

MEMORANDUM OF AGREEMENT

**Between the
County of Ventura**



**and the
Service Employees International
Union (Local 721)**

2010 - 2012

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ARTICLE 1
TERM

Sec. 101 TERM: This Memorandum of Agreement (hereinafter “MOA”) between Local 721 of the Service Employees International Union (hereinafter “Local 721” or “Union”) and the County of Ventura (hereinafter “County”) is effective upon approval by the County of Ventura Board of Supervisors, up to and including midnight December 01, 2012.

Sec. 102 SUCCESSOR AGREEMENT: In the event Local 721 desires to negotiate a successor Memorandum of Agreement, Local 721 shall, no more than one-hundred and twenty (120) days and no less than ninety (90) days prior to the expiration date referenced in Section 101, serve on the County its written request to commence negotiations as well as its initial written proposals for such successor MOA.

Upon receipt of such written notice and proposals, the County shall, within thirty (30) days, present counter-proposals. Negotiations shall begin within thirty (30) days after receipt of Local 721's proposals unless otherwise agreed to by the parties. Sections of this MOA not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

ARTICLE 2
IMPLEMENTATION

This MOA constitutes a mutual recommendation to be jointly submitted to the County’s Board of Supervisors (hereinafter “Board”), the Ventura County Air Pollution Control (hereinafter “APCD”) Board (hereinafter, where appropriate, also “Board”), and Local 721 on behalf of each representational unit set forth in Article 3. It is agreed that this MOA shall not be binding upon the County and the Union nor the APCD and the Union – either in whole or in part – unless and until approved by Local 721 and then unless and until the County Board and the APCD Board, respectively:

- A. Act(s), by majority vote, formally to approve said MOA, and
- B. Enact(s) necessary resolutions and amendments to all County or APCD ordinances required to implement the provisions of these Articles.

ARTICLE 3
RECOGNITION

This MOA shall apply only to persons employed by the County and/or the APCD in the classifications within the following bargaining units:

- A. Administrative Support Unit
- B. Supervisory Unit
- C. Technical Unit
- D. Maintenance and Labor Unit
- E. Professional Unit
- F. Social Services Non-Supervisory Unit

The terms "employee" or "employees" as used in this MOA shall refer only to persons employed by the County or the APCD in said bargaining units.

ARTICLE 4
RETIREMENT

Sec. 401 CONTINUATION OF 1979 AGREEMENT: The County/APCD agrees to continue the "pick-up" of employee contributions provided for in the 1979 MOA.

Sec. 402 CONTINUATION OF PICK-UP: Effective June 27, 2010, in addition to the "pick-up" provided under Section 401, the County/APCD shall continue to contribute an amount equal to one percent (1%) of each employee's base hourly rate of pay/salary to each employee's retirement account pursuant to Government Code Section 31581.2, subject to the limitations contained in that section, effective September 9, 1984. For the purposes of taxation, this "pick-up" portion of the retirement contribution paid by the County/APCD under this MOA shall not be regarded as ordinary income in accordance with both Section 414, subdivision (h) of the United States Internal Revenue Code and Government Code Section 31581.2.

Effective June 27, 2010, new hires shall be responsible for paying 100% of the normal contribution required to be paid by an employee member to the County retirement system.

Sec. 403 SAFE HARBOR RETIREMENT PLAN: Local 721 agrees the County's/APCD's "Safe Harbor" retirement plan is in compliance with the provisions of the Omnibus Budget Reconciliation Act (OBRA), for employees not eligible for coverage under the provisions of the 1937 Retirement Act.

- Sec. 404 RETIREMENT INCENTIVE - 30 YEAR EMPLOYEES: Regular, full-time employees who have thirty (30) years or more of regular County/APCD service and are no longer subject to retirement deductions, shall be paid a one percent (1%) retirement incentive, based on the employee's base pay, on a biweekly basis. This incentive shall be taxable and not be considered part of the employee's base hourly rate of pay/salary. Payments made under the provisions of this section shall be calculated at the hourly rate of pay/salary rate in effect at the time such payment is made.
- Sec. 405 PURCHASE OF PRIOR SERVICE: Employees covered under this MOA are eligible to purchase time for service under the Federal Civil Service, Los Angeles City Department of Water and Power, or State Teacher's retirement system, and military buy-back for employees with over thirty (30) years of County/APCD service for which the employee is not receiving, and will not receive, a pension.
- Sec. 406 RETIREMENT SYSTEM REVIEW: The parties agree that the joint County/SEIU Labor Management Retirement Review Committee shall continue to meet to review various retirement formulae, options and alternatives, including the exploration of fiscally responsible retirement funding policy changes to reduce costs. Upon mutual agreement, representatives from all recognized employee organizations may participate in future meetings to review the retirement program. Local 721 will fully participate in such a committee.
- Sec. 407 TIER II RETIREMENT COST-OF-LIVING ADJUSTMENT (COLA)
Effective March 16, 2003, employees in the Ventura County Retirement Plan's Tier II shall be granted a two percent (2%) COLA to be applied to future service only. Effective March 13, 2005, Tier II employees will pay 2.63% toward the normal cost of the COLA. The County agrees if Tier II employees represented by other labor unions or covered by the Management Resolution are granted the Tier II COLA, those employees will be treated in the same manner as SEIU Tier II employees, i.e., they will pay for the ongoing normal cost at the same rate as SEIU employees.
- Sec. 408 RETIREMENT REOPENER FOR PRIOR SERVICE: The County agrees to reopen negotiations with Local 721 should the County provide any retirement COLA or 3% @ 50/55 on prior service (public safety). The reopener is not available if the County is ordered by an arbitrator/court to provide such prior service enhancement.

- Sec. 409 CLOSING OF TIER I RETIREMENT BENEFIT: The County/APCD agrees to close the Tier I Retirement plan for all future new hires effective October 16, 2001. Any pending appointments or promotions where a job offer has been made prior to October 16, 2001, or a recruitment that is open for application for which a Tier I retirement cola is part of the benefits package will be honored.
- Sec. 410 MANNER OF TAXATION: Effective on or before January 9, 2011, the County shall, in accordance with Internal Revenue Code Section 414(h)(2), declare that it has agreed to “pick-up” the value of the employee paid retirement contributions so that the taxable income of the employees shall be reduced by the amount of the retirement contributions they will be paying. If the County has been unable to accomplish this declaration by January 9, 2011, the reduction of the County pick up from 4% to 1% as reflected in Sec 402 of the 2009-2010 Memorandum of Agreement shall be rescinded retroactive to the implementation date of June 27, 2010, and shall not be reinstated unless and until the declaration has been accomplished. Likewise, the reduction of the payment in lieu of pick-up for 30 year employees set forth below in Sec. 404 shall be rescinded retroactive to the implementation date, where appropriate and shall not be reinstated unless and until the declaration has been accomplished.

ARTICLE 5
HOURLY RATE OF PAY/SALARY PLAN

- Sec. 501 PAY/SALARY INCREASES:
- There will be no pay/salary increases for the term of this agreement.
- Sec. 502 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall be compensated within the pay/salary range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in these Articles.
- Sec. 503 REGULAR PAY DAY/DIRECT DEPOSIT: Employees shall be paid on or about the Friday following the end of each biweekly payroll period. Should the County/APCD wish to mandate direct deposit during the term of this MOA, Local 721 agrees that all current and newly hired employees will, as a condition of their employment, enroll and maintain direct deposit of their paychecks.

Sec. 504 PAY ON TERMINATION: Upon certification of the Director-Human Resources that the employment of any employee is terminated as a probationary or disciplinary dismissal prior to the expiration of the biweekly pay period, the compensation of such person shall become due and shall be paid within five (5) working days of notification.

Upon certification of the Director-Human Resources that the employment of any employee is terminated, other than listed above, prior to the expiration of the biweekly pay period, the compensation of such persons shall be paid on the payday which falls within the next pay period.

Sec. 505 PAY FOR PART-TIME SERVICES OF REGULAR EXEMPT EMPLOYEES: Employees who are exempt from the overtime provisions of the Fair Labor Standards Act (hereinafter "FLSA") are to be compensated on a salary basis only. The actual compensation for a part-time, exempt employee is determined by the ratio of the agreed upon standard hours for the part-time function to the standard hours of eighty (80) which are required for full-time employment. Once determined by the assigned standard hours, this is the salary the part-time exempt employee will be paid every bi-week regardless of hours worked or reported.

Premium pay will also be paid to regular part-time employees on the same basis as full-time employees except that when the premium pay is paid on a bi-weekly or monthly rate, that rate will be paid to part-time employees on a pro rata basis.

Changes to the standard hours of an exempt employee shall be made no more frequently than once every three (3) months, and then only with the prior approval of the Director-Human Resources.

Sec. 506 PAY FOR OPTIMUM STAFF EMPLOYEES: The compensation for Health Care Agency (hereinafter "HCA") Optimum staff employees shall be determined in accordance with the provisions of Article (36) of this MOA.

Sec. 507 HOURLY WAGE RATE: Whenever an employee whose hourly rate of pay is fixed on a yearly or biweekly basis works less than the total number of hours in a particular biweekly period, he/she shall receive hourly rate of pay for the period in accordance with the hourly rate of his/her classification.

Sec. 508 PAY/SALARY RANGE CHANGES: Whenever a higher pay/salary range is assigned to a classification, an employee holding a position in that classification shall have his/her hourly rate of pay/salary increased by the percentage increase in the classification's pay/salary range, provided that

no hourly rate of pay/salary shall be lower than the minimum of the new pay/salary range established for the classification. The employee's merit or probationary qualifying hours shall not change due to such an adjustment.

Whenever a lower pay/salary range is assigned to a classification, an employee holding a position in that classification shall receive the same hourly rate of pay/salary he/she was receiving on the day preceding the effective date of the new range, if such hourly rate of pay/salary placement is within the newly established pay/salary range. In all other instances, whenever a lower pay/salary range is assigned to a classification, an employee holding a position in the class whose hourly rate of pay/salary 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. The employee's merit or probationary qualifying hours needed of an employee affected by the establishment of a lower pay/salary range for his/her classification shall not be affected by such an adjustment.

Sec. 509 HOURLY RATE OF PAY/SALARY ON "Y" RATING: When an employee is "Y" rated, the hourly rate of pay/salary he/she received immediately prior to the date of downward reclassification is frozen and may not be increased until the maximum of the pay/salary range assigned his/her new classification exceeds the hourly rate of pay/salary he/she 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 an approximately five percent (5%) increase in hourly rate of pay/salary and shall retain his/her merit or probationary qualifying hours that were in effect immediately prior to the establishment of the "Y" rate.

For purposes of this section, the term "Y" rate shall mean the amount equal to the difference between the hourly rate of pay/salary received by the employee while working in the prior classification and the top point of the range for the new classification.

Sec. 510 HOURLY RATE OF PAY/SALARY RATE ON TRANSFER: Whenever an employee is voluntarily or involuntarily transferred or assigned to a position in a different classification having the same pay/salary range as his/her former position, he/she shall retain his/her hourly rate of pay/salary rate and his/her merit or probationary qualifying hours needed.

Sec. 511 ADDITIONAL COMPENSATION TO SUPERVISORS:

A. A person occupying a supervisory position may receive compensation at a rate of seven and one-half per cent (7.5%) above the base hourly rate of pay/salary rate of any of his/her subordinates, or for the supervisor of the classifications listed in Section 622, seven and one-half per cent (7.5%) above the base hourly rate of pay plus the market based premium as described in Section 622. This supervisory differential shall be granted provided that:

1. Both his/her appointing authority and the County Executive Officer find he/she is exercising substantial supervision over the subject subordinate and that he/she is satisfactorily performing the full supervisory duties of his/her position; and,
2. The organization is a permanent one approved by the County Executive Officer; and,
3. Both the supervisor and the subordinate have been permanently appointed to full-time positions; except in VCMC, both the supervisor and the subordinate must have been permanently appointed to positions scheduled for at least seventy-two (72) hours per biweek, and,
4. 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, the supervisor's compensation shall be computed as if the subordinate were in fact receiving such "Y" rate as part of his/her base rate. Such additional compensation shall be effective only for the period deemed necessary to maintain the hourly rate of pay/salary of the supervisor at a rate 7.5% above that received by the subordinate. If the 7.5% pay differential shall cease to exist due to transfer, reassignment, reclassification, promotion, demotion, termination, or any other contingency, then the hourly rate of pay/salary of the supervisor shall be adjusted to the rate he/she 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 status of the subordinate and/or the supervisor. A change in the hourly rate of pay/salary or status of the supervisor due to the Merit Increase sections of this MOA shall only be applied to the base rates of the supervisor's hourly rate of pay/salary.

Policies and procedures relating to merit or probationary qualifying hours are not affected by the provisions of this section.

- B. JAIL COOK SHIFT SUPERVISOR DIFFERENTIAL: The Sheriff may designate up to a maximum of four (4) Jail Cooks at the Pre-Trial Detention Facility, and four (4) Jail Cook assigned to Todd Road as Shift Supervisors when such employees are permanently assigned to perform lead supervisory duties. Employees so designated shall be compensated at a rate five percent (5%) above the base hourly rate of pay/salary rate to which they are otherwise entitled. For overtime purposes, this differential shall be considered as part of the employee's regular hourly rate.

Sec. 512 PRIORITY OF INCREASES: Whenever a general increase, a merit hourly rate of pay/salary increase, a higher pay/salary range or pay/salary range placement, a promotional increase or any combination thereof are effective on the same date, the hourly rate of pay/salary to which an employee is entitled shall be fixed as follows: to the hourly rate of pay/salary received by the employee on the preceding day shall first be added any general hourly rate of pay/salary increase, then any higher pay/salary range or pay/salary range placement, then any merit increase, and then any promotional increase.

Sec. 513 HOURLY RATE OF PAY/SALARY ON DEMOTION OF A PROMOTIONAL PROBATIONARY EMPLOYEE:

- A. A promotional probationary employee demoted to the class he/she formerly occupied in good standing shall have his/her hourly rate of pay/salary, merit or probationary qualifying hours needed adjusted to reflect what he/she would have achieved if he/she had remained in the lower class throughout the period of his/her service in the higher class.
- B. Upon the request of the employee, a probationary employee may, upon approval of the Agency/Department head, be demoted to a class in which he/she did not previously hold status provided the Human Resources Division certifies that said employee is qualified for the position to which he/she is demoted. Such employee shall be demoted to the entry level hourly rate of pay/salary in the lower class or, upon request by the Agency/Department head and approval by the Director-Human Resources, retain his/her current hourly rate of pay/salary or receive the top of the range for the lower class, whichever is less. The employee shall also be required to serve a new probationary period.

- Sec. 514 HOURLY RATE OF PAY/SALARY ON DEMOTION: Whenever an employee who has completed his/her probationary period in a higher class is then demoted to a position in a lower class for reasons other than unsatisfactory performance, or for functional disability, he/she shall receive the highest hourly rate of pay/salary on the new range that does not exceed his/her hourly rate of pay/salary immediately prior to demotion and shall retain his/her merit qualifying hours needed.
- Sec. 515 MERIT INCREASES: 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, containing the effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase of approximately five percent (5%) within a range for the class unless the employee is less than five percent (5%) from the top of the range and, in such a case, the increase shall be to the top of the pay/salary range. Qualifying service for merit increase consideration shall be by compensable hours, which include all paid hours exclusive of overtime compensation.
- Sec. 516 TIME FOR MERIT INCREASES: A newly appointed, re-employed, or promoted employee may qualify for:
- A. An initial merit increase within the pay/salary range upon completion of at least 1,040 hours of compensable service in that class.
 - B. Succeeding merit increases within the pay/salary range upon completion of each additional 2,080 hours of compensable service in that class. The period of service required to qualify for merit increases by regular part-time (less than full-time) employees shall be the same as for a regular full-time employee. All approved merit increases will be effective on the first Sunday of the pay period after completing the required compensable hours of service.
- Sec. 517 MERIT REVIEW: At least one (1) pay period prior to an employee qualifying for a merit increase, the appointing authority shall notify the Director-Human Resources and the employee in writing of his/her decisions regarding approval or denial of a merit increase. In all cases, the recommendation of the appointing authority shall be based on the employee's performance.
- Sec. 518 DENIAL OF MERIT INCREASE: If, in the appointing authority's judgment, the employee's performance does not warrant a merit hourly rate of

pay/salary increase upon meeting the time requirements, the Department/Agency Head may deny the increase and must complete the County/APCD performance evaluation rating form. Any time prior to the employee qualifying for his/her next merit increase, the employee may request a review of his/her merit increase by the appointing authority or the appointing authority, by his/her own initiative, may review the matter. If the appointing authority concurs with the requested review or if the appointing authority independently initiates his/her 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 day of the pay period on which the increase was actually granted.

Sec. 519 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 in recognition of the employees completion of the merit qualifying hours needed, the Auditor-Controller shall compensate the employee for the additional hourly rate of pay/salary he/she should have received dating from the first day of the pay period after which he/she would have satisfied the merit qualifying hours by adding said additional hourly rate of pay/salary to the employee's next biweekly paycheck. In such cases, there shall be no adjustment of the employee's merit qualifying hours.

Sec. 520 HOURLY RATE OF PAY/SALARY ON PROMOTION: Except as provided below, a newly appointed employee or a regular employee who is appointed to a position in a classification having a higher hourly rate of pay/salary rate than his/her previous classification shall receive the entry level hourly rate of pay/salary for the higher classification or such higher amount as would constitute a hourly rate of pay/salary increase of approximately five percent (5%) on the range of the new classification over the hourly rate of pay/salary received prior to promotion, whichever is greater.

A. Notwithstanding the provisions described above, a newly appointed employee or regular employee who is appointed to a position in a class having a higher hourly rate of pay/salary rate may, upon recommendation of his/her appointing authority and subject to the approvals described below, have his/her initial hourly rate of pay/salary established at any point of the pay/salary range of the

new classification. Such rate must, however, be at least the entry rate for the higher classification or constitute an increase of five percent (5%) over the hourly rate of pay/salary received prior to promotion, whichever is greater. An hourly rate of pay/salary established as a result of this provision is subject to the following approvals:

1. Up to the midpoint of the pay/salary range - approval by the Director-Human Resources
2. From the midpoint to the top of the pay/salary range - approval by the County Executive Officer.
3. From the midpoint to the top of the range for APCD employees – approval by the APCD Executive Officer.

The advanced hourly rate of pay/salary placement of a regular employee may be made when:

- a. No qualified person can be recruited to fill a position at a minimum rate; or,
- b. The skills or experience of the regular employee warrant a higher hourly rate of pay/salary placement.

B. Local 721 shall be notified in writing of promotions made above the midpoint of the pay/salary range.

C. HOURLY RATE OF PAY PLACEMENT - CLINICAL COORDINATORS, NURSING CARE COORDINATORS, OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS: Upon request of the Director-Health Care Agency and approval by the Director-Human Resources or his/her designated representatives, a newly appointed or reinstated employee assigned to the classification of Nursing Care Coordinator I, II, Principal Respiratory Therapist, Clinical Coordinator, or a classification requiring California licensure as a Registered Physical Therapist, or registration by the National Occupational Therapist Association as an Occupational Therapist, may receive a hourly rate of pay/salary placement at any point within the range assigned to the job classification involved.

Such reinstatement hourly rate of pay/salary placement shall be limited to employees who formerly held permanent status in a

classification requiring California licensure as a Registered Physical Therapist, or registration by the National Occupational Therapist Association as an Occupational Therapist, and who made such request for reinstatement within two (2) years after their effective date of termination.

The provisions of this section are not applicable to hourly rate of pay/salary placement resulting from promotional examinations or appointment from Reemployment or Classification Reinstatement eligible lists.

Sec. 521 EFFECTIVE DATE OF PROMOTION: Whenever a person is promoted, the effective date of his/her promotion shall always be the first (1st) Sunday of the pay period.

Sec. 522 HOURLY RATE OF PAY/SALARY ON TEMPORARY PROMOTION: An employee assigned to a higher classification to fill a vacancy caused by sick leave or other approved leave of absence, or any other reasons stipulated by these articles, and who serves in said higher classification for 40 consecutive hours, shall thereafter be paid according to the pay/salary range of the class to which he/she has been temporarily promoted. Upon temporary promotion, an employee will receive either the minimum of the new pay/salary range or a five percent (5%) increase over his/her hourly rate of pay/salary prior to the temporary promotion, whichever is greater. In no case shall such hourly rate of pay/salary adjustment place the employee beyond the pay/salary range of the position to which he/she has been temporarily promoted. An employee so temporarily promoted shall receive this hourly rate of pay/salary as long as he/she continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as provided in these articles as though he/she had been appointed on the day he/she began to receive the hourly rate of pay/salary designated for the position. The 40-hour waiting period shall apply each time an employee is assigned to a higher classification in this manner.

This provision excludes those classifications whose specific duties and responsibilities require supervision in the absence of an immediate supervisor. Time worked in a higher-level classification by virtue of this provision shall not count towards attainment of permanent (non-probationary) status in the class to which an employee has been temporarily promoted.

Sec. 523 TEMPORARY ASSIGNMENT PREMIUM (TAP): If the County has knowledge of the need to fill a temporary vacancy more than 4 days and

less than twenty three (23) working days, they may make such temporary assignment available to needed eligible classes within this unit.

The department manager has the flexibility to make temporary assignments to higher-level work if needs of the County warrant it. Anyone so assigned is entitled to receive a five percent (5%) Temporary Assignment Premium (TAP) after the third regular, consecutive shift of said assignment.

Such assignment is subject to the following criteria:

1. Employee must have regular, non-probationary status.
2. They must meet the minimum qualifications for the positions to which they are temporarily assigned.
3. The department manager determines that the assignment has sufficient requirements to warrant the temporary pay adjustment.
4. Using business based criteria, placing an employee on or removing them from such temporary assignment is not grievable.
5. Temporary assignments will not exceed twenty three (23) working days.

Sec. 524 BASE HOURLY RATE OF PAY/SALARY – VCMC TWELVE (12) HOUR SHIFT - METHOD OF COMPUTATION: Employees in Nursing Care Coordinator classifications who are assigned to the Ventura County Medical Center and who are regularly assigned to twelve (12) hour shifts shall have their base hourly rate of pay/salary rate computed as follows:

12 Hour Rate = 8 hour base hourly rate of pay/salary Rate times 41 divided by 36.

In order to be eligible for the twelve (12) hour rate, an employee must work a minimum of four (4), twelve (12) hour shifts in a biweekly pay period.

Sec. 525 ADVANCED HOURLY RATE OF PAY/SALARY PLACEMENT (NEW HIRES): Upon recommendation of the appointing authority and the Director-Human Resources, the County Executive Officer may approve hiring a new employee beyond the midpoint of the pay/salary range provided that:

- A. Reasonable proof has been presented that no qualified person can be recruited to fill a position below the midpoint of the pay/salary range; or,
- B. Reasonable proof has been presented that an applicant has qualifications deserving a starting hourly rate of pay/salary higher than the midpoint of the pay/salary range.

Appointments made above the midpoint of the pay/salary range and in accordance with the above-listed criteria for APCD employees may be approved by the APCD Executive Officer.

Local 721 shall be notified in writing of appointments made above the midpoint of the pay/salary range.

ARTICLE 6
OTHER BENEFITS AND PREMIUM PAY

Sec. 601 BILINGUAL PREMIUM PAY:

- A. Employees 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 Agency/Department Head, 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

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.

The provisions of this Section shall not apply to the classification of Interpreter-Translator.

- B. Employees in the Non-Supervisory Social Services Unit who currently receive bilingual premium pay shall continue to receive said payment throughout the life of this contract except in cases where an employee accepts a voluntary transfer or is promoted to a position which does not qualify for such premium. Nothing in this Section precludes management from transferring employees to other worksites in order to provide adequate caseload coverage.

Sec. 602 STANDBY PREMIUM PAY:

- A. Should an FLSA non-exempt employee be placed on formal standby duty (as is meant under the FLSA), said employee shall be compensated for actual time on call at one-quarter (1/4) of his/her regular rate of pay/salary or at the State minimum wage, whichever is greater, and for time worked as a result of a callback to duty at his/her hourly wage when funds for such purposes have been specifically appropriated by the Board after specific inclusion in the department/agency budget. In no instance shall a callback to duty be considered as less than two (2) hours for pay purposes. No employee shall be paid for call back time and standby simultaneously. All employees excluded from the overtime provisions of these Articles are also excluded from the provisions of this Section.
- B. No more than three (3) HS Child Welfare Social Workers (at the discretion of the Director-Human Services Agency) and two HS Adult Protective Services Social Workers assigned to emergency response duty is authorized to be paid the standby premium in accordance with provided by 602-A. Should that CSSW or APSSW be called back while on formal standby duty, he/she shall be

eligible to receive the callback premium pay in accordance with Section 602(A).

All other employees excluded from the overtime provisions of these Articles are also excluded from the provisions of this Section.

Sec. 603 NIGHT SHIFT DIFFERENTIAL PREMIUM PAY:

- A. Except as otherwise provided herein, the night shift differential for regular employees who are required to work half of a shift plus one (1) hour between the hours of 3:00 p.m. and 7:00 a.m. shall be calculated at the rate of five percent (5%) of the base pay of said employee.
- B. Any person employed as a Jail Cook who is assigned to a shift between the hours of 3:00 a.m. to 11:00 a.m. or 11:00 a.m. to 7:00 p.m. shall be eligible to receive a five percent (5%) premium (based on his/her hourly base rate of pay).
- C. Except as otherwise provided herein, the night shift differential premium for FLSA non-exempt employees employed by the Information Systems Department who are assigned to the night shift (11:00 p.m. to 8:15 a.m.) or who are required to work five-eighths (5/8) of a shift between the hours of 11:00 p.m. and 8:15 a.m. shall receive a ten percent (10 %) premium (based on his/her hourly base rate of pay).
- D. Employees shall only be eligible for one form of night shift differential per shift in accordance with (A), (B) and (C) above.
- E. For the purpose of paying shift differential any employee held over or called in will receive the shift differential applicable to the hours they work.

Sec. 604 SHIFT DIFFERENTIAL PREMIUM PAY - NURSING CARE COORDINATORS, CLINICAL COORDINATORS, CLINICAL LABORATORY SCIENTISTS, AND SELECTED TECHNICIAN CLASSES:

- A. FLSA non-exempt employees in the below-referenced classifications who are required to work half of a shift plus one hour between 3:00 p.m. and 11:00 p.m. shall not be eligible for the benefits provided by Section 603 and shall instead be paid a seven and one-half percent (7.5%) premium (based on his/her hourly base rate of pay).

As of the effective date of this MOA, these employees are employed in the classifications of: Nursing Care Coordinator I-II, Clinical Coordinator, Clinical Coordinator – Behavioral Health, Clinical Coordinator – Mental Child Health, Clinical Coordinator – Surgical Services, Clinical Laboratory Scientist I-II-III, Certified Phlebotomists, Radiologic Technologist, Radiologic Specialist, Respiratory Technician, Principal Respiratory Therapist, Respiratory Therapist, Pharmacy Technician I-II, Nuclear Medicine Technologist and any VCMC Registration/Admitting Staff.

- B. Employees listed in (A) above who work half of a shift plus one hour between 11:00 p.m. and 7:00 a.m. shall not be eligible for the benefits provided by Section 603 or subsection “A” immediately above and shall instead be paid a fifteen percent (15%) premium in addition to their base hourly rate of pay/salary.
- C. Specialty Pay: Whenever Clinical Coordinators are assigned to work in specialty areas, three dollars (\$3.00) per shift will be added to their regular base hourly rate of pay/salary. These assignments as determined by hospital management shall include, but not be limited to: the Operating Room-Recovery Room, Intensive Care-Coronary Care Unit, Intensive-Intermediate Care Nursery, Maternity Ward-Delivery Room, Emergency Room, Pediatrics, or In-Patient Jail.
- D. Weekend Pay: Clinical Coordinators who work a weekend shift shall receive, in addition to all other compensation allowed for by these Articles, twelve dollars and fifty cents (\$12.50) for each weekend shift worked.
- E. For the purpose of paying shift differential, any employee held over or called in will receive the shift differential applicable to the hours they work.

Sec. 605 NIGHT SHIFT DIFFERENTIAL PREMIUM PAY – OTHER HOSPITAL EMPLOYEES: All other hospital employees as designated by the Director HCA, other than those covered by Section 604, shall be paid as follows: Those employees who are required to work half of a shift plus one hour between the hours of 11:00 p.m. and 7:00 a.m. shall be paid 10% in addition to their base hourly rate of pay/salary.

For the purpose of paying shift differential, any employee held over or called in will receive the shift differential applicable to the hours they work.

Sec. 606 EVENING AND NIGHT SHIFT DIFFERENTIAL COMPENSATION WHILE ON PAID LEAVE: All paid leave shall include compensation for evening/night shift differential for those employees exclusively assigned to work hours qualifying for such differential under Sections 603, 604 and 605 of this Article. All other employees shall only receive evening/night shift differential during those hours actually worked which qualify for the differential.

Sec. 607 CALL BACK SURGERY TEAMS: All hours worked as a result of call back to duty for employees on the Surgery Teams shall be paid at time-and-one-half (1-1/2), regardless of the number of hours worked in the preceding twenty-four (24) hour period.

Sec. 608 MINIMUM CALLBACK: The minimum callback for employees covered by this MOA shall be two (2) hours.

Sec. 609 MILEAGE REIMBURSEMENT: Employees who are required to use their personal vehicle for County business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

Sec. 610 NECESSARY AND ACTUAL EXPENSES: Necessary and actual expenses incurred by an employee while attending to business of the County may be reimbursed with the approval and authorization of the Department/Agency Head. A statement of justification satisfactory to the Auditor shall be submitted with the claims. Such reimbursement, however, does not apply whenever the provisions in law provide for payment of such expenses.

Sec. 611 NIGHT SHIFT/EVENING SHIFT OVERTIME RATE – SPECIFIC CLASSIFICATIONS: The following hourly premiums shall be paid to the classifications listed below when employees in these classifications are assigned and work overtime on a night/evening shift. The rates listed below will be multiplied by the number of overtime hours worked on a night shift and paid in addition to the contract overtime calculation.

Evening/Night Shift Overtime Premium:

Rate 1 - \$0.90/overtime hour

<u>Job Code</u>	<u>Classification</u>
0156	Nursing Assistant I
1235	Medical Laboratory Tech I
1236	Medical Laboratory Tech II

1358	Records Technician I
1359	Records Technician II
1521	HCA Housekeeper I

Rate 2 - \$1.62/overtime hour

<u>Job Code</u>	<u>Classification</u>
0157	Nursing Assistant II
1270	Clerical Supervisor II
1313	Inventory Management Assistant II
1315	Inventory Management Assistant III
1328	Medical Office Assistant I
1329	Medical Office Assistant II
1330	Medical Office Assistant III
1441	Clinical Assistant II

Rate 3 - \$3.93/overtime hour

<u>Job Code</u>	<u>Classification</u>
1271	Clerical Supervisor III
0667	Monitor Technician
1402	Operating Room Technician II
1403	Operating Room Technician III
0165	Clinical Laboratory Scientist II
0166	Clinical Laboratory Scientist III
0755	Pharmacy Technician I
0756	Pharmacy Technician II

Rate 4 - \$13.68/overtime hour

<u>Job Code</u>	<u>Classification</u>
1450	Pharmacy Supervisor
1452	Pharmacist II

Sec. 612 STANDBY/CALLBACK OVERTIME PREMIUM RATE – RADIOLOGIC TECHNOLOGIST AND RADIOLOGIC SPECIALISTS: The following hourly premiums shall only be paid to the classifications listed below when employees in these classifications have both standby and callback pay. The rates listed below will be multiplied only by the number of callback hours worked and paid in addition to FSLA and the contract overtime calculation.

<u>Job Code</u>	<u>Classification</u>	<u>Premium Rate</u>
1453	Radiologic Technologist	\$3.00/hour

1454 Radiologic Specialist \$5.00/hour

Sec. 613 UNIFORM ALLOWANCE:

- A. Employees in the following classifications who are required to wear uniforms as a condition of their employment, shall receive the indicated annual uniform allowance:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>
Animal Control Officer II, III,	\$700.00
Supv. Animal Control Officer	\$700.00
Supv. Park Ranger	\$620.00
Sheriff's Cadet I & II	\$620.00
Sheriff Custody Records Supervisor	\$620.00
Senior Sheriff Custody Records Supervisor	\$620.00
Sheriff Fingerprint Specialist	\$620.00
Sheriff Intake & Release Specialist	\$620.00
Senior Sheriff Intake & Release Specialist	\$620.00
Sheriff Records Specialist I & II	\$620.00
Senior Sheriff Records Specialist	\$620.00
Sheriff Custody Records Technician I & II	\$620.00
Senior Sheriff Records Supervisor	\$620.00
Sheriff Records Supervisor	\$620.00
Sheriff Records Division Supervisor	\$620.00
Staff Service Specialist I (Training Coordinator)	\$620.00
Public Safety Dispatchers I and II, and Supv. Public Safety Dispatcher	\$620.00
Emergency Dispatch Systems Coord. (Sheriff)	\$620.00
Training Coordinators (Sheriff)	\$620.00

In order to receive such uniform allowance, employees must have been employed in one of the above stated classifications for at least six months prior to November 1 of each year. Employees who terminate prior to November 1 shall not be eligible to receive any uniform allowance.

For employees assigned to the Ventura County Fire Protection District, in order to receive such uniform allowance, employees must have been employed in one of the above stated classifications for at least six months prior to November 1st of each year and have not given notice of termination prior to November 1st. Employees who terminate prior to November 1st shall not be eligible to receive any uniform allowance.

Employees of the Sheriff's Department that are required to wear uniforms and are mentioned above will receive the corresponding allowance upon hire. The allowance will be included in the first payroll check received by the employee. However, the employee will not receive the next scheduled uniform allowance. Additionally, employees that are required to wear a uniform will be provided 2 (two) sets of uniforms upon hire. A complete set of uniforms will include: 2 shirts, 2 pants or skirts, shoes, belt and jacket or sweater.

- B. Employees in the following classifications shall be provided one (1) clean uniform per regularly assigned shift by the County at no cost to the employee. It is understood and agreed to by the parties that employees provided such uniforms shall be required to wear that clothing during those hours for which they are performing their assigned County duties. Such uniforms shall be of a color and type determined by the County.

<u>Classification</u>	<u>Minimum Uniform Sets</u>
GSA Maint. Worker I, II, III	7 sets pants/shirts
Custodian I, II, III (GSA)	5 shirts/1 pair slip resistant shoes
Jail Cooks (Sheriffs' Dept.)	5 sets pants/shirts
PW Maint. Wkr. I, II, III, IV	9 sets pants/shirts
PW Maint. Wkr. Specialist	9 sets pants/shirts
Maint. Wkr. I, II, III, IV	9 sets pants/shirts
Water & Wastewater	
Services Worker, Trainee	
Asst., I, II, III, IV	9 sets pants/shirts
Wastewater Operator	9 sets pants/shirts
Couriers (GSA) I, II, III	11 sets pants/shirts
Inventory Management	
Assistants (GSA) I, II, III	11 sets pants/shirts
Building Equipment Utility	
Workers (GSA)	11 sets pants/shirts

Employees may request a mix of long pants and shorts. It shall be at the County's discretion to approve such a request, determine the

appropriate mix, and determine if and when shorts may be worn. The selected mix may not be changed until the vendor replaces the garment(s) due to non-serviceability.

Public Works Maintenance and Street Maintenance employees may request and wear up to nine (9) cotton shirts per year. They may choose short sleeve, long sleeve, or a combination of the two; not to exceed a total of nine (9) shirts per year. The cotton shirts are to be maintained by the employees at their own expense. The shirts are to be worn in a condition free from holes, tears and soil. County will replace up to four (4) shirts annually.

GSA Maintenance employees may request and wear up to five (5) polo-style (collared) shirts per year. The polo-style shirts are to be maintained by the employees at their own expense. The shirts are to be worn in a condition free from holes, tears, and soil. County will replace up to four (4) shirts annually.

- C. Other than going directly to or from work, off duty employees are not to wear any part of their uniform which identifies them as County employees.

Sec. 614 PROFESSIONAL REGISTRATION AND LICENSING - REGISTERED GEOLOGISTS: Employees who are registered or licensed by the California State Board, Department of Consumer Affairs-Board of Geologists and Geophysicists and occupy a related classification that does not require registration or licensing shall receive an incentive equivalent to five percent (5%) of their base pay per biweekly pay period, not to exceed eighty (80) hours compensated per pay period.

Sec. 615 BOARD CERTIFIED PSYCHIATRISTS AND PSYCHOLOGISTS: Regular full-time and part-time psychiatrists who have an American Board of Psychiatry Certification shall receive premium pay of \$1.93 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.
Psychologists who are diplomates of the American Board of Professional Psychology shall receive premium pay of \$1.19 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.

Sec. 616 CERTIFIED PUBLIC ACCOUNTANT:

- A. A premium of \$.47 per hour compensated per biweekly pay period, will be paid to employees in the following classifications who possess and maintains a valid, current CPA license or certificate:

Accounting Officer I, II, III and IV
Auditor-Appraiser Trainee, I, II and III
Internal Auditor I, II, III and IV

- B. An eligible employee may receive the premium pay for a maximum of 80 compensated hours per pay period; and, such premium pay shall be in addition to their base pay.
- C. Job-related examination fees for certification as a public accountant may be eligible for reimbursement when approved by the Agency/Department Head.

Sec. 617 CONFERENCES AND SEMINARS: The County recognizes the value to be obtained from having employees attend management approved job-related conferences and seminars. It shall be the policy of the County, whenever possible and within departmental guidelines, to either advance expenses or provide a County credit card for payment of employee's transportation, lodging, and meal allowances, if applicable, prior to the employee leaving for the conference or seminar.

Sec. 618 ANIMAL REGULATION DIFFERENTIAL: Regular Animal Control Officers assigned lead supervisory responsibilities on evening and weekend shifts shall receive premium pay of \$.35 per hour above the base hourly rate of pay/salary rate and any other premium pay, even if such combined hourly rate of pay/salary exceeds the maximum of the pay/salary range established for the class. Said hourly rate of pay/salary differential shall be effective for the period of lead assignment only.

Sec. 619 P.O.S.T. INCENTIVE PAY: Any Public Defender Investigator I, II , Supervising Public Defender Investigator or Sr. Public Defender Investigator who possesses a Peace Officer Standardization and Training (POST) Specialized Basic Investigators Certificate, or its equivalent as determined by the Director-Human Resources and the Public Defender, shall receive a biweekly incentive pay of \$149.17.

Any Public Safety Dispatcher I, II, and Supervisor, Emergency Dispatch System Coordinator and Staff Service Specialist I assigned to the Sheriff's Department's Communication Center shall receive a biweekly incentive pay of \$85.24.

EMD PREMIUM PAY: Subject to the following, all Public Safety Dispatcher I, II, and Supervisor assigned to the Fire District who possesses an Emergency Medical Dispatch (EMD) qualification, shall be eligible to receive an Emergency Medical Dispatch Premium payment of \$85.24.

- A. This payment is to be paid biweekly.
- B. Employees who elect to attend a required EMD training program while in an off-duty capacity shall not be entitled to any overtime compensation for time spent attending that program.
- C. Failure to obtain and/or maintain all required certificates, qualifications and/or licenses shall result in denial of payment under this section, and shall also empower the District to impose disciplinary action. In addition, the employee may be immediately reassigned without any loss of pay other than the EMD 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.
- D. Benefits potentially due under this Section shall not apply to Public Safety Dispatchers who are in training prior to successful graduation from the Academy.

The policies that direct the Emergency Medical Dispatch program are those of the County of Ventura, Health Care Agency, Emergency Medical Services Policies and Procedures, including Policy #910.

Sec 620 ENVIRONMENTAL HEALTH RESPONSE TEAM PREMIUM:
Environmental Health Employees who are assigned by the Director-RMA or his/her designee to the Environmental Health Response Team shall receive a biweekly premium of \$192.00. Employees receiving compensation pursuant to this provision are not eligible to receive overtime, standby, or callback pay.

Sec. 621 VCMC PSYCHIATRIC INPATIENT UNIT ASSIGNMENT DIFFERENTIAL:
Any regular, non-physician, non-psychiatric technician, and/or non-nursing employee specifically assigned to work in the Ventura County Medical Center's Unit and specifically designated by the HCA Director to provide acute inpatient mental health care shall receive a five percent (5%) differential for work performed. Depending on the overtime status of the employee, said differential shall be based on, and paid in addition to, either the base hourly wage or base biweekly hourly rate of pay/salary of the

employee. Eligibility for this differential is at the sole discretion of the HCA Director.

Sec. 622 MARKET BASED PREMIUM PAY: Upon recommendation of the Director - Health Care Agency, the Director-Human Resources may approve a premium pay for Pharmacists, Pharmacy Technicians, Clinical Laboratory Scientist I, II, III, Histologist, Radiologic Specialist, Radiologic Technologist, Licensed Physical Therapy Assistant, and Principal Respiratory Therapist as a recruitment and retention bonus. The amount of the premium pay adjustment will be calculated as needed according to the changing labor market survey of comparable positions in local hospitals and private pharmacies and will be up to \$25.00 per hour for Pharmacists and up to \$15.00 per hour for Pharmacy Technicians, Clinical Laboratory Scientist I, II, III, Histologist, Radiologic Specialist, Radiologic Technologist, Licensed Physical Therapy Assistant, and Principal Respiratory Therapist. The premium pay may be reduced or eliminated should a survey as described above show that reduction/elimination is warranted.

The County agrees to meet and consult with the Union on the implementation procedures of the Market Based Premium program to determine the original intent of Section 622 and to modify as necessary for implementation by January 1, 2006. Thereafter the County will meet and consult on any changes in application of Section 622 prior to implementation. The County will conduct an internal review of the use of MBPP and discuss the results with SEIU.

Sec. 623 LICENSE ENDORSEMENT REIMBURSEMENT: An employee in any of the classifications listed below who, in order to meet the minimum requirements for his/her position, renews his /her Class "1" or Class "A" California Drivers license within ninety (90) days of the expiration date and is directed by the County to obtain a Tank and/or Hazmat License Endorsement shall be reimbursed for the cost of the initial endorsements only as follows:

1. \$25.00 when the endorsement(s) is obtained concurrent with the renewal of his/her Commercial Drivers License; or,
2. \$25.00 plus \$10.00 per endorsement when, through no fault of the employee, he/she renewed his/her Commercial Drivers License and was subsequently advised by the County that the endorsement is required.
3. \$25.00 if, on the effective date of this MOA he/she already holds a Class "A" license and the endorsement(s) if he/she is subsequently

advised by the agency/department that such endorsement(s) is required.

Employees shall not be eligible for reimbursement under more than one of the provisions described above.

Eligible Classifications

GSA Maintenance Trainee
GSA Maintenance Worker I, II, III
GSA Maintenance Supervisor
Public Works Maintenance Worker I, II, III, IV
Public Works Maintenance Worker Specialist
Public Works Maintenance Supervisor
Maintenance Worker Trainee
Maintenance Worker I, II, III, IV
Maintenance Supervisor
Water & Wastewater Service Worker Trainee
Water & Wastewater Service Worker I, II, III, IV, and Supervisor
Wastewater Operator

Sec. 624 EDUCATION INCENTIVE PAY:

- A. Employees shall receive incentive pay in addition to base hourly rate of pay/salary 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. Employees eligible for educational incentive pay shall be entitled to receive only one (1) level of pay for the highest degree level attained.
- C. Incentives shall be granted pursuant to this Section only after submission of appropriate documentation to, and approval by, the Human Resources Division.
- D. Ventura County Employees' Retirement Association (VCERA) staff who have attained certification as a Certified Employee Benefits Specialist (CEBS) shall receive a three and one-half percent (3.5%) premium pay in addition to base hourly rate of pay/salary.

Employees are eligible for this benefit in addition to other benefits outlined in Article 6.

Sec 625 ASSIGNMENT PREMIUM:

- A. Any Clinical Coordinator or Crisis Team employee who provides direct patient care and who works an eight (8) hour shift in the Ventura County Medical Center or its affiliated clinics shall receive a premium of \$15.00 per shift completed or \$1.875 per hour compensated. Crisis Team eligible employees include, but are not limited to, the classifications of Mental Health Associate, Psychiatric Social Worker I, II, III and IV, Psychologist and Senior Psychologist.
- B. Employees who are otherwise eligible for this and who work a shift other than eight (8) hours, shall have such computed on a pro-rata basis for the hours actually worked.
- C. Any employee who receives the Assignment Premium pursuant to the provisions of this Section, and who is absent as the result of having utilized a day of paid sick leave, paid annual leave, paid vacation, or paid holiday, shall continue to receive the Assignment Premium as if they had worked their regular shift for that day(s). Any otherwise eligible part-time employee who take such day of paid leave off, shall be compensated on a pro-rata basis.

Sec. 626 CERTIFICATION PAY:¹ - Any Clinical Coordinator who possesses or acquires certifications issued by a national or state recognized organization is eligible for \$0.625 per hour, per shift, per certification for up to a maximum of five (5) certifications per employee. In order to qualify for the certification pay, the employee must provide appropriate documentation and request the pay. Certifications must be deemed clinically appropriate by Nursing Administrators and be consistently utilized in the employee's regular assignment.

Any employee who receives the certification pay pursuant to the provisions of this Section, and who is absent as the result of having utilized a day of paid sick leave, paid annual leave, paid vacation, or paid holiday, shall continue to receive the certification pay as if they had worked their regular shift for that day(s). Any otherwise eligible part-time employee, who takes such day of paid leave off, shall be compensated on a pro-rata basis.

At no time will an employee in any classification receive a negative rating, be penalized or refused a merit increase as a result of not having a

certification / certifications that are not required in the employee's job classification.

- Sec. 627 PUBLIC SAFETY DISPATCHER TRAINING OFFICER PREMIUM: Employees in the classifications of Public Safety Dispatcher II or Supervising Public Safety Dispatcher who are designated as Training Officers shall receive one dollar and fifty cents (\$1.50) per hour for each shift in which a trainee is assigned to them and they actually perform training related duties.
- Sec. 628 UNDERGROUND STORAGE TANK INSPECTOR CERTIFICATION: Regular full-time and part-time RMA Technician III, Environmental Health Specialists III, IV and Supervising Environmental Health Specialist, assigned to the Hazardous Materials Program, who have an Inspector Certification issued by the International Code Council shall receive premium pay of \$.79 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.
- Sec. 629 DEFERRED COMPENSATION: Employees in the units covered by this MOA 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/salary and the County shall match one and one-half percent (1.5%); employees who contribute at least one and three quarter's percent (1.75%) of hourly rate of pay/salary, the County shall match one and three quarter's percent (1.75%).
- Sec. 630 PARKING SPACE: The County shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.
- Sec. 631 SPECIAL EQUIPMENT OR CLOTHING: Under no circumstances shall the employee be required to purchase special equipment or clothing unless so directed by order of the Board. County will consult with Union if such should occur.
- Sec. 632 SAFETY SHOE REIMBURSEMENT: Effective July 1st of each year, employees whom the appointing authority has determined must wear safety shoes, shall be eligible to receive a \$165.00 voucher towards the purchase and/or maintenance of such shoes for wear on the job. A new employee shall become eligible to receive a voucher upon hire. The parties recognize and agree that distribution of the voucher completely

satisfies any obligation the County may have with respect to the provisions of safety shoes. Upon demonstration of need and approval by the appointing authority, an employee may receive an additional \$165.00 voucher towards the purchase of a replacement pair of safety shoes.

Agricultural Inspectors are eligible for safety shoe reimbursement upon request.

Sec. 633 CONTINUING EDUCATION - HEALTH PERSONNEL: The HCA will attempt, through its Staff Development Program, to provide the required In-Service Health Care Personnel Education requirements imposed by the Continuing Education Statute of the State of California.

Sec. 634 IN-SERVICE TRAINING FOR NURSING CARE COORDINATORS: The HCA will attempt, through its Staff Development Program, to provide the In-Service Nursing Education required by statute (AB 449 of 1972).

Sec. 635 PESTICIDE APPLICATOR'S CERTIFICATION: The County shall pay those fees assessed an employee who maintains certification as a pesticide advisor and/or certification to apply pesticides or herbicides provided, however, that such certificate is designated as necessary by the Department/Agency Head to perform the assigned duties and that payment provided under this Section is approved in advance. The County shall cover costs for fees paid for approved classes appropriate for maintaining certification.

Sec. 636 LICENSE/REGISTRATION REIMBURSEMENT-NURSING CARE COORDINATORS, CLINICAL COORDINATORS, AND SPECIFIED TECHNICIAN CLASSES: The County shall reimburse employees in the below listed classifications for State required, job related licenses provided, however, that the Director- HCA or Director-Human Services Agency (hereinafter "HSA"), as appropriate, determines that such licenses are necessary to meet the requirements of the position(s). Employees in HSA and Behavioral Health are eligible for reimbursement for Mental Health Associate Licenses.

Classifications eligible for reimbursement are:

1. Respiratory Technician
2. Respiratory Therapist and Principal Respiratory Therapist
3. Radiologic Technologist and Specialist
4. Pharmacy Technician I and II
5. Clinical Laboratory Technologist I, II, III
6. Registered Dietician I, II, III

7. Therapeutic Dietitian
8. Nursing Care Coordinator I, II
9. Clinical Coordinator
10. Clinical Coordinator – Behavioral Health
11. Clinical Coordinator – Mental Child Health
12. Clinical Coordinator – Surgical Services
13. Public Health Nutritionist I, II, III
14. Staff Psychologist and Senior Psychologist
15. Psychiatric Social Worker I, II, III, IV
16. Mental Health Associate
17. Community Services Coordinator
18. Marriage, Family and Child Counselor
19. Licensed Clinical Social Worker
20. Physical Therapist
21. Occupational Therapist
22. Clinical Laboratory Scientist I, II, III

Sec. 637 CERTIFICATION REIMBURSEMENT - WATER/WASTEWATER TREATMENT CERTIFICATES - The County shall reimburse employees in the below listed classifications for State required, job-related licenses up to a maximum of three (3) (with the exception of California driver license), as determined by the Director-Human Resources to meet the requirements of the positions. Classifications eligible for reimbursement are:

1. Water & Wastewater Lab Technician
2. Water & Wastewater Service Worker Trainee, I, II, III and IV
3. Water & Wastewater Service Supervisor

Certifications for reimbursement include, but are not limited to the following list below. Additional state certifications may be added at the discretion of the Director-Human Resources for all levels of the following:

1. Water Treatment Operator
2. Water Distribution Operator
3. Wastewater Treatment Operator
4. Wastewater Collection Systems
5. Laboratory Analyst

Sec. 638 STAFF DEVELOPMENT FOR CLINICAL COORDINATORS: Employees shall be authorized up to sixteen (16) hours per year of leave with pay to attend job-related conferences and seminars which are conducted during times when said employees would regularly be on duty. Such leave may be taken while utilizing Textbook and Tuition Reimbursement. The

approval and scheduling of such time off with pay by a department head is predicated on the availability of adequate staffing.

Sec. 639 INSPECTOR LICENSE: The County shall pay those fees assessed an employee who successfully completes an Environmental Health Specialist Registration from the California Department of Public Health. Weights & Measures License, Agricultural Inspector License, Deputy Agricultural Commissioner License or Agricultural Commissioner License from the California State Department of Food and Agriculture. The County shall cover costs for fees paid for approved classifications appropriate for licensure. The County will continue to pay for the fees assessed an employee for obtaining the Building Inspector Certificate.

Sec. 640 PERSONAL PROPERTY REIMBURSEMENT POLICY:

- A. 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 the Safety and Claims Officer.
- B. Amount of Claim - The minimum claim shall be for a cumulative total of ten dollars (\$10) per incident; claims of under ten dollars shall not be processed. The maximum amount any employee may claim is five hundred dollars (\$500) in one year.
- C. Level of Reimbursement - Glasses, dentures, hearing aids or other prosthesis and watches will be reimbursed as provided for in Section D.

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 II. 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 use of the following table.

MEN'S WEAR		WOMEN'S WEAR	
Item	Rate (Yrs)	Item	Rate (Yrs)
Coats & Jackets - Leather & Suede	3 4	Coats & Jackets - Leather & Suede	3 4
Hats	1	Blouses	1.5

MEN'S WEAR		WOMEN'S WEAR	
Neckties	1	Dresses	2
Rainwear - Plastic	1	Rainwear - Plastic	1
- Fabric	2	- Fabric	2
Shoes	1.5	Shoes	9 mos
Shirts	1.5	Shirts	2
Slacks	2	Slacks	1.5
Suits	3	Suits	3
Sweaters	2.5	Sweaters	2
Socks	.5	Uniforms	1.5
Sport Coats	4	Underwear - Foundation Garments - Panties - Slips	6 mos 6 mos 1.5
Work Clothes	.5		
Underwear	1		

LIFE EXPECTANCY RATING					REIMBURSEMENT VALUE		
Age of Article in Months					% of Replacement Cost		
1	2	3	4	5	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%
13-62	25-62	37-62	56-62	61-62	20%	15%	10%
62+	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) minimum claim limit and a maximum payment of five hundred dollars (\$500).

- D. The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost less any insurance payment, if any, 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) minimum claim limit and a maximum of five hundred dollars (\$500).

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). They will also be subject to a ten-dollar (\$10) deductible.

All damages to private automobiles or automobile equipment will not be reimbursable under this policy.

EXAMPLE:

<u>MAN'S SLACKS:</u>	Replacement Cost	\$18.00
	Life Expectancy	Two years
	Actual Age:	18 months
	Condition:	Average
	Reimbursement Value:	40% or \$7.20

Sec. 641 LEAD DISASTER TEAM PREMIUM PAYMENT: Effective July 26, 2009, any Behavioral Health Clinician assigned, by the Agency/Department Head or designee, to Lead Disaster Team responsibilities shall receive a premium pay of 2.5% per hour above the base hourly rate of pay/salary rate. The Lead Disaster Team Premium Pay shall be effective for the period of lead assignment only and is not to exceed eighty (80) compensated hours per pay period.

Sec. 642 TREATMENT PLAN AUTHORIZATION PREMIUM PAYMENT: Effective July 26, 2009, any Behavioral Health Clinician IV assigned to assist the Behavioral Health Clinic Administrator in the signing of treatment plans authorizing medically necessary services shall receive a premium pay of 2.5% per hour above the base hourly rate of pay/salary rate. The Treatment Plan Authorization Premium Pay shall be effective for the period of assignment only and is not to exceed eighty (80) compensated hours per pay period. Assignment to the duty of assisting in the signing of medical treatment plans shall be at HCA management's discretion in accordance with applicable state and federal rules regulating the authorization of treatment plans.

Sec. 643 ANIMAL CONTROL OFFICER-RANGE MASTER PREMIUM: Effective the first day of the first pay period following Board of Supervisors approval of this agreement, an employee in the classification of Animal Control Officer II or III assigned, by the Director-Animal Regulation or his/her designee, to Range Master responsibilities and who possesses a valid Firearms Instructors Certificate shall receive a biweekly premium of \$45.00.

ARTICLE 7 HEALTH INSURANCE

Sec. 701 COUNTY CONTRIBUTION:

- A. Regular, full-time employees will be covered by the County of Ventura Flexible Benefits Program. Subject to terms and conditions of the plan document, the County shall contribute an amount not to exceed \$273.00 per bi-weekly pay period towards the Flexible Benefits Program for each regular employee.
- B. Flexible credits for enrolled regular part-time employees shall be established on a separate basis from regular full-time employees. For each enrolled regular part-time employee subject to the conditions of the plan document, the County shall contribute an amount not to exceed \$184.00 per bi-weekly pay period towards the Flexible Benefits Program. For purposes of this Article only, regular part-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty-four (64) hours per biweekly pay period. ⁱⁱ
- C. The health insurance plan for enrolled OCEs shall be established on a separate basis from regular full-time and regular part-time employees. Each OCE shall be enrolled in the VCHCP medical plan only and shall not be afforded the other benefits associated with the Flexible Benefits Program. ⁱⁱⁱ

Sec. 702 CONTINUATION OF HEALTH PLAN: Should an employee exhaust his or her sick leave and go on medical or maternity leave of absence without pay, the County agrees to continue to make its contribution to the Flexible Benefits Program for up to six (6) biweekly pay periods. The number of

hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay.

Sec. 703 LABOR/MANAGEMENT COMMITTEE: Local 721 agrees that it is in the best interest of the parties to review the current Health Insurance Plan to determine if the Plan design is the most efficient and economical for the benefits provided by the plan. The County agrees to consult with Local 721, per Section 704, on health insurance benefits and the solution of claims processing problems when requested. Accordingly, the parties agree to the continuation of a joint management/labor health care cost containment committee. Such committee shall meet quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities.

Sec. 704 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 Local 721 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, County agrees to give Local 721 thirty (30) days' notice of any plan changes proposed and to afford Local 721 an opportunity to express its opinion regarding those proposed changes. Any changes in the plan initiated by the County must be submitted to the Board of Supervisors for approval during a regular session. Said notice and opportunity to communicate shall not be interpreted at any time during the course of this Agreement as an obligation on the part of the County or a right on the part of Local 721 to meet and confer or otherwise consult or negotiate regarding these issues.

Sec. 705 STATE DISABILITY INSURANCE (SDI): The parties agree to continue participation in the employee paid State Disability Insurance Program (SDI) pursuant to applicable State regulations and the following provisions:

- A. For purposes of this Section only, the term "employee" shall include regular employees assigned to County classifications. This inclusion in the SDI program will not confer any representation rights to temporary help employees or alter in any way the definition

of "employee" in the County's Personnel Rules and Regulations or current Memorandum of Agreement.

- B. If a bargaining unit chooses to withdraw from SDI after the required two (2) years, membership must present a majority petition indicating such desire.
- C. This program shall be administered by the County.
- D. The employee shall pay all costs of the program.
- E. Per State regulations, benefits for employees not previously covered by SDI shall become effective approximately seven (7) months after enrollment.

ARTICLE 8 TEXTBOOK AND TUITION REIMBURSEMENT

Sec. 801 PURPOSE: To provide a program whereby employees of the County are reimbursed for the costs of textbooks, tuition, registration, laboratory fees, and graduation fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time.

Sec. 802 ELIGIBLE EMPLOYEES: Permanent, probationary, full time and part-time employees (on a pro rata basis) are eligible to participate in this program.

Sec. 803 COURSES ELIGIBLE: The following criteria will be used in determining eligibility for reimbursement:

- A. Courses must have a reasonable potential for resulting in more effective County service.
- B. Courses directly related to the employee's occupational field are eligible.
- C. Courses that are prerequisite to job-related degrees and/or courses are eligible.
- D. Job-related courses preparing an employee for promotion in his/her job field, or a job field for which there are promotional opportunities within County service are eligible.

- E. Graduate course work which is required to receive a job-related Master's Degree is eligible for reimbursement.
- F. Job-related seminars and workshops offered by professional societies, organizations, or a County training facility shall be eligible for reimbursement for employees in the following bargaining units, when approved by the Department/Agency head:
 - 1. Professional Unit
 - 2. Technical Unit
 - 3. Supervisory Unit
 - 4. Administrative Support Unit
- G. Real Property Agents shall be eligible for reimbursement under the County Textbook and Tuition Reimbursement Program for job-related courses approved by the department head, which are offered by the following organizations:
 - 1. Appraisal Institute
 - 2. American Right of Way Association
 - 3. Institute of Real Estate Management
- H. 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 Department/Agency head.

Sec. 804 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

- A. Those taken to bring unsatisfactory performance up to an acceptable level.
- B. Those, which duplicate in-service training.
- C. Those which duplicate training the employee has already received.

Sec. 805 TEXTBOOK AND TUITION REIMBURSEMENT:

- A. Tuition Reimbursement / Non-Exempt Employees - County shall, unless otherwise designated in this MOA, provide for 100% reimbursement of tuition and course-related textbooks up to a maximum of nine hundred dollars (\$900) per fiscal year, in accordance with the provisions of the Article. This benefit is to be applied in the fiscal year in which the course work is completed.

Agency/Department Heads shall not authorize expenditures in excess of the maximum.

- B. Exempt Employees Textbook and Tuition Reimbursement - Employees exempt from overtime shall be eligible for 100% reimbursement for departmentally approved, off-duty, job-related recognized coursework up to a maximum of one thousand one hundred dollars (\$1100) per fiscal year.
- C. Nursing Care Coordinator and Clinical Coordinators Textbook and Tuition Reimbursement: Nursing Care Coordinators I-II and Clinical Coordinators shall be eligible for 100% reimbursement for Agency approved, off-duty, job-related recognized coursework up to a maximum of five hundred dollars (\$500) per fiscal year for lower division courses, and seven hundred fifty dollars (\$750) per fiscal year for upper division or graduate coursework.

Sec. 806 OTHER REQUIREMENTS AND LIMITATIONS: The following shall also apply to this program:

- A. Courses must be taken on the employee's own time, on compensatory time, or vacation time, or administrative leave approved in advance by the Department/Agency head. Department/Agency heads are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this section is to not provide for time off with pay.
- B. Neither transportation nor mileage reimbursement are provided for by this program.
- C. Parking fees, meals and other costs not specifically covered in this program will not be paid by the County.
- D. Costs for which reimbursement is received from other sources are not covered by this program, except that portion not covered from other sources will be paid by the County up to the maximum as provided by this Article.
- E. Conventions and conferences are not covered by this reimbursement program.
- F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement. A grade of "A" or "B" or its

equivalent (Pass for Pass/Fail courses) is required for reimbursement for graduate courses.

- G. 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.

Sec. 807 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Department/Agency head is responsible for the administration of this program. Applications for reimbursement must receive approval by the Department/Agency head prior to the first class session. An official record of grades and receipts must be received by the Department/Agency head 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 Department/Agency head. New employees, however, will not be reimbursed until they have completed 1,040 hours of compensable service with the County. The Director-Human Resources may develop such forms and additional procedures, which he/she deems necessary to accomplish the intent of this textbook and tuition program.

Sec. 808 USE OF TEXTBOOK & TUITION - OUT OF STATE: An employee shall be entitled to reimbursement for classes/courses taken out of state, provided that all the above criteria are met and it results in no additional cost to the County.

Sec. 809 HUMAN SERVICES AGENCY (HSA) JOB TO CAREER PROGRAM: This program is offered with the specific goal of developing social workers and other human service delivery professionals. Courses will be approved for establishing eligibility to receive benefits under the HSA Employee Job to Career Program. These courses are approved at the sole discretion of the HSA management and may be at the Credential, Certificate, Associate, Bachelor or Master degree levels.

Regular employees of the HSA who are enrolled in the HSA Employee Job to Career Program and who are registered in courses specifically pre-approved by the HSA Staff Development Manager shall receive the following:

- A. Textbook Loan: Instructor required textbook(s) will be provided for the use of the employee during the term of the course. The textbook(s) are to be signed out by the employee and be returned to the agency in good form at the end of the course. If the textbook is not returned or is

returned unusable, the employee is obligated to reimburse the agency for the cost of the textbook. .

- B. Paid travel time and mileage: The employee shall receive paid mileage and travel time from their work site to the class site when the course begins during the employees approved work schedule. Employees will not be paid while attending the class, travel from class returning to their work site or home, nor to travel from any non-work site location.
- C. Use of County computers: County computers and internet access may be used to complete course related research and assignments on employees own time.

ARTICLE 9 WORK SCHEDULES

Sec. 901 NORMAL 80-HOUR BIWEEKLY WORK PERIOD: Except as may be otherwise provided, the “normal” biweekly work period of the County/APCD shall be ten (10) working days of eight (8) hours each. It is the duty of each Department/Agency head to arrange the work of his/her department or agency so that each regular employee therein shall work no more than the normal schedule, except that a Department/Agency head may require any employee in his/her department to temporarily perform service in excess of the normal schedule, when public necessity or convenience so requires. The provisions of this Article are intended to define the normal work schedule and do not guarantee a minimum number of hours of work. The County retains its right to relieve employees from duty because of lack of work or for other legitimate reasons; however, this does not preclude employees or Local 721 from grieving the practical consequences of that action.

Sec. 902 OTHER ALLOWABLE WORK SCHEDULES: A Department/Agency head may, following communication with the employees involved, assign employees of the Agency/Department to any other schedule which aids the Agency's/Department's ability to serve the public if such schedule is not a violation of State or Federal law. The County agrees to consult with Local 721 prior to the employees being placed on a modified workweek.

Sec. 903 WORK SCHEDULE CHANGES: The County and Local 721 agree to meet and discuss problems with, or changes in, work schedules on a

Department/Agency basis during the term of this MOA upon request of either party.

Sec. 904 EMPLOYEES WORKING STRAIGHT 8-HOUR SHIFT: Employees on a straight eight (8) hour shift schedule shall work eight (8) hours straight, inclusive of lunch and/or breaks.

Sec. 905 SHERIFF'S EMPLOYEES WORKING STRAIGHT 12.5 HOUR SHIFT: Sheriff's Department employees assigned to work a straight twelve and one half (12.5) hour shift schedule shall work twelve and one half (12.5) hours straight, inclusive of lunch and/or breaks.

Sec. 906 BENEFIT ACCRUALS FOR OTHER THAN 8-HOUR EMPLOYEES: Benefit accruals for full-time employees on modified work schedules shall be on the same basis as other full-time employees, with accrual based on regular scheduled hours.

Sec. 907 VARIABLE WORK HOURS PROGRAM:

A. DEFINITIONS:

1. "VARIABLE WORK HOURS" are either a "compressed work schedule", or a "flexible work schedule."
2. A "COMPRESSED WORK SCHEDULE" is a schedule which permits employees to finish their usual number of working hours in fewer days per pay period either by working the normal weekly hours in four days (4/10) or the normal biweekly hours in nine days (9/80).
3. A "FLEXIBLE WORKING SCHEDULE" gives employees the option of changing their starting and ending times on a periodic basis as determined by Management in consultation with the employee.

B. CONDITIONS:

When a variable work hour arrangement is implemented, the following conditions will apply:

1. The determination to implement a variable work hour program shall be at the sole discretion of the Department/ Agency Head.
2. To the extent that Department/Agency trip reduction goals can be met, employee participation in the program is voluntary.

However, nothing contained herein either precludes management from assigning employees to the variable work hour program or denying their requests for voluntary participation.

3. A Department/Agency Director may decide to cancel the program at any time, at which time the employees shall be assigned another work schedule. Cancellation will be preceded by a twenty-one (21) day notification.
4. Eligibility for variable work hours will be at the sole discretion of the Department/Agency Head.
5. Overtime, if required, will normally be scheduled on the employee's day off.
6. On a compressed workweek program, use of full vacation, sick or annual leave day will be charged 10 hours on the 4/10, or 8 or 9 hours on the 9/80, depending upon the scheduled hours of the employee.
7. Any employee requesting change in a schedule or flexible working hours schedule will require his/her supervisor's approval, subject to management's review.
8. Any change in scheduled working hours shall be at the sole discretion of the appropriate supervisor/manager.
9. Preference in selecting a day off, or variable hours starting and ending time, may be given to employees with ridesharing arrangements, or dependent care considerations. This is a guideline for use by managers in determining workflow and coverage issues.
10. Employees and managers/supervisors may be required to complete periodic surveys, to evaluate the effects of the program.
11. Employees participating in the program will be required to sign an agreement that they have read and understand the program.

Sec. 908 SHIFT ASSIGNMENTS, OVERTIME DISTRIBUTION AND ASSIGNMENT CHANGES: Any employee who believes that a Managerial decision on the assignment of shifts, distribution of overtime or change in assignment is inappropriate may request through the Union that a specific decision be

reviewed by the Director of Human-Resources or his/her designee for a determination. The Director or his/her designee shall meet with the complainant, investigate the matter, and render a decision within sixty (60) days of initiation of the complaint. The decision of the Director of Human Resources in such matters is to be considered as final and not subject to the grievance procedures.

ARTICLE 10 OVERTIME

Sec. 1001 PURPOSE: To provide the basis for both calculation and payment of overtime in a manner that meets the requirements of the Fair Labor Standards Act (FLSA). No provision of this Article should be construed as guarantee of hours of work per day/week/biweek nor of days of work per week/biweek.

Sec. 1002 POLICY-LIMITATION ON OVERTIME: It is the County's policy to avoid the necessity for overtime whenever and wherever possible. Overtime work may sometimes be necessary to meet emergency situations, seasonal or peak workload requirements. No employee shall work overtime unless authorized by his/her department/agency head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.
Any employee who is FLSA exempt shall not be paid overtime of any type unless specifically provided herein.

Sec. 1003 DEFINITIONS:

For purposes of this Article only.

- A. A "Designated Work Period" shall consist of seven (7) consecutive days (168 hours).
- B. "Overtime" is defined as time worked by an employee in excess of forty (40) hours in a seven (7) day, one hundred, sixty-eight (168) hour Designated Work Period. Management reserves the right under the FLSA to designate the Work Period for each employee.
- C. "Time Worked" shall include paid assigned holidays, paid court appearances, paid sick leave, and paid industrial leave as provided for in these Articles provided, however, time worked for persons employed as Water & Wastewater Service Worker Trainee, I, II, III, IV, or Supervisor, Wastewater Operator, Public Works Maintenance

Worker I, II, III or IV, Public Works Maintenance Worker Specialist, or Supervisor-Public Works Maintenance shall include paid vacation time when such time is taken off between the period of November 1 through April 30; and time worked for persons employed as a Public Safety Dispatcher, Clerical Supervisor III, Sheriff's Telecommunication Specialist series, Sheriff's Jail Cook, Sheriff's Records Specialist series, Sheriff Fingerprint Specialist assigned to the Records Bureau and Sheriff Intake & Release Specialist series assigned to Detention Services shall include vacation and compensatory time off.

Sec. 1004 COMPENSATION FOR OVERTIME HOURS WORKED - IN GENERAL:

Except for those employees who are eligible for the payment of overtime under the provisions of Section 1005 or 1006, regular full-time and part-time employees who are neither eligible for Administrative Leave nor considered as "exempt" employees under the provisions of the FLSA shall be paid in cash at a rate of one and one-half (1.5) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours during their Designated Work Period.

An employee eligible for paid overtime under the provisions of this Section, may request, subject to management approval, the accumulation of compensatory time off in lieu of paid overtime, at the rate of one and one-half (1.5) hours of compensatory time off for each hour worked in excess of forty (40) hours during their Designated Work Period. The maximum number of accumulated hours of compensatory time off shall not exceed 120 (80 hours of overtime times 1.5).

Accumulated compensatory time off may be utilized subject to the following conditions:

- A. Accumulated compensatory time off may be taken off by an employee with prior approval of department management.
- B. Whenever any person is unable to take compensatory time off within the calendar year during which the overtime is earned, such compensatory time off may be either "cashed out" or carried over into the next calendar year. If such compensatory time off is carried over, it must be taken as compensatory time off during the next year or, at the completion of the second calendar year, it will be "cashed out" at the base hourly rate of pay/salary rate then in effect.
- C. Any employee who terminates or is terminated shall be paid his/her hourly rate of pay/salary for each hour of accrued compensatory time off. The compensation resulting from this provision shall be based upon the base 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. 1005 7(j) EXEMPTION:

- A. Except for employees described in Section (D) below, the County has previously elected the 7(j) overtime exemption for "hospital employees" as determined by the Director-Health Care Agency.
- B. The work period for "hospital employees" of the Health Care Agency shall be (14) days. Time worked shall include paid assigned holidays, paid court appearance, paid sick leave, and paid industrial leave. County agrees to notify each employee and make a notation in his/her personnel record noting a fourteen (14) day work period and the starting time and day of each work period.
- C. Non-exempt "hospital employees" shall be paid in cash at one and one-half times their regular hourly rate of pay for each hour worked in excess of eight (8) FLSA "hours worked" in any workday or eighty (80) FLSA "hours worked" in any fourteen (14) day pay period. Hours worked in excess of FLSA maximums shall be paid based upon the FLSA definition of rate of pay. Contractual overtime payments shall be credited towards FLSA minimum overtime pay obligations where appropriate.
- D. Notwithstanding the provisions of Sections 1005 (A) through (C), VCMC Inpatient Psychiatric, Nursing Units and Inhalation Therapy employees are not designated as 7 (j) exempt "hospital employees" as defined in the Fair Labor Standards Act. Employees of these units shall receive overtime pay at the rate of one and one-half times their regular hourly rate of pay for all hours worked in excess of their regularly scheduled shift per twenty-four (24) hour period, or all hours worked in excess of forty (40) hours in their seven (7) day designated work period. For purposes of this section only, the term "unit" shall mean any one of the following organizational entities at the VCMC:

- The Emergency Department
- The Surgery Department
- The Day Surgery Unit/Department
- The Recovery Room Unit
- The Pediatrics Unit
- The Intensive Care and Telemetry Unit
- The Medical/Surgery Unit

The Maternal Child Health Care Unit
The Obstetrics Department
The Post Partum Unit
The Neonatal Intensive Care Unit
The General Nursery Unit
The Ambulatory Care Unit

Sec. 1006 FLSA EXEMPTION: Employees occupying the classifications designated as exempt in accordance with FLSA as of October 16, 2001 shall not have their pay or their vacation/leave banks reduced for absences of less than one day. The County agrees to notify Local 721 whenever classifications designated as exempt are added or deleted from the County's classification system.

ARTICLE 11 ADMINISTRATIVE LEAVE

Sec. 1101 PURPOSE: To provide for granting time off with pay for employees who are not eligible to be compensated for overtime.

Sec. 1102 ELIGIBLE EMPLOYEES: Any employee whose position is declared exempt under the provisions of the Fair Labor Standards Act is eligible for administrative leave.

Sec. 1103 GRANTING OF ADMINISTRATIVE LEAVE: Employees shall be granted paid administrative leave upon approval of their supervisor in accordance with County policies and guidelines.

Administrative Leave may be granted in increments not to exceed twelve hours (or the regular shift). For example, an employee who works a 4/10 schedule may be granted 10 hours of Administrative Leave on his/her usual workday.

Sec. 1104 PAYMENT FOR OVERTIME WORKED: Nothing herein shall prevent the payment of straight cash compensation to employees eligible for administrative leave in times of stress or unusual workload situations. Such compensation shall require the authorization of the Board of Supervisors.

Sec. 1105 USE, ACCRUALS AND RECORD KEEPING: Employees exempt from overtime shall not accrue or record hours worked beyond the regular workday or biweekly work period. Employees exempt from overtime shall be eligible to receive administrative leave for personal business in addition to vacation, sick leave and holidays. Administrative leave is not an accrual

and has no cash value. It is not earned, but is allowed exempt employees, subject to supervisory scheduling.

Sec. 1106 ADDING OR DELETING CLASSIFICATIONS ELIGIBLE FOR ADMINISTRATIVE LEAVE: Each party to this MOA shall, upon notice from the other during the period of this MOA, promptly meet and confer with respect to proposed additions to or deletions of those classifications eligible for administrative leave.

ARTICLE 12
VACATION

Sec. 1201 VACATION USAGE: Each department or agency head shall be responsible for scheduling the vacation periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and the County service. Vacation time may be taken in increments of two (2) hours. 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 appointing authority shall determine when vacations will be taken.

Sec. 1202 VACATION ACCRUAL: Regular employees 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 County 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. 1203 VACATION REDEMPTION: After 20,800 hours of continuous County service (approximately ten (10) years), and upon using eighty (80) hours of vacation during the past twelve (12) months, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of vacation accrual at the current hourly rate of pay/salary rate. Such an employee must have a minimum of forty (40) hours of accrued vacation after the payment. A request for payment in lieu of eighty (80) hours of vacation accrual under this paragraph shall not be made more than once per calendar year. A request for payment in lieu of forty (40) hours vacation accrual under this paragraph shall not be made more than twice per calendar year provided, however, that in no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) in any one calendar year. Either party may request a review of this program. Upon such a request, the parties agree to meet promptly.
- Sec. 1204 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. 1205 VACATION BENEFITS FOR PART-TIME EMPLOYEES: Regular part-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. 1206 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.
- Sec. 1207 INELIGIBILITY FOR BENEFITS: Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 31 of this Agreement.

Sec. 1208 COORDINATION WITH DISABILITY BENEFITS: Eligible employees, subsequent to exhausting all accumulated sick leave hours as per Section 1404(F), may use accrued vacation hours in conjunction with either State Disability Insurance or the County Long Term Disability Plan in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he actually worked his/her normal schedule.

ARTICLE 13
HOLIDAYS

Sec. 1301 HOLIDAY POLICY: Paid holidays shall be authorized only for regular full-time, regular part-time, and provisional employees. To be entitled to pay for such paid holidays, an employee must be entitled to full compensation for his/her regularly scheduled shift both the day before and the day after such paid holiday.

Sec. 1302 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. Thanksgiving Day, the fourth Thursday in November;
8. Christmas Day, December 25;
9. 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 Supervisors.

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 compressed work schedules as set forth in

Section 907, 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.

For historical purposes only, the leave described above was negotiated in lieu of the four (4) hours of leave previously granted on Christmas or New Year's Eve.

- B. Regular part-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. 1303 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 twelve (12) hours. Holidays for part-time employees shall be pro-rated based upon the total number of hours regularly worked.

Sec. 1304 WORK ON HOLIDAYS: Regular full-time and regular part-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 (1.5) 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 (or annual leave

where applicable) hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve (12) hours.

ARTICLE 14
SICK LEAVE

Sec. 1401 SICK LEAVE ACCRUAL RATES: Regular 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. 1402 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. 1403 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 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 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 agency or department head.
- C. Maternity leave as provided in these Articles.
- D. Unless authorized by the Director-Human Resources, a maximum of forty (40) 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/her 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, registered domestic partner, step or foster parent or child 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 either State Disability Insurance or the County Long Term Disability Program in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he/she actually worked his/her normal schedule.

Sec. 1405 DEPARTMENTAL/AGENCY RESPONSIBILITY FOR ADMINISTRATION: Each agency or 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. Employees required to produce such evidence for illness of less than three (3) days shall be notified of this requirement in advance, in writing. Any person absent from work on sick leave shall notify his/her department or agency head on the first day of such leave and as often thereafter as directed by his/her agency or department head. The Director-Human Resources or the department or agency head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

Sec. 1406 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his/her illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his/her absence on any day after the five days unless and until he/she presents to his/her appointing authority a certificate signed by his/her physician stating that he/she 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 his/her appointing authority 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 County expense.

Sec. 1407 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/her at the time of

such termination irrespective of whether or not such a person is subsequently employed by the County.

- Sec. 1408 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION OR RETIREMENT: The County shall make a cash payment of 25% of all unused sick leave upon occurrence of the following:
- A. All employees with 20,800 hours (approximately ten (10) ten years) or more of continuous County service shall upon retirement or termination, except discharge for cause, receive a cash payment of 25% 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/salary on the last day worked.
- Sec. 1409 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly rate of pay/salary rate earnable by the employee on each day that he/she is on sick leave.
- Sec. 1410 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave shall not be used to continue the hourly rate of pay/salary 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 County 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. 1411 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. 1412 SICK LEAVE BENEFITS FOR PART-TIME EMPLOYEES: Regular part-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.
- Sec. 1413 INELIGIBILITY FOR BENEFITS: Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 31 of this Agreement.

ARTICLE 15
INDUSTRIAL LEAVE

Sec. 1501 APPLICATION FOR INDUSTRIAL LEAVE: Any employee absent from work due to illness or injury arising out of and in the course of employment may receive full compensation for up to the first twenty-four (24) working hours for such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by the CDEO-IRRM.

Sec. 1502 BASIS FOR GRANTING INDUSTRIAL LEAVE: Paid industrial leave shall be approved if:

- A. The absence from work is substantiated by a licensed physician's statement certifying that the nature of the illness or injury is sufficiently severe to require the employee to be absent from his/her duties during a rehabilitation period.

If the above conditions are met, such individual shall be paid for up to twenty-four (24) working hours following such accident or illness. Payment under this provision shall not be cumulative with any benefit, which said employee may receive under the Labor Code of the State of California awarded as the result of the same injury.

Sec. 1503 SUPPLEMENTAL PAID INDUSTRIAL LEAVE: If the employee becomes eligible for payment under the Labor Code of the State of California, either through hospitalization or length of disability, for benefits for the first twenty-four (24) working hours of disability as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to his/her full regular hourly rate of pay/salary for the first twenty-four (24) working hours of disability if the conditions in Section 1502 are met. In no event shall benefits under this section be combined with benefits under the Labor Code of the State of California so as to provide payments in excess of an employee's base hourly rate of pay/salary.

Sec. 1504 USE OF OTHER LEAVE: If the request for paid industrial leave is denied, the employee may elect to use accumulated annual leave, sick leave, or accrued vacation time to receive full compensation for the initial twenty-four (24) working hours following the accident or illness.

- Sec. 1505 FULL HOURLY RATE OF PAY/SALARY: Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take as much of his/her accumulated annual leave, sick leave, or accumulated vacation so as when added to his/her temporary disability indemnity, it will result in payment to him/her of his/her full hourly rate of pay/salary.
- Sec. 1506 EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY: An employee who has exhausted his/her industrial leave with pay as provided in Section 1502 and who is entitled to receive temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed to be on temporary disability leave of absence without pay. This temporary disability leave of absence shall terminate when such employee returns to work or when such employee is no longer entitled to receive temporary disability indemnity under Division 4 or 4.5 of the Labor Code.
- Sec. 1507 ACCRUAL OF SICK LEAVE WHILE ON TEMPORARY DISABILITY LEAVE OF ABSENCE: An employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same sick leave credits he/she would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1508 VACATION ACCRUAL WHILE ON TEMPORARY DISABILITY: An employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same vacation credit he/she would have normally accrued had he/she not been placed on temporary disability leave of absence without pay.
- Sec. 1509 HOLIDAY ACCRUAL WHILE DISABLED: An employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same holiday credits he/she would have normally accrued had he/she not been placed on temporary disability leave of absence without pay.
- Sec. 1510 HEALTH PLAN CONTRIBUTION: For employees on temporary disability leave of absence without pay as provided in Section 1506, the County shall continue to make its contribution to the health plan premium as long as said employee remains on temporary disability leave of absence without pay.
- Sec. 1511 BENEFITS WHILE ON TEMPORARY DISABILITY LEAVE OF ABSENCE WITHOUT PAY: Except as expressly provided in this Article or in the Labor Code of the State of California, employees on temporary disability

leave of absence without pay shall not accrue or be eligible for any compensation or benefits while on such leave of absence.

Sec. 1512 RELATIONSHIP TO LABOR CODE: Payment of hourly rate of pay/salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.

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 when such leave is in the best interest of the County. Additional leave for the same purposes may be granted by the Director-Human Resources with the concurrence of the appointing authority. 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.

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 County service.

Sec. 1603 EARLY RETURN FROM LEAVES OF ABSENCE: An employee absent on authorized leave may return to work prior to expiration of the period of authorized leave upon receiving permission from the appointing authority.

Sec. 1604 BEREAVEMENT LEAVE: Any regular employee may be allowed to be absent from duty for up to three (3) working days without loss of pay because of the death of a member of his/her immediate family. When travel to distant locations or other circumstances requires absence in excess of three consecutive working days, the appointing authority may allow the use of accrued annual leave or vacation; or, up to two (2) days of accrued sick leave to supplement the three working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, sister, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step or foster parent or child of an employee.

Employees on an unpaid leave of absence shall not qualify to use bereavement 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 County'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; or,
 - B. The County physician, in consultation with the employee's physician and employee, determines the employee's continued employment causes unreasonable risks of liability to the County; or
 - C. The employee is unable to satisfactorily perform her job duties.

Sec. 1606 LENGTH OF MATERNITY LEAVE: A maternity leave of absence without pay shall be granted by the appointing authority in accordance with the minimum provided under State/Federal law. Additional leave, up to a total combined maximum of one (1) year, may be granted by the appointing authority.

- Sec. 1607 PARENTHOOD LEAVE: Upon approval by the Department/Agency head, an employee may be granted a Parenthood Leave without pay of up to six (6) months in connection with the legal adoption of a child provided the employee meets the following conditions:
- A. The requested leave is within twelve (12) months after the expected date of placement of the adopted child.
 - B. Sufficient documentation of adoption is submitted with the request for leave.

Employees taking Parenthood Leave shall not be eligible for the continuation of health insurance contribution as provided in Section 702 unless qualified under Family Medical Leave Act (FMLA) or (CFRA).

Sec. 1608 SERVING AS WITNESS: No deductions shall be made from the hourly rate of pay/salary of a regular employee for an absence from work when

subpoenaed to appear in court as a witness, other than as a litigant. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee. Any fee or compensation for the service itself must be returned to the County for any days of absence for which the employee receives hourly rate of pay/salary as for a day worked, except that if such service occurred during the employee's vacation or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.

Sec. 1609 JURY SERVICE: No deductions shall be made from the hourly rate of pay/salary of a regular employee absent from work when required to appear in court as a juror. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor. The absence of an employee for the purpose as described above shall be reported to the appointing authority on the biweekly time report submitted to the County Auditor. Employees may retain fees received for serving on a jury.

Sec. 1610 LEAVE DONATION: Regular, full-time employees in the units covered by this MOA may participate in the County's Employee Emergency Assistance Program, subject to the terms and conditions of the program document. The parties agree that the County retains the exclusive right to make changes necessary to administer the Employee Emergency Assistance Program, and SEIU Local 721 specifically waives any right 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 enhancement or cessation of the program.

ARTICLE 17 PART-TIME EMPLOYEES

Sec. 1701 DEFINITION OF PART-TIME EMPLOYEE: The use of the term "part-time" in this MOA is defined as an employee regularly scheduled to work less than eighty (80) hours in a bi-weekly pay period.

Sec. 1702 DEFINITION AND BENEFITS, IN GENERAL: Except as provided in Sec. 1703 below, benefits for employees designated as part-time who regularly work less than eighty (80) hours per biweekly pay period and who are regularly scheduled to work less than one thousand, six hundred and sixty-four (1664) hours per calendar year shall be limited to those specifically provided in this MOA. Such benefits shall accrue on a pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80)

in a biweekly pay period. This Section shall not apply to employees involuntarily placed on a part-time schedule.

Sec. 1703 PART-TIME EMPLOYMENT, NON-SUPERVISORY SOCIAL SERVICES UNIT:

- A. Definition - An employee hired into this category of employment shall work no more than 1,664 hours per year.
- B. Seniority - Regular part-time employee seniority for the purpose of probationary period, merit increases, and layoff shall accrue on a compensable hours basis.
- C. Hours - Persons employed in this category who agree to work at least twenty (20) hours per week shall be guaranteed a minimum of twenty (20) hours per week. An employee may be assigned more than 20 hours per week up to full time as needed.
- D. Voluntary Acceptance of Part-time Employment - Part-time positions shall be made available to employees of the Human Services Agency, subject to the following:
 - 1. All employees on a part-time status on July 3, 1983, shall be allowed to maintain their part-time status unless the employee voluntarily accepts full-time.
 - 2. Current full-time employees desiring part-time positions shall be given priority over non-employees for all part-time positions. However, no current employees desiring full-time employment shall be placed in a part-time position, except as provided in Article 23, Reduction in Force.
 - 3. Insofar as possible, management and employees affected shall attempt to schedule mutually agreeable part-time hours. However, part-time staff may be assigned work hours and work sites as needed to provide adequate caseload coverage and staffing.

ARTICLE 18
PROBATIONARY PERIOD

Sec. 1801 LENGTH OF PROBATIONARY PERIOD:

- A. The probationary period is one thousand and forty (1,040) compensable hours exclusive of overtime. If federal, state or local law requires a longer probationary period, such law shall prevail. The probationary period for a part-time employee shall be the same as full-time employees.
- B. The probationary period for anyone newly employed, promoted, reinstated, transferred, or otherwise assigned to the classifications of Communications Operator I, II, III, and IV, Public Safety Dispatcher I, II, Supervisor – Public Safety Dispatcher, and Emergency Dispatch Systems Coordinator is two thousand and eighty (2,080) hours exclusive of overtime. If Federal, State or local law requires a longer probationary period, such law shall prevail. The probationary period for a part-time employee in any of the aforementioned classifications shall be the same as a full-time employee.
- C. The probation period for employee's serving their initial County service probationary period in a Professional classification shall be two thousand and eighty (2,080) hours. Equal Employment Opportunity Commission rules, not bargaining unit or FLSA status, shall govern the definition of Professional for the purposes of this section.

Should an employee in an EEOC professional classification accept a promotion to a different EEOC professional classification requiring a distinctly different educational path as found on the classification specification, the employee shall serve a promotional probationary period of 2,080 hours.

Sec. 1802 EMPLOYEES WHO MUST SERVE PROBATIONARY PERIODS: The following employees shall serve probationary periods:

- 1. Newly hired employees.
- 2. Employees who are promoted.
- 3. Persons appointed from re-employment, classification reinstatement, or layoff transfer eligible lists to a formerly held classification in an agency/department different from the one from which they were laid off. Persons not successfully completing probation in the new agency/department may have their names restored to the list from which they were appointed based upon their previous date of eligibility.

4. Persons appointed from reemployment or classification reinstatement eligible lists. However, persons reemployed following layoff or reinstated to a formerly held classification following a reduction in force who are so reemployed or reinstated within ninety (90) calendar days of such layoff or demotion and who are reemployed or reinstated within the agency/department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.
5. Persons appointed from County service reinstatement eligible lists.

Prior service in any extra help status as defined in Article 11 of the Ventura County Personnel Rules and Regulations shall not be considered part of the probationary period.

Sec. 1803 EXTENSION OF PROBATIONARY PERIOD: Employees serving a probationary period may request and the Department/Agency head on his/her own initiative may authorize an extension of the probationary period of an additional eighty (80) to one thousand and forty (1,040) hours of compensable service in eighty (80)-hour increments where insufficient training, marginal performance and other related factors warrant such extension. This authorization shall be in writing. The Department/Agency head shall notify the Director-Human Resources and the employee of any extension and the reasons therefore.

Where the County is considering the extension of an employee's probationary period, such employee shall be informed of his/her right to representation at a meeting to discuss the extension of the probation period. Upon the request of the employee, the County shall consult on such extension with the employee and Local 721.

Sec. 1804 PROBATIONARY PERIOD REVIEW: Prior to the conclusion of a probationary period, the appointing authority 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 Director-Human Resources half-way through the probationary period and at least fifteen (15) days before the end of the probationary period. The Director-Human Resources shall notify the appointing authority 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 County.

Sec. 1805 RETURN TO PREVIOUS POSITION: A promoted employee who is dismissed during his/her probationary period, except if the cause warrants action to dismiss him/her from the County Service, shall return to the position in which he/she held permanent status, if vacant, or any other vacant position in his/her former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in his/her permanent personnel file. Upon a return to his/her 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/she 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; or
- B. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he/she held permanent status, with the right to be restored to his/her original classification when the first vacancy occurs. He/she need not serve a new probationary period if he/she accepts a voluntary demotion.
- C. When an employee takes a probationary demotion to a lower related class in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.
- D. Be placed on the reemployment list for two (2) years for the last classification where permanency was held. The first vacancy that occurs anywhere in the previously employing department or agency in that classification shall be given to the employee. He/she shall not serve a new probationary period when reemployed.

Sec. 1806 RETURN TO PREVIOUS POSITION, NON-SUPERVISORY SOCIAL SERVICES UNIT: A promoted employee in the Non-Supervisory Social Services Unit who is dismissed during his/her probationary period, except if the cause warrants action to dismiss him/her from the County service, shall:

- A. Return to the position in which he/she held permanent status; or
- B. Accept a position in the same class in another department/ agency if a vacancy exists, and serve another probationary period; or

- C. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he/she held permanent status, with the right to be restored to his/her original classification when the first vacancy occurs. He/she need not serve a new probationary period if he/she accepts a voluntary demotion.
- D. When an employee takes a probationary demotion to a lower related class in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.

ARTICLE 19
PERFORMANCE EVALUATIONS

- Sec. 1901 ADMINISTRATION OF EVALUATION PROGRAM: Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the Director-Human Resources according to the schedule in Section 1904 and 1905. One (1) copy of each fully completed and signed report shall be given to the employee.
- Sec. 1902 NATURE OF PERFORMANCE EVALUATIONS: Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluation 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 employee to sign, signifying that he/she has read the supervisor's comments. Space will also be provided so that employees may give related comments of their own relative to the performance evaluation. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the division, department or agency head, or to the Director-Human Resources. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee.
- Sec. 1903 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance evaluations reports shall be confidential and shall be made available as required to the employee, appointing authority, Director-Human Resources, and the Arbitrator. The employee may designate in writing that his/her Local 721 representative may inspect such evaluations.
- Sec. 1904 PROBATIONARY EVALUATIONS: Probationary period evaluations shall occur in accordance with the schedule detailed in section 1801.

- Sec. 1905 ANNUAL PERFORMANCE EVALUATIONS: Upon completing 3,120 hours of service (approximately eighteen (18) months) after hire or promotion, and after completing every 2,080 hours of service (approximately twelve (12) months) thereafter. ^{iv}
- Sec. 1906 PERFORMANCE EVALUATION TIMEFRAMES: Annual performance evaluations are required as noted above, Agency/Department Heads may designate specific timeframes for completion and administration of this process.

ARTICLE 20 PERFORMANCE PROBLEMS

- Sec. 2001 COUNSELING: In the event an employee's performance is unsatisfactory or needs improvement, informal Coaching or documented counseling shall be provided by the employee's first level supervisor. Documentation of counseling shall be given to the employee within five (5) business days of the counseling session.
- Sec. 2002 UNFAVORABLE REPORTS ON PERFORMANCE WRITTEN REPRIMANDS (Counseling Memos and 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 actions, if appropriate. A copy shall be given to the employee and a copy filed in his/her personnel file. Provided no additional report has been issued during the intervening period, each report shall be removed from the employee's file at the end of two years if requested by the employee. The County agrees that such reports shall not be submitted nor should any reference be made to such reports by the County in Civil Service Commission hearings or arbitrations arising from appeals or grievances after the two-year period provided for under this Section.
- Sec. 2003 IMMEDIATE DISCIPLINE: This article shall not operate as a bar to immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct or performance warrants such action and where such action is permissible under law.

ARTICLE 21 PERSONNEL FILE

- Sec. 2101 EMPLOYEE ACKNOWLEDGMENT OF MATERIAL PLACED IN PERSONNEL FILE: No material relating to performance appraisal, hourly

rate of pay/salary action or disciplinary action 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/she has read such material by affixing his/her signature on the material to be filed with the understanding that, although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his/her personnel file with an appropriate notation by the person filing it.

Sec. 2102 FULL RIGHT OF INSPECTION OF EMPLOYEE PERSONNEL FILE: With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of his/her personnel file, or he/she may designate in writing his/her Local 721 representative to inspect the file.

ARTICLE 22 TRANSFERS

Sec. 2201 DEFINITION: A transfer is a voluntary change, initiated by request of an employee, from one (1) department or agency to another in the same or similar classification, or a change from one (1) class to a similar class within a County/APCD department or agency.

Sec. 2202 MINIMUM QUALIFICATIONS: A person must meet the minimum qualifications of the classification to which he/she requests to be transferred. Employees who have not completed their probationary period shall not be eligible for transfer.

Sec. 2203 HOURLY RATE OF PAY/SALARY AND MERIT QUALIFYING HOURS NEEDED ON TRANSFER: If the transfer occurs within the County/APCD Service, there shall be no change in hourly rate of pay/salary rate. Any regular employee may be transferred from one (1) position to another in either the same classification or to one which has the same pay/salary range. An employee so transferred shall not have his/her merit qualifying hours modified.

Sec. 2204 PROBATIONARY PERIOD ON TRANSFER: If transfer occurs within the County/APCD Service, the employee shall not be required to serve another probationary period.

Sec. 2205 APPROVAL OF TRANSFER: All transfers must have the written approval of the appointing authorities concerned and the Director-Human Resources.

Sec. 2206 HOURLY RATE OF PAY/SALARY AND MERIT INCREASE HOURS NEEDED ON INVOLUNTARY TRANSFER: Whenever an employee is involuntarily transferred to a position in a different classification having the same pay/salary range as his/her former position, he/she shall retain his/her hourly rate of pay/salary rate and his/her merit qualifying hours needed will not be modified.

Sec. 2207 WRITTEN REQUEST FOR TRANSFER: Any employee wanting to transfer shall submit a request in writing to the Director-Human Resources indicating his/her desire to transfer, his/her present classification, and any other special consideration or limitation regarding a possible transfer.

Sec. 2208 CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER: Whenever the Director-Human Resources receives a request for certification of eligibles to an appointing authority under Sections 803 to 806 of the Personnel Rules and Regulations, all persons who, within one (1) year prior to the date of the certification request, have requested a transfer and who have been certified as being eligible for transfer by the Director of Human Resources shall have their names submitted to the appointing authority for consideration for appointment, and shall be so notified. Such consideration shall be made in accordance with the provision of Section 809 of the Ventura County Personnel Rules and Regulations.

Sec. 2209 TRANSFER WITHIN DEPARTMENT/AGENCY: An employee desiring transfer to another position within the same Department/Agency may request consideration for transfer by memo to the designated department/agency personnel officer.

When a vacancy occurs, all eligible employees who have requested transfer shall be notified and given consideration for transfer whenever the employee indicates interest in the particular vacancy available.

Written requests for intra-agency/department transfer may be renewed after one (1) year.

Sec. 2210 DURATION OF TRANSFER REQUEST: Except as provided in Section 2209 and notwithstanding any other consideration, a transfer request shall not be honored for more than one (1) year. In addition, a transfer request may be invalidated for any of the following reasons:

A. The person has accepted a transfer, which resulted from the specific transfer request.

- B. The person no longer has status in the County service as a regular employee.
- C. The person requests that his/her name be removed from consideration.
- D. The person refuses an offer of appointment.
- E. The person is refused appointment by three (3) appointing authorities.
- F. The person fails to appear for a selection interview once he/she has been notified of his/her eligibility for consideration.

ARTICLE 23
REDUCTIONS IN FORCE

Sec. 2301 LAYOFF PROCEDURE: Whenever there is a reduction in force, one or all of the following may occur, until the situation which necessitated the reduction in force has been eliminated:

- A. All incentive or differential payments to existing employees shall cease.
- B. Except for emergency situations as declared by the County, no overtime will be authorized or paid.
- C. All merit increases may be delayed for two thousand and eighty (2,080) hours.
- D. Employees shall be laid off in the following order:
 1. Extra help employees
 2. Optimum Census Employees
 3. Per Diem Employees
 4. Provisional employees
 5. Fixed term (only those positions filled with Regular and Probationary employees)
 6. Temporarily promoted employees
 7. Probationary employees
 8. Employees who, within the twenty-six (26) pay periods immediately prior to the layoff have received a disciplinary suspension of more than one (1) day, or a demotion or reduction in pay equivalent to a suspension of more than (1)

one day. If an employee has been demoted as a result of this provision then, for further reduction in force decisions, such disciplinary action will not be considered.

9. Permanent employees.

Sec. 2302 SENIORITY: Seniority shall be determined by each employee's continuous County service. All uninterrupted employment with the County, including all compensated hours exclusive of overtime as a provisional, probationary, fixed term, regular full-time or part-time employee, shall be counted as continuous County service seniority. A separation from the County service shall be the only cause for interrupting employment with the County. A separation of three (3) or fewer days shall not be considered a break in service. All authorized leaves of absence shall not constitute a break in service, but all time spent on a leave of absence shall not count toward seniority.

Sec. 2303 ORDER OF LAYOFF: The determination of which employee(s) shall be laid off shall be made within each Department/Agency on a classification-by-classification basis. The County shall designate classification(s) to be affected. The order of layoff shall be determined by length of seniority.

The order of layoff shall be in reverse order of the employee's seniority status. If two (2) or more employees have identical seniority then such employee(s) shall be laid off in the order determined by the appointing authority.

Sec. 2304 TRANSFER IN LIEU OF DEMOTION: A permanent employee who is to be laid off shall have the right to transfer and/or voluntarily demote and transfer to any vacant position in the employee's department/agency for which he is qualified. The provisions of these Articles shall govern such transfers and/or voluntary demotions and transfers. If there are two (2) or more employees to be laid off and they opt to exercise this right and request to transfer and/or demote and transfer to the same vacant position, then the employee with the greatest seniority shall have the right to fill such vacancies. If the seniority status of these employees is equal, the appointing authority shall have the right to fill such vacancy.

Sec. 2305 DEMOTION IN LIEU OF LAYOFF: If there are no vacant positions to which a permanent employee who is to be laid off permanent employee shall have the right to demote to any class within his/her department/agency in which that employee previously held permanent status. Bumping shall not be restricted to classes within a bargaining unit. Should an employee bump into a class in another bargaining unit, then the layoff procedures applicable to that bargaining unit shall be controlling.

There does not need to be a vacant position within the classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee was demoted, then such layoff shall be made in accordance with the provisions of the MOA which is controlling for the classification.

Sec. 2306 REEMPLOYMENT: All persons who have been laid off as a result of a reduction in workforce shall have their names placed on a Reemployment Eligible List for the classification in which they were employed immediately prior to being laid off. There shall be two (2) Reemployment Eligible Lists: one which includes only the names of the laid off employees within a department or agency, and the other which has the names of all other County employees who were laid off. The department/agency reemployment list shall have priority over the Countywide reemployment list. Eligibles on the Reemployment List shall be ranked in reverse order of the order of layoff. Each person's name shall remain on such list for a period of two (2) years following the date that their name was placed on such eligible list, or until they have been reemployed, or until their name has been removed from the eligible list in accordance with the provisions of Section 717 of the Ventura County Personnel Rules and Regulations, whichever occurs first. Eligibles on the reemployment list shall be reappointed to vacant positions as they occur in the classification and agency/department in which they were employed immediately prior to layoff. Such eligibles shall be interviewed for consideration for reappointment to vacant positions in other agencies/ departments in the classification in which they were employed immediately prior to layoff.

Sec. 2307 CLASSIFICATION REINSTATEMENT: All employees who have demoted to a lower classification as a result of a reduction in workforce shall have their names placed on a Classification Reinstatement List for the classification from which they were demoted. There shall be two (2) Classification Reinstatement Lists: one which includes only the names of the demoted employees within a department or agency, and the other which has the names of all other County employees who were demoted from the specific classification. The department/agency classification reinstatement list shall have priority over the Countywide classification reinstatement list. Eligibles on the Classification Reinstatement List shall be ranked in reverse order of the order of their demotions. Each person's name may remain on such list for a period of two years following the date that their name was placed on such eligible list, or until they have been reinstated to the classification from which they were demoted, or until their name has been removed from the eligible list in accordance with the provisions of Section 717 of the Ventura County Personnel Rules and Regulations, whichever occurs first. To remain on a Classification

Reinstatement List, a person must maintain status as a County employee. Eligibles on the Reinstatement List shall be reappointed to vacant positions as they occur in the classification in which they were employed immediately prior to layoff. Such eligibles shall be interviewed for consideration for reappointment to vacant positions in other agencies/departments in the classification in which they were employed immediately prior to layoff.

Sec. 2308 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 reappointed. Whenever a person becomes ineligible for reemployment and such person has not been reemployed, 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 Section 1408 of this MOA.
- B. Seniority - For laid off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated
- C. Hourly rate of pay/salary - Laid off employees who are reemployed, or demoted employees who are reinstated to the classification demoted from, shall receive the hourly rate of pay/salary equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the pay/salary range of the classification, whichever is less, upon reemployment or classification reinstatement.
- D. Vacation Accrual Rates - Laid off employees who are reemployed shall have the vacation accrual rate they held immediately prior to layoff restored.
- E. Merit Qualifying Hours Needed: An employee who is re-employed while in layoff status shall retain the merit qualifying hours needed as of the time of the layoff.
- F. Retirement Contributions - Upon reemployment, laid off employees shall not be required to redeposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however, that the employee may elect to redeposit said funds to the retirement system.

- G. Grievability - Persons disputing the application or interpretation of layoff, reemployment and/or classification reinstatement policies shall use the grievance procedure set forth in Article 29 of this MOA to resolve their dispute and shall not have any such allegation considered under any other County administrative procedure.

Sec. 2309 PRIORITY OF LISTS: The order of priority of eligible lists for certification to an appointing authority shall be: Classification Reinstatement List, Reemployment List, Department/Agency Promotional List, Countywide Promotional List, County Service Reinstatement List, and Open List.

ARTICLE 24 PRODUCTIVITY

For the duration of this MOA, Local 721 and County/APCD Management agree to jointly support efforts to increase efficiency, effectiveness, productivity, and economy in all operations through improving methods, reducing waste, and in exploring and implementing change that will contribute to sound, effective, and economical County/APCD government.

ARTICLE 25 NO STRIKE/NO LOCKOUT

During the term of this MOA no work stoppages, strikes, or slowdowns shall be caused or sanctioned by Local 721, and no lockouts shall be made by the County/APCD. If this section is violated, the party committing the violation shall lose all rights under this MOA.

ARTICLE 26 NON-DISCRIMINATION

NON DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY:

The provisions of this MOA shall be applied equally to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or functional disability.

The County's/APCD's Equal Employment Opportunity Plan will be fully supported by Local 721.

ARTICLE 27

COUNTY/APCD RIGHTS

It is the exclusive right of the County/APCD 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 reclassify positions, and determine the methods, means, and personnel by which the County's/APCD's operations are to be conducted; provided, however, that the exercise and retention of such rights do not preclude employees or their representatives from consulting about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

Nothing contained in this provision shall be deemed to supersede the provisions of existing State law and the ordinances and rules of the County/APCD, which established the Civil Service System.

ARTICLE 28 LOCAL 721 RIGHTS

Sec. 2801 UNION BUSINESS /STEWARDS TIME: Starting on July 1, 2005, and on the same date on each subsequent year a SEIU Stewards' Bank will begin the year with four hundred (400) hours of release time for use on the preparation and presentation of filed grievances. No one steward shall use more than twenty-five percent (25%) of the Stewards' Bank. The bank hours used will be in accordance with the provisions of this article, and stewards are required to report all bank hours on their time cards.

Local 721 Board members who attend board meetings during working hours will do so on their own time.

It is further agreed that officers, executive board members, and stewards will conduct all other Union business, except for time spent in negotiations, on their own time by utilizing vacation time or leave without pay.

The President of Local 721 is authorized to use up to thirty (30) additional hours of County paid time per year with departmental/agency head approval to attend recognized employee organization conferences.

In addition Local 721 paid staff are authorized to visit workstations of Board Members to obtain signatures on official Local 721 documents.

Sec. 2802 UNION STEWARDS: The County affirms the right and recognizes the necessity of the Union to designate employees as stewards. Further, Management recognizes that Local 721 Stewards are the official on-site

representatives of the Union and commits that no Steward will be unlawfully discriminated against because of the exercise of his/her rights and duties as are specifically set forth by the provisions of this MOA. It is also agreed by the County and the Union that the purpose of all Union representatives is to promote an effective relationship between the County and the Union by assisting in settling grievances at the lowest possible level of the grievance procedure.

A. The Union may designate stewards to represent employees in the processing of grievances, at Weingarten meetings, appeals from disciplinary action, and their formal appeals subject to the following rules and procedure:

1. The Union, on a quarterly basis, shall furnish the Director-Human Resources with a written list identifying by name and assigned work areas all regular and alternate stewards and the list shall be kept current by the Union. Employee to steward ratios shall not be less than twenty-five to one (25:1) in representational areas of twenty-five (25) or more.
2. The Union will designate as a steward only employees who have passed an initial probationary period and have been designated as permanent.
3. Alternate stewards shall be recognized as a steward only when such regular steward is absent as the result of County approved training, sick leave, vacation, annual leave or other approved leaves of absence.

B. Representational Duties:

1. When requested by an employee, and utilizing Stewards' Bank Time, a steward may assist in the preparation and presentation of informal and formal grievances. Weingarten meetings on County time, but the time spend attending these such meetings shall not be drawn from the Stewards' Bank.
2. After notifying and receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off during working hours (without loss of time or pay), drawn from the Stewards' Bank or the employee's accrued leave, to present such formal grievances. The steward's immediate supervisor will authorize the steward to leave his or her work

unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his or her work assignment. Where this prohibition extends beyond one (1) working day, the time limits of the grievance procedure shall be extended for the length of the delay.

3. When a steward desires to contact an employee at his/her work location, the steward shall first contact the immediate supervisor of that employee to make an appointment, advise him/her of the nature of the business, and obtain permission to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he/she can reasonably expect to contact the employee. Where this prohibition extends beyond one (1) working day, the time limits of the grievance procedure shall be extended for the length of the delay.
4. Interviews or discussions with an employee and a steward during working hours will be handled expeditiously. A steward is authorized by the Union to act on behalf of Local 721 regarding grievances and work condition issues related to the area of representation.
5. Any disputes arising from the use or placement of stewards which cannot be resolved between Local 721 and the Department shall be referred immediately to the Chief Deputy Executive Officer (CDEO) – IRRM who will attempt to resolve the matter.
6. The stewards shall be required and held accountable to complete their usual work assignments and shall not be authorized to work overtime to accomplish work, which would otherwise be part of his/her normal assignment. The stewards are required to report all Stewards' Bank Time used on their timecard.
7. It is understood by the parties that conducting new employee orientation or distributing Union information are not eligible uses for Stewards' Bank Time.

Sec. 2803 NEGOTIATING COMMITTEE: The committee authorized by Local 721 to consult, meet and confer, or negotiate collectively shall consist of sixteen (16) members which includes at least one (1) employee for each bargaining unit covered by this Memorandum of Agreement who are compensated for hours spent in negotiations. Employee members will be paid by the County for the time spent in negotiations with management, but only for the straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held between 8:00 a.m. and 5:00 p.m. whenever possible and at a time and place mutually acceptable to all parties. Additional employee members shall be compensated when approval and authorization for such payment has been made by the County.

Sec. 2804 EMPLOYEE ORIENTATION: The Director of Human Resources will notify SEIU Local 721 of scheduled main new employee orientations at which time staff or employee representatives of Local 721 may meet with the new employees at the conclusion of the main new employee orientation. When invited to do so by the head of a County agency, or the head of a County department not part of an agency, staff or employee representatives of Local 721 may participate in training or orientation sessions for employees in that department or agency.

Sec. 2805 EMPLOYEE LISTS: Each biweekly payroll period the County/APCD shall furnish Local 721 a listing of new employees hired and employees terminated within Local 721 bargaining units.

Sec. 2806 UNION SPONSORED DEDUCTIONS: In the event Local 721 wishes to utilize a new payroll deduction code for a union-sponsored activity, Local 721 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, Local 721 shall pay in advance to the County Auditor-Controller the sum of fifteen hundred dollars (\$1,500) for activating the code. Existing codes and changes shall be processed without cost to the Union.

The County and Local 721 agree that both parties shall be saved, indemnified, and held harmless from any liability due to errors and omissions arising out of the other party's use of the Local 721 -sponsored deduction codes.

Sec. 2807 INTERDEPARTMENTAL MESSENGER SERVICE (BROWN MAIL): The County's/APCD's interdepartmental messenger service (brown mail) may be used for individual business-oriented communication between

employees who are represented by Local 721 and between the paid staff of Local 721 and such employees, provided that:

- A. Paid staff of Local 721 shall pick up and deliver all messages being communicated outside the County's normal distribution route.
- B. All mass communications intended for broad distribution shall be first submitted to the CDEO-IRRM or his/her designated representative for review. If, after said review the material is deemed to be appropriate for distribution, then it may be sent through the brown mail.

Sec. 2808 MEETING SPACE: Upon written request of Local 721, the County/APCD may provide meeting space outside working hours, provided such place is available and Local 721 complies with all agency/departmental rules and policies of the Board.

Request for use of facilities will be made in advance to the department head responsible for the facility requested and will indicate the date, time, and general purpose of the meeting and facilities needed. If the Union has any question as to whom to contact, notify Industrial Relations and they will identify the responsible parties.

Sec. 2809 BULLETIN BOARDS: The County/APCD will designate a bulletin board, or a portion of an existing bulletin board, in each department/agency for the exclusive use of Local 721. The space allotted shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the Department/Agency Head or his/her designated representatives. If the Department Agency Head objects to the contents of such material, he/she shall immediately notify Local 721 staff or its representative. Such material shall be removed from the board, based upon the Department/Agency Head's objections and if an agreement cannot be reached between Local 721 and the Department/Agency Head, the matter shall be immediately referred to the CDEO- IRRM for resolution. If either party objects to the of the CDEO-IRRM, he/she shall then have the alternative of filing an unfair labor practice charge as per Section 2814 of this MOA. Local 721 is responsible for posting material upon the designated bulletin board and for neat and orderly maintenance thereof. Any posted material shall be signed and dated by a steward, officer, of staff member of Local 721.

Sec. 2810 DISPLAY OF MATERIALS: Within the non-working areas of all departments, a specific area shall be provided to be used for the display and distribution of Local 721 materials and information. Regulations

governing said display and distribution shall be the same as those contained in Section 2809 of this Article.

Sec. 2811 BEHAVIORAL HEALTH SAFETY LIAISONS COMMITTEE

SEIU Local 721 may have three seats on the Behavioral Health Safety Liaisons Committee. One seat designated each for Alcohol & Drug, Children's Services, and Adult Services.

Sec. 2812 UNIT DETERMINATIONS: The parties agree that Sections 2011 (Decertification Procedure) and 2012 (Modification Procedure) of the Ventura County Personnel Rules and Regulations shall be removed from the jurisdiction of the Civil Service Commission. Jurisdiction to make determinations as to decertification or modification of any unit(s) represented by Local 721 shall be submitted to arbitration in accord with section 2904 of this MOA. The cost of arbitration shall be divided equally between Local 721, the moving party, and the County/APCD. The decision of the arbitrator shall be final and binding.

Sec. 2813 UNION SECURITY: Maintenance of Membership/Modified Agency Shop:

- A. All Unit employees who on the effective date of the MOA are members of Local 721 and all such employees who thereafter voluntarily become members of Local 721 shall maintain their membership in Local 721, subject to:
 - 1. The right to resign from membership and pay a representation service fee in lieu of membership during the last ten days of the fiscal year.
- B. Effective February 13, 1996, there shall be created a modified agency shop provision in conformity with Government Code section 3502.5 and as provided in this section.
- C. All Unit employees hired after February 13, 1996 who choose not to become members of Local 721 shall be required to pay to Local 721 a representation service fee. The representation service fee represents the employee's proportionate share of Local 721's cost of legally authorized representation services on behalf of Unit employees in their labor relations with the County. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Unit employees who are members of Local 721. Local 721 shall provide affected Unit employees with the financial information required by applicable law.

Employees shall sign the appropriate dues deductions cards upon completing their new hire paperwork prior to beginning employment.

- D. The representation service fee arrangement provided by this section may be rescinded by majority vote of all employees represented by Local 721 provided that: in accord with Article 3500 et seq. of the California State Government Code.
 - 1. A request for such vote is supported by petition containing the signatures of at least thirty percent (30%) of the employees represented by Local 721.
 - 2. The vote may be taken at any time after February 13, 1997, but in no event shall there be more than one vote taken during any open contract year. The sufficiency of petitions shall be determined, and the election conducted by the State Conciliation Service.
- E. Local 721 shall make available to Unit employees required to pay a representation service fee under this section, at its expense, an escrow and administrative appeals procedure for challenging the amount of that fee in compliance with the requirements of applicable law.
- F. Local 721 agrees to fully indemnify the County and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken by or on behalf of the County under this section.

Sec 2814 UNFAIR PRACTICES: The parties agree that Sections 2014 and 2015 of the Ventura County Personnel Rules and Regulations shall be removed from the jurisdiction of the Civil Service Commission. Charges of unfair practices shall instead be submitted to advisory arbitration. The request for advisory arbitration shall be made in accordance with Section 2904 of this MOA. The cost of advisory arbitration shall be divided equally between Local 721 and the County.

Sec. 2815 ORGANIZATIONAL LEAVE: SEIU Local 721 requests for employee organizational leave shall be made in writing to the CDEO/IRRM and to the affected Department at least fourteen (14) calendar days in advance of the leave. Such leaves shall be leave without pay from one (1) day to thirty (30) days. SEIU may have no more than ten (10) employees covered herein on leave of absence to do Union business.

The employees must have a minimum of one (1) year continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave are to conduct SEIU Local 721 business. The leave shall be without County pay or benefits of any kind.

Requests for such leave may be approved at the discretion of management depending on operational needs of that department.

This Section is not grievable.

ARTICLE 29 GRIEVANCE PROCEDURE

Sec. 2901 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 MOA.
- B. The sections of the Personnel Rules and Regulations incorporated into this MOA as set forth herein.
- C. Existing written policies affecting an employee's terms and conditions of employment.
- D. Written reprimands which shall not be subject to the provisions of Article 21 of the Personnel Rules and Regulations nor reviewable under any administrative procedure other than this grievance procedure.

Sec. 2902 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 2901, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

- A. All disciplinary appeals.
- B. All appeals arising from examinations.
- C. Performance review evaluations.
- D. Those which would require modification of a policy established by the Board of Supervisors or by law.

- E. Ventura County Personnel Rules and Regulations not specifically included herein in whole or by reference.

Sec. 2903 PROCEDURE:

1. Informal Discussion

- A. Within twenty-one (21) calendar days from the date of the action causing the complaint, the grievant shall discuss his/her complaint in a meeting on County time with his/her immediate supervisor. In the case of a complaint of illegal discrimination, the employee may file a complaint in accordance with the procedures listed below. Employees may also file a complaint with the County's Equal Employment Opportunity Officer in County Human Resources. In either situation, informal discussion or illegal discrimination the grievant shall have the right to union representation.
- B. Within ten (10) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor:

- A. Within ten (10) 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, furnished by the County. Such written grievance shall:
 - 1. Fully describe the grievance and how the employee was adversely affected;
 - 2. Set forth the section(s) of the MOA, Personnel Rules and Regulations, 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.

- B. Within ten (10) calendar days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Division Head

- A. Within ten (10) calendar days from his/her receipt of the decision at Step 1, the employee may appeal to his/her division head. The original copy of the grievance form shall be submitted.
- B. Within ten (10) calendar days from receipt of the grievance, the division head shall meet with the employee. The employee may be accompanied by his/her designated representative at such a meeting. The division head shall give his/her written decision within ten (10) calendar days after the discussion.

4. Formal Complaint - Step 3, Agency/Department Head

- A. Within ten (10) calendar days from his/her receipt of the decision at Step 2, the employee may appeal to the agency/department head. The original copy of the grievance form, with the reasons in writing for his /her dissatisfaction with the answer given by the division head, shall be submitted.
- B. Within ten (10) calendar days after receiving the completed grievance form the agency/department head or his/her designated representative shall meet with the employee and thoroughly discuss the grievance. The employee may be accompanied by his/her designated representative at such a meeting. The Department/Agency Head shall give his/her written decision within fifteen (15) calendar days after the discussion.

On matters that do not concern or involve the interpretation or application of the specific terms and provision of the MOA or past practice within the department/agency, the written decision of the department/agency head shall be final as to the disposition of matters within his/her authority.

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by Local 721 by submitting a letter requesting that the grievance be submitted to arbitration to the CDEO-IRRM within thirty (30) calendar days after the Department/Agency Head renders a decision. Prior to submitting the matter to arbitration, CDEO-IRRM or his/her designee, may meet with Local 721 in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the County Executive Officer (CEO) for his/her approval. The CEO shall advise the parties of his/her decision within ten (10) calendar days after the receipt of the proposed resolution. If the CEO concurs with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CEO rejects the agreement or fails to respond within the ten (10) working days described above, Local 721 may proceed to submit the matter 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, between Local 721 and the CDEO-IRRM or his/her designee.
- B. Within thirty (30) calendar days of the receipt of notice of appeal to arbitration, the parties shall attempt to choose an arbitrator from those listed in Appendix B to this MOA to hear the matter. In the event the parties cannot mutually agree on an arbitrator within that time, the State Conciliation Service shall be immediately asked to provide the parties with a panel of five (5) individuals from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.
- C. Costs of the Arbitrator and Court Reporter, if any, shall be shared equally by the parties. If one party chooses to record the hearing, it shall, upon request, provide the other party and/or the arbitrator with a copy of that recording.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOA, but shall determine only whether or not there has been a violation of the MOA in respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties. The decision and/or award of the Arbitrator shall be final and binding

upon the County, Local 721, and the employee affected, subject to judicial review.

- E. If either the County or Local 721 shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MOA, 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 grievance fails to meet said test of arbitrability, he/she 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. 2905 MEDIATION: Prior to an arbitration hearing, Local 721 and the County, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of Local 721 and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at any subsequent hearing.

Sec. 2906 WAIVER AND LIMITS: Grievances may, by mutual agreement, be referred back for further consideration or discussion to prior steps or advanced to a higher step in the grievance procedure. Time limits specified in the grievance procedure of this MOA may be waived by mutual written agreement. Should the County fail to respond orally and/or in writing when required within the specific time limits, the grievance shall be automatically progressed to the next step of the grievance procedure. Likewise, should Local 721 and/or the grievant fail to initiate or appeal any grievance within the specific time limits, the grievance shall be considered resolved on the basis of the County's last response and shall be considered waived and abandoned for all purposes.

Sec. 2907 TIME OFF FOR GRIEVANCE RESOLUTION: An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by his/her appointing authority to process, prepare and resolve his/her grievance.

Sec. 2908 GRIEVANCES AND RULES OR MEMORANDA CHANGES: Grievances shall be arbitrated on the basis of the Rules, MOA, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.

ARTICLE 30
DISCIPLINARY ARBITRATION

Sec. 3001 PURPOSE: To provide an equitable and uniform procedure for administration and arbitration of discipline. The provisions of this Article supersede those of Article 21 of the Ventura County Personnel Rules and Regulations.

Sec. 3002 WRITTEN ORDER FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, and 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 3003 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 Local 721.
- 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 in said Notice of 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 Local 721 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

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.

Subject to the provisions of Section 3009, 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 Local 721 submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that Notice must be filed with the CDEO-IRRM and Local 721.

Nothing in this Section shall be considered to restrict the right of the County to take immediate disciplinary action when it is deemed appropriate.

- Sec. 3003 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, incompetency, inefficiency, inexcusable neglect of duty, physical or mental disability in accordance with Federal and State Law, insubordination, dishonesty, being under the influence of illegal drugs and/or alcohol while on duty, intemperance, addiction to the use of narcotics 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. 3004 DISCIPLINARY REDUCTION IN HOURLY RATE OF PAY: In accordance with the necessity for taking disciplinary action, the hourly rate of pay of a Local 721 represented employee may be reduced by either 2.5% or 5% for a period of time not to exceed 1,040 hours for any one offense.
- Sec. 3005 SUSPENSION WITHOUT PAY: Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no hourly rate of pay/salary 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 vacation and sick leave accruals.

Sec. 3006 DEMOTION: The employee may be demoted to a classification, which has a lower pay/salary range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to the hourly rate of pay/salary in the range of the position to which he/she has been demoted which is approximately 5% lower than the hourly rate of pay/salary he/she was receiving in the higher class. If the top step of the hourly rate of pay/salary in the range of the position to which he/she has been demoted is more than 5% lower than the hourly rate of pay/salary he/she was receiving in the higher class, the employee shall receive the top step of the hourly rate of pay/salary in the range of the position to which he/she has been demoted. An employee so demoted shall not have his/her merit qualifying hours needed reset.

Sec. 3007 DISCIPLINARY ACTION IMPOSED DURING PROBATIONARY PERIOD: The appointing authority may dismiss, demote, suspend, demote and suspend, or impose any other disciplinary action on any probationary employee during the probationary period. Neither a probationary employee nor Local 721 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 department/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 reemployment list for two (2) years for the position in which he/she held permanent status and shall be granted the first position that becomes available in his/her former classification in the Agency/Department in which he was employed. The above provisions shall not apply if the cause of the dismissal warrants dismissal from County service. If the cause for dismissal warrants dismissal from County service, the employee may request that Local 721 submit the matter to arbitration.

Sec. 3008 NON-DISCRIMINATION: Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, or functional limitation.

Sec. 3009 REQUEST FOR ARBITRATION: If an employee wishes to appeal a disciplinary action, he/she shall ask that the matter be submitted to arbitration by Local 721. If Local 721 concurs, within thirty (30) calendar days of the employee's receipt of the Notice of Disciplinary Action, it shall

submit a written request to the CDEO-IRRM that the matter be submitted to arbitration. Upon receipt of Local 721's request, the parties shall, within thirty (30) calendar days, attempt to choose an arbitrator from those listed in Appendix B to this MOA to hear the matter. In the event the parties cannot mutually agree on an arbitrator within that time, the State Conciliation Service shall be immediately asked to provide the parties with a panel of five (5) individuals from which one (1) name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The remaining name shall be deemed to be the arbitrator for the instant appeal. The arbitrator shall conduct a hearing within thirty (30) days of being selected by the parties unless there is a mutual agreement to extend the time frame.

Sec. 3010 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 one party chooses to record the hearing, it shall provide the other and the arbitrator with a copy of that recording. 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. 3011 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 MOA. 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 3002. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 3005, but in accord with Section 3009, 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 County, and, if applicable, Local 721.

Sec. 3012 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. 3013 ARBITRABILITY: If either the County or Local 721 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. 3014 REPORT OF HEARING: The Arbitrator shall render his/her report to the parties in writing, including the reasons for any decision, within thirty (30) calendar days of the completion of the hearing. Failure to comply with this provision shall result in the automatic waiver by the arbitrator of all arbitration, per diem, preparation, and related fees.

Sec. 3015 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;
- C. Newly discovered evidence which could not, with reasonable diligence, have been discovered and produced at the hearing and which is material to the question that was before the Arbitrator;

D. Error in law, occurring at the arbitration and accepted to at the arbitration by the party making the application or motion.

Sec. 3016 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.

Sec. 3017 DRUG AND ALCOHOL TESTING: Local 721 and the County/APCD agree to implement the County of Ventura Drug and Alcohol Testing Policy with respect to transportation (i.e. safety sensitive) employees dated May 1, 1995.

ARTICLE 31 ANNUAL LEAVE

Sec. 3101 APPLICABILITY: The provisions of this Article shall apply only to Nursing Care Coordinators I, II and Clinical Coordinators whom are SEIU-represented classes.

Sec. 3102 CONFLICTING ARTICLES INAPPLICABLE: Article 12 and Article 14 of this Memorandum of Agreement, both in whole or in part, except as otherwise provided herein, are not applicable to persons eligible for Annual Leave. Provisions of this Article are provided in lieu of the provisions of Article 12 and 14, except as provided in this Article.

Sec. 3103 PURPOSE: To provide an annual leave policy which prescribes the manner in which annual leave is accrued and utilized. Annual leave is only authorized for regular, provisional, or part-time employees.

Sec. 3104 ACCRUAL RATES: Full-time employees shall accrue hours of annual leave with pay for each hour of compensation to a maximum of 80 hours per biweekly work period according to the following schedule:

<u>Compensable Hours</u>	<u>Annual Leave Credit Earned per Hour</u>	<u>Annual Leave Accrual</u>
Less than 10,400 hours (Approximately less than 5 Years)	.0769	20 working days
10,400 but less than 22,880 hours (Approximately 5 years but less than 11Years)	.0962	25 working days
22,880 hours (Approximately 11 Years)	.1000	26 working days
24,960 hours (Approximately 12 Years)	.1038	27 working days
27,040 hours (Approximately 13 Years)	.1077	28 working days
29,120 hours (Approximately 14Years)	.1115	29 working days
31,200 or more (Approximately 15 or more Years)	.1154	30 working days

Annual leave is earned according to each biweekly pay period of service commencing with the hire date of his/her latest period of County employment.

Sec. 3105 MINIMUM ANNUAL LEAVE USE: During the first 26 pay periods of employment, employees shall not be required to use annual leave; thereafter, employees shall be required to use no less than 10 days of annual leave in each succeeding 26 pay periods of employment.

Sec. 3106 ANNUAL LEAVE REDEMPTION: Upon using eighty (80) hours of annual leave during the preceding calendar year, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of accrued annual leave at his/her current base hourly rate of pay/salary rate. Such an employee must have a minimum of forty (40) hours of accrued annual leave after the payment. A request for payment in lieu of eighty (80) hours

of annual leave accrual under this paragraph shall not be made more than once per calendar year. A request for payment in lieu of forty (40) hours of annual leave accrual shall not be made more than twice per calendar year provided, however, in no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) in any one calendar year.

Sec. 3107 ADVANCED ANNUAL LEAVE CREDIT: New full-time employees shall receive 43.064 hours of advanced annual leave accruals as of the date of hire. Said annual leave advancement shall be balanced upon working of 560 hours of compensable hours of service or upon earlier separation.

Sec. 3108 ANNUAL LEAVE USAGE:

- A. Each Department/Agency head shall be responsible for scheduling the annual leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and of the County service. The appointing authority shall determine when annual leave will be taken.
- B. Employees claiming illness or injury as grounds for unscheduled usage of annual 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 shall notify his/her department or agency head on the first day of such leave and as often thereafter as directed by his/her agency or department head. The Director-Human Resources or the Department/Agency Head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.
- C. An employee absent due to his/her illness or injury for more than 5 consecutive work days shall not be entitled to use annual leave for his/her absence on any day after the 5 days unless and until he/she presents to his/her appointing authority a certificate signed by his/her physician stating that he/she was ill or injured on each day of such absence. Any employee absent for a period of 5 consecutive work days due to illness or accident may, at the discretion of his/her 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 Director-Human Resources and shall be at County expense.

Sec. 3109 PAY FOR ANNUAL LEAVE ON TERMINATION: Any employee who terminates or who is terminated shall be paid at the then prevailing hourly

rate of pay for each hour earned of annual leave based on the pay 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. 3110 RATE OF PAY WHILE ON ANNUAL LEAVE: While on annual leave, employees shall be compensated at the same hourly rate of pay/salary rate they would have received if they had been on the job.

Sec. 3111 ANNUAL LEAVE WHILE ON TEMPORARY DISABILITY LEAVE WITHOUT PAY: An employee who is on temporary disability leave of absence without pay as provided for in these Articles, shall accrue annual leave during the period he/she is on such temporary disability leave without pay.

Sec. 3112 USE OF ANNUAL LEAVE WHEN PERMANENTLY INCAPACITATED: Annual leave shall not be used to continue the hourly rate of pay/salary 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 County employment and is eligible for retirement. Annual leave credits may be utilized by such employee until such a determination has been made and appropriate action has been taken by the Ventura County Retirement Board.

Sec. 3113 LONG TERM DISABILITY PLAN:

- A. The County will provide a Long Term Disability Plan for full-time employees.
- B. The Long Term Disability Plan shall have a waiting period of 30 calendar days before the benefits shall be extended to an employee. The benefits shall continue to a maximum of two years for illness or five years for injury. The maximum allowable benefits shall be 60% of the first \$3,500 of the monthly hourly rate of pay/salary to a \$2,100 maximum benefit subject to the terms and conditions of the Long Term Disability Plan.
- C. Employees shall use any remaining sick leave accruals in excess of 360 hours before becoming eligible for disability income protection benefits.

Sec. 3114 COORDINATION WITH DISABILITY BENEFITS: Eligible employees, subsequent to exhausting all accumulated annual leave hours as per Section 1404(F), may use accrued annual leave hours in conjunction with either State Disability Insurance or the County Long Term Disability Plan in

order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he/she actually worked his/her normal schedule.

Sec. 3115 NURSING CARE COORDINATOR I AND II: The provisions of this Section apply only to Nursing Care Coordinators I and II.

A. Sick Leave:

1. Employees may continue to maintain their sick leave accrual banks in effect at the time of implementation of the annual leave program.
2. The provisions of Section 1408 of this Memorandum of Agreement are incorporated into this Article and subsection by reference.
3. Employees desiring unscheduled time off shall use accumulated sick leave prior to using annual leave.
4. Section 1404 of this Memorandum of Agreement is incorporated into the Article and subsection by reference.

B. Maximum Accrual: Employees shall not accumulate more than 600 hours of annual leave. It is the mutual responsibility of the employee and the department/agency head to insure that no employee shall exceed the maximum accrual.

ARTICLE 32
HUMAN SERVICES AGENCY WORKLOAD STANDARDS

The Human Service Agency (HSA) and SEIU Local 721 will continue the work of the Workload Committee forum, the prime focus being the sharing of ideas and input that positively impacts workload relief through standardization, work simplification, and other best practices. The Committee forum is intended to be an interactive and collaborative forum whereby shared input will assist in the formulation of work standards for HSA's programmatic functions that support eligibility determination/ongoing management, and employment services and social work case management. Key variables impacting workload standards that will be taken into consideration in this forum will be federal and state mandates for performance, regulatory change, funding restraints, technological advances, and service delivery demands.

Within the parameters of geographical location, aid categories, and case assignment procedures, HSA will endeavor to distribute the workload equitably among employees. No worker will be required to carry a caseload more than twenty percent (20%) in excess of the average caseload. When a caseload of a worker is in excess of such a maximum at cutoff, the County will adjust the worker's caseload within thirty (30) days. CSSW IV's and Client Benefit Specialists performing the lead worker function in their respective units shall be assigned a caseload at least 5% below the standard. It will be the policy of the County to provide equitable distribution of caseloads within the unit. Where possible, non-English speaking cases shall be assigned to bilingual workers. In the event HSA is considering performance related discipline on any employee that carries a caseload, HSA will take into account the number of cases assigned to that employee.

ARTICLE 33 FULL UNDERSTANDING, MODIFICATION WAIVER

- A. This MOA sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is the intent of the parties that this MOA be administered in its entirety in good faith during its full term. It is recognized that during such term, it may be necessary for Management to make changes in rules or procedures affecting the employees in the various units. Where Management finds it necessary to make such change, it shall notify Local 721 indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions in the unit(s), where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act and where Local 721 requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify Local 721 of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

Where Management makes any changes in working conditions because of the requirements of federal or state law, the County/APCD shall not be required to

renegotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

- C. Except as specifically provided herein, it is agreed and understood that each party 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 or with respect to any other matters within the scope of negotiations during the term of the MOA.
- D. 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, approved and implemented by the County's/APCD's Board.
- E. The waiver of any breach, term or condition of this MOA by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 34 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this MOA:

- A. Management's principal authorized agent shall be the Chief Deputy Executive Officer - IRRM or his/her duly authorized representative.
- B. Local 721 's principal authorized agent shall be the President or his/her duly authorized representative.

ARTICLE 35 PROVISIONS OF LAW

It is understood and agreed that this MOA is subject to all current and future applicable federal, state, and County laws and regulations. If any part or provision of this MOA is in conflict or inconsistent with such applicable provisions of federal, state or 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 law or regulations, and the remainder of this MOA shall not be affected thereby.

ARTICLE 36
HCA OPTIMUM CENSUS STAFFING

- A. Purpose: To provide procedures which govern the employment and compensation of HCA employees needed to provide staffing where the workload fluctuates due to changes in patient census. It is the intent that use of Optimum Census Employees (hereinafter "OCEs) shall lessen the need for use of extra help and/or intermittent workers (as defined in Sections 230 and 234, respectively, in the Ventura County Personnel Rules and Regulations) in Local 721's bargaining units at the HCA.
- B. Limitations:
1. No more than 40% of the employees employed in any classification covered by this MOA at the HCA may be employed as an OCE.
 2. OCEs may only be employed from eligible lists established through a competitive process.
 3. No OCE may fill a regular classified position for more than ten (10) calendar days.
- C. Classification of OCEs: The HCA Director may employ these employees in any classification within the department or agency budget, but under no circumstances may the number of OCEs exceed 40% of the allocated positions in any classification.
- D. Merit Increases: OCEs are not eligible for merit increases.
- E. Hourly rate of pay/salary and Benefits:
1. OCEs shall be compensated at any point on the pay/salary range for the classification in which the employee is appointed.
 2. OCEs shall not be guaranteed any number of hours of work per biweekly pay period.
 3. OCEs shall be provided with the VCMC Health Insurance Plan and shall not be eligible for flexible credit allowances.

4. If there is not sufficient work for OCEs, they may be sent home on vacation, compensatory time, or leave without pay.
5. Sick leave for OCEs shall be earned at the rate of .01925 per hour of sick leave with pay for each hour of compensation. The maximum accumulations shall be eight hundred (800) hours.
6. Vacation credits for OCEs shall be earned at the rate of .01923 per hour with pay for each hour of compensation to be compensated per year to maximum of forty (40) hours. The maximum accumulations shall be four hundred (400) hours.
7. Work on Holidays: OCS employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half (1.5) 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 (or annual leave where applicable) hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve (12) hour.
8. Retirement: OCEs scheduled to work less than 64 hours per pay period will not be in the County retirement system, and will be covered by Safe Harbor. OCEs scheduled to work 64 hours or more per pay period will be in the County system, but will not receive a retirement pick-up. Once OCEs are in the County system, they will not be able to get out of it even if their work schedules are officially reduced.
9. OCEs shall receive evening and night shift differential premium pay in accordance with Section 603A, 604, 605, and 606.
10. The provisions of Section 520 shall apply to OCEs who are promoted or transitioned to any classification in a regular employment status.

- F. Layoffs: In the event of a reduction in force OCEs shall be laid off on a classification by classification basis after extra help employees and before Per Diem employees.
- G. Transition to Regular Full-Time Employment: In the event of a vacancy in a regular full-time position in a particular classification, all OCEs in that classification shall be certified to the appointing authority for interview. The appointing authority shall appoint one of those OCEs to fill the vacancy unless there is specific written justification to reject each and every certified OCE.
- H. Failure to Accept Work: If an OCE refuses a request to work when called by the appointing authority three (3) consecutive times or five (5) or more times in a fiscal year, that employee shall be terminated.
- I. Grievances and Disciplinary Appeals: Grievances and disciplinary appeals of OCEs will be submitted to mediation for final disposition.
- J. OCEs shall be required to pay Union representational service fees at the rate of 1/80th of the normal Union fees for each hour compensated in a pay period, not to exceed eighty (80) hours.
- K. The County and SEIU have agreed to form an Extra Help/Optimum Census Staffing Oversight Committee as described in Appendix C.

ARTICLE 37
PER-DIEM POOL EMPLOYEES

- A. Definition: Employees hired in per-diem pool classifications (formally known as “Limited Benefit Employees”) shall be considered regular employees as defined in Section 251 of the Ventura County Personnel Rules and Regulations.
- B. Limitations:
 - 1. Per-diem pool classifications are limited to those identified as such in the County's Classification and Hourly rate of pay/salary listing or as approved in the future by the County's Board.
 - 2. Per-diem pool employees shall only be entitled to receive the benefits, premiums, hourly rate of pay/salary, or other

compensation elements referenced in Subsection (C), below.

The provisions of Section 511 of this MOA shall not apply to supervisory and subordinate organizational relationships with per-diem pool classifications.

C. Hourly rate of Pay/Salary and Benefits:

1. Wage Rates: Base wages for per-diem pool employees were set at a flat rate by the Director of Human Resources on or before July 29, 2005. The Director-Human Resources may adjust the wage rate plus or minus ten percent (10%) as necessary to meet market demands.
 - a. The flat rate will be adjusted to meet the median range of the most recent Hospital Association of Southern California (HASC) compensation survey for the respective job classification effective the first pay period in January each year during the term of this agreement. In addition, effective the first pay period in July 2007, the flat rate will be adjusted to meet the median range of the 2006 HASC compensation survey. For classifications with more than one level (i.e. Certified Phlebotomist I, II, III – PDP) the same ratio between levels as the current classifications will be maintained based on the movement of the primary surveyed classification if the survey only has one per-diem listing for a classification type.
 - b. If the annual HASC survey has not been released at the time the flat rate adjustments are due or does not provide the per-diem classifications to match the County classifications then a parity study will be performed by County Human Resources utilizing local hospital per-diem compensation data.
2. Retirement:
Per diem pool employees scheduled to work less than sixty-four (64) hours per pay period will not be in the County retirement system, and will be covered by Safe Harbor. Per-diem pool employees scheduled to work 64 hours or more per pay period will be in the County system, but will not receive a retirement pick-up. Once per-diem pool

employees are in the County system, they will not be able to leave it even if their work schedules are officially reduced.

3. State Disability Insurance (SDI): The parties agree that per-diem pool employees may hold an election for the purposes of participating in SDI. Per-diem pool employees shall pay all costs of SDI coverage.
4. Work Hours: Per-diem pool employees shall not be guaranteed any specific number of hours during any biweekly pay period.
5. Holidays: Per Diem pool employees will be paid at the overtime rate of 1.5 for hours worked on two major holidays per year. Major holidays are defined as Thanksgiving Day, Christmas Day and New Years Day.
6. Call-Offs: Per-diem pool employees may be sent home if there is not sufficient work to be performed during any assigned shift.
7. Shift Differential: Per-diem pool employees shall be eligible to receive shift differential in accordance with Article 6, Sections 603A, 604A and B, or 605. Per-diem employees shall only receive one form of shift differential per shift.
8. Standby: Notwithstanding any other provision of this Agreement, a Per Diem Pool employee who is placed on formal standby duty shall be compensated for actual time on call at one-quarter (1/4) of his/her regular hourly rate of pay/salary or at minimum wage, whichever is greater. A Per Diem Pool employee who is called back to work, whether or not from formal standby, at the Ventura County Medical Center, including Santa Paula Hospital, shall be paid one and one-half times his/her hourly wage for time worked as a result of the callback to duty when funds for such purposes have been specifically appropriated by the Board after specific inclusion in the department/agency budget. In no instance shall a callback to duty be considered as less than two hours for pay purposes. No employee shall be paid for call back time and standby simultaneously. All employees excluded from the overtime provisions of the Agreement are also excluded from the provisions of this subpart.

- D. Failure to Accept Work: If a per-diem pool employee refuses a request to work when called by the appointing authority three (3) consecutive times or five (5) times in a fiscal year, that employee shall be terminated.
- E. Grievance and Disciplinary Appeals: Grievances and disciplinary appeals will be submitted to mediation for final disposition.
- F. Union Dues: Per-diem pool employees shall be required to pay Union representational service fees at the rate of 1/80th of the normal Union fees for each hour compensated in a pay period, not to exceed eighty (80) hours.
- G. Layoffs: In the event of a reduction in force, Per-diem pool employees within each department/agency shall be laid off on a classification-by-classification basis in reverse order of the employee's seniority. If two (2) or more employees have identical seniority status, then such employee(s) shall be laid off in the order determined by the appointing authority.

Whenever a department/agency head believes that the best interest of the County requires the retention of an employee with special qualifications, skills, abilities or fitness for his /her position, the department/agency head may prepare a written request to the Director-Human Resources to grant an exception to the order of layoff. Subsequent to conducting a review of the request, the Director-Human Resources shall forward the request, together with his /her recommendation, to the County Executive Officer for final action.

THE FOREGOING ARTICLES ARE HEREBY AGREED TO ON
THIS ____ DAY OF APRIL, 2011, by:

COUNTY OF VENTURA


Shannon Leslie, Chief Negotiator


James A. Dembowski, Second Chair


J. Tabin Cosio


Monique Qualls

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

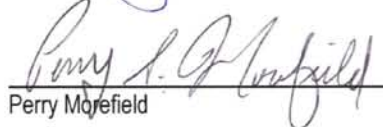

Bart Diener
Chief Negotiator


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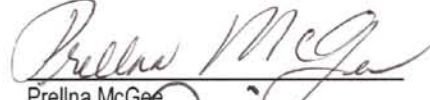

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Lyn Schroeder


Ed Alamillo


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APPENDIX A

LIST OF ARBITRATORS AS DESCRIBED IN SECTIONS 2904 (B) AND 3009

As per Sections 2904 (B) and 3009 of the Agreement, when choosing an arbitrator the parties intend to select one from an agreed upon group of professionals. As of the commencement of this Agreement, said group of professionals are:

Sara Adler
Mark Burstein
Bonnie Castrey
Walter Daugherty
Robin Matt
Michael Prihar
Phil Tamoush
Barry Winnegrad
Lou Zigman

A request to the California State Mediation and Conciliation Service for a list of its arbitrators is to be made only if the parties are unable to mutually select one of the above listed professionals to serve as the arbitrator of the instant dispute.

During the term of the Agreement arbitrators may be added to, or removed from, the above group. Mutual agreement is required for an arbitrator to be added to the group. Any arbitrator may be removed from the group by either party serving such notice on the other. Any such addition to and/or removal from the group shall be in writing through those agents listed in Article 34 of the Agreement.

APPENDIX B

EXTRA HELP/OPTIMUM CENSUS STAFFING OVERSIGHT COMMITTEE

The attached agreement was in effect during the 2001-05 Agreement and is incorporated in its entirety to the 2009-10 Agreement.

EXHIBIT A

AMENDMENT TO MEMORANDUM OF AGREEMENT

This Amendment to Memorandum of Agreement is entered into by the County of Ventura ("County") and the Service Employees International Union Local, 998 ("SEIU") based on the following recitals, terms and conditions.

RECITALS

A. The County and SEIU have entered into a labor agreement entitled Memorandum of Agreement between the County of Ventura and the Service Employees International Union (Local 998) 1996-1998 ("MOA"). The MOA applies only to persons employed in the classifications within the bargaining units identified in Article 3 of the MOA. The MOA does not apply to, and SEIU does not represent, extra help, intermittent, per diem or student workers.

B. The County and SEIU are currently in negotiations over a successor agreement to the MOA. The parties anticipate that the successor agreement will be completed and approved by the Board of Supervisors of the County ("Board") at the same time as this Amendment.

C. The parties desire to amend the MOA and the successor agreement in accordance with the terms of this Amendment. To that end, pursuant to the terms herein, this Amendment shall become a part of the MOA and its successor agreement and shall be attached thereto in the form of an appendix.

AGREEMENT

1. Upon execution of this Amendment, the parties agree to create an Extra Help/Optimum Census Staffing Oversight Committee. The Committee shall consist of the County's Human Resources Director, SEIU's Executive Director and two additional persons - one each to be appointed by the County and SEIU. The Committee shall review and monitor the County's compliance with Article 11 of the County of Ventura Personnel Rules and Regulations ("Personnel Rules") and Section 609 of the MOA.
2. The County agrees to provide SEIU with the following documents with respect to classifications of employees represented by SEIU:

- A. A copy of each request as it is received by the Human Resources Department, for employment of an extra help employee per Section 1103 of the Personnel Rules.
 - B. A bi-weekly report listing all extra help employees and the reasons for their continued employment.
 - C. A copy of any request for extension of an extra help appointment.
 - D. Copies, as they are received by the Human Resources Department, of initial requests for hiring of extra help, intermittent, per diem or student workers.
 - E. Bi-weekly printouts of the names, departments, classifications and hours worked for extra help, intermittent, per diem, student workers and Optimum Census Staffing workers in SEIU-represented classes.
 - F. Monthly report of existing eligibility lists for all classes represented by SEIU.
3. The County agrees to create and utilize standardized forms for the following operations:
- A. Initial requests for hiring extra help, intermittent, per diem or student workers.
 - B. Requests for extension.

These forms shall include for following:

- a. Name, department and classification of employee.
 - b. Date of hire.
 - c. Whether or not they were selected from an eligibility list.
 - d. If no eligibility list exists, has the department requested initiation of a recruitment process.
 - e. Specific and factual nature of the reasons for the use of the worker.
 - f. If covering for an employee on approved leave, the name of the employee, the reason for his absence and the anticipated length of the absence.
 - g. If the need is of an emergency nature, a factual description of the specific emergency.
 - h. If they are a student worker, whether or not management has verified that they are enrolled in school and taking the equivalent of at least 9 units of course work.
4. SEIU hereby approves of these forms in the form attached hereto as Exhibit 1 and incorporated herein.
5. With respect to the list of extra help, intermittent, per diem or student workers attached hereto as Exhibit 2 and incorporated herein, the County agrees that,

within forty-five calendar days of the execution of this Agreement, it shall do one of the following:

- 1) Furnish SEIU with documentation which supports that the worker is employed in compliance with Article 11 of the Personnel Rules;
 - 2) Terminate the worker; or
 - 3) Hire the worker as a full time, regular employee.
6. Upon request of either party, the Extra Help/Optimum Census Staffing Oversight Committee shall meet as soon as practical to review questions or concerns regarding compliance with Article 11 of the Personnel Rules and Section 609 of the MOA.
7. If during or following a meeting called pursuant to section 6 above, SEIU does not agree that the County is appropriately using any individual(s) as extra help, per diem, intermittent or student worker, the County agrees to attempt to resolve the matter by submitting the matter to non-binding mediation conducted by a mediator from the State Conciliation Service. The mediator shall have no authority to resolve this dispute except by mutual agreement of SEIU and County. Each party shall bear their own costs and attorney fees incurred in this process, if any. If the parties do not resolve the dispute through mediation, the matter will be referred to the County's Chief Administrative Officer for final review.
8. Section 525 of the MOA shall apply to Optimum Census Staff employees.
9. In the event an Optimum Census Staff employee transitions to regular full-time employment, section 529 of the MOA shall apply to the Optimum Census Staff employee.

Dated 10th of November, 1998 at Ventura, California

For the County of Ventura

For Service Employees International
Union, Local 998

Signed by:

M. L. Koester
Chief Administrative Officer

Barry Hammitt
Executive Director

APPENDIX C

**LETTER REGARDING THE COUNTY'S INJURY AND ILLNESS PREVENTION
PROGRAM**

June 28, 2005

Jon Showalter
Service Employees International Union, Local 998
2472 Eastman Avenue, Unit #30
Ventura, CA 93003

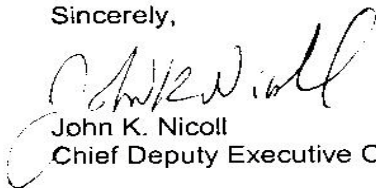
Dear Mr. Showalter:

The safety of the employees in our workplace is a shared concern of the County and the SEIU.

The County's Injury and Illness Prevention Plan is under the direction of the office of the Chief Executive Officer, Risk Management/Loss Prevention Program. The Loss Prevention staff will meet with SEIU; Local 998 staff and appropriate employee representatives on a quarterly basis to discuss on the implementation issues in the plan. This staff will meet and consult on issues with SEIU on areas of particular concern.

Please advise us whom you wish to appoint to this role. The first meeting will be in July 2005.

Sincerely,



John K. Nicoll
Chief Deputy Executive Officer

C: John Johnston, Chief Executive Officer
Tom Womack, Chief Deputy Executive Officer
Barbara Journet, Director – Human Resources
Joe Sanchez, Deputy Executive Officer
Ben Monterroso, Service Employees International Union, Local 998



APPENDIX D

**SIDE LETTER AGREEMENT REGARDING ALTERNATIVE BILINGUAL
EXAMINATION AND CERTIFICATION PROGRAM**

SIDE LETTER AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND THE
SERVICE EMPLOYEES' INTERNATIONAL UNION, SEIU, LOCAL 721

The County of Ventura's Bilingual Examination and Certification Program is administered by the County Executive Office, Human Resources Division. Human Resources and Labor Relations staff agree to meet with SEIU Local 721 staff and up to two (2) SEIU-represented employees to discuss the feasibility of developing and implementing an alternative bilingual testing and certification program for County Bilingual Levels I and II based on a class room instruction and final examination model.

There are no guarantees that an alternative bilingual testing and certification program will result from these meetings. However, if such alternative program is mutually agreed to, it shall be fully funded by the employee and shall serve as a voluntary alternative to and not supplant the County's current Bilingual Examination and Certification Program.

The meetings to discuss the feasibility of an alternative bilingual examination and testing program shall take place before the end of the term of this agreement.

For SEIU, Local 721

For County of Ventura

Sandra Stewart
Chief Negotiator

Tabin Cosio
Chief Negotiator

Date_____

Date_____

APPENDIX E

SIDE LETTER REGARDING LABOR/MANAGEMENT COMMITTEE

SIDE LETTER OF AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND THE
SERVICE EMPLOYEES' INTERNATIONAL UNION, SEIU, LOCAL 721

The County recognizes the value of a committee where issues of common concern may be discussed, a Labor/Management Committee has been established. The Labor/Management Committee may convene no more than once per quarter and for no more than two (2) hours per meeting. Either party may request to schedule a Labor/Management Committee meeting. The requests shall be submitted no less than ten (10) business days prior to the proposed meeting date to either the Deputy Executive Officer/LR or SEIU Regional Director. Additionally, the requesting party shall prepare an agenda and distribute it no less than one (1) week in advance of the meeting. Such meetings shall be scheduled so as to minimize disruptions to the delivery of county services and shall be mutually agreeable to the County. The Labor/Management Committee shall consist of two (2) representatives from County Labor Relations, one (1) SEIU Staff member, and two (2) SEIU-represented employees, for a committee comprised of a total of five (5) members. Additional participants may attend the meeting with County approval and authorization. SEIU-represented employees participating in the Labor/Management Committee meetings will be compensated at straight time, if regularly scheduled to work. Meeting space shall be provided by the County.

Matters brought before this committee shall not include subjects which are in any way grievable/arbitrable and/or negotiable. Minutes of meetings shall be maintained. This committee shall be advisory in nature.

For SEIU, Local 721

For County of Ventura

Sandra Stewart
Chief Negotiator

Tabin Cosio
Chief Negotiator

Date_____

Date_____

APPENDIX F

SIDE LETTER REGARDING HUMAN SERVICES AGENCY WORKLOAD
STANDARDS

SIDE LETTER OF AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND THE
SERVICE EMPLOYEES' INTERNATIONAL UNION, SEIU, LOCAL 721

The current Human Services Agency workload/caseload standards are obsolete, based upon programs that no longer exist or that have changed over time. As has been the intent to define more relevant and equitable standards, it is recognized that with present uncertainties for social service funding and program design, it is not optimal to establish standards that will be irrelevant in the short term. The County continues to work toward realistic workload standards that best represent the work that is expected by each stakeholder.

The County agrees that the most effective approach in providing for efficient workload management is to look at how the actual work and job functions are designed; leveraging system improvements, function-based work models, and using technology where feasible to streamline work. The County agrees to work toward solutions such as function-based work models; the establishment of mail-in centers; call-in centers (interactive voice response units); and case file management through imaging technology as possible opportunities for more efficient workload management.

The County agrees to participate in open forums with SEIU staff and up to three (3) SEIU-represented H.S.A employees from each of the four (4) program areas (e.g., up to 12 total employees). The purpose of the forum will be for the parties to discuss and provide information regarding the implementation of any changes to the service delivery model, but not on a meet and confer basis. The forum may take place no more than once per quarter and at the request of either party.

For SEIU, Local 721

For County of Ventura

Sandra Stewart
Chief Negotiator

Tabin Cosio
Chief Negotiator

Date_____

Date_____

APPENDIX G

Side-Letter Agreement Regarding a Classification/Compensation Review of Divisions of
the Resource Management Agency

SIDE-LETTER AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

During the term of the agreement the County of Ventura will conduct a classification/compensation review of the divisions of the Resource Management Agency. The purpose of the review is to determine whether the division's salary levels are internally aligned with respect to job duties, educational requirements, and levels of responsibility. The study will be made available to SEIU Local 721 prior to the commencement of bargaining for a successor MOA.

For SEIU Local 721

For County of Ventura

Bart Diener
Chief Negotiator

Shannon Leslie
Chief Negotiator

Date: _____

Date: _____

ⁱ Article 6, Section 626 – Certification Pay for Clinical Coordinator became effective June 25, 2000.

ⁱⁱ Article 7, Section 701B – Rate of \$123.91 became effective December 31, 1995.

ⁱⁱⁱ Article 7, Section 701C – Health Insurance for Optimum Census Staff employee was established February 13, 1996.

^{iv} Article 19, Section 1905- Performance evaluations are to be in accordance with Sections 516-B, 517 and 518