

AMENDMENT
to
2016-2019 MEMORANDUM OF AGREEMENT
between
SEIU LOCAL 721
and
THE COUNTY OF VENTURA

The parties hereto recognize and agree that there is currently in existence a valid, enforceable Memorandum of Agreement (MOA) between them that, in pertinent part, addresses the manner by which Reductions in Force (RIFs) are to be conducted and how affected employees may, or may not, be repositioned and/or recalled.

The parties also recognize that no provision of the current MOA contains any provisions for continued employment in a RIF situation for anyone who has not attained permanent status (i.e., successfully passed an initial County employment probationary period) on or before the date of layoff. To the contrary, probationary (non-permanent) employees who are laid off may (as per MOA Section 2306) be eligible to have their name placed on "Reemployment Eligible Lists" through which they may be either:

- 1) Reemployed (on a "last-out-first-in" basis) in the classification in the department/agency from which they were laid off; or
- 2) "Certified" to other departments/agencies for consideration of appointment to vacant positions classified the same as that from which they were laid off.

Both parties further recognize and agree that any RIF and/or recall need be implemented in strict compliance with current MOA language. That noted, due solely to the unique circumstances of and opportunities inherent in the RIF scheduled to affect the Human Services Agency (HSA) workforce on July 2, 2017, both parties also desire to further mitigate the impact of that RIF by allowing the HSA, on a one-time and non-precedential basis applicable only to the RIF schedule for July 2, 2017, the opportunity to offer four (4) probationary Employment Specialist I employees continued employment in lower classifications within HSA (either HS Client Benefit Specialist or HS Case Aide I) rather than be subjected to lay off.

Each subject employee is to be appointed in the new classification at a pay rate equal to that which the employee was earning in the employee's prior classification if that rate is within the pay range of the classification to which the employee is to be appointed; if the previously received rate is higher than the maximum of the pay range of the classification to which the employee is to be appointed, then the employee shall receive the maximum of the new classification's pay range. Each employee shall be required to serve (as if an initial probationer) the full probationary term associated with that

classification and shall become eligible for merit increases as if the employee were newly appointed to that new classification on July 3, 2017. In all other (non-pay-related and non-probation-related) respects, the subject employee(s) shall be eligible for the full rights and benefits offered qualified employees by the provisions of the current MOA. Any future RIF shall be governed solely by the provisions set forth in the MOA.

Agreed Upon on This 14 day of June 2017, By:

For the County of Ventura



J. A. Dembowski
Senior Deputy Executive Officer
CEO-HR

For SEIU – Local 721



Danny Carrillo
Tri-County Regional Director
Local 721