

MEMORANDUM OF AGREEMENT

BETWEEN THE

COUNTY OF VENTURA



AND

THE
VENTURA COUNTY PROFESSIONAL PEACE
OFFICERS ASSOCIATION
(VCPPOA)

~~June 2010~~14 – June 20 ~~13~~17

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ARTICLE 1 TERM

Sec. 101 TERM: This **2014-2017** Memorandum of Agreement (hereinafter "Agreement") between the County of Ventura's (hereinafter "County") **Board of Supervisors (BoS)** and the Ventura County Professional Peace Officers Association (hereinafter "VCPPOA" or "the Association") shall become effective upon adoption by the **Board of Supervisors BoS** and shall expire @ 11:59 p.m. ~~on June 23, 2013~~ **April 22, 2017**.

Unless contrary to State or Federal Law, all of the terms and conditions of the previous Agreement between the parties for the period ending **February 20, 2010 June 23, 2013** shall be deemed to have been extended and in full force and effect for the period between **February 21, 2010 June 23, 2013** and the commencement date of this Agreement as specified immediately above.

Sec. 102 SUCCESSOR AGREEMENT: In the event VCPPOA desires to negotiate a successor **to this** Agreement, VCPPOA shall, no more than five (5) nor less than four (4) months prior to the expiration date referenced in the **paragraph section** above, ~~endeavor to~~ serve on the County its written request to commence negotiations as well as its initial written proposals for such successor Agreement.

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 VCPPOA's proposals unless otherwise agreed-to by the parties. Sections of this Agreement 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 **2014-2017** Agreement constitutes a mutual recommendation to be jointly submitted to the ~~Ventura County Board of Supervisors BoS~~ and the Association. It is agreed that this Agreement shall not be binding upon the parties, either in whole or in part, unless and until approved by the members of VCPPOA's various bargaining units and unless and until the **Board of Supervisors BoS**:

A. Acts, by majority vote, formally to approve this Agreement; and

- B. Enacts necessary resolutions and amendments to all County ordinances required to implement the provisions of this Agreement.

ARTICLE 3 RECOGNITION

This Agreement shall apply only to persons employed in the classifications within the following bargaining units:

A. Probation Unit

Classification	Code
Corrections Services Officer I	00988
Corrections Services Officer II	00989
Corrections Services Officer III	00991
Deputy Probation Officer	00614
Senior Deputy Probation Officer	01595

B. Patrol Unit

Classification	Code
Airport Operations Officer	01656
Harbor Patrol Officer Trainee	01734
Harbor Patrol Officer I	00875
Harbor Patrol Officer II	00876
Harbor Patrol Officer III	01783
Park Services Ranger Trainee	00867
Park Services Ranger I	00602
Park Services Ranger II	00603

The terms "employee" or "employees" as used in this Agreement shall be defined consistent with Section 226 of the County's Personnel Rules and Regulations and shall refer only to persons employed by the County in said bargaining units. The term "he" or "his" as used in this Agreement, shall refer to all employees regardless of sex.

ARTICLE 4 RETIREMENT

Sec. 401 EXISTING BENEFITS: Except as specifically modified by the provisions of this Article, those individuals employed by the County who are

members of the Ventura County Employee Retirement Association (VCERA) and are currently provided benefits by either the Tier I or Tier II Retirement Plans shall continue to be provided the benefits set forth by the Plan in which they are enrolled.

Sec. 402 **ADJUSTMENT OF EXISTING "PICK-UP(S)":**

- A. The County agrees to continue the "pick-up" of employee contributions to the Ventura County Employees Retirement Association (VCERA) provided for in the then applicable 1979 "PEAVC" Agreement. ***Effective July 6, 2014, or four (4) pay-periods after commencement of this MoA, whichever is later, and in conjunction with the one-time "offsetting" described in Section 409 below, the foregoing shall become inoperative.***
- B. For individuals employed in classifications within the Patrol Unit prior to ~~the effective date of this Agreement August 10, 2010~~, the County shall "pick-up" (contribute) the amount equal to the lesser of one percent (1%) of each employee's base salary or 100% of each employee's required normal and cost of living retirement contributions 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, ***provided, however, effective July 6, 2014, or four (4) pay-periods after commencement of this MoA, whichever is later, and in conjunction with the one-time "offsetting" described in Section 409 below, the foregoing shall become inoperative.*** For individuals hired into Patrol Unit classifications on or after ~~the effective date of this Agreement, August 10, 2010~~, there shall ***continue to*** be no "pick-up" of any part of the employee's contribution to the VCERA.
- C. For those individuals employed in classifications within the Probation Unit there shall ***continue to*** be no "pick-up" of any part of the employee's contribution to the VCERA.
- D. Employees shall be responsible for their "employee contributions" to retirement to the extent not covered by any County "pickup." For purposes of taxation, this "pick-up" portion of the retirement contribution paid by the County under this Agreement 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 July 6, 2014, or four (4) pay-periods after commencement of this MoA, whichever is later, and in conjunction***

with the one-time “offsetting” described in Section 409 below, the foregoing shall become inoperative.

- Sec. 403 RETIREMENT INCENTIVE - 30 YEAR EMPLOYEES: Regular, full-time employees who have thirty (30) years or more (approximately 62,400 hours) of regular County service and are no longer subject to retirement deductions, shall be paid a four percent (4%) retirement incentive on a biweekly basis. This incentive shall be taxable and not be considered part of the employee's base salary. Payments made under the provisions of this Section shall be calculated at the salary rate in effect at the time such payment is made. ***Effective July 6, 2014, or four (4) pay-periods after commencement of this MoA, whichever is later, and in conjunction with the one-time “offsetting” described in Section 409 below, the foregoing shall become inoperative.***
- Sec. 404 PURCHASE OF PRIOR SERVICE: Employees may purchase time for service under the Federal Civil Service or State ***Teachers’*** retirement system, and military service for which the employee is not receiving, and will not receive, a pension.
- Sec. 405 "SAFE HARBOR" RETIREMENT PLAN: VCPPOA accepts the County's "Safe Harbor" Retirement Plan and agrees that said plan is offered 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. 406 RETIREMENT STATUS OF “PROBATION UNIT” EMPLOYEES: The parties agree that effective October 13, 2002, “Probation Unit” Employees were deemed to be prospectively eligible for the benefits provided “safety” members of the VCERA. The parties further agree that for all times and/or hours worked prior to that date, such “Probation Unit” employees were not, and cannot in the future be legitimately considered as having been, eligible for said “safety” status. Also effective October 13, 2002, such employees were no longer eligible for benefits of “FICA” (Social Security). The parties recognize that one result of this change in status is that those employed prior to October 13, 2002, will have a “blended” retirement, including both “safety” and “non-safety” service. The parties also recognize that since some Probation Unit Employees were previously “Tier I” “non-safety” members of VCERA while others were “Tier II” “non-safety” members, there may be variations in the individual calculations associated with the change from “non-safety” to “safety” status. Finally, the parties recognize that the change to “safety” status did and will alter their respective financial obligations as set forth in Section 402.

Sec. 407 ~~**RETIREMENT SYSTEM REVIEW:** The parties recognize that there presently exists a Labor Management Retirement Review Committee that may continue to meet to review various retirement formulae, options and alternatives, including the exploration of fiscally responsible retirement funding policy changes to reduce costs. Representatives from all recognized employee organizations may participate in such meetings reviewing the retirement program. As one such employee organization, VCPPOA will be allowed to fully participate in such a committee.~~

Sec. 408 ~~**Effective on or before January 1, 2011, the County shall,** In accordance with Internal Revenue Code Section 414(h)(2), **the County previously** declare**d** 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 decision by January 1, 2011, the employee obligations to pay member contributions as provided in Section 402 shall be rescinded retroactive to the implementation date, where appropriate, and shall not be reinstated unless and until the declaration has been accomplished. For purposes of this section only, said retroactive rescission shall result in a return to the status quo existent prior to commencement of this Agreement and, for reference purposes, a copy of the previous Section 402 is attached hereto as an exhibit. Effective July 6, 2014, or four (4) pay-periods after commencement of this MoA, whichever is later, and in conjunction with the one-time “offsetting” described in Section 409 below, the foregoing shall become inoperative.**~~

Sec. 409 ~~**Effective July 6, 2014, or four (4) pay-periods after commencement of this MoA, whichever is later, the salary/pay of all employees affected by the cessation of the “pick-ups” described in this Article, the move to 50:50 sharing of “normal” retirement costs, and/or the payment of the thirty (30) year incentive shall be increased by both:**~~

~~**A. the percentage amount equal to the percentage value of eliminating any retirement “pick-up”; and,**~~

~~**B. the percentage value of employees participating in the 50:50 cost-sharing of the normal cost of retirement contributions.**~~

~~**The parties understand and agree that the value of the salary/pay**~~

offsets described in A & B above shall be done on as close as is possible to a "cost neutral" basis to both the County and the employees; overall the employees are to remain "whole" but at no greater cost to the employer. The parties further understand and agree that the percentage salary/pay increase due to the subject "offsetting" of increased retirement costs shall not be included in calculation of compensation owed due to payment of any non - "FLSA Mandated Overtime."

Sec. 410 The parties agree that the County shall implements all mandates of the "PEPRA" of 2012 as soon as is possible.

ARTICLE 5 COMPENSATION PLAN

Sec. 501 ~~**PROBATION UNIT RANGE & PAY ADJUSTMENTS:** Effective with commencement of the first pay period following adoption of this Agreement by the Board of Supervisors, each classification in the Probation Unit shall have the top and bottom points of its hourly wage/pay range decreased by sixty-three one-hundredths of a percent (.63%). Individuals employed in said classifications on that date shall have their hourly wage rate decreased by the same amount. For purposes of clarification, following are what will then be the base hourly wage/pay ranges for classifications within this unit:~~

<u>Classification</u>	<u>Hourly Range</u>
Corrections Services Officer I	\$16.439999 - \$24.737448
Corrections Services Officer II	\$20.824780 - \$26.546308
Corrections Services Officer III	\$23.348770 - \$30.480019
Deputy Probation Officer	\$20.900243 - \$31.455797
Senior Deputy Probation Officer	\$26.653931 - \$34.847561

"ONE-TIME" PAYMENT:

Within two (2) pay periods after BoS approval of this '14/'17 Agreement, full-time (regularly scheduled to work 64 or more hours biweekly) employees covered by this agreement shall receive a one-time payment of seven hundred and fifty (\$750.00). Employees employed less than full-time (regularly scheduled to work less than 64 hours biweekly) shall receive a one-time payment of six hundred

dollars (\$600.00). Said amounts shall be supplemented by an additional \$TBD.00 (based on \$12.00/missed bi-week) to meet the desire of the parties that essentially “full annual value” be given to the 2014 benefit increase provided in Section 701 which would have been received but for the inability of the parties to respectively ratify/approve this Agreement on/at an earlier date.

Sec. 502

~~**PATROL UNIT WAGE/PAY RANGES:** The wage/pay ranges for this unit neither increase nor decrease for the duration of this Agreement; the following chart of base hourly wage/pay ranges for classifications within this unit is for informational purposes:~~

Classification	Hourly Range
Airport Operations Officer	\$18.364856 - \$23.486687
Harbor Patrol Officer Trainee	\$20.729005 - \$20.729005
Harbor Patrol Officer I	\$22.856217 - \$28.194251
Harbor Patrol Officer II	\$24.116130 - \$30.774282
Harbor Patrol Officer III	\$24.516859 - \$33.209336
Park Services Ranger Trainee	\$11.572704 - \$15.780960
Park Services Ranger I	\$16.179284 - \$21.726301
Park Services Ranger II	\$16.886419 - \$23.651791

“ACROSS THE BOARD” (ATB) & MARKET BASED AVERAGE (MBA) INCREASES

- A. **On March 29, 2015**, the salary/pay range for each classification in this unit (and all employees therein) shall be increased by one percent (1%). **On March 27, 2016**, the salary/pay range for each classification in this unit (and all employees therein) shall be increased by three percent (3%).
- B. The County will conduct a single, total compensation (including all employer retirement costs) market-based average study (with the same components and comparable agencies as was provided to VCSCOA on 1/30/13) no sooner than **January 4, 2015** and no later than **February 27, 2015**. The results of that updated survey shall be used to determine a potential MBA adjustment to be made effective **March 29, 2015**. If the study reveals the total compensation for the benchmark classification (including the ATB increases provided in sub-section B immediately above) is not more than 10% above the related

market, then that class (and all benchmarked to it) shall be eligible to receive an MBA of one percent (1%).

- Sec. 503 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall be compensated within the pay range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in this Agreement.
- Sec. 504 REGULAR PAY DAY: Employees shall be paid on or about the Friday following the end of the biweekly payroll period.
- Sec. 505 PAY ON TERMINATION: Upon certification of the Director-Human Resources that the employment of any employee is terminated, the compensation for such persons shall become due and shall be paid the regular pay day of the pay period following the pay period in which the termination date occurred.
- Sec. 506 PAY FOR LESS THAN FULL TIME SERVICES OF REGULAR EMPLOYEES: Premium pay will also be paid to regular less than full time employees on the same basis as full time employees except that when premium pay is paid on a biweekly or monthly rate, that rate will be paid to less than full time employees on a pro rata basis.
- Sec. 507 PAY RANGE CHANGES: Whenever a higher pay range is assigned to a classification, an employee holding a position in such classification shall have his hourly rate of pay increased by the percentage increase in the classification's pay. The employee's probation hours needed and/or merit increase hours needed shall not change in such an adjustment.
- Whenever a lower pay range is assigned to a classification, an employee holding a position in that class shall receive the same hourly rate of pay he was receiving on the day preceding the effective date of the new range, if such salary placement is within the newly established range. In all other instances, whenever a lower pay range is assigned to a classification, an employee holding a position in the class whose rate 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 anniversary date of an employee affected by the establishment of lower pay ranges for his classification shall not be affected by such an adjustment.
- Sec. 508 HOURLY RATE OF PAY ON "Y" RATING: When an employee is "Y" rated, the hourly rate of pay he received immediately prior to the date of

downward reclassification is to be frozen and may not be increased until the maximum of the pay range assigned his new classification exceeds the hourly rate of pay he was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing an approximately five percent (5%) increase in **his** hourly rate of pay and shall retain his probation hours needed and/or merit increase hours needed that were in effect immediately prior to the establishment of the "Y" rate.

Sec. 509 HOURLY RATE OF PAY ON TRANSFER: Whenever an employee is voluntarily or involuntarily transferred or assigned to a position in a different classification having the same pay range as his former position, he shall retain his hourly rate and his probation hours needed and/or merit increase hours needed.

Sec. 510 ADDITIONAL COMPENSATION TO SUPERVISORS: A person occupying a supervisory position may receive compensation at a rate seven and one-half percent (7.5%) above the base hourly rate of any of his subordinates provided that:

- A. Both his appointing authority and the County Executive Officer find he is exercising substantial supervision over the subject subordinate and that he is satisfactorily performing the full supervisory duties of his position; and,
- B. The organization is a permanent one approved by the County Executive Officer; and,
- C. Both the supervisor and the subordinate have been permanently appointed to full time positions; and,
- D. The classification of both the supervisor's and subordinate's positions are appropriate to the organization and their duties.

Such compensation shall not be effective before the first day of the pay period during which the finding called for in paragraph "A" above is made. Where the subordinate is receiving a "Y" rate, or is for any other reason paid more than the base rate set for his classification, the supervisor's compensation shall be computed as if the subordinate were in fact receiving such base rate. Unless otherwise determined by the Director-Human Resources, such additional compensation shall be effective only for the period deemed necessary to maintain the salary of the supervisor at a rate of 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 pay of the supervisor shall be adjusted to the rate he would have attained notwithstanding the provisions of this section. The effective date of said adjustment shall be the first day of the pay period following the change in status of the subordinate. A change in the base hourly rate or status of the supervisor shall invoke the Merit Increase sections of this Agreement and said sections shall only be applied to the base hourly rate of pay of the supervisor. The Director-Human Resources, at his discretion, may then apply the provisions of this Section to a new base rate accruing to any supervisor so affected. Policies and procedures relating to probation hours needed and/or merit increase hours needed are not affected by the provisions of this Section.

Sec. 511 PRIORITY OF INCREASES: Whenever a general increase, a merit increase, a higher pay range or pay range placement, a promotional increase or any combination thereof are effective on the same date, the hourly rate of pay to which an employee is entitled shall be fixed as follows: to the hourly rate of pay received by the employee on the preceding day shall first be added any general increase, then any higher pay range or pay range placement, then any merit increase, and then any promotional increase.

Sec. 512 HOURLY RATE OF PAY UPON DEMOTION:

- A. A promotional probationary employee demoted to the class he formerly occupied in good standing shall have his pay, probationary status and probation hours needed and/or merit increase hours needed adjusted to reflect what he would have achieved had he remained in the lower class throughout the period of his service in the higher class.
- B. Upon the request of an initial probationary employee, such an employee may, upon approval of the Agency/Department Head, be demoted to a class in which he did not previously hold status provided Human Resources certifies that said employee is qualified for the position to which he is demoted. Such employee shall be demoted to the entry-level rate of pay in the lower class and shall be required to serve a new probationary period. With the approval of the Director of Human Resources, the employee may be assigned a rate of pay at any point within the range of the lower classification that is less than or equal to the rate the employee received in the higher class.
- C. At the discretion of the Department/Agency Head whenever an employee takes a probationary demotion to a lower related class in

which he has held status but a probationary period has not been completely served, such employee shall retain his current rate of pay or receive the top of the pay range of the lower class, whichever is less. The employee shall also be required to serve a new probationary period *unless required to do so by law*.

- D. Whenever an employee who has completed his 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 shall receive the highest rate of pay on the new range that does not exceed his rate of pay immediately prior to demotion and shall retain his probation hours needed and/or merit increase hours needed.

Sec. 513 MERIT INCREASES: Merit increases within a pay 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 therefore. Except as otherwise provided, a merit increase shall consist of an increase of approximately five percent (5%) within a pay range for the class unless the employee is less than five percent (5%) from the top of the pay range and, in such a case, the increase shall be to the top of the pay range. Qualifying service for merit increase consideration shall be by compensable hours, which include all paid hours exclusive of overtime compensation.

Sec. 514 TIME FOR MERIT INCREASES:

- A. Generally. Except as provided in (B) below, a newly appointed, re-employed, promoted or appointed employee may qualify for:
1. An initial merit increase within the pay range upon completion of at least 1,040 hours of compensable of service, exclusive of overtime, in that class.
 2. Succeeding merit increases within the salary range upon completion of each additional period of at least 2,080 hours of compensable service in that class.
- B. Corrections Services Officers I and Deputy Probation Officers. Employees newly appointed, re-employed, promoted or appointed to the positions of Corrections Services Officer I (Class No. 00988) or Deputy Probation Officer (Class No. 00614) are eligible for merit increases as follows:

1. County employees promoting into these classes shall be placed at that rate which provides no less than a five percent (5%), but no more than a ten percent (10%), increase above the wage rate last received by the employee in the County classification whence he/she came, provided, however, that in no case shall this result in placement at less than the minimum or more than the maximum of the pay range.
2. An initial merit increase of approximately five percent (5%) within the range upon completion of at least 1,040 hours of compensable service, exclusive of overtime in that class.
3. Subject to all other applicable provisions of this Agreement, additional merit increase(s) of approximately five percent (5%) within the range upon the completion of each of the next three (3) additional periods of at least 1,040 hours of compensable service in that class (approximately 12, 18, & 24 months after hire).
4. Succeeding merit increase of approximately five percent (5%) within the range upon completion of each additional period of at least 2,080 hours of compensable in that class.

The period of service required to qualify for merit increases by regular less than full time employees shall be same as for a regular, full-time employee.

- C. All approved merit increases will be effective on the first Sunday of the pay period after completing the required compensable hours of service.

Sec. 515 MERIT REVIEW: ***At least one (1) full pay period No later than fourteen (14) calendar days*** prior to employee's merit increase, the appointing authority shall notify the Director-Human Resources and the employee in ***writing of his decisions regarding conjunction with a written performance review of the decision to*** approval, denial, or deferment of a merit increase. In all cases, the recommendation of the appointing authority shall be based on the employee's performance.

Sec. 516 DENIAL OF MERIT INCREASE: If, in the appointing authority's judgment, the employee's performance does not warrant a merit salary increase upon meeting the time requirements of Section 514, the Department/ Agency Head may deny the increase and must complete the County performance ***evaluation rating form review***. Any time prior to the employee qualifying for his next merit increase, the employee may request

a review of his merit increase by the appointing authority or the appointing authority, by his own initiative, may review the matter. If the appointing authority concurs with the requested review or if the appointing authority independently initiates his own review, then the appointing authority shall reopen the matter by submitting another performance **rating review** and recommendation. If an employee's merit increase is granted prior to completing the time requirements of Section 514 for compensable hours of service after it was denied, that employee's next merit increase shall not be due until the employee has completed at least the time requirements of Section 514 of compensable service from the first day of the pay period on which the increase was actually granted.

Sec. 517 **CORRECTING ERROR IN OVERLOOKING MERIT INCREASE:** Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight or system error, the Auditor-Controller shall compensate the employee for the additional pay he should have received dating from the first day of the pay period after which he would have satisfied the merit increase hours needed by adding said additional pay to the employee's next biweekly paycheck. In such cases, the employee's current merit increase hours needed will be adjusted retroactive to their merit increase.

Sec. 518 **RATE OF PAY ON PROMOTION:** Except as provided below, a regular employee who is promoted to a position in a class having a higher pay range shall receive the entry rate of pay for the higher class or such higher amount as would constitute an increase of approximately five percent (5%) on the range over the rate of pay received prior to promotion, whichever is greater.

A. Notwithstanding the provision described above, a regular employee, who is promoted to a position in a class having a higher pay range may, upon recommendation of his appointing authority and subject to the approvals described below, have his initial rate of pay established at any point of the range. Such rate must, however, be at least the entry rate for the higher class or such higher amount as would constitute an increase of approximately five percent (5%) on the range over the rate of pay received prior to promotion, whichever is greater. An initial rate of pay established as a result of this provision is subject to the following approvals:

1. Up to the midpoint of the salary range - approval by the Director-Human Resources.

2. From the midpoint to the top of the salary range - approval by the County Executive Officer.

The advanced placement of a regular employee may be made when:

1. No qualified person can be recruited to fill a position at a minimum rate; or,
2. The skills or experience of the regular employee warrant a higher placement.

Sec. 519 EFFECTIVE DATE OF PROMOTION: Whenever an employee is promoted, the effective date of his promotion shall always be the first (1st) Sunday of the first complete pay period following promotion.

Sec. 520 RATE OF PAY ON TEMPORARY PROMOTION: An employee assigned to a higher classification to fill a vacancy caused ~~by sick leave or other~~ **an** approved leave of absence, or any other reasons stipulated by this Agreement, and who serves in said higher classification for forty (40) consecutive hours, shall thereafter be paid according to the pay range of the class to which he has been temporarily promoted. Upon temporary promotion, an employee will receive either the minimum of the new pay range or a five percent (5%) increase over his present rate of pay, whichever is greater. In no case shall such pay adjustment place the employee beyond the highest point on the pay range of the position to which he has been temporarily promoted. An employee so temporarily promoted shall receive this rate of pay as long as he continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as provided in this Agreement as though he had been appointed on the day he began to receive the rate of pay 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.***~~

Sec. 521 DIFFICULT TO RECRUIT/RETAIN:

- A. Should the Director-Human Resources, subject to approval by the County Executive Officer, determine that a serious recruiting and/or retention problem exists for a classification(s), or that increases granted to subordinate "difficult to recruit" classifications have created serious compaction problems, and that a five percent (5%) increase(s) to a

classification's pay range would assist the County in recruiting or retaining employees in that classification(s), then that classification may be designated as "Difficult to Recruit/Retain." Upon such determination and approval, a five percent (5%) increase(s) granted pursuant to the provisions of this Section shall be implemented as follows:

1. If authorized by the Director-Human Resources, the initial placement for newly hired employees may be at any point within the pay range for the classification.
 2. All employees in the designated classification(s), who have successfully completed one (1) year or more of service at the top of the range for that classification(s) shall receive an increase in accordance with the provisions of Sections 513, 514 and 515 of this Agreement.
 3. All other employees in the designated classification(s) may, upon recommendation of their Department or Agency Head and approval by the Director-Human Resources, have their pay adjusted by five percent (5%) increments (unless such increase would cause the rate of pay to exceed the maximum for his/her classification) up to a rate of pay equal to the lowest rate received by a qualified candidate hired from an eligible list created as the result of an open competitive examination to fill a vacancy in that classification.
 4. Subsequent merit increases for employees not compensated at the top of the pay range(s) for classifications affected by the provisions of this Section may be granted pursuant to Sections 513 through 518 of this Agreement.
- B. Termination of Designation: In the event the Director-Human Resources determines the circumstances that created the recruiting or retention problems for any or all classifications no longer exist, she shall advise the County Executive Officer of her findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such classification(s). At that time, the pay for any employee compensated at a rate above that to which he would otherwise have been entitled shall be "Y" rated and shall not be increased until the pay range for his classification exceeds the rate established for him pursuant to the provisions described above.
- C. Reports: The Director-Human Resources shall submit quarterly reports to the Board of Supervisors indicating the classifications and numbers of positions affected by the provisions of this Section.

D. Waiver of Grievability: The provisions of this Section shall neither be grievable nor arbitrable under Article 30 of this Agreement.

Sec. 522 ADVANCED RATE(S) OF PAY FOR NEW HIRES: Upon recommendation of the appointing authority and the Director-Human Resources, the County Executive Officer may approve hiring a new employee at a rate of pay above the midpoint of the pay range provided that:

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

VCPPOA shall be notified of appointments made **at or** above the midpoint of the pay range.

ARTICLE 6 PREMIUM PAY

Sec. 601 BILINGUAL PREMIUM PAY: Positions which 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 **Department**/Agency ~~/Department~~ Head, based upon criteria established by, and subject to approval 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 the level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

<u>BILINGUAL LEVEL</u>	<u>PREMIUM PAY</u>
I	\$.65/hour
II	\$.80/hour
III	\$.90/hour

Employees in positions eligible to receive this premium 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 *Department/Agency /Department* Head and the Director-Human Resources, the County Executive Officer must designate that such payment will be made.

Sec. 602 STANDBY PREMIUM PAY: Should an employee be placed on formal standby duty, such an employee shall be compensated for actual time spent on call at one-quarter (1/4) of the employee's regular hourly wage, or at the Federal Minimum Wage, whichever is greater, ~~and for time worked as a result of a callback to duty at the employee's 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.

Sec. 603 NIGHT SHIFT DIFFERENTIAL PREMIUM PAY:

(Patrol Unit) Except as otherwise provided herein, the night shift differential for regular employees who are required to work sixty-two and one-half percent (62.5%) of a full eight (8)-hour or longer shift 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.

(Probation Unit): The Night Shift Premium Pay (NSP) for regular employees shall be calculated at the rate of five percent (5%) of the base hourly pay of said employee. Such employee shall be eligible for payment of the subject premium when both of the following conditions exist:

- 1. The hours worked are between 1400 hours (2:00 p.m.) of one day and 0700 hours (7:00 a.m.) of the next; and,*
- 2. The employee works four (4) or more consecutive hours between 1800 hours (6:00 p.m.) and 0700 hours (7:00 a.m.), which are consecutive with, or included within, the hours in 1 immediately above.*

Sec. 604 NIGHT SHIFT DIFFERENTIAL WHEN ON PAID LEAVE: All paid leave shall include compensation for night shift differential when the leave is on a

day the employee is regularly required to work hours qualifying for such differential under Section 603 of this Article.

- Sec. 605 CALLBACK: The minimum callback for employees covered by this Agreement shall be two (2) hours. The callback policy specifically applicable to employees of the Probation Agency is appendix 1 of this agreement.
- Sec. 606 WEEKEND TIME OFF PREMIUM PAY: An employee of the Patrol Unit employed by the Airports or Harbor Departments who, as a result of the work schedule required by a rotating shift schedule, is afforded less than a fifty-six (56) hour period of time off between the ending time of his regular workweek schedule and the starting time of the following workweek schedule shall be compensated with a sum of ten dollars (\$10) for each occurrence.
- Sec. 607 *ARMED PREMIUM: Effective two (2) bi-weeks after commencement of this Agreement, when temporarily and specifically authorized/assigned, in writing, by the Director of the Probation Agency to carry a firearm in the course of performing assigned duties during assigned working hours, Probation Officers shall be eligible to receive a premium of seven and one-half percent (7.5%) of their base (exclusive of all other additions) hourly wage. The parties specifically agree that this premium is dependent on the will and written assignment of the Director of the Probation Agency as reflected only by issuance of a current, but temporary, "Authorization to Carry a Firearm " card; that the temporary authorization/assignment and resultant premium are revocable/terminable at the will of the Director of the Probation Agency; that there exists no "property" right to an armed assignment nor the resultant premium; that the premium resulting from such temporary authorization/ assignment is available to an employee only when the employee is so temporarily authorized/ assigned; that cessation of the temporary authorization/assignment will necessarily cause cessation of the temporary premium; and that the decision or act to revoke the temporary authorization, end the temporary assignment, and/or no longer pay the resultant temporary premium shall NOT be subject to any appeal in any procedure or forum but particularly through Article 31 of this Agreement or Article 21 of the County Personnel Rules and Regulations. The County (Probation Agency) further commits that "armed caseloads" will not be assigned to any employee not authorized to carry a firearm and thereby eligible for this subject premium.*

Sec. 608 **WATCH COMMANDER PREMIUM:** *If a Senior Deputy Probation Officer (SrDPO) assigned to the Juvenile Justice Facility is designated to act as a "Watch Commander" s/he shall receive a premium of five percent (5) of his/her their base (exclusive of all other additions) hourly wage for all time so designated provided, however, no more than one (1) SrDPO may be so designated for the same period.*

ARTICLE 7
HEALTH INSURANCE

Sec. 701 **COUNTY CONTRIBUTION:**

- A. Full time employees covered by this Agreement are provided benefits by the County of Ventura Flexible Benefits Program (Cafeteria Plan). Subject to terms and conditions of the plan document, the County shall contribute an amount not to exceed ~~\$248.00~~ **273.00** per biweekly pay period towards the Cafeteria Plan for each regular full-time employee. *Effective the first day of the second pay period after the BoS approves this Agreement, said amount shall be increased by \$12.00 per bi-week to \$285.00. Effective December 7, 2014, said amount shall again be increased by another \$12.00 per bi-week, bringing the bi-weekly total to \$297.00 the amount to ~~\$273.00 per biweekly pay period towards the Cafeteria Plan for each regular full-time employee.~~*
- B. The County shall contribute ~~\$123.94~~ **184.00** per biweekly pay period on behalf of each less than full-time employee enrolled in the Flexible Benefits Program. Pursuant to Section 4.2 of that Program, employees may reduce their pay to be allocated as flexible credits (including the payment of health insurance premiums) for the plan year. Effective *the first day of the second pay period after the BoS approves this Agreement, flexible credits for enrolled regular less than full-time employees shall be established on a separate basis from regular full-time employees. For each enrolled regular less than full-time employee, and subject to the conditions of the plan document, the County shall increase the said amount shall be increased by \$12.00 per bi-week to \$184.00 196.00. Effective December 7, 2014, said amount shall again be increased by another \$12.00 per bi-week, bringing the bi-weekly total to \$208.00 per bi-weekly pay period towards the Flexible Benefits Program.* For purposes of this Article

only, regular less than full-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty ~~four~~ (64 60) hours per biweekly pay period.

- Sec. 702 CONTINUATION OF HEALTH PLAN: Should an employee exhaust his/her sick, ***vacation and annual*** leave and go on medical or maternity leave of absence without pay, the County agrees to continue to make its contribution to the health insurance ~~***plan in compliance with the requirements of the Family Medical Leave Act***~~ ***option in which the employee is enrolled for thirteen (13) biweekly pay periods.*** The ~~***amount of the County contribution number of hours of compensation upon which payment of this premium***~~ is based ~~***upon 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. ***All Flexible Benefit options other than health insurance coverage are discontinued during any leave of absence without pay. An employee receiving compensation in lieu of disability under Section 4850 of the California Labor Code shall not be governed by this provision and shall continue to receive all Flexible Benefit contributions and options while in that status.***
- Sec. 703 LABOR/MANAGEMENT COMMITTEE: VCPPOA 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 VCPPOA, 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 at least quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities. As often as the committee shall meet, VCPPOA representative shall be released from duty and permitted to attend without loss of compensation.
- 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 VCPPOA 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 VCPPOA thirty (30) days notice of any plan changes proposed and to afford VCPPOA 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 VCPPOA to meet and confer or otherwise consult or negotiate regarding these issues.

Sec. 705 STATE DISABILITY INSURANCE (SDI): If requested by VCPPOA during the course of this Agreement, an election will be held to determine whether or not employees covered by this Agreement desire to participate in the State Disability Insurance (SDI) program, pursuant to applicable State regulations and the following provisions:

- A. Representatives of the parties will meet with a representative of the California State Mediation and Conciliation Service (CSM&CS) within forty-five (45) days after the request referenced in the above paragraph to determine the election procedures. If agreement is reached on those procedures, and subject to the availability of the representative from the CSM&CS, the election will be conducted by the CSM&CS within ninety (90) days of commencement of this agreement.
- B. For purposes of this Section only, the term "employee" shall include regular employees assigned to County classifications. Inclusion in the SDI program will not confer any representation rights to temporary help employees nor in any way alter the definition of "employee" in the County's Personnel Rules and Regulations or this Agreement.
- C. Association and Management Representatives will jointly prepare information to be timely distributed to the employees prior to the election.
- D. A simple majority of votes cast in each bargaining unit shall determine whether or not that entire bargaining unit participates in the SDI program.
- E. The decision of the simple majority is binding, and, if that simple majority elects to participate in the SDI program, all employees in that bargaining unit must participate in the program for a minimum

of two (2) calendar years beginning the January following the year participation in the SDI program is elected.

- F. If, after expiration of the period set forth in sub-section E, the employees within a bargaining unit want to withdraw from SDI, a petition indicating such desire must be signed by a majority of all employees in that bargaining unit and then presented to the Director of Human Resources.
- G. If adopted, this program will be administered by the County.
- H. The employee(s) shall pay all costs of the program provided; however, the employee(s) shall not be required to pay the County administrative fees.
- I. Benefits for employees not previously covered by SDI shall become effective as soon as permitted by law.

Sec 706 ***AFFORDABLE CARE ACT: During the term of this Agreement, either party shall have the option to compel the other to meet with it to discuss the impact of the Affordable Care Act on the provisions of Article 7; provided, however, that no change to the provisions of Article 7 shall occur without the mutual agreement of the parties.***

ARTICLE 8 OTHER COMPENSABLE BENEFITS

- Sec. 801 MILEAGE: Employees 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. 802 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 wherever the provisions in law provide for payment of such expenses.
- Sec. 803 UNIFORMS & ALLOWANCE: ~~*Employees who are required to wear uniforms as a condition of their employment shall receive a total annual uniform allowance as follows:*~~

UNIT AMOUNT EFFECTIVE DATE

~~Patrol Officer's Unit \$500.00 November 1~~

~~In order to receive this allowance, employees must have been employed in the classes covered under the unit for at least six (6) months prior to November 1 of each year. Employees who terminate prior to November 1 shall not be eligible to receive any allowance.~~

~~The County shall furnish all Probation personnel with polo style shirts and, for field personnel, with jackets as needed.~~

~~On November 1st of each year, employees who are required to wear uniforms as a condition of their employment shall receive the indicated total annual uniform maintenance allowance:~~

<u>CLASSIFICATION</u>	<u>AMOUNT</u>
Harbor Patrol Officers	\$800.00
Park Service Rangers	\$800.00
Airport Operations Officers	\$800.00
Probation Unit employees	\$250.00

~~In order to receive this allowance, employees must have been employed in the classes covered under the unit for at least six (6) months prior to November 1 of each year. Employees who terminate prior to November 1 shall not be eligible to receive any allowance.~~

~~Upon hire, the Probation Agency shall provide Probation Unit employees with the shirts, pants/slacks, and jackets (selected assignment) it deems necessary for the pursuit of its organizational mission. Probation Unit employees shall be entitled to have shirts and/or pants/slacks replaced once every two (2) years (or sooner if determined necessary by Agency Management). Unless approved by Agency management, officers shall wear said uniform while on-duty and shall maintain them so as to present themselves in a professional (clean/un-wrinkled) manner. If specifically approved by Agency management, other attire may be worn on-duty when appropriate to an officer's assignment for the day (e.g. training, court, etc.)~~

Sec. 804 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 under ten dollars (\$10) shall not be processed. The maximum amount any one employee may claim is five hundred dollars (\$500) in one (1) year.
- C. Level of Reimbursement - Glasses, dentures, hearing aids or other prosthesis and watches will be reimbursed as provided 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:

TABLE I

LIFE EXPECTANCY RATE					
MEN'S WEAR			WOMEN'S WEAR		
	Item	Rate (Yrs)		Item	Rate (Yrs)
1.	Coats & Jackets	3	1.	Blouses	1.5
	- Leather & Suede	4	2.	Coats & Jackets	3
2.	Hats	1		- Leather & Suede	4
3.	Neckties	1	3.	Dresses	2
4.	Rainwear		4.	Rainwear	
	- Plastic	1		- Plastic	1
	- Fabric	2		- Fabric	2
5.	Shoes	1.5	5.	Shoes	9 mo
6.	Shirts	1.5	6.	Shirts	2
7.	Slacks	2	7.	Slacks	1.5
8.	Socks	0.5	8.	Suits	3
9.	Sport Coats	4	9.	Sweaters	2
10.	Suits	3	10.	Underwear	
11.	Sweaters	2.5		- Slips	1.5
12.	Underwear	1		- Foundation Garments	6 mo
13.	Work Clothes	1.5		- Panties	6 mo
			11.	Uniforms	1.5

TABLE II

Calculation of Claims Reimbursement Values	
Life Expectancy Rating	Reimbursement Value

1	2	3	4	5	% of Replacement Cost		
Age of Article in Months					Excellent	Average	Poor
0-4	0-4	0-4	0-4	0-4	100%	100%	100%
4-7	4-7	4-10	4-13	4-16	75%	75%	60%
7-9	7-13	10-19	13-25	16-31	70%	60%	45%
9-11	13-19	19-28	25-37	31-46	50%	40%	30%
11-13	19-25	28-37	37-49	46-61	30%	20%	15%
13-62	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 dollars (\$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: MAN'S SLACKS

Replacement Cost:	\$18.00
Life Expectancy	Two years
Actual Age:	18 months
Condition:	Average
Reimbursement Value:	40% or \$7.20

Sec. 805 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 advance employee's transportation, lodging, and meal allowances, if applicable, prior to the employee leaving for the conference or seminar.

Sec. 806 PROFESSIONAL MEMBERSHIPS: Full time employees shall be reimbursed for up to the indicated maximums per fiscal year for membership fees paid to professional organizations recognized by the Appointing Authority as being both bona-fide and job-related.

Probation Unit.....	\$125.00/Fiscal Year
Patrol Unit.....	\$225.00/Fiscal Year

The reimbursement will be paid in accordance with general claims schedules of reimbursement of approximately six to eight weeks.

Sec. 807 EDUCATIONAL INCENTIVE PAY: Employees shall receive incentive pay in addition to base pay for educational attainments not specifically required by the position pursuant to the official class specification maintained by the Personnel Department, as follows:

Associate's Degree	+2.5%
Bachelor's Degree	+3.5%
Graduate's Degree	+5.0%

Employees eligible for the above incentive pay shall be entitled to receive only the one (1) form/level of pay which provides the greatest incentive. Incentives shall be granted pursuant to this Section only after submission of appropriate documentation to, and approval by, the *Personnel County Human Resources* Department. VCPPOA waives any right it may have to grieve and/or arbitrate determinations made pursuant to this Section of the Agreement.

Sec. 808 A. REIMBURSEMENT FOR OBTAINING/RENEWING CLASS A AND/OR B CALIFORNIA DRIVER LICENSE: Employees required to obtain and maintain either a Class A or B California Driver License (or their equivalent) with any required endorsements shall, upon the employees request, receive reimbursement for the difference in costs between the required license and the Class C license (or its

equivalent). Reimbursement shall not be made for costs incurred when obtaining or renewing a Class C license or its equivalent.

- B. REIMBURSEMENT FOR RENEWAL OF COAST GUARD LICENSE: A Harbor Patrol Officer required to submit to a drug screening examination in order to renew a County required U.S. Coast Guard Motorboat Operator License (or its equivalent) shall, upon the request of the employee, receive reimbursement for his/her out-of-pocket expenses for the exam itself.

ARTICLE 9 TEXTBOOK AND TUITION REIMBURSEMENT

- Sec. 901 PURPOSE: To provide a program whereby employees of the County are reimbursed for the costs of textbooks, tuition, registration and laboratory fees for occupationally related school courses, workshops, **approved conferences**, and seminars satisfactorily completed on the employee's own time.
- Sec. 902 ELIGIBLE EMPLOYEES: Regular and probationary, full time and less than full-time employees (on a pro rata basis) are eligible to participate in this program.
- Sec. 903 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 are eligible.
 - B. Courses directly related to the employee's occupational field are eligible.
 - C. Courses that are prerequisite to job-related courses are also eligible.
 - D. Job-related courses preparing an employee for promotion in his job field, or a job field for which there are promotional opportunities within County service are eligible.
 - E. Graduate coursework which is required to receive a job-related Master's Degree is eligible.

F. Job-related seminars and workshops offered by professional societies, organizations, or a County training facility are eligible.

G. Seminars, **conferences**, and workshops which are directly job-related, offered in conjunction with a recognized college, educational institution or professional organization and recommended and approved by the Department/Agency Head are eligible.

H. ***For Probation Agency employees, martial arts training taken through a certified studio/course approved by the Director of the Probation Agency and taught by a professional, certified instructor shall be eligible for benefits provided by this Article provided, however, such training shall not be considered as eligible for the benefit to be accorded "upper division" or "graduate" coursework as per Section 905 and any amounts paid to an individual employee shall count towards/against the "caps" set forth in that same Section.***

Sec. 904 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. 905 TEXTBOOK AND TUITION REIMBURSEMENT: The County shall, unless otherwise designated in this Agreement, provide for up to 100% reimbursement for tuition and course-related textbooks up to a maximum of one thousand dollars (\$1,000.00) per fiscal year for all upper division and graduate courses and/or up to a maximum of seven hundred dollars (\$700.00) per fiscal year for all other courses, in accordance with the provisions of this Article. To qualify for any reimbursement, the courses must be job-related and must have been taken while the employee was off-duty. The total cost to the County shall not exceed fifty thousand dollars (\$50,000.00) per fiscal year for the Probation Unit and seven thousand dollars (\$7,000.00) per fiscal year for the Patrol Unit.

Sec. 906 OTHER REQUIREMENTS AND LIMITATIONS: The following shall also apply to this program:

- A. Courses **and conferences** 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 portions 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, P.O.S.T., or the Veteran's Administration, unless otherwise provided in this Article.

Sec. 907 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Department/Agency Head is responsible for the administration of this program. Applications for reimbursement should be received 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 1,040 hours of compensable service with the County. The Director-Human Resources

may develop such forms and additional procedures which she deems necessary to accomplish the intent of program.

If the amount of available textbook and tuition reimbursement does not cover the entire cost of an employee's approved course(s), an employee who successfully completes an approved course(s) shall be eligible to obtain reimbursement of the uncovered expenses over the next two fiscal years. For example, if an employee successfully completes an approved undergraduate course that costs \$1500, the employee is eligible for reimbursement of \$700 in years 1 and 2, and \$100 in year 3.

In no event shall expenses be reimbursed that are more than three years old.

- Sec. 908 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.

ARTICLE 10 WORK SCHEDULES

- Sec. 1001 NORMAL 80-HOUR BIWEEKLY WORK SCHEDULE: Except as may be otherwise provided, the "normal" biweekly work schedule of the County of Ventura 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 department/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 department/agency 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 VCPPOA from grieving the practical consequences of that action.

- Sec. 1002 OTHER ALLOWABLE WORK SCHEDULES:

A. A Department/Agency Head may, following communication with the employees involved, assign employees of the Department/Agency to any other schedule which aids the Department's/Agency's ability to

serve the public if such schedule is not a violation of State or Federal law. The County agrees to consult with VCPPOA prior to the employees being placed on a modified *workweek schedule*.

- B. Both parties to this Agreement recognize and agree that any decision to assign employees to other work schedules is to be made with the intent of enhancing an agency's/department's/division's/unit's ability to serve the public or for any other reason consistent with sound management practices. If, at any time, the agency/department head concludes such *a other* work schedule is not significantly enhancing such ability, *and*, after at least a thirty (30) day notice to both the employees involved and VCPPOA, the agency/department head may reassign such employees to ~~*either the work period specified in Section 1001 or to*~~ another schedule ~~*under the provisions of Section 1002-A immediately above.*~~

Sec. 1003 WORK SCHEDULE CHANGES: The County and VCPPOA agree to meet and discuss problems with, or changes in, work schedules on a Department/Agency/*Division/Unit* basis ~~*during the term of this Agreement*~~ upon request of either party.

Sec. 1004 EMPLOYEES WORKING "STRAIGHT" ~~EIGHT~~-HOUR SHIFTS: *At management's discretion, schedules (including the "normal" schedule specified in 1001) may provide for an unpaid lunch/break period at or around the mid-point of the shift or be designated as a "straight-shift" schedule. When an ~~Those~~ employee s is specifically assigned to work on a "straight" ~~eight (8) hour~~ shift schedule, s/he shall work ~~eight (8) his/her~~ scheduled hours ~~straight~~ inclusive of lunch and/or breaks.*

Sec. 1005 BENEFIT ACCRUALS FOR OTHER THAN 8-HOUR EMPLOYEES: Benefit accruals for full-time employees on *modified* work schedules *other than the "normal" schedule specified in Section 1001* shall be on the same basis as other full-time employees, with accrual based on regular scheduled hours.

Sec. 1006 ~~VARIABLE WORK HOURS PROGRAM OTHER SCHEDULING CONSIDERATIONS:~~

~~*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).~~

A FLEXIBLE WORK SCHEDULE gives employees the option of changing their starting and ending times on a periodic, "open-season" basis as determined by Management in consultation with the employee. ~~However, notwithstanding the foregoing, or RETAIN, BUT PLACE ELSEWHERE any condition hereunder, Management shall have the exclusive right to select the employee's work period for purposes of complying with the Fair Labor Standards Act.~~

~~B. Conditions:~~

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

~~1. The determination to implement a variable work hour program shall be at the sole discretion of the Department/Agency Head.~~

~~2. A Department/Agency Head 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 five (5) working day notification.~~

~~3. Eligibility for variable work hours will be at the sole discretion of the Department/Agency Head.~~

~~4. Overtime, if required, will normally be scheduled on the employee's day off.~~

B ~~On a Compressed Work Schedule, Use of full vacation or sick leave day will be charged 10 hours on the 4/10, or 8 or 9 hours~~

~~on the 9/80, depending upon in an amount equal to~~ the scheduled hours of the employee ~~on the day the leave is used.~~

- C. Any employee requesting change in a schedule or a Flexible Work Schedule will require his/her supervisor's approval, subject to management's review.
- D. Any change in scheduled working hours shall be at the sole discretion of the appropriate supervisor/manager.
- E. 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.
- F. Holiday benefits for employees on a variable work schedule are to be computed on the basis of the number of hours the employee is usually scheduled to work. For example, an employee assigned to work a 4/10 schedule is eligible to receive 10 hours of leave with pay; an employee assigned to a 9/80 schedule would receive 9 hours of leave with pay (unless the holiday falls on his/her 8 hour day). If the holiday falls on an employee's regular 4/10 or 9/80 day off, the 10, 9 or 8 hours (whichever is appropriate) will be credited as additional vacation time.

~~A. Employees may be required to complete periodic surveys, to evaluate the effects of the program.~~

~~B. Employees participating in the program will be required to sign an agreement that they have read and understand the program.~~

ARTICLE 10 WORK SCHEDULES

NOTE: *This "clean" version of the above changes to Article 10 is provided for ease of review)*

Sec. 1001 NORMAL 80-HOUR BIWEEKLY WORK SCHEDULE: Except as may be otherwise provided, the "normal" biweekly work schedule of the County of Ventura 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 department/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 department/agency 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 VCPPOA from grieving the practical consequences of that action.

Sec. 1002 OTHER ALLOWABLE WORK SCHEDULES:

- A. A Department/Agency Head may, following communication with the employees involved, assign employees of the Department/Agency to any other schedule which aids the Department's/Agency's ability to serve the public if such schedule is not a violation of State or Federal law. The County agrees to consult with VCPPOA prior to the employees being placed on a modified schedule.
- B. Both parties to this Agreement recognize and agree that any decision to assign employees to other work schedules is to be made with the intent of enhancing an agency's/department's/division's/unit's ability to serve the public or for any other reason consistent with sound management practices. If, at any time, the agency/department head concludes such other work schedule is not significantly enhancing such ability, after at least a thirty (30) day notice to both the employees involved and VCPPOA, the agency/department head may reassign such employees to another schedule.

Sec. 1003 WORK SCHEDULE CHANGES: The County and VCPPOA agree to meet and discuss problems with, or changes in, work schedules on a Department/Agency/Division/Unit basis upon request of either party.

Sec. 1004 EMPLOYEES WORKING "STRAIGHT" HOUR SHIFTS: At management's discretion, schedules (including the "normal" schedule specified in 1001) may provide for an unpaid lunch/break period at or around the mid-point of the shift or be designated as a "straight-shift" schedule. When an employee is specifically assigned to work on a "straight" shift schedule, s/he shall work his/her scheduled hours inclusive of lunch and/or breaks.

Sec. 1005 BENEFIT ACCRUALS FOR OTHER THAN 8-HOUR EMPLOYEES: Benefit accruals for full-time employees on work schedules other than the "normal" schedule specified in Section 1001 shall be on the same

basis as other full-time employees, with accrual based on regular scheduled hours.

Sec. 1006 OTHER SCHEDULING CONSIDERATIONS:

- A FLEXIBLE WORK SCHEDULE gives employees the option of changing their starting and ending times on a periodic, "open-season" basis as determined by Management in consultation with the employee.
- B Use of full vacation or sick leave day will be charged an amount equal to the scheduled hours of the employee on the day the leave is used.
- C. Any employee requesting change in a schedule or a Flexible Work Schedule will require his/her supervisor's approval, subject to management's review.
- D. Any change in scheduled working hours shall be at the sole discretion of the appropriate supervisor/manager.
- E. 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.
- F. Holiday benefits for employees on a variable work schedule are to be computed on the basis of the number of hours the employee is usually scheduled to work. For example, an employee assigned to work a 4/10 schedule is eligible to receive 10 hours of leave with pay; an employee assigned to a 9/80 schedule would receive 9 hours of leave with pay (unless the holiday falls on his/her 8 hour day). If the holiday falls on an employee's regular 4/10 or 9/80 day off, the 10, 9 or 8 hours (whichever is appropriate) will be credited as additional vacation time.

ARTICLE 11-A
OVERTIME

Effective July 6, 2014, or four (4) pay-periods after commencement of this MoA (whichever is later), the Provisions of Article 11-A shall become null, void, and be completely superseded by the provisions of Article 11-B.

- Sec. 1101 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. 1102 POLICY - LIMITATION ON OVERTIME: It is the County's policy to avoid the necessity of 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 Department/Agency Head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.

Sec. 1103 DEFINITIONS: For purposes of this Article only:

- A. A "Designated Work Period" shall consist of either seven (7) consecutive days (one hundred, sixty eight [168] hours) or fourteen (14) consecutive days (three hundred, thirty-six [336] hours). Management reserves the right under FLSA to designate the work period for each employee.
- B. For the Patrol Unit, "Overtime" is defined as time worked by an employee in excess of forty (40) hours in a one hundred, sixty-eight (168) hour Designated Work Period.
- C. For the Probation Unit, "Overtime" is defined as time worked by an employee in excess of eighty (80) hours in a biweekly pay period.
- D. "Time Worked" shall include paid assigned holidays, paid court appearances, paid sick leave, and paid industrial leave as provided for in these Articles.
- E. In accordance with requirements set forth by the FLSA, an employee's "Regular Rate of Pay" shall be determined by dividing the total number of hours worked by the employee during his Designated Work Period into the sum of all compensation paid for those same hours worked.

Sec. 1104 COMPENSATION FOR OVERTIME HOURS WORKED: All employees shall be paid at a rate of one and one-half times for all overtime hours worked except as provided in Section 1105.

Sec. 1105 COMPENSATORY TIME OFF:

- A. Persons employed in the classifications of Corrections Services Officer I, II, and III, Deputy Probation Officer, and Senior Deputy Probation Officer, who work overtime may choose to be paid at a rate of one and one-half (1½) times their regular hourly rate of pay, or may accrue the time as compensatory time off (CTO) at the rate of one and one-half (1½) hours for each hour worked in excess of their scheduled pay period. For purposes of computing overtime, employees covered in Section 1106 shall be eligible for overtime pay after eighty (80) hours of time worked in a pay period.
- B. Accumulated CTO may be taken off by an employee with prior approval of Probation Agency management. Whenever an employee is unable to use his/her CTO during the calendar year in which it was accrued, such CTO shall be carried over into the next calendar year. An employee may accrue a maximum of eighty-eight (88) hours of CTO. All overtime worked, which, if accrued as CTO would exceed the eight-eight (88) hours shall be paid as per Section 1104.
- C. Upon termination, an employee shall be paid the hourly equivalent of his/her salary for each hour of accrued CTO. The compensation resulting from this provision shall be based upon the salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized CTO.

Sec. 1106 7(k) EXEMPTION:

- A. The County re-affirms its election of the 7(k) partial overtime exemption for Probation Agency employees involved in law enforcement activities and represented by VCPPOA.
- B. The work period for the Probation Agency employees involved in law enforcement activities shall be a fourteen (14) day, three hundred, thirty-six (336) hour work period. 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 their personnel record noting the starting time and day of such work period.
- C. Overtime shall be compensated as provided in Sec. 1103(C) except for the payment of those overtime hours which exceed FLSA "hours worked" in the fourteen (14) day work period. Hours worked in excess

of eighty-six (86) FLSA hours shall be paid based upon the FLSA definitions of rate of pay and hours worked. Contractual overtime payment shall be credited towards FLSA minimum overtime where payments are appropriate.

ARTICLE 11-**B**
OVERTIME

Effective July 6, 2014, or four (4) pay-periods after commencement of this MoA (whichever is later), the Provisions of Article 11-A shall become null, void, and be completely superseded by the provisions of this Article 11-B.

- Sec. 1101 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). ***All payments required by the provisions of this MoA not required by the FLSA shall be counted/credited in determining if the County has, in total, satisfied/met any payments mandated by the FLSA.*** No provision of this Article should be construed as guarantee of hours of work per day/week/bi-week, nor of days of work per week/bi-week.
- Sec. 1102 POLICY - LIMITATION ON OVERTIME: It is the County's policy to avoid the necessity of 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 Department/Agency Head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.
- Sec. 1103 DEFINITIONS: For purposes of this Article only:
- A. A "Designated Work Period" (***DWP***) shall consist of either seven (7) consecutive days (one hundred, sixty eight [168] hours) or fourteen (14) consecutive days (three hundred, thirty-six [336] hours). Management reserves the right under FLSA to designate the work period for each employee.
 - B. 1. For the Patrol Unit, "***FLSA*** Overtime" is defined as ***time hours actually*** worked by an employee in excess of forty (40) hours in a one hundred, sixty-eight (168) hour ***Designated Work Period DWP.***

2. For the Probation Unit, "*FLSA* Overtime" is defined as ~~time hours actually~~ worked by an employee in excess of ~~eighty (80) eighty-six (86)~~ hours in a ~~biweekly pay three-hundred, thirty-six hour DWP. period.~~
- C.
 1. For the Patrol Unit, "Contractual Overtime" is defined as "time worked" or deemed, as per Section 1103-D, to be worked by an employee in excess of forty (40) hours in a one hundred, sixty-eight (168) hour DWP.
 2. For the Probation Unit, "Contractual Overtime" is defined as "time worked" or deemed, as per Section 1103-D, to be worked by an employee in excess of eighty (80) hours in a three hundred, thirty-six (336) hour DWP.
 - D. Unless specifically provided by this Article, "Time Worked" for purposes of Contractual Overtime shall include *actual time worked as is provided by the FLSA and also* paid assigned holidays, paid ~~court appearances~~ *witness service as provided by Section 2202, paid jury service as provided by Section 2203, paid sick leave as provided by Article 14, and paid industrial leave as provided for in these by Article s 15.* "Time Worked" shall specifically exclude all other leaves.
 - E. "Regular Rate of Pay" shall be in strict accordance accord with ~~requirements set forth by the provisions of the FLSA, an employee's "Regular Rate of Pay" shall be determined by dividing the total number of hours worked by the employee during his Designated Work Period (DWP) into the sum of all compensation paid for those same hours worked.~~
 - F. "Base Rate of Pay" shall mean the employee's hourly rate of pay excluding any premiums, incentives, add-ons or rollups.

Sec. 1104 OVERTIME COMPENSATION ~~FOR OVERTIME HOURS WORKED:~~
~~All employees shall be paid at a rate of one and one half times for all overtime hours worked except as provided in Section 1105.~~

- A. *For the Patrol Unit, Contractual Overtime shall be paid in cash at one and one-half ($1\frac{1}{2}$) the employee's Base Rate of Pay minus the percentage increase to that Base Rate of Pay due to the offset described in Section 409.*
- B. *For the Probation Unit, Contractual Overtime shall be paid in cash at one and one-half ($1\frac{1}{2}$) the employee's Base Rate of Pay minus the percentage increase to that Base Rate of Pay due to the offset described in Section 409.*
- C. *For the Patrol Unit, FLSA Overtime shall be paid in cash as per FLSA mandates.*
- D. *For the Probation Unit, except as provided in Section 1105, FLSA Overtime shall be paid in cash as per FLSA mandates.*

Sec. 1105 COMPENSATORY TIME OFF (CTO):

- A. *In lieu of the cash compensation for FLSA Overtime provided by Section 1104-D, and subject to both management approval and the limitations on use set forth below, persons employed in the classifications of Corrections Services Officer I, II, and III, Deputy Probation Officer, and Senior Deputy Probation Officer, who work FLSA Overtime may ~~choose to be paid at a rate of one and one-half ($1\frac{1}{2}$) times their regular hourly rate of pay, or may accrue the time as compensatory time off (CTO) at the rate of one and one-half ($1\frac{1}{2}$) hours for each hour worked in excess of their scheduled pay period~~ may elect to accrue CTO provided, however, that should an employee elect to accrue CTO, the employee shall accrue only CTO hours equal to the number of overtime hours actually worked. The half-time premium for overtime hours worked shall be paid in cash at the Regular Rate of Pay. For purposes of computing overtime, employees covered in Section 1106 shall be eligible for overtime pay after eighty -~~six (80)~~ (86) hours ~~of time actually~~ worked in a pay period.*
- B. Accumulated CTO may be taken off by an employee with prior approval of Probation Agency management. Whenever an employee is unable to use his/her CTO during the calendar year in which it was accrued, such CTO shall be carried over into the next calendar

year. An employee may accrue a maximum of eighty-eight (88) hours of CTO. All overtime worked, which, if accrued as CTO would exceed the eight-eight (88) hours shall be paid as per Section 1104 -D.

- C. Upon termination, an employee shall be paid the hourly equivalent of his/her salary for each hour of accrued CTO. The compensation resulting from this provision shall be based upon the *salary Regular Rate of Pay* in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized CTO.

Sec. 1106 7(k) EXEMPTION:

- A. The County re-affirms its election of the 7(k) partial overtime exemption for Probation Agency employees involved in law enforcement activities and represented by VCPPOA.
- B. The work period for the Probation Agency employees involved in law enforcement activities shall be a fourteen (14) day, three hundred, thirty-six (336) hour work period. ~~*Time worked shall include paid assigned holidays, paid court appearance, paid sick leave, and paid industrial leave.*~~ The County agrees to notify each employee and make a notation in their personnel record noting the starting time and day of such work period.
- C. ~~*Overtime shall be compensated as provided in Sec. 1103(G) except for the payment of those overtime hours which exceed FLSA "hours worked" in the fourteen (14) day work period. Hours worked in excess of eighty-six (86) FLSA hours shall be paid based upon the FLSA definitions of rate of pay and hours worked. Contractual overtime payment shall be credited towards FLSA minimum overtime where payments are appropriate.*~~

Sec 1107 ALTERNATIVE SCHEDULES: Should an employee be regularly scheduled to work a schedule other than the "normal" schedule specified in Section 1001, any regularly scheduled hours that would otherwise cause payment of Contractual Overtime Compensation as per Section 1104 shall instead be paid at the employee's straight hourly rate of pay with all other attendant incentives/premiums for which s/he might be eligible.

ARTICLE 11-B
OVERTIME

NOTE: *This "clean" version of the above changes is provided for ease of review)*

Effective July 6, 2014, or four (4) pay-periods after commencement of this MoA (whichever is later), the Provisions of Article 11-A shall become null, void, and be completely superseded by the provisions of this Article 11-B.

Sec. 1101 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). All payments required by the provisions of this MoA not required by the FLSA shall be counted/credited in determining if the County has, in total, satisfied/met any payments mandated by the FLSA. No provision of this Article should be construed as guarantee of hours of work per day/week/bi-week, nor of days of work per week/bi-week.

Sec. 1102 POLICY - LIMITATION ON OVERTIME: It is the County's policy to avoid the necessity of 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 Department/Agency Head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.

Sec. 1103 DEFINITIONS: For purposes of this Article only:

- A. A "Designated Work Period" (DWP) shall consist of either seven (7) consecutive days (one hundred, sixty eight [168] hours) or fourteen (14) consecutive days (three hundred, thirty-six [336] hours). Management reserves the right under FLSA to designate the work period for each employee.
- B. 1. For the Patrol Unit, "FLSA Overtime" is defined as hours actually worked by an employee in excess of forty (40) hours in a one hundred, sixty-eight (168) hour DWP.

2. For the Probation Unit, "FLSA Overtime" is defined as hours actually worked by an employee in excess of eighty-six (86) hours in a three-hundred, thirty-six hour DWP.
- C. 1. For the Patrol Unit, "Contractual Overtime" is defined as "time worked" or deemed, as per Section 1103-D, to be worked by an employee in excess of forty (40) hours in a one hundred, sixty-eight (168) hour DWP.
 2. For the Probation Unit, "Contractual Overtime" is defined as "time worked" or deemed, as per Section 1103-D, to be worked by an employee in excess of eighty (80) hours in a three hundred, thirty-six (336) hour DWP.
- D. Unless specifically provided by this Article, "Time Worked" for purposes of Contractual Overtime shall include actual time worked as is provided by the FLSA and also paid assigned holidays, paid witness service as provided by Section 2202, paid jury service as provided by Section 2203, paid sick leave as provided by Article 14, and paid industrial leave as provided by Article 15. "Time Worked" shall specifically exclude all other leaves.
 - E. "Regular Rate of Pay" shall be in strict accord with the provisions of the FLSA.
 - F. "Base Rate of Pay" shall mean the employee's hourly rate of pay excluding any premiums, incentives, add-ons or rollups.

Sec. 1104 OVERTIME COMPENSATION:

- A. For the Patrol Unit, Contractual Overtime shall be paid in cash at one and one-half ($1\frac{1}{2}$) the employee's Base Rate of Pay minus the percentage increase to that Base Rate of Pay due to the offset described in Section 409.
- B. For the Probation Unit, Contractual Overtime shall be paid in cash at one and one-half ($1\frac{1}{2}$) the employee's Base Rate of Pay minus the percentage increase to that Base Rate of Pay due to the offset described in Section 409.
- C. For the Patrol Unit, FLSA Overtime shall be paid in cash as per FLSA mandates.

- D. For the Probation Unit, except as provided in Section 1105, FLSA Overtime shall be paid in cash as per FLSA mandates.

Sec. 1105 COMPENSATORY TIME OFF (CTO):

- A. In lieu of the cash compensation for FLSA Overtime provided by Section 1104-D, and subject to both management approval and the limitations on use set forth below, persons employed in the classifications of Corrections Services Officer I, II, and III, Deputy Probation Officer, and Senior Deputy Probation Officer, who work FLSA Overtime may elect to accrue CTO provided, however, that should an employee elect to accrue CTO, the employee shall accrue only CTO hours equal to the number of overtime hours actually worked. The half-time premium for overtime hours worked shall be paid in cash at the Regular Rate of Pay. For purposes of computing overtime, employees covered in Section 1106 shall be eligible for overtime pay after eighty-six (86) hours actually worked in a pay period.
- B. Accumulated CTO may be taken off by an employee with prior approval of Probation Agency management. Whenever an employee is unable to use his/her CTO during the calendar year in which it was accrued, such CTO shall be carried over into the next calendar year. An employee may accrue a maximum of eighty-eight (88) hours of CTO. All overtime worked, which, if accrued as CTO would exceed the eight-eight (88) hours shall be paid as per Section 1104-D.
- C. Upon termination, an employee shall be paid the hourly equivalent of his/her salary for each hour of accrued CTO. The compensation resulting from this provision shall be based upon the Regular Rate of Pay in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized CTO.

Sec. 1106 7(k) EXEMPTION:

- A. The County re-affirms its election of the 7(k) partial overtime exemption for Probation Agency employees involved in law enforcement activities and represented by VCPPOA.

- B. The work period for the Probation Agency employees involved in law enforcement activities shall be a fourteen (14) day, three hundred, thirty-six (336) hour work period. The County agrees to notify each employee and make a notation in their personnel record noting the starting time and day of such work period.

Sec 1107 ALTERNATIVE SCHEDULES: Should an employee be regularly scheduled to work a schedule other than the "normal" schedule specified in Section 1001, any regularly scheduled hours that would otherwise cause payment of Contractual Overtime Compensation as per Section 1104 shall instead be paid at the employee's straight hourly rate of pay with all other attendant incentives/premiums for which s/he might be eligible.

ARTICLE 12 VACATIONS

Sec. 1201 VACATION USAGE:

In General: Each Department/Agency Head shall be responsible for scheduling the vacation periods of his employees in such a manner as to achieve the most efficient functioning of the Department/Agency and the County service. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation plan can be realized by each employee. The appointing authority shall determine when vacations will be taken.

Probation Facility Employees (only): The Appointing Authority 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 Agency and of the County service. The appointing authority shall determine whether or not a request for vacation leave will be granted.

~~*A. Twice each calendar year, employees in each organizational unit of the Probation Agency's "facilities" (the Juvenile Justice Complex [JJC] and Work Furlough—i.e. overnight housing) shall, by bargaining unit seniority, "bid" for time off. Such bids shall be designated in writing on a vacation leave roster sign-up form made available to each affected employee by the Agency, and must be received by*~~

~~organizational unit management between September 1 through September 10 and March 1 and March 10 of each year. It shall be the responsibility of the employee to ensure his/her bid is received by organizational unit management during the appropriate bid period. All bids must indicate the employee's choice for up to a three (3) consecutive designated workweek period as well as up to two (2) alternatives in order of preference. For purposes of this Section only, "unit seniority" shall mean continuous, uninterrupted service in classifications within the Probation bargaining unit, and "Organizational Unit" shall mean any of the established operational/functional units within the Probation Agency's two (2) custodial facilities.~~

~~B. Tentative vacation schedules indicating the assigned/ granted vacation shall be posted by October 1 and April 1 of each year. Management shall assure that appropriate staffing levels are maintained if multiple bids are received for the same period. It is further recognized that management shall make a reasonable effort to assure that vacations are granted at the time and for the duration requested; however, nothing in this Section should be construed as an absolute guarantee that such vacation shall occur in the event operational considerations and/or unforeseen emergencies preclude the granting of such request. If there is a dispute over the appropriateness of any assignment, said dispute must be made known to management by October 10 or April 10, (as appropriate). It is the intent of all parties that each unit's final vacation schedule for the next period be posted by November 1 or May 1 (as appropriate).~~

~~C. In case of late bids, preference will be given to requests in order of submission provided, however, such preference shall be based upon availability and shall not be granted if a request conflicts with timely bids made in accord with subparagraph (A) above.~~

- A. Each Corrections Services Officer (CSO) assigned to the Juvenile Facilities or Work Furlough shall select vacation days off by bargaining unit seniority within their organizational unit. A list of all affected employees in order of bargaining unit seniority shall be published for each

organizational unit. Next to each affected employee's name shall be an "appointment" that sets forth the date and 2-hour window for that employee to select his or her vacation days off for the ensuing year. The seniority list with accompanying "appointments" shall be posted on or about the first Tuesday following the Labor Day holiday.

- B. Beginning on or about the first Monday following the Labor Day holiday appointments shall be set for each organizational unit at 0700, 0900, 1100, 1300, 1500 and 1700 hours each day until all affected employees in each organizational unit have had the opportunity to bid for vacation days off. It is each affected employee's obligation to select his or her vacation days off during that employee's designated "appointment". An employee who fails to select days off for whatever reason during his or her designated "appointment" may select vacation days off at any time after his or her designated "appointment" but the employee's bid can only be from among those shifts available at the time the employee is bidding and they shall not operate to "bump" any employees' prior bids. Selection of days off can occur in any manner (in person, by proxy, via telephone, etc.), but it is the responsibility of each affected employee to ensure that his or her selected days off are both entered on the master calendar and submitted to the facility master scheduler.*
- C. A master calendar shall be placed in an area available to all affected staff. The master calendar shall designate the number of vacation shifts available to be bid each day during a one-year period of November 1st through October 31st of the following year.*
- D. Each affected employee shall be permitted to bid for two blocks of vacation leave – one block of up to 21 consecutive calendar days, one block of up to 14 consecutive calendar days. If both blocks are bid, they can be requested in any order but one of the vacation blocks must begin between November 1st and April 30th and the remaining block must begin on or after May 1st. No vacation days off may be bid after October 31st.*

- E. Each affected employee decides whether to use the 21-day and 14-day block in the first or second half of the year, respectively; provided, however, the employee can only bid for one block per half-year (the first half-year is between November 1st and April 30th; the second half-year is between May 1st and October 31st.)*
- F. Affected employees can bid for as many vacation days off during any single block (of either 21 or 14 consecutive days in duration). The vacation days off need not be consecutive; provided, however, the period of time during which the employee bids for days off cannot exceed 21 or 14 consecutive days, respectively, between the first and last day bid.*
- G. If, after having been assigned/granted time off for vacation, an employee transfers or is reassigned to another unit, that employee shall retain the same vacation time off. If, however, use of the previously assigned/granted period(s) would unduly disrupt the orderly operation of the new unit, the employee shall be granted his/her choice of available dates for vacation time off.
- H. In addition to the vacation assigned/granted pursuant to the above provisions, employees may be allowed additional vacation time off, subject to operational needs as determined by management and prior accrual of a sufficient number of annual leave hours, upon timely request to unit management.
- I. The provisions set forth in this Section shall not be deemed to have placed any limitations on any right of the County or Management pursuant to Article 28.

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 his latest period of County employment.

A. Vacation credits are earned as follows:

<u>SERVICE</u>	<u>COMPLETED PER HOUR</u>	<u>YEARS OF VACATION CREDIT EARNED APPROXIMATE DAYS</u>
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- Less than 10,400 hours	.05386 hours	14 days/year
- 10,400 hours but less than 22,880	.07313 hours	19 days/year
- 22,880 hours	.07688 hours	20 days/year
- 24,960 hours	.08075 hours	21 days/year
- 27,040 hours	.08463 hours	22 days/year
- 29,120 hours	.08850 hours	23 days/year
- 31,200 hours	.09225 hours	24 days/year

B. Vacation Credit Accumulation - Vacation credit shall not be accumulated beyond four hundred (400) hours.

For employees with ten (10) or more years continuous County service, vacation credit shall not be accumulated beyond four hundred and forty (440) hours.

Sec. 1203 VACATION REDEMPTION: After 20,800 hours of continuous County service, and upon using eighty (80) hours of vacation during the past twelve (12) months, once per fiscal year an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of vacation accrual at the current hourly base salary rate. ***For employees hired after commencement of this MoA, such a request may be made only once every twelve (12) months.***

Sec. 1204 VACATION PAYOFF ON RETIREMENT OR TERMINATION: Upon termination, an employee shall be paid the hourly equivalent of his/her base salary for each hour of earned vacation based on the base salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized "CTO."

Sec. 1205 VACATION BENEFITS FOR LESS THAN FULL TIME EMPLOYEES: Regular less than full time employees shall be eligible for vacation benefits and such benefits shall accrue on a pro rata basis. Usage and maximum accruals of said benefits shall be governed by the same rules and regulations applicable to regular, full-time employees.

Sec. 1206 RATE OF PAY WHILE ON VACATION: While on vacation, employees shall be compensated at the same salary rate they would have received if they had been on the job.

ARTICLE 13 HOLIDAYS

Sec. 1301 HOLIDAY POLICY: Paid holidays shall be authorized only for regular full-time, regular less than full time, and provisional employees. To be entitled to pay for such paid holidays, an employee must be entitled to compensation for his 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 feast, thanksgiving or holiday, when specifically authorized by the Board of Supervisors.

If a paid assigned holiday falls on a Saturday, the proceeding 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 one day of floating holiday leave equal to their daily schedule. 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 value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above.

The purpose of granting annual floating holiday leave hours is to provide employees with an additional day off with pay. Therefore, an

employee's annual floating holiday leave hours shall be utilized in their entirety to cover a single day's absence. In no instance will an employee be allowed to split his annual allowance of floating holiday leave hours over multiple days.

B. Regular less than full time employees shall be granted the leave provided under (A) above on a pro rata basis.

C. *It is the intent of the parties that to honor those who have served in the armed forces of the United States, effective November 11, 2014, the County's offices/operations will generally be closed (subject to customary and/or exigent circumstances requiring some to remain open) and that day be designated as a paid, assigned holiday. Both parties recognize that for such closure and designation to occur, it is necessary that agreement to do so must first be reached within the context of ongoing and/or immediately upcoming collective bargaining with the other employee organizations recognized by the County to represent its employees. The County agrees to pursue this issue with those other organizations within the con-text of collective bargaining so as to cause this observance and designation to occur on November 11, 2014, provided, however, both parties recognize and agree that should agreement with all other organizations not be timely reached, then the effective date of implementation will be the first Veterans Day following agreement by all.*

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 alternative~~ schedule~~S~~, 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 less than full time employees shall be pro-rated based upon the total number of hours regularly worked (for instance, a twenty (20) hour/week employee who works ten (10) or twelve (12) hour days would receive five (5) hours; and one who works an 8 hour day would receive 4, etc.) .

Sec. 1304 WORK ON HOLIDAYS: Regular full-time and regular less than full time employees eligible for overtime who are required to work on a paid

assigned holiday shall be paid at one and one-half (1.5) **times** their regular rate of pay for hours actually worked, in addition to receiving straight time payment for said holiday. Such straight time pay shall not exceed the number of hours usually scheduled on that day, and shall in no case exceed twelve (12) hours.

Any such employee whose regularly scheduled day off falls on a paid assigned holiday shall be credited with vacation leave hours equivalent to the employees standard daily work schedule, but credit shall in no case exceed twelve (12) hours.

Sec. 1305 LESS THAN FULL TIME EMPLOYEES DEFINED: For purposes of holiday leave, regular less than full time employees are those whose regular work schedules consist of less than sixty four hours (64 hour) per biweekly pay period.

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:

- A. An employee with a sick leave accrual in excess of eight hundred (800) hours as of July 11, 1976, shall have the option of either: (a) designating his July 11, 1976, accrual total as his new individual sick leave accrual limit; or (b) electing eight hundred (800) hours as his maximum accrual limit and receiving payments of twenty-five percent (25%) of said employee's hourly rate for all hours in excess of eight hundred (800) hours.
- B. An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual payment for all excess hours at the rate of twenty-five percent (25%) of his/her rate of pay.

Sec. 1403 ADVANCED SICK LEAVE CREDIT: New regular, full-time employees shall receive an advanced sick leave credit of 40.04 hours as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of 1,040 compensable hours 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 the employee.
- B. Absence for medical and dental office appointments that cannot be scheduled for the employee's day off when authorized by the agency or department head.
- C. Maternity leave as provided in this Agreement.
- D. Unless authorized by the Director-Human Resources, a maximum of 40 hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of illness or injury of members of his immediate family. For the purposes of this Section, "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law of an employee and/or the "step" relation equivalent of the foregoing categories.

~~*If otherwise eligible, and if employed in a bargaining unit which elects, as per Section 705, to participate in the SDI program, sick leave may be used in conjunction with SDI benefits in order to receive an amount approximately equal to the biweekly rate of pay the employee would have otherwise received had he worked his normal schedule.*~~

E Sick leave may be utilized by such employee to continue pay where the illness or injury is industrial after such determination has been made in conformance with section with Section 4850 of the California Labor code and/or appropriate action has been taken by the Ventura County Retirement Board.

- F. 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.

- Sec. 1405 DEPARTMENTAL/AGENCY RESPONSIBILITY FOR ADMINISTRATION: Each ~~Agency~~Department/~~Agency~~ Head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Any person absent from work on sick leave shall notify his department or agency head on the first day of such leave and as often thereafter as directed by his 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.
- Sec. 1406 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his absence on any day after the five (5) days unless and until he presents to his appointing authority a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of his 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 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 payment of 100% of all unused sick leave upon occurrence of the following:
- A. All employees with 20,800 hours or more of continuous County service shall upon retirement or termination, except discharge for cause, receive a payment of 100% of their unused sick leave balance. *Such tenured employees otherwise separating from positions covered by this MoA shall be given a one-time option to receive, in increments of ten (10) hours, cash payment of up to 100% of their previously accrued, but unused, sick leave provided, however, should an employee be immediately employed in another County*

classification covered by another MoA or Resolution that provides the new classification with Sick Leave, s/he shall leave in his/her bank at least the number of hours extended to any new hire under that other MoA or Resolution.

- B. The amount of all payment prescribed by this Section shall be computed on the basis of the hourly rate in effect on the last day worked.

Sec. 1409 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable as if the employee would have worked his assigned shift on that given day ***according to the provisions of this Agreement.***

Sec. 1410 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave shall not be used to continue the pay of any employee after it has been determined by the County's Employee Health Services Physician that such employee is permanently incapacitated for a return to 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. ***This provision shall not deprive any employee of any rights under State and/or Federal Law.***

Sec. 1412 SICK LEAVE BENEFITS FOR LESS THAN FULL TIME EMPLOYEES: Regular less than full time employees shall receive sick leave benefits on a pro rata basis. Usage and maximum accruals of the sick leave benefits shall be governed by this Agreement.

Sec. 1413 ***JOINT LABOR MANAGEMENT MEETING: ~~The parties have agreed to establish a Joint Labor Management Committee (JLMC) to discuss the issues related to converting VCPPOA to Annual Leave in lieu of Vacation and Sick Leave. This JLMC will include representatives from VCPPOA, County Executive Office, and the affected~~***

~~*Departments/Agencies. No changes will be made without written agreement of the parties.*~~

ARTICLE 15 - A
INDUSTRIAL LEAVE – PARK SERVICES RANGER CLASSIFICATIONS

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 the first twenty-four (24) working hours of such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by the Chief Deputy Executive Officer.

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

- A. The accident or illness was not due to the employee's negligence; and
- B. 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 duties during a rehabilitation period.

If the above conditions are met, such individual shall be paid for 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 full regular 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 salary.

- Sec. 1504 USE OF OTHER LEAVE: If the request for paid industrial leave is denied, the employee may elect to use accumulated 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 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 accumulated sick leave or accumulated vacation so as when added to his temporary disability indemnity, it will result in payment to him of his full salary.
- Sec. 1506 EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY: An employee who has exhausted his industrial leave with pay as provided in Section 1502 of these Articles 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 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 officer or employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same vacation credit he would have normally accrued had he 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 would have normally accrued had he 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 salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.

ARTICLE 15 - B INDUSTRIAL LEAVE –ALL UNIT EMPLOYEES OTHER THAN PARK SERVICES RANGERS CLASSIFICATIONS

The applicable provisions of the Labor Code (i.e. Section 4850) of the State of California shall govern compensation for absence caused by a work related injury to those employed in classes other than Park Services Ranger Classifications.

ARTICLE 16 LEAVES OF ABSENCE

Sec. 1601 LEAVES OF ABSENCE - GENERAL POLICY: Leave 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 after providing any necessary medical release.

- 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 immediate family. When travel to distant locations or other circumstances requires absence in excess of three working days, the appointing authority may allow the use of accrued vacation, or up to two 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, step-child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-parent of an employee.
- 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 six (6) months after the expected date of placement of the adopted child.
- B. Sufficient documentation of adoption is submitted with the request for leave.
- C. All accrued vacation time has been applied toward the absence.

Employees taking Parenthood Leave shall not be eligible for the continuation of health insurance contribution as provided in Section 702.

ARTICLE 17 LESS THAN FULL TIME EMPLOYEES

Benefits for employees designated as regular, less than full time who regularly work less than sixty four (64) hours per biweekly pay period and who work less than one thousand, six hundred and sixty-four (1664) hours per calendar year shall be limited to those specifically provided in this Memorandum. 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 less than full time schedule.

ARTICLE 18 PROBATIONARY PERIOD

Sec. 1801 LENGTH OF PROBATIONARY PERIOD:

- A. For all classifications, with the exception of those specified in 1801-B, the probationary period is 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 less than full time employee shall equal the same number of hours (1,040) that have to be served by a full-time employee.
- B. For the classifications of Corrections Services Officer I and Deputy Probation Officer, the probationary period is 2,080 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 less than full time employee shall equal the same number of hours (2,080) that have to be served by a full-time employee.

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

- A. Newly hired employees.
- B. Employees who are promoted.
- C. Persons appointed from reemployment or classification reinstatement eligible lists. However, persons re-employed following layoff or reinstated to a formerly held classification following a reduction in force who are so re-employed or reinstated within ~~ninety (90) calendar days~~ **one (1) year** of such layoff or demotion and who are re-employed or reinstated within the agency/department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.
- D. Persons appointed from County service reinstatement eligible lists.

Prior service as extra help shall not be considered part of the probationary period. Prior service in a Manpower training/work program shall be considered part of the probationary period only if such service was performed within the same classification and within the same department/agency in which such employee is employed.

Sec. 1803 EXTENSION OF PROBATIONARY PERIOD: Employees serving a probationary period may request and the Department/Agency Head on his own initiative may authorize an extension of the probationary period of an additional ~~eighty (80)~~ **one-thousand and forty (1,040)** hours of compensable service in 80 hour increments where insufficient training, marginal performance and other related factors warrant such extension. This authorization, **and the reasons therefore**, shall be in writing. The Department/Agency Head shall give ~~two (2) weeks~~ **no less than fourteen (14) calendar day** notice to the Director-Human Resources, **and** the employee of any extension and the reasons therefore. **VCPPOA shall be given the same fourteen (14) calendar day notice of extension (only).**

Where the County is considering the extension of an employee's probationary period, such employee shall be informed of his right to representation at a meeting to discuss the extension of the probation period. Upon the request of the employee, the County shall consult on such extension with the employee and VCPPOA provided, however, the decision of the Probation Agency to extend the probationary period of any Corrections Services Officer (CSO) or any Deputy Probation Officer (DPO) shall be neither grievable/appealable nor arbitrable under either Article 30 or 31 of this Agreement.

Sec. 1804 PROBATIONARY PERIOD REVIEW: ***No later than fourteen (14) calendar days*** 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 reviews*** for probationary employees shall be submitted to the Director-Human Resources three (3) months from the date of appointment and at least ~~ten (10)~~ ***fourteen (14) calendar*** 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.

For those classifications which have a probationary period of a full year, the first mandatory evaluation shall be due at six (6) months, the final at least fourteen (14) days prior to the end of the probationary period. Evaluations may also be conducted at Management's discretion at three (3) and nine (9) months.

Sec. 1805 RETURN TO PREVIOUS POSITION:

Patrol Unit:

A promoted employee who is dismissed during his probationary period, except if the cause warrants action to dismiss him from the County Service, shall return to the position in which he held permanent status, if vacant, or any other vacant position in his former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in his permanent personnel file. Upon a return to his former position in the same agency or department, the employee shall not serve a new probationary period. In the absence of such vacancy in the agency or

department in which he held permanent status, the dismissed probationary employee may either:

- A. Accept a position in the same class in another department or agency if a vacancy exists, and serve another probationary period; or
- B. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he held permanent status, with the right to be restored to his original classification when the first vacancy occurs. He need not serve a new probationary period if he accepts a voluntary demotion.
- 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.

Probation Unit:

An employee promoted from a Probation Unit classification to another, higher-level Probation Unit classification who is dismissed from the higher-level classification during his/her probationary period shall, except if the cause warrants action to dismiss him from the County Service, return to a position in the lower-level, probation unit classification in which s/he held permanent (non-probationary) status. ~~The employee so dismissed may write a letter for inclusion in his/her permanent personnel file.~~ Upon return to his/her former classification the employee shall not serve a new probationary period. *The employee so dismissed may write a letter for inclusion in his/her permanent personnel file.*

ARTICLE 19
PERFORMANCE REVIEWS

Sec. 1901 ADMINISTRATION OF *EVALUATION PROGRAM PERFORMANCE REVIEWS*: Performance ~~appraisal reports reviews~~ shall be prepared, discussed with each employee, and submitted to the Director-Human Resources no later than fourteen (14) days prior to the employee's anniversary date. One copy of each fully completed and signed report shall be given to the employee.

Sec. 1902 NATURE OF PERFORMANCE EVALUATIONS: Performance ***evaluations reviews*** shall be used to objectively evaluate the performance of the employee during the last performance ***evaluation review*** period. Performance ***evaluations reviews*** shall also be utilized to establish employment goals for the next performance ***evaluation review*** period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance ***evaluation review*** form for the employee to sign, signifying that he 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 performance review*** 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. ***The employee shall have thirty (30) days after receipt of the review to provide comments/rebuttal to statements made or lacking in the review provided, however, that as long as the review is timely (as per Section 1901) provided to the employee, then this thirty (30) day period shall not in any way impact the granting or withholding of any related merit increase.***

Sec. 1903 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance ***appraisal-reports reviews*** shall be confidential and shall be made available as required to the employee, appointing authority, Director-Human Resources, and the Civil Service Commission. The employee may designate in writing that his representative may inspect such ***evaluations reviews***.

ARTICLE 20 PERFORMANCE PROBLEMS

Sec. 2001 COUNSELING: In the event an employee's performance is unsatisfactory or needs improvement, informal counseling shall be provided by the employee's first-level supervisor. A copy of any documentation confirming such counseling shall be given to the employee within twenty-one (21) calendar days from the date of the counseling session. Any documentation of informal counseling shall only be inserted in the employee's Department/Agency personnel file and such documentation of informal counseling shall not be referenced in any subsequent performance evaluation. A copy of such documentation shall remain in the employee Department/Agency file for up to one (1) year at which point it will be destroyed.

Sec. 2002 WRITTEN REPRIMANDS: For disciplinary reasons, or if following the *informal* counseling referenced in 2001 an employee's *job-related* performance does not improve, *or continued infractions/violations of the same written County/Department/Agency policies, procedures, rules or regulations occur*, a written ~~report~~ *reprimand* shall be prepared by the supervisor, including specific suggestions for corrective action, if appropriate. A copy shall be given to the employee and a copy filed in his/*her* personnel file provided that such letters of written reprimand shall not be referenced in any performance evaluation. If no additional related discipline is imposed in the next two (2) years, then *upon the* ~~request reprimand of the employee, each report~~ shall be removed from the employee's file *and destroyed*. The County agrees that such ~~reports~~ *written reprimands* shall not be submitted, nor should any reference be made to such reports by the County, in Civil Service hearings and/or arbitrations arising from appeals or grievances after the two (2) year period provided for under this Section.

Sec 2003 RELATIONSHIP TO ANNUAL EVALUATIONS: Notwithstanding the provisions of Sections 2001 and 2002 above, nothing precludes management from citing and/or evaluating, in the employee's annual performance evaluation, the events or behavior which resulted in the documentation of informal counseling or written reprimand. If, in management's opinion, the employee's performance or behavior which led to the documentation of informal counseling or written reprimand has improved, such improvement should be noted in the employee's subsequent annual performance evaluation.

Sec. 2004 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 ACKNOWLEDGEMENT OF MATERIAL PLACED IN PERSONNEL FILE: No material relating to performance *appraisal*, salary action, ~~or~~ disciplinary action *or comments adverse to a VCPPOA represented employee's interest* shall be placed in the personnel file of an employee without the employee first being given an opportunity to read

such material. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that, although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it.

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 personnel file, or he may designate in writing his VCPPOA representative to inspect the file. ***The employee shall also be entitled to copy, at his own expense, at the standard rates charged by the County to the general public, those items in his personnel file which he has a right to inspect.***

ARTICLE 22 ADDITIONAL EMPLOYEE BENEFITS

Sec. 2201 DEFERRED COMPENSATION: As provided below, employees covered under the provisions of this Agreement may participate in the County's Deferred Compensation Program, subject to the applicable rules and regulations of the plans.

- A. Employees scheduled to work at least forty (40) hours per biweekly pay-period may participate in the County's Deferred Compensation Program 457 Plan.
- B. Employees scheduled to work at least forty (40) hours per biweekly pay-period may participate in the County's 401(k) plan. Participating employees must contribute at least one percent (1%) of compensation and can contribute up to the annual maximum elective 401(k) deferral allowed by the Internal Revenue Code (IRC). The County shall match up to two and one half percent (2.5%) of the employee's contribution in accord with the following formula:

<u>Employee Contribution</u>	<u>County Match</u>
1%	1%
2.0%	2.0%

Effective the first day of the pay period after the Board of Supervisors approves this agreement:

3.0%

2.5%

For purposes of this sub-section, "compensation" shall equal the product of the base, hourly wage rate of the employee multiplied by the number of hours paid to the employee during the bi-week provided, however, for purposes of this computation, the maximum number of hours to be used as a factor is eighty (80). In no case shall the County be required to "match" any "contribution" by the employee once the annual IRC maximum has been reached.

C. The parties expressly agree that any County contribution (in the form of a "matching contribution" or otherwise) shall not be considered part of "compensation earnable" under the County Employees' Retirement Law of 1937, including Government Code Section 31461, even though the base biweekly salary out of which the employee contribution is made is part of "compensation earnable", and that no County contribution shall be included in "compensation earnable" for purposes of the employee's retirement benefits. The fact that this Section addresses the issue of "compensation earnable" but other Sections of this Agreement do not, shall not be construed to mean that the parties agree or disagree that other benefits provided for in other Sections of the Agreement are properly included in or excluded from "compensation earnable."

D. The parties have agreed in principle to have deferred compensation matching funds apply to both 401(k) and 457 plans. A Joint Labor Management Committee shall be established to including representatives from VCPPOA, County Executive Office, and the affected Departments/Agencies, to determine whether there exists a reasonable manner to implement this agreement. No changes will be made without written agreement of the parties.

Sec. 2202 SERVING AS WITNESS: No deductions shall be made from the salary of a regular employee for an absence from work when subpoenaed to appear in court as a witness, other than as a litigant.

Sec. 2203 JURY SERVICE: No deductions shall be made from the 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 policy

specifically applicable to employees of the Probation Agency is appendix 2 of this agreement.

- Sec. 2204 PARKING SPACE: The County shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.
- Sec. 2205 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 of Supervisors.
- Sec. 2206 EMT CERTIFICATION: The County agrees to provide Emergency Medical Technician (EMT) training to employees in specified classifications in the Patrol Officer's Unit if the County determines that EMT certification is necessary for the employee(s) in that classification(s) to perform his assigned duties. Nothing in this Section should be construed to mean that the County is obligated to require such certification, and the County retains the right to determine the procedures under which such training, if required, will be conducted. In addition, any benefits which may be granted under this Section are limited to only those employees employed in classifications in the Patrol Officer's Unit at the time of the County's determination, if any, that such training is required.

ARTICLE 23 TRANSFERS

- Sec. 2301 DEFINITION: A transfer is a voluntary change, initiated by request of the employee, from one department or agency to another in the same or similar classification, ~~or a change from one class to a similar class within a County department or agency~~. A reassignment is an involuntary change, from one department/agency to another, from one unit/division within a department/agency to another, or from one class to a similar class within a department/agency, initiated by management.
- Sec. 2302 MINIMUM QUALIFICATIONS: A person must meet the minimum qualifications of the classification to which he is to be transferred. Employees who have not completed their probationary period shall not be eligible for transfer.
- Sec. 2303 RATE OF PAY AND MERIT INCREASE HOURS NEEDED ON TRANSFER AND/OR REASSIGNMENT: If the transfer and/or

reassignment occurs within the County Service, there shall be no change in rate of pay and merit increase hours needed will not be reset. Any regular employee may be transferred and/or reassigned from one position to another in either the same classification or to one which has the same pay range. An employee so transferred shall not have his merit increase hours needed reset.

Sec. 2304 PROBATIONARY PERIOD ON TRANSFER: If transfer and/or reassignment occurs within the County Service, the employee shall not be required to serve another probationary period.

Sec. 2305 APPROVAL OF TRANSFER: All transfers must have the written approval of the appointing authorities concerned and the Director-Human Resources.

Sec. 2306 TRANSFER TO ANOTHER DEPARTMENT/ AGENCY: Any employee wanting to transfer to another Department/ Agency shall submit a request in writing to the Director-Human Resources indicating his desire to transfer, his present classification, and any other special consideration or limitation regarding a possible transfer.

Sec. 2307 CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER: Whenever the Director-Human Resources receives a request for certification of eligibles to an appointing authority, all persons who, within one (1) year from the date of the certification request, have requested a transfer 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. 2308 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 year.

Sec. 2309 DURATION OF TRANSFER REQUEST: 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 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 has been notified of his eligibility for consideration.

ARTICLE 24 REDUCTIONS IN FORCE

Sec. 2401 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 twenty-six (26) pay periods.
- D. Employees shall be laid off in the following order:
 - 1. Extra help employees
 - 2. Intermittent employees
 - 3. Provisional employees

4. Fixed term (only those positions filled with Regular and Probationary employees)
5. Temporarily promoted employees
6. Probationary employees
7. Employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have received a disciplinary suspension of more than five (5) days, demotion or reduction in pay monetarily equal to, or greater than, a five (5) day suspension. 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
8. Regular employees.

Sec. 2402 SENIORITY:

Patrol Unit: 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 or regular less than full 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 ***except as otherwise mandated by law.***

Probation Unit: Seniority shall be determined by each employee's continuous unit service. All uninterrupted employment in classifications within the Probation Unit, including all compensated hours exclusive of overtime as a provisional, probationary, fixed-term, regular or regular less than full time employee, shall be counted as continuous unit service seniority. A separation from the unit service shall be the only cause for interrupting employment with the unit. 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 ***except as otherwise mandated by law.***

Sec. 2403 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. 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. For purposes of this section, all regular part-time employment shall be pro-rated to reflect actual time worked. Overtime hours worked shall not be included in the calculation of continuous service.

Sec. 2404 TRANSFER IN LIEU OF DEMOTION: A regular 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 this Agreement 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. 2405 DEMOTION IN LIEU OF LAYOFF: If there are no vacant positions to which a regular employee who is to be laid off can transfer and/or demote and transfer, then such regular employee shall have the right to demote to any class within his 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 agreement which is controlling for the classification.

Sec. 2406 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 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 re-employed, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 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. 2407 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 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 (2) 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 716 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. 2408 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 re-employed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Section 1408 of this Agreement.
- B. Seniority - For laid off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated and all time spent on layoff shall be treated as an authorized leave of absence without pay.
- C. Salary - Laid off employees who are re-employed, or demoted employees who are reinstated to the classification demoted from, shall receive pay equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the pay range of the classification, whichever is less, upon reemployment or classification reinstatement.
- D. Vacation Accrual Rates - Laid off employees who are re-employed shall have the vacation accrual rate they held immediately prior to layoff restored.
- E. Merit Increase Hours Needed - An employee who is re-employed while in layoff status shall retain the merit increase 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. ***Educational Incentive – Upon re-employment, any employee who had been receiving educational incentive as per Section 807 at the time of layoff shall, upon reinstatement, be eligible to receive that same type/level of educational incentive received at time of layoff.***
- H. Grievability - Persons disputing the application or interpretation of layoff, reemployment and/or classification reinstatement policies shall use the grievance procedure to resolve their dispute and shall not have

any such allegation considered under any other County administrative procedure.

Sec. 2409 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 25 PRODUCTIVITY

For the duration of this Agreement, VCPPOA and 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, economical County government.

ARTICLE 26 NO STRIKE/NO LOCKOUT

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

ARTICLE 27 NON-DISCRIMINATION

NON DISCRIMINATION/AFFIRMATIVE ACTION: The provisions of this Agreement 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 Affirmative Action Plan will be fully supported by VCPPOA.

ARTICLE 28 COUNTY RIGHTS

It is the exclusive right of the County 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 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 which established the Civil Service System.

ARTICLE 29 VCPPOA RIGHTS

Sec. 2901 ASSOCIATION BUSINESS AND PAID WORK TIME:

The County agrees to authorize a total of three hundred and ninety-two (392) hours per calendar year to be administered by the President of VCPPOA for use by the President and others s/he may deem appropriate to pursue Association business, including attendance at VCPPOA Board meetings and/or VCPPOA-approved training. At least five (5) days prior to desired usage, VCPPOA shall notify both the appropriate Department/ Agency Head and the Auditor-Controller payroll division as to which employee(s) is(are) to receive what amount of the available hours. If VCPPOA fails to give such notice, the Department/ Agency Head may decline to release the designated employee. VCPPOA agrees not to move its monthly Board meetings from an evening schedule.

Officers, board members, and other representatives of the Association will conduct all Association business, except for time spent in negotiations, grievance resolution, at Joint Labor Management Committee meetings, attending the VCPPOA monthly board meetings and testifying before the Civil Service Commission or an arbitration hearing, on their own time by utilizing vacation time, leave without pay or association time above.

The Appointing Authority(ies) shall not unreasonably withhold approval of use of any of the hours set forth in this section and shall not withhold approval for attendance at Board meetings for any reason.

In addition to the foregoing, should the parties become involved in an actual hearing before an arbitrator as provided in either Article 30 or 31 of this Agreement, the VCPPOA President and/or his/her direct designee

shall be allowed to attend said hearing on County time provided, however, at least five (5) days prior to desired usage, the VCPPOA President shall notify both the appropriate Department/ Agency Head and the Auditor-Controller payroll division as to the need to use such paid time.

- Sec. 2902 SHOP STEWARDS: VCPPOA may designate a steward at each worksite as appropriate to represent unit employees. VCPPOA shall submit to the County a list of stewards within thirty (30) days following the signing of this Agreement. The list is to be updated on a semi-annual basis.

When requested by a unit employee, a steward may represent the aggrieved unit employee under the Grievance Procedure, and the County shall grant the steward a reasonable amount of time for this purpose.

- Sec. 2903 NEGOTIATING COMMITTEE: The committee authorized by VCPPOA to consult, meet and confer, or negotiate collectively shall consist of not more than six (6) employees who are compensated for hours spent in negotiations. The six (6) member committee shall consist of the Association President, at least one (1) CSO, one DPO or Sr. DPO, and one member of the Patrol Unit. 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. 2904 EMPLOYEE LISTS: The County shall furnish VCPPOA on a biweekly basis a listing of new employees hired and employees who have separated from classes within VCPPOA bargaining units.

- Sec. 2905 ASSOCIATION SPONSORED DEDUCTIONS: In the event VCPPOA wishes to utilize a new payroll deduction code for an association-sponsored activity, VCPPOA 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, VCPPOA shall pay in advance to the County Auditor-Controller the sum of nine hundred fifty dollars (\$950) for activating the code. Existing codes and changes shall be processed without cost to the Association.

The County and VCPPOA 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 VCPPOA-sponsored deductions codes.

Sec. 2906 INTERDEPARTMENTAL MESSENGER SERVICE (BROWN MAIL): The County's interdepartmental messenger service (brown mail) may be used for individual business-oriented communication between employees who are represented by VCPPOA and between the paid staff or officials of VCPPOA and such employees, provided that:

- A. Paid staff of VCPPOA shall pick up and deliver all messages being communicated outside the County's normal distribution route.
- B. All mass communications intended for broad departmental distribution shall be approved in advance by the County Executive Officer or his designated representative.

Sec. 2907 MEETING SPACE: Upon written request of VCPPOA, the County may provide meeting space outside working hours, provided such place is available and VCPPOA complies with all departmental rules and policies of the Board of Supervisors.

Request for use of facilities will be made in advance to the **Department/Agency Head** and will indicate the date, time, and general purpose of the meeting and facilities needed.

Sec. 2908 BULLETIN BOARDS: The County will designate a bulletin board or a portion of an existing bulletin board in each department/agency for the exclusive use of VCPPOA. A copy of all material to be displayed upon the bulletin board shall be provided to the Department/Agency Head or his designated representatives. **Information posted on the bulletin boards shall conform to the applicable decorum policies.** If the Department/Agency Head objects to the contents of such material, he shall immediately notify VCPPOA 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 VCPPOA and the Department/Agency Head, the matter shall be immediately referred to the Director-Human Resources for resolution. If either party objects to the Director-Human Resources' decision, he has the alternative of filing an unfair labor practice charge before the Civil Service Commission. VCPPOA is responsible for posting material upon the designated bulletin

board and for neat and orderly maintenance thereof. Such material shall be signed and dated by a steward, officer, or staff member of VCPPOA.

Sec. 2909 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 VCPPOA may participate in training or orientation sessions for employees in that department or agency. *VCPPOA shall be noticed of, and allowed to participate in, new employee orientation sessions conducted by County Human Resources at which VCPPOA-represented employees will be in attendance.*

Sec 2910 NOTIFICATION OF OFFICER-INVOLVED SHOOTING (OIS) OR CRITICAL INCIDENT (CI): *VCPPOA shall be immediately notified in the event of an OIS or other CI involving any VCPPOA-represented employee. VCPPOA shall be added to any Department/Agency written notification list.*

ARTICLE 30 GRIEVANCE PROCEDURE

Sec. 3001 (NEW and RE-ORDER OF SECTIONS AS NECESSARY) POLICY: *This grievance procedure is intended to create an orderly and fair method for processing grievances and resolving disputes. No employee utilizing the grievance procedure shall suffer from any form of retaliation, reprisal, punitive action for doing so, nor shall any employee be threatened with such action.*

Sec. 3001 DEFINITION: A grievance shall be defined as a *claim or* dispute by an employee, a group of employees, or VCPPOA concerning *a violation, misinterpretation, or inequitable the* application or interpretation of:

- A. The terms of this Agreement.
- B. The sections of the Personnel Rules and Regulations incorporated into this Agreement as set forth herein.
- C. Existing written policies *or Department/Agency past practice* 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. 3002 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 3001, 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.
- F. Any aspect of the plan and/or real or potential benefits described in Section 2201.
- G. Any decision by the Probation Agency to extend the probationary period (as per Section 1803) of any Correction Services Officer (CSO) or any Deputy Probation Officer (DPO).

Sec. 3003 PROCEDURE:

- A. Informal Discussion
 - 1. Within twenty-one (21) calendar days from the date of the action causing the complaint, ***or within twenty-one (21) calendar days from the discovery of the act or omission causing the complaint,*** the grievant shall discuss his complaint in a meeting on County time with his immediate supervisor. ***In the event VCPPOA is the grievant, all grievances shall proceed directly to the level of "Step 2" with the Department/Agency Head.*** In the case of a complaint of illegal discrimination, the employee has the option of discussing it with a member of the Department/

Agency ~~Affirmative Action Equal Opportunity~~ Committee or the Department/~~Agency-Affirmative Action Equal Employment Opportunity Coordinator or the County Equal Opportunity~~ Officer.

2. Within seven (7) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.

B. Formal Complaint - Step 1, Division Head

1. Within ~~seven (7)~~ **fourteen (14)** calendar days of receipt of the answer from the immediate supervisor (**if applicable**), an employee may appeal to his Division Head. 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:
 - a. Fully describe the grievance and how the employee was adversely affected;
 - b. Set forth the section(s) of the Agreement, Personnel Rules and Regulations, and/or written policies **or Department/Agency past practice** violated;
 - c. Indicate the date(s) of the incident(s) grieved;
 - d. Specify the remedy or solution to the grievance **sought by the employee.**
2. Within seven (7) calendar days from receipt of the grievance, the division head, or his authorized representative, shall meet with the employee. The employee may be accompanied by his designated representative at such a meeting. Within seven calendar days of the close of this meeting, the division head (or his/her authorized representative, shall respond to the grievance in writing.

C. Formal Complaint - Step 2, ~~Agency~~ Department/~~Agency~~ Head

1. Within seven (7) calendar days from his receipt of the decision at Step 2, the employee may appeal to the ~~agency~~

Department/Agency Head. The original copy of the grievance form, with the reasons in writing for his dissatisfaction with the answer given by the division head, shall be submitted.

2. Within ~~seven (7)~~ fourteen (14) calendar days after receiving the completed grievance form the Department/Agency ~~/department~~ Head or his designated representative shall meet with the employee and they shall thoroughly discuss the grievance. The Department/Agency Head shall give his written decision within ~~fifteen (15)~~ seven (7) calendar days after the discussion.
3. On matters that do not concern or involve the interpretation or application of the specific terms and provisions of this Agreement or past practice within the department/agency, the written decision of the agency/department head shall be final as to the disposition of matters within his authority.

Sec. 3004 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by VCPPOA by submitting a letter requesting that the grievance be submitted to arbitration to the Director-Human Resources within ten (10) calendar days after the Department/Agency Head renders a decision. Prior to submitting the matter to arbitration, the Director-Human Resources, or his designee, may meet with VCPPOA 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 approval. The CEO shall advise the parties of his 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, VCPPOA 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 VCPPOA and the Director-Human Resources or his designee.
- B. The Arbitrator shall be selected by mutual agreement. In the event mutual agreement cannot be reached on an arbitrator within fifteen (15) calendar days of the receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to list a panel of nine (9) individuals

from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list. In the event the parties are unable to select an arbitrator, they shall alternately strike names from the list with the last name being the arbitrator selected. The party striking the first name shall be determined by lot.

- C. Costs of the Arbitrator and Court Reporter, if any, shall be shared equally by the parties.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the Agreement 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 by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the County, VCPPOA, and the employee affected, subject to judicial review.
- E. If either the County or VCPPOA shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this Agreement, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he 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 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. 3005 MEDIATION: Prior to an arbitration hearing, VCPPOA 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 VCPPOA 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 a subsequent hearing.

- Sec. 3006 WAIVER AND LIMITS: Grievances may, by mutual agreement, be referred back for further consideration or discussion to prior steps or advance to a higher step in the grievance procedure. Time limits specified in the grievance procedure of this Agreement 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 into the next step of the grievance procedure. Likewise, should VCPPOA 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. 3007 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 appointing authority to process, prepare and resolve his grievance.
- Sec. 3008 GRIEVANCES AND RULE OR MEMORANDA CHANGES: Grievances shall be arbitrated on the basis of the Rules, Agreement, Memorandum, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.
- Sec. 3009 FULL DISCLOSURE: At that step of the grievance procedure described in Section 3003-C, and during any efforts to resolve the matter prior to submission to arbitration as per section 3004-A, the grieving employee and/or his authorized representative shall disclose to the County Representatives a full and detailed statement of both the facts and the provision(s) of the Agreement relied upon and specify the remedy sought.

ARTICLE 31 DISCIPLINARY ARBITRATION

- Sec. 3101 PURPOSE: To provide an equitable and uniform procedure for administration and arbitration of discipline. For acts or omissions occurring after January 1, 1993, the provisions of this Article supersede those of Article 21 of the Ventura County Personnel Rules and Regulations.
- Sec. 3102 WRITTEN ORDER FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL: The continuing employment of every regular employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, or demoted and

suspended for cause as specified in Section 3103 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 has the right to review the materials being used against him, and a statement advising the employee that he has a right to respond to the charges. A duplicate of that Notice must be filed with the Director-Human Resources and VCPPOA.
- B. Within seven (7) calendar days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority *or his/her designee* in said Notice of Proposed Disciplinary Action, the employee may respond to the proposed action. Such response may be presented orally or in writing. The employee has a right to have a VCPPOA representative if he so chooses.
- C. At the completion of the period provided in "B" above, the appointing authority shall review the employee's response, if any, and make a determination whether to cancel, amend, or sustain the proposed action. If the appointing authority decides to amend or sustain the proposed action, the employee will be served with a Notice of Disciplinary Action again setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based.

The Notice of Disciplinary Action shall also advise the employee that the action being taken is final, and apprise him of his right to request that VCPPOA submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that Notice must be filed with the Director-Human Resources and VCPPOA.

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. 3103 CAUSES FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL: In accordance with Section 1345.1.4.13.1 of the Ventura County Ordinance Code, causes for disciplinary action are as follows: fraud

in securing appointment, incompetence, inefficiency, inexcusable neglect of duty, physical or mental disability, insubordination, dishonesty, drunkenness 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 Section 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. 3104 DISCIPLINARY REDUCTION IN PAY: In accordance with the necessity for taking disciplinary action, the pay of a VCPPOA represented employee may be reduced by either two and one-half percent (2 1/2%) or five percent (5%) for a period of time not to exceed thirteen (13) pay periods for any one (1) offense.
- Sec. 3105 SUSPENSION WITHOUT PAY: Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no compensation shall be paid the suspended employee for the duration of his suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of vacation and sick leave accruals.
- Sec. 3106 DEMOTION: The employee may be demoted to a classification which has a lower pay range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to a point in the range of the position to which he has been demoted which is approximately five percent (5%) lower than the rate of pay he was receiving in the higher class. If the top step of the pay range of the position to which he has been demoted is more than five percent (5%) lower than the rate of pay he was receiving in the higher class, the employee shall receive the top step of the pay range of the position to which he has been demoted. An employee so demoted not have his merit increase hours needed reset ***nor shall s/he serve another probationary period unless required by law.***
- Sec. 3107 DISCIPLINARY ACTION IMPOSED DURING PROBATIONARY PERIOD: The appointing authority may dismiss, demote, suspend, demote and suspend, reduce or impose any other disciplinary action on any

probationary employee during the probationary period. Neither a probationary employee nor VCPPOA may request arbitration of any disciplinary action taken against an employee during his probationary period.

A promoted employee who is dismissed during his probationary period shall return to the position in which he held permanent status, if vacant, or any other vacant position in his 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 leave of absence without pay not to exceed one year and shall be granted the first position that becomes available in his former classification. 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 VCPPOA submit the matter to arbitration.

Sec. 3108 NON-DISCRIMINATION: Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, or functional limitation.

Sec. 3109 REQUEST FOR ARBITRATION: If an employee wishes to appeal a disciplinary action, he shall ask that the matter be submitted to arbitration by VCPPOA. If VCPPOA concurs, it shall submit to the Director-Human Resources, in writing, within fourteen (14) calendar days of the employee's receipt of the Notice of Disciplinary Action, a request that the matter be submitted to arbitration. Upon receipt of VCPPOA's request, the Director-Human Resources shall, within fourteen (14) days, request a panel of nine (9) names from the State Mediation and Conciliation Service or some other mutually agreeable list. Within seven (7) calendar days of the receipt of that list, the parties shall jointly select an arbitrator. In the event the parties are unable to select an arbitrator, they shall alternately strike names from the list with the last name being the arbitrator selected. The party striking the first name shall be determined by lot.

Sec. 3110 ARBITRATION COSTS: The costs of the Arbitrator shall be paid by the losing party. In the event the Arbitrator modifies the discipline imposed, the costs shall be shared equally by the parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If a cancellation fee is imposed on the parties

by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.

Sec. 3111 SCOPE OF ARBITRATOR'S AUTHORITY: The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article or any other terms of this Agreement. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then he 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 shall make a decision confirming or modifying the action of the appointing authority provided, however, that his authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 3102. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 3105, 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, VCPPOA.

Sec. 3112 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. 3113 ARBITRABILITY: If either the County or VCPPOA 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 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 shall refer the case back to the parties without a decision or recommendation on its merits.

Sec. 3114 REPORT OF HEARING: The Arbitrator shall render his report to the parties in writing, including 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 of all arbitration, per diem, preparation, and related fees.

Sec. 3115 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 questions 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. 3116 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 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 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 prior findings and decision or issue a new finding and decision.

The filing of an application under this Section shall not be necessary to exhaust administrative remedies and the application or motion shall not

operate to stay the effectiveness of the Arbitrator's order except by discretion of the Arbitrator upon a showing by affidavit of emergency or hardship should the order not be stayed.

ARTICLE 32 FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. This Agreement 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 Agreement 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 Unit. Where Management finds it necessary to make such change, it shall notify VCPPOA indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions in the unit where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where VCPPOA 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 VCPPOA 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 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 this Agreement.

- 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 County's Board of Supervisors.
- E. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 33 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be the County's Director-Human Resources or his duly authorized representative.
- B. VCPPOA's principal authorized agent shall be the President or her duly authorized representative.

ARTICLE 34 PROVISIONS OF LAW

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

ARTICLE 35 DRUG AND ALCOHOL POLICY FOR SAFETY-SENSITIVE EMPLOYEES

VCPPOA and the County agree to continue and otherwise support the County of Ventura Drug and Alcohol Testing Policy for Safety-Sensitive Employees (Appendix "3").

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This copy of Section 402 of the 2009-2010 MOA is attached as per Section 408 of this, the 2010-2013 MOA.

Sec. 402 CONTINUATION AND ADJUSTMENT OF EXISTING "PICK-UP(S)":

- A. The County agrees to continue the "pick-up" of employee contributions provided for in the then applicable 1979 "PEAVC" Agreement.
- B. Additionally, for employees within the Patrol Unit and those employees within the Probation Unit who, prior to October 13, 2002, were "non-safety, tier I" members of the Ventura County Employee's Retirement Association (VCERA), the County shall continue to contribute the amount equal to the lesser of four percent (4%) of each employee's base salary or 100% of each employee's required normal and cost of living retirement contributions 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.
- C. For those employees within the Probation Unit who, prior to October 13, 2002, were "non-safety, tier II" members of VCERA, effective October 13, 2002, said "pickup" shall be reduced from four percent (4%) to the lesser of two and thirty-seven one hundredths percent (2.37%) of each employee's base salary or 100% of said employee's retirement contribution.
- D. For all Tier II Patrol Unit employees, effective October 10, 2004, and in accordance with Section 407 below, said "pickup" shall be reduced from four percent (4%) to one and thirty-seven one hundredths percent (1.37%) and the amount of the reduction shall be used to fund the benefit described in Section 407.
- E. Employees shall be responsible for their "employee contributions" to retirement to the extent not covered by any County "pickup." For

purposes of taxation, this "pick-up" portion of the retirement contribution paid by the County under this Agreement 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.



APPENDIX 1
**COUNTY OF VENTURA
PROBATION AGENCY**

MEMORANDUM



Date: 9/3/2002

To: Human Resources

From: *Cal* Cal Remington, Chief Probation Officer

Subject: Call Back Procedures

The following is the Agency's practice regarding Call Back procedures:

All telephone calls between the hours of 10:00 p.m. and 5:00 a.m. from the Agency, including those calls coming from outside agencies through Juvenile Hall, are routed to a Supervising Deputy Probation Officer or higher rank and referred to VCPPOA represented officers as determined necessary by management. VCPPOA represented officers receive call back pay for these calls.

Calls from outside agencies directly to officers, whether by telephone or pager, are handled informally by flexing the time within the pay period. Additionally, officers informally flex the time for any calls received between 5:00 a.m. and 10:00 p.m.



APPENDIX 2
COUNTY OF VENTURA
PROBATION AGENCY



MEMORANDUM

Date: 9/4/2002
To: Human Resources
From: Cal Remington, Chief Probation Officer
Subject: Jury Duty Scheduling

The following is the Agency's practice regarding jury duty scheduling:

Employees who receive a jury summons should notify their supervisor and advise the supervisor of the reporting instructions. This notice needs to be as far as possible in advance of the week the employee is due for jury service. Since the specific reporting date for jury service is determined the night before the date of service, it is expected that the employee will advise the supervisor through a voice or e-mail message, or call no later than the morning such service begins. Facility staff shall contact their facility as soon as possible so that coverage may be arranged with the greatest possible lead time.

Employees who wish to avoid the uncertainty of phoning in to see if they have been called for jury duty, may contact the Jury Services office to request that they be allowed to schedule a specific date for jury service. If Jury Services allows such a scheduling, the employee should notify their supervisor of the specific date as soon as possible.

Service on a jury will be considered the employee's assignment for the day, if the employee was regularly scheduled to work that day, regardless of the shift the employee would ordinarily work. Jury service is a civic obligation, not an obligation related to employment by the Agency, and employees may not switch days off to serve Jury Duty.

An employee who is empanelled as a juror or alternate juror shall contact the assigned supervisor at the end of each day of service to provide an update on the status of their trial. Employees are expected to report for previously scheduled work if the trial takes one full day or more of recess.

Regular status employees shall contact their supervisor if their jury recesses for two hours or more, exclusive of their lunch break, for reporting instructions. Use of paid leave may be authorized if the recess exceeds two hours and comes at either the beginning or end of the day of jury duty. This is not required of a regular employee serving jury duty on a scheduled day off.

Regular status employees who are empanelled as a juror or alternate juror shall notify their supervisor if they are informed by the trial judge that the trial is expected to last more than one week. In these cases, the employee's work schedule will be temporarily modified after the first week of jury service to a Monday through Friday day shift schedule. This schedule will be maintained for the duration of the trial.

APPENDIX 3

**VENTURA COUNTY
PROFESSIONAL PEACE OFFICERS' ASSOCIATION
DRUG AND ALCOHOL PROGRAM**

I. Covered Employees

All employees of the Probation Agency represented by the Ventura County Professional Peace Officer's Association.

II. Controlled Substances

Controlled substances shall be defined as marijuana, cocaine, opiates, amphetamines and phencyclidine. Covered employees are required to inform their supervisor of any therapeutic drug use. Includes both prescribed and over the counter medications for treating specific ailments which contain alcohol or any of the controlled substances.

III. Prohibited Conduct

Covered employees may not be under the influence or in possession of controlled substances or alcohol during any work hours. Covered employees are prohibited from:

- A. Reporting for duty or remaining on duty while having an alcohol concentration level of 0.04% or greater;
- B. Performing job-related functions within four (4) hours after using alcohol;
- C. Being on duty while in possession of alcohol;
- D. Using alcohol or a controlled substance while performing a transportation function;
- E. Reporting for duty or remaining on duty when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform job functions;
- F. Reporting for duty or remaining on duty if the employee tests positive for controlled substances; or
- G. Refusing to submit to any alcohol or controlled substances test required by this policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.04% or greater on an alcohol test or tested positively on a controlled substance test.

In addition, to the above prohibitions, employees are reminded of their obligations under the Federal Drug-Free Work Place Act of 1988. All employees covered by this policy have previously been provided with a copy of the County's

Drug-Free Work Place Statement, and have signed an acknowledgement that they have read the statement and agreed to comply with it.

IV. Circumstances Under Which Drug and Alcohol Testing Will Be Imposed on Covered Employees

A. Pre-Employment Testing:

All applicants (whether by initial application or in connection with a transfer) for positions involving the performance of safety-sensitive functions will be required to submit to pre-employment/pre-duty testing. Applicants will not be hired for or transferred to a safety-sensitive position if they do not pass the test. A pre-employment alcohol test is not required by this policy.

B. Post-Accident Testing:

Post-accident drug and alcohol testing will be conducted on employees following an accident where the employee's performance cannot be discounted as a contributing factor.

The decision as to whether or not to test the employee will be left to a supervisory or management employee. The presumption is for testing. The only reason an employee will not be tested following an accident is if a determination is made that the employee's performance could not have been a contributing factor. If a fatality occurs, the employee will be tested irrespective of whether his/her involvement may be discounted.

Post-accident alcohol tests shall be administered within two (2) hours following an accident, and no test may be administered after eight (8) hours. A post-accident drug test shall be conducted within thirty-two (32) hours following the accident.

According to this policy, an accident occurs when, as a result of an occurrence involving a County vehicle, an individual dies or sustains an injury requiring medical attention, or when a state or local law enforcement authority issues a citation to a covered employee for a moving violation arising from an accident; or when a County vehicle is towed from the scene as a result of damage from the accident.

C. Random Testing:

Covered employees will be subject to random alcohol and drug testing as follows:

A random drug test and a random alcohol test will be administered to at least fifty percent (50%) of the total number of covered employees per

year. Some employees may be tested more than once in a year, while others are not tested at all, depending upon the random selection. On the date an employee is selected for random testing, his/her supervisor will ensure his/her duties are covered.

D. Reasonable Suspicion Testing:

Covered employees are also required to submit to an alcohol or drug test when a trained supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances.

1. Reasonable suspicion means suspicion based upon specific personal observation of two supervisors, unless only one supervisor is practically available. The observing supervisors shall describe and document:
 - a. Specific, personal and articulable observations concerning the appearance, behavior, speech, body odors, or performance of the employee; or
 - b. Violation of a safety rule or other unsafe work incident which, after further investigation of the employee's behavior or appearance, leads the supervisor(s) to believe that drug or alcohol use may be a contributing factor; or
 - c. Other physical, circumstantial or contemporaneous indicators of drug or alcohol use.
2. Suspicion is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties or violation of a safety rule or other unsafe work incident. However, such suspicion may be a basis for further investigation or for action to protect the safety of employees or the public, such as ordering the employee to stop work.

Employees shall be removed from the performance of emergency job functions while the supervisor is completing his/her determination regarding whether a reasonable suspicion test is warranted.

3. When a supervisor suspects that an employee is impaired or affected by drug or alcohol use, the supervisor shall follow the reasonable suspicion procedure to determine whether a drug and/or alcohol test is appropriate and, if so, to initiate the testing.

The supervisor shall advise the employee of his or her right to have

a Union representative present prior to testing, if a representative is available within a reasonable time (within one hour); will order the employee to stop work; will order the employee to submit to a urine, and/or breath test to determine the presence of drugs or alcohol; will note indicators of probable alcohol misuse and use of controlled substances.

E. Return to Duty Follow-up Testing:

A covered employee who has violated any of the prohibitions of this policy must submit to a return-to-duty test before he/she may be returned to an active duty. The test result must indicate an alcohol concentration of less than 0.02% or a verified negative result on a controlled substances test. In addition, because studies have shown that the relapse rate is highest during the first year of recovery, employee will be subjected to follow-up testing which is separate from the random testing obligation. The employee will be subjected to at least six (6) unannounced drug/ alcohol tests, but no more than eight (8) while on duty, unless recommended by the Substance Abuse Professional (SAP)¹ during the first year back following the violation.

V. Procedures to be Used for Detection of Drugs and Alcohol

- A. Alcohol Testing: Alcohol testing will be conducted by using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration. A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02%, the test is considered a negative test. If the alcohol concentration level is 0.02% or more, a second confirmation test will be conducted.
- B. Drug Testing: Drug testing will be conducted pursuant to the procedures set forth in Exhibit 1.

VI. Refusal to Submit to an Alcohol and/or Drug Test

As set forth above, a covered employee who refuses to submit to any required drug/alcohol testing will be treated in the same manner as an employee who tested positive.

The refusal to submit to an alcohol or controlled substances test required by this policy includes, but is not limited to, the following:

- A. A refusal to provide a urine sample;

¹ **Substance Abuse Professional** – licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

- B. A refusal to provide a urine sample;
- C. An inability to provide a urine sample without valid medical explanation;
- D. A refusal to complete and sign the drug/alcohol testing form or otherwise to fail to cooperate with the testing process in a way that prevents the completion of the test;
- E. Inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
- F. Tampering with or attempting to adulterate the urine specimen or collection procedure;
- G. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
- H. Leaving the scene of an accident without authorization from a supervisor or manager (who shall make a determination whether to send the employee for a post-accident drug and/or alcohol test) unless the employee has a valid reason for not obtaining such authorization, such as to receive medical treatment if required for injuries, or to attempt to notify medical authorities for treatment of other injured persons if no other means are available; or
- I. Consuming alcohol during the eight (8) hours immediately following an accident as defined in section IV (B), unless the employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.

VII. Consequences for Employees Found to Have Alcohol Concentration Levels of 0.02% or Greater But Less than 0.04%

An employee whose alcohol test indicates an alcohol concentration level equal to or greater than 0.02% but less than 0.04%, will be removed from duties at no loss in pay for at least twenty-four (24) consecutive hours. Such employee shall be mandatory referred to the County Employee Assistance Program. Before the employee may be returned to his/her position, the employee's alcohol concentration must indicate a concentration below 0.02%.

VIII. Consequences of Failing an Alcohol and/or Drug Test

A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination, in accordance with existing disciplinary rules and procedures. The failure of a drug/alcohol test (excluding first time failure of a

random test) may be used, in conjunction with other job performance indicators for a determination of appropriate discipline up to and including termination.

A. Specifically, if an employee tests positive during a random screening, a reasonable suspicion test, or post-accident test:

1. The employee will be assigned to a non-safety sensitive position, and suffer no pay loss, unless disciplinary action is proposed pursuant to Section IX, below.
2. The employee shall be required to submit to a Substance Abuse Professional (SAP) through the County's Employee Assistance Program (EAP). The SAP will evaluate the employee and make a specific determination of appropriate treatment.
 - a. Treatment will be on the employee's own time, however, if treatment requires the employee to use regular work time the employee will be able to use the following types of leaves to the extent that leave time is available for this purpose: sick leave, compensatory time and vacation.
 - b. Treatment cost will be borne by the employee, who will be allowed to use medical insurance plan to the extent that it covers the cost.
3. The employee will be required to provide a release which enables the Probation Director or his/her designee to communicate with the Substance Abuse Professional.
4. The employee may be placed in a medically supervised rehabilitation program, which may include full in-patient hospital, residential care, day treatment or out-patient care, provided by a County-approved rehabilitation facility.
5. If the rehabilitation program provided certifies that the employee has successfully completed the rehabilitation program, and specified terms and conditions of an after-care program, the employee will be required to sign a Return-To-Duty or "Last Chance" agreement acknowledging that he or she will abide by those terms and conditions.
6. The Return-To-Duty agreement will stipulate that the employee will be subject to announced and unannounced drug and alcohol tests, the frequency and duration of which will be determined by the Substance Abuse professional (however, a maximum of eight (8) tests will be given during the first year), unless more are specifically

recommended by the SAP.

7. If recommended by the Substance Abuse Professional, the employee will be permitted to return to duty during the after-care or during any other outpatient program, provided the employee tested negative for drugs and alcohol in a Return-To-Duty test.
 8. The employee must successfully adhere to the terms and conditions of the rehabilitation and after-care programs. If the employee violates the terms and conditions of the rehabilitation or after-care program, the employee will be subject to termination.
- B. If any employee voluntarily requests assistance prior to selection by the Probation Agency for any testing:
1. On a one-time only basis, an employee who voluntarily admits a drug and/or alcohol problem and requests assistance from the County's EAP prior to selection for testing will be assigned to a non-safety sensitive position, and suffer no loss of pay.
 2. A "Last Chance" or "Return to Duty" agreement will not be required of this employee.
 3. This employee will be required to submit to an evaluation by a Substance Abuse Professional for determination of the most appropriate treatment and referral to the selected rehabilitation program. If recommended by the SAP the employee will be permitted to return to active duty during the after-care or any other outpatient program, provided the employee tested negative for drugs and alcohol in a Return-to-Duty test. Rehabilitation will be paid for by the employee. The employee will be on a non-pay status during any absence for evaluation or treatment, but is entitled to use accrued vacation time, compensatory time, sick leave, as well as County-provided insurance benefits, while participating in the rehabilitation and after-care program.

The employee is required to provide a release which will enable the Probation Agency to communicate with the Substance Abuse Professional

IX. Disciplinary Action

The Probation Agency may take appropriate disciplinary action, subject to all prescribed appeal rights, against any employee who violates any rule listed in Section III of this Policy, "Prohibited Conduct" (excluding first time failure of a random test).

X. Right of Union Participation

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug-testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

XI. Union Held Harmless

This Substance Abuse Program is solely initiated at the behest of the County. The County shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of this program.

EXHIBIT 1

- I. All alcohol testing procedures shall conform to the Department of Transportation (DOT) breath alcohol testing procedures as required by 49 C.F.R., 40, including the use of a federally approved Evidential Breath Testing device (EBT) and be conducted by a federally certified Breath Alcohol Technician (BAT).
- II. The DOT breath alcohol testing form shall be completed by the Breath Alcohol Technician and signed by the employee. A copy of this form shall be provided to the employee.
- III. Alcohol testing shall be conducted at a location that affords visual and aural privacy to the employee being tested, sufficient to prevent unauthorized persons from seeing or hearing test results. A mobile collection facility may be used for the testing that meets the requirements of 49 C.F.R., 40. The testing location shall be able to be secured so that unauthorized persons shall not have access to the EBT.
- IV. The BAT shall require the employee to provide positive identification through the use of a photo I.D. card or identification by a supervisor. The BAT shall explain the testing procedure to the employee. The BAT shall instruct the employee to complete the initial screening test. The BAT shall show the employee the result displayed on the EBT and shall record the result. The employee shall initial the logbook entry.
- V. If the screening test result is less than 0.02% breath alcohol concentration, the alcohol test shall be declared negative and the employee allowed to leave.
- VI. If the breath alcohol concentration result is 0.02% or greater, the BAT shall commence the procedures for the confirmation test.
- VII. The BAT shall instruct the employee on the procedures for the confirmation test and instruct the employee not to eat, drink or put any object or substance in his or her mouth. After a period of fifteen (15) minutes, the confirmation test shall be conducted.
- VIII. Before the confirmation test is administered for each employee, the BAT shall ensure that the EBT registers 0.00 on an air-blank test.
- IX. The BAT shall transfer all results to the employer in a confidential manner.
- X. Drug Testing Procedures
 - A. The collection site shall have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a

NIDA certified drug-testing laboratory.

- B. Security procedures shall provide for the collection site to be secure at all times. The collection site shall have an area designated solely to drug testing and the portion of the facility used for testing shall be secure at all times.
- C. Chain of Custody. Chain of Custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- D. Access to authorized personnel only. No unauthorized personnel shall be permitted in any part of the designated collection site where specimens are collected or stored.
- E. Privacy. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe a particular individual may alter or substitute the specimen to be provided.
- F. Integrity in identity of specimen. The collection site shall take precautions to ensure that a urine specimen shall not be adulterated or diluted during the collection procedure and that information on the urine bottle and on the Chain of Custody form can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:
 - 1. To deter the dilution of the specimens at the collection site, toilet-bluening agents shall be placed in toilet tanks so the reservoir of water in the toilet bowl always remains blue. There shall be no source of water (e.g., no shower or sink) in the enclosure where urination occurs.
 - 2. When an individual arrives at the collection site, collection site persons shall request the individual to present photo identification. If the individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual who can positively identify the individual. If the individual's identity cannot be established, the collection site person shall not proceed with the collection.
 - 3. Collection site personnel shall ask the individual to sign and complete a consent and release form. (The supervisor must

witness the signature for all current employees.)

4. The collection site person shall ask the individual to remove any unnecessary outer garments, such as a coat or jacket, that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as purse or briefcase remain with the clothes and that these items are secured. The individual may retain his or her wallet.
5. The individual shall be instructed to wash and dry his or her hands prior to urination.
6. After washing the hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleansing agent or any other materials which could be used to adulterate the specimen.
7. The collection site person shall provide the individual with a collection container.
8. The individual shall provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
9. The collection site person shall note any unusual behavior or appearance on the Chain of Custody form, as it relates to the collection process only.
10. Upon receiving the specimen from the individual, the collection site person is to transfer the urine from the collection container to the specimen bottles in the presence of the employee.
11. The collection site person shall determine that it contains at least sixty (60) milliliters of urine. If there is less than sixty (60) milliliters of urine in the container, the collection site person shall provide the individual with a reasonable amount of water to drink until a new specimen can be obtained. If the individual is still unable to provide a complete specimen, the following rules apply:
 - a. In the case of a post-accident test or test for reasonable suspicion, the employee shall remain at the collection site and be given eight (8) ounces of water every thirty minutes until they are able to provide a complete sample or until the expiration of a period of up to eight (8) hours from the beginning of the collection procedure.

- b. If the employee cannot provide a complete sample within the up to eight (8) hour period, or at the subsequent collection, as applicable, then the supervisor of the employee shall notify the Medical Review Officer (MRO)² immediately of the situation. The Medical Review Officer shall refer the individual for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine or constitutes a refusal to provide a specimen. Upon completion of the examination, the Medical Review Officer (MRO) shall report his or her conclusions to the County in writing.
- 12. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.
- 13. The collection site person shall measure the temperature of the specimen. The temperature measuring device must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.
- 14. If the temperature of the specimen is outside the range of 90⁰ to 100⁰ Fahrenheit, that is a reason to believe that the individual may have altered or substituted the specimen and another specimen shall be collected under the direct observation of a same gender collection site person and both specimens shall be forwarded to the laboratory for testing. An individual may have his or her temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.
- 15. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any sign of contaminants. Any unusual findings shall be noted on the Chain of Custody form.
- 16. When there is reason to believe that a particular individual has altered or substituted the specimen, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.

²Medical Review Officer (MRO) – A licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

17. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
 18. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled.
 19. The collection site person shall complete the Chain of Custody form and the labeling and securing of each specimen container and prepare the specimens for shipment to the laboratory.
 20. The urine specimen and the Chain of Custody form are ready for shipment. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
 21. The specimen bottles will be protected with a tamper-proof seal which covers the cap and down the sides of each specimen bottle.
 22. Both the collection site person and the employee being tested shall confirm that the numbers on the tamper-proof seals and the numbers on the Chain of Custody form match prior to the specimen bottles being placed in storage for transportation.
- G. The urine specimen which has been split into two specimen containers are labeled as primary and split-specimen. Both bottles are to be sent to the lab.
- H. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has seventy-two (72) hours to request that the split-specimen be analyzed by a different certified lab.
- I. The urine sample will be tested for the following drugs: marijuana, cocaine, opiates, amphetamines and phencyclidine. The initial screening test will be conducted using a testing methodology such as the "Enzyme Multiplied Immunoassay" or similar technique.
- J. If the initial test is positive, a confirmation test will be performed using gas chromatography/mass spectrometry analysis. A drug test will be considered positive only if the confirmation test is above the levels listed in 49 C.F.R., 40.
- K. The screening of all samples will be conducted by a County designated laboratory certified by the National Institute on Drug Abuse (NIDA).

- L. With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate use for the use of the drug, the test result shall be reported to the County as negative.
- M. Program Records. All drug testing information relating to an individual employee is strictly confidential. All records relating to the program shall be maintained by the Director of the Probation Agency.
- N. The random drug screening program shall be considered an administrative matter, and the results of this test shall not be used in any criminal action. However, if additional information is available through other means to support criminal action against an employee, the Department shall not be precluded from taking further action.

NIDA (SAMHSA) LABS IN CALIFORNIA

Published monthly in the Federal Register

Laboratory Corporation of America Holdings

10788 Roselle Street
San Diego, CA 92121
(800) 882-7272

National Toxicology Laboratories, Inc.

1100 California Avenue
Bakersfield, CA 93304
(805) 322-4250

Pacific Toxicology Laboratories

9348 De Soto Ave.
Chatsworth, CA 91311
(800) 328-6942

Quest Diagnostics Incorporated

7600 Tyrone Avenue
Van Nuys, CA 91405
(818) 989-2520
(800) 877-2520

**CERTIFIED COLLECTION SITES FOR
COUNTY OF VENTURA
DRUG/ALCOHOL TESTING PROGRAM**

The following local laboratories have been certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as collection sites in compliance with the Omnibus Transportation Employee Testing Act of 1991. The program is being coordinated through Addiction Medicine Consultants. They can be reached at 1-800-289-1201.

Ventura:

Star Drug Testing

4475 Dupont Court #11

Ventura, CA 93003

Phone: 650-5230

Hours: Mon. – Fri. 8 – 5

Closed 12 – 1 for lunch

Services: Urine Drug Collection and Breath Alcohol

No appointments

ESMI

4464 Mc Grath Suite 102

Ventura, CA 93003

Phone: 677-4770

Hours: Mon. – Fri. 9 – 5

Closed 12 – 1 for lunch

Services: Urine Drug Collection and Breath Alcohol

Appointment Necessary

Oxnard:

US Healthworks

1851 Lombard Suite #100

Oxnard, CA 93030

Phone: 983-2234

Hours: Mon. – Fri. 7:30 – 5:30

Services: Urine Drug Collection and Breath Alcohol

No appointments

**Simi Valley/
Moorpark:**

Quest Diagnostics (SBCL)

4537 – H Alamo Street

Simi Valley, CA 93063

Phone: 520-6483

Hours: Mon. – Fri. 8 – 5

Services: Urine Drug Collection only

No appointment necessary.

Agoura Hills:

Quest Diagnostics

30313 Canwood Street, Suite 23

Agoura Hills, CA 91301

Phone: (818) 597-1948

Hours: Mon. – Fri. 8:30 – 12:30

1:30 – 5pm

Services: Urine Drug Collection only

No appointment necessary.

Alternate Collection Sites: (to be used only if other sites are not available)

Simi Valley:

Med Center

1980 Sequoia Avenue

Simi Valley, CA 93063

Phone: 583-5555

Hours: Mon. – Fri. 8am – 10pm

Sat & Sun 9am – 7pm

Services: Urine Drug Collection & Breath Alcohol Testing

No appointment necessary – Please arrive 1 hour before closing

Camarillo:

Santa Rosa Medical Clinic

4934 Verduogo Way

Camarillo, CA 93012

Phone: 484-0095

Hours: Mon. -Fri. 8 -6

Services: Urine Drug Collection & Breath Alcohol Testing

Appointments preferred

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