

VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT

Management, Confidential Clerical
And Other Unrepresented
Employees Resolution



January 2022

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**A RESOLUTION OF THE AIR POLLUTION CONTROL BOARD WHICH DESCRIBES
PERSONNEL POLICIES, PROCEDURES, COMPENSATION, AND BENEFITS FOR
MANAGEMENT, CONFIDENTIAL CLERICAL AND OTHER UNREPRESENTED
EMPLOYEES OF THE AIR POLLUTION CONTROL DISTRICT**

The Ventura County Air Pollution Control Board (APCB) of the County of Ventura resolves as follows:

ARTICLE 1 TITLE AND PURPOSE

- Sec. 101 This Resolution describes the employment and compensation plan for management, confidential clerical and other unrepresented employees of the Air Pollution Control District (APCD). This resolution shall become effective August 18, 2013, unless otherwise specifically provided.
- Sec. 102 Exhibit 1, Outline of Benefits and County of Ventura Personnel Rules and Regulations are hereby referenced and made a part of this Resolution.

ARTICLE 2 RECOGNITION

Sec. 201 This Resolution shall apply only to persons employed in the classifications set forth in Exhibit 1. Those classifications are divided into the following units:

MA - Agency/Department Heads

MB - Assistant Agency/Department Heads
All Management Employees

CC - Confidential Clerical

UO - Other Unrepresented

The phrase "management employees" as used in this Resolution refers to individuals in units MA & MB.

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

Sec. 202 The terms "employee" or "employees" as used in this resolution shall refer only to persons employed by the APCD in regular, allocated positions in the above-mentioned units.

Sec. 203 Gender - words used in the masculine include all employees.

Sec. 204 Notwithstanding any other provisions herein, those employees exempt from civil service pursuant to 1347 of the Civil Service Ordinance shall not serve a probationary period and shall not be entitled to the grievance procedure specified in Article 22 herein nor are they covered by Article 21, Reductions in Force. Furthermore, all such employees serve at the will of the APCB or the Air Pollution Control Officer/Executive Officer (APCO/EO) and may be terminated with or without cause upon sixty (60) days' notice unless otherwise specifically provided by law. During the first year of employment (2,080 hours) the appointing authority may, at his/her discretion, choose not to provide the sixty (60) days' notice.

Sec. 205 **Definitions**

- A. Classified Employee: all employees of the APCD not specifically exempted from the County of Ventura Civil Service System.
- B. Confidential Employee: those employees identified in Exhibit I as CC who have access to confidential information in employee relations matters.

- C. Employees: persons employed by the APCD in regular allocated positions in units designated in Article 2, Section 201.
- D. Exempt Employees: all employees of the APCD that are not eligible to earn overtime compensation.
- E. Management Employees: all employees of the APCD in units MA and MB.
- F. Non-Exempt Employees: all employees of the APCD that are eligible to earn overtime.
- G. Overtime for Confidential Clerical Employees: hours worked in excess of forty (40) hours in a seven (7) day designated work period. Effective September 28, 2014, hours worked shall include all paid time off (PTO).
- H. Unclassified Employees: all employees of the APCD exempted from the County of Ventura Civil Service System.

ARTICLE 3 COMPENSATION PLAN

Sec. 301 **COMPENSATION SCHEDULE:** Except as otherwise provided herein, employees shall receive the base hourly pay or salary of the pay range assigned to the classification of the position in which they are employed, benefits and retirement in accordance with the pertinent conditions of employment enumerated in these articles, appendices and exhibits. Salaried employees shall be compensated under the provisions of "Biweekly Salary"; and hourly employees under the provisions of "Hourly Salary".

- A. Base Hourly Pay or Salary for all except "Y" rated employees is defined as the biweekly compensation within the salary range for the employees' "class code" plus the additional compensation for supervisors as described in Section 311, if applicable. "Base Salary" for "Y" rated employees is that described in Section 309 and shall include the additional compensation for supervisors (Section 311) is applicable.
- B. Advanced Pay/Salary Appointments: Upon approval by the APCO/EO, the Director-Human Resources may provide that a position be filled at any point in the hourly pay/salary range. An advanced pay/salary appointment may be made when either of the following occur:
 - 1. Whenever reasonable proof has been presented that no qualified person can be recruited to fill a position at the minimum rate.
 - 2. Whenever reasonable proof has been presented that an applicant has qualifications deserving a starting salary higher than bottom step of the range.
- C. There shall be an additional step of the salary range which shall be 105% of the normally assigned range which is reserved for those classifications designated as "*Difficult to Recruit*." Advancements up to this step shall not be automatic. They shall, instead, be granted based upon a determination by the Director-Human Resources, subject to approval by the APCO/EO, that a serious recruiting and/or retention problem exists for a classification(s), or that increases granted to subordinate "difficult to recruit" classifications has created serious compaction problems, and that any percentage increase up to and including five percent (5%) can be granted under this Section if it would assist the APCD in recruiting or retaining employees in that classification(s). Upon such determination and approval, any percent up to and including the approximate five percent (5%) increase(s) granted pursuant to the provisions of this Section shall be implemented as follows:

1. Upon prior authorization by the Director-Human Resources, the initial pay/salary placement for newly hired employees may be at any point within the pay/salary range for the classification.
2. All present permanent, regular, full-time or part-time employees assigned to positions in the affected classification(s), who have successfully completed one year or more of service at the top of the pay/salary range for that classification(s) shall receive a pay/salary increase in accordance with the provisions of Section 316 or 319 of this Resolution.
3. All other regular, full-time and part-time employees assigned to positions in the affected classification(s), who have successfully completed less than one year of service at the top of the salary range for that classification may, upon recommendation of APCO/EO and approval by the Director-Human Resources, have their pay/salary adjusted to an amount no less than the lowest pay/ salary 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 provided that their education and experience meet or exceed those of the newly hired employee.
4. Subsequent merit increases for employees not compensated at the top of the pay/salary range(s) for classifications affected by the provisions of this Section may be granted pursuant to Sections 316 through 319 of this Resolution.

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, he/she shall advise the APCO/EO of his/her findings. If the APCO/EO concurs, he shall declare the provisions described above inoperative for such classification(s). At that time, the pay/salary for any employee compensated at a rate above that to which he/she would otherwise have been entitled shall be "Y" rated and shall not be increased until the new pay/salary for his/her classification exceeds the rate established for him pursuant to the provisions described above.

Sec. 302 **REGULAR PAYDAY:** Whenever compensation is fixed for any position, such compensation is the biweekly compensation to be paid to the person holding such position unless otherwise stated. Such biweekly compensation shall be paid to employees, as determined by the Auditor-

Controller, on or about the Friday following the end of the biweekly payroll period.

- Sec. 303 **PAY ON TERMINATION:** Upon certification of the Director-Human Resources that the employment of any employee is terminated prior to the expiration of the biweekly pay period, the compensation of such persons shall become due and shall be paid on the pay day which falls within the next pay period.
- Sec. 304 **PAY FOR PART-TIME SERVICES OF REGULAR EMPLOYEES:** The actual compensation for part-time employment shall be determined by the relation that the total number of hours of service bears to the number of hours of service required in full-time employment in each class of position, except for those positions for which the Board has established a special or flat rate of pay as full remuneration for all services rendered, irrespective of the number of hours worked. Premium pay will also be paid to regular part-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 part-time employees on a pro rata basis.
- Sec. 305 **WAGE RATE:** Whenever a non-exempt employee, whose salary is fixed on a yearly or biweekly basis, works less than the total number of hours or days in a particular biweekly pay period, that employee shall receive salary or wages for the period in accordance with the hourly rate of the appropriate classification.
- Sec. 306 **PAYMENT FOR SERVICES RENDERED ON AN ANNUAL BASIS:** Whenever the salary for any position is established as an annual rate, the employee appointed to that position will be paid a salary on a biweekly basis.
- Sec. 307 **PAY/SALARY CORRECTIONS:** Upon recommendation by the Director-Human Resources, the APCO/EO may approve a one-time pay/salary adjustment to resolve pay/salary compaction problems. Such corrections will not cause the top step of the salary range to be increased, but are intended to adjust pay/salaries that fall within the pay/salary range.
- Sec. 308 **PAY/SALARY RANGE CHANGES:** Whenever a higher pay/salary range is assigned to a classification, an employee holding a position in such classification shall have his/her hourly pay/salary increased by the percentage increase in the classification's salary range. The employee's anniversary date shall not change in such an adjustment. Whenever an additional step is added to the top of an assigned pay/salary range, individuals at the top of the existing range for at least one year shall be assigned to the new step.

Whenever a pay/salary range is assigned to a classification which previously was compensated on a flat rate, an employee shall either retain

his/her salary immediately prior to the establishing of such range or receive the minimum of the pay/salary range established for the classification, whichever is greater. Whenever the APCO/EO furnishes reasonable proof that an employee, whose classification was previously compensated on a flat range is deserving of a higher placement in the newly established range than the minimum of such range, the Director- Human Resources may authorize an adjustment to any point in the pay/salary range assigned to the classification. The employee's merit increase hours shall not be affected by such an adjustment.

Whenever a lower pay/salary range is assigned to a classification, an employee holding a position in that class shall receive the same pay/salary he/she was receiving on the day preceding the effective date of the new range, if such salary placement is within the newly established pay/salary range. In all other instances, whenever a lower pay/salary range is assigned to a classification, an employee holding a position in the class whose pay/salary immediately preceding the effective date of the new range was in excess of the maximum of the new range, then such employee shall receive the maximum of the new range. The anniversary date of an employee affected by the establishment of lower pay/salary ranges for his/her classification shall not be affected by such an adjustment.

For Historical Purposes Only – Market Based Average adjustments granted July 6, 2003, are exempt from the provisions of this section.

Sec. 309 **HOURLY PAY/SALARY ON "Y" RATING:** When an employee is "Y" rated, his/her base hourly pay/salary, immediately prior to the date of downward reclassification, is frozen and may not be increased until the maximum of the base hourly pay/salary range assigned his/her new classification exceeds the base hourly pay he/she was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing approximately five percent (5%) increase in base hourly pay and shall retain his/her anniversary date that was in effect immediately prior to the establishment of the "Y" rate.

Sec. 310 **SALARY RATE ON TRANSFER:** Whenever an employee is transferred or assigned to a position in a different classification having the same salary range as his/her former position, he/she shall retain his/her salary rate and anniversary date.

Whenever an exempt employee is transferred to a position in a non- exempt classification, unless the transfer is at the employee's request, his/her Base Salary, immediately prior to the date of transfer is frozen and may not be increased until the maximum of the Base Salary range assigned his/her new classification exceeds the Base Salary he/she was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing approximately five percent (5%) increase in Base Salary and shall retain his/her

anniversary date that was in effect immediately prior to the establishment of the "Y" rate. Flexible benefit allowances shall be provided in accordance with the provisions of Section 317.

Sec. 311

ADDITIONAL COMPENSATION TO SUPERVISORS: A person, occupying a supervisory position, may receive a differential equivalent of seven and one-half percent (7.5%) to the base salary rate (plus supervisory differential of the subordinate, if applicable) of any one of his/her subordinates provided that:

- A. Both the APCO/EO and the Director-Human Resources find he/she is exercising substantial supervision over the subject subordinate and that he/she is satisfactorily performing the full supervisory duties of the position; and,
- B. The organization is a permanent one approved by the Director-Human Resources; and,
- C. Both the supervisor and the subordinate have been permanently appointed to full-time positions; and,
- D. The classifications of both the supervisor's and subordinate's positions are appropriate to the organization and their duties.
- E. The classification of the supervisor and subordinate shall not be the same.
- F. The supervisor must occupy a classification with a higher top step of the salary range than that of the subordinate.

Such increased compensation shall be effective on the first (1st) day of the pay period during which the finding called for in Subparagraph "A" above is made. Employees shall be eligible to receive this differential only for the period necessary to maintain the Base Salary of the supervisor at a rate of seven and one-half percent (7.5%) above that received by the subordinate.

When the conditions authorizing this differential cease to exist, then it shall be cancelled and the supervisor shall receive the Base Salary he/she would have attained notwithstanding the provisions of this Section. The effective date of said adjustment shall be the first (1st) day of the pay period following the action creating the changed condition.

Where the subordinate is receiving a "Y" rate, or is for any other reason paid more than the maximum of the salary range set for his/her classification, the supervisor's differential shall be computed on the actual base salary paid the subordinate excluding the "Y" rate. A change in the salary or status of the supervisor shall invoke the Merit Increase Section of this Resolution and said Sections shall only be applied to the base rate of the supervisor's

salary. Policies and procedures relating to anniversary dates are not affected by the provisions of this Section.

Sec. 312 **PRIORITY OF INCREASES:** Whenever a general increase, a merit salary increase, a higher pay/salary range or pay/salary range placement, a promotional pay/salary increase, or any combination thereof are effective on the same date, the pay/salary to which an employee is entitled shall be fixed as follows: to the pay/salary received by the employee on the preceding day shall first be added any general pay/salary increase, then any higher pay/salary range or pay/salary range placement, then any anniversary merit increase, and then any promotional increase.

Sec. 313 **PAY/SALARY ON DEMOTION OF A PROMOTIONAL PROBATIONARY EMPLOYEE:** A promotional probationary employee demoted to the class he/she formerly occupied in good standing shall have the pay/salary status, probationary status, and anniversary date he/she would have achieved if he/she had remained in the lower class throughout the period of his/her service in the higher class.

Sec. 314 **PAY/SALARY ON PROBATIONARY DEMOTION:** When an employee takes a probationary demotion to a lower class in which a probationary period has not previously been served, such employee shall be demoted to the entry level pay/salary in the lower class and shall be required to serve a new probationary period.

Upon the request of the employee, a probationary employee may, upon approval of the Agency/Department head, be demoted to a class in which they did not previously hold status provided the Human Resources Division certifies that said employee is qualified for the position to which they are demoted. Such employee shall be demoted to the entry level hourly rate of pay/salary in the lower class or upon request by the Agency/Department head and approval by the Director-Human Resources, retain their current hourly rate of pay/salary or receive the top of the range for the lower class, whichever is less. The employee shall also be required to serve a new probationary period.

Sec. 315 **SALARY ON DEMOTION:**

- A. Whenever an employee who has completed his/her probationary period in a higher class is then demoted to a position in a lower class for reasons other than unsatisfactory performance, or for functional disability, he/she shall receive the highest salary on the new range that does not exceed his/her rate of pay immediately prior to demotion and shall retain his/her anniversary date.
- B. When an employee who has completed his/her probationary period in a higher class is then demoted, for disciplinary reasons, to a position in the lower class in which he/she did not previously hold

status, he/she shall receive a salary five percent (5%) less than his/her salary immediately prior to demotion, or the highest salary on the new range, whichever produces the lower salary. An employee so demoted shall be required to serve a new probationary period.

Sec. 316 **MERIT INCREASES WITHIN THE PAY/SALARY RANGE:** Merit increases within a range shall not be automatic. They shall be based on merit and shall require the written approval of the APCO/EO, containing the effective date therefore. Except as otherwise provided in Section 318 of this Resolution, a merit increase shall consist of an increase of approximately five percent (5%) within a range for the class unless the employee is less than five percent (5%) from the top of the range and in such a case, the increase shall be to the top of the pay/salary range.

Sec. 317 **CHANGE IN FLEXIBLE BENEFIT CATEGORY:** Employees affected adversely by involuntary assignment or reclassification to a lower flexible benefit category, shall have their credits frozen until such time as assigned credits exceed the frozen amount. Employees who voluntarily demote to a classification that is assigned lower flexible benefit category shall not have their credits frozen.

Sec. 318 **TIME FOR MERIT ADVANCEMENTS:**

A. Classified Service Employees

A newly appointed, reemployed or promoted employee may qualify for:

1. An initial merit advancement within the pay/salary range upon completing 1,040 hours of service in that class.
2. Succeeding merit increases within the pay/salary range upon completion of each additional 2,080 hours of service in that class.

B. Unclassified Service Employees

A newly appointed, re-employed or promoted employee may qualify for:

1. An initial salary review based on performance after completing 1,040 hours in that class.
2. Succeeding annual salary reviews upon completion of each additional 2,080 hours of service in that class.

The period of service required to qualify for merit increases by regular part-time employees shall be lengthened by pro rating the

hours worked, excluding overtime, as compared to a regular full- time work schedule.

Sec. 319 **FLEXIBLE MERIT INCREASES FOR CERTAIN EMPLOYEES** (See Exhibit 1):

A. In addition to merit increase provisions contained in Section 316, merit increases for designated management and confidential clerical employees and all employees exempt from the classified service, shall be based on performance. A merit increase for these designated employees may be any amount up to approximately ten percent (10%), inclusive, within the range. Increases shall not be automatic and require the written approval of the Director-Human Resources up to eight percent (8%). Increases of eight percent (8%) or more within the established range must have the additional approval of the APCO/EO.

Sec. 320 **MERIT REVIEW:** The APCO/EO shall notify the Director-Human Resources and the employee in writing of his/her decisions regarding approval, denial, or deferment of a merit increase. In all cases, the recommendation of the APCO/EO shall be based on the employee's performance.

Sec. 321 **DENIAL OF MERIT INCREASE:** If, in the APCO/EO's judgment, the employee's performance does not warrant a merit salary increase upon meeting the time requirements of Section 318, the APCO/EO may deny the increase and must complete the APCD Performance Evaluation Rating Form. Any time prior to the employee's next scheduled increase, the employee may request a review of his/her merit increase by the APCO/EO, or the APCO/EO by his/her own initiative, may review the matter. If the APCO/EO concurs with the requested review, or if the APCO/EO independently initiates his/her own review, then the APCO/EO shall reopen the matter by submitting another performance rating and recommendation. If an employee's merit increase is deferred and granted within the year, that employee's next merit increase shall not be due until 2,080 hours of service have elapsed from the (1st) first day of the period on which the increase was finally granted.

Sec. 322 **CORRECTING ERROR IN OVERLOOKING MERIT INCREASE:** Upon discovery that an employee who would otherwise have been recommended for an anniversary merit increase failed to receive such increase as the result of an oversight of his/her anniversary date, the Auditor-Controller shall compensate the employee for the additional salary he/she should have received, dating from his/her anniversary date. In such cases, there will be no adjustment of an employee's anniversary date.

Sec. 323 **PAY/SALARY ON PROMOTION:** Except as provided below, a regular employee who is promoted to a position in a class having a higher pay/salary rate shall receive the entry level pay/salary for the higher class or such higher amount as would constitute a pay/salary increase of approximately five percent (5%), on the range over the pay/salary received prior to promotion, whichever is greater, or that amount as provided in Section 319.

A. Notwithstanding the provisions described above, a regular employee, who is promoted to a position in a class having a higher pay/salary rate may, upon recommendation of the APCO/EO, have his/her initial pay/salary established at any point of the salary range. Such rate must, however, be at least the entry rate for the higher class of such higher amount as would constitute a pay/salary increase of approximately five percent (5%) on the range over the pay/salary received prior to promotion, whichever is greater. A pay/salary 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 APCO/EO.

The advanced salary placement 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 salary placement.

Sec. 324 **EFFECTIVE DATE OF PROMOTION:** Whenever a person is promoted, the effective date of his/her promotion for purposes of merit salary increases shall be the first (1st) Sunday of the following pay period.

Sec. 325 **PAY/SALARY ON TEMPORARY PROMOTION:** An employee qualified for and assigned to a higher classification to fill a vacancy caused by sick leave or other approved leave of absence, or any other reasons stipulated by these articles, and who serves in said higher classification for five (5) consecutive workdays, shall thereafter be paid according to the pay/salary range of the class to which the employee has been temporarily promoted. The change in pay/salary related to a promotion shall be effective the first (1st) day of the pay period following such promotion. Prior approval by the Director-Human Resources is required.

Upon temporary promotion, an employee will receive either the minimum of the new pay/salary range or an approximate increase of about five percent

(5%) increase over his/her present pay/salary, whichever is greater and the appropriate flexible benefit credit allowance. In no case shall such pay/salary adjustment place the employee beyond the pay/salary range of the position to which he/she has been temporarily promoted.

An employee so temporarily promoted shall receive this pay/salary and flexible credit allowance benefits as long as he/she continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as provided in these articles as though he/she had been appointed on the day he/she began to receive the salary designated for the position. The temporarily promoted employee shall not receive any other benefit assigned to the higher classification that he/she is not already receiving.

The five (5) day 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.

ARTICLE 4 PREMIUM PAY

Sec. 401 **BILINGUAL PREMIUM PAY:** Employees whose positions require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the APCO/EO based upon the criteria established by, and subject to approval by, the Director-Human Resources. An employee's bilingual proficiency at Levels I and II shall be determined by an examination administered and certification issued by the Director-Human Resources or other approved county or city employer or educational facility at the employee's expense. Level III proficiency examinations shall be developed and administered solely by the Director-Human Resources. The level of an employee's bilingual proficiency shall be determined by an examination administered by the Director-Human Resources. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

<u>Bilingual Level</u>	<u>Premium Pay</u>
I	\$.65/hour
II	\$.80/hour
III	\$.90/hour

Employees in positions eligible to receive this premium pay shall receive the appropriate rate per hour compensated per biweekly pay period, not to exceed eight (80) compensated hours per pay period.

Such premium pay shall be in addition to an employees pay. To be eligible to receive this premium pay, upon the recommendation of the APCO/EO, the Director-Human Resources, that such payment will be made.

Sec. 402 **NIGHT SHIFT DIFFERENTIAL:** Except as otherwise provided herein, the night shift differential for employees of the APCD who are required to work a full shift between the hours of 2:00 p.m. and 9:30 a.m. shall be calculated at the rate of five percent (5%) of the base hourly pay/salary of said employee.

Sec. 403 ***Acting Department Head Assignment Pay:*** Employees who have been designated by the APCB as acting Department Heads may receive an assignment pay of up to ten percent (10%) above the maximum of their current salary range.

Sec. 404 ***Acting Division Head Assignment Pay:*** Employees who have been designated by the Air Pollution Control Officer as acting Division Heads may receive an assignment pay of up to ten percent (10%) above the maximum

of their current salary range as determined by the Air Pollution Control Officer.

ARTICLE 5 HEALTH INSURANCE

Sec. 501 **HEALTH INSURANCE:** The APCD shall make available to employees a Cafeteria Plan qualified under Section 125 of the Internal Revenue Code, known as the Flexible Benefit Program which includes medical, vision and dental coverage. The APCD shall contribute toward the cost of the program an amount as approved by the APCD Board, an appropriate contribution according to the following Tiered structure with the first tier being for an “Employee Only” designation, the second tier being for an “Employee, plus One” designation, and the third tier being an “Employee, plus Family” designation. The biweekly payments shall be made according to the following schedule contingent upon tier:

Tier	Effective pay period 20-04, January 26, 2020:	Effective pay period 20-26, November 29, 2020:	Effective pay period 21-26, December 12, 2021:
Tier 1, Employee Only	\$447	\$472	\$497
Tier 2, Employee +1	\$522	\$572	\$622
Tier 3, Employee + Family	\$547	\$642	\$737

No modifications or exceptions shall be made to the provisions of the Program except that pay reduction may also be allocated as specified in the Flexible Benefits Program document. The information in this section was formerly included in Appendix B in past Resolutions.

Sec. 502 **CONTINUATION OF HEALTH PLAN:** It is the APCD’s intent to fully comply with the provisions of both the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and the California Pregnancy Disability Leave Law (PDL). Notwithstanding the requirements of either act, should an employee exhaust sick leave and annual leave and go on leave of absence without pay, the APCD agrees to continue to make its contribution to the health insurance plans for seven biweekly pay periods provided, however, that any such biweekly period covered pursuant to this provision shall be credited towards, and not considered to be in addition to, any requirement of the FMLA, CFRA, or PDL. APCD contributions toward flexible spending accounts or cash options in the Flexible Benefit Program will not continue during such leave of absence. The number of hours of compensation upon which payment of this premium is based shall be the number of hours compensated in the biweekly pay period immediately preceding the placement of the employee on leave of absence without pay.

Sec. 503 **RETIREE HEALTH INSURANCE:** Employees retired from APCD service shall be eligible to purchase health insurance at rates based on pooled active employee and retiree experience until the retiree is eligible for Medicare. No employee or retiree shall become entitled to a vested right

under this section. The APCD reserves the right to eliminate this benefit at any time in its sole discretion.

Sec. 504 **RETIREE HEALTH PREMIUM COVERAGE:** Notwithstanding any other provision in this Article, the APCD shall contribute an amount for the purpose of health plan premium payments to non-probationary employees covered by this resolution who retire after July 1, 1999, under Ventura County's retirement plan administered by the Ventura County Employee's Retirement Association. The amount of the APCD's contribution to such retirees shall be equal to the monthly equivalent of the premium charged to active employees for the Ventura County Health Care Plan "VCHCP." Payment of the established amount shall be made directly to the retiree. A retiree's eligibility to receive such health premium allowance shall be based upon the retiree's longevity as an employee of the County of Ventura and APCD as follows: for every five (5) full years of service with the APCD/County of Ventura the retiree shall be entitled to one year of health premium allowance; provided, however, that in no event shall the health premium contribution extend beyond five years from the date of retirement.

The above provisions apply only to employees covered by the Management Resolution before March 9, 2010. The Air Pollution Control Board reserves the right to modify or eliminate this health premium allowance benefit at any time as it may apply to active employees.

Sec. 505 **PART-TIME EMPLOYEE FLEXIBLE CREDITS ALLOWANCES:** Effective pay period 13-26, December 8, 2013, subject to the terms of the plan document, the APCD shall contribute an amount not to exceed \$196.00 per biweekly pay period towards the Cafeteria Plan for each part-time employee hired.

Effective pay period 14-26, December 7, 2014, subject to the terms of the plan document, the County shall contribute an amount not to exceed \$208.00 per biweekly pay period towards the Cafeteria Plan for each part-time employee hired.

The APCD shall contribute towards the Cafeteria Plan for each part-time employee per biweek as defined in the following structure:

Tier	Effective pay period 20-04, January 26, 2020:	Effective pay period 20-26, November 29, 2020:	Effective pay period 21-26, December 12, 2021:
Tier 1, Employee Only	\$313	\$330	\$348
Tier 2, Employee +1	\$365	\$400	\$435
Tier 3, Employee + Family	\$383	\$449	\$516

For purposes of this Article only, part-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty (60) hours per biweekly pay period.

No modifications or exceptions shall be made to these provisions except that pay reduction may also be allocated as specified in the plan document.

ARTICLE 6 OTHER COMPENSATION

- Sec. 601 **MILEAGE REIMBURSEMENT:** Employees who are required to use their personal vehicle for APCD business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.
- Sec. 602 **EXPENSE REIMBURSEMENT:** See APCD Policies and Procedures Manual.
- Sec. 603 **MEDICAL MAINTENANCE EXAMINATION:** A medical examination program shall be provided for all management and Unit UO and may be performed by Employee Health Services or by their personal physician, at the employee's option.
- A. Medical maintenance examination, basic physical and medically necessary laboratory tests may be provided by Employee Health Services or the employee's personal physician. Examinations must be of a diagnostic nature in order to be reimbursed. Examinations/laboratory tests that are covered include:
1. Basic Physical
 2. Diagnostic Imaging
 3. Cancer testing
 4. Cardiovascular and pulmonary testing
 5. Allergy testing
 6. Laboratory testing
- B. Costs of additional tests and/or treatment recommended or required as a result of symptoms identified during these examinations shall be the responsibility of the employee. These additional costs, may be covered under the employee's medical plan.
- C. Employees are eligible for an examination according to the schedule below:
- | | |
|--------------------|----------------------|
| Under 40 years | Once every 36 months |
| 40-44 years | Once every 24 months |
| 45 years and older | Once every 12 months |
- D. When an employee has the examination provided by their personal physician, incurred expenses in excess of those covered by the

employee's medical plan, not to exceed \$1,200, shall be eligible for reimbursement.

- E. In order to be reimbursed, eligible employees must submit a General Claim form to the Wellness Office. The claimant should write "Medical Maintenance Exam" under "Itemized Demand in Detail" and include receipts showing the specific diagnostic exam, date of service, cost, and health care provider. If the claim is approved as meeting the diagnostic requirement, the Wellness Program shall remove any confidential information from the claim and return the redacted claim form to the employee. The employee must submit the redacted form to his/her fiscal department for authorization of payment.

Sec. 604 **LIFE INSURANCE:**

- A. The APCD shall provide a fully paid life insurance policy to all employees covered by this Resolution in the amount of fifty thousand dollars (\$50,000). Additional group term life insurance may be purchased. The above-described life insurance is only in effect as long as APCD employment continues.
- B. Accidental Death Benefits: In addition to the life insurance provided herein, the designated beneficiary of any employee killed as the result of an on-duty accident while (1) in an aircraft operated by the County's Public Safety Aviation Unit shall be entitled to receive \$500,000 in accidental death policy benefits. Policies shall be maintained by the County's Risk Management Department.

Sec. 605 **PROFESSIONAL MEMBERSHIPS:** The APCO/EO is entitled to APCD-paid membership in professional organizations related to his position. In addition, employees covered by this Resolution shall be entitled to payment up to a maximum of one hundred fifty dollars (\$150) per fiscal year for membership fees to a job-related professional organization. Organizations eligible are in addition to those required by the APCO/EO.

The APCO/EO may authorize payment in excess of the \$150 allowable reimbursement if the additional professional membership(s) is in the best interests of the APCD.

Sec. 606 **PROFESSIONAL REGISTRATION, AND LICENSING:**

- A. Employees who are registered or licensed by the California State Board of Professional Engineers and Land Surveyors shall receive an incentive equivalent to five percent (5%) of their base pay per bi-weekly pay period, not to exceed eighty (80) hours compensated per pay period.

B. The APCD shall pay the cost of renewing the following licenses, certificates, or registration issued by the State of California:

1. Professional Engineer
2. Certified Public Accountant

This benefit shall be limited to regular, full-time employees.

Sec. 607 ***Certified Public Accountant:*** Full-time accounting, auditing and equivalent positions (as determined by the Auditor-Controller), except for elected officials, who are accredited as Certified Public Accountants shall receive an additional five percent (5%) of their Base Salary.

The certification as a California Certified Public Accountant must remain valid and current in order to receive such benefit. The APCD will not pay such benefit for the period which a lapsed certification has been renewed retroactively.

Sec. 608 **PERSONAL PROPERTY REIMBURSEMENT POLICY:** Employees who have an item of personal property lost, damaged, or stolen while in the line of duty and through no fault of their own shall be eligible for reimbursement in accordance with applicable provisions of the County Administrative Manual and the APCD Policies and Procedures Manual.

Sec. 609 **EDUCATIONAL INCENTIVE PAY:**

A. Employees shall receive an additional percentage of their Base Salary for educational attainments not specifically required by the position pursuant to the official class specification maintained by Human Resources, as follows:

Associate Degree or equivalent License or Certificate	+ 2.5%
Bachelor Degree or equivalent License or Certificate	+ 3.5%
Graduate Degree or equivalent License or Certificate	+ 5.0%

B. Employees may receive only one form of educational incentive pay or premium pay as provided in Sections 607 and 609 and shall receive the form which provides the greatest incentive.

C. Incentives shall be granted pursuant to this section only after submission of appropriate documentation to, and approval by, the Director-Human Resources.

Sec. 610 **LONG TERM DISABILITY PLAN:** All regular full and part-time employees, who are scheduled and working 40 hours or more per bi-weekly pay period, except elected officials, shall be provided disability income protection with the following basic provisions:

- A. The long-term disability plan shall have a waiting period of thirty (30) calendar days before the benefits shall be extended to an employee. The benefits shall continue to a maximum of five (5) years for illness or injury. The maximum allowable benefit shall be sixty-six and two-thirds percent (66-2/3%) of monthly base salary to an eight thousand dollars (\$8,000) monthly maximum benefit, subject to the terms and conditions of the long-term disability plan.

Sec. 611 **GROSS-UP PROVISIONS:** Any of the following benefits which subsequently become subject to taxation will be paid at 133% of the benefit income received by the employee as determined by the IRS. This provision applies to the following benefits:

Flexible Benefit Plan

Textbook & Tuition Reimbursement Plan

Medical Maintenance Examination Reimbursement Program
Professional Memberships

Retirement Pick-up

401(k) Deferred Compensation Program

Sec. 612 **RECRUITMENT/RETENTION INCENTIVES:** In order to assist and facilitate the recruitment and retention of employees in management category, upon recommendation of the APCO/EO, the Director-Human Resources may grant credit for prior public service on a pro rata basis up to five years (not to exceed year-for-year), for the purpose of the application of benefits in Section 1202-A. In no case shall the application of this section cause the biweekly accrual rate to exceed 14.16 hours.

Sec. 613 **SAFETY SHOE REIMBURSEMENT:** Effective July 1st of each year, employees who have (1) completed their probationary periods; (2) are not entitled to uniform allowance under Section 611; and, (3) whom the APCO/EO has determined must wear safety shoes may be eligible to receive up to one hundred thirty-five dollars (\$135.00) each fiscal year as reimbursement towards expenses incurred for the purchase or maintenance of such shoes for wear on the job upon presentation of a receipt for purchase.

Employees who have not completed probation shall become eligible for reimbursement upon successful completion of probation. For purposes of this Section, the probationary period is defined in Article 16 of this

resolution. The payment of this reimbursement shall satisfy any obligation the APCD may have with respect to the provision of safety shoes.

Sec. 614 ***Standby Premium Pay and Callback:*** Should an FLSA non-exempt employee be placed on formal standby duty (as is meant under the FLSA), said employee shall be compensated for actual time on call at one-quarter (1/4) of his/her regular rate of pay/salary or at the State minimum wage, whichever is greater, and for time worked as a result of a callback to duty at his/her hourly wage when funds for such purposes have been specifically appropriated by the Board after specific inclusion in the department/agency budget. In no instance shall a callback to duty be considered as less than two (2) hours for pay purposes. No employee shall be paid for call back time and standby simultaneously. All employees excluded from the overtime provisions of these Articles are also excluded from the provisions of the section.

Sec 615 ***New Hire Incentive:*** Upon recommendation and approval of the AP Control Officer/Executive Officer, or his/her designee, and the APCD Board Standing Committee, an employee who is newly hired may receive a one-time New Hire Incentive of up to ten percent (10%) of the newly hired employee's current annual base wage. For purposes of this provision, "newly hired" means the employee was appointed from an open competitive recruitment and may not be a current employee or may not have been previously employed by the Ventura County Air Pollution Control District within the preceding 12 months. Further, the employee shall not be qualified for the benefits of this section if said employee received any other new hire incentive (e.g., relocation allowance). Subsequent to the aforementioned recommendation and approval, to be eligible to receive the New Hire Incentive, the employee must sign a written agreement, acknowledging and agreeing to the repayment stipulations. The incentive will be paid in one lump sum within two (2) pay periods of the recommendation and approval and submission of the required documentation. The incentive will be subject to state and federal taxes, as well as any applicable payroll deductions.

An employee who receives the New Hire Incentive must maintain employment within the Ventura County Air Pollution Control District and remain in a Management-represented classification for a minimum of 4,160 compensable hours from the date of hire.

If the employee is unable to satisfy the 4,160-hour requirement due to voluntary or involuntary separation, the employee is responsible for repayment of the New Hire Incentive that was paid on a pro rata basis as follows:

	Compensable Hours Completed	Pro Rata Repayment
Unclassified Employee	0 - 2,079	100%
Unclassified Employee	2,080 – 4,159	50%
Classified Employees	Probation Period Not Completed	100%
Classified Employees	Probation Period – 4,159 hours	50%

Sec 616 ***Employee Referral Incentive:*** Upon AP Control Officer/Executive Officer recommendation, and with the approval of the Director-Human Resources, employees shall be eligible to receive the Employee Referral Incentive. Employees who meet the below specified requirements will be eligible to receive a gross amount of five hundred dollars (\$500) per employee referral for classifications designated as eligible for the Employee Referral Incentive. The Director-Human Resources or his/her designee shall determine which positions are eligible to receive the Employee Referral Incentive.

The Employee Referral Incentive will be paid in one lump sum within two (2) pay periods of the referred employee completing the required probationary period. The Employee Referral Incentive is subject to state and federal taxes and any applicable payroll deductions.

The following criteria will be used in determining eligibility for payment of the Employee Referral Incentive:

- A. Referring employee must be an active regular full-time or part-time employee;
- B. The external candidate shall not be a current or former employee, consultant, intern, temporary or student placement who has worked at the County within the last 12 months from the date of posting of the vacancy;
- C. The Employee Referral Incentive will be paid upon the completion by the referred external candidate of the required probationary period;
- D. The referred employee must identify one referring employee on their online application and the referring employee must notify the assigned recruiter of the referral. Award payments will not be split among multiple current employees.

The following listed employees are ineligible for the Employee Referral Incentive program; however, this list is not exhaustive and any employee involved in the assessment or decision-making process of the referred vacancy will be ineligible to receive the Employee Referral Incentive payment.

- A. All Human Resources Recruiters;
- B. Hiring Manager or second level managers, Directors, or any executive level employees; and,
- C. Oral Raters or any employee on the interview panel.

Sec 617 ***Employee Retention Incentive:*** Upon recommendation and approval of the AP Control Officer/Executive Officer, or his/her designee, and the APCD Board Standing Committee, an employee may be eligible for an Employee Retention Incentive. To be eligible to receive an Employee Retention Incentive, an employee must be a high performing employee, an employee with a specialty skill, and/or an employee in a position designated by the Ventura County Air Pollution Control District to be difficult-to-retain, and who has been offered, and is considering, employment outside of the Ventura County Air Pollution Control District.

Employees who wish to be considered for an Employee Retention Incentive must submit verifiable proof of their employment offer from an employer other than the Ventura County Air Pollution Control District, with a base wage that is higher than their current rate of pay. A verifiable copy of an offer letter, an email from a representative of the prospective employer, or similar items containing the required wage information will be accepted as proof. The amount of the Employee Retention Incentive will be based upon the verified job offer and shall match the difference between the employee's current annual base wage and the amount of the offer, not to exceed ten percent (10%) of the employee's current annual base wage.

If approved, the incentive will be paid in one lump sum within two full pay periods of the approval of the incentive. The incentive will be subject to state and federal taxes, as well as any applicable payroll deductions.

To be eligible for the Employee Retention Incentive, an employee must be in good standing, have passed probation, and must sign a written agreement acknowledging and agreeing to the repayment stipulations above.

Employees shall only be eligible for one Employee Retention Incentive within a 24-month period.

An employee who accepts an Employee Retention Incentive must maintain employment with the Ventura County Air Pollution Control District for a minimum of 4,160 compensable hours.

If the employee is unable to satisfy the 4,160-hour requirement due to voluntary or involuntary separation, the employee will be responsible for re-payment of the paid Employee Retention Incentive on a pro rata basis as follows:

Compensable Hours Completed	Pro Rata Repayment
0 - 2,079	100%
2,080 – 4,159	50%

ARTICLE 7 TEXTBOOK AND TUITION REIMBURSEMENT

- Sec. 701 **PURPOSE:** To provide a program whereby permanent and probationary employees of the APCD are reimbursed for the costs of textbooks, tuition, registration, examination fees, and laboratory fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time. Time off from work must be approved in advance.
- Sec. 702 **ELIGIBLE EMPLOYEES:** Permanent, probationary, full-time and part-time employees (on a pro rata basis) are eligible to participate in this program.
- Sec. 703 **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 APCD service.
 - B. Job-related graduate course work is eligible for reimbursement.
 - C. Courses must be satisfactorily completed. At least a grade of "C" or its equivalent is required for reimbursement for graded classes.
 - D. Job-related seminars and workshops shall be eligible for reimbursement.
 - E. Courses must be offered by a school recognized by the State of California, the Department of Health, Education and Welfare, or the Veteran's Administration, unless otherwise provided in this Article.
 - F. Seminars and workshops directly job-related are eligible if offered in conjunction with a recognized college, educational institution, professional organization, or County training facility. The course work must be recommended and approved by the APCO/EO or his designee.
 - G. Self-study courses or those that prepare for licensure and are job-related may be covered if approved by the APCO/EO and the Director-Human Resources.
 - H. Job-related examination fees when approved by the APCO/EO.
- Sec. 704 **COURSES NOT ELIGIBLE FOR REIMBURSEMENT:**
- A. Those which duplicate in-service training.
 - B. Those which duplicate training the employee has already received.

Sec. 705 **TEXTBOOK AND TUITION REIMBURSEMENT:**

- A. Tuition Reimbursement - The APCD shall, subject to reasonable budgetary control, and unless otherwise designated in this Resolution, provide for one hundred percent (100%) reimbursement of tuition for off-duty, job-related, recognized courses or graduation fees up to a maximum of two thousand dollars (\$2,000) per fiscal year for management employees and employees in Unit (UO), and one thousand dollars (\$1,000) per fiscal year for confidential clerical employees in accordance with the provisions of this Article. This benefit is to be applied in the fiscal year in which the course work is completed. The APCO/EO shall not authorize expenditures in excess of the maximum.
- B. Advanced Reimbursement - Reimbursement may be made to employees prior to the beginning of the course. New employees, however, will not be reimbursed until they have completed six (6) months of APCD employment. If the course is not satisfactorily completed, the employee shall reimburse the APCD for all monies received. If an employee terminates prior to completion of the course, the monies must be reimbursed to the APCD.

Sec. 706 **COSTS NOT COVERED:** In terms of both time and money, the following costs are not covered by this program:

- A. Courses must generally be taken on the employee's own time, on compensatory time, vacation time, or administrative leave approved in advance by the APCO/EO or his designee. APCD Managers 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 APCD.
- D. Costs for which reimbursement is received from other sources.
- E. Conventions and conferences, not qualifying as a "course," are not covered by this reimbursement program.

Sec. 707 **TEXTBOOK AND TUITION PROGRAM ADMINISTRATION:** The APCO/EO is responsible for the administration of this program. Applications for reimbursement must be received by the APCO/EO prior to the first-class session. An official record of grades, certificate of satisfactory completion, and receipts must be received by the APCO/EO within ninety (90) days after the last class session. New employees will not be reimbursed until they

have completed thirteen (13) biweeks of APCD employment. The Director-Human Resources may develop such forms and additional procedures which he/she deems necessary to accomplish the intent of this textbook and tuition program. Applications for the APCO shall be submitted to the APCD Board for approval.

Employees who successfully complete approved courses and the amount of available textbook and tuition reimbursement does not cover the entire cost of said courses may submit a request for reimbursement of the uncovered expenses for an additional two fiscal years.

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

ARTICLE 8 HOURS OF WORK

- Sec. 801 **NORMAL 80 HOUR BIWEEKLY WORK PERIOD:** Except as may be otherwise provided, the official biweekly work period of the APCD shall be ten (10) working days of eight (8) hours each. It is the duty of the APCO/EO to arrange the work of his/her department or agency so that each regular employee therein shall work no more than ten (10) days in each biweekly period, except that the APCO/EO may require any employee in his/her department to temporarily perform service in excess of ten (10) days per biweekly period, when public necessity or convenience so requires. The provisions of this Article are intended to define the normal work period and do not guarantee a minimum number of hours of work. APCD retains its right to relieve employees from duty because of lack of work or for other legitimate reasons.
- Sec. 802 **OTHER ALLOWABLE WORK PERIODS:** The APCO/EO may assign an employee to any other schedule which aids the Agency's ability to serve the public if such schedule is not a violation of State or Federal Law or Regulation.

ARTICLE 9 OVERTIME FOR CONFIDENTIAL CLERICAL EMPLOYEES

Sec. 901 **DEFINITION:**

- A. "Hours Worked" shall include only those hours actually worked and does not include any paid leave.
- B. "Time Worked" shall include all hours actually worked, as well as all paid leave.
- C. "Base Rate of Pay" shall mean the employee's hourly rate of pay excluding any premiums, incentives, add-ons or roll ups.
- D. A confidential employee is an employee who has access to confidential information in employee relations matters and is identified in Exhibit I as CC.

Sec. 902 **POLICY LIMITATION ON OVERTIME:** It is APCD's policy to avoid the necessity for overtime 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 the APCO/EO Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.

Sec. 903 **COMPENSATION FOR OVERTIME HOURS WORKED:**

- A. Non-exempt employees shall be compensated for Hours Worked in excess of forty (40) in the designated 168-hour work period as required by the Fair Labor Standards Act.
- B. Non-exempt employees shall be compensated for Time Worked in excess of forty (40) in the designated 168-hour work period in cash at one and one-half (1 ½) times the employee's Base Rate of Pay minus the percentage increase to the Base Rate of Pay due to the offset described in section 1901(B).

Sec. 904 **HOURS WORKED IN EXCESS OF NORMAL WORK DAY:** Employees who work more than their normal working hours during a given day may be authorized by their supervisor to take equivalent time off during the same work week. The supervisor shall attempt to schedule the time off at a time agreeable to the employee.

ARTICLE 10 ADMINISTRATIVE LEAVE

- Sec. 1001 **PURPOSE:** To provide for granting time off with pay for employees who are not eligible to be compensated for overtime.
- Sec. 1002 **ELIGIBLE EMPLOYEES:** Any employee whose position is excluded by the Fair Labor Standards Act (FLSA) from accruing and being compensated for overtime is eligible for administrative leave.
- Sec. 1003 **GRANTING OF ADMINISTRATIVE LEAVE:** Employees shall be granted paid administrative leave in no less than full day increments upon approval of their supervisor in accordance with the APCD Policies and Procedures.
- Sec. 1004 **PAYMENT FOR OVERTIME WORKED:** Nothing herein shall prevent the payment of straight-time compensation to employees eligible for administrative leave in times of stress or unusual workload situations. Such compensation shall require the authorization of the APCD Board.
- Sec.1005 **USE, ACCRUALS, AND RECORD KEEPING:** Employees exempt from overtime shall not accrue or record hours worked beyond the regular workday or biweekly work period. Employees exempt from overtime shall be eligible to receive administrative leave for personal business in addition to vacation, sick leave, annual leave, and holidays. Administrative leave is not an accrual and has no cash value. It is not earned, but is allowed exempt employees, subject to supervisory scheduling.

ARTICLE 11 HOLIDAYS

Sec. 1101 **HOLIDAY POLICY:** Paid holidays shall be authorized only for regular full and part-time, provisional employees, and enrollees in training and work programs. To be entitled to pay for such paid holidays, an employee must be entitled to compensation for his/her regularly scheduled shift, both the day before and after such paid holiday.

Sec. 1102 **PAID ASSIGNED HOLIDAYS:**

- A. New Year's Day, January 1;
- B. Martin Luther King Day, the third Monday in January;
- C. President's Day, the third Monday in February;
- D. Memorial Day, the last Monday in May;
- E. Independence Day, July 4;
- F. Labor Day, the first Monday in September;
- G. Veterans Day, November 11, effective 2014
- H. Thanksgiving Day, the fourth Thursday in November;
- I. Day After Thanksgiving;
- J. Christmas Day, December 25;
- K. And every day appointed by the President of the United States or Governor of the State for public fast, thanksgiving, or holiday, when specifically authorized by the Board of Supervisors.

Sec. 1103 **OBSERVANCE:** If a paid, assigned holiday falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If a paid, assigned holiday falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. For those employees regularly scheduled to work Saturday and/or Sunday, the paid assigned holiday shall be the day on which the holiday actually occurs.

Sec. 1104 **FLOATING HOLIDAY:**

- A. In addition to the holidays listed in Section 1102, effective January 1, 1997, and January 1st of each year thereafter, each permanent, full-time employee covered under the terms of this Resolution shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours. Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted.

Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above.

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

- B. Regular, part-time employees shall be granted the leave provided under (A) above on a pro rata basis.

Sec. 1105 **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 that biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. Holidays for part-time employees shall be pro-rated based upon the total number of hours regularly worked. 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.

Sec. 1106 **WORK ON HOLIDAYS:** Effective June 27, 2010, pay and compensatory time for holiday work shall be limited by the overtime provisions of this Resolution except when exempt employees are mandated to work on a holiday, they shall receive their regular salary and have the number of hours regularly scheduled to work on that day added to their Holiday bank. Any regular, full-time or part-time employee assigned an eighty (80) hour biweekly work period who is required to work on a paid assigned holiday shall receive credit for the time actually worked. Any such employee whose regularly scheduled day off falls on a paid, assigned holiday, shall be credited with Holiday leave hours equivalent to the number of hours usually scheduled for on that day but credit shall in no case exceed twelve (12) hours. Each holiday banked shall be used within twelve (12) months of banking such hours and shall have no cash value.

ARTICLE 12 PAID LEAVE

Sec. 1201 **PURPOSE:** To provide a leave policy, which prescribes the manner in which leave is accrued and utilized. Leave is authorized for only regular full-time, provisional, and part-time employees.

Sec. 1202 **ANNUAL LEAVE ACCRUAL:** Annual leave is earned according to each biweekly pay period of service commencing with the employee's initial anniversary date assigned an employee during his/her latest period of APCD employment according to the following schedule. Absence or time not worked and part-time employment shall cause said pay period's accrual of annual leave credits to be reduced on a pro rata basis.

A. **EXECUTIVE ANNUAL LEAVE** - (Applicable only to positions shown in Exhibit 1 in benefit categories 1 and 2 and exempt from Civil Service).

<u>YEARS OF COMPLETED SERVICE</u>	<u>ANNUAL LEAVE ACCRUAL</u>
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Less than 5	9.54 hrs = 248.04 hrs/year
5 - 10	11.08 hrs = 288.08 hrs/year
10 - 15	12.62 hrs = 328.12 hrs/year
15 years or more	14.16 hrs = 368.16 hrs/year

B. **OTHER EMPLOYEES LEAVE** - For employees (except those covered in subparagraph A of this section).

Less than 5	8.00 hrs = 208 hrs/year
5 or more	11.08 hrs = 288.08 hrs/year

Sec. 1203 **ANNUAL USAGE:** During the first twenty-six (26) pay periods of employment, employees shall use no less than forty (40) hours of annual leave; and thereafter employees shall use no less than eighty (80) hours of annual leave in each succeeding calendar year of employment. While on annual leave or sick leave an employee shall be compensated and receive benefits at the same rate as if he/she were on the job.

Sec. 1204 **MAXIMUM ACCRUAL:**

A. Effective July 3, 2005, the maximum number of hours that an employee can accumulate shall be 880 hours.

B. Annual Leave Credit Accumulation During a Natural Disaster: Effective March 22, 2020, during a natural disaster, as defined in Section 1804 of the Ventura County Personnel Rules and Regulations and as declared by the Ventura County Board of Supervisors, employees shall, notwithstanding the accrual limits set forth above, be permitted to continue to accrue annual leave hours

of up to 60 hours in excess of the applicable maximum annual leave credit accrual limit. Such accruals in excess of the applicable maximum annual leave credit accrual limit may occur only during the period of the declare natural disaster and in no case shall the total number of accrued hours of any employee exceed 60 hours over the applicable maximum accrual limit, as set forth above.

Within six months from the date of the end of the natural disaster, any employee who was permitted under this subsection to accrue annual leave hours in excess of the maximum accrual limit set forth above, shall draw down (by use for paid time off or cash redemption pursuant to Sec. 1205, 1206, and 1207 below) their accrued annual leave hours that are in excess of the maximum accrual limit set forth above, or lose the value of all hours in excess of that maximum accrual limit.

Sec. 1205 **ANNUAL LEAVE REDEMPTION:** Employees hired and covered by this Resolution before October 10, 2004, may elect to receive pay in lieu of annual leave subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of annual leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash.
- B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of a combined annual maximum of one hundred sixty (160) hours of annual leave, or two hundred (200) hours of annual leave for those with five (5) or more years of County/APCD service, as compensation as prescribed in Section 1212 of this resolution. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.

A temporary exception to the above requirement that only annual leave hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the APCD in the calendar year in which the annual leave will be cashed-out. As such, if an employee has accrued less annual leave in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out annual leave hours carried over from a prior calendar year, if and only if the following conditions are met:

1. At the time the employee made an irrevocable election to receive cash in lieu of annual leave, the employee submitted a notice of intent to retire in the calendar year in which the annual leave will be cashed-out.
2. At the time the employee makes a request for cash out payments to be paid, the employee submit an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.

- C. An employee must use eighty (80) hours of annual leave during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, "use" shall mean actually taking time off work and being paid annual leave pay for such time off. If the employee has not used the required eighty (80) hours of annual leave, the cash-out request shall be denied. If an employee is unable to cash-out by the final payroll processing period of the year because the employee has not used the required eighty (80) hours in the preceding twelve (12) months, the employee shall, for tax purposes, be considered to have had the unlimited right to cash out the amount of accrued annual leave the employee had elected to redeem for cash.

If an employee is unable to meet the eighty (80) hour usage requirement necessary to cash-out annual leave by the end of the election year as a result of the denial of a written request (or requests) to use annual leave, the employee's election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the annual leave hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours requested in the denials and actual annual leave hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller's Office at the time the request is made to void the election.

- D. If an employee fails to request payment for the total annual leave hours elected for cash-out, the employer shall unilaterally cash out the elected annual leave hours to the extent that an employee has accrued annual leave available before December 31 of the calendar year.

- E. Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.
- F. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem annual leave for pay in the subsequent calendar year.
- G. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem annual leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, “unforeseeable emergency” means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee’s spouse, or a dependent of the employee, loss of the employee’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee’s assets (to the extent that liquidation of the employee’s assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller’s office in its sole discretion.
- H. The Ventura County Human Resources Division and Auditor-Controller’s Office shall develop forms and procedures for implementation of this program.
- I. Employees covered by this Resolution who, as a result of a change in a bargaining unit represented by a recognized employee organization pursuant to Article 20 of the Ventura County Personnel Rules and Regulations, shall be permitted to redeem annual leave under provisions of this Resolution for up to thirty-six (36) months subsequent to that change.
- J. Redemption requests that are processed outside the normal payroll cycle will be calculated at the pay rate in effect during the prior pay period. The check issue date shall determine the applicable period to credit such redemption for the purpose of determining compliance with this section.

Sec. 1206 **ANNUAL LEAVE REDEMPTION:** Employees hired and covered by this resolution on or after October 10, 2004, may elect to receive pay in lieu of annual leave subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of annual leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash.
- B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of a combined annual maximum of one hundred sixty (160) hours of annual leave as compensation as prescribed in section 1212 of this resolution. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.

A temporary exception to the above requirement that only annual leave hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the APCD in the calendar year in which the annual leave will be cashed-out. As such, if an employee has accrued less annual leave in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out annual leave hours carried over from a prior calendar year, if and only if the following conditions are met:

- 1. At the time the employee made an irrevocable election to receive cash in lieu of annual leave, the employee submitted a notice of intent to retire in the calendar year in which the annual leave will be cashed-out.
 - 2. At the time the employee makes a request for cash out payments to be paid, the employee submits an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
 - 3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.
- C. An employee must use eighty (80) hours of annual leave during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, "use" shall mean actually taking time off

work and being paid annual leave pay for such time off. If the employee has not used the required eighty (80) hours of annual leave, the cash-out request shall be denied. If an employee is unable to cash-out by the final payroll processing period of the year because the employee has not used the required eighty (80) hours in the preceding twelve (12) months, the employee shall, for tax purposes, be considered to have had the unlimited right to cash out the amount of accrued annual leave the employee had elected to redeem for cash.

If an employee is unable to meet the eighty (80) hour usage requirement necessary to cash-out annual leave by the end of the election year as a result of the denial of a written request (or requests) to use annual leave, the employee's election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the annual leave hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours requested in the denials and actual annual leave hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller's Office at the time the request is made to void the election.

- D. If an employee fails to request payment for the total annual leave hours elected for cash-out, the employer shall unilaterally cash out the elected annual leave hours to the extent that an employee has accrued annual leave available before December 31 of the calendar year.
- E. Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.
- F. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem annual leave for pay in the subsequent calendar year.
- G. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem annual leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary

and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller's office in its sole discretion.

- H. The Ventura County Human Resources Division and Auditor-Controller's Office shall develop forms and procedures for implementation of this program.
- I. Redemption requests that are processed outside the normal payroll cycle will be calculated at the pay rate in effect during the prior pay period. The check issue date shall determine the applicable period to credit such redemption for the purpose of determining compliance with this section.

Sec. 1207 **ANNUAL LEAVE REDEMPTION:** Employees hired and covered by this resolution on or after June 12, 2012, may elect to receive pay in lieu of annual leave subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of annual leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash.
- B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of a combined annual maximum of one hundred (100) hours of annual leave at the current base rate of pay. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.

A temporary exception to the above requirement that only annual leave hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the APCD in the calendar year in which the annual leave will be cashed-out. As such, if an employee has accrued less annual leave in a calendar year than

she/he wishes to cash-out at a given time, the employee may cash-out annual leave hours carried over from a prior calendar year, if and only if the following conditions are met:

1. At the time the employee made an irrevocable election to receive cash in lieu of annual leave, the employee submitted a notice of intent to retire in the calendar year in which the annual leave will be cashed-out.
2. At the time the employee makes a request for cash out payments to be paid, the employee submit an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.

- C. An employee must use eighty (80) hours of annual leave during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, "use" shall mean actually taking time off work and being paid annual leave pay for such time off. If the employee has not used the required eighty (80) hours of annual leave, the cash-out request shall be denied. If an employee is unable to cash-out by the final payroll processing period of the year because the employee has not used the required eighty (80) hours in the preceding twelve (12) months, the employee shall, for tax purposes, be considered to have had the unlimited right to cash out the amount of accrued annual leave the employee had elected to redeem for cash.

If an employee is unable to meet the eighty (80) hour usage requirement necessary to cash-out annual leave by the end of the election year as a result of the denial of a written request (or requests) to use annual leave, the employee's election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the annual leave hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours requested in the denials and actual annual leave hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller's Office at the time the request is made to void the election.

- D. If an employee fails to request payment for the total annual leave hours elected for cash-out, the employer shall unilaterally cash out

the elected annual leave hours to the extent that an employee has accrued annual leave available before December 31 of the calendar year.

- E. Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.
- F. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem annual leave for pay in the subsequent calendar year.
- G. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem annual leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, “unforeseeable emergency” means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee’s spouse, or a dependent of the employee, loss of the employee’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee’s assets (to the extent that liquidation of the employee’s assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller’s office in its sole discretion.
- H. The Human Resources Division and Auditor-Controller’s Office shall develop forms and procedures for implementation of this program.
- I. Redemption requests that are processed outside the normal payroll cycle will be calculated at the pay rate in effect during the prior pay period. The check issue date shall determine the applicable period to credit such redemption for the purpose of determining compliance with this section.
- J. Section 1207 only applies to employees hired into an APCD position on or after June 12, 2012.

- K. The APCD Board reserves the right to modify or eliminate this annual leave redemption benefit at any time.

Sec. 1208 **ADVANCED ANNUAL LEAVE CREDIT:** New regular, full-time employees shall receive advanced annual leave credit as follows: seven (7) biweekly pay periods of annual leave accrual as of the date of hire. Said annual leave advancement shall be balanced upon completion of seven (7) biweekly pay periods of service or upon earlier separation.

Sec. 1209 **PRIOR SICK LEAVE ACCRUALS:**

- A. Current sick leave balances shall be frozen as of August 7, 1977 (October 28, 1990, for employees in classifications previously represented by the Social Services Supervisory Unit). Sick leave may be used until the sick leave balance is exhausted. Payment for unused sick leave will be made as follows:
 - 1. Upon retirement or termination, except for cause, after 10 years continuous County and/or APCD service - 25%.
- B. Employees requesting time off for illness or injury may use accumulated sick leave prior to using annual leave.
- C. Remaining sick leave credits shall be allowed to an employee for absence from duty because of serious illness or injury of members of his/her immediate family.
- D. Payments made under the provisions of this Section shall be calculated at the salary rate in effect at the time the payment is made according to the provisions of Section 1209.

Sec. 1210 **ANNUAL LEAVE USAGE:** Annual leave may be utilized to restore pay otherwise lost due to absence from work for personal reasons or illness.

- A. The APCO/EO shall be responsible for scheduling the annual leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the APCD. The APCO/EO shall determine when annual leave will be taken. Absence from work by the APCO/EO shall cause annual leave balances to be reduced proportionately unless administrative leave is utilized.
- B. In addition, when unscheduled usage of annual leave occurs, verification of reason for absence may be required from the employee. Any person absent from work shall notify the APCO/EO on the first (1st) day of such leave and as often thereafter as directed by the APCO/EO.
- C. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of the APCO/EO 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 APCD expense.

- D. Section 1208(B) and 1208(C) shall also apply to use of existing sick leave accruals.

Sec. 1211 **PAYOFF UPON RETIREMENT OR TERMINATIONS:** Any regular employee who terminates or is terminated shall be paid at the same rate as the last day worked or last day of approved leave with pay, according to the provisions of Section 1210.

Sec. 1212 **RATE OF PAY FOR ANNUAL LEAVE REDEMPTION:** Annual leave redemption shall be calculated at the rate of compensation an employee would have received if they had been on the job. In addition to Base Salary this includes:

- Article 4 Section 401 (Bilingual Pay);
- Article 5 Section 501 (Health Insurance);
- Article 6 Section 606(A) (Professional License);
- Article 6 Section 607 (CPA);
- Article 6 Section 609 (Educational Incentive);
- Article 12 Section 1202 (Annual Leave Accrual Rate);
- Article 19 Section 1901(A) (effective July 6, 2014, this section shall no longer apply)
- Article 19 Section 1901(D) (Deferred Compensation)
- Article 19 Section 1902 (30 Year Incentive)

Sec. 1213 **ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY:** An employee who is entitled to Total Temporary Disability (TTD) indemnity under Division 4 or Division 4.5 of the Labor Code shall accrue annual leave during the period he/she receives temporary disability indemnity.

Sec. 1214 **RETENTION OF EXCESS ACCRUALS:**

- A. Employees covered by this Resolution who, as the result of a change in classification, are included in a bargaining unit represented by a recognized employee organization pursuant to Article 20 of the Ventura County Personnel Rules and Regulations, and who have accrued annual leave hours in excess of the annual leave/vacation

accrual maximums provided under the appropriate collective bargaining agreement, shall be permitted to maintain the number of hours equal to those accrued at the time of the change in status for a maximum period of five (5) years from the date on which the change occurred. If the employee's new class is eligible for vacation and sick leave, his/her annual leave accrued hours shall become vacation accrued hours and the employee shall accrue additional vacation hours at the rate specified for years of service in the collective bargaining agreement. Sick leave shall accrue from a zero balance, or shall be added to any existing prior sick leave balance.

- B. Employees who, as the result of administrative error, have incorrect annual leave or vacation accrual rates which are subsequently adjusted and whose maximum accrued hours are then in excess of those provided under the applicable Memorandum or APCD Board Resolution, shall be entitled to maintain such accruals pursuant to the provisions of (A), above.

ARTICLE 13 INDUSTRIAL LEAVE

- Sec. 1301 **PURPOSE:** To provide for a means of compensating employees while on industrial leave.
- Sec. 1302 **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 up to 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 APCO/EO and approved by the Worker's Compensation Claims Administrator.
- Sec. 1303 **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/her 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. 1304 **FULL PAYMENT FOR FIRST WEEK OF DISABILITY-HOSPITALIZATION:** If hospitalization of the employee is required from the first (1st) day of the accident or illness, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to his/her full, regular salary for the first (1st) week of disability if the conditions in Section 1303 are met.
- Sec. 1305 **SUPPLEMENT 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 as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to his/her full, regular salary for the first twenty-four (24) working hours of disability if the conditions in Section 1303 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. 1306 **USE OF OTHER LEAVE:** If the request for paid industrial leave is denied, the employee may elect to use accumulated annual leave to receive full compensation for the initial twenty-four (24) working hours following the accident or illness.
- Sec. 1307 **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/her accumulated sick leave/annual leave or accumulated vacation so as when added to his/her temporary disability indemnity, it will result in payment to him of his/her full salary.
- Sec. 1308 **EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY:** An employee who has exhausted his/her industrial leave with pay as provided in Section 1303 of this Resolution 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 Division 4.5 of the Labor Code.
- Sec. 1309 **ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY:** An employee who is on temporary disability leave of absence as provided in Section 1308 shall be entitled to accrue the same annual leave credits he/she would have normally accrued had he/she not been placed on temporary disability leave of absence without pay.
- Sec. 1310 **HOLIDAY ACCRUAL WHILE DISABLED:** An employee who is on temporary disability leave of absence without pay as provided in Section 1308 shall be entitled to accrue the same holiday credits he/she would have normally accrued had he/she not been placed on temporary disability leave of absence without pay. This contribution will cease at the time that an employee is moved into vocational rehabilitation.
- Sec. 1311 **HEALTH PLAN CONTRIBUTION:** For employees on temporary disability leave of absence without pay as provided in Section 1308, the APCD shall continue to make its contribution for the medical plan premium as long as said employee remains on temporary disability leave of absence without pay.
- Sec. 1312 **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 without pay.

Sec. 1313 **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 14 LEAVES OF ABSENCE

- Sec. 1401 **LEAVES OF ABSENCE - GENERAL POLICY:** Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training, assisting other public jurisdictions, or occupying a position in the exempt service, may be granted by the APCO/EO not to exceed one (1) year, when such leave is in the best interests of the APCD. Additional leave for the same purposes may be granted by the APCO/EO upon approval by the Director- Human Resources. 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. 1402 **NO LOSS OF RIGHTS OR BREAKS 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 APCD service.
- Sec. 1403 **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 thereto from the APCO/EO.
- Sec. 1404 **BEREAVEMENT LEAVE:**
- A. Any regular employee may be allowed to be absent from duty for up to three (3) working days without loss of pay because of the death of a member of his/her immediate family. When travel to distant locations or other circumstances requires absence in excess of three (3) consecutive working days, the APCO/EO may allow the use of accrued annual leave, or up to two (2) days of accrued sick leave to supplement the three (3) working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the current husband, current wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or registered domestic partner of an employee.
- Sec. 1405 **PREGNANCY DISABILITY LEAVE (PDL):** 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 APCO/EO 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 pregnancy disability 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 continued employment causes unreasonable risks of liability to the County; or,
- C. The employee is unable to satisfactorily perform her job duties.

Sec. 1406 **LENGTH OF PREGNANCY DISABILITY LEAVE (PDL):** A pregnancy disability leave of absence without pay may be granted by the APCO/EO up to a maximum of one (1) year.

Sec. 1407 **PARENTHOOD LEAVE:** Upon approval by the APCO/EO, 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 annual leave time has been applied toward the absence.

ARTICLE 15 PART-TIME EMPLOYEES

Sec. 1501 Benefits for employees designated as part-time who regularly work less than sixty-four (64) hours per biweekly pay period and who work less than one thousand six hundred sixty-four (1,664) hours per calendar year shall be limited to those specifically provided to part-time employees in this Resolution. Such benefits shall accrue on a pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80) in a biweekly pay period. This section shall not apply to employees involuntarily placed on a part-time schedule.

ARTICLE 16 PROBATIONARY PERIOD

Sec. 1601 **LENGTH OF PROBATIONARY PERIOD:** The probationary period is two thousand eighty (2,080) hours exclusive of overtime. If Federal, State, or local law requires a longer probationary period, such law shall prevail.

Sec. 1602 **EMPLOYEES WHO MUST SERVE PROBATIONARY PERIODS:** The following employees shall serve probationary periods:

1. Newly hired employees.
2. Employees who are promoted.
3. Persons appointed from reemployment or classification reinstatement eligible lists. However, persons reemployed following layoff or reinstated to a formerly held classification following a reduction in force who are so reemployed or reinstated within ninety (90) calendar days of such layoff or demotion and who are reemployed or reinstated with the agency/department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.
4. Persons appointed from APCD service reinstatement eligible lists.
5. Interdepartmental transfers who are on probation (Section 2004).

Prior service in an extra help or provisional status shall not be considered part of the probationary period.

Prior service in a training/work program shall be considered part of the probationary period only if such service was performed within the same classification and within the APCD.

Sec. 1603 **EXTENSION OF PROBATION PERIOD:** Employees serving a probationary period may request and the APCO/EO may authorize, on his/her own initiative, an extension of the probationary period of 1,040 hours. The APCO/EO shall notify the Director-Human Resources and the employee of any extension and the reasons therefore.

Sec. 1604 **PROBATIONARY PERIOD REVIEW:** Prior to the conclusion of a probationary period, the APCO/EO has the responsibility of reviewing the conduct, performance, responsibility, and integrity of each employee and determining whether the employee is fully qualified for permanent status. Performance evaluation reports for probationary employees shall be submitted the pay period following the completion of one thousand forty (1,040) hours of service. The Director-Human Resources shall notify the APCO/EO 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 APCD.

Sec. 1605 **RETURN TO PREVIOUS POSITION:** A promoted employee who is dismissed during his/her probationary period or an employee promoted to a position exempt from Civil Service who is dismissed, shall return to the position in which he/she held permanent status, if vacant, or any other vacant position in his/her former classification in the department/agency. If no such vacancy exists, every reasonable attempt will be made by the APCO/EO to retain the employee in an underfill capacity. Only if there is no vacancy and the APCO/EO is unable to make reasonable accommodation, the employee shall be placed on a leave of absence without pay not to exceed one (1) year and shall be granted the first position that becomes available in his/her former classification. The above provisions shall not apply if the cause for dismissal warrants dismissal from APCD service, the employee shall be entitled to appeal such action to the Civil Service Commission within ten (10) calendar days.

ARTICLE 17 PERFORMANCE REVIEWS

- Sec. 1701 **ADMINISTRATION OF EVALUATION PROGRAM:** Performance appraisal reports shall be prepared, discussed with each employee, and submitted to the Director-Human Resources the date that an increase may be due. Performance ratings and evaluations for the APCO/EO shall be made by the Standing Committee of the Air Pollution Control Board who shall provide their report to the Board. One (1) copy of each fully completed and signed report shall be given to the employee. The Director-Human Resources may develop such forms and additional procedures as deemed necessary to accomplish the intent of this program.
- Sec. 1702 **NATURE OF PERFORMANCE EVALUATIONS:** Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluation period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the Performance Evaluation Form for the employee to sign, signifying that he/she has read the supervisor's comments. Space will also be provided so that employees may give related comments relative to the performance evaluation. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the APCO/EO or to the Director-Human Resources. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee.
- Sec. 1703 **CONFIDENTIALITY OF PERFORMANCE EVALUATIONS:** Performance appraisal reports shall be confidential and shall be made available as required to the employee, APCO/EO, Director-Human Resources, and the Civil Service Commission.

ARTICLE 18 PERSONNEL FILE

- Sec. 1801 **EMPLOYEE ACKNOWLEDGEMENT OF MATERIAL PLACED IN PERSONNEL FILE:** No material relating to performance appraisal, salary action, or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his/her personnel file with an appropriate notation by the person filing it.
- Sec. 1802 **FULL RIGHT OF INSPECTION OF EMPLOYEE PERSONNEL FILE:** With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of his/her personnel file.

ARTICLE 19 ADDITIONAL EMPLOYEE BENEFITS

Sec. 1901 **DEFERRED COMPENSATION:** Employees may participate in the County's Deferred Compensation Program. The information in this section was formerly included in Appendix C in past Resolutions. The APCD shall contribute toward this program as specified below.

- A. **Employees Hired Prior To June 27, 2010:** Effective June 27, 2010, the APCD will pick up the retirement contribution on the first \$161.00 of compensation described as "Basic Rate 1" in VCHRP. The employee will pick up three (3) percentage points of the retirement contribution balance, (total retirement compensation earnings less the first \$161.00) described as "Basic Rate 2" in VCHRP. Example: If the retirement rate is five (5) percent, and total retirement compensation is \$2000, the employee will contribute three (3) percent of (\$2000 - \$161) and the APCD will contribute two (2) percent of (\$2000 - \$161).

Employees Hired On Or After June 27, 2010: Effective June 27, 2010, the APCD will pick up the retirement contribution on the first

\$161.00 of compensation described as "Basic Rate 1" in VCHRP. All newly hired employees covered by this resolution will pick up four (4) percentage points of the retirement contribution balance, (total retirement compensation earnings less the first \$161.00) described as "Basic Rate 2" in VCHRP. Example: If the retirement rate is five (5) percent, and total retirement compensation is \$2000, the employee will contribute four (4) percent of (\$2000 - \$161) and the APCD will contribute one (1) percent of (\$2000 - \$161).

For the purposes of taxation, this "pick-up" portion of the retirement contribution paid by the APCD under this Resolution shall not be regarded as ordinary income in accordance with Section 414, subdivision (h) of the United States Internal Revenue Code and Government Code Section 31581.2.

- B. Provisions of sub-section (A) shall no longer be in effect and the following shall apply:

Effective July 6, 2014, and in conjunction with the related salary "offset" proposal (as found immediately below):

1. The District shall no longer "pick-up" any employee's mandated pension contribution(s);
2. All employees shall pay/contribute $\frac{1}{2}$ of the actuarially-determined "normal" cost of retirement and thereafter such

“normal” retirement costs shall continue to be shared on a 50:50 basis; and,

In conjunction with the retirement proposal(s) immediately above, also effective on July 6, 2014, the salary/pay of employees affected by the proposed changes to retirement “pick-up” and 50:50 retirement cost sharing shall be increased as follows:

3. The percentage amount equal to the percentage value of eliminating any retirement pick-up;
4. The percentage value of employees participating in the 50:50 cost sharing of the normal cost of retirement contributions.

Employees covered by this Resolution that are Tier 1 Retirement members, shall receive a supplemental pay equal to the amount of the additional employee retirement contribution required of them as Tier 1 employees, which is over and above the approved salary range increases.

- C. All employees in positions assigned to Flexible Benefit Categories 1 and 2 shall be in the Ventura County Employees Retirement System Tier II effective October 16, 2001, and all other provisions of this Section made applicable thereto. Employees assigned to Flexible Benefit Categories 1 and 2 who prior to October 16, 2001, were in the Ventura County Employees’ Retirement System Tier I shall retain their Tier I status. The sole exception is that the successor APCO/EO (anticipated in August, 2002) shall be granted Tier I retirement.
- D. For employees who participate in the County-sponsored 401(k) deferred compensation plan, the APCD will match a part of employee’s contribution, on a pay period basis, according to the following schedule:

<u>Employee Contribution</u>	<u>APCD Match</u>
1%	1.00%
2%	1.50%
3%	1.75%
4%	2.00%
5%	2.50%
6% or more	3.00%

Only employees appropriately enrolled in a County-sponsored plan shall be entitled to benefits under this Section, subject to the following conditions:

1. The employee's individual contributions, and the total combined employer-employee contributions, shall not exceed legally established limits.
2. Should an employee reach his/her or her individual contribution limit before the end of the calendar year, the APCD shall nonetheless continue to contribute a 3% "APCD Match" to the employee's account for the remainder of the calendar year, provided that the employee remains employed by the APCD.
3. Should entitlement to APCD Match contributions be precluded by operation of the limit on total combined employer-employee contributions, the amount of the APCD Match lost shall be paid to the employee in cash in addition to Base Salary.
4. APCD contribution to the deferred compensation plan provided for in Section 1901(C) shall not qualify as any part of the employee's contribution specified in this Section.

This Section, as amended, is intended to clarify the County's existing 401(k) program.

- E. The APCD contribution to the deferred compensation plan will be made in accordance with terms of the official Ventura County Shared Savings Plan document.
- F. In determining the amount of contribution to the 401(k) plan under this Section, the following shall be considered in addition to Base Salary:

Article 4 - Sections 401 (Bilingual Pay);

Article 6 - Section 606(A) (Professional License);

Article 6 - Section 607 (CPA);

Article 6 - Section 609 (Educational Incentive);

Article 19 - Section 1901(A) (effective July 6, 2014, this section shall no longer apply);

Article 19 - Section 1901(D) (Deferred Compensation);
and

Article 19 - Section 1902 (30-Year Incentive)

- Sec. 1902 **RETIREMENT INCENTIVES - 30 YEAR EMPLOYEES:** Employees who have thirty (30) years or more of qualifying service and no longer contribute to the retirement system or qualified employees who, at their option, are not members of the Ventura County Employees Retirement System, shall be paid an amount equivalent to the percentage pickup paid on behalf of employees in the 30-year employee's membership classification (Example 2010: Safety = 7.97%; Tier I = 5.39%; Tier II = 2.48%) The amount may vary each year depending on the amount picked up for employees with less than 30 years of service.
- Sec. 1903 **SERVING AS WITNESS:** No deductions shall be made from the salary of an employee for an absence from work when subpoenaed to appear in court as a witness, other than as a litigant. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee. Any fee or compensation for the service itself must be returned to the APCD for any days of absence for which the employee receives salary as for a day worked, except that if such service occurred during the employee's vacation or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.
- Sec. 1904 **JURY SERVICE:** No deduction shall be made from the salary of an employee absent from work when required to appear in court as a juror; nor is it necessary to return the daily compensation issued to APCD employees for serving as a juror. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor.

ARTICLE 20 TRANSFERS

- Sec. 2001 **DEFINITIONS:** A transfer is a change from one department or agency to another in the same or similar classification, a change from one class to a similar class within the APCD, or from a County agency/department to APCD. The similar classification to which the employee wishes to transfer must be compensated at the same or lower hourly pay/salary rate as the classification from which the employee transfers.
- Sec. 2002 **MINIMUM QUALIFICATIONS:** A person must meet the minimum qualifications of the classification to which he/she is to be transferred.
- Sec. 2003 **SALARY RATE AND ANNIVERSARY DATE ON TRANSFER:** If the transfer occurs between the APCD and the County, there shall be no change in salary rate or anniversary date. Any regular employee may be transferred from one position to another in either the same classification or to one which has the same salary range. An employee so transferred shall retain his/her anniversary date.
- Sec. 2004 **PROBATION PERIOD ON TRANSFER:** If a transfer occurs between the APCD and the County Service, the employee shall not be required to serve another probationary period except that a person so transferred who has not completed his/her initial probationary period must serve a new probationary period.
- Sec. 2005 **APPROVAL OF TRANSFER:** All transfers must have the written approval of the appointing authorities concerned and the Director-Human Resources.
- Sec. 2006 **SALARY RATE AND ANNIVERSARY DATE ON INVOLUNTARY TRANSFER:** Whenever an employee is involuntarily transferred to a position in a different classification having the same salary range as his/her former position, he/she shall retain his/her salary rate and his/her anniversary date.
- Sec. 2007 **WRITTEN REQUEST FOR TRANSFER:** Any person wanting to transfer shall submit a request in writing to the Director-Human Resources indicating his/her desire to transfer, his/her present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 2008 **CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER:** Whenever the Director-Human Resources receives a request for certification of eligibles to an APCO/EO, 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 APCO/EO for consideration for appointment and shall be so notified. Such consideration shall be made in accordance with the provisions of the Ventura County Personnel Rules and Regulations.

Sec. 2009 **DURATION OF TRANSFER REQUEST:** A transfer request shall not be honored for more than one (1) year. In addition, a transfer request may not be honored and 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 APCD service as a regular employee.
- C. The person requests that his/her name be removed from consideration.
- D. The person refuses an offer of appointment.
- E. The person is refused appointment by three (3) appointing authorities/APCO/EO.
- F. The person fails to appear for a selection interview once he/she has been notified of his/her eligibility for consideration.

Sec. 2010 **CERTIFICATION/TRANSFER OF EXEMPT EMPLOYEES:** An employee who is exempt from the classified service and who, immediately prior to gaining exempt status, held status as a regular permanent or probationary employee in the APCD may, upon the Director-Human Resources' application screening pursuant to Section 508A of the Personnel Rules and Regulations, be placed on a Countywide Transfer List for any position(s) for which he/she is determined to be qualified.

ARTICLE 21 REDUCTIONS IN FORCE

Sec. 2101 **PURPOSE:** To provide a means by which employees covered by this Resolution are to be demoted or laid off when a reduction in force occurs.

Sec. 2102 **ORDER OF LAYOFF:** Employees shall be laid off in the following order:

- A. Extra help employees
- B. Provisional employees
- C. Fixed Term Employees
- D. Temporarily promoted employees
- E. Probationary employees
- F. Employees who, within the twenty-six (26) pay periods immediately prior to layoff, have received a disciplinary suspension of more than one day, or a demotion or reduction in pay equivalent to a suspension of more than one day. If an employee has been demoted as a result of this provision then, for further reduction in force decisions, such disciplinary action will not be considered.
- G. Permanent employees

Sec. 2103 **SENIORITY:** Seniority shall be determined by each employee's continuous APCD/County service. All uninterrupted employment with the APCD/County, including all time served as a provisional, probationary manpower working/training program, limited term, or regular, part-time employee, shall be counted as continuous APCD service seniority. Service as a part-time employee shall be pro-rated. A separation from the APCD service shall be the only cause for interrupting employment with the APCD. 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 and all seniority dates shall be adjusted by an amount of time equal to the time spent on such leave of absence.

Sec. 2104 **DETERMINATION OF LAYOFF:** The determination of which employee(s) shall be laid off shall be made by the APCO/EO on a classification by classification basis. The APCO/EO shall designate the classification(s) to be affected.

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 APCO/EO.

Whenever the APCO/EO believes that the best interest of the APCD requires the retention of a management employee with special qualifications, skills, abilities or fitness for his/her or her position, the APCO/EO may prepare a written request to the Director-Human Resources to grant an exception to the order of layoff.

- Sec. 2105 **TRANSFER IN LIEU OF DEMOTION:** A regular employee, including employees on probation as a result of a promotion, who is to be laid off shall have the right to transfer and/or voluntarily demote and transfer to any vacant position in APCD for which he/she is qualified. If the employee has not previously held permanent status in the classification to which he/she demotes and transfers, then the employee must serve a regular probationary period in the new classification. 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 vacancy. If the seniority status of these employees is equal, the APCO/EO shall have the right to fill such vacancy.
- Sec. 2106 **DEMOTION IN LIEU OF LAYOFF:** If there are no vacant positions to which a regular employee, including employees on probation as a result of a promotion, who is to be laid off can transfer and/or demote and transfer, then such employee shall have the right to demote to any class within the APCD in which that employee previously held permanent status. Bumping shall not be restricted to classes within the management and confidential classifications. Should an employee bump into a class represented by an employee organization, 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 demoted, then such layoff shall be made in accordance with the provisions of the agreement which is controlling for the classification.
- Sec. 2107 **REEMPLOYMENT:** All persons who have been laid off as a result of a reduction in work force shall have their names placed on a Reemployment Eligible List for the classification in which they were employed immediately prior to being laid off. Eligibles on the Reemployment List shall be ranked in reverse order of the order of layoff. Each person's name shall remain in reverse order of the order of layoff. Each person's name shall remain on such list for a period of two (2) years following the date that their name was placed on such eligible list, or until they have been reemployed with the APCD or the County or until their name has been removed from the eligible list in accordance with the provisions of the Ventura County Personnel Rules and Regulations, whichever comes first.
- Sec. 2108 **CLASSIFICATION REINSTATEMENT:** All persons who have demoted to a lower classification as a result of a reduction in work force shall have

their names placed on a Classification Reinstatement List for the classification from which they were demoted. There shall be a Classification Reinstatement List which includes only the names of the demoted employee within the APCD. Eligibles on the APCD 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 the Ventura County Personnel Rules and Regulations, whichever occurs first. To remain on a Classification Reinstatement List, a person must maintain status as an APCD employee.

Sec. 2109 **RESTORATION OF BENEFITS:**

- A. Sick Leave: Sick leave accruals for employees in lay off status, shall remain on the books and be reinstated if such employees are reappointed. Whenever a person becomes ineligible for reemployment with the APCD per the Ventura County Personnel Rules and Regulations, 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 1208 of this Resolution.
- B. Seniority: Employees who are reemployed while in layoff status shall have their seniority status held immediately prior to layoff reinstated and all time spent on layoff shall be treated as authorized leave of absence without pay for seniority purposes.
- C. Salary: Employees who are reemployed while in layoff status or demoted employees who are reinstated to the class demoted from shall receive a salary equivalent to that which they were receiving immediately prior to layoff or demotion. In no case shall an employee receive a salary which exceeds the established salary range for the classification.
- D. Annual Leave Accrual Rates: Employees who are reemployed while in layoff status shall have the annual leave accrual rate they held immediately prior to layoff restored.
- E. Anniversary Dates for Purposes of Merit Increases: An employee who is re-employed while in lay off status shall have his/her anniversary date adjusted in accordance with the provisions of Section 322 of this Resolution.

Sec. 2110 **OBLIGATION TO SERVE PROBATIONARY PERIOD:** A person appointed from a reemployment list or classification reinstatement list must serve a new probationary period in order to attain regular status. Except that

persons reemployed or reinstated to a permanently held classification within ninety (90) calendar days following a reduction in force shall not be required to serve a new probationary period.

- Sec. 2111 **RETIREMENT CONTRIBUTION:** If a person has less than five (5) years of service time that is applicable toward retirement, upon layoff all employee retirement contributions will be paid to the employee. If the employee has more than five (5) years of service that is applicable toward retirement, the employee may elect either to withdraw his/her share of the retirement contribution or leave the money in the retirement system. 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.
- Sec. 2112 **NON-DISCRIMINATION IN REDUCTION IN FORCE:** Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's race, color, national origin, religion, sex, age, disability, citizenship, or functional limitation.

ARTICLE 22 GRIEVANCE PROCEDURE

- Sec. 2201 **PURPOSE:** To provide a means for processing grievances and for obtaining fair and proper answers and decisions.
- Sec. 2202 **POLICY:** The APCD recognizes the importance of effective communication between employees and supervisors and encourages the interchange of ideas and concerns on a continuous basis. On those occasions when informal discussions do not result in satisfactory solutions to disputes arising out of this resolution, the grievance procedure described herein shall be the sole method of review. Any employee utilizing the grievance procedure shall be guaranteed freedom from reprisal. Disputes involving discipline, other than written or oral reprimands, shall continue to be appealable to the Civil Service Commission pursuant to the Personnel Rules and Regulations. Written reprimands may be appealed through the grievance procedure as outlined in this Article.
- Sec. 2203 **DEFINITION:** A grievance is a claim by an employee or group of employees of a violation, misinterpretation, or inequitable application by the APCD of the provisions of this Resolution that are applicable to the employee.
- Sec. 2204 **MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE:** Those matters not specifically provided for under Section 2203 above; and, disputes involving performance reviews arising from the application of the provisions of Article 17.
- Sec. 2205 **REPRESENTATION:** At any step of the grievance procedure, the employee may represent himself, may be represented by a fellow employee, or any other person he/she may choose.
- Sec. 2206 **TIME LIMITATIONS:** The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of the parties. If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered resolved. The grievant shall promptly proceed to the next step if the APCO/EO fails to respond within the time limits specified. By written agreement, the parties may return a grievance to the first (1st) step for adjustment. Any remedy awarded in conjunction with a grievance submitted pursuant to this Article, either during the informal or formal grievance process as set forth in Section 2207, below, including any back pay or benefits, shall be limited to one year from the date the formal written grievance is filed at Step 1, consistent with Division 1, Chapter 4, Article 1, Section 1413 or the County Ordinance Code and California Government Code section 911.2(a).

Sec. 2207 **STEP NO. 1 - REVIEW:** The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate supervisor within twenty-one (21) calendar days from the date of the action causing the grievance. The immediate supervisor shall respond within seven (7) calendar days. Every effort shall be made to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the APCD within seven (7) calendar days after receipt of the immediate supervisor's response. Such written grievance shall:

1. Fully describe the violation and how the employee was adversely affected;
2. Set forth the section(s) of the Resolution violated;
3. Indicate the date of the action(s) grieved;
4. Specify the remedy sought by the employee.

Sec. 2208 **STEP NO. 2 - REVIEW BY THE APCO/EO:** Within five (5) calendar days after receiving the completed grievance form, the APCO/EO or his/her representative shall meet with the employee and they shall thoroughly discuss the grievance. The APCO/EO shall give his/her written decision within ten (10) working days after the discussion.

ATTACHMENTS
Exhibit 1 - Outline of Benefits

EXHIBIT 1 OUTLINE OF BENEFITS

EXHIBIT 1 OUTLINE OF BENEFITS AIR POLLUTION CONTROL DISTRICT MANAGEMENT, CONFIDENTIAL CLERICAL AND OTHER UNREPRESENTED EMPLOYEES								
Classification Title	Class Code	Unit	Benefit Category	Flexible Merit Increase	Car Allowance A, B or C	Executive Professional Membership	Executive Annual Leave	Civil Service Exempt
APCO/EO*	09101	MB	2	X		X	X	X
APCD Fiscal Officer	09106	MB	4					
APCD Mgr Fiscal/Admin Svcs	09107	MB	3					
APCD Mgr Office Systems	09104	MB	4					
APCD Mgr-Compliance	09143	MB	3					
APCD Mgr-Planning/Rules	09144	MB	3					
APCD Mgmt Asst IV-CC	09156	CC	4					
APCD Mgr-Engineering	09157	MB	3					
APCD Mgr-Monitoring	09157	MB	3					

*Based on Employment Contract