

MEMORANDUM OF AGREEMENT

**Between the
County of Ventura**



**and the
Service Employees International
Union (Local 721) -
Student Worker Unit**

2019-2022

ARTICLE 1
TERM

Sec. 101 TERM: This Memorandum of Agreement (hereinafter "MOA") between Local 721 of the Service Employees International Union (hereinafter "Local 721" or "Union") and the County of Ventura (hereinafter "County") is effective from the date of its adoption by the County's Board of Supervisors (BoS) until midnight November 19, 2022.

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

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

ARTICLE 2
IMPLEMENTATION

This MOA constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors (hereinafter "Board") and Local 721 on behalf of the representational unit set forth in Article 3. It is agreed that this MOA shall not be binding upon the County and the Union – either in whole or in part – unless and until approved by Local 721 and then unless and until the County Board:

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

ARTICLE 3
RECOGNITION

This MOA shall apply only to those students employed by the County on an extra-help (as defined by Articles 2 and 11 of the Ventura County Personnel Rules and Regulations) basis in the following classifications:

- Student Worker 1
- Student Worker 2
- Student Worker 3

ARTICLE 4
RETIREMENT

Local 721 agrees the County's "Safe Harbor" retirement plan is the only plan for which members of this bargaining unit are eligible and further agrees the "Safe Harbor" is in compliance with the provisions of the Omnibus Budget Reconciliation Act (OBRA).

ARTICLE 5
HOURLY RATE OF PAY / SALARY PLAN

Sec. 501 HOURLY RATES OF PAY:

A. Effective with commencement of this MOA, the hourly wages for the classifications within this unit shall be as follows:

Student Worker 1	\$12.00
Student Worker 2	\$12.00
Student Worker 3	\$12.60

B. Should either the California State or Federal prevailing minimum wage be increased to a level above \$12.00/hour during the term of this Agreement, the hourly wage for SW-1s & SW-2s shall be the higher of either the state or federal minimum wage and the hourly wage of SW-3s shall be five percent above the new SW-1 and SW-2 hourly wage.

Sec. 502 COMPENSATION SCHEDULE: Student workers shall be compensated with the pay/salary assigned to the classification in which they are employed.

Sec. 503 REGULAR PAY DAY/DIRECT DEPOSIT: Student workers shall be paid on or about the Friday following the end of each biweekly

payroll period. Should the County wish to mandate direct deposit during the term of this MOA, Local 721 agrees that all student workers will, as a condition of their employment, enroll and maintain direct deposit of their paychecks.

Sec. 504 PAY ON TERMINATION: Upon certification of the Assistant County Executive Officer – Human Resources (ACEO-HR) that the employment of any student worker is terminated, the compensation of such student worker shall be paid on the payday which falls within the next pay period.

ARTICLE 6
OTHER BENEFITS AND PREMIUM PAY

Sec. 601 BILINGUAL PREMIUM PAY: Subject to the criteria set forth herein, student workers possessing certified bilingual skills may be eligible for bilingual premium pay at the I, II, or III level. A student worker's bilingual proficiency at Levels I and II shall be determined by an examination administered and certification issued by the ACEO-HR or other approved county employer or educational facility at the student's expense. Level III proficiency examinations shall be developed and administered solely by the ACEO-HR. The determinations that bilingual services are needed and the level of services to be provided shall rest solely with the Agency/Department head. Student workers assigned to provide such services shall be eligible for bilingual premium pay at the level of assignment or level of 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

Student workers eligible to receive this premium pay shall receive the appropriate rate per hour compensated per biweekly pay period, not to exceed eighty (80) compensated hours per pay period.

Such premium pay shall be in addition to their base pay. To be eligible to receive this premium pay, upon the recommendation of the Agency/Department Head and the ACEO-HR, the County Executive Officer must designate that such payment will be made.

- Sec. 602 MILEAGE REIMBURSEMENT: Student workers who are required to use their personal vehicle for County business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.
- Sec. 603 NECESSARY AND ACTUAL EXPENSES: Necessary and actual expenses incurred by a student worker while attending to business of the County may be reimbursed with the approval and authorization of the Department/Agency Head. A statement of justification satisfactory to the Auditor shall be submitted with the claims. Such reimbursement, however, does not apply whenever the provisions in law provide for payment of such expenses.
- Sec. 604 PARKING SPACE: The County shall attempt to provide adequate free parking facilities for student workers within a reasonable distance of their work locations.
- Sec. 605 SPECIAL EQUIPMENT OR CLOTHING: Under no circumstances shall student workers be required to purchase special equipment or clothing unless so directed by order of the Board. County will consult with Union if such should occur.
- Sec. 606 SAFETY SHOE REIMBURSEMENT: Effective July 1st of each year, student workers whom the appointing authority has determined must wear safety shoes shall be eligible to receive a \$165.00 voucher towards the purchase and/or maintenance of such shoes for wear on the job. Such student workers shall become eligible to receive a voucher upon hire. The parties recognize and agree that distribution of the voucher completely satisfies any obligation the County may have with respect to the provisions of safety shoes. Upon demonstration of need and approval by the appointing authority, a student worker may receive an additional \$165.00 voucher towards the purchase of a replacement pair of safety shoes.
- Sec. 607 PERSONAL PROPERTY REIMBURSEMENT POLICY:
- A. Criteria - When student workers have an item of personal property lost, damaged or stolen while in the line of duty and through no fault of their own and when that item is necessarily worn, carried or required as part of their job, a claim for reimbursement may be submitted to the Safety and Claims Officer.
 - B. Amount of Claim - The minimum claim shall be for a cumulative total of ten dollars (\$10) per incident; claims of under ten dollars shall not be processed. The maximum

amount any student worker may claim is five hundred dollars (\$500) in one year.

- C. Level of Reimbursement - Glasses, dentures, hearing aids or other prosthesis and watches will be reimbursed as provided for in Section D.

All items of personal property listed in Table I, which are damaged, lost or stolen, will be reimbursed at a formula rate, as provided for in Tables I and II. Such a formula will be based on the age, replacement cost, life expectancy and condition of the article at the time it was lost, damaged or stolen. The formula is derived by use of the following table.

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

LIFE EXPECTANCY RATING					REIMBURSEMENT VALUE		
Age of Article in Months					% of Replacement Cost		
1	2	3	4	5	Excellent	Average	Poor
0-4	0-4	0-4	0-4	0-4	100%	100%	100%
4-7	4-7	4-10	4-13	4-16	75%	75%	60%
7-9	7-13	10-19	13-25	16-31	70%	60%	45%
9-11	13-19	19-28	25-37	31-46	50%	40%	30%
11-13	19-25	28-37	37-49	46-61	30%	20%	15%
13-62	25-62	37-62	56-62	61-62	20%	15%	10%
62+	62+	62+	62+	62+	---	---	---

Using the replacement cost, the life expectancy, the actual age and condition, a reimbursement percentage will be established and from that the amount of payment will be determined. All items will be subject to a ten dollar (\$10) minimum claim limit and a maximum payment of five hundred dollars (\$500).

- D. The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost less any insurance payment, if any, of lost or stolen items or the repair cost of items that are repairable. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to a ten dollar (\$10) minimum claim limit and a maximum of five hundred dollars (\$500).

Jewelry items will not be reimbursable. Lost, stolen or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to a maximum of seventy dollars (\$70). They will also be subject to a ten-dollar (\$10) deductible.

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

EXAMPLE:

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

Reimbursement Value: 40% or \$7.20

ARTICLE 7
WORK SCHEDULES

Sec. 701 NORMAL 80-HOUR BIWEEKLY WORK PERIOD: Except as may be otherwise provided, the "normal" biweekly work schedule of the County shall be ten (10) working days of eight (8) hours each. It is the duty of each Department/Agency head to arrange the work of his/her department or agency so that each student worker therein shall work no more than the normal schedule, except that a Department/Agency head may require any student worker in his/her department to temporarily perform service less or in excess of the

normal schedule when public necessity or convenience so requires. The provisions of this Article are intended to merely define the “normal” work schedule and do not guarantee a minimum number of hours of work. The County retains its right to relieve student workers from duty because of lack of work or other legitimate reasons.

Sec. 702 OTHER ALLOWABLE WORK SCHEDULES: A Department/Agency head may, following communication with the student workers involved, assign student workers of the Agency/Department to any other schedule which aids the Agency's/Department's ability to serve the public if such schedule is not a violation of State or Federal law.

Sec. 703 EMPLOYEES WORKING STRAIGHT 8-HOUR SHIFT: Student workers on a straight eight (8) hour shift schedule shall work eight (8) hours straight, inclusive of lunch and/or breaks.

Sec. 704 In the event a County-observed holiday is to occur on the same day a Student Worker (SW) is regularly scheduled to work, Department/ Agency Management is encouraged to work with the potentially affected SW and re-schedule him/her in an attempt to ensure the SW is able to work the same number of hours in his/her normally-assigned, regular weekly schedule, provided, however, such re-scheduling is not to cause the SW to work more than forty hours in his/her designated work period.

ARTICLE 8 OVERTIME

Sec. 801 PURPOSE: To provide the basis for both calculation and payment of overtime in a manner that meets the requirements of the Fair Labor Standards Act (FLSA). No provision of this Article should be construed as guarantee of hours of work per day/week/bi-week, nor of days of work per week/bi-week.

Sec. 802 POLICY-LIMITATION ON OVERTIME: It is the County's policy to avoid the necessity for overtime whenever and wherever possible. Overtime work may sometimes be necessary to meet emergency situations, seasonal or peak workload requirements. No student worker shall work overtime unless authorized by his/her department/ agency head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein. In accord with the provisions of the FLSA, Management may adjust work hours and/or schedules within a designated work period in order to avoid the payment of overtime.

Sec. 803 DEFINITIONS:

For purposes of this Article only:

- A. A "Designated Work Period" shall consist of seven (7) consecutive days (168 hours).
- B. "Overtime" is defined as time worked by a student in excess of forty (40) hours in a seven (7) day, one hundred, sixty-eight (168) hour Designated Work Period. Management reserves the right under the FLSA to designate the Work Period for each student worker.
- C. "Time Worked" shall include only such time as either "suffered or permitted" to work as defined by the FLSA.

Sec. 804 COMPENSATION FOR OVERTIME HOURS WORKED: Unless otherwise dictated by the FLSA, student workers shall be paid in cash at a rate of one and one-half (1.5) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours during their Designated Work Period.

ARTICLE 9
"EXTRA - HELP" STATUS

Student workers in this bargaining unit are employed as "extra-help" employees in accordance with Articles 2 and 11 of the Ventura County Personnel Rules and Regulations and in whatever lawful capacity the employer requires. The parties specifically agree that nothing in this MOA is to be construed as in any way conferring either "civil service" status or any sort of "property right" in continued employment upon any student worker employed in the unit.

Student Workers (SWs) each have a two (2) year "window" that starts with either the first date of the first pay-period following commencement of this Agreement or his/her first day of employment as an SW (whichever is later) within which s/he may work a total of two thousand and eighty (2,080) hours, provided, however, s/he may work no more than one thousand and forty (1,040) hours per each year of that two (2) year period.

ARTICLE 10
PERSONNEL FILE

With the exception of confidential items such as reference letters and oral examination rating sheets, a student worker shall have the right to inspect the contents of the County's personnel file which contains information unique to

him/her, or, he/she may designate in writing that his/her Local 721 representative be allowed to inspect the file.

Student workers shall be given a copy of any document alleging wrongdoing (by act or omission) or poor performance that is to be placed in the personnel file of him/her maintained by the County or the Department/Agency. The student worker shall acknowledge that s/he has read such material by affixing his/her signature on the material with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the student worker refuses to sign the material, it shall be placed in the subject file with an appropriate notation by the person filing it.

A student worker shall be allowed the opportunity to provide a written (typed) rebuttal for attachment to any report in said file alleging wrongdoing (by act/omission) or poor performance by him/her provided, however, said rebuttal shall be limited to both sides of a 8.5" X 11" single sheet of paper, spaced no less than "single" and in a print font sized no less than #12.

ARTICLE 11 PRODUCTIVITY

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

ARTICLE 12 NO STRIKE/NO LOCKOUT

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

ARTICLE 13 NON-DISCRIMINATION/EQUAL OPPORTUNITY

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

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

ARTICLE 14 COUNTY RIGHTS

It is the exclusive right of the County to direct its student workers, take disciplinary action for what it deems to be proper cause, relieve its student workers from duty because of lack of work or for other legitimate reason, classify and reclassify positions, and determine the methods, means, and personnel by which the County's operations are to be conducted; provided, however, that the exercise and retention of such rights does not preclude student workers or their representatives from consulting about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

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

ARTICLE 15 LOCAL 721 RIGHTS

- Sec. 1501 UNION BUSINESS: Local 721 Board members who attend board meetings during working hours will do so on their own time. It is further agreed that officers, stewards and executive board members will conduct all Union business on their own time. When reasonable advance notice is given by said officers, stewards and/or board members, department/ agency management will attempt to arrange the student worker's schedule to allow him/her to attend to such business.
- Sec 1502 UNIT STEWARDS: Local 721 may appoint up to one (1) student worker per department/agency to act (on non-County-paid time) as a steward on its (Local 721's) behalf in matters covered by this agreement arising within the department/agency in which said student worker steward is employed. Local 721 shall provide the ACEO-HR with written notice of said appointment no less than seven (7) calendar days before actually empowering any such student worker to act as a steward.
- Sec. 1503 NEGOTIATIONS: The committee authorized by Local 721 to consult, meet and confer, or negotiate collectively shall consist of two (2) members covered by this Memorandum of Agreement.

Employee members will be paid by the County for the time spent in negotiations with management, but only for the straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held between 8:00 am and 5:00 pm whenever possible and at a time and place mutually acceptable to all parties. Additional employee members shall be compensated when approval and authorization for such payment has been made by the County.

Sec. 1504 EMPLOYEE LISTS: Each biweekly payroll period the County shall furnish Local 721 a listing of new student workers hired and terminated within this bargaining unit.

Sec. 1505 INTERDEPARTMENTAL MESSENGER SERVICE (BROWN MAIL): The County's interdepartmental messenger service (brown mail) may be used for individual business-oriented communication between student workers who are represented by Local 721 and between the paid staff of Local 721 and such student workers, provided that:

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

Sec. 1506 MEETING SPACE: Upon written request of Local 721, the County may provide meeting space outside working hours, provided such place is available and Local 721 complies with all agency/departmental rules and policies of the Board.

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

Sec. 1507 BULLETIN BOARDS: The County will designate a bulletin board, or a portion of an existing bulletin board, in each department/agency for the exclusive use of Local 721. The space allotted shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to

be displayed upon the bulletin board shall be provided to the Department/Agency Head or his/her designated representatives. If the Department Agency Head objects to the contents of such material, he/she shall immediately notify Local 721 staff or its representative. Such material shall be removed from the board, based upon the Department/Agency Head's objections and if an agreement cannot be reached between Local 721 and the Department/ Agency Head, the matter shall be immediately referred to the ACEO–HR for resolution. If either party objects to the decision of the ACEO–HR, he/she shall then have the alternative of filing an unfair labor practice charge as per Section 1510 of this MOA. Local 721 is responsible for posting material upon the designated bulletin board and for neat and orderly maintenance thereof. Any posted material shall be signed and dated by an officer or staff member of Local 721.

- Sec. 1508 DISPLAY OF MATERIALS: Within the non-working areas of all departments, a specific area shall be provided to be used for the display and distribution of Local 721 materials and information. Regulations governing said display and distribution shall be the same as those contained in Section 1507 of this Article.
- Sec. 1509 UNIT DETERMINATIONS: The parties agree that Sections 2011 (Decertification Procedure) and 2012 (Modification Procedure) of the Ventura County Personnel Rules and Regulations shall be removed from the jurisdiction of the Civil Service Commission. Jurisdiction to make determinations as to decertification or modification of any unit(s) represented by Local 721 shall be submitted to arbitration in accord with section 1604 of this MOA. The cost of arbitration shall be divided equally between Local 721, the moving party, and the County. The decision of the arbitrator shall be final and binding, subject to judicial review.
- Sec 1510 UNFAIR PRACTICES: The parties agree that Sections 2014 and 2015 of the Ventura County Personnel Rules and Regulations shall be removed from the jurisdiction of the Civil Service Commission. Charges of unfair practices shall instead be submitted to advisory arbitration. The request for advisory arbitration shall be made in accordance with Section 1604 of this MOA. The cost of advisory arbitration shall be divided equally between Local 721 and the County.

ARTICLE 16
GRIEVANCE PROCEDURE

Sec. 1601 DEFINITION: A grievance shall be defined as a dispute by a student worker or a group of student workers, concerning the application or interpretation of:

- A. The terms of this MOA.
- B. The sections of the Personnel Rules and Regulations incorporated into this MOA as set forth herein.
- C. Existing written policies affecting a student worker's terms and conditions of employment.

Sec. 1602 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 1601, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

- A. All disciplinary appeals.
- B. All appeals arising from examinations.
- C. Performance review evaluations.
- D. Those which would require modification of a policy established by the Board of Supervisors or by law.
- E. Ventura County Personnel Rules and Regulations not specifically included herein in whole or by reference.
- F. Written Reprimands.

Sec. 1603 PROCEDURE:

- 1. Informal Discussion
 - A. Within twenty-one (21) calendar days from the date of the action causing the complaint, the grievant shall discuss his/her complaint in a meeting on County time with his/her immediate supervisor. In the case of a complaint of illegal discrimination, the student worker may file a complaint in accordance with the procedures listed below. Student workers may also file a complaint with the County's Equal Employment Opportunity Officer in County Human Resources. The

grievant may be accompanied by his/her representative during this informal discussion.

- B. Within ten (10) calendar days from the day of discussion with the student worker, the immediate supervisor shall orally reply to the student' worker's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor:

- A. Within ten (10) calendar days of receipt of the answer from the immediate supervisor to an informal complaint, a student worker shall file a formal written grievance. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form, furnished by the County. Such written grievance shall:

- 1. Fully describe the grievance and how the student worker was adversely affected;
- 2. Set forth the section(s) of the MOA, Personnel Rules and Regulations, and/or written policies violated;
- 3. Indicate the date(s) of the incident(s) grieved;
- 4. Specify the remedy or solution to the grievance sought by the student worker.

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

3. Formal Complaint - Step 2, Division Head

- A. Within ten (10) calendar days from his/her receipt of the decision at Step 1, the student worker may appeal to his/her division head. The original copy of the grievance form shall be submitted.

- B. Within ten (10) calendar days from receipt of the grievance, the division head shall meet with the student worker on County time. The student worker may be accompanied by his/her designated representative at such a meeting. The division head

shall give his/her written decision within ten (10) calendar days after the discussion.

4. Formal Complaint - Step 3, Agency/Department Head
 - A. Within ten (10) calendar days from his/her receipt of the decision at Step 2, the student worker may appeal to the agency/ department head. The original copy of the grievance form, with the reasons in writing for his /her dissatisfaction with the answer given by the division head, shall be submitted.
 - B. Within ten (10) calendar days after receiving the completed grievance form the agency/department head or his/her designated representative shall meet with the student worker on County time and thoroughly discuss the grievance. The student worker may be accompanied by his/her designated representative at such a meeting. The Department/Agency Head shall give his/her written decision within fifteen (15) calendar days after the discussion.

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

- Sec. 1604 A. A grievance unresolved in the steps enumerated above may be submitted to advisory arbitration by Local 721 by it submitting a letter to the ACEO-HR within thirty (30) calendar days after the Department/Agency Head renders a decision requesting that the grievance be submitted to advisory arbitration. Prior to submitting the matter to advisory arbitration, ACEO-HR or his/her designee, may meet with Local 721 in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the County Executive Officer (CEO) for his/her approval. The CEO shall advise the parties of his/her decision within ten (10) calendar days after the receipt of the proposed resolution. If the CEO concurs with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CEO rejects the agreement or fails to respond within the ten (10) working days described above, Local 721 may proceed to submit the matter to advisory arbitration. The grievance submitted to advisory arbitration

shall be limited to the grievance originally filed at the first step except as amended by mutual agreement, between Local 721 and the ACEO-HR or his/her designee.

- B. Within thirty (30) calendar days of the receipt of notice of appeal to arbitration, the parties shall attempt to choose an arbitrator from those listed in the Appendix to this MOA to hear the matter. In the event the parties cannot mutually agree on an arbitrator within that time, the State Conciliation Service shall be immediately asked to provide the parties with a panel of five (5) individuals from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.
- C. Costs of the Arbitrator and Court Reporter, if any, shall be shared equally by the parties. If one party chooses to record the hearing, it shall, upon request, provide the other party and/or the arbitrator with a copy of that recording.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOA, but shall advise only whether or not there has been a violation of the MOA in respect to the alleged grievance and remedy. The advisory recommendation of the Arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties. The advisory recommendation of the Arbitrator shall be final, but not binding, upon the County, Local 721, and the student(s) affected, and shall instead, be rendered as a recommendation for consideration by the ACEO-HR. Upon review of the advisory recommendation by the Arbitrator, the ACEO-HR shall render a final decision regarding the dispute which shall be final and binding upon the County, Local 721 and the student(s) affected.
- E. If either the County or Local 721 shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MOA, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that

such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a decision or recommendation on the merits.

F. Except as may be otherwise specified herein, all arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 1605 MEDIATION: Local 721 and the County, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of Local 721 and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at any subsequent hearing.

Sec. 1606 WAIVER AND LIMITS: Grievances may, by mutual agreement, be referred back for further consideration or discussion to prior steps or advanced to a higher step in the grievance procedure. Time limits specified in the grievance procedure of this MOA may be waived by mutual written agreement. Should the County fail to respond orally and/or in writing when required within the specific time limits, the grievance shall be automatically progressed to the next step of the grievance procedure. Likewise, should Local 721 and/or the grievant fail to initiate or appeal any grievance within the specific time limits, the grievance shall be considered resolved on the basis of the County's last response and shall be considered waived and abandoned for all purposes.

Sec. 1607 GRIEVANCES AND RULES OR MEMORANDA CHANGES: Grievances shall be resolved on the basis of the Rules, MOA, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.

ARTICLE 17 DISCIPLINE

Sec. 1701 AUTHORITY OF THE APPOINTING AUTHORITY: Nothing in this MOA shall restrict the right of the County to take disciplinary action when it deems it to be proper. The appointing authority may dismiss, demote, suspend, demote and suspend, or impose any other disciplinary action on any student worker. Except as provided in Section 2326 of the Ventura County Personnel Rules and Regulations, neither a student worker nor Local 721 may request or

receive mediation, arbitration, or any other administrative review of any disciplinary action taken against a student worker.

- Sec. 1702 DRUG AND ALCOHOL TESTING: Local 721 and the County agree to implement the County of Ventura Drug and Alcohol Testing Policy with respect to transportation (i.e. safety sensitive) employees dated May 1, 1995.

ARTICLE 18
FULL UNDERSTANDING, MODIFICATION WAIVER

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

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

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify Local 721 of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance(s) affecting operations.

Where Management makes any changes in working conditions because of the requirements of federal or state law, the County shall not be required to renegotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

- C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or

matter covered herein or with respect to any other matters within the scope of negotiations during the term of the MOA.

- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County's Board.
- E. The waiver of any breach, term or condition of this MOA by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be the ACEO-HR or his/her duly authorized representative.
- B. Local 721 's principal authorized agent shall be the President or his/her duly authorized representative.

ARTICLE 20 PROVISIONS OF LAW

It is understood and agreed that this MOA is subject to all current and future applicable federal, state, and County laws and regulations. If any part or provision of this MOA is in conflict or inconsistent with such applicable provisions of federal, state or County laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOA shall not be affected thereby.

ARTICLE 21 SICK LEAVE

Sec. 2101 SICK LEAVE ACCRUAL RATES: Employees covered by this MOA shall accrue 0.0231 hours of sick leave with pay for each hour worked during the pay period.

Sec. 2102 MAXIMUM SICK LEAVE ACCRUAL: The maximum allowable sick leave accrual shall be twenty-four (24) hours per 12 (twelve) month

period and shall not exceed forty-eight (48) hours throughout the entire two-year “window” of employment.

- A. If an employee does not exhaust their balance of sick leave at the end of the first year of their two-year employment “window” in accordance with Article 9 of this agreement, any accrued sick leave remaining in their bank shall be carried over to the second and final year of their employment and will be immediately available for use.

Sec. 2103 APPROPRIATE USES OF SICK LEAVE: Subject to the limitations expressed below, sick leave may only be applied to:

- A. Absence caused by illness or injury of an employee.
- B. Medical and dental office calls that cannot be scheduled for the employee’s day off when absence during working hours for this purpose is authorized by the agency or department head.
- C. Absence from duty because of serious illness or injury of members of the employee’s immediate family.

For the purposes of this Section, “immediate family” shall mean the husband, wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, registered domestic partner, step or foster parent or child of employee.

Sec. 2104 DEPARTMENTAL/AGENCY RESPONSIBILITY FOR ADMINISTRATION: Each agency or department head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certification issued by a licensed physician or nurse, or other satisfactory evidence of illness. Employees required to produce such evidence for illness of less than three (3) days shall be notified of this requirement in advance, in writing. Any person absent from work on sick leave shall notify his/her department or agency head on the first day of such leave and as often thereafter as directed by his/her agency or department head. The Director-Human Resources or the department or agency head may request that a medically trained employee verify the employee’s illness by a visit to the employee’s residence.

Sec. 2105 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly rate of pay earnable by the employee on each day that he/she is on sick leave.

Sec. 2106 CANCELLATION OF SICK LEAVE ON SEPARATION FROM EMPLOYMENT: With the exception of Section 2102(A) of this article, if an employee is separated from County service at any point during their employment, such separation shall result in the forfeiture of all sick leave accrued by him/her at the time of such separation, irrespective of whether or not such a person is subsequently employed by the County.

SIGNATURE PAGE PENDING