

MEMORANDUM OF AGREEMENT

**Between the
County of Ventura**



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

2022-2025

TABLE OF CONTENTS

ARTICLE 1 TERM.....	1
ARTICLE 2 IMPLEMENTATION	2
ARTICLE 3 RECOGNITION.....	3
ARTICLE 4 RETIREMENT	4
ARTICLE 5 HOURLY RATE OF PAY/SALARY PLAN	6
ARTICLE 6 OTHER BENEFITS AND PREMIUM PAY.....	17
ARTICLE 7 HEALTH INSURANCE.....	45
ARTICLE 8 TEXTBOOK AND TUITION REIMBURSEMENT	50
ARTICLE 9 WORK SCHEDULES	54
ARTICLE 10 OVERTIME	57
ARTICLE 11 ADMINISTRATIVE LEAVE.....	61
ARTICLE 12 VACATION.....	62
ARTICLE 13 HOLIDAYS.....	67
ARTICLE 14 SICK LEAVE	69
ARTICLE 15 INDUSTRIAL LEAVE	72
ARTICLE 16 LEAVES OF ABSENCE	74
ARTICLE 17 PART-TIME EMPLOYEES.....	77
ARTICLE 18 PROBATIONARY PERIOD.....	79
ARTICLE 19 PERFORMANCE EVALUATIONS	83
ARTICLE 20 PERFORMANCE PROBLEMS	84
ARTICLE 21 PERSONNEL FILE	85
ARTICLE 22 TRANSFERS	86
ARTICLE 23 REDUCTIONS IN FORCE	88
ARTICLE 24 PRODUCTIVITY	92
ARTICLE 25 NO STRIKE/NO LOCKOUT	93
ARTICLE 26 NON-DISCRIMINATION	94
ARTICLE 27 COUNTY/APCD RIGHTS.....	95
ARTICLE 28 LOCAL 721 RIGHTS.....	96
ARTICLE 29 GRIEVANCE PROCEDURE	106
ARTICLE 30 DISCIPLINARY ARBITRATION	111
ARTICLE 31 ANNUAL LEAVE	116
ARTICLE 32 HUMAN SERVICES AGENCY WORKLOAD STANDARDS.....	123
ARTICLE 33 FULL UNDERSTANDING, MODIFICATION WAIVER.....	126

ARTICLE 34 AUTHORIZED AGENTS	127
ARTICLE 35 PROVISIONS OF LAW	128
ARTICLE 36 HCA OPTIMUM CENSUS STAFFING	129
ARTICLE 37 PER DIEM POOL EMPLOYEES	132
ARTICLE 38 EMPLOYEE INCENTIVE PROGRAMS.....	136
ARTICLE 39 JOINT LABOR MANAGEMENT COMMITTEE.....	139

APPENDIX A – 2017 MILITARY LEAVE AMENDMENT	
APPENDIX B – DISASTER/EXTREME EMERGENCY OVERTIME PAY PROGRAM	
APPENDIX C – COUNTY OF VENTURA EMPLOYEE TELEWORK PROGRAM	
APPENDIX D – ARBITRATOR PANEL	
EXHIBIT 1 – MARKET BASED ADJUSTMENTS, 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 final adoption and approval by the Board of Supervisors (Board) of the County of Ventura or, as is applicable, the Board (Board) of the Ventura County Air Pollution Control District (APCD) up to and including midnight December 18, 2025.

Sec. 102 SUCCESSOR AGREEMENT: In the event Local 721 desires to negotiate a successor Memorandum of Agreement, Local 721 shall, no more than one-hundred and fifty (150) days and no less than one-hundred and twenty (120) 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 fifteen (15) business days, schedule a meeting with Local 721 to deliberate over said proposals. Negotiations, inclusive of the County's counter proposals, shall begin within thirty (30) business days after receipt of Local 721's proposals unless otherwise agreed to by the parties. Sections of this MOA not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

ARTICLE 2 IMPLEMENTATION

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

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

ARTICLE 3 RECOGNITION

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

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

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

ARTICLE 4 RETIREMENT

Sec. 401 GENERAL INFORMATION: The County offers defined Retirement Benefit plans for regular, full-time employees as per the criteria promulgated by the Ventura County Employees' Retirement Association (VCERA). In general (but as per VCERA criteria), employees are eligible for benefits provided by one (1) of the three (3) following "Tiers":

Tier I General, non-safety employees hired on or before June 30, 1979;

Tier II General, non-safety employees hired after June 30, 1979, but before January 1, 2013;

Tier III General, non-safety employees hired on or after January 1, 2013 (aka "PEPRA employees").

For definitive information about retirement formulas and other benefit provisions, employees can contact VCERA "on-line" at VCERA.Info@ventura.org or by phoning (805) 339-4250.

Sec. 402 EMPLOYEE CONTRIBUTION: Effective July 6, 2014, employees shall pay one hundred percent (100%) of the actuarially determined employee retirement contribution rate. Effective July 6, 2014, employees shall contribute an amount equal to fifty percent (50%) of the actuarially determined normal cost of retirement contributions.

Sec. 403 SAFE HARBOR RETIREMENT PLAN: This is a plan for Part-Time (those working schedules under 64 hours in a bi-weekly pay period), Per Diem Pool (PDP), and Optimum Census Staffing (OCS) employees. Local 721 agrees the County's/APCD's "Safe Harbor" retirement plan is in compliance with the provisions of the Omnibus Budget Reconciliation Act (OBRA), for employees not eligible for coverage under the provisions of the 1937 Retirement Act.

Sec. 404 TIER II & III RETIREMENT COST-OF-LIVING ADJUSTMENT (COLA): Effective March 16, 2003, employees in the Ventura County Retirement Plan's Tier II shall be granted a two percent (2%) COLA to be applied to future service only. Effective March 13, 2005, Tier II employees will pay 2.63% toward the normal cost of the COLA. On and after January 1, 2013, Tier III (PEPRA) employees became eligible for this benefit. The County agrees if Tier II and III employees represented by other labor unions or covered by the Management Resolution are granted the Tier II and III COLA, those employees will be treated in the same manner as Local 721 Tier II and III employees, i.e., they will pay for the ongoing normal cost at the same rate as Local 721 employees. County agrees that, upon request by Local 721 during the term of this Memorandum of Agreement, it will

reopen bargaining concerning this Section 404 only, for negotiation as to the modification of this section as it applies to Tier II and III employees or discontinuance of this section.

Sec. 405 PURCHASE OF PRIOR SERVICE: Unless prohibited by statute, employees covered under this MOA are eligible to purchase time for service under the Federal Civil Service, Los Angeles City Department of Water and Power, or State Teacher's retirement system, and military buy-back for employees with over thirty (30) years of County/APCD service for which the employee is not receiving, and will not receive, a pension.

ARTICLE 5 HOURLY RATE OF PAY/SALARY PLAN

Sec. 501 PAY/SALARY INCREASES:

A. General Salary Increases

Effective December 25, 2022, the base pay/salary range of each classification covered by this MOA and the base pay/salary of each individual employed in any such classification will be increased by five and one-half percent (5.5%).

Effective December 24, 2023, the base pay/salary range of each classification covered by this MOA and the base salary/pay of each individual employed in any such classification will be increased by four percent (4.0%).

Effective December 22, 2024, the base pay/salary range of each classification covered by this MOA and the base salary/pay of each individual employed in any such classification will be increased by three and one-half percent (3.5%).

B. Market Adjustments

Effective January 8, 2023, the base pay/salary range of each classification noted in Exhibit 1 of this MOA and the base pay/salary of each individual employed in such noted classification, will be increased by the indicated percentage.

C. (Historical) Salary Offsets for Increased Employee-Paid Retirement Contributions

D. Effective July 6, 2014, in order to accomplish the changes now noted in Section 402, the pay/salary ranges of represented classifications were, and the pay/salary of each represented employee was, increased by:

- a. The percentage amount equal to the percentage value of eliminating the retirement pick-up; and
- b. The percentage value of employees participating in the 50/50 cost-sharing of the normal cost of retirement contributions.
- c. The value of the salary offsets (in a and b above) were as approximate as possible to result in a cost neutral "exchange" for both the County and employee.

Sec. 502 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall be compensated within the pay/salary range assigned to

the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in these Articles.

Sec. 503 REGULAR PAY DAY/DIRECT DEPOSIT: Employees shall be paid on or about the Friday following the end of each bi-weekly payroll period. Should the County/APCD wish to mandate direct deposit during the term of this MOA, Local 721 agrees that all current and newly hired employees will, as a condition of their employment, enroll and maintain direct deposit of their paychecks.

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

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

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

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

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

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

Sec. 507 HOURLY WAGE RATE: Whenever an employee whose hourly rate of pay is fixed on a yearly or bi-weekly basis works less than the total number of

hours in a particular bi-weekly period, he/she shall receive hourly rate of pay for the period in accordance with the hourly rate of his/her classification.

Sec. 508 PAY/SALARY RANGE CHANGES: Whenever a higher pay/salary range is assigned to a classification, an employee holding a position in that classification shall have his/her hourly rate of pay/salary increased by the percentage increase in the classification's pay/salary range, provided that no hourly rate of pay/salary shall be lower than the minimum of the new pay/salary range established for the classification. The employee's merit or probationary qualifying hours shall not change due to such an adjustment.

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

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

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

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

ADDITIONAL COMPENSATION TO SUPERVISORS:

- A. A person occupying a supervisory position may receive compensation at a rate of seven and one-half per cent (7.5%) above the base hourly rate of pay/salary rate of any of his/her subordinates, or for the supervisor of the classifications listed in Section 622, seven and one-half per cent (7.5%) above the base hourly rate of pay plus the market based premium as described in Section 622 (MARKET BASED PREMIUM PAY). This supervisory differential shall be granted provided that:
1. Both his/her appointing authority and the County Executive Officer find he/she is exercising substantial supervision over the subject subordinate and that he/she is satisfactorily performing the full supervisory duties of his/her position; and,
 2. The organization is a permanent one approved by the County Executive Officer; and,
 3. Both the supervisor and the subordinate have been permanently appointed to full-time positions; except in VCMC, both the supervisor and the subordinate must have been permanently appointed to positions scheduled for at least seventy-two (72) hours per bi-week, and,
 4. The classifications of both the supervisor's and subordinate's positions are appropriate to the organization and their duties.

Such compensation shall not be effective before the first day of the pay period during which the finding called for in paragraph "A" above is made. Where the subordinate is receiving a "Y" rate, the supervisor's compensation shall be computed as if the subordinate were in fact receiving such "Y" rate as part of his/her base rate. Such additional compensation shall be effective only for the period deemed necessary to maintain the hourly rate of pay/salary of the supervisor at a rate 7.5% above that received by the subordinate. If the 7.5% pay differential shall cease to exist due to transfer, reassignment, reclassification, promotion, demotion, termination, or any other contingency, then the hourly rate of pay/salary of the supervisor shall be adjusted to the rate he/she would have attained notwithstanding the provisions of this section. The effective date of said adjustment shall be the first day of the pay period following the change in status of the subordinate and/or the supervisor. A change in the hourly rate of pay/salary or status of the supervisor due to the Merit Increase sections of this MOA shall only be applied to the base rates of the supervisor's hourly rate of pay/salary. Policies and

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

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

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

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

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

Sec. 514 HOURLY RATE OF PAY/SALARY ON DEMOTION: Whenever an employee who has completed his/her probationary period in a higher class

is then demoted to a position in a lower class for reasons other than unsatisfactory performance, or for functional disability, he/she shall receive the highest hourly rate of pay/salary on the new range that does not exceed his/her hourly rate of pay/salary immediately prior to demotion and shall retain his/her merit qualifying hours needed.

Sec. 515 **MERIT INCREASES:** Merit increases within a range shall not be automatic. They shall be based on merit and shall require the written approval of the appointing authority, containing the effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase of approximately five percent (5%) within a range for the class unless the employee is less than five percent (5%) from the top of the range and, in such a case, the increase shall be to the top of the pay/salary range. Qualifying service for merit increase consideration shall be by compensable hours, which include all paid hours exclusive of overtime compensation.

Sec. 516 **TIME FOR MERIT INCREASES:**

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

- A. An initial merit increase within the pay/salary range upon completion of at least 1,040 hours of compensable service in that class.
- B. Succeeding merit increases within the pay/salary range upon completion of each additional 2,080 hours of compensable service in that class. The period of service required to qualify for merit increases by regular part-time (less than full-time) employees shall be the same as for a regular full-time employee. All approved merit increases will be effective on the first Sunday of the pay period after completing the required compensable hours of service.

Sec. 517 **MERIT REVIEW:** At least one (1) pay period prior to an employee qualifying for a merit increase, the appointing authority shall notify the Director-Human Resources and the employee in writing of his/her decisions regarding approval or denial of a merit increase. In all cases, the recommendation of the appointing authority shall be based on the employee's performance.

Sec. 518 **DENIAL OF MERIT INCREASE:** If, in the appointing authority's judgment, the employee's performance does not warrant a merit hourly rate of pay/salary increase upon meeting the time requirements, the Department/Agency Head may deny the increase and must complete the County/APCD performance evaluation rating form. Any time prior to the employee qualifying for his/her next merit increase, the employee may request a review of his/her merit increase by the appointing authority or the appointing authority, by his/her own initiative, may review the matter. If the appointing authority concurs with the requested review or if the appointing authority independently initiates his/her own review, then the appointing

authority shall reopen the matter by submitting another performance rating and recommendation. If an employee's merit increase is granted prior to completing at least 2,080 hours of compensable service after it was denied, that employee's next merit increase shall not be due until the employee has completed at least an additional 2,080 hours of compensable service from the first day of the pay period on which the increase was actually granted.

Sec. 519 CORRECTING ERROR IN OVERLOOKING MERIT INCREASE: Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight in recognition of the employee's completion of the merit qualifying hours needed, the Auditor-Controller shall compensate the employee for the additional hourly rate of pay/salary he/she should have received dating from the first day of the pay period after which he/she would have satisfied the merit qualifying hours by adding said additional hourly rate of pay/salary to the employee's next bi-weekly paycheck. In such cases, there shall be no adjustment of the employee's merit qualifying hours.

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

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

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

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

- a. No qualified person can be recruited to fill a position at a minimum rate; or,
 - b. The skills or experience of the regular employee warrant a higher hourly rate of pay/salary placement.
- B. Local 721 shall be notified in writing of promotions made above the midpoint of the pay/salary range.

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

Such reinstatement hourly rate of pay/salary placement shall be limited to employees who formerly held permanent status in a classification requiring California licensure as a Registered Physical Therapist, or registration by the National Occupational Therapist Association as an Occupational Therapist, and who made such request for reinstatement within two (2) years after their effective date of termination.

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

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

Sec. 522 HOURLY RATE OF PAY/SALARY ON TEMPORARY PROMOTION: An employee assigned to a higher classification to fill a vacancy caused by sick leave or other approved leave of absence, or any other reasons stipulated by these articles, and who serves in said higher classification for 40 consecutive hours, shall thereafter be paid according to the pay/salary range of the class to which he/she has been temporarily promoted. Upon

temporary promotion, an employee will receive either the minimum of the new pay/salary range or a five percent (5%) increase over his/her hourly rate of pay/salary prior to the temporary promotion, whichever is greater. In no case shall such hourly rate of pay/salary adjustment place the employee beyond the pay/salary range of the position to which he/she has been temporarily promoted. An employee so temporarily promoted shall receive this hourly rate of pay/salary as long as he/she continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as provided in these articles as though he/she had been appointed on the day he/she began to receive the hourly rate of pay/salary designated for the position. The 40-hour waiting period shall apply each time an employee is assigned to a higher classification in this manner, unless re-assigned to the same higher classification within 1,040 hours from the last day of the most recent temporary promotion.

Time worked in a higher-level classification by virtue of this provision shall not count towards attainment of permanent (non-probationary) status in the class to which an employee has been temporarily promoted.

Sec. 523 TEMPORARY ASSIGNMENT PREMIUM (TAP): If the County has knowledge of the need to fill a temporary vacancy more than 4 days and less than twenty-three (23) working days, they may make such temporary assignment available to needed eligible classes within this unit.

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

Such assignment is subject to the following criteria:

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

Sec. 524 BASE HOURLY RATE OF PAY/SALARY – VCMC TWELVE (12) HOUR SHIFT - METHOD OF COMPUTATION: Employees in Nursing Care Coordinator classifications who are assigned to the Ventura County Medical

Center and who are regularly assigned to twelve (12) hour shifts shall have their base hourly rate of pay/salary rate computed as follows:

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

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

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

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

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

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

Sec. 526 MINIMUM WAGE: Should either the California state or Federal prevailing minimum wage be increased to a level that is above the minimum hourly rate of pay of any job classification covered under the provisions of this MOA, the minimum hourly rate of pay of any such classification shall be adjusted to the higher of either the state or federal minimum wage and the hourly rate of pay of any incumbent in any such classification whose hourly rate of pay is below the new minimum hourly rate of pay will be increased accordingly.

Sec. 527 PAY ADJUSTMENTS WITHIN THE EXISTING PAY/SALARY RANGE: Upon recommendation by the Agency/Department Head and with the approval of the County Executive Officer, a pay/salary adjustment within the existing pay/salary range of an identified job classification (e.g., Administrative Assistant I) or classifications (e.g., Administrative Assistant I/II/III) may be granted for some or all individuals employed in any such job classification(s) within an organizational unit (e.g., Water Services) or entire Agency/Department (e.g., Public Works Agency), so long as an individual is not already at the top step of the existing pay/salary range. The incumbents must be regular, permanent employees and the request to the

County Executive Officer by the Agency/Department Head must be accompanied by a performance evaluation for each employee in the classification who is to receive a pay adjustment under this section (abbreviated will be acceptable) demonstrating that each such employee is meritorious of the pay adjustment. Adjustments granted under this section will not cause the top step of the salary range to be increased nor permit any employee to receive pay above the established pay/salary range.

Pay adjustments pursuant to this section shall be limited to once per calendar year for any job classification and incumbent employed in any such classification.

If an employee is granted a pay/salary adjustment pursuant to this section, that employee's next merit increase shall not be due until 2,080 hours of service have elapsed from the first day of the period in which the pay adjustment under this section went into effect.

Sec. 529 ONE-TIME PAYMENT:

For employees who are not eligible for the California State Retention Bonus under Senate Bill 184, for designated health care classifications:

Effective with the pay period beginning January 8, 2023, full-time employees (regularly scheduled to work 64 hours or more bi-weekly) who are covered by this Agreement on the date of adoption shall receive a one-time payment of one thousand dollars (\$1,000). Part-time and per diem pool employees covered by this Agreement on the date of adoption shall receive a one-time payment of five hundred dollars (\$500).

Effective with the pay period beginning January 7, 2024, full-time employees (regularly scheduled to work 64 hours or more bi-weekly) who are covered by this Agreement shall receive a one-time payment of one thousand dollars (\$1,000). Part-time and per diem pool employees who are covered by this Agreement on the date of adoption shall receive a one-time payment of five hundred dollars (\$500).

Employees shall not be eligible for both the one-time payment described above and the California State Retention Bonus under Senate Bill 184.

ARTICLE 6 OTHER BENEFITS AND PREMIUM PAY

Sec. 601 BILINGUAL PREMIUM PAY:

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

The rates for the respective levels are:

<u>Bilingual Level</u>	<u>Premium Pay</u>
I	\$.65/hour
II	\$.80/hour
III	\$1.10/hour

Effective 12/25/2022, the rates for the respective levels are:

<u>Bilingual Level</u>	<u>Premium Pay</u>
I	\$.69/hour
II	\$1.00/hour
III	\$1.32/hour

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

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

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

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

Sec. 602 STANDBY PREMIUM PAY:

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

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

Sec. 603 NIGHT SHIFT DIFFERENTIAL PREMIUM PAY:

- A. Except as otherwise provided herein, the night shift differential for regular employees who are required to work half of a shift plus one (1) hour between the hours of 3:00 p.m. and 7:00 a.m. shall be calculated at the rate of five percent (5%) of the base pay of said employee.
- B. Any person employed as a Jail Cook who is assigned to a shift between the hours of 3:00 a.m. to 11:00 a.m. or 11:00 a.m. to 7:00 p.m. shall be eligible to receive a five percent (5%) premium (based on his/her hourly base rate of pay).
- C. Except as otherwise provided herein, the night shift differential premium for FLSA non-exempt employees employed by the

Information Systems Department who are assigned to the night shift (11:00 p.m. to 8:15 a.m.) or who are required to work five-eighths (5/8) of a shift between the hours of 11:00 p.m. and 8:15 a.m. shall receive a ten percent (10 %) premium (based on his/her hourly base rate of pay).

- D. Employees shall only be eligible for one form of night shift differential per shift in accordance with (A), (B) and (C) above.
- E. For the purpose of paying shift differential any employee held over or called in will receive the shift differential applicable to the hours they work.

Sec. 604

EVENING AND NIGHT SHIFT DIFFERENTIAL PREMIUM PAY -
NURSING CARE COORDINATORS, CLINICAL COORDINATORS,
CLINICAL LABORATORY SCIENTISTS, AND SELECTED TECHNICIAN
CLASSES:

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

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

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

Articles, twelve dollars and fifty cents (\$12.50) for each weekend shift worked.

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

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

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

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

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

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

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

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

Sec. 611 NIGHT SHIFT/EVENING SHIFT OVERTIME RATE – SPECIFIC CLASSIFICATIONS: The following hourly premiums shall be paid to the classifications listed below when employees in these classifications are

assigned and work overtime on a night/evening shift. The rates listed below will be multiplied by the number of overtime hours worked on a night shift and paid in addition to the contract overtime calculation.

Evening/Night Shift Overtime Premium:

Rate 1 - \$0.90/overtime hour

<u>Job Code</u>	<u>Classification</u>
0156	Nursing Assistant I
1235	Medical Laboratory Tech I
1236	Medical Laboratory Tech II
1358	Records Technician I
1359	Records Technician II
1521	HCA Housekeeper I

Rate 2 - \$1.62/overtime hour

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

Rate 3 - \$3.93/overtime hour

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

Rate 4 - \$13.68/overtime hour

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

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

<u>Job Code</u>	<u>Classification</u>	<u>Premium Rate</u>
1453	Radiologic Technologist	\$3.00/hour
331, 332, 333, 334	Radiologic Specialist I/II/III/IV	\$5.00/hour

Effective 12/25/2022, the following classification shall be added:

<u>Job Code</u>	<u>Classification</u>	<u>Premium Rate</u>
426	Diagnostic Technician	\$3.00/hour

Sec. 613 UNIFORM ALLOWANCE:

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

<u>CLASSIFICATION</u>	<u>AMOUNT</u>
Animal Control Officer II, III,	\$750.00
Supv. Animal Control Officer	\$750.00
Supv. Park Ranger	\$750.00
Sheriff's Cadet I & II	\$750.00
Sheriff Custody Records Supervisor	\$750.00
Senior Sheriff Custody Records Supervisor	\$750.00
Sheriff Fingerprint Specialist	\$750.00
Sheriff Intake & Release Specialist	\$750.00
Senior Sheriff Intake & Release Specialist	\$750.00
Sheriff Records Specialist I & II	\$750.00
Senior Sheriff Records Specialist	\$750.00
Sheriff Custody Records Technician I & II	\$750.00
Senior Sheriff Records Supervisor	\$750.00
Sheriff Records Supervisor	\$750.00
Sheriff Records Division Supervisor	\$750.00
Staff Service Specialist I (Training Coordinator)	\$750.00
Public Safety Dispatchers I and II, and	
Supv. Public Safety Dispatcher	\$750.00
Emergency Dispatch Systems Coord. (Sheriff)	\$750.00
Training Coordinators (Sheriff)	\$750.00

In order to receive such uniform allowance, employees must have been employed in one of the above stated classifications for at least six months prior to November 1 of each year. Employees who

terminate prior to November 1 shall not be eligible to receive any uniform allowance.

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

Employees of the Ventura County Fire Protection District who are required to wear uniforms and are mentioned above will receive the corresponding allowance upon hire. The allowance will be included in the first payroll check received by the employee. However, the employee will not receive the next scheduled uniform allowance. Additionally, employees who are required to wear a uniform will be provided 2 (two) sets of trainee uniforms upon hire, which includes 2 (two) department polo shirts, 2 (two) pairs of pants, and 1(one) belt. Once training is complete, a complete set of uniforms will be provided to include 2 (two) shirts, 2 (two) pairs of pants or skirts, shoes, and jacket or sweater.

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

<u>Classification</u>	<u>Minimum Uniform Sets</u>
GSA Maint. Worker I, II, III	7 sets pants/shirts
Custodian I, II, III (GSA)	5 shirts/1 pair slip resistant shoes
HCA Housekeeper I, II	5 sets pants/shirts
Jail Cooks (Sheriffs' Dept.)	5 sets pants/shirts
PW Maint. Wkr. I, II, III, IV	9 sets pants/shirts
PW Maint. Wkr. Specialist	9 sets pants/shirts
Maint. Wkr. I, II, III, IV	9 sets pants/shirts
RMA Technician I-EH, II-EH, III (assigned to Vector Control)	4 sets pants/shirts
Water & Wastewater Services Worker, Trainee Asst., I, II, III, IV	9 sets pants/shirts
Wastewater Operator	9 sets pants/shirts

Couriers (GSA) I, II, III Inventory Management	11 sets pants/shirts
Assistants (GSA) I, II, III Building Equipment Utility Workers (GSA)	11 sets pants/shirts

Employees may request a mix of long pants and shorts. It shall be at the County's discretion to approve such a request, determine the appropriate mix, and determine if and when shorts may be worn. The selected mix may not be changed until the vendor replaces the garment(s) due to non-serviceability.

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

GSA Maintenance employees may request and wear up to five (5) polo-style (collared) shirts per year. The polo-style shirts are to be maintained by the employees at their own expense. The shirts are to be worn in a condition free from holes, tears, and soil. County will replace up to four (4) shirts annually. On or around October 1st of every even-numbered year, GSA Maintenance Workers and Building Equipment Utility Workers shall receive a work jacket of a design/style chosen by GSA Management. On or around every October 1st and April 1st, GSA Maintenance Workers and Building Equipment Utility Workers shall receive a hat/cap of a design/style chosen by GSA Management. For purposes of this Section, the Jackets due for 2016 will be procured and distributed to employees as soon as administratively possible after final Board approval of this Agreement.

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

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

Sec. 615 BOARD CERTIFIED PSYCHIATRISTS AND PSYCHOLOGISTS: Regular full-time and part-time psychiatrists who have an American Board of Psychiatry Certification shall receive premium pay of \$1.93 per hour compensated per bi-weekly pay period, not to exceed eighty (80) compensated hours per pay period. Such premium pay shall be in addition to their base pay.

Psychologists who are diplomates of the American Board of Professional Psychology shall receive premium pay of \$1.19 per hour compensated, per bi-weekly pay period, not to exceed eighty (80) compensated hours per pay period. Such premium pay shall be in addition to their base pay.

Sec. 616 CERTIFIED PUBLIC ACCOUNTANT:

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

Accountant I/II
Senior Accountant
Principal Accountant
Internal Auditor/Analyst I/II
Senior Internal Auditor/Analyst
Auditor-Appraiser Trainee, I, II and III

B. An eligible employee may receive the premium pay for a maximum of 80 compensated hours per pay period; and, such premium pay shall be in addition to their base pay.

C. Job-related examination fees for certification as a public accountant may be eligible for reimbursement when approved by the Agency/Department Head.

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

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

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

Any Sheriff's Technical Communication Specialist I/II, Supervising Technical Communication Specialist, Emergency Dispatch System Coordinator or Staff Service Specialist I assigned to the Sheriff's Department's Communication Center shall receive a bi-weekly incentive pay of \$85.24.

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

- A. This payment is to be paid bi-weekly.
- B. Employees who are assigned to attend a required EMD training program while in an otherwise off-duty capacity shall be paid compensation for time spent attending that program subject to Article 10.
- C. Failure to obtain and/or maintain all required certificates, qualifications and/or licenses shall result in denial of payment under this section, and shall also empower the District to impose disciplinary action. In addition, the employee may be immediately reassigned without any loss of pay other than the EMD bonus. In lieu of this reassignment, the employee may elect to use paid leave benefits to perform the necessary acts to secure the required certification.
- D. Benefits potentially due under this Section shall not apply to Public Safety Dispatchers who are in training prior to successful graduation from the Academy.

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

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

Sec. 621 VCMC PSYCHIATRIC INPATIENT UNIT ASSIGNMENT DIFFERENTIAL:

Any regular, non-physician, non-psychiatric technician, and/or non-nursing employee specifically assigned to work in the Ventura County Medical Center's Unit and specifically designated by the HCA Director to provide acute inpatient mental health care shall receive a five percent (5%) differential for work performed. Depending on the overtime status of the employee, said differential shall be based on, and paid in addition to, either the base hourly wage or base bi-weekly hourly rate of pay/salary of the employee. Eligibility for this differential is at the sole discretion of the HCA Director.

Sec. 622 MARKET-BASED PREMIUM PAY:

Employees in the following classifications with the indicated work assignments shall be paid the additional hourly pay shown. The amount of additional pay ("market-based premium pay" or "MBPP") indicated is the amount the County has deemed necessary to add to regular base pay to compete for qualified individuals in today's job market. The County may, without further approval by Local 721, adjust the amount of MBPP for indicated work assignments based on the County's determination of job market forces. Any adjustment to the MBPP will be calculated as needed and with reference to the latest annual market survey of comparable positions in local hospitals and pharmacies and implemented via an amendment to the chart below that will be publicly posted. Adjustment of the MBPP, whether an increase or decrease, will be in accord with the County's compensation goal of paying within 5% of the median market pay rate, subject to exigent circumstances.

Classification	Work Assignment	MBPP	Descriptors
Clinical Laboratory Scientist I	None	0.00	Not needed at this time
Clinical Laboratory Scientist II	None	0.00	Not needed at this time
Clinical Laboratory Scientist III	None	0.00	Not needed at this time
Certified Occupational Therapy Assistant	None	0.00	No Incumbents
Certified Phlebotomy Technician I	Ambulatory Care Clinics	\$1.870000	Ambulatory Care Clinics
Certified Phlebotomy Technician II	Ambulatory Care Clinics	\$2.370000	Ambulatory Care Clinics
Certified Phlebotomy Technician III	Ambulatory Care Clinics	\$2.870000	Ambulatory Care Clinics

Classification	Work Assignment	MBPP	Descriptors
Cook	None	0.00	Not needed at this time.
Community Services Worker I	Ambulatory Care Clinics – Mixteco translator	\$2.500000	Bilingual/Trilingual translation for Mixteco only speaking patients and clients of Ambulatory Care Clinics
Community Services Worker II	Ambulatory Care Clinics – Mixteco translator	\$3.500000	Bilingual/Trilingual translation for Mixteco only speaking patients and clients of Ambulatory Care Clinics
Community Services Worker III	Ambulatory Care Clinics – Mixteco translator	\$4.500000	Bilingual/Trilingual translation for Mixteco only speaking patients and clients of Ambulatory Care Clinics
Histologist	All	\$3.000000	Requires specialized training. Historically difficult to recruit/high turnover positions.
Licensed Physical Therapy Asst.	All	\$5.396550	Under the supervision of a physical therapist provides physical therapy services. Requires CA state license.
Medical Assistant I	None at this time.	0.0000	Not needed at this time.
Medical Assistant II	None at this time.	0.0000	Not needed at this time.
Medical Assistant III	None at this time.	0.0000	Not needed at this time.
Medical Office Assistant I	None at this time.	0.0000	Not needed at this time.
Medical Office Assistant II	None at this time.	0.0000	Not needed at this time.
Medical Office Assistant III	None at this time.	0.0000	Not needed at this time.
Medical Office Assistant IV	None at this time.	0.0000	Not needed at this time.
Orthopedic Technician	Ambulatory Care Clinics	\$4.500000	Ambulatory Care Clinics
Senior Orthopedic Technician	Ambulatory Care Clinics	\$6.000000	Ambulatory Care Clinics
Pharmacist I/II	VCMC/SPH General Pharmacy	\$11.000000	General Pharmacy work. All levels require a PhD. And CA state licensure. Excludes those who do not dispense medication.
Pharmacist I/II	VCMC/SPH General Pharmacy (Non-PEPRA Only, i.e., not subject Gov. Code, § 7522.34)	\$13.000000	General Pharmacy work. All levels require a PhD. And CA state licensure
Pharmacist I/II	Antimicrobial Stewardship Pharmacist	\$14.000000	Oversight & management of antibiotics in both hospitals; Manages Antimicrobial Stewardship Program with ID Physician. Requires specialized knowledge of infectious diseases.

Classification	Work Assignment	MBPP	Descriptors
Pharmacist I/II	ICU Pharmacist/Clinical Coordinator	\$14.000000	Full-time coverage of ICU pharmacy services to care for high acuity patients. Requires specialized knowledge in critical care.
Pharmacist I/II	Informatics	\$14.000000	In addition to regular pharmacy duties, Cerner analyst and liaison for pharmacy.
Pharmacist I/II	Oncology	\$14.000000	Handling and management of dangerous, high-cost, toxic chemotherapy and immunosuppressant drugs.
Pharmacist I/II	Night Shift/ Solo Practitioner	\$16.500000	Pharmacist on night shifts has full autonomy during night shifts covering both VCMC and SPH as the only pharmacist on duty. Must be highly skilled & meticulous
Pharmacist I/II	Medication Safety Officer	\$17.000000	Responsible for medication safety oversight for all of VCMC & SPH. Develops and maintains Medication Error Reduction Program as required by State of California.
Pharmacist I/II	Night Shift/Solo Practitioner/ Grandfathered by assignment date (Non- PEPRA only)	\$21.000000	Pharmacist on night shifts has full autonomy during night shifts covering both VCMC and SPH as the only pharmacist on duty. Must be highly skilled & meticulous. Those assigned to duties on or before 11/13/2011 received higher MBPP because of exigent circumstances at the time of assignment.
Pharmacy Technician I/II	Oncology	\$7.235980	Handling of dangerous, high-cost, toxic chemotherapy and immunosuppressant drugs.
Pharmacy Technician I/II	VCMC/SPH General Pharmacy	\$6.235980	General Pharmacy work. All assignments require CA state certification.
Pharmacy Technician I/II	Night Shift	\$7.235980	Pharmacy technician on night shift covering both VCMC and SPH as the only pharmacy technician on duty. Must be highly skilled and meticulous.
Principal Respiratory Therapist	Adult	\$6.360719	Standard respiratory care of adult patients. All levels require CA state licensure and national certification.

Classification	Work Assignment	MBPP	Descriptors
Principal Respiratory Therapist	Adult/COPD/PFT/CM	\$7.860719	Standard respiratory care of adult patients. In addition, trained in Pulmonary Function Testing (PFT) and certified in the care of COPD patients.
Principal Respiratory Therapist	Adult/NRP/STABLE/SPH	\$7.860719	Standard respiratory care of adult patients. On call for births at SPH requiring additional Neonatal certification and training.
Principal Respiratory Therapist	Adult/Cerner	\$8.360719	Standard respiratory care of adult patients. Cerner software analyst and liaison for respiratory.
Principal Respiratory Therapist	PICU/NICU/Adult	\$9.360719	Standard respiratory care of adult patients and respiratory care of higher acuity children, infants and adults.
Occupational Therapist/Sr. Occupational Therapist	Certified Hand Therapist	\$5.617232	Master's degree, CA state licensure and Specialty certification in hand therapy. Needed to meet the rehab needs of those receiving hand surgery through VCMC.
Operating Room Technician I	VCMC/SPH	\$2.493505	Effective 8/8/2021.
Operating Room Technician II	VCMC/SPH	\$2.690167	Effective 8/8/2021.
Operating Room Technician III	VCMC/SPH	\$2.897885	Effective 8/8/2021.
Physical Therapist/Sr. Physical Therapist	None	0.00	Not needed at this time
Radiologic Specialist I/II/III	None	0.00	Not needed at this time
Radiologic Technologist	Ambulatory Care Clinic Assignments that require the incumbent to perform limited Orthopedic Technician duties.	\$5.00000	Ambulatory Care Clinics
Registered Dietitian I/II/III	Ambulatory Care Clinic – Certified Diabetic Educator	\$2.500000	Registered Dietitians assigned to Ambulatory Care who hold and use a Certified Diabetic Education certification.
Staff Psychologist	All	0.00	Not needed at this time
Senior Psychologist	All	0.00	Not needed at this time
Lead Psychologist	All	0.00	Not needed at this time
Speech Pathologist	All	\$6.494564	Both levels plan, coordinate, and administer speech pathology

Classification	Work Assignment	MBPP	Descriptors
			treatment programs for the rehabilitation of patients.
Senior Speech Pathologist	All	\$6.494564	Both levels require a Master's degree, CA state licensure (SLPAB) and national certification (ASHA).
Supervising Therapist I	None	0.00	Not needed at this time
Supervising Therapist II	Outpatient/Inpatient (excludes CCS)	\$3.770000	Incumbents supervise Physical Therapy and Occupational Therapy staff and/or clinics in the absence of management. Bachelor's or Master's and CA state licensure is required

The MBPP will be fixed in the foregoing amounts; adjustments to the above schedule will be made publicly available in the same form as set forth above; provided, however, that the MBPP shall not exceed \$15 per hour for these classifications: Pharmacy Technician I and II, Clinical Laboratory Scientist I/II and III, Cook, Community Services Worker I/II and III, Community Health Worker, Histologist, Radiologic Specialist I/II and III, Radiologic Technologist, Licensed Physical Therapy Assistant, Principal Respiratory Therapist and Certified Occupational Therapy Assistant, Certified Phlebotomy Technician I/II and III, Medical Assistant I/II and III, Medical Office Assistant I/II/III and IV; or \$25 for these classifications: Operating Room Technician I, II and III, Pharmacist I and II, Speech Pathologist, Senior Speech Pathologist, Physical Therapist, Senior Therapist, Occupational Therapist, Senior Occupational Therapist, Supervising Therapist I and II, Staff Psychologist, Senior Psychologist and Lead Psychologist, Orthopedic Technician, Senior Orthopedic Technician, Registered Dietitian I/II and III.

If an employee is receiving an MBPP on the effective date of the general salary increases set forth in Article 5, Sec. 501A, his or her MBPP shall not be reduced as a result of the implementation of said salary increase.

The County agrees to meet and consult with the union on any changes in application of Section 622 prior to implementation.

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

1. When the endorsement(s) is obtained concurrent with the renewal of his/her Commercial Driver's License; or,
2. When, through no fault of the employee, he/she renewed his/her Commercial Driver's License and was subsequently advised by the County that the endorsement is required.
3. If, on the effective date of this MOA he/she already holds a Class "A" license and the endorsement(s) if he/she is subsequently advised by the agency/department that such endorsement(s) is required.

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

Eligible Classifications

GSA Maintenance Trainee
 GSA Maintenance Worker I, II, III
 GSA Maintenance Supervisor
 Public Works Maintenance Worker I, II, III, IV
 Public Works Maintenance Worker Specialist
 Public Works Maintenance Supervisor
 Maintenance Worker Trainee
 Maintenance Worker I, II, III, IV
 Maintenance Supervisor
 Water/Wastewater Services Worker Assistant
 Water/Wastewater Services Worker I, II, Senior, and Supervisor

Sec. 624 EDUCATION INCENTIVE PAY:

- A. Employees shall receive incentive pay in addition to base hourly rate of pay/salary for educational attainments not specifically required by the position pursuant to the official class specification maintained by the Human Resources Division as follows:
 1. Associate in Arts/Science Degree 2.5%
 2. Bachelor's Degree 3.5%
 3. Graduate Degree 5.0%
- B. Employees eligible for educational incentive pay shall be entitled to receive only one (1) level of pay for the highest degree level attained.
- C. Incentives shall be granted pursuant to this Section only after submission of appropriate documentation to, and approval by, the Human Resources Division.

Ventura County Employees' Retirement Association (VCERA) staff who have attained certification as a Certified Employee Benefits Specialist (CEBS) shall receive a three and one-half percent (3.5%)

premium pay in addition to base hourly rate of pay/salary. Employees are eligible for this benefit in addition to other benefits outlined in Article 6.

- D. Educational Incentive may be granted only after submission of appropriate and sufficient documentation to the Director-Human Resources that evidence, to his/her satisfaction, that the educational attainment on which the request for benefits is based is truly relevant to, but not required for, performance of the duties of the position in which the individual is employed. Unless specifically provided hereby, employees shall continue to be entitled to receive the benefit associated with the highest level of degree possessed. Interpretation/application of this provision is to continue as neither grievable nor arbitrable.

Sec 625 ASSIGNMENT PREMIUM:

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

Sec. 626 CERTIFICATION PAY: Any Principal Respiratory Therapist, Physical Therapist, Sr. Physical Therapist, Occupational Therapist, Sr. Occupational Therapist, Speech Pathologist and Sr. Speech Pathologist who possesses or acquires certifications issued by a national or state recognized organization is eligible for \$0.625 per hour, per shift, per certification for up to a maximum of three (3) certifications per employee. In order to qualify for the certification pay, the employee must provide appropriate documentation and request the pay. Certifications must be deemed appropriate by Hospital Administrators and be consistently utilized in the employee's regular assignment.

Effective 12/25/2022, the premium shall be increased to \$.80 per hour, per shift per certification for up to a maximum of three (3) certifications per employee.

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

At no time will an employee in any classification receive a negative rating, be penalized or refused a merit increase as a result of not having a certification/certifications that are not required in the employee's job classification.

Sec. 627 PUBLIC SAFETY DISPATCHER TRAINING OFFICER PREMIUM: Employees in the classifications of Public Safety Dispatcher II, Sheriff's Technical Communications Specialist II, Supervising Public Safety Dispatcher, or Supervising Technical Communication Specialist who are designated as Training Officers shall receive one dollar and fifty cents (\$1.50) per hour for each shift in which a trainee is assigned to them and they actually perform training related duties.

Effective 12/25/2022, the premium shall be increased to two dollars (\$2.00) per hour for each shift in which a trainee is assigned to them and they actually perform training related duties.

Sec. 628 ABOVE AND UNDERGROUND STORAGE TANK INSPECTOR CERTIFICATION: Regular employees who are employed full-time or part-time in the classifications of RMA Technician II or III, or Environmental Health Specialists II III, IV or Supervising Environmental Health Specialist, and who are assigned to the Hazardous Materials Program, who have an Inspector Certification issued by the International Code Council shall receive premium pay of \$1.56 per hour compensated per bi-weekly pay period, not to exceed eighty (80) compensated hours per pay period. Such premium pay shall be in addition to their base pay.

Sec. 629 DEFERRED COMPENSATION: Employees in the units covered by this MOA may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum amount allowed under the County's plan. The County will match a part of an employee's contribution of the employee's

hourly rate of pay/salary on a pay period basis, according to the following schedule:

<u>Employee Contribution</u>	<u>County Match</u>
1.50%	1.50%
1.75%	1.75%
4.00%	2.00%

Effective 12/25/2022, the below schedule will replace the schedule above:

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

Sec. 630 PARKING SPACE: The County shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.

Sec. 631 SPECIAL EQUIPMENT OR CLOTHING: Under no circumstances shall the employee be required to purchase special equipment or clothing unless so directed by order of the Board. County will consult with Union if such should occur.

Sec. 632 SAFETY SHOE REIMBURSEMENT: Effective July 1st of each year, employees whom the appointing authority has determined must wear safety shoes, shall be eligible to receive a \$250.00 voucher towards the purchase and/or maintenance of such shoes for wear on the job. A new employee shall become eligible to receive a voucher upon hire. The parties recognize and agree that distribution of the voucher completely satisfies any obligation the County may have with respect to the provisions of safety shoes. Upon demonstration of need and approval by the appointing authority, an employee may receive an additional \$250.00 voucher towards the purchase of a replacement pair of safety shoes.

Agricultural Inspectors are eligible for safety shoe reimbursement upon request.

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

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

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

Sec. 636 LICENSE/REGISTRATION REIMBURSEMENT-NURSING CARE COORDINATORS, CLINICAL COORDINATORS, AND SPECIFIED TECHNICIAN CLASSES:

The County shall reimburse employees in the below listed classifications for State required, job related licenses provided, however, that the Director-HCA or Director-Human Services Agency (hereinafter "HSA), as appropriate, determines that such licenses are necessary to meet the requirements of the position(s). Employees in HSA and Behavioral Health are eligible for reimbursement for Mental Health Associate Licenses.

Classifications eligible for reimbursement are:

1. Principal Respiratory Therapist
2. Radiologic Technologist and Specialist I, II, III, & IV
3. Pharmacy Technician I and II
4. Registered Dietician I, II, III
5. Nursing Care Coordinator I, II
6. Clinical Coordinator – Surgical Services
7. Public Health Nutritionist I, II, III
8. Staff Psychologist and Senior Psychologist
9. Psychiatric Social Worker I, II, III, IV
10. Mental Health Associate
11. Community Services Coordinator
12. Behavioral Health Clinician I, II, III & IV
13. Physical Therapist
14. Occupational Therapist
15. Clinical Laboratory Scientist I, II, III
16. Pharmacist I & II
17. Alcohol Drug and Treatment Specialist I, II, III
18. Coder - Certified

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

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

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

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

Sec. 638 STAFF DEVELOPMENT FOR CLINICAL COORDINATORS: Employees shall be authorized up to sixteen (16) hours per year of leave with pay to attend job-related conferences and seminars which are conducted during times when said employees would regularly be on duty. Such leave may be taken while utilizing Textbook and Tuition Reimbursement. The approval and scheduling of such time off with pay by a department head is predicated on the availability of adequate staffing.

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

Sec. 640 PERSONAL PROPERTY REIMBURSEMENT POLICY:

- A. Criteria - When employees have an item of personal property lost, damaged or stolen while in the line of duty and through no fault of their own and when that item is necessarily worn, carried or required as part of their job, a claim for reimbursement may be submitted to the Safety and Claims Officer.

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

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

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

MAN'S SLACKS:

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

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

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

discretion in accordance with applicable state and federal rules regulating the authorization of treatment plans.

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

Sec. 644 JAIL COOK PREMIUM: Jail Cooks and individuals employed in the Food Services classification series by the Ventura County Sheriff's Department who are regularly assigned to work with inmates shall receive a premium of five percent (5%) per hour above their base hourly rate of pay for each hour worked and/or compensated.

Sec. 645 APPRAISER CERTIFICATION: Effective December 7, 2014, regular employees occupying one of the classifications listed below and possessing an advanced Appraiser Certification issued by the State Board of Equalization shall receive an incentive of \$50.00 bi-weekly:

- A. Supervising Auditor-appraiser
- B. Supervising Appraiser

Sec. 646 INTERNATIONAL CODE COUNCIL CERTIFICATIONS: Effective the first pay period following Board approval, any employee employed in the classifications Building Inspector I/II/III/IV who completes and possesses any of the following certifications from the International Code Council shall be eligible to receive a one and one-quarter percent (1.25%) incentive of their base pay for each certification up to a maximum of four (4):

1. Plumbing Inspection (Res) Building Inspector I (up to four)
2. Mechanical Inspection (Res) Building Inspector I (up to four)
3. Electrical Inspection (Res) Building Inspector I (up to four)
4. Building Inspection (Res) Building Inspector I (up to four)
5. Plumbing Inspection (Non-Res) Building Inspector II/III/IV (up to four)
6. Mechanical Inspection (Non-Res) Building Inspector II/III/IV (up to four)
7. Electrical Inspection (Non-Res) Building Inspector II/III/IV (up to four)
8. Building Inspection (Non-Res) Building Inspector II/III/IV (up to four)
9. Structural Masonry Special Inspection Building Inspector II/III/IV (up to four)
10. Structural Steel Special Inspection Building Inspector II/III/IV (up to four)
11. Structural Concrete Special Inspection Building Inspector II/III/IV (up to four)

12. Plans Examiner (Plumbing or Mechanical) Building Inspector III, IV (up to four)
13. Plans Examiner (Electrical) Building Inspector III, IV (up to four)
14. Plans Examiner (Res or Non-Res Building) Building Inspector III, IV (up to four)
15. Disabled Access Inspection Building Inspector III, IV (up to four)
16. Energy Conservation Inspection Building Inspector III, IV (up to four)
17. Flood Plain Construction Inspection Building Inspector III, IV (up to four)

Incentive shall be granted pursuant to this Section only after submission of appropriate documentation to the employing department. Employees will become eligible to receive the certification pay the first day of the following pay period.

Sec. 651 IN-HOUSE REGISTRY (IHR) GUIDELINES FOR LOCAL 721 NON-EXEMPT CLASSIFICATIONS – HEALTH CARE AGENCY (Clinical Laboratory Scientist, Operating Room Technicians, Respiratory Therapists, Radiology Technicians, Radiology Specialists, and Sterile Processing Technicians):

Introduction: This agreement, effective 12/25/2022, is reached in an effort to develop a program in which regular full-time and regular less than full-time employees represented by the Local 721 can voluntarily work extra hours as needed to reduce the utilization of outside agencies.

Registration: Employees interested in working IHR shifts will offer a letter of intent to their direct manager.

Eligibility: Registry sign-up is contingent on the employee reporting for duty and completing his/her regular hours schedule for a two-week period (not including hours placed “on call”). If the employee is called off during the two (2) week schedule, the hours called off will be considered hours worked for purposes of IHR eligibility. Paid time off (for example, annual leave, vacation, or sick leave) does not count as time worked for completing the hours schedule requirement. Holidays are time worked for purposes of IHR eligibility.

Only non-exempt employees in classifications represented by Local 721 are eligible to participate in the registry. Non-exempt employees are those who under the Fair Labor Standards Act are eligible for overtime payment.

The establishment of the IHR Program is not intended as a guarantee of work.

Competencies: Employees will be certified for work in specific areas of the Medical Center. The Clinical Manager or designee will be responsible for orientation and competency certification of the employee prior to the

employee taking an IHR assignment. Orientation and competency certification will be on paid time.

Availability and Assignment: IHR participants will notify their direct clinical manager (or their designees) each month of their availability for the following month (shifts, dates and areas of work).

IHR employees will accept both the unit and patient care assignments, based on their competencies, preferences, and availability.

IHR Employees will get written approval from their manager to work an IHR shift in another unit prior to working the shift.

Call On/Call Off: IHR employees will receive a minimum of two hours' notice if called off from IHR work. Employees will be given a minimum of two hours of pay at the IHR rate if the employee reports for work and the need for registry work no longer exists. The two hours of pay, in that instance, only applies if the employee actually works the two hours. The employee may also volunteer to go home, in which case the employee would be paid at the IHR registry rate for actual hours worked.

Employees also have up to forty-eight (48) hours before reporting for registry work to cancel. If an employee cancels a shift less than forty-eight (48) hours before a scheduled registry shift, those hours will be charged to sick/annual leave bank, the only exception being if the employee brings a doctor's notice excusing the absence. If an employee is called for registry work without the two hours advance notice, the employee may decline registry work without it being counted as a refusal.

The above IHR call on/call off procedure is for IHR only and does not conflict with any other call on/call off procedure.

Service Commitment/Removal from Registry: Employees who sign-up for IHR are expected to commit to serve in the IHR for at least six months. After the initial six months, employee will remain on the IHR until and unless the employee asks to be removed or are otherwise removed from the IHR. An employee may be removed from the IHR if s/he does not report or refuses an otherwise valid request to report for registry duty three (3) times during the six-month commitment to the IHR.

In addition, an IHR enrollee may be removed from the program if there are performance or job-related disciplinary issues while an employee is functioning in the IHR Program or in the course of his/her employment with the County. Such issues will be evaluated and reviewed with the employee prior to removal from the IHR.

Timekeeping: IHR employees will sign in and out on the IHR Log. At the end of the pay period, the employee's regular supervisor/manager may

verify the hours worked with the appropriate IHR Coordinator or designated staffing coordinator.

IHR Hours: IHR work will be considered “extra” shifts and not an extension of the regular workday. IHR will be used after overtime is offered to all employees eligible to work the overtime. IHR employees will record hours worked which represent overtime (beyond 40 hours/pay period) separately from those which represent non-overtime hours (e.g., those which do not cause the employee to have worked more than 40 hours/pay period).

IHR Rates of Pay: The IHR rate of pay is as follows:

1. For IHR hours which are “non-overtime” hours (i.e., the total of the employee’s regular hours worked and any IHR hours does not equal above 40 hours in any one work week), the rate is equal to 1.75 times the employee’s straight time base hourly rate plus any applicable evening and night shift differentials and any MBPPs as defined in section 622 of this Agreement, exclusive of any other premiums. For example, an employee making \$20/hour who works a 24-hour weekly schedule and then works an additional 4 hours of IHR is paid \$35/hour for the IHR assignment.
2. For IHR hours which result in overtime (i.e., IHR hours which when added to hours worked equals more than 40 hours in a work week, the rate is 2.0 times the employee’s straight time base hourly rate plus any applicable evening and night shift differentials and any MBPPs as defined in section 622 of this Agreement, exclusive of any other premiums. For example, an employee making \$20/hour who works a 40-hour weekly schedule and then works an additional 4 hours of IHR is paid \$40/hour for IHR “overtime” hours.

The IHR rate is intended for registry work only and is not considered as the rate of pay for usual overtime hours.

Overpayments: Should an overpayment occur under the IHR, the employee shall be informed of the circumstances of the overpayment. An employee representative may review the documentation explaining the overpayment with the employee and his/her supervisor/manager. Local 721 agrees that it will support the County’s efforts to collect any IHR overpayment.

IHR Committee Review: The IHR Committee will meet as needed to resolve issues of mutual concern. The Committee shall be composed of ten members (five members from County Management and five members from the Union).

Sec. 652 PRINCIPLE RESPIRATORY THERAPIST CHARGE PREMIUM:

Effective 12/25/2022, any Principal Respiratory Therapist assigned by the Medical Director, or their designee, as "Charge" shall receive premium pay of \$2.00 per hour for only those hours designated as Charge. This premium shall be limited to no more than one (1) Principle Respiratory Therapist at any given time and limited to twenty-four (24) hours paid in any calendar day.

Sec. 653 SHERIFF RECORDS DIVISION ASSIGNMENT PAY:

Any employee in the classifications listed below who works within the Sheriff's 24/7 Records Division and works in a 24/7 operation, including nights, weekends, and rotating shifts, shall be eligible for a five percent (5%) assignment differential of their base salary, as designated by Sheriff management.

00544 Sheriff's Records Technician I
00545 Sheriff's Records Technician II
00546 Sheriff's Senior Records Technician
00508 Sheriff's Records Supervisor I
00509 Sheriff's Records Supervisor II

The Sheriff retains the right to designate which assignments receive this assignment pay. The Sheriff also may reassign any employee receiving such assignment pay to any other assignment, including an assignment resulting in the loss of the assignment pay.

ARTICLE 7 HEALTH INSURANCE

Sec. 701 COUNTY CONTRIBUTION:

- A. Regular, full-time employees will be covered by the County of Ventura Flexible Benefits Program. Subject to terms and conditions of the plan document, the County shall continue to contribute a biweekly amount as approved by the Board of Supervisors towards the Flexible Benefits Program for each regular full-time employee.

Commencing December 11, 2022, a tiered Flexible Credit Allowance shall be implemented as defined below with the Board-approved biweekly contribution amount for each tier as follows:

<i>Medical Plan Enrollment</i>	Effective Date		
	12/11/2022	12/10/2023	12/8/2024
Tier I - Employee Only	\$497	\$502	\$509
Tier II - Employee +1	\$678	\$730	\$779
Tier III - Employee + Family	\$825	\$905	\$983

- B. Flexible credits for enrolled regular part-time employees shall be established on a separate basis from regular full-time employees. For each enrolled regular part-time employee subject to the conditions of the plan document, the County shall contribute a biweekly amount as approved by the Board of Supervisors towards the Flexible Benefits Program. For purposes of this Article only, regular part-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty (60) hours per biweekly pay period.

Commencing December 11, 2022, a tiered Flexible Credit Allowance shall be implemented as defined below with the Board-approved biweekly contribution amount for each tier as follows:

<i>Medical Plan Enrollment</i>	Effective Date		
	12/11/2022	12/10/2023	12/8/2024
Tier I - Employee Only	\$348	\$351	\$356
Tier II - Employee +1	\$475	\$511	\$545
Tier III - Employee + Family	\$578	\$634	\$688

- C. The health insurance plan for enrolled OCEs shall be established on a separate basis from regular full-time and regular part-time employees. Each OCE shall be enrolled in the VCHCP medical plan

only and shall not be afforded the other benefits associated with the Flexible Benefits Program.

The provisions of Sec. 702 and Sec. 703 below will be implemented as soon as administratively possible. When implemented, the language of Sec. 702 will supersede and replace section 701 above.

Sec. 702 COUNTY CONTRIBUTION FOR EMPLOYEES TO PURCHASE A COUNTY-SPONSORED HEALTH PLAN:

- A. Regular employees may elect to be covered by the County of Ventura Flexible Benefits Program. The County shall contribute a bi-weekly contribution amount as approved by the Board of Supervisors to be allocated to the purchase of any benefit option under the County's Flexible Benefits Program and subject to the provisions set forth below for full-time and part-time regular employees.
- B. For regular, full-time employees enrolled in the County of Ventura Flexible Benefits Program, subject to terms and conditions of the plan document, the County shall continue to contribute a bi-weekly contribution amount for each tier of coverage as follows ("County Contribution"):

<i>Medical Plan Enrollment</i>	Effective Date		
	12/11/2022	12/10/2023	12/8/2024
Tier I - Employee Only	\$497	\$502	\$509
Tier II - Employee +1	\$678	\$730	\$779
Tier III - Employee + Family	\$825	\$905	\$983

The County Contribution will be allocated as follows: (1) a portion equal to the bi-weekly premium for the lowest cost employee-only group health coverage that offers minimum value ("Health Allowance") shall be used solely for the purchase of group health plan coverage; and (2) the difference between the County Contribution and Health Allowance may be used for the purchase of any other benefits offered under the Flexible Benefits Program, or taken as taxable compensation.

- C. For regular part-time employees enrolled in the County of Ventura Flexible Benefits Program, subject to the conditions of the plan document, the County shall continue to contribute a bi-weekly amount for each tier of coverage as follows.

<u>Medical Plan Enrollment</u>	Effective Date		
	12/11/2022	12/10/2023	12/8/2024
Tier I - Employee Only	\$348	\$351	\$356
Tier II - Employee +1	\$475	\$511	\$545
Tier III - Employee + Family	\$578	\$634	\$688

- D. The health insurance plan for enrolled OCEs shall be established on a separate basis from regular full-time and regular part-time employees. Each OCE shall be enrolled in the VCHCP medical plan only and shall not be afforded the other benefits associated with the Flexible Benefits Program.
- E. 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 bi-weekly pay period.

Sec. 703 MEDICAL PLAN OPT-OUT OPTION:

- A. A regular employee may elect the Medical Plan Opt-Out Option declining medical coverage under the County of Ventura Flexible Benefits Program for the employee and the employee's dependents with adequate proof of enrollment in other qualifying group health insurance coverage.
- B. Employees electing not to participate in a County-sponsored health care plan must complete and submit the Opt-Out Certification Form certifying that they are enrolled and covered under another group hospital and medical health plan. The Opt-Out Certification Form shall be received by the Human Resources Department within thirty (30) days from date of hire, mid-year change, and annually during Open Enrollment.
- C. Regular full-time employees electing the Medical Plan Opt-Out Option will be allocated a bi-weekly allowance in the amount set forth below which may be used for the purchase of any benefits offered under the Flexible Benefits Program, except medical coverage, or taken as taxable compensation:
 - 1. Effective 12/11/2022, \$145.
 - 2. Effective 12/10/2023, \$147.
 - 3. Effective 12/8/2024, \$150.
- D. For regular part-time employees electing the Medical Plan Opt-Out Option, the employee will not be eligible to receive a taxable bi-weekly cash payment.

Sec. 704 CONTINUATION OF HEALTH PLAN: Should an employee exhaust his or her sick leave and go on medical or maternity leave of absence without pay, the County agrees to continue to make its contribution to the Flexible Benefits Program for up to six (6) biweekly pay periods. The number of hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay.

Sec. 705 LABOR/MANAGEMENT COMMITTEE: Local 721 agrees that it is in the best interest of the parties to review the current Health Insurance Plan to determine if the Plan design is the most efficient and economical for the benefits provided by the plan. The County agrees to consult with Local 721, per Section 704, on health insurance benefits and the solution of claims processing problems when requested. Accordingly, the parties agree to the continuation of a joint management/labor health care cost containment committee. Such committee shall meet quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities.

Sec. 706 COUNTY'S RIGHT TO MAKE CHANGES: For the term of this Agreement, the parties agree that the County retains the exclusive right to make changes necessary to administer the Flexible Benefits programs, and Local 721 specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes. Such changes may include, but are not limited to, the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

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

Sec. 707 STATE DISABILITY INSURANCE (SDI): The parties agree to continue participation in the employee paid State Disability Insurance Program (SDI) pursuant to applicable State regulations and the following provisions:

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

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

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

ARTICLE 8 TEXTBOOK AND TUITION REIMBURSEMENT

- Sec. 801 PURPOSE: To provide a program whereby employees of the County are reimbursed for the costs of textbooks, tuition, registration, laboratory fees, and graduation fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time.
- Sec. 802 ELIGIBLE EMPLOYEES: Permanent, probationary, full time and part-time employees (on a pro rata basis) are eligible to participate in this program.
- Sec. 803 COURSES ELIGIBLE: The following criteria will be used in determining eligibility for reimbursement:
- A. Courses, conferences, and conventions must have a reasonable potential for resulting in more effective County service.
 - B. Courses, conferences, and conventions directly related to the employee's occupational field are eligible.
 - C. Courses, conferences, and conventions that are prerequisite to job-related degrees and/or courses are eligible.
 - D. Job-related courses preparing an employee for promotion in his/her job field, or a job field for which there are promotional opportunities within County service are eligible.
 - E. Graduate course work which is required to receive a job-related Master's Degree is eligible for reimbursement.
 - F. Job-related seminars and workshops offered by professional societies, organizations, or a County training facility shall be eligible for reimbursement for employees in the following bargaining units, when approved by the Department/Agency Head:
 - 1. Professional Unit
 - 2. Technical Unit
 - 3. Supervisory Unit
 - 4. Administrative Support Unit
 - 5. Social Services Non-Supervisory Unit
 - 6. Maintenance and Labor Unit
 - G. Real Property Agents shall be eligible for reimbursement under the County Textbook and Tuition Reimbursement Program for job-related courses approved by the department head, which are offered by the following organizations:
 - 1. Appraisal Institute
 - 2. American Right of Way Association

3. Institute of Real Estate Management

- H. Seminars and workshops directly job-related are eligible if offered in conjunction with a recognized college, educational institution or professional organization. The coursework must be recommended and approved by the Department/Agency Head.

Sec. 804 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

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

Sec. 805 TEXTBOOK AND TUITION REIMBURSEMENT: The County shall, unless otherwise designated in this MOA, provide for 100% of tuition and course-related textbooks up to a maximum of two thousand dollars (\$2,000) per fiscal year in accordance with the provisions of this Article. This benefit is to be applied in the same fiscal year in which the course work is completed.

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

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

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

- E. Conventions and conferences not related to the employee's occupational field are not covered by this reimbursement program.
- F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement. A grade of "A" or "B" or its equivalent (Pass for Pass/Fail courses) is required for reimbursement for graduate courses.
- G. Courses must be offered by a school recognized by the State of California, the Department of Health, Education and Welfare, or the Veteran's Administration, unless otherwise provided in this Article.

Sec. 807 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Department/Agency Head is responsible for the administration of this program. Applications for reimbursement must receive approval by the Department/Agency Head prior to the first class session. An official record of grades and receipts must be received by the Department/Agency Head within ninety (90) days after the last class session. Reimbursement will be made to the employee within two (2) weeks after grade cards and receipts have been received by the Department/Agency Head. New employees, however, will not be reimbursed until they have completed 1,040 hours of compensable service with the County. The Director-Human Resources may develop such forms and additional procedures, which he/she deems necessary to accomplish the intent of this textbook and tuition program.

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

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

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

- A. Textbook Loan: Instructor required textbook(s) will be provided for the use of the employee during the term of the course. The textbook(s) are to be signed out by the employee and be returned to the agency in good form at the end of the course. If the textbook is

not returned or is returned unusable, the employee is obligated to reimburse the agency for the cost of the textbook.

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

ARTICLE 9 WORK SCHEDULES

- Sec. 901 NORMAL 80-HOUR BI-WEEKLY WORK PERIOD: Except as may be otherwise provided, the “normal” bi-weekly work period of the County/APCD shall be ten (10) working days of eight (8) hours each. It is the duty of each Department/Agency Head to arrange the work of his/her department or agency so that each regular employee therein shall work no more than the normal schedule, except that a Department/Agency Head may require any employee in his/her department to temporarily perform service in excess of the normal schedule, when public necessity or convenience so requires. The provisions of this Article are intended to define the normal work schedule and do not guarantee a minimum number of hours of work. The County retains its right to relieve employees from duty because of lack of work or for other legitimate reasons; however, this does not preclude employees or Local 721 from grieving the practical consequences of that action.
- Sec. 902 OTHER ALLOWABLE WORK SCHEDULES: A Department/Agency Head may, following communication with the employees involved, assign employees of the Agency/Department to any other schedule which aids the Agency's/Department's ability to serve the public if such schedule is not a violation of State or Federal law. The County agrees to consult with Local 721 prior to the employees being placed on a modified workweek.
- Sec. 903 WORK SCHEDULE CHANGES: The County and Local 721 agree to meet and discuss problems with, or changes in, work schedules on a Department/Agency basis during the term of this MOA upon request of either party. Absent surprise or emergent/unanticipated circumstances, line Agency/Department supervision/management will attempt to give at least twenty-one calendar (21) day notice in writing to any work-unit impacting schedule change.
- Sec. 904 EMPLOYEES WORKING STRAIGHT 8-HOUR SHIFT: Employees on a straight eight (8) hour shift schedule shall work eight (8) hours straight, inclusive of lunch and/or breaks.
- Sec. 905 SHERIFF'S EMPLOYEES WORKING STRAIGHT 12.5 HOUR SHIFT: Sheriff's Department employees assigned to work a straight twelve and one half (12.5) hour shift schedule shall work twelve and one half (12.5) hours straight, inclusive of lunch and/or breaks.
- Sec. 906 BENEFIT ACCRUALS FOR OTHER THAN 8-HOUR EMPLOYEES: Benefit accruals for full-time employees on modified work schedules shall be on the same basis as other full-time employees, with accrual based on regular scheduled hours.

Sec. 907 VARIABLE WORK HOURS PROGRAM:

A. DEFINITIONS:

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

B. CONDITIONS:

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

1. The determination to implement a variable work hour program shall be at the sole discretion of the Department/Agency Head.
2. To the extent that Department/Agency trip reduction goals can be met, employee participation in the program is voluntary. However, nothing contained herein either precludes management from assigning employees to the variable work hour program or denying their requests for voluntary participation.
3. A Department/Agency Director may decide to cancel the program at any time, at which time the employees shall be assigned another work schedule. Cancellation will be preceded by a twenty-one (21) day notification.
4. Eligibility for variable work hours will be at the sole discretion of the Department/Agency Head.
5. Overtime, if required, will normally be scheduled on the employee's day off.
6. On a compressed workweek program, use of full vacation, sick or annual leave day will be charged 10 hours on the 4/10,

or 8 or 9 hours on the 9/80, depending upon the scheduled hours of the employee.

7. Any employee requesting change in a schedule or flexible working hours schedule will require his/her supervisor's approval, subject to management's review.
8. Any change in scheduled working hours shall be at the sole discretion of the appropriate supervisor/manager.
9. Preference in selecting a day off, or variable hours starting and ending time, may be given to employees with ridesharing arrangements, or dependent care considerations. This is a guideline for use by managers in determining workflow and coverage issues.
10. Employees and managers/supervisors may be required to complete periodic surveys, to evaluate the effects of the program.
11. Employees participating in the program will be required to sign an agreement that they have read and understand the program.

Sec. 908 SHIFT ASSIGNMENTS, OVERTIME DISTRIBUTION AND ASSIGNMENT CHANGES: Any employee who believes that a Managerial decision on the assignment of shifts, distribution of overtime or change in assignment is inappropriate may request to meet with his/her Agency/Department Head to discuss the matter. If after such discussion the employee is not satisfied with answer/position of the Agency/Department Head, then the employee may request through the Union that a specific decision be reviewed by the Director of Human Resources or his/her designee for a determination. The Director or his/her designee shall meet with the complainant, investigate the matter, and render a decision within sixty (60) days of initiation of the complaint. The decision of the Director of Human Resources in such matters is to be considered as final and not subject to the grievance procedures.

ARTICLE 10 OVERTIME

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

Sec. 1002 POLICY-LIMITATION ON OVERTIME: It is the County's policy to avoid the necessity for overtime whenever and wherever possible. Overtime work may sometimes be necessary to meet emergency situations, seasonal or peak workload requirements. No employee shall work overtime unless authorized by his/her Department/Agency Head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.

Any employee who is FLSA exempt shall not be paid overtime of any type unless specifically provided herein.

Sec. 1003 DEFINITIONS: For purposes of this Article only.

- A. A "Designated Work Period" shall consist of seven (7) consecutive days (168 hours).
- B. "Overtime" is defined as time worked by an employee in excess of forty (40) hours in a seven (7) day, one hundred, sixty-eight (168) hour Designated Work Period. Management reserves the right under the FLSA to designate the Work Period for each employee.
- C. "Time Worked" shall include paid assigned holidays, paid court appearances, paid sick leave, and paid industrial leave as provided for in these Articles provided, however, time worked for persons employed as Water/Wastewater Services Worker Assistant, I, II, Senior, or Supervisor Public Works Maintenance Worker I, II, III or IV, Public Works Maintenance Worker Specialist, or Supervisor-Public Works Maintenance shall include paid vacation time when such time is taken off between the period of November 1 through April 30; and time worked for persons employed as a Public Safety Dispatcher Clerical Supervisor III, Sheriff's Telecommunication Specialist series, Sheriff's Jail Cook, Sheriff's Records Specialist series, Sheriff Fingerprint Specialist assigned to the Records Bureau and Sheriff Intake & Release Specialist series assigned to Detention Services shall include vacation and compensatory time off.
- D. Effective September 28, 2014, "Hours Worked" shall include only hours actually worked and shall not include any form of paid leave.

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

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

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

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

- A. Accumulated compensatory time off may be taken off by an employee with prior approval of department management.
- B. Whenever any person is unable to take compensatory time off within the calendar year during which the overtime is earned, such compensatory time off may be either "cashed out" or carried over into the next calendar year. If such compensatory time off is carried over, it must be taken as compensatory time off during the next year or, at the completion of the second calendar year, it will be "cashed out" at the base hourly rate of pay/salary rate then in effect.
- C. Any employee who terminates or is terminated shall be paid his/her hourly rate of pay/salary for each hour of accrued compensatory time off. The compensation resulting from this provision shall be based upon the base hourly rate of pay/salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.
- D. Effective September 28, 2014, an individual who elects to receive compensatory time off shall receive two-thirds of the entitled compensation as compensatory time off, subject to the limitations set forth above, and the remaining one-third in the form of a cash payment at the regular rate of pay.

Sec. 1005 7(j) EXEMPTION:

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

- The Emergency Department
- The Surgery Department
- The Day Surgery Unit/Department
- The Recovery Room Unit
- The Pediatrics Unit
- The Intensive Care and Telemetry Unit
- The Medical/Surgery Unit
- The Maternal Child Health Care Unit
- The Obstetrics Department
- The Post-Partum Unit
- The Neonatal Intensive Care Unit
- The General Nursery Unit
- The Ambulatory Care Unit

- Sec. 1006 FLSA EXEMPTION: Employees occupying the classifications designated as exempt in accordance with FLSA as of October 16, 2001, shall not have their pay or their vacation/leave banks reduced for approved absences of less than one day. The County agrees to notify Local 721 whenever classifications designated as exempt are added or deleted from the County's classification system.
- Sec. 1007 CONTRACTUAL OVERTIME: Effective September 28, 2014, compensation for Contractual Overtime shall be paid at the rate of one and one-half (1.5) times the employee's contract rate of pay. Contract rate of pay shall include base hourly rate of pay, not taking into account the hourly pay increase set forth in Section 502-C ([Historical] Salary Offsets for Increased Employee Paid Retirement Contributions). As an example, assume the employee's hourly contract rate of pay prior to that increase was \$25.00. Overtime covered by this provision would then still be paid at the rate of one and one-half times \$25.00, or \$37.50 per hour. Upon receiving the additional pay raise set forth in Section 502-A (e.g., 1%), that \$25.00 per hour contract rate of pay would be increased by 1% to equal \$25.25 per hour which rate would still not include the increase in base hourly rate of pay set forth above in Section 502-C ([Historical] Salary Offsets for Increased Employee Paid Retirement Contributions).
- Sec 1008 PORTAL TO PORTAL: Fire District Staff covered by this MOA, when assigned to an emergency incident in-county or out-of-county will be compensated portal to portal with the following exceptions:
- During the incident, the employee's incident supervisor may place the employee on standby status and may allow them to leave the incident for rest. When this occurs, it is expected that the employee's activities are restricted and that they be available by phone for recall and shall return to their workplace at the incident within one hour. During the hours placed on standby, the employee shall be compensated at the standby rate of 1/4 pay of their hourly compensation or at the State minimum wage, whichever is greater.

ARTICLE 11 ADMINISTRATIVE LEAVE

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

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

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

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

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

Sec. 1105 USE, ACCRUALS AND RECORD KEEPING: Employees exempt from overtime shall not accrue or record hours worked beyond the regular workday or bi-weekly work period. Employees exempt from overtime shall be eligible to receive administrative leave for personal business in addition to vacation, sick leave and holidays. Administrative leave is not an accrual and has no cash value. It is not earned, but is allowed exempt employees, subject to supervisory scheduling.

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

ARTICLE 12 VACATION

Sec. 1201 VACATION USAGE: Each Department/Agency Head shall be responsible for scheduling the vacation periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and the County service. Vacation time may be taken in increments of two (2) hours. Vacation time may be allowed in increments of less than 2 hours but not less than one (1) hour IF, prior to the subject absence, approval/authorization to use and receive such time has been specifically granted by the employee's manager. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation plan can be realized by each employee. The appointing authority shall determine when vacations will be taken.

Managers/supervisors shall respond within five (5) calendar days to vacation requests submitted in writing and at least 14 calendar days prior to the first date requested off. The vacation request shall be deemed approved if the manager/supervisor does not respond within the five (5) days, provided the employee has the accrued vacation time to cover the requested time off.

Sec. 1202 VACATION ACCRUAL: Regular employees shall accrue hours of vacation with pay for each hour of compensation to a maximum of eighty (80) hours per bi-weekly work period according to the following schedule, commencing with the employee's hire date of during his/her latest period of County employment.

A. Vacation credits are earned as follows:

<u>YEARS OF COMPLETED SERVICE</u>	<u>VACATION CREDIT EARNED PER HOUR</u>	<u>APPROXIMATE DAYS</u>
Less than 10,400 hours (Approximately less than 5 Years)	.05386 hours	14 days/year
10,400 but less than 22,880 hours (Approximately 5 years but less than 11Years)	.07313 hours	19 days/year
22,880 hours (Approximately 11 Years)	.07688 hours	20 days/year
24,960 hours (Approximately 12 Years)	.08075 hours	21 days/year
27,040 hours (Approximately 13 Years)	.08463 hours	22 days/year

29,120 hours (Approximately 14 Years)	.08850 hours	23 days/year
31,200 hours (Approximately 15 Years but less than 20 years)	.09225 hours	24 days/year
41,600 hours (Approximately 20 Years)	.10000 hours	26 days/year

- B. Vacation Credit Accumulation - Vacation credit shall not be accumulated beyond four hundred (400) hours.
- C. Vacation Credit Accumulation During a Natural Disaster: 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 limit set forth in Sec. 1202(B), above, be permitted to continue to accrue vacation hours in excess of the maximum vacation credit accrual limit up to an amount not to exceed 60 hours. Such accruals in excess of the maximum vacation credit accrual limit may occur only during the period of the declared natural disaster and in no case shall the total number of accrued hours of any employee exceed 460.

Within six months from the date of the end of the natural disaster, any employee who was permitted under this subsection to accrue vacation hours in excess of the maximum accrual limit set forth in Sec. 1202(B), above, shall draw down (by use of paid time off or cash redemption pursuant to Sec. 1203, below) their accrued vacation hours that are in excess of the maximum accrual limit set forth in Sec. 1202(B), above, or lose the value of all hours in excess of that maximum accrual limit.

Sec. 1203 VACATION REDEMPTION: After 14,560 hours of continuous County service (approximately seven (7) years), an employee may elect to receive cash in lieu of up to eighty (80) hours of vacation accrual at the current hourly rate of pay/salary rate. Any such election shall be subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of vacation 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 vacation 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 CASH payment in the ordinary payroll process. An employee may make up to two requests per calendar year for cash payment in lieu of a combined annual maximum of

eighty (80) hours of vacation accrual. Only vacation hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for vacation hours accrued in a prior calendar year are not allowed.

The Union and County agree that a temporary exception to the above requirement that only vacation 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 Ventura County Auditor-Controller's office in the calendar year in which the vacation will be cashed-out. As such, if an employee has accrued less vacation in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out vacation 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 vacation, the employee submitted a notice of intent to retire in the calendar year in which the vacation 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 or safety retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.

- C. An employee must use eighty (80) hours of accrued vacation 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 vacation pay for such time off. If the employee has not used eighty (80) hours of accrued vacation in the twelve (12) months immediately preceding the cash-out, the employee's 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 vacation the employee had elected to redeem for cash.

If an employee is unable meet the eighty (80) hour usage requirement necessary to cash-out vacation by the end of the election year as a result of the denial of a written request (or

requests) to use vacation, 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 vacation 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 vacation hours utilized by the employee in the election year must equal at minimum eighty (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 vacation hours elected for cash-out, the employer shall unilaterally cash out the elected vacation hours to the extent that an employee has accrued leave available before December 31 of the calendar year.
- E. Vacation hours used for paid time off will be deducted first from vacation hours accrued in prior calendar years, and last from vacation hours accrued in the current calendar year.
- F. Employees who are eligible for vacation 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 vacation for pay in the subsequent calendar year and will not report as income vacation that the employee is eligible to receive but does not cash-out during that calendar year.
- G. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem vacation 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. If it is subsequently determined by the County, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to October, 2016 or substantially similar, will not trigger constructive receipt of income from accrued leave, the union may, at its sole option, compel the County to reopen negotiations in order to restore the leave redemption provisions in place in October 2016 or something substantially similar that will not trigger constructive receipt of income from accrued leave.

- Sec. 1204 VACATION PAYOFF ON RETIREMENT OR TERMINATION: Any employee who terminates or is terminated shall be paid for each hour of earned vacation based on the hourly rate of pay/salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.
- Sec. 1205 VACATION BENEFITS FOR PART-TIME EMPLOYEES: Regular part-time employees shall be eligible for vacation benefits and such benefits shall accrue on a pro rata basis. Usage and maximum accruals of said benefits shall be governed by the same rules and regulations applicable to regular, full-time employees.
- Sec. 1206 RATE OF PAY WHILE ON VACATION: While on vacation, employees shall be compensated at the same hourly rate of pay/salary rate they would have received if they had been on the job.
- Sec. 1207 INELIGIBILITY FOR BENEFITS: Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 31 of this Agreement.
- Sec. 1208 COORDINATION WITH DISABILITY BENEFITS: Eligible employees, subsequent to exhausting all accumulated sick leave hours as per Section 1404(F), may use accrued vacation hours in conjunction with either State Disability Insurance or the County Long Term Disability Plan in order to receive an amount equal to the bi-weekly rate of pay the employee would have otherwise received had he/she actually worked his/her normal schedule.

ARTICLE 13 HOLIDAYS

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

Sec. 1302 PAID ASSIGNED HOLIDAYS:

1. New Year's Day, January 1;
2. Martin Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Juneteenth, June 19
6. Independence Day, July 4;
7. Labor Day, the first Monday in September;
8. Veterans Day, November 11;
9. Thanksgiving Day, the fourth Thursday in November;
10. Day After Thanksgiving;
11. Christmas Day, December 25;
12. And every day appointed by the President of the United States or Governor of the State for public fast, Thanksgiving or holiday, when specifically authorized by the Board of Supervisors.

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

- A. In addition to the holidays listed above, effective January 1st of each year, each regular, full-time employee covered under the terms of this Agreement shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. For employees on compressed work schedules as set forth in Section 907, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve and one-half (12.5) hours. Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above.

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

- B. Regular part-time employees shall be granted the leave provided under (A) above on a pro rata basis.
- C. In no instance will an employee be allowed to split his/her annual allowance of floating holiday leave hours over multiple days.

Sec. 1303 HOLIDAY PAY: If a holiday falls within a bi-weekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within the bi-weekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve and one-half (12.5) hours. Holidays for part-time employees shall be pro-rated based upon the total number of hours regularly worked.

Sec. 1304 WORK ON HOLIDAYS: Regular full-time and regular part-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half (1.5) their regular rate of pay for hours actually worked between the hours of 12:01 a.m. and 12:00 midnight of the holiday, in addition to receiving straight time payment for said holidays. Such straight time pay shall not exceed the number of hours usually scheduled on that day and shall in no case exceed twelve and one-half (12.5) hours.

Any such employee whose regularly scheduled day off falls on a paid assigned holiday, shall be credited with vacation leave (or annual leave where applicable) hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve and one-half (12.5) hours.

ARTICLE 14 SICK LEAVE

Sec. 1401 SICK LEAVE ACCRUAL RATES: Regular employees shall accrue 0.0385 hours of sick leave with pay for each hour of compensation to a maximum of 3.08 hours per pay period.

Sec. 1402 MAXIMUM SICK LEAVE ACCRUAL: The maximum allowable sick leave accrual shall be eight hundred (800) hours except for the following conditions:

An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual cash payment of twenty-five percent (25%) of his/her hours over the accrual maximum.

Sec. 1403 ADVANCED SICK LEAVE CREDIT: New regular, full-time employees shall receive an advanced sick leave credit of 40.04 hours (approximately thirteen (13) bi-weekly pay periods) as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of thirteen (13) bi-weekly pay periods of service or upon earlier separation.

Sec. 1404 APPROPRIATE USES OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:

- A. Absence caused by illness or injury of an employee.
- B. Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the agency or department head.
- C. Maternity leave as provided in these Articles.
- D. Unless authorized by the Director-Human Resources, a maximum of one hundred (100) hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his/her immediate family. For the purposes of this Section, "immediate family" shall mean the husband, wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, registered domestic partner, step or foster parent, a ward for whom the employee is a legal guardian, or child of employee.
- E. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification of a physician that such usage is medically required.

- F. If otherwise eligible, sick leave, annual leave, vacation, or compensatory time may be used in conjunction with either State Disability Insurance or the County Long Term Disability Program in order to receive an amount equal to the bi-weekly rate of pay the employee would have otherwise received had he/she actually worked his/her normal schedule.

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

Sec. 1406 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his/her illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his/her absence on any day after the five days unless and until he/she presents to his/her appointing authority a certificate signed by his/her physician stating that he/she was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of his/her appointing authority or the Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at County expense.

Sec. 1407 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by him/her at the time of such termination irrespective of whether or not such a person is subsequently employed by the County.

Sec. 1408 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION OR RETIREMENT: The County shall make a cash payment of 25% of all unused sick leave upon occurrence of the following:

- A. All employees with 20,800 hours (approximately ten (10) ten years) or more of continuous County service shall upon retirement or termination, except discharge for cause, receive a cash payment of 25% of their unused sick leave balance.

- B. The amount of all payment prescribed by this Section shall be computed on the basis of the hourly rate equivalent of the employee's base hourly rate of pay/salary on the last day worked.

- Sec. 1409 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly rate of pay/salary rate earnable by the employee on each day that he/she is on sick leave.
- Sec. 1410 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave shall not be used to continue the hourly rate of pay/salary of any employee after it has been determined by the County's Employee Health Services Physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement. Sick leave may not be utilized by such employee after such determination has been made in conformance with Section 4850 of the California Labor Code and/or County Retirement Board.
- Sec. 1411 USE OF SICK LEAVE FOR MATERNITY: An employee may elect to use accumulated sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall not be counted as part of the one year available for maternity leave without pay.
- Sec. 1412 SICK LEAVE BENEFITS FOR PART-TIME EMPLOYEES: Regular part-time employees shall receive sick leave benefits on a pro-rata basis. Usage and maximum accruals of the sick leave benefits shall be governed by these Articles.
- Sec. 1413 INELIGIBILITY FOR BENEFITS: Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 31 of this Agreement.

ARTICLE 15 INDUSTRIAL LEAVE

- Sec. 1501 APPLICATION FOR INDUSTRIAL LEAVE: Any employee absent from work due to illness or injury arising out of and in the course of employment may receive full compensation for up to the first twenty-four (24) working hours for such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by the CDEO-IRRM.
- Sec. 1502 BASIS FOR GRANTING INDUSTRIAL LEAVE: Paid industrial leave shall be approved if:
- A. The absence from work is substantiated by a licensed physician's statement certifying that the nature of the illness or injury is sufficiently severe to require the employee to be absent from his/her duties during a rehabilitation period.
- If the above conditions are met, such individual shall be paid for up to twenty-four (24) working hours following such accident or illness. Payment under this provision shall not be cumulative with any benefit, which said employee may receive under the Labor Code of the State of California awarded as the result of the same injury.
- Sec. 1503 SUPPLEMENTAL PAID INDUSTRIAL LEAVE: If the employee becomes eligible for payment under the Labor Code of the State of California, either through hospitalization or length of disability, for benefits for the first twenty-four (24) working hours of disability as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to his/her full regular hourly rate of pay/salary for the first twenty-four (24) working hours of disability if the conditions in Section 1502 are met. In no event shall benefits under this section be combined with benefits under the Labor Code of the State of California so as to provide payments in excess of an employee's base hourly rate of pay/salary.
- Sec. 1504 USE OF OTHER LEAVE: If the request for paid industrial leave is denied, the employee may elect to use accumulated annual leave, sick leave, or accrued vacation time to receive full compensation for the initial twenty-four (24) working hours following the accident or illness.
- Sec. 1505 FULL HOURLY RATE OF PAY/SALARY: Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take as much of his/her accumulated annual leave, sick leave, or accumulated vacation so as when added to his/her temporary disability indemnity, it will result in payment to him/her of his/her full hourly rate of pay/salary.

- Sec. 1506 EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY: An employee who has exhausted his/her industrial leave with pay as provided in Section 1502 and who is entitled to receive temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed to be on temporary disability leave of absence without pay. This temporary disability leave of absence shall terminate when such employee returns to work or when such employee is no longer entitled to receive temporary disability indemnity under Division 4 or 4.5 of the Labor Code.
- Sec. 1507 ACCRUAL OF SICK LEAVE WHILE ON TEMPORARY DISABILITY LEAVE OF ABSENCE: An employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same sick leave credits he/she would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1508 VACATION ACCRUAL WHILE ON TEMPORARY DISABILITY: An employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same vacation credit he/she would have normally accrued had he/she not been placed on temporary disability leave of absence without pay.
- Sec. 1509 HOLIDAY ACCRUAL WHILE DISABLED: An employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same holiday credits he/she would have normally accrued had he/she not been placed on temporary disability leave of absence without pay.
- Sec. 1510 HEALTH PLAN CONTRIBUTION: For employees on temporary disability leave of absence without pay as provided in Section 1506, the County shall continue to make its contribution to the health plan premium as long as said employee remains on temporary disability leave of absence without pay.
- Sec. 1511 BENEFITS WHILE ON TEMPORARY DISABILITY LEAVE OF ABSENCE WITHOUT PAY: Except as expressly provided in this Article or in the Labor Code of the State of California, employees on temporary disability leave of absence without pay shall not accrue or be eligible for any compensation or benefits while on such leave of absence.
- Sec. 1512 RELATIONSHIP TO LABOR CODE: Payment of hourly rate of pay/salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.

ARTICLE 16 LEAVES OF ABSENCE

- Sec. 1601 LEAVES OF ABSENCE - GENERAL POLICY: Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training or assisting other public jurisdictions, may be granted by the appointing authority not to exceed one (1) year when such leave is in the best interest of the County. Additional leave for the same purposes may be granted by the Director-Human Resources with the concurrence of the appointing authority. This Section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.
- Sec. 1602 NO LOSS OF RIGHTS OR BREAK IN SERVICE: Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in County service.
- Sec. 1603 EARLY RETURN FROM LEAVES OF ABSENCE: An employee absent on authorized leave may return to work prior to expiration of the period of authorized leave upon receiving permission from the appointing authority.
- Sec. 1604 BEREAVEMENT LEAVE:
- 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 their immediate family. When travel to distant locations or other circumstances requires absence in excess of three (3) consecutive working days, the appointing authority may allow the use of accrued annual leave or vacation, or up to three (3) 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 husband, wife, registered domestic partner, parent, brother, sister, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a ward for whom the employee is legal guardian, step or foster parent or child of an employee. For the purpose of this Section, the term "grandchild" includes great-grandchild and the term "grandparent" includes great-grandparent.
- B. The appointing authority may grant an absence from duty of one working day without loss of pay because of the death of any other person to whom the employee may be reasonably deemed to owe respect. Two additional bereavement days may be granted if travel outside the State of California is required as a result of the person's death.

When travel to distant locations or other circumstances requires absence in excess of three (3) consecutive working days, the appointing authority may allow the use of accrued annual leave or vacation, or up to three (3) days of accrued sick leave to supplement the three (3) working days provided in this Section.

Sec. 1605 MATERNITY LEAVE: An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician or, if the appointing authority requests, the determination may be made by the County's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin maternity leave shall be made on the basis of the following:

- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy; or,
- B. The County physician, in consultation with the employee's physician and employee, determines the employee's continued employment causes unreasonable risks of liability to the County; or
- C. The employee is unable to satisfactorily perform her job duties.

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

Sec. 1607 PARENTHOOD LEAVE: Upon approval by the Department/Agency Head, an employee may be granted a Parenthood Leave without pay of up to six (6) months in connection with the legal adoption of a child provided the employee meets the following conditions:

- A. The requested leave is within twelve (12) months after the expected date of placement of the adopted child.
- B. Sufficient documentation of adoption is submitted with the request for leave.

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

Sec. 1608 SERVING AS WITNESS:

- A. No deductions shall be made from the hourly rate of pay/salary of a regular employee for an absence from work when subpoenaed to appear in court as a witness, other than as a litigant. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee. Any fee or compensation for the service itself must be returned to the County for any days of absence for which the employee receives hourly rate of pay/salary as for a day worked, except that if such service occurred during the employee's vacation or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.
- B. Should an employee be subpoenaed to appear in a court of law as a witness, other than as a litigant, resulting from, or in connection with, the employee's performance of his/her duties, at a time that is during regular court hours but on a day that is the employee's regularly scheduled non-work day (not including vacation or other authorized leave for which the employee otherwise receives compensation), the employee shall receive his/her regular rate of pay for all time spent giving sworn testimony or that the employee is required to be at the court waiting to testify. Mileage and other expenses and any witness fees received by the employee shall be subject to section 1608(A), above.

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

Sec. 1610 LEAVE DONATION: Regular, full-time employees in the units covered by this MOA may participate in the County's Employee Emergency Assistance Program, subject to the terms and conditions of the program document. The parties agree that the County retains the exclusive right to make changes necessary to administer the Employee Emergency Assistance Program, and Local 721 specifically waives any right it may have to meet and confer with respect to the decision or impact of changes. Such changes may include, but are not limited to, the enhancement or cessation of the program.

ARTICLE 17 PART-TIME EMPLOYEES

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

Sec. 1702 DEFINITION AND BENEFITS, IN GENERAL: Except as provided in Sec. 1703 below, benefits for employees designated as part-time who regularly work less than eighty (80) hours per bi-weekly pay period and who are regularly scheduled to work less than one thousand, six hundred and sixty-four (1664) hours per calendar year shall be limited to those specifically provided in this MOA. Such benefits shall accrue on a pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80) in a bi-weekly pay period. This Section shall not apply to employees involuntarily placed on a part-time schedule.

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

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

However, part-time staff may be assigned work hours and work sites as needed to provide adequate caseload coverage and staffing.

ARTICLE 18 PROBATIONARY PERIOD

Sec. 1801 LENGTH OF PROBATIONARY PERIOD:

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

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

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

- 1. Newly hired employees.
- 2. Employees who are promoted.
- 3. Persons appointed from re-employment, classification reinstatement, or layoff transfer eligible lists to a formerly held

classification in an agency/department different from the one from which they were laid off. Persons not successfully completing probation in the new agency/department may have their names restored to the list from which they were appointed based upon their previous date of eligibility.

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

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

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

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

Sec. 1804 PROBATIONARY PERIOD REVIEW: Prior to the conclusion of a probationary period, the appointing authority has the responsibility of reviewing the conduct, performance, responsibility and integrity of each employee and determining whether the employee is fully qualified for permanent status. Performance evaluation reports for probationary employees shall be submitted to the Director-Human Resources half-way through the probationary period and at least fifteen (15) days before the end of the probationary period. The Director-Human Resources shall notify the appointing authority immediately in writing of any misrepresentation of fact

or false statement made by a probationary employee relating to that employee's obtaining employment with the County.

Sec. 1805 RETURN TO PREVIOUS POSITION: A promoted employee who is dismissed during his/her probationary period, except if the cause warrants action to dismiss him/her from the County Service, shall return to the position in which he/she held permanent status, if vacant, or any other vacant position in his/her former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in his/her permanent personnel file. Upon a return to his/her former position in the same agency or department, the employee shall not serve a new probationary period. In the absence of such vacancy in the agency or department in which he/she held permanent status, the dismissed probationary employee may either:

- A. Accept a position in the same class in another department or agency if a vacancy exists, and serve another probationary period; or
- B. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he/she held permanent status, with the right to be restored to his/her original classification when the first vacancy occurs. He/she need not serve a new probationary period if he/she accepts a voluntary demotion.
- C. When an employee takes a probationary demotion to a lower related class in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.
- D. Be placed on the reemployment list for two (2) years for the last classification where permanency was held. The first vacancy that occurs anywhere in the previously employing department or agency in that classification shall be given to the employee. He/she shall not serve a new probationary period when reemployed.

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

- A. Return to the position in which he/she held permanent status; or
- B. Accept a position in the same class in another department/ agency if a vacancy exists, and serve another probationary period; or
- C. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he/she held permanent status, with the right to be restored to his/her original

classification when the first vacancy occurs. He/she need not serve a new probationary period if he/she accepts a voluntary demotion.

- D. When an employee takes a probationary demotion to a lower related class in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.

ARTICLE 19 PERFORMANCE EVALUATIONS

- Sec. 1901 ADMINISTRATION OF EVALUATION PROGRAM: Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the Director-Human Resources according to the schedule in Section 1904 and 1905. One (1) copy of each fully completed and signed report shall be given to the employee.
- Sec. 1902 NATURE OF PERFORMANCE EVALUATIONS: Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluation period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance evaluation form for the employee to sign, signifying that he/she has read the supervisor's comments. Space will also be provided so that employees may give related comments of their own relative to the performance evaluation. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the Division, Department or Agency Head, or to the Director-Human Resources. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee.
- Sec. 1903 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance evaluations reports shall be confidential and shall be made available as required to the employee, appointing authority, Director-Human Resources, and the Arbitrator. The employee may designate in writing that his/her Local 721 representative may inspect such evaluations.
- Sec. 1904 PROBATIONARY EVALUATIONS: Probationary period evaluations shall occur in accordance with the schedule detailed in section 1801.
- Sec. 1905 ANNUAL PERFORMANCE EVALUATIONS: Upon completing 3,120 hours of service (approximately eighteen (18) months) after hire or promotion, and after completing every 2,080 hours of service (approximately twelve (12) months) thereafter.
- Sec. 1906 PERFORMANCE EVALUATION TIMEFRAMES: Annual performance evaluations are required as noted above, Agency/ Department Heads may designate specific timeframes for completion and administration of this process.

ARTICLE 20 PERFORMANCE PROBLEMS

- Sec. 2001 COUNSELING: In the event an employee's performance is unsatisfactory or needs improvement, informal coaching or documented counseling shall be provided by the employee's first level supervisor. Documentation of counseling shall be given to the employee within five (5) business days of the counseling session.
- Sec. 2002 UNFAVORABLE REPORTS ON PERFORMANCE WRITTEN REPRIMANDS (Counseling Memos and Written Reprimands): If upon such counseling an employee's performance does not improve and disciplinary action could result, a written report shall be prepared by the supervisor, including specific suggestions for corrective actions, if appropriate. A copy shall be given to the employee and a copy filed in his/her personnel file. Provided no additional report has been issued during the intervening period, each report shall be removed from the employee's file at the end of two years if requested by the employee. The County agrees that such reports shall not be submitted nor should any reference be made to such reports by the County in Civil Service Commission hearings or arbitrations arising from appeals or grievances after the two-year period provided for under this Section.
- Sec. 2003 LETTERS OF EXPECTATION: A Letter of Expectation is an action intended to correct a deficiency, such as excessive tardiness. A Letter of Expectation is also a step in the corrective action process, not considered discipline and, thus, not grievable. In the event an employee's performance is unsatisfactory or needs improvement, a Letter of Expectation may be provided by the employee's first level supervisor. A copy shall be given to the employee and a copy filed in his/her personnel file. Provided no reoccurrence of the deficiency or letter/report for similar deficiencies has been issued during the intervening period, each letter shall be removed from the employee's file at the end of two years, if requested by the employee.
- Sec. 2004 IMMEDIATE DISCIPLINE: This article shall not operate as a bar to immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct or performance warrants such action and where such action is permissible under law.

ARTICLE 21 PERSONNEL FILE

- Sec. 2101 EMPLOYEE ACKNOWLEDGMENT OF MATERIAL PLACED IN PERSONNEL FILE: No material relating to performance appraisal, hourly rate of pay/salary action or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the material to be filed with the understanding that, although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his/her personnel file with an appropriate notation by the person filing it.
- Sec. 2102 FULL RIGHT OF INSPECTION OF EMPLOYEE PERSONNEL FILE: With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of his/her personnel file, or he/she may designate in writing his/her Local 721 representative to inspect the file.

ARTICLE 22 TRANSFERS

- Sec. 2201 DEFINITION: A transfer is a voluntary change, initiated by request of an employee, from one (1) department or agency to another in the same or similar classification, or a change from one (1) class to a similar class within a County/APCD department or agency.
- Sec. 2202 MINIMUM QUALIFICATIONS: A person must meet the minimum qualifications of the classification to which he/she requests to be transferred. Employees who have not completed their probationary period shall not be eligible for transfer.
- Sec. 2203 HOURLY RATE OF PAY/SALARY AND MERIT QUALIFYING HOURS NEEDED ON TRANSFER: If the transfer occurs within the County/APCD Service, there shall be no change in hourly rate of pay/salary rate. Any regular employee may be transferred from one (1) position to another in either the same classification or to one which has the same pay/salary range. An employee so transferred shall not have his/her merit qualifying hours modified.
- Sec. 2204 PROBATIONARY PERIOD ON TRANSFER: If transfer occurs within the County/APCD Service, the employee shall not be required to serve another probationary period.
- Sec. 2205 APPROVAL OF TRANSFER: All transfers must have the written approval of the appointing authorities concerned and the Director-Human Resources.
- Sec. 2206 HOURLY RATE OF PAY/SALARY AND MERIT INCREASE HOURS NEEDED ON INVOLUNTARY TRANSFER: Whenever an employee is involuntarily transferred to a position in a different classification having the same pay/salary range as his/her former position, he/she shall retain his/her hourly rate of pay/salary rate and his/her merit qualifying hours needed will not be modified.
- Sec. 2207 WRITTEN REQUEST FOR TRANSFER: Any employee wanting to transfer shall submit a request in writing to the Director-Human Resources indicating his/her desire to transfer, his/her present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 2208 CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER: Whenever the Director-Human Resources receives a request for certification of eligibles to an appointing authority under Sections 803 to 806 of the Personnel Rules and Regulations, all persons who, within one (1) year prior to the date of the certification request, have requested a transfer and who have been certified as being eligible for transfer by the Director of Human Resources shall have their names submitted to the appointing authority for consideration for appointment, and shall be so

notified. Such consideration shall be made in accordance with the provision of Section 809 of the Ventura County Personnel Rules and Regulations.

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

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

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

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

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

ARTICLE 23 REDUCTIONS IN FORCE

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

- A. All incentive or differential payments to existing employees shall cease.
- B. Except for emergency situations as declared by the County, no overtime will be authorized or paid.
- C. All merit increases may be delayed for two thousand and eighty (2,080) hours.
- D. Employees shall be laid off in the following order:
 - 1. Extra help employees
 - 2. Optimum Census Employees
 - 3. Per Diem Employees
 - 4. Provisional employees
 - 5. Fixed term (only those positions filled with Regular and Probationary employees)
 - 6. Temporarily promoted employees
 - 7. Probationary employees
 - 8. Employees who, within the twenty-six (26) pay periods immediately prior to the layoff have received a disciplinary suspension of more than one (1) day, or a demotion or reduction in pay equivalent to a suspension of more than (1) one day. If an employee has been demoted as a result of this provision then, for further reduction in force decisions, such disciplinary action will not be considered.
 - 9. Permanent employees
- E. So that Local 721 and all potentially affected employees may properly monitor application of the procedure set forth herein, the County shall, whenever possible, notify Local 721 and all such potentially affected employees of its intention to utilize this procedure at least four (4) weeks prior to the actual occurrence of layoff.

- Sec. 2302 SENIORITY: Seniority shall be determined by each employee's continuous County service. All uninterrupted employment with the County, including all compensated hours exclusive of overtime as a provisional, probationary, fixed term, regular full-time or part-time employee, shall be counted as continuous County service seniority. A separation from the County service shall be the only cause for interrupting employment with the County. A separation of three (3) or fewer days shall not be considered a break in service. All authorized leaves of absence shall not constitute a break in service, but all time spent on a leave of absence shall not count toward seniority.
- Sec. 2303 ORDER OF LAYOFF: The determination of which employee(s) shall be laid off shall be made within each Department/Agency on a classification-by-classification basis. The County shall designate classification(s) to be affected. The order of layoff shall be determined by length of seniority.
- The order of layoff shall be in reverse order of the employee's seniority status. If two (2) or more employees have identical seniority then such employee(s) shall be laid off in the order determined by the appointing authority.
- Sec. 2304 TRANSFER IN LIEU OF DEMOTION: A permanent employee who is to be laid off shall have the right to transfer and/or voluntarily demote and transfer to any vacant position in the employee's department/agency for which he is qualified. The provisions of these Articles shall govern such transfers and/or voluntary demotions and transfers. If there are two (2) or more employees to be laid off and they opt to exercise this right and request to transfer and/or demote and transfer to the same vacant position, then the employee with the greatest seniority shall have the right to fill such vacancies. If the seniority status of these employees is equal, the appointing authority shall have the right to fill such vacancy.
- Sec. 2305 DEMOTION IN LIEU OF LAYOFF: If there are no vacant positions to which a permanent employee who is to be laid off permanent employee shall have the right to demote to any class within his/her department/agency in which that employee previously held permanent status. Bumping shall not be restricted to classes within a bargaining unit. Should an employee bump into a class in another bargaining unit, then the layoff procedures applicable to that bargaining unit shall be controlling. There does not need to be a vacant position within the classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee was demoted, then such layoff shall be made in accordance with the provisions of the MOA which is controlling for the classification.
- Sec. 2306 REEMPLOYMENT: All persons who have been laid off as a result of a reduction in workforce shall have their names placed on a Reemployment

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

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

Sec. 2308 RESTORATION OF BENEFITS:

- A. Sick Leave - For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are reappointed.

Whenever a person becomes ineligible for reemployment and such person has not been reemployed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Section 1408 of this MOA.

- B. Seniority - For laid off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated
- C. Hourly rate of pay/salary - Laid off employees who are reemployed, or demoted employees who are reinstated to the classification demoted from, shall receive the hourly rate of pay/salary equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the pay/salary range of the classification, whichever is less, upon reemployment or classification reinstatement.
- D. Vacation Accrual Rates - Laid off employees who are reemployed shall have the vacation accrual rate they held immediately prior to layoff restored.
- E. Merit Qualifying Hours Needed: An employee who is re-employed while in layoff status shall retain the merit qualifying hours needed as of the time of the layoff.
- F. Retirement Contributions - Upon reemployment, laid off employees shall not be required to redeposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however, that the employee may elect to redeposit said funds to the retirement system.
- G. Grievability - Persons disputing the application or interpretation of layoff, reemployment and/or classification reinstatement policies shall use the grievance procedure set forth in Article 29 of this MOA to resolve their dispute and shall not have any such allegation considered under any other County administrative procedure.

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

ARTICLE 24 PRODUCTIVITY

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

ARTICLE 25 NO STRIKE/NO LOCKOUT

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

ARTICLE 26 NON-DISCRIMINATION

NON DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY: The provisions of this MOA shall be applied equally to all employees covered hereby without favor or unlawful discrimination because of age, sex, race, color, creed, national origin, sexual orientation, religion, or disability status.

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

ARTICLE 27 COUNTY/APCD RIGHTS

It is the exclusive right of the County/APCD to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reason, classify and reclassify positions, and determine the methods, means, and personnel by which the County's/APCD's operations are to be conducted; provided, however, that the exercise and retention of such rights do not preclude employees or Local 721 from consulting about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

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

ARTICLE 28 LOCAL 721 RIGHTS

Sec. 2801 UNION BUSINESS AND TIME:

Starting on July 1, 2005, and on the same date on each subsequent year a Local 721 Bank will begin the year with four hundred (400) hours of release time for use on the preparation and presentation of filed grievances or for attending a Joint Labor Management Committee meeting as described in Article 39. No one Steward shall use more than twenty-five percent (25%) of the Bank. The bank hours used will be in accordance with the provisions of this article, and stewards are required to report all bank hours on their timecards.

If available from the 400-hour fiscal year "bank" noted above, Local 721 Board members who attend board meetings during their normally scheduled working hours may utilize Local 721 Bank hours to do so. In the event 400 hours are utilized in a fiscal year, any additional hours so spent are to be will do so on their (Stewards and/or Board Members) own time.

Effective 12/25/2022, the Local 721 Bank hours shall increase by fifty (50) hours. Thereafter, each July 1, the Local 721 Bank will begin with a total of five hundred (500) hours.

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

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

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

Local 721 shall provide written notification to the Director of Labor Relations of the name of the designated employee and the term of their designation. The designated employee shall administer the use of said paid time off and be responsible for obtaining departmental approval five days prior to the affected shift. The department head may decline to release the designated employee if the employee fails to provide the required notice or if the request presents an operational problem for the department.

Sec. 2802 UNION STEWARDS: The County affirms the right and recognizes the necessity of the Union to designate employees as stewards. Further, Management recognizes that Local 721 Stewards are the official on-site representatives of the Union and commits that no Steward will be unlawfully discriminated against because of the exercise of his/her rights and duties

as are specifically set forth by the provisions of this MOA. It is also agreed by the County and the Union that the purpose of all Union representatives is to promote an effective relationship between the County and the Union by assisting in settling grievances at the lowest possible level of the grievance procedure.

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

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

B. Representational Duties:

1. When requested by an employee, a Steward, utilizing Bank Time noted in Section 2801, may assist in the preparation and presentation of informal and formal grievances. A Steward may attend "Weingarten meetings to represent other employee(s)/member(s) and the time spent attending such meetings shall be on County (regular) time; the time spent attending such meetings shall not be drawn from the Bank. Stewards who are supervisory employees shall not represent non-supervisory employees where such activity might be, or appear to be, a conflict of interest.
2. After notifying and receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off during working hours (without loss of time or pay), drawn from the Stewards' Bank or the employee's accrued leave to present such formal grievances. The steward's immediate supervisor will authorize the steward to leave his or her work unless compelling circumstances require refusal of such

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

3. When a steward desires to contact an employee at his/her work location, the steward shall first contact the immediate supervisor of that employee to make an appointment, advise him/her of the nature of the business, and obtain permission to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he/she can reasonably expect to contact the employee. Where this prohibition extends beyond one (1) working day, the time limits of the grievance procedure shall be extended for the length of the delay.
4. Interviews or discussions with an employee and a steward during working hours will be handled expeditiously. A steward is authorized by the Union to act on behalf of Local 721 regarding grievances and work condition issues related to the area of representation.
5. Any disputes arising from the use or placement of stewards which cannot be resolved between Local 721 and the Department shall be referred immediately to the Chief Deputy Executive Officer (CDEO) – IRRM who will attempt to resolve the matter.
6. The stewards shall be required and held accountable to complete their usual work assignments and shall not be authorized to work overtime to accomplish work, which would otherwise be part of his/her normal assignment. The stewards are required to report all Stewards' Bank Time used on their timecard.
7. It is understood by the parties that conducting new employee orientation is an eligible use for Stewards' Bank Time, subject to the limitations set forth in Section 2804 of this MOA.

Sec. 2803 NEGOTIATING COMMITTEE: The committee authorized by Local 721 to consult, meet and confer, or negotiate collectively shall consist of eighteen (18) members which includes at least one (1) employee for each bargaining

unit covered by this Memorandum of Agreement who are compensated for hours spent in negotiations. Employee members will be paid by the County for the time spent in negotiations with management, but only for the straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held 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.

No less than two hundred and ten (210) days prior to the expiration of this MOA, 721 shall notify the County of the eighteen (18) employee-members of the committee. So that 721 can better prepare to timely commence bargaining over the terms of a successor MOA, between one hundred and eighty (180) and one hundred and fifty (150) days prior to expiration of this MOA, the County shall release the eighteen (18) designated committee members from active employment on three (3) workdays (non-holidays between Monday – Friday; 7:00 am – 6:00 p.m.). Each employee who on any such day would have otherwise been actively engaged on-the-job shall be paid straight-time hours as if s/he were, in fact, actively on-the-job, but in no case shall the pay for any such day exceed that number of hours such employee is scheduled for that day and in no case shall any such hours be considered as “time worked” for purposes of computing eligibility for overtime.

Sec. 2804 EMPLOYEE ORIENTATION: The County shall provide the Union written notice of Employer-wide new employee orientations at least ten (10) calendar days prior to the event.

At the end of each formal orientation session, representatives of the Union shall be permitted to make a presentation of up to sixty (60) minutes during a full-day orientation session and up to thirty (30) minutes during a half-day or less orientation session. Attendance at these presentations is mandatory for new employees hired into classifications covered by this Agreement. During these presentations, the Union may present written materials to attendees with the understanding that the Union, no less than two business days before the orientation session, will provide the County with a copy of its complete presentation along with a detailed meeting agenda, to include all written materials to be distributed by the Union during its portion of the orientation session.

No more than two (2) Union stewards may participate in full-day new employee orientation sessions and no more than one (1) Union steward may participate in half-day or less new employee orientation sessions. Union stewards participating in new employee orientations during normally scheduled working hours may do so by either utilizing Local 721 Bank hours or by utilizing their own vacation time or leave without pay in accordance with Article 28 of the MOA.

Sec. 2805 EMPLOYEE LISTS: Each bi-weekly payroll period the County/APCD shall furnish Local 721 a listing of employees within Local 721 bargaining units. The bi-weekly employee listing shall be delivered by electronic mail to the account(s) specified by Local 721 and will include the following information: first name, last name, middle initial; employee identification number; job code, job title, FLSA status, rate of pay (hourly or bi-weekly), standard hours worked per week, full-time/part-time status, employee class type, start date, Union code and description, work location and address, and pay status.

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

By March 1st of every year, and quarterly thereafter, Local 721 shall provide the Auditor-Controller with an “authorized deduction” report certifying the bargaining unit members who have clearly and affirmatively authorized the deduction of union dues, COPE and other deductions and the deduction amounts. Additionally, Local 721 shall provide bi-weekly updates to the Auditor-Controller indicating new dues authorization and/or revocations.

The Auditor-Controller shall make the membership dues and other applicable deductions from the employees’ paychecks and remit such itemized deductions to Local 721 via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Auditor-Controller shall also provide the breakdown of each amount remitted (i.e., membership dues, COPE, supplementary benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

Sec. 2807 INTERDEPARTMENTAL MESSENGER SERVICE (BROWN MAIL): The County's/APCD's interdepartmental messenger service (brown mail) may be used for individual business-oriented communication between employees who are represented by Local 721 and between the paid staff of Local 721 and such employees, provided that:

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

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

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

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

Sec. 2810 DISPLAY OF MATERIALS: Within the non-working areas of all departments, a specific area shall be provided to be used for the display and distribution of Local 721 materials and information. Regulations governing said display and distribution shall be the same as those contained in Section 2809 of this Article.

Sec. 2811 BEHAVIORAL HEALTH SAFETY LIAISONS COMMITTEE: Local 721 may have three seats on the Behavioral Health Safety Liaisons Committee. One seat designated each for Alcohol & Drug, Children's Services, and Adult Services.

Sec. 2812 UNIT DETERMINATIONS: The parties agree that Sections 2011 (Decertification Procedure) and 2012 (Modification Procedure) of the Ventura County Personnel Rules and Regulations shall be removed from the jurisdiction of the Civil Service Commission. Jurisdiction to make determinations as to decertification or modification of any unit(s) represented by Local 721 shall be submitted to arbitration in accord with

section 2904 of this MOA. The cost of arbitration shall be divided equally between Local 721, the moving party, and the County/APCD. The decision of the arbitrator shall be final and binding.

Sec. 2813 UNION SECURITY:

- A. Employees in this unit who have authorized union dues deductions as of the effective date of this MOA, or at any time subsequent to the effective date of this MOA, shall continue to have such deductions made by the County during the term of this MOA subject to revocation pursuant to the terms of the employee's dues authorization card or other written agreements for deductions.

Local 721 will provide the Auditor-Controller with the appropriate documentation to process revocations of membership dues or other deductions within ten (10) business days after receipt from the employee of the revocation request. Pursuant to Government Code section 1157.12, Local 721 shall provide a copy of an individual authorization to the County should a dispute arise about the existence or terms of the authorization.

- B. Committee on Political Education (COPE): Employees may make voluntary contributions to Local 721's registered political action committees. The Auditor-Controller shall make the deduction of the voluntary contributions in the same manner as the membership dues deduction process.

By March 1st of every year, Local 721 will provide the Auditor-Controller with an "authorized deduction" report certifying the bargaining unit members who have authorized the COPE deduction and the appropriate deduction amount. Thereafter, Local 721 shall provide bi-weekly updates indicating activations and revocations.

Sec. 2814 ORGANIZATIONAL LEAVE: Pursuant to Government Code 3558.8, and upon request of Local 721, the County shall grant representatives designated by Local 721 paid leaves of absence for union representation activities. Said paid leaves of absence shall be known as "Organizational Leave."

- A. The Local 721 Director, or his/her designee, shall submit a written request for release of an employee to that employee's Department Director, which shall include a list of all Local 721-represented employees currently on Organizational Leave. Said request shall be submitted at least 30 calendar days prior to the requested release date, specifying the starting and ending dates of the Organizational Leave. A copy of said request shall be submitted to the Director of Human Resources. The employee shall complete and submit the

paperwork deemed necessary by the parties in order to process and grant the leave.

- B. Whenever operationally feasible, the Agency shall grant the time off request. When it is not operationally feasible to grant the Organizational Leave as requested, the Department Director shall provide an explanation in writing and specify a date when the employee can be released to the Local 721 Director, or his/her designee.
- C. Organizational Leave shall be granted for no more than one (1) employee from a particular County Agency (e.g., HSA, RMA, HCA, Sheriff's Office, etc.) at the same time with a total of no more than ten (10) employees for all Local 721 bargaining units at the same time.
- D. Organizational Leave may be granted on a full-time, part-time, periodic or intermittent basis but in no case shall Organization Leave exceed 2,080 hours for any one employee in a three (3) year period. Organizational Leave shall be taken in intervals of no less than an employee's regularly scheduled daily shift and for a minimum of a one-week block.
- E. To be eligible for Organizational Leave, an employee must have successfully completed the probationary period for his/her existing classification and not have been subject to sustained disciplinary action (defined as any action listed in Sec. 3002 of this MOA) in the last two years.
- F. Employees granted Organizational Leave shall serve in such capacity without loss of compensation or other benefits including, but not limited to: Flexible Credit Allowance (medical, dental, vision), deferred compensation, retirement, paid leave accruals, life insurance, and continuous service credit in his/her civil service classification. All normal employer contributions and employee deductions shall remain in effect for the duration of the Organizational Leave.
- G. Paid time while on Organizational Leave shall not count toward the compensable service required to qualify for merit-based increases pursuant to Sec. 517(B) – "Time for Merit Increases" of this MOA.
- H. Paid time while on Organizational Leave shall not be deemed as "time worked" or "hours worked" for the purposes of FLSA overtime, pursuant to Sec. 1004 – "Compensation for Overtime Hours Worked", or contractual overtime, pursuant to Sec. 1007 - "Contractual Overtime" of this MOA.

- I. The Auditor-Controller shall prepare an invoice detailing the cost of all compensation elements as a result of an employee being on Organizational Leave. The compensation elements and other County-paid costs shall include but not be limited to: base hourly rate or bi-weekly salary; Flexible Credit Allowance (medical, dental, vision); supplemental payments such as education incentive, certification payments, and shift differentials; paid leave accruals; retirement contributions; deferred compensation contributions; payroll taxes; short-term disability, and workers' compensation. The compensation, benefit and other County-paid costs shall be based on the rates established by the County, or as defined in this Agreement and effective at the time of the Organizational Leave.
- J. The Auditor-Controller shall issue an invoice for payment to Local 721 at organizationalleaveinvoices@seiu721.org within five (5) business days after each pay period. A copy of said invoice shall be sent to the Director of Human Resources.
- K. Pursuant to California Government Code section 3558.8(b), Local 721 shall remit payment via electronic funds transfer (EFT) to the Auditor-Controller for all reimbursable costs on or before 30 calendar days after receipt of the invoice.
- L. An employee on Organizational Leave shall continue to report time based on the payroll calendar issued by the Auditor-Controller. The employee will submit weekly timesheets signed by the employee and the Local 721 Director, or his/her designee, to their respective Agency personnel representative attesting to the number of Organizational Leave hours reported and use of any sick leave, vacation time, compensatory, or any other form of time off while on Organizational Leave.
- M. While on Organizational Leave, an employee's right of access to County facilities shall be consistent with the right of access of Local 721's paid staff representatives.
- N. Should an employee incur a work-related specific injury or illness while on Organizational Leave, the employee shall remain on Organizational Leave with Local 721 until the Organizational Leave has expired or the employee is otherwise released from Organizational Leave by Local 721, and shall continue to be counted in determining the ten (10) employee maximum, as provided for above. Local 721 shall reimburse the County for all benefit, medical and allocated loss adjustment expenses incurred by the County related to the specific injury or illness. Should an employee report a continuous trauma claim while on Organizational Leave, or within one year following Organizational Leave, Local 721 shall reimburse

the County for all benefit, medical and allocated loss adjustment expenses incurred by the County related to the continuous trauma claim on a pro rata basis pursuant to Labor Code §5505.5. Local 721 shall remit reimbursement within 30 days of the invoice served by the County or the County's third-party administrator, payable to the "County of Ventura" and directed to the Risk Management Division of the County Executive's Office.

Local 721 shall stand in the shoes of the employer for purposes of knowledge of injury or illness and claim form distribution pursuant to Labor Code §§ 5401 and 5402, claim reporting to CEO – Risk Management and shall cooperate during all phases of claim investigation and administration.

- O. At the conclusion or termination of Organizational Leave granted under this article, the employee shall have the right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank or classification.
- P. Any employee on an Organizational Leave who is impacted by a reduction in force (RIF), pursuant to Article 23 of this MOA, shall have his/her Organizational Leave revoked at the time of the RIF. Following the RIF, Local 721 may resubmit requests for Organizational Leave and such requests shall be evaluated pursuant to this Section.
- Q. The County shall maintain a list of employees who have been approved for Organizational Leave and the approved duration for compliance with eligibility and maximum leave authorized under this article.

Sec. 2815 INDEMNIFICATION: Local 721 shall indemnify, defend (by paying all defense costs) and hold the County, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions of Article 28 of this agreement.

ARTICLE 29 GRIEVANCE PROCEDURE

Sec. 2901 DEFINITION: A grievance shall be defined as a dispute by an employee or a group of employees, concerning the application or interpretation of:

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

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

- A. All disciplinary appeals.
- B. All appeals arising from examinations.
- C. Performance review evaluations.
- D. Those which would require modification of a policy established by the Board of Supervisors or by law.
- E. Ventura County Personnel Rules and Regulations not specifically included herein in whole or by reference.
- F. Letters of Expectation, in accordance with Section 2003.

Sec. 2903 PROCEDURE:

1. Informal Discussion

- A. Within thirty (30) calendar days from the date of the action causing the complaint, the grievant shall discuss his/her complaint in a meeting on County time with his/her immediate supervisor. In the case of a complaint of illegal discrimination, the employee may file a complaint in accordance with the procedures listed below. Employees may also file a complaint with the County's Equal Employment Opportunity Officer in

County Human Resources. In either situation, informal discussion or illegal discrimination the grievant shall have the right to union representation.

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

2. Formal Complaint - Step 1, Immediate Supervisor:

- A. Within ten (10) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form, furnished by the County. Such written grievance shall:
 - 1. Fully describe the grievance and how the employee was adversely affected;
 - 2. Set forth the section(s) of the MOA, Personnel Rules and Regulations, and/or written policies violated;
 - 3. Indicate the date(s) of the incident(s) grieved;
 - 4. Specify the remedy or solution to the grievance sought by the employee.
- B. Within ten (10) calendar days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2 Division Head

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

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

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

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

Sec. 2904 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by Local 721 by submitting a letter requesting that the grievance be submitted to arbitration to the CDEO-IRRM within thirty (30) calendar days after the Department/Agency Head renders a decision. Prior to submitting the matter to arbitration, CDEO-IRRM or his/her designee, may meet with Local 721 in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the County Executive Officer (CEO) for his/her approval. The CEO shall advise the parties of his/her decision within ten (10) calendar days after the receipt of the proposed resolution. If the CEO concurs with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CEO rejects the agreement or fails to respond within the ten (10) working days described above, Local 721 may proceed to submit the matter to arbitration. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement, between Local 721 and the CDEO-IRRM or his/her designee.
- B. Within thirty (30) calendar days of the receipt of notice of appeal to arbitration, the parties shall attempt to choose an arbitrator from those listed in Appendix A to this MOA to hear the matter. In the

event the parties cannot mutually agree on an arbitrator within that time, the State Conciliation Service shall be immediately asked to provide the parties with a panel of five (5) individuals from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.

- C. Costs of the Arbitrator and Court Reporter, if any, shall be shared equally by the parties. If one party chooses to record the hearing, it shall, upon request, provide the other party and/or the arbitrator with a copy of that recording.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOA, but shall determine only whether or not there has been a violation of the MOA in respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the County, Local 721, and the employee affected, subject to judicial review.
- E. If either the County or Local 721 shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MOA, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 2905 GRIEVANCE REMEDIES: 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 2903, above, or from the ensuing arbitration, as set forth in section 2904, above, including any back pay or benefits, shall be limited to 180 days from the date the formal written grievance is filed at Step 1, as set forth in section 2903(2)(A), above.

This section shall not apply to requests for arbitration filed under the provisions of Article 30 of this Agreement.

- Sec. 2906 MEDIATION: Prior to an arbitration hearing, Local 721 and the County, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of Local 721 and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at any subsequent hearing.
- Sec. 2907 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. Except for the time limitations set forth in section 2905 above, 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. 2908 TIME OFF FOR GRIEVANCE RESOLUTION: An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by his/her appointing authority to process, prepare and resolve his/her grievance.
- Sec. 2909 GRIEVANCES AND RULES OR MEMORANDA CHANGES: Grievances shall be arbitrated on the basis of the Rules, MOA, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.

ARTICLE 30 DISCIPLINARY ARBITRATION

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

Sec. 3002 WRITTEN ORDER FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, and DISMISSAL: The continuing employment of every regular employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, reduced in pay and suspended, or demoted and suspended for cause as specified in Section 3003 by the appointing authority in the following manner:

- A. The appointing authority shall serve upon the employee a Notice of Proposed Disciplinary Action stating the nature of the proposed action and its effective date. Such Notice shall also set forth in writing the reasons for the proposed disciplinary action, a statement of the charges upon which the action is to be based, a notice to the employee that he/she has the right to review the materials being used against him/her, and a statement advising the employee that he/she has a right to respond to the charges. A duplicate of that Notice must be filed with the Director-Human Resources and Local 721.
- B. Within seven (7) calendar days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority in said Notice of Disciplinary Action, the employee may respond to the proposed action. Such response may be presented orally or in writing. The employee has a right to have a Local 721 representative if he/she so chooses.
- C. At the completion of the period provided in "B" above, the appointing authority shall review the employee's response, if any, and make a determination whether to cancel, amend, or sustain the proposed action. If the appointing authority decides to amend or sustain the proposed action, the employee will be served with Notice of Disciplinary Action again setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based.

Subject to the provisions of Section 3009, the Notice of Disciplinary Action shall also advise the employee that the action being taken is final, and apprise him/her of his/her right to request that Local 721 submit the matter to arbitration within thirty (30) calendar days. A duplicate of that Notice must be filed with the CDEO-IRRM and Local 721.

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

- Sec. 3003 CAUSES FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL: In accordance with Section 1345.1.4.13.1 of the Ventura County Ordinance Code, causes for disciplinary action are as follows: fraud in securing appointment, incompetency, inefficiency, inexcusable neglect of duty, physical or mental disability in accordance with Federal and State Law, insubordination, dishonesty, being under the influence of illegal drugs and/or alcohol while on duty, intemperance, addiction to the use of narcotics or habit forming drugs, inexcusable absence without leave, conviction of a felony or misdemeanor involving moral turpitude, immorality, discourteous treatment of the public or other employees, improper political activity in violation of Article 24 of the Ventura County Personnel Rules and Regulations or Sections 1351 and 1351.1 of the Ventura County Ordinance Code, willful disobedience, violation of any provision of Article IV of the Ventura County Ordinance Code, which among other things includes the corrupt use of official authority or influence, or any other failure of good behavior or acts which are incompatible with or inimical to the public service.
- Sec. 3004 DISCIPLINARY REDUCTION IN HOURLY RATE OF PAY: In accordance with the necessity for taking disciplinary action, the hourly rate of pay of a Local 721 represented employee may be reduced by either 2.5% or 5% for a period of time not to exceed 1,040 hours for any one offense.
- Sec. 3005 SUSPENSION WITHOUT PAY: Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no hourly rate of pay/salary shall be paid the suspended employee for the duration of his/her suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of vacation and sick leave accruals.
- Sec. 3006 DEMOTION: The employee may be demoted to a classification, which has a lower pay/salary range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to the hourly rate of pay/salary in the range of the position to which he/she has been demoted which is approximately 5% lower than the hourly rate of pay/salary he/she was receiving in the higher class. If the top step of the hourly rate of pay/salary in the range of the position to which he/she has been demoted is more than 5% lower than the hourly rate of pay/salary he/she was receiving in the higher class, the employee shall receive the top step of the hourly rate of pay/salary in the range of the position to which he/she has been demoted. An employee so demoted shall not have his/her merit qualifying hours needed reset.

Sec. 3007 DISCIPLINARY ACTION IMPOSED DURING PROBATIONARY PERIOD:

The appointing authority may dismiss, demote, suspend, demote and suspend, or impose any other disciplinary action on any probationary employee during the probationary period. Neither a probationary employee nor Local 721 may request arbitration of any disciplinary action taken against an employee during his/her probationary period.

A promoted employee who is dismissed during his/her probationary period shall return to the position in which he/she held permanent status, if vacant, or any other vacant position in his/her former classification in the department/agency. If no such vacancy exists, every reasonable attempt will be made by the appointing authority to retain the employee in an underfill capacity. Only if there is no vacancy and the appointing authority is unable to make reasonable accommodation, the employee shall be placed on a reemployment list for two (2) years for the position in which he/she held permanent status and shall be granted the first position that becomes available in his/her former classification in the Agency/Department in which he was employed. The above provisions shall not apply if the cause of the dismissal warrants dismissal from County service. If the cause for dismissal warrants dismissal from County service, the employee may request that Local 721 submit the matter to arbitration.

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

Sec. 3009 REQUEST FOR ARBITRATION: If an employee wishes to appeal a disciplinary action, he/she shall ask that the matter be submitted to arbitration by Local 721. If Local 721 concurs, within thirty (30) calendar days of the employee's receipt of the Notice of Disciplinary Action it shall submit a written request to the CDEO-IRRM that the matter be submitted to arbitration. Upon receipt of Local 721's request, the parties shall, within thirty (30) calendar days, attempt to choose an arbitrator from those listed in Appendix B to this MOA to hear the matter. In the event the parties cannot mutually agree on an arbitrator within that time, the State Conciliation Service shall be immediately asked to provide the parties with a panel of five (5) individuals from which one (1) name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The remaining name shall be deemed to be the arbitrator for the instant appeal. The arbitrator shall conduct a hearing within thirty (30) days of being selected by the parties unless there is a mutual agreement to extend the time frame.

Sec. 3010 ARBITRATION COSTS: The costs of the arbitrator shall be paid by the losing party. In the event the arbitrator modifies the discipline imposed, the costs shall be shared equally by the parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter;

however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If one party chooses to record the hearing, it shall provide the other and the arbitrator with a copy of that recording. If a cancellation fee is imposed on the parties by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.

- Sec. 3011 SCOPE OF ARBITRATOR'S AUTHORITY: The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article or any other terms of this MOA. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then he/she shall set aside the action taken by the appointing authority. If the Arbitrator finds that some or all of the charges are true, then he/she shall make a decision confirming or modifying the action of the appointing authority provided, however, that his/her authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 3002. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 3005, but in accord with Section 3009, nothing shall preclude the Arbitrator from ordering the reinstatement of an employee with or without back pay. The decision of the Arbitrator shall be final and binding, subject to judicial review pursuant to Title 9 of Part 3 of the Code of Civil Procedure of the State of California, upon the employee, the County, and, if applicable, Local 721.

- Sec. 3012 GOVERNING PROVISIONS: All arbitration proceedings arising under this Article shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California. However, Code of Civil Procedure Section 1283.05, relating to discovery, shall not be a part of this Agreement. Further, subpoenas duces tecum may be issued by the attorney or other representative of a party as well as by the arbitrator. All other provisions relating to subpoenas found in Chapter 3 of Title 9 of the Code of Civil procedure shall apply.

- Sec. 3013 ARBITRABILITY: If either the County or Local 721 shall claim before the Arbitrator that a particular request for arbitration fails to meet time limits, or is in some other manner defective, and, thereby, fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such appeal fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a decision or recommendation on its merits.

- Sec. 3014 REPORT OF HEARING: The Arbitrator shall render his/her report to the parties in writing, including the reasons for any decision, within thirty (30)

calendar days of the completion of the hearing. Failure to comply with this provision shall result in the automatic waiver by the arbitrator of all arbitration, per diem, preparation, and related fees.

Sec. 3015 VACATION OF ORDER: A decision of the Arbitrator may be modified or vacated, in whole or in part, and a new or further hearing granted on all or part of the issues on the application of a party to the arbitration for any of the following causes, materially affecting the substantial rights of the parties:

- A. Irregularity in the arbitration proceedings, or any order of the Arbitrator or abuse of discretion by which either party was prevented from having a fair hearing.
- B. Accident or surprise, which ordinary prudence could not have guarded against;
- C. Newly discovered evidence which could not, with reasonable diligence, have been discovered and produced at the hearing and which is material to the question that was before the Arbitrator;
- D. Error in law, occurring at the arbitration and accepted to at the arbitration by the party making the application or motion.

Sec. 3016 APPLICATION FOR VACATION OF ORDER: The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of his/her order and shall designate the grounds upon which vacation is requested.

Should the Arbitrator grant a hearing on the application or motion, the Arbitrator shall, after review of the application or motion, specify the ground or grounds on which it is granted and his/her reason or reasons for granting the application or motion. At the hearing, the evidence introduced shall be limited to the ground or grounds upon which the hearing was granted. At the conclusion of the hearing, the Arbitrator shall either confirm his/her prior findings and decision or issue a new finding and decision.

The filing of an application under this Section shall not be necessary to exhaust administrative remedies and the application or motion shall not operate to stay the effectiveness of the Arbitrator's order except by discretion of the Arbitrator upon a showing by affidavit of emergency or hardship should the order not be stayed.

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

ARTICLE 31 ANNUAL LEAVE

- Sec. 3101 APPLICABILITY: The provisions of this Article shall apply only to Nursing Care Coordinators I, II, and Clinical Coordinators who are Local 721-represented classes.
- Sec. 3102 CONFLICTING ARTICLES INAPPLICABLE: Article 12 and Article 14 of this Memorandum of Agreement, both in whole or in part, except as otherwise provided herein, are not applicable to persons eligible for Annual Leave. Provisions of this Article are provided in lieu of the provisions of Article 12 and 14, except as provided in this Article.
- Sec. 3103 PURPOSE: To provide an annual leave policy which prescribes the manner in which annual leave is accrued and utilized. Annual leave is only authorized for regular, provisional, or part-time employees.
- Sec. 3104 ACCRUAL RATES: Full-time employees shall accrue hours of annual leave with pay for each hour of compensation to a maximum of 80 hours per bi-weekly work period according to the following schedule:

<u>Compensable Hours</u>	<u>Annual Leave Credit Earned per Hour</u>	<u>Annual Leave Accrual</u>
Less than 10,400 hours (Approximately less than 5 Years)	.0769	20 working days
10,400 but less than 22,880 hours (Approximately 5 Years but less than 11 Years)	.0962	25 working days
22,880 hours (Approximately 11 Years)	.1000	26 working days
24,960 hours (Approximately 12 Years)	.1038	27 working days
27,040 hours (Approximately 13 Years)	.1077	28 working days
29,120 hours (Approximately 14 Years)	.1115	29 working days
31,200 or more (Approximately 15 Years but less than 20 years)	.1154	30 working days
41,600 or more (Approximately 20 or more Years)	.1231	32 working days

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

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

Sec. 3106 ANNUAL LEAVE REDEMPTION: An employee may elect to receive cash in lieu of up to eighty (80) hours of accrued annual leave at his/her current base hourly rate of pay/salary rate. Any such election shall be 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 CASH in the ordinary payroll process. An employee may make up to two requests per calendar year for cash payment in lieu of a combined annual maximum of eighty (80) hours of annual leave accrual. 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.

The Union and County agree that 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 Ventura County Auditor-Controller's office 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 or safety retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.
- C. An employee must use eighty (80) hours of accrued 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 eighty (80) hours of accrued annual leave in the twelve (12) months immediately preceding the cash-out, the employee’s 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 leave the employee had elected to redeem for cash.
- If an employee is unable 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 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 hours utilized by the employee in the election year must equal at minimum eighty (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 cash 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 cash in the subsequent calendar year and will not report as income

annual leave that the employee is eligible to receive but does not cash-out during that 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. If it is subsequently determined by the County, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to October, 2016 or substantially similar, will not trigger constructive receipt of income from accrued leave, the union may, at its sole option, compel the County to reopen negotiations in order to restore the leave redemption provisions in place in October 2016 or something substantially similar that will not trigger constructive receipt of income from accrued leave.

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

Sec. 3108 ANNUAL LEAVE USAGE:

- A. Each Department/Agency Head shall be responsible for scheduling the annual leave periods of his/her employees in such a manner as

to achieve the most efficient functioning of the department or agency and of the County service. The appointing authority shall determine when annual leave will be taken.

- B. Employees claiming illness or injury as grounds for unscheduled usage of annual leave may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness. Any person absent from work shall notify his/her Department/Agency Head on the first day of such leave and as often thereafter as directed by his/her agency or department head. The Director-Human Resources or the Department/Agency Head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.
- C. An employee absent due to his/her illness or injury for more than 5 consecutive workdays shall not be entitled to use annual leave for his/her absence on any day after the 5 days unless and until he/she presents to his/her appointing authority a certificate signed by his/her physician stating that he/she was ill or injured on each day of such absence. Any employee absent for a period of 5 consecutive work days due to illness or accident may, at the discretion of his/her appointing authority or the County Director-Human Resources be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at County expense.

Sec. 3109 PAY FOR ANNUAL LEAVE ON TERMINATION: Any employee who terminates or who is terminated shall be paid at the then prevailing hourly rate of pay for each hour earned of annual leave based on the pay rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

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

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

Sec. 3112 USE OF ANNUAL LEAVE WHEN PERMANENTLY INCAPACITATED: Annual leave shall not be used to continue the hourly rate of pay/salary of any employee after it has been determined by the County's Employee Health Services physician that such employee is permanently incapacitated

for a return to County employment and is eligible for retirement. Annual leave credits may be utilized by such employee until such a determination has been made and appropriate action has been taken by the Ventura County Retirement Board.

Sec. 3113 LONG-TERM DISABILITY PLAN:

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

Sec. 3114 COORDINATION WITH DISABILITY BENEFITS: Eligible employees, subsequent to exhausting all accumulated annual leave hours as per Section 1404(F), may use accrued annual leave hours in conjunction with either State Disability Insurance or the County Long Term Disability Plan in order to receive an amount equal to the bi-weekly rate of pay the employee would have otherwise received had he/she actually worked his/her normal schedule.

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

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

- B. Maximum Accrual: Employees shall not accumulate more than 600 hours of annual leave. It is the mutual responsibility of the employee and the Department/Agency Head to ensure that no employee shall exceed the maximum accrual.

ARTICLE 32 HUMAN SERVICES AGENCY WORKLOAD STANDARDS

The parties intend to build on the body of work accomplished by the Committee formed under the following provisions originally incorporated in the 2013-2016 MOA. Recognizing and truly valuing the work done by all then participating employees/members, the parties agree to reconvene the Workload Committee Forum as it existed in October 2015. In this regard, and to the extent legitimately possible (given that some who previously participated in that endeavor are no longer employed by HSA or Local 721 OR simply no longer desire to participate), those who participated in the initial Committee will be invited to again participate, and if there are vacancies, those vacancies shall be filled in accord with the language of this Article. Specifically:

- Should each so desire, the previous co-chairs will again serve as co-chairs;
- The Committee will:
 - Confirm the remaining work left unfinished or inadequately addressed by the previous Committee; and,
 - Develop the agenda and timeline to address and finish the balance of work remaining without, to the extent legitimately possible, revisiting workload standards or areas of discussion from past sessions other than to recognize the CDS and AFS standards that are still in need completion;

The parties agree that an initial kickoff meeting (within 60 days of BoS approval of the 2016-2019 MOA) will be held to ensure all participants (“hold-overs” and new) are brought back up-to-speed. Notwithstanding the deadline established in Section “F” immediately below, the parties agree that the work related to this Article will be finished, and the Committee will be formally dissolved, no later than one hundred and eighty-three (183) days after the initial “kickoff” meeting unless there is mutual agreement to extend that one hundred and eighty-three (183) day deadline.

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

Within the parameters of geographical location, aid categories, and case assignment procedures, HSA will endeavor to distribute the workload equitably among employees. No worker will be required to carry a caseload more than ten percent (10%) in excess of the average caseload. When a caseload of a worker is in excess of such a maximum at cutoff, the County will adjust the worker's caseload within thirty (30) days. CSSW IV's and Client Benefit Specialists performing the lead worker function in their respective units shall be assigned a caseload at least 5% below the standard. It will be the policy of the County to provide equitable distribution of caseloads within the unit. Where possible, non-English speaking cases shall be assigned to bilingual workers. In the event HSA is considering performance related discipline on any employee that carries a caseload, HSA will take into account the number of cases assigned to that employee.

- B. The current Human Services Agency workload/caseload standards are obsolete, based upon programs that no longer exist or that have changed over time. As has been the intent to define more relevant and equitable standards, it is recognized that with present uncertainties for social service funding and program design, it is not optimal to establish standards that will be irrelevant in the short term. The County continues to work toward realistic workload standards that best represent the work that is expected by each stakeholder.
- C. The Parties agree that the most effective approach in providing for efficient workload management is to look at how the actual work and job functions are designed. The Parties also agree to work towards solutions that utilize function-based work models, case file management, customer interface, self-sufficiency development, creation of professional worker-client relations, and use of technology to enhance service delivery, with the goal of meeting the needs of Ventura County residents.
- D. The Parties agree to participate in open forums with a mutually agreed upon number of up to three (3) Local 721-represented HSA employees from each of the four (4) programs (AFS, BESD, CFS and TAD). The purpose of the forum will be for the Parties to discuss and provide information regarding the implementation of any changes to the service delivery model that impact workload, but not on a meet and confer basis. The parties recognize that the success of the forum is based on active participation by all forum members. Therefore, forum members commit to fostering trust and communication between the parties by respecting and valuing all views equally. The forum meetings may take place monthly, and or at the request of either party. Additional work hours will be authorized for Local 721-represented employees to complete regular work assignments as a result of hours served on assignments/meetings for forum and/or sub-committees.
- E. The sub-committees from each HSA department and key classifications shall be created of equal appointments of management and Local 721 HSA

workers to develop recommendations and priorities of how work is done and defining realistic numbers/workload standards. These committees will meet for at least two sessions, or longer if mutually agreed to by members. All recommendations shall be brought back to the general workload forum for finalization and implementation. Sub-committees do not have authority to finalize and implement recommendations prior to discussion and agreement at general forum.

- F. The key focus of the workload forum is to define reasonable and equitable workload standards. Timeliness in defining workload standards is essential to managing the day-to-day operations and employee performance. Thus, the workload forum agrees to establish a timeline of June 30, 2014, for completion of the initial workload standards for all AFS, BESD, CFS and TAD programs. It is recognized that during this time that management will still be required to manage employee performance; in the absence of agreed upon standards, and with consideration given regarding the complexity of cases, the Agency will use workload averages as a way to manage employee performance.
- G. Upon the development of the workload standards for all four program areas, as referenced in paragraph F above, the workload forum will continue to meet once quarterly (or more frequently if warranted) to address any changes to workload standards that might impact pre-defined workload standards.
- H. In the event of federal or state mandates that may impact delivery of services to the public, either party may re-open this article with 30-days written notice.

ARTICLE 33 FULL UNDERSTANDING, MODIFICATION WAIVER

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

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

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

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

- C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the MOA.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County's/APCD's Board.
- E. The waiver of any breach, term or condition of this MOA by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 34 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be the Assistant County Executive Officer - 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 35 PROVISIONS OF LAW

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

ARTICLE 36 HCA OPTIMUM CENSUS STAFFING

- A. Purpose: To provide procedures which govern the employment and compensation of HCA employees needed to provide staffing where the workload fluctuates due to changes in patient census. It is the intent that use of OCEs shall lessen the need for use of extra help and/or intermittent workers (as defined in Sections 230 and 234, respectively, in the Ventura County Personnel Rules and Regulations) in Local 721's bargaining units at the HCA.
- B. Limitations:
1. No more than 40% of the employees employed in any classification covered by this MOA at the HCA may be employed as an OCE.
 2. OCEs may only be employed from eligible lists established through a competitive process.
 3. No OCE may fill a regular classified position for more than ten (10) calendar days.
- C. Classification of OCEs: The HCA Director may employ these employees in any classification within the department or agency budget, but under no circumstances may the number of OCEs exceed 40% of the allocated positions in any classification.
- D. Merit Increases: OCEs are not eligible for merit increases.
- E. Hourly rate of pay/salary and Benefits:
1. OCEs shall be compensated at any point on the pay/salary range for the classification in which the employee is appointed.
 2. OCEs shall not be guaranteed any number of hours of work per bi-weekly pay period.
 3. OCEs shall be provided with the VCMC Health Insurance Plan and shall not be eligible for flexible credit allowances.
 4. If there is not sufficient work for OCEs, they may be sent home on vacation, compensatory time, or leave without pay.
 5. Sick leave for OCEs shall be earned at the rate of .01925 per hour of sick leave with pay for each hour of compensation. The maximum accumulations shall be eight hundred (800) hours.
 6. Vacation credits for OCEs shall be earned at the rate of .01923 per hour with pay for each hour of compensation to be compensated per year to

maximum of forty (40) hours. The maximum accumulations shall be four hundred (400) hours.

7. Work on Holidays: OCS employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half (1.5) their regular rate of pay for hours actually worked between the hours of 12:01 a.m. and 12:00 midnight of the holiday, in addition to receiving straight time payment for said holidays. Such straight time pay shall not exceed the number of hours usually scheduled on that day, and shall in no case exceed twelve (12) hours.

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

8. Retirement: OCEs scheduled to work less than 64 hours per pay period will not be in the County retirement system, and will be covered by Safe Harbor. OCEs scheduled to work 64 hours or more per pay period will be in the County system, but will not receive a retirement pick-up. Once OCEs are in the County system, they will not be able to get out of it even if their work schedules are officially reduced.
 9. OCEs shall receive evening and night shift differential premium pay in accordance with Section 603A, 604, 605, and 606.
 10. The provisions of Section 520 shall apply to OCEs who are promoted or transitioned to any classification in a regular employment status.
- F. Layoffs: In the event of a reduction in force OCEs shall be laid off on a classification-by-classification basis after extra help employees and before Per Diem employees.
- G. Transition to Regular Full-Time Employment: In the event of a vacancy in a regular full-time position in a particular classification, all OCEs in that classification shall be certified to the appointing authority for interview. The appointing authority shall appoint one of those OCEs to fill the vacancy unless there is specific written justification to reject each and every certified OCE.
- H. Failure to Accept Work: If an OCE refuses a request to work when called by the appointing authority three (3) consecutive times or five (5) or more times in a fiscal year, that employee shall be terminated.
- I. Grievances and Disciplinary Appeals: Grievances and disciplinary appeals of OCEs will be submitted to mediation for final disposition.

- J. OCEs shall be required to pay Union representational service fees at the rate of 1/80th of the normal Union fees for each hour compensated in a pay period, not to exceed eighty (80) hours.
- K. The County and Local 721 have agreed to form an Extra Help/Optimum Census Staffing Oversight Committee as described in Appendix C.

ARTICLE 37 PER DIEM POOL EMPLOYEES

Sec. 3701 DEFINITION: Employees hired in per diem pool classifications (formally known as "Limited Benefit Employees") shall be considered regular employees as defined in Section 251 of the Ventura County Personnel Rules and Regulations.

Sec. 3702 LIMITATIONS:

1. Per diem pool classifications are limited to those identified as such in the County's Classification and Hourly rate of pay/salary listing or as approved in the future by the County's Board.
2. Per diem pool employees shall only be entitled to receive the benefits, premiums, hourly rate of pay/salary, or other compensation elements referenced in Subsection (C), below.

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

Sec. 3703 HOURLY RATE OF PAY/SALARY AND BENEFITS:

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

2. Retirement: Per diem pool employees scheduled to work less than sixty-four (64) hours per pay period will not be in the County retirement system, and will be covered by Safe Harbor. Per diem pool employees scheduled to work 64 hours or more per pay period will be in the County system, but will not receive a retirement pick-up. Once per diem pool employees are in the County system, they will not be able to leave it even if their work schedules are officially reduced.
3. State Disability Insurance (SDI): The parties agree that per diem pool employees may hold an election for the purposes of participating in SDI. Per diem pool employees shall pay all costs of SDI coverage.
4. Work Hours: Per diem pool employees shall not be guaranteed any specific number of hours during any bi-weekly pay period.
5. Holidays: Per Diem pool employees will be paid at the overtime rate of 1.5 for hours worked on two major holidays per year. Major holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.
6. Call-Offs: Per diem pool employees may be sent home if there is not sufficient work to be performed during any assigned shift.
7. Shift Differential: Per diem pool employees shall be eligible to receive shift differential in accordance with Article 6, Sections 603A, 604A and B, or 605. Per diem employees shall only receive one form of shift differential per shift.
8. Standby: Notwithstanding any other provision of this Agreement, a Per Diem Pool employee who is placed on formal standby duty shall be compensated for actual time on call at one-quarter (1/4) of his/her regular hourly rate of pay/salary or at minimum wage, whichever is greater. A Per Diem Pool employee who is called back to work, whether or not from formal standby, at the Ventura County Medical Center, including Santa Paula Hospital, shall be paid one and one-half times his/her hourly wage for time worked as a result of the callback to duty when funds for such purposes have been specifically appropriated by the Board after specific inclusion in the department/agency budget. In no instance shall a callback to duty be considered as less than two hours for pay purposes. No employee shall be paid for call back time and standby simultaneously. All employees excluded from the overtime provisions of the Agreement are also excluded from the provisions of this subpart.

Sec. 3704 FAILURE TO ACCEPT WORK: If a per diem pool employee refuses a request to work when called by the appointing authority three (3)

consecutive times or five (5) times in a fiscal year, that employee shall be terminated.

Sec. 3705 GRIEVANCE AND DISCIPLINARY APPEALS: Grievances and disciplinary appeals will be submitted to mediation for final disposition.

Sec. 3706 UNION DUES: Per diem pool employees shall be required to pay Union representational service fees at the rate of 1/80th of the normal Union fees for each hour compensated in a pay period, not to exceed eighty (80) hours.

Sec. 3707 LAYOFFS: In the event of a reduction in force, Per Diem pool employees within each department/agency shall be laid off on a classification-by-classification basis in reverse order of the employee's seniority. If two (2) or more employees have identical seniority status, then such employee(s) shall be laid off in the order determined by the appointing authority.

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

Sec. 3708 TRANSITION TO REGULAR FULL-TIME EMPLOYMENT: In the event a vacant, regular full-time allocation is to be filled with an individual in a classification in which per diem status employees are already employed, then in addition to any other individuals certified to the Appointing Authority as per Article 8 (Certification) of the County Personnel Rules and Regulations (PR&Rs), any such active Per Diem status employee shall also be so certified. The certification, relative consideration, appointment, and notice to each (all) certified eligible(s) shall be done in accord with Articles 7 (Eligible Lists) & 8 (Certification) of the PR&Rs.

The subsections included below will be effective 12/25/2022.

Sec. 3709 SICK LEAVE ACCRUAL RATES: Employees covered by this Article shall accrue 0.0231 hours of sick leave with pay for each hour worked during the pay period.

Sec. 3710 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.

Sec. 3711 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. 3712 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. 3713 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. 3714 CANCELLATION OF SICK LEAVE ON SEPARATION FROM EMPLOYMENT: 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.

ARTICLE 38 EMPLOYEE INCENTIVE PROGRAMS

Sec. 3801 **NEW HIRE INCENTIVE:** Upon Department/Agency Head recommendation and with the approval of the CEO or his/her designee, 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 County of Ventura 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. 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 including paycheck deductions for repayment of the New Hire Incentive. 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 and is subject to state and federal taxes, as well as any applicable payroll deductions.

An employee who received the New Hire Incentive must maintain employment within the County of Ventura agency that originally hired said employee and remain in a Local 721-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 re-payment of the New Hire Incentive that was paid as follows:

Compensable Hours Completed	Pro-rata Repayment
Within the probationary period	100%
After probation period but before 4,159	50%

Sec. 3802 **EMPLOYEE REFERRAL INCENTIVE:** Upon Department/Agency Head 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. There is no limit to the number of Employee Referral Incentive payments any one employee may receive. 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 not eligible 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 not be eligible 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 and any employee on the interview panel.

Sec. 3803 EMPLOYEE RETENTION INCENTIVE: Upon Department/Agency Head recommendation and with the approval of the CEO or his/her designee, 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 County to be difficult-to-retain, and who has been offered, and is considering employment outside of the County.

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 County, 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, and will be subject to state and federal taxes, as well as any applicable payroll deductions.

An employee who accepts an Employee Retention Incentive must maintain employment with the County 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 repayment of the paid Employee Retention Incentive as follows:

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

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 above repayment stipulations, including paycheck deductions, for repayment of the Retention Incentive.

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

ARTICLE 39 JOINT LABOR MANAGEMENT COMMITTEE


The County recognizes the value of a committee where issues of common concern may be discussed, and a Joint Labor Management Committee (JLMC) has been codified to memorialize the current practice between the County and Local 721. The JLMC may convene no more than once per month for no more than one (1) hour, or up to two (2) hours with prior mutual agreement. Either party may request to schedule a JLMC meeting. The meetings shall be held on the second Friday of the month, unless another day is mutually agreed upon prior to the start of the meeting. The party requesting the JLMC shall prepare an agenda and distribute it to the other party no less than seventy-two (72) hours in advance of the meeting. Such meetings shall be scheduled so as to minimize disruptions to the delivery of County services and shall be mutually agreeable to the County. The JLMC shall consist of five (5) representatives from County Labor Relations and five (5) Local 721 Staff members. Additional participants may attend the meeting, including Local 721-represented employees, with prior County approval and authorization. Local 721-represented employees participating in the JLMC meetings shall be eligible to be compensated within the provisions of Section 2801 of the current MOA. Meeting space shall be provided by the County.

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

THE FOREGOING ARTICLES ARE HEREBY AGREED TO ON
THIS 9TH DAY OF NOVEMBER, 2022, by:

COUNTY OF VENTURA


Robert Abeloe, Chief Negotiator


J. Tabin Cosio




Mike Curnow, Second Chair


Jennifer Holst


SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721


Aram Agdaian, Chief Negotiator


Brandon Miller, Bargaining Team Co-Chair


Felipa Lopez


Grace Sepulveda


Jamie Williams


Thomas Adelman

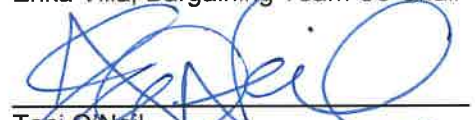

Anthony Santiago


Ivon Gutierrez


Margarita Magallanes


Danny Carrillo, Tri-Counties Reg. Dir.


Erika Villa, Bargaining Team Co-Chair


Toni O'Neil


David Vahidi


Maria Zavala


Rebecca Albarran,


Edwin Jacob


Cecilia Hernandez-Garcia


Rene Espinoza

Appendix A

**Agreement
to
Extend
Enhanced Salary & Benefits
to
Employees Called to Combat Military Duty**

The parties hereto acknowledge that:

- 1) On May 16, 2017, the Ventura County Board of Supervisors (BoS) approved a program to extend the salary and benefits set forth in Exhibit 1 of this agreement to all unrepresented County employees;
- 2) On that same day, the BoS also authorized the Director of Human Resources to engage with each organization recognized by the County of Ventura ("County") to represent employees in matters involving wages, hours, and other terms and conditions of employment for the purpose of offering the benefits set forth in Exhibit 1 to represented employees;
- 3) The Service Employees International Union (SEIU) is recognized by the County as an employee organization for purposes of representing employees in matters involving wages, hours, and other terms and conditions of employment; and,
- 4) There is currently in effect a Memorandum of Agreement (MoA) between the County and SEIU.

Notwithstanding the provisions of the MoA referenced in #4 immediately above, the parties hereto agree:

- A) To extend the benefit(s) set forth in Exhibit 1, which is incorporated in its entirety into this agreement, to eligible individuals employed in classifications represented by SEIU; and,
- B) Eligibility for the benefits set forth in Exhibit 1 shall commence with the start of the first pay-period after the date upon which this agreement is signed.

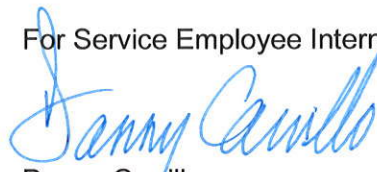
Agreed to this 24 day of May, 2017 by:

For the County:



Shawn Atin
Assistant County Executive Officer
Director of HR/LR

For Service Employee International Union:



Danny Carrillo
Tri-Counties Regional Director
Service Employee International Union

RESOLUTION NO. 17-052

EXHIBIT 1

RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF VENTURA
EXTENDING SALARY AND BENEFITS TO EMPLOYEES
CALLED TO COMBAT MILITARY DUTY

WHEREAS, Section 395.01 of the Military and Veterans Code provides that employees with one year or more of County service, including recognized military service, are eligible to receive their regular salary for a period not to exceed (30) days; and

WHEREAS, the loss of County salary upon which employees who are called to active military duty in combat, preparation for combat, or for the war on terrorism resulting in deployment of the employee with the Armed Forces to a foreign country, have come to rely may result in economic hardship for those individuals; and

WHEREAS, The Board of Supervisors has the authority to provide benefits in excess of those provided by the Military and Veterans Code,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that, notwithstanding any provision of the County Administrative Manual, in recognition of the sacrifices made by these employees on behalf of the citizens of this County and the financial hardship they face as a result of the difference between their County salary and their military pay, that:

1. Effective May 21, 2017, for any regular status County employee in an unrepresented classification with at least one year of County service who is called to active military duty in combat, preparation for combat, or for the war on terrorism resulting in deployment of the employee with the Armed Forces to a foreign country, and after receiving his/her regular salary as required by law, effective on the 31st day of the aforementioned leave, and for a period of up to eleven (11) additional months of eligible deployment, the County will supplement the employee's full gross military salary to maintain the employee at the same assigned daily rate of pay as the date of deployment (excluding unscheduled or unworked overtime) and grant half-time (50%) holiday, sick, vacation and annual leave accruals; once an employee receives 11 months of this supplemental pay/50% leave accrual beyond the 30 days mandated by law (regardless of whether the 11 months is consecutive or not), the employee is no longer eligible to receive such benefits;
2. Effective the first day of the pay-period immediately after receipt of formal agreement with any recognized employee organization, the Human Resources Director shall cause the benefits detailed in #1 immediately above to be extended to eligible employees represented by that Union/Association.

Upon motion of Supervisor Long, seconded by
Supervisor Zaragoza, the foregoing resolution was passed and
adopted on this 16 day of May, 2017.

By: John Zaragza
Chair, Board of Supervisors
County of Ventura

ATTEST: MICHAEL POWERS,
Clerk of the Board of Supervisors,
County of Ventura, State of California

By: Don Harris
Deputy Clerk of the Board



**AGREEMENT TO AMEND THE MEMORANDUM
OF AGREEMENT BETWEEN THE COUNTY OF VENTURA
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (LOCAL 721)**

The County of Ventura (County) and the Service Employees International Union, Local 721 (SEIU) agree to amend the 2019-2022 Memorandum of Agreement (MOA) covering the period between December 17, 2019 up to and including midnight December 17, 2022 as follows:

1. Exhibit B, NEW "Disaster/Extreme Emergency Overtime Pay", shall be included to read as follows:

EXHIBIT B

DISASTER/EXTREME EMERGENCY OVERTIME PAY PROGRAM

Introduction:

This agreement is reached in an effort to develop a program in which classifications and/or specific positions, designated by the Health Care Agency (HCA) Director can receive an increased overtime rate of pay to cover staffing needs during a state of disaster or extreme emergency. To address potential workforce implications resulting from a natural disaster (as defined by Sec. 1804 of the County Personnel Rules and Regulations) and to ensure the continuity of County operations, the HCA Director may activate the "Emergency Overtime Pay" (EOP) Program as follows:

Activation:

The EOP Program may be activated when:

1. A declaration of a "Local Health Emergency" is issued by the County of Ventura Health Officer; and/or
2. A proclamation is made by the VCMC Chief Executive Officer initiating the Hospital Incident Command System pursuant to the HCA Emergency Management Plan.

When activated, the EOP Program shall supersede the regular overtime pay as identified in Article 10, for the classifications designated by the HCA Director.

EOP Pay:

The EOP rate of pay is as follows:

When activated, employees who are eligible for overtime pay under the provisions of the Fair Labor Standards Act (FLSA) shall be paid in cash at a rate of two and one-half

(2.5) times their regular hourly rate of pay for all FLSA "hours worked" in excess of forty (40) hours during their Designated Work Period. Employees designated under the 7(j) exception (29 U.S.C. section 207, subsection (j)) shall be paid in cash at a rate of two and one-half (2.5) times the employee's regular hourly rate of pay for all FLSA "hours worked" in excess of eight (8) in any workday or eighty (80) in any fourteen (14) day pay period.

The EOP rate is for specific declared times only and is not considered as the rate of pay for usual overtime hours.

Affected Classifications:

The purpose of EOP is to specifically address adequate staffing for the most affected units/departments. Therefore, the application of the EOP pay rate shall be limited to such classifications and/or specific positions designated by the HCA Director, or his/her authorized designee.

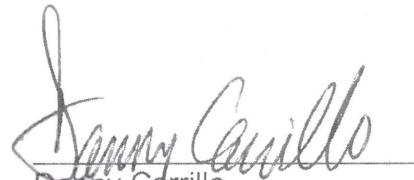
Deactivation:

At any time the HCA Director may deactivate application of the EOP Program.

FOR THE COUNTY:


Robert Abeloe
Program Management Analyst

FOR SEIU:


Danny Carrillo
SEIU Regional Director

County of Ventura Employee Telework Program

Information
Guidelines
Forms
Resources



COUNTY *of*
VENTURA

March 2022





Employee Telework Program

Table of Contents

General Terms and Conditions.....	1
Potential Benefits.....	3
Descriptions of Telework	4
General Telework Process	5
Employee Telework Agreement Form	6
Employee Telework Program Supervisor's Checklist	10
Employee Telework Location Safety Checklist	11
Employee Security User Agreement for Teleworking	13
Employee Telework Program Assignments and Deliverables	15
Employee Telework Daily Task Report.....	16
Termination of Employee Telework Agreement.....	17
Ergonomic Resources/Information	18
Sample Completed Forms	22
Teleworking FAQs	34



County of Ventura

Employee Telework Program

GENERAL TERMS AND CONDITIONS

The County of Ventura has recognized teleworking as a potential benefit for employees, the environment, and for business operations where work can be done remotely.

This document is intended as a general guide for a telework agreement between an employee and the employee's respective department or agency. Each agency and department will have the discretion to further tailor a teleworking program relative to the business needs of their respective agency/department. Employees are required to agree to all of the terms, conditions, agreements, and required forms set forth within this document as participants of the Employee Telework Program.

- ❖ Telework can be defined as a "flexible work arrangement allowing County employees to perform the normal duties and responsibilities of their positions at an approved worksite other than the location where the employee ordinarily works." This can be any approved remote location, such as the employee's home, a field work location, or an alternate facility.
- ❖ The County of Ventura Employee Telework Program allows the opportunity for employees to request to telework through their respective agencies and/or departments while still remaining active, productive members of the workforce and adhering to the same customer service standards as expected in serving the public and our community in a virtual or remote work environment. Upon agency/department approval, employees may telework on a hybrid schedule (the preferred telework schedule) such as several days of work at the County worksite and several days of work at the alternate telework site per week. Under limited and exceptional circumstances, employees may be granted a telework schedule of 100% work at a remote telework site.
- ❖ Participation in the Employee Telework Program is at the discretion of each agency/department and is subject to specific teleworking policies, rules, and procedures, as set forth in this document. Participation in the Employee Telework Program is a voluntary arrangement between department/agency management and the employee. Participation in the program is contingent on:
 - The operational needs of the agency/department.
 - The responsibilities/duties of the position lend themselves to telework and do not impact customer service or responsiveness standards.
 - Employee must be in good standing and must meet all performance expectations.
 - Participation is voluntary at the request of the employee who must agree and adhere to all provisions within the Employee Telework Program.

- Employees must be: a) responsive during “core” work hours; and b) able to report to a County work location within a reasonable amount of time per the agency/department’s stipulation when requested to do so.
- Employees must be available to report to a County work location within two (2) hours.
- Telework is not a substitute for family/childcare, pet care, or sick leave.
- ❖ Teleworking is neither an employee right nor entitlement but provides flexibility in work options. A telework agreement is a voluntary, joint decision between agency/department management and the participating employee and may be terminated by either agency/department management and/or the employee upon notice.
- ❖ The employee will work from a designated telework location(s). Telework locations must be approved in advance by agency/department management and must adhere to the conditions set forth in this document with regard to equipment, safety, and security of work-related items. Employee will not telework from any other location.
- ❖ The County’s workers’ compensation liability for injuries will extend to the telecommuting site. The County’s liability will also be confined to injuries taking place during the work hours agreed upon by the employee and the employee’s supervisor.

The County shall not be held liable for injuries to third parties and/or members of the employee’s family on the employee’s premises. The County is not liable for damage to the employee’s real property. Accordingly, as a condition of telecommuting, the employee indemnifies and holds the County harmless against any such losses or claims, arising from losses or injury to family or third parties in the employee’s home and/or home-workspace.

In no event shall customers be served “in-person” at the employee’s place of residence.

- ❖ Employees participating in the Employee Telework Program will be expected to furnish their own equipment in order to perform their duties in an approved remote work location.
- ❖ Terms and conditions of employment will remain the same while teleworking regardless of work site, and the teleworking employee must abide by all federal laws, state laws, County and Agency policies, practices, and contractual obligations including Confidentiality and Conflict of Interest. The employee’s salary, retirement, benefits, and insurance coverage remain the same.
- ❖ Employees will telework an approved schedule and hours of work. Employees may not reduce their workday/weekday schedule by avoiding breaks or lunch periods nor use rest periods to work late, end the workday early, or extend lunch/meal periods as set forth in the County of Ventura Administrative Manual. Employees who work outside of their stipulated “core” telework hours must consult and receive approval from their supervisor in advance.
- ❖ Employees shall keep the Agency/Department apprised of any new or revised accommodation requests when telecommuting as outlined under the Americans with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA).
- ❖ Any violation or noncompliance with these terms and conditions may result in termination of the telework agreement, preclusion from teleworking, and/or disciplinary action, up to and including dismissal.

POTENTIAL BENEFITS

Some benefits that may be experienced by employees and the County from teleworking are:

- **Supports the environment** by reducing the number of vehicles, the fuel they consume and their emissions on the road, thereby enhancing air quality. It can also be a benefit to those who commute long distances by reducing commuting stress for the employee and decreasing vehicle emissions.
- **May increase productivity** by potentially increasing focus on tasks and projects that require concentration.
- **Provides agency/departments with a tool to allow flexibility** in work options and schedules.
- **Provides an alternate work location in the event of a disaster.**



Telework

Telework can be defined as a “flexible work arrangement allowing County employees to perform the normal duties and responsibilities of their positions at an approved worksite (e.g., at home) other than the employee’s regular onsite work location.”

**Telework Arrangements May Result In Office Hoteling**

An alternative work arrangement where County employees can access and “plug into” an undedicated, non-permanent workspace, such as a spare office or cubicle at a site designated by their agency/department.

**Office Hoteling**

Employees may not have a separate designated office or cubicle space within the agency or department. Office hoteling is based on the agency/department’s discretion and implementation.

GENERAL TELEWORK PROCESS

- 1.) An employee requesting to telework will complete the following required forms and turn them in to the employee's supervisor/manager:
 - **Employee Telework Agreement Form**
 - **Employee Telework Safety Checklist**
 - **Employee Security User Agreement**
- 2.) Supervisor will review the required completed telework forms, approve or deny the request, and review/sign all forms where a supervisor's signature is warranted.
- 3.) Supervisor must inform employee of approval or denial and upload approved documents to the employee's personnel file.
- 4.) Supervisor will complete the **Employee Telework Program Supervisor's Checklist** and meet with the employee to discuss expectations for productivity, customer service standards, communication, and responsiveness while teleworking. In addition, the supervisor may complete and issue the **Employee Telework Program Assignments and Deliverables** form to the teleworker/employee to help in delineating goals and managing objectives/assignments.
- 5.) Teleworker/employee may be requested to provide an **Employee Telework Daily Task Report** for each day reported as teleworking (at management's discretion) or the employee may be requested to submit a detailed timesheet with clearly defined start/end times.
- 6.) Employee begins teleworking according to established schedule and location, adhering to all guidelines and regulations as specified in the **Employee Telework Agreement Form**.
- 7.) At any time, teleworker/employee or supervisor/management may terminate the Employee Telework Agreement with reasonable advance notice by completing the **Termination of Employee Telework Agreement** form. The completed form will be uploaded to the employee's personnel file.



Employee Telework Program Agreement

Employee Name	
Employee ID Number	
Employee Title	
Employee Email	
Employee Contact Phone #	
Agency/Department	
Name of Supervisor	
Supervisor Title	

Proposed Telework Schedule - Per Pay Period							
Week 1							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Check to indicate teleworking days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate scheduled hours, including lunch break while teleworking							
Week 2							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Check to indicate teleworking days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate scheduled hours, including lunch break while teleworking							

Telework Location and Contact Information				
Telework Location Address				
Home Residence	<input type="checkbox"/>	Alternate Office Location	<input type="checkbox"/>	
Telework Contact Phone #				



Employee Telework Program Agreement

Employee must read and initial each acknowledgment below.

	I acknowledge that my telework schedule may not be changed without prior written approval from my supervisor.
	I acknowledge that requests to work overtime, utilize sick leave, request time off, or request a leave of absence must be approved by my supervisor in the same manner as when working in a County facility.
	I acknowledge that my telework schedule is not a substitute for family/childcare, pet care, or sick leave.
	I acknowledge that if I am sick while teleworking, I am required to report the hours worked, and I must use sick leave or other accrued time to cover the hours not worked.
	I acknowledge that the County of Ventura assumes no risk or liability for injuries to any third parties or members of my family, guests, or others present at the telework location.
	I acknowledge that I am responsible for designating a workspace for the installation of equipment to be used while teleworking. I agree to maintain the space in a safe condition, free of hazards and other dangers to myself and to County equipment, and in a manner conducive to performing the telework assigned. Any injury and/or accident must be brought to the attention of my supervisor/manager immediately.
	I acknowledge that the County may make on-site visits (with minimum 24 hours' advance notice) to my telework location to determine if the workspace is safe, to ensure the location is free from hazards, and to maintain, inspect, repair, replace, and/or retrieve County-owned equipment, software, data, or supplies.

Telework Equipment & Supplies

	I acknowledge that equipment, if any, provided by the County of Ventura for the purpose of facilitating telework, may be used: a) only at the regular telework location noted above; b) only by me; and c) only for County business.		
	I acknowledge that I may need to use my own equipment if my department does not issue equipment.		
	I acknowledge that I am responsible for repair and maintenance of any personal equipment that I use.		
	I acknowledge that the County is not obligated to provide, pay for, or reimburse for other office equipment including a desk chair, telephone, footrest, keyboard, mouse, or other equipment related to performance of my duties from a teleworking location.		
	I acknowledge that if I am issued County equipment, I am responsible for ensuring that all County equipment is used properly, and that the County will provide repair for County equipment as needed.		
	I acknowledge that in the event of any delay in repair or replacement of County equipment, or other circumstances that would make it impossible for me to telework, my agency/department may assign other work, request that I be moved to another work location, or request that I return to my primary work location, until such time as the repair or replacement is complete.		
	I acknowledge receipt of the following County equipment to support my telework:		
	Description		Serial #/Mtag # (if applicable):
	Description		Serial #/Mtag # (if applicable):
	Description		Serial #/Mtag # (if applicable):
	Description		Serial #/Mtag # (if applicable):
	I acknowledge that I will be responsible for returning the above equipment in the event of termination of this agreement, transfer from one County agency/department to another, or separation from County employment. I may also be held responsible (including replacement) for any equipment that is lost, misplaced, or stolen.		
	I acknowledge that I will "check out" all supplies needed for the telework assignment by contacting the appropriate office staff.		

Employee Telework Program Agreement

Expenses Related to Telework

	<p>I acknowledge that the County will not pay for, nor reimburse, telework expenses, which include the following:</p> <ul style="list-style-type: none"> ▪ Maintenance or repairs of privately owned equipment ▪ Utility costs associated with the use of electronics, including telephone/cell phone bills, internet/WiFi costs, and electricity costs. ▪ Costs associated with the occupation of the home/offsite work location. ▪ Travel expenses associated with commuting to the County office. ▪ Out-of-pocket expenses for supplies that are regularly available at the County office (unless approved in advance and in writing).
--	--

Telework Provisions

	I acknowledge that the telework assignment is entirely voluntary and may be terminated by the teleworker/employee or the County at any time with reasonable advance notice.
	I acknowledge that the duties, obligations, responsibilities, and conditions of my employment with the County are unchanged due to telework. I also acknowledge that my salary, retirement, benefits, and County-sponsored insurance coverage are unchanged due to telework.
	I acknowledge that I must accurately report all telework hours worked, including a record of meal breaks and other personal breaks during the workday for non-exempt (hourly) classifications, and that work hours and overtime compensation must conform to County policies and procedures, Memorandum of Agreement (MOA), or Management Resolution provisions as applicable, Fair Labor Standards Act (FLSA) and to the terms otherwise agreed upon by me and my supervisor/manager.
	I acknowledge that I may be required to furnish reports documenting tasks completed (amount of time spent completing tasks) for each day that I telework as requested. I may also be required to complete and certify timesheets for days I telework that specify workday start time, breaks/lunch period start/end times, and workday end time.
	I acknowledge that I will be available by phone and/or email when needed during the core hours stated on this form and will respond within a reasonable amount of time just as I would be expected to respond in a timely manner when working onsite at a County facility.
	I acknowledge that I may be required to attend in-person meetings or other work-related engagements due to business needs even if they are scheduled on a designated telework day.
	I acknowledge that all work items will be kept secure and confidential when working in any remote, offsite work location. I will shred/destroy all work-related documents so as to maintain the security, confidentiality, and integrity of my work for the County. I understand that if I do not have the ability to shred/destroy documents at home, it is my responsibility to do so at my normal County worksite within a timely manner.
	I acknowledge that I will not engage in employment activities other than County assignments during teleworking hours nor will I work at a designated location other than the primary teleworking location as stated under the <i>Telework Location and Contact Information</i> section of this document.
	I acknowledge that I will not hold in-person work-related meetings in a telework location in my home; in-person meetings may be conducted at an approved County worksite or virtually, by phone conference, or by other electronic means.
	I acknowledge that individual tax implications related to telework are my responsibility, and I understand that any questions in this regard should be posed to a tax expert, at my expense.



Employee Telework Program Agreement

Final Acknowledgments

	I acknowledge that I am solely responsible for providing any necessary child, dependent, or pet care in a manner that allows job responsibilities to be successfully met. Just as within an in-office environment, teleworking is not a means to achieve dependent care.
	I acknowledge that if there is a change or revision to this teleworking agreement, I will be required to submit an updated and signed Employee Telework Program Agreement form. I also understand and acknowledge that I may be periodically requested to resubmit a signed/updated Employee Telework Program Agreement in order to keep an up-to-date record on file as designated within the agency/department.
	I acknowledge that I remain obligated to comply with all County rules, policies, procedures, practices, and instructions (County, Technology, and Departmental Policies). Violation of County policies may result in preclusion from telework and/or disciplinary action, up to and including termination of employment.

Employee Printed Name	
Employee Signature	
Date Signed	
Requested Effective Date of Employee Telework Program Agreement	

APPROVAL/DENIAL OF EMPLOYEE TELEWORK PROGRAM AGREEMENT

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Denied
Supervisor/Manager Printed Name			
Supervisor/Manager Signature			
Date Signed			
Effective Date of Employee Telework Program Agreement			
Agency/Department Head Approval (if applicable)			



Employee Telework Program Supervisor's Checklist

Employee Name	
Employee ID Number	
Agency/Department/Division	
Supervisor/Manager Name	

Item Description	Date Completed	Supervisor Initials
Employee has been provided with a schedule and/or guidelines for telework hours.		
Equipment (if any) issued by the County is documented and requirements for care are acknowledged.		
Performance expectations have been discussed and are clearly understood. Assignments and due dates are documented.		
Requirements for adequate and safe office space at home have been reviewed with the employee, and employee certifies that those requirements have been met.		
Employee has been provided ergonomic resources/handouts to use for primary teleworking location.		
The employee is familiar with the County requirements and expectations for computer information security.		
Employee will work with Agency/Department IT to establish network connections (VPN), receive information on two-factor authentication, and to resolve any telecommuting IT issues.		
Phone contact procedures have been clearly defined.		
The Employee Telework Program Agreement and all required forms for teleworking are finalized and on file as designated within the agency/department.		

This checklist is included as a model and should be tailored to the agency/department's needs. The checklist should be utilized by the supervisor/manager to ensure teleworking employees are properly oriented as to the County's Telework Program prior to commencing teleworking.



Telework Location Safety Checklist

Employee Name	
Employee ID Number	
Employee Email	
Supervisor Name	
Telework Location (Physical Address)	

Please read and select the appropriate checkbox for each of the statements below.
Note: Employees who select “No” to any of the individual responses below may be denied approval to telework and referred to their agency/department management to address the issue(s) in consultation with the safety coordinator/officer.

#	General	Yes	No
1	Is the workspace free from noise and distractions, and devoted to your work needs?	<input type="checkbox"/>	<input type="checkbox"/>
2	Are background noise levels low enough to carry on a telephone conversation without interruption?	<input type="checkbox"/>	<input type="checkbox"/>
3	Are file cabinets sturdy and not blocking walkways when open?	<input type="checkbox"/>	<input type="checkbox"/>
4	Is all electrical equipment free of recognized hazards that would cause physical harm (e.g., frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)?	<input type="checkbox"/>	<input type="checkbox"/>
5	Is there sufficient lighting and room to accommodate the needed equipment to conduct work in your workspace?	<input type="checkbox"/>	<input type="checkbox"/>
6	Does the work area have doors that close, screens or barriers for security and privacy purposes?	<input type="checkbox"/>	<input type="checkbox"/>
7	Are you able to secure documents and confidential material?	<input type="checkbox"/>	<input type="checkbox"/>
8	Are you able to destroy or shred printed documents and materials that are work related?	<input type="checkbox"/>	<input type="checkbox"/>
	Computer Workstation	Yes	No
9	Is your chair sturdy and in working condition?	<input type="checkbox"/>	<input type="checkbox"/>
10	Is your chair adjustable?	<input type="checkbox"/>	<input type="checkbox"/>
11	Is your back adequately supported by a backrest?	<input type="checkbox"/>	<input type="checkbox"/>
12	When sitting on your chair, do your feet rest on the floor or are they adequately supported by a footrest?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do you have enough leg room at your desk?	<input type="checkbox"/>	<input type="checkbox"/>
14	Is there sufficient light for reading?	<input type="checkbox"/>	<input type="checkbox"/>
15	Is the computer screen free from glare?	<input type="checkbox"/>	<input type="checkbox"/>
16	Is the top of the screen at eye level?	<input type="checkbox"/>	<input type="checkbox"/>
17	Is there space to rest the arms while not keying?	<input type="checkbox"/>	<input type="checkbox"/>



Telework Location Safety Checklist

	Other Safety/Security Measures	Yes	No
18	Are the files and data kept securely and confidentially?	<input type="checkbox"/>	<input type="checkbox"/>
19	Are materials and equipment in a secure place, protected from damage and misuse?	<input type="checkbox"/>	<input type="checkbox"/>
20	Do you have an inventory of all equipment in your home/telework office, including serial numbers?	<input type="checkbox"/>	<input type="checkbox"/>
21	Do you use up-to-date anti-virus software, install critical operating system patches (e.g., Windows Updates), and run regular scans if utilizing a personal device (i.e., personal desktop or laptop computer) for teleworking?	<input type="checkbox"/>	<input type="checkbox"/>

Employee Signature

Date

☐ Telework Location Safety Approved

☐ Telework Location Safety Needs Review

Supervisor Signature

Date

WORKERS' COMPENSATION AND LIABILITY

Each Regular County employee is covered under the County of Ventura's Workers' Compensation provisions in the event of illness, injury or accident while performing duties of the job and during the employee's core work hours. Employees who are approved and participate in a teleworking agreement working in a designated, approved teleworking location as disclosed in the Employee Teleworking Agreement will also be covered under the County of Ventura's Workers' Compensation insurance requirements and liability. Employees and supervisors acknowledge that all safety provisions will be followed in the designated offsite work location and if the employee fails to ensure the designated work location is consistent with safety work practices addressed in the checklist above or the employee falsifies the information by selecting "Yes" instead of "No," the County shall be held harmless in such instances and the responsibility will fall to the employee.

I understand and acknowledge the above statement.

Employee Signature

Date

Supervisor Signature

Date



Employee Security User Agreement for Teleworking

Employee Name	
Employee ID Number	
Employee Title	
Agency/Department/Division	
Supervisor Name	

Read the below statements for each section and complete the form by signing on the last page of the document. Supervisors must also read and sign this document.

Use of and Responsibility for Remote Work Equipment and Resources

- County-issued equipment and resources are to be used only for County business purposes, with minimal personal use as described in County policy, and only by the agency/department's remote workers. It is the remote worker's responsibility to ensure that all items are properly used and are not shared by family members or others.
- If employee-owned computers, phones, and smart devices are used, the remote worker must follow all County, agency/departmental policies for employee-owned devices.
- The remote worker must take reasonable precautions to protect confidential County data from unauthorized viewing by any persons residing at or visiting the employee's worksite.
- County data must not be stored on personal devices or on County-issued devices. Depending on your agency/department's policies, appropriate locations for storing County data may include folders in your mapped drives on the County network, OneDrive, and encrypted storage devices including external hard drives.
- County data should only be accessed by the remote worker from an authorized device. This may include a County-issued encrypted laptop or authorized personal device. This can be accomplished using a Remote Desktop Connection through the County's VPN (Virtual Private Network) to the employee's workstation at their agency/department with DUO two-factor authentication (or another County-authorized two-factor authentication solution), a Remote Desktop Connection to a virtual desktop, or a Citrix/Remote Access Gateway-type solution. County employees should utilize VPN by default for added security (unless it is unreasonable to do so).
- Lost/stolen devices should be reported immediately to a supervisor or manager.
- The remote worker must take reasonable precautions to protect agency/department's equipment and resources from loss, theft, or damage, applying the same standards of care in the home office or alternative workspace as when regularly working at a County office.

Security and Confidentiality

Remote workers must ensure the same level of security for all County network and data access, physical documents, and any health, customer information, or otherwise private and sensitive information that might be displayed on a home office computer screen.

- Use #secure# in the subject line when sending confidential emails.
- In addition to the standard County of Ventura remote-access requirements described in this document, remote workers must adhere to the County's technology policies and the individual agency/department's security and remote-access policies.

Personal Computer/Device Protection

If an employee is utilizing their personal computer/device for telework, additional precautions should be taken to increase the level of protection from malicious activity.

- Ensure the automatic update feature for the specific operating system is turned on.
- Enable *automatic updates* for other application software, such as browsers and Office products (i.e., Office 365).
- If utilizing a home computer for telework, it must be password protected. A separate password protected Windows user account can be added to the home computer for teleworking to further mitigate security risks.
- If utilizing a home computer for telework, validate you are running anti-virus and anti-malware protection. Update your virus definitions directly from the manufacturers' site. Norton anti-virus and MalwareBytes anti-malware are commonly used home PC security solutions.
- Ensure that Windows 10 includes native (free) anti-virus, anti-malware, and ransomware protection found in the Windows Update and Security settings is activated if the computer does not already have a third-party solution such as Norton, McAfee, or Sophos.

I acknowledge that I have read, understand, and agree to, all of the provisions described above. By signing my name below, I am fully aware that I am responsible for adhering to these provisions and any deviation will be my sole responsibility, the consequences for which may include revocation of the telework agreement or possibly discipline, up to and including termination.

Date: _____

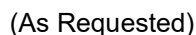
Date: _____

Print Employee Name

Print Supervisor/Manager Name

Employee Signature

Supervisor/Manager Signature





Employee Telework Daily Task Report

Employee Name		
Employee ID Number		
Employee Title		
Supervisor Name		
Agency/Department/Division		
Telework Date		
Core Telework Hours	From	To

Description of Task/Work Item		Amount of Time to Complete (Hours)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Total Amount of Hours:		

Employee Signature

Date



Termination of Employee Telework Program Agreement

Employee Name	
Employee ID Number	
Employee Title	
Agency/Department/Division	
Supervisor Name	
Supervisor Title	

Reason for Terminating Participation in Employee Telework Program:

Effective Date of Employee Telework Program Termination

Print Employee Name

Employee Signature

Print Supervisor/Manager Name

Signature Supervisor/Manager

The completed and signed original must be filed with the employee's departmental Human Resources. Employee must be provided a signed, completed copy for their records.









Ergonomics For Telecommuters

Ergonomics | Environmental & Occupational Health | FP&M | UW-Madison





How To Set Up Your Workstation


To improve comfort, safety, and productivity anywhere

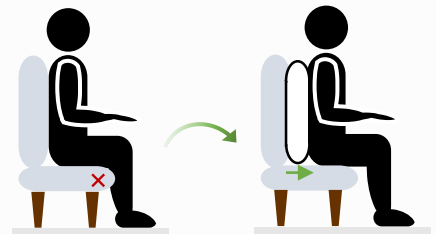
-  Raise the top of your monitor to eye level or below
-  Screen distance should be an arm's length away (18-30")
-  Keep elbows at your sides and rest gently on armrests
-  Maintain neutral wrists and forearms parallel to ground
-  Rest feet flat on the floor with knees at or below hip level
-  Leave 1" to 2" space between calves and the seat's edge




Using A Laptop?

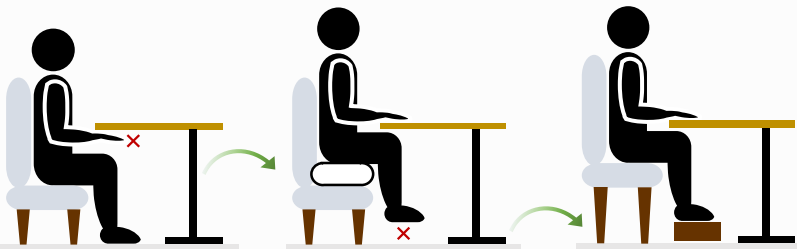
-  Raise your laptop to eye level
Try a stand, box, or step stool
-  And use a separate keyboard and mouse

-  Or use a monitor and type on your laptop
If you have a keyboard, mouse, and monitor, raise your laptop off to the side for dual monitors






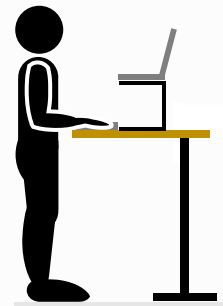
Sinking In Your Deep Couch?

-  Use a pillow to shorten the seat
A pillow or towel roll can also be used for lumbar support






Work Surface Too High?

-  Use a taller chair or raise your seat with a cushion
-  Use a footrest or box to support your legs from dangling
-  Type on a lower surface like a keyboard tray, lap desk, or side table



Prefer To Stand?

-  Find a counter or tall surface
-  Wear comfortable shoes
-  Try standing on a kitchen mat

3🕒 Take A (micro) Break

Every 30 minutes
For at least 10 Seconds



Get Moving

Try Microbreak Exercises

When you exercise and move around, you activate your muscles and help improve circulation, energy, and mood. This can help you feel refreshed when you resume your work. Giving your body a break from prolonged and/or repetitive activities can help reduce your risk of injuries.



Change Positions

The Next Position is the Best Position

No matter how good your posture is, if you have not moved in an hour, you are still loading the same structures in your body in the same direction for an hour.

Switch It Up

Take active breaks by changing how you perform a task to reduce risk of repetitive motion injuries. *If able, try standing, varying your sitting positions, standing with one leg forward, switching hands, changing locations or alternating tasks.*



Check Your Posture

Check In With Yourself

Bring your equipment to you instead of conforming your body to your equipment. Try setting a timer every 30 minutes to identify and correct any awkward postures. *Have you been hunched over your laptop? Leaning on your elbow? Crossing your legs? Rotating your neck to the right? Holding your fingers up when mousing?*



Be Well

Stay Hydrated

Remember to keep drinking plenty of fluids. Take opportunities for water breaks.

Take Care of Yourself

You can work more effectively and comfortable when take care of all aspects of your health and wellness.

Reduce Eye Strain and Fatigue



Protect Your Eyes

20

Every 20 minutes
of screen time

20

Look away for
≥ 20 seconds

20

At something
≥ 20 feet away



Hydrate Your Eyes
Remember to blink



Minimize glare

Avoid facing or having your back to a window

Questions?

Ergonomics | Environmental & Occupational Health | FP&M | UW-Madison

For general ergonomics information, please visit uhs.wisc.edu/eoh/ergonomics/

If you have any questions or are experiencing discomfort related to your remote workstation, or are interested in a virtual ergonomics consult, please contact: ergonomics@uhs.wisc.edu

Ergonomics for the Home Office

Ergonomics is about improving your comfort, health, and productivity with thoughtful workplace design. There are some small changes you can make if you find yourself working from home unexpectedly to transform your space into a temporary office.

The Basics



Monitor

- Set the top of your monitor at, or slightly below, **eye level**
- Keep your **neck straight**, instead of craning or twisting
- Position your monitor about an arm's reach away
- 20-20-20 Rule: Look 20 feet away every 20 minutes for 20 seconds



Keyboard & Mouse

- Make sure your arms are **close to your body**, with elbows near your sides
- Use an external **keyboard and mouse**, and place them close to your body
- Keep your wrists straight by floating your hands above your keyboard when typing



Chair

- Choose a chair with **back support** and sit so your back is fully supported, reclining slightly if possible
- Don't sit on a stool, couch, or exercise ball



Work Surface

- Use a **hard flat surface** such as a table or desk
- Remove clutter and any drawers directly in front of your seat
- If your shoulders aren't relaxed while working, try raising your seat or lowering your workstation
- Keep your knees at 90 degrees, with **feet flat** on the floor





Quick Fixes



Place an additional chair cushion on the seat for extra comfort or height



Use a box as a footrest to support your feet and legs



Use speakerphone or headphones with a microphone to take calls instead of holding the phone



Raise your monitor with an adjustable stand, laptop stand, or stack of books



If your monitor is too small, increase the zoom settings



If you only have a laptop, tilt the screen backwards to create more distance and use keyboard shortcuts to reduce trackpad use



Stand up and move more often if your home setup isn't ideal

More Tips



Movement

- **Sit** for no more than 2 hours at a time
- **Stand** for breaks, phone calls, or other non-computer tasks for up to 30 minutes at a time
- **Move** often by changing positions and walking when possible



Productivity

- **Routine** is still important, including getting dressed for work
- **Breaks** should be taken regularly, including a scheduled lunch
- **Engage** with coworkers through group messaging or video chats periodically



Environment

- **Noise** can be managed with noise-canceling headphones, or by listening to unfamiliar sounds or music in the background
- **Lighting** should be bright overhead, and position your screen away from other light sources to limit glare
- **Air quality** is improved by increasing ventilation with a fan or by keeping doors open





SAMPLE Employee Telework Program Agreement

Employee Name	Alex Hamilton
Employee ID Number	101101
Employee Title	Office Assistant III
Employee Email	Alex.Hamilton@ventura.org
Employee Contact Phone #	(805) 654-1234
Agency/Department	County Executive Office - Human Resources
Name of Supervisor	Kaye Ellemenno
Supervisor Title	Clerical Supervisor

Proposed Telework Schedule - Per Pay Period							
Week 1							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Check to indicate teleworking days	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate scheduled hours, including lunch break while teleworking			8am-5pm; lunch 12-1pm		8am-5pm; lunch 12-1pm		
Week 2							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Check to indicate teleworking days	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate scheduled hours, including lunch break while teleworking			8am-5pm; lunch 12-1pm		8am-5pm; lunch 12-1pm		

Telework Location and Contact Information			
Telework Location Address	1234 Anystreet Lane, Ventura, CA 93003		
Home Residence	<input checked="" type="checkbox"/>	Alternate Office Location	<input type="checkbox"/>
Telework Contact Phone #	(555) 765-4321		

Employee must read and initial each acknowledgment below.

ah	I acknowledge that my telework schedule may not be changed without prior written approval from my supervisor.
ah	I acknowledge that requests to work overtime, utilize sick leave, request time off, or request a leave of absence must be approved by my supervisor in the same manner as when working in a County facility.
ah	I acknowledge that my telework schedule is not a substitute for family/childcare, pet care, or sick leave.
ah	I acknowledge that if I am sick while teleworking, I am required to report the hours worked, and I must use sick leave or other accrued time to cover the hours not worked.
ah	I acknowledge that the County of Ventura assumes no risk or liability for injuries to any third parties or members of my family, guests, or others present at the telework location.
ah	I acknowledge that I am responsible for designating a workspace for the installation of equipment to be used while teleworking. I agree to maintain the space in a safe condition, free of hazards and other dangers to myself and to County equipment, and in a manner conducive to performing the telework assigned. Any injury and/or accident must be brought to the attention of my supervisor/manager immediately.
ah	I acknowledge that the County may make on-site visits (with minimum 24 hours' advance notice) to my telework location to determine if the workspace is safe, to ensure the location is free from hazards, and to maintain, inspect, repair, replace, and/or retrieve County-owned equipment, software, data, or supplies.

Telework Equipment & Supplies

ah	I acknowledge that equipment, if any, provided by the County of Ventura for the purpose of facilitating telework, may be used: a) only at the regular telework location noted above; b) only by me; and c) only for County business.			
ah	I acknowledge that I may need to use my own equipment if my department does not issue equipment.			
ah	I acknowledge that I am responsible for repair and maintenance of any personal equipment that I use.			
ah	I acknowledge that the County is not obligated to provide, pay for, or reimburse for other office equipment including a desk chair, telephone, footrest, keyboard, mouse, or other equipment related to performance of my duties from a teleworking location.			
ah	I acknowledge that if I am issued County equipment, I am responsible for ensuring that all County equipment is used properly, and that the County will provide repair for County equipment as needed.			
ah	I acknowledge that in the event of any delay in repair or replacement of County equipment, or other circumstances that would make it impossible for me to telework, my agency/department may assign other work, request that I be moved to another work location, or request that I return to my primary work location, until such time as the repair or replacement is complete.			
ah	I acknowledge receipt of the following County equipment to support my telework:			
	Description	County laptop - Dell	Serial #/Mtag # (if applicable):	M#123456
	Description		Serial #/Mtag # (if applicable):	
	Description		Serial #/Mtag # (if applicable):	
ah	Description		Serial #/Mtag # (if applicable):	
	Description		Serial #/Mtag # (if applicable):	
ah	I acknowledge that I will be responsible for returning the above equipment in the event of termination of this agreement, transfer from one County agency/department to another, or separation from County employment. I may also be held responsible (including replacement) for any equipment that is lost, misplaced, or stolen.			
ah	I acknowledge that I will "check out" all supplies needed for the telework assignment by contacting the appropriate office staff.			

Expenses Related to Telework

ah	<p>I acknowledge that the County will not pay for, nor reimburse, telework expenses, which include the following:</p> <ul style="list-style-type: none"> ▪ Maintenance or repairs of privately owned equipment ▪ Utility costs associated with the use of electronics, including telephone/cell phone bills, internet/WiFi costs, and electricity costs. ▪ Costs associated with the occupation of the home/offsite work location. ▪ Travel expenses associated with commuting to the County office. ▪ Out-of-pocket expenses for supplies that are regularly available at the County office (unless approved in advance and in writing).
----	--

Telework Provisions

ah	I acknowledge that the telework assignment is entirely voluntary and may be terminated by the teleworker/employee or the County at any time with reasonable advance notice.
ah	I acknowledge that the duties, obligations, responsibilities, and conditions of my employment with the County are unchanged due to telework. I also acknowledge that my salary, retirement, benefits, and County-sponsored insurance coverage are unchanged due to telework.
ah	I acknowledge that I must accurately report all telework hours worked, including a record of meal breaks and other personal breaks during the workday for non-exempt (hourly) classifications, and that work hours and overtime compensation must conform to County policies and procedures, Memorandum of Agreement (MOA), or Management Resolution provisions as applicable, Fair Labor Standards Act (FLSA) and to the terms otherwise agreed upon by me and my supervisor/manager.
ah	I acknowledge that I may be required to furnish reports documenting tasks completed (amount of time spent completing tasks) for each day that I telework as requested. I may also be required to complete and certify timesheets for days I telework that specify workday start time, breaks/lunch period start/end times, and workday end time.
ah	I acknowledge that I will be available by phone and/or email when needed during the core hours stated on this form and will respond within a reasonable amount of time just as I would be expected to respond in a timely manner when working onsite at a County facility.
ah	I acknowledge that I may be required to attend in-person meetings or other work-related engagements due to business needs even if they are scheduled on a designated telework day.
ah	I acknowledge that all work items will be kept secure and confidential when working in any remote, offsite work location. I will shred/destroy all work-related documents so as to maintain the security, confidentiality, and integrity of my work for the County. I understand that if I do not have the ability to shred/destroy documents at home, it is my responsibility to do so at my normal County worksite within a timely manner.
ah	I acknowledge that I will not engage in employment activities other than County assignments during teleworking hours nor will I work at a designated location other than the primary teleworking location as stated under the <i>Telework Location and Contact Information</i> section of this document.
ah	I acknowledge that I will not hold in-person work-related meetings in a telework location in my home; in-person meetings may be conducted at an approved County worksite or virtually, by phone conference, or by other electronic means.
ah	I acknowledge that individual tax implications related to telework are my responsibility, and I understand that any questions in this regard should be posed to a tax expert, at my expense.



Employee Telework Program Agreement

Final Acknowledgments

ah	I acknowledge that I am solely responsible for providing any necessary child, dependent, or pet care in a manner that allows job responsibilities to be successfully met. Just as within an in-office environment, teleworking is not a means to achieve dependent care.
ah	I acknowledge that if there is a change or revision to this teleworking agreement, I will be required to submit an updated and signed Employee Telework Program Agreement form. I also understand and acknowledge that I may be periodically requested to resubmit a signed/updated Employee Telework Program Agreement in order to keep an up-to-date record on file as designated within the agency/department.
ah	I acknowledge that I remain obligated to comply with all County rules, policies, procedures, practices, and instructions (County, Technology, and Departmental Policies). Violation of County policies may result in preclusion from telework and/or disciplinary action, up to and including termination of employment.

Employee Printed Name	Alex Hamilton
Employee Signature	Alex Hamilton
Date Signed	02/16/2022
Requested Effective Date of Employee Telework Program Agreement	02/23/2022

APPROVAL/DENIAL OF EMPLOYEE TELEWORK PROGRAM AGREEMENT

<input checked="" type="checkbox"/>	Approved	<input type="checkbox"/>	Denied
Supervisor/Manager Printed Name	Kaye Ellemenno		
Supervisor/Manager Signature	Kaye Ellemenno		
Date Signed	02/17/2022		
Effective Date of Employee Telework Program Agreement	02/23/2022		
Agency/Department Head Approval (if applicable)	Pat Rabicon		



Employee Telework Program Supervisor's Checklist

SAMPLE

Employee Name	Alex Hamilton
Employee ID Number	101101
Agency/Department/Division	County Executive Office- Human Resources
Supervisor/Manager Name	Kaye Ellemenno

Item Description	Date Completed	Supervisor Initials
Employee has been provided with a schedule and/or guidelines for telework hours.	6/10/21	KE
Equipment (if any) issued by the County is documented and requirements for care are acknowledged.	6/10/21	KE
Performance expectations have been discussed and are clearly understood. Assignments and due dates are documented.	6/10/21	KE
Requirements for adequate and safe office space at home have been reviewed with the employee, and employee certifies that those requirements have been met.	6/10/21	KE
Employee has been provided ergonomic resources/handouts to use for primary teleworking location.	6/10/21	KE
The employee is familiar with the County requirements and expectations for computer information security.	6/10/21	KE
Employee will work with Agency/Department IT to establish network connections (VPN), receive information on two-factor authentication, and to resolve any telecommuting IT issues.	6/10/21	KE
Phone contact procedures have been clearly defined.	6/10/21	KE
The Employee Telework Program Agreement and all required forms for teleworking are finalized and on file as designated within the agency/department.	6/10/21	KE

This checklist is included as a model and should be tailored to the agency/department's needs. The checklist should be utilized by the supervisor/manager to ensure teleworking employees are properly oriented as to the County's Telework Program prior to commencing teleworking.



Telework Location Safety Checklist

SAMPLE

Employee Name	Alex Hamilton
Employee ID Number	101101
Employee Email	Alex.Hamilton@ventura.org
Supervisor Name	Kaye Ellemenno
Telework Location (Physical Address)	1234 Anystreet Lane, Ventura 93003

Please read and select the appropriate checkbox for each of the statements below.
Note: Employees who select "No" to any of the individual responses below may be denied approval to telework and referred to their agency/department management to address the issue(s) in consultation with the safety coordinator/officer.

#	General	Yes	No
1	Is the workspace free from noise and distractions, and devoted to your work needs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Are background noise levels low enough to carry on a telephone conversation without interruption?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Are file cabinets sturdy and not blocking walkways when open?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Is all electrical equipment free of recognized hazards that would cause physical harm (e.g., frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Is there sufficient lighting and room to accommodate the needed equipment to conduct work in your workspace?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Does the work area have doors that close, screens or barriers for security and privacy purposes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Are you able to secure documents and confidential material?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Are you able to destroy or shred printed documents and materials that are work related?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Computer Workstation	Yes	No
9	Is your chair sturdy and in working condition?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Is your chair adjustable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Is your back adequately supported by a backrest?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	When sitting on your chair, do your feet rest on the floor or are they adequately supported by a footrest?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	Do you have enough leg room at your desk?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	Is there sufficient light for reading?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Is the computer screen free from glare?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	Is the top of the screen at eye level?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17	Is there space to rest the arms while not keying?	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Telework Location Safety Checklist

SAMPLE

	Other Safety/Security Measures	Yes	No
18	Are the files and data kept securely and confidentially?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19	Are materials and equipment in a secure place, protected from damage and misuse?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20	Do you have an inventory of all equipment in your home/telework office, including serial numbers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21	Do you use up-to-date anti-virus software, install critical operating system patches (e.g., Windows Updates), and run regular scans if utilizing a personal device (i.e., personal desktop or laptop computer) for teleworking?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Alex Hamilton

Employee Signature

6/9/21

Date

☒ Telework Location Safety Approved

☐ Telework Location Safety Needs Review

Kaye Ellemenno

Supervisor Signature

6/9/21

Date

WORKERS' COMPENSATION AND LIABILITY

Each Regular County employee is covered under the County of Ventura's Workers' Compensation provisions in the event of illness, injury or accident while performing duties of the job and during the employee's core work hours. Employees who are approved and participate in a teleworking agreement working in a designated, approved teleworking location as disclosed in the Employee Teleworking Agreement will also be covered under the County of Ventura's Workers' Compensation insurance requirements and liability. Employees and supervisors acknowledge that all safety provisions will be followed in the designated offsite work location and if the employee fails to ensure the designated work location is consistent with safety work practices addressed in the checklist above or the employee falsifies the information by selecting "Yes" instead of "No," the County shall be held harmless in such instances and the responsibility will fall to the employee.

I understand and acknowledge the above statement.

Alex Hamilton

Employee Signature

6/9/21

Date

Kaye Ellemenno

Supervisor Signature

6/9/21

Date



Employee Security User Agreement for Teleworking

SAMPLE

Employee Name	Alex Hamilton
Employee ID Number	101101
Employee Title	Office Assistant III
Agency/Department/Division	County Executive Office - Human Resources
Supervisor Name	Kaye Ellemenno

Read the below statements for each section and complete the form by signing on the last page of the document. Supervisors must also read and sign this document.

Use of and Responsibility for Remote Work Equipment and Resources

- County-issued equipment and resources are to be used only for County business purposes, with minimal personal use as described in County policy, and only by the agency/department's remote workers. It is the remote worker's responsibility to ensure that all items are properly used and are not shared by family members or others.
- If employee-owned computers, phones, and smart devices are used, the remote worker must follow all County, agency/departmental policies for employee-owned devices.
- The remote worker must take reasonable precautions to protect confidential County data from unauthorized viewing by any persons residing at or visiting the employee's worksite.
- County data must not be stored on personal devices or on County-issued devices. Depending on your agency/department's policies, appropriate locations for storing County data may include folders in your mapped drives on the County network, OneDrive, and encrypted storage devices including external hard drives.
- County data should only be accessed by the remote worker from an authorized device. This may include a County-issued encrypted laptop or authorized personal device. This can be accomplished using a Remote Desktop Connection through the County's VPN (Virtual Private Network) to the employee's workstation at their agency/department with DUO two-factor authentication (or another County-authorized two-factor authentication solution), a Remote Desktop Connection to a virtual desktop, or a Citrix/Remote Access Gateway-type solution. County employees should utilize VPN by default for added security (unless it is unreasonable to do so).
- Lost/stolen devices should be reported immediately to a supervisor or manager.
- The remote worker must take reasonable precautions to protect agency/department's equipment and resources from loss, theft, or damage, applying the same standards of care in the home office or alternative workspace as when regularly working at a County office.

Security and Confidentiality

Remote workers must ensure the same level of security for all County network and data access, physical documents, and any health, customer information, or otherwise private and sensitive information that might be displayed on a home office computer screen.

- Use #secure# in the subject line when sending confidential emails.
- In addition to the standard County of Ventura remote-access requirements described in this document, remote workers must adhere to the County's technology policies and the individual agency/department's security and remote-access policies.

Personal Computer/Device Protection

If an employee is utilizing their personal computer/device for telework, additional precautions should be taken to increase the level of protection from malicious activity.

- Ensure the automatic update feature for the specific operating system is turned on.
- Enable *automatic updates* for other application software, such as browsers and Office products (i.e., Office 365).
- If utilizing a home computer for telework, it must be password protected. A separate password protected Windows user account can be added to the home computer for teleworking to further mitigate security risks.
- If utilizing a home computer for telework, validate you are running anti-virus and anti-malware protection. Update your virus definitions directly from the manufacturers' site. Norton anti-virus and MalwareBytes anti-malware are commonly used home PC security solutions.
- Ensure that Windows 10 includes native (free) anti-virus, anti-malware, and ransomware protection found in the Windows Update and Security settings is activated if the computer does not already have a third-party solution such as Norton, McAfee, or Sophos.

I acknowledge that I have read, understand, and agree to, all of the provisions described above. By signing my name below, I am fully aware that I am responsible for adhering to these provisions and any deviation will be my sole responsibility, the consequences for which may include revocation of the telework agreement or possibly discipline, up to and including termination.

Date: 6/9/21

Alex Hamilton

Print Employee Name

Alex Hamilton

Employee Signature

Date: 6/9/21

Kaye Ellemenno

Print Supervisor/Manager Name

Kaye Ellemenno

Supervisor/Manager Signature



Employee Telework Program Assignments and Deliverables

(As Requested)

SAMPLE

Employee Name	Alex Hamilton	
Employee ID	101101	
Date Tasks Assigned	6/15/21	
Agency/Department	County Executive Office - Human Resources	
Core Telework Hours	From 8:00AM	To 5:00PM

1.	Task	Proofread desk procedures	Estimated Hours <u>3</u>
	Deliverable/Due Date	6/15/21	
	Accomplishment	Edited and proofread document	Actual Hours <u>3.5</u>
2.	Task	Log applications and input in system	Estimated Hours <u>1.5</u>
	Deliverable/Due Date	6/15/21	
	Accomplishment	31 applications logged and input into system	Actual Hours <u>1.5</u>
3.	Task	Input Clerical Supervisor written exam	Estimated Hours <u>2.5</u>
	Deliverable/Due Date	6/15/21	
	Accomplishment	Entered written exam into online system	Actual Hours <u>2</u>
4.	Task	Respond to emails/phone calls	Estimated hours <u>1</u>
	Deliverable/Due Date	6/15/21	
	Accomplishment	Returned phone calls/emails same business day	Actual Hours <u>1</u>
Total Estimated Hours: 8		Total Actual Hours: 8	

Alex Hamilton

6/15/21

Employee Signature

Date

Kaye Ellemenno

6/15/21

Supervisor/Manager Signature

Date



Employee Telework Daily Task Report

SAMPLE

Employee Name	Alex Hamilton	
Employee ID Number	101101	
Employee Title	Office Assistant III	
Supervisor Name	Kaye Ellemenno	
Agency/Department/Division	County Executive Office - Human Resources	
Telework Date	6/15/21	
Core Telework Hours	From 8:00am	To 5:00PM

Description of Task/Work Item		Amount of Time to Complete (Hours)
1.	Proofread desk procedures and provided edits/revisions.	3.5
2.	Logged 31 applications in HR employment system.	1.50
3.	Input/entered Clerical Supervisor written exam into online testing system.	2.00
4.	Responded to phone calls/email.	1.00
5.		
6.		
7.		
8.		
9.		
10.		
Total Amount of Hours:		8.00

Alex Hamilton

Employee Signature

6/15/21

Date



Termination of Employee Telework Program Agreement

SAMPLE

Employee Name	Alex Hamilton
Employee ID Number	101101
Employee Title	Office Assistant III
Agency/Department/Division	County Executive Office - Human Resources
Supervisor Name	Kaye Ellemenno
Supervisor Title	Clerical Supervisor

Reason for Terminating Participation in Employee Telework Program:
Voluntary termination.

6/29/2021

Effective Date of Employee Telework Program Termination

Alex Hamilton

Print Employee Name

Alex Hamilton

Employee Signature

Kaye Ellemenno

Print Supervisor/Manager Name

Kaye Ellemenno

Signature Supervisor/Manager

The completed and signed original must be filed with the employee's departmental Human Resources. Employee must be provided a signed, completed copy for their records.

Teleworking FAQs

1. Who determines that employees may telework?

- a. Similar to flexible work schedules, participation in a teleworking program is at the discretion of the department/agency director, department head or designee.
- b. Participation in a telework arrangement is a voluntary arrangement between the employee and the agency/department.

2. What employees are eligible to telework?

- a. The following criteria are required for a telework agreement:
 - i. The agency/department head or designee determines the job is suitable for teleworking and presents an outcome beneficial for both the agency and the employee.
 - ii. The customer service provided by the employee must remain at the level expected of County employees.
 - iii. The employee must volunteer for the program and agree to all provisions within the operating guidelines.
 - iv. The employee is in good standing and has had a recent performance review in which all required job expectations were satisfactorily met.
 - v. The manager must follow the proposed protocols outlined within these guidelines.
 - vi. The agency/department must maintain detailed records of those who are teleworking, including numbers of days per week, and keep copies of signed telework agreements.

3. Are both exempt and non-exempt employees eligible to telework?

- a. Yes.
 - i. Supervisors and managers are encouraged to closely track and monitor work activity performed by hourly teleworking employees. Those who require closer oversight must adhere more rigorously to FLSA regulations (this includes overtime provisions).
 - ii. Exempt employees must also be supervised and managed but are not required to account for overtime. Exempt/professional

classifications are typically managed by objectives and meeting those objectives as delegated by supervisors and managers.

4. If our agency/department decides to implement teleworking, must we make it available it to all employees?

- a. Agencies who choose to utilize teleworking must be consistent in making it available to employees who are “similarly situated.” For example, if two employees are in the same division, perform the same duties, and both meet performance expectations, both should be eligible for teleworking if it is available to one.
- b. We recommend that if agencies make teleworking assignments available, the employee be strictly monitored to ensure time reporting and performance objectives are achieved. Teleworking is a management option, not a universal employee benefit. It should be understood and agreed by both employee and management, that the telework agreement may be revoked or terminated at any time.

5. Does an alternate worksite for teleworking need to be approved first?

Yes. An alternate worksite for telecommuting must be approved prior to start of the telework agreement. It should be a fixed location with secure internet access as opposed to working remotely from establishments that provide WiFi access that may not be secure (i.e., hotels, restaurants, etc.).

6. May an employee telework 100 percent of the time or is only a hybrid option permissible?

- a. Consultation with CEO-HR is recommended if the agency/department is considering a 100 percent teleworking agreement for employees. If the agency/department director feels such a model aligns with business needs and helps with recruitment/retention, enhanced efficiency, or cost savings, they may consider utilizing such a program contingent upon adhering to all recommended guidelines, and in consultation with CEO-HR.

7. Are there restrictions on where an employee may telework?

- a. Yes. At a minimum, an employee must work within the state of California. A department may require the employee to work within a specific proximity to the workplace in order to be able to report to work when called to do so.

8. Reporting to the worksite:

- a. **When an employee is asked by management on short notice to report to work due to staff shortage, required in-person meeting, or other in-person requirement due to operational need, how much time must be allowed for the employee to report to the worksite?**

- i. An employee requested to report to a County worksite on short notice must be provided a reasonable amount of time, typically two (2) hours. While teleworking, employees will be expected to be available by phone and/or email when needed during the core hours stated on the Employee Telework Agreement form and to respond or report to a location within a reasonable amount of time just as would be expected if working onsite.
 - b. **What if a request to report back to the worksite is not urgent?**
 - i. Employees should be given 24 hours advance notice to report to their County worksite location at the request of management or due to being called back for a Disaster Service Work assignment.
- 9. May an employee have both a teleworking arrangement and a flexible work schedule (i.e., 4/10, 9/80, etc.)?**
- a. These arrangements are made at the discretion of the agency/department director. Both may be available if all guidelines are adhered to and service delivery is not compromised.
- 10. How should management track hours worked for non-exempt (hourly) and exempt (salaried employees)?**
- a. Non-Exempt (hourly) employees: Supervisors/managers should closely track and monitor the working hours of teleworking employees to delineate clear workday and lunch period start and end times so as to comply with FLSA provisions and wage and hour laws, particularly because teleworking employees are not within management eyesight. Agency/department management can determine the means to monitor working hours, such as time-stamped emails or more detailed timesheets certified by the employee.
 - b. Exempt (salaried) employees: In contrast, exempt (salaried) employees are not typically required to account for their hours as they can be expected to work various hours during the work week. However, at the discretion of the agency/department, exempt employees may be required to submit a detailed timesheet with clear start and end times. On an exception basis, exempt employees may work hours outside of their normal, scheduled “core” hours and may need to disclose additional working hours to management as requested.
- 11. Can staff revise their schedule to include Saturdays and/or Sundays without triggering overtime due to the weekend day(s?). They would not be working above 40 hours.**
- a. Exempt staff may have work schedules that include Saturdays and/or Sundays without issue. Weekends are not recommended for non-exempt staff for a few reasons:

- i. Inconsistent with core business hours
 - ii. Requires supervision
 - iii. Technical support is available during core business hours
 - iv. Workers' compensation reporting is available during core business hours
 - v. May trigger overtime and/or differentials depending on the time reported
- b. For non-exempt staff, the agency/department must comply with pertinent provisions in the MOA, Management Resolution, County policy and law: Staff cannot revise their schedule without their supervisor's approval. The agency/department determines the business hours that meets operating and service requirements. Some split shifts and weekend work may trigger overtime and shift differential and with such variation, is not recommended.

12. Will the County provide hotspots and internet?

- a. The County will not provide hotspots or internet. It will be the responsibility of the teleworker to maintain high-speed internet service.

Appendix D

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

Arbitrator Panel

In accordance with the current memorandum of agreement (MOA), the County of Ventura ("County") and the Service Employees International Union Local 721 ("SEIU") have mutually agreed to revise the list of professional arbitrators listed under Appendix A, "Arbitrator Panel," of the MOA as follows:

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

Sara Adler
Mark Burstein
~~Bonnie Castrey~~ Irene Ayala
~~Walter Daugherty~~ Frederic Horowitz
Robin Matt
Michael Prihar
Phil Tamoush
~~Barry Winnegrad~~ Juan Carlos Gonzalez
Lou Zigman

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

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

The County and SEIU agree to the foregoing on this twenty-third day of June 2021.

For SEIU:

 June 24, 2021
Danny Carrillo
Tri-Counties Regional Director

For the County:


Mike Curnow
Labor Relations Manager

County of Ventura
SEIU Local 721
Market-Based Adjustments, 2022

EXHIBIT 1

Job Title	Final MBA
^Auto Service Worker	0.68%
^Building Equip Utility Worker	2.50%
Child Support Svcs Specialist I	1.00%
Child Support Svcs Specialist II	1.00%
Child Support Svcs Specialist III	1.00%
Child Support Svcs Specialist IV	1.00%
^Clerical Trainee	2.50%
^Clinical Assistant I	2.50%
^Clinical Assistant II	1.15%
^Collections Officer I	1.77%
^Communications Operator I	2.50%
^Community Services Worker I	2.50%
^Community Services Worker II	2.50%
^Community Services Worker III	0.63%
^Cook	2.50%
^Courier I	2.50%
^Courier II	2.50%
^Courier III	1.85%
Crime Analyst I	1.00%
Crime Analyst II	1.00%
CSS Customer Service Rep I	1.00%
CSS Customer Service Rep II	1.00%
^~Custodian I	7.50%
~Custodian II	5.00%
~Custodian III	5.00%
^Data Entry Operator I	2.50%
^Data Entry Operator II	2.50%
^Data Entry Operator III	1.76%
^Data Technician I	2.50%
^Data Technician II	2.50%
^Data Technician III	0.75%
^Dental Assistant	2.50%
^Dietary Aide	2.50%
^Family Svs Residential Worker I	2.50%
^Family Svs Residential Worker II	2.50%
^Family Svs Residential Worker III	0.63%
^Food Services Assistant I	2.50%
^Food Services Assistant II	2.50%
^Food Services Assistant III	2.50%
Forensic Lab Technician	1.00%
Forensic Pathology Technician	1.00%

County of Ventura
SEIU Local 721
Market-Based Adjustments, 2022

EXHIBIT 1

Job Title	Final MBA
Forensic Scientist Trainee	1.00%
Forensic Scientist I	1.00%
Forensic Scientist II	1.00%
Forensic Scientist III	1.00%
^Garage Attendant	2.50%
*GSA Custodian Supervisor	10.83%
^GSA Maintenance Trainee	2.50%
^HCA Housekeeper I	2.14%
^HCA Housekeeper II	2.14%
^Health Technician I	2.50%
^Health Technician II	2.50%
^Heavy Equip Service Worker Trainee	2.50%
^Hospital Technician I	2.50%
^HS Client Benefit Spec Trainee	2.50%
^Info Processing Operator I	2.50%
^Insect Detection Specialist I	2.50%
^Insect Detection Specialist II	0.97%
^Inventory Management Asst I	2.50%
^Inventory Management Asst II	2.33%
^Inventory Management Asst III	2.33%
^Laboratory Assistant	0.22%
^Laundry Worker I	2.50%
^Laundry Worker II	2.50%
^Laundry Utility Worker	2.50%
^Laundry Assistant Supervisor	2.50%
^Library Monitor	2.50%
^Library Page	2.50%
^Lifeguard I	2.50%
^Medical Claims Processor I	2.50%
^Medical Office Assistant I	2.50%
^Medical Office Assistant II	2.50%
*Medical Office Assistant IV	7.38%
^Medical Office Asst I-PDP	2.50%
^Medical Office Asst II-PDP	2.50%
^Medical Office Asst III-PDP	2.50%
^Nursing Assistant I	2.50%
^Nursing Assistant II	2.50%
^Nursing Assistant I-PDP	2.50%
^Nursing Assistant II-PDP	2.50%
^Nursing Assistant III-PDP	2.50%
^Office Assistant I	2.50%
^Office Assistant II	1.85%
^Pharmacy Technician I	2.50%

County of Ventura
SEIU Local 721
Market-Based Adjustments, 2022

EXHIBIT 1

Job Title	Final MBA
^Pharmacy Technician II	2.50%
^Pharmacy Technician I-PDP	2.50%
^Physical Therapy Aide	2.22%
^Public Works Maint Worker I	2.50%
~Public Defender Investigator I	5.00%
~Public Defender Investigator II	5.00%
^Records Technician I	2.50%
Senior Crime Analyst	1.00%
Senior CSS Customer Serv Rep	1.00%
~Senior Public Defenders Invest	5.00%
^Sheriff Cadet I	2.50%
^Sheriff Cadet II	2.50%
~Supervising Appraiser	1.00%
~Supervising Auditor-Appraiser	1.00%
Supervising Child Spt Dist Spec	1.00%
Supervising Child Support Spec	1.00%
Supervising CSS Cust Serv Rep	1.00%
Supervising Forensic Scientist	1.00%
~Supervising Public Def Invest	5.00%
^Technical Specialist I-PH	2.50%
^Technical Specialist II-PH	2.50%
^Technical Specialist I-PI	2.50%
^Technical Specialist II-PI	2.50%
^WIC Nutrition Assistant I	2.50%

**Salary adjustments to remedy salary compaction within the series.*

^Supplemental adjustments of up to 2.5%for classifications with a top of range of less than 50k after the initial GSI.

~Supplemental adjustment to address internal equity issues.