

MEMORANDUM OF AGREEMENT

BETWEEN THE

COUNTY OF VENTURA



AND

**SPECIALIZED PEACE OFFICERS'
ASSOCIATION OF VENTURA COUNTY
(SPOAVC)**

2018 - 2021

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ARTICLE 1
TERM, RECOGNITION, IMPLEMENTATION, AND POTENTIAL SUCCESSOR AGREEMENT

Sec. 101 **Term:** The provisions of this 2018-2021 Memorandum of Agreement (hereinafter "Agreement") between the County of Ventura (hereinafter "County") and the Specialized Peace Officers' Association of Ventura County (hereinafter either "SPOAVC" or "Association"), shall become effective immediately upon final acceptance/adoption of its terms by the County Board of Supervisors (BoS). This Agreement shall expire and be fully terminated at 11:59 p.m. on April 16, 2021.

All terms and conditions of the 2015-2018 Memorandum of Agreement (2015-2018 Agreement) between the parties that expired on February 24, 2018 shall be considered to have been extended and to have remained in full force and effect for the period between February 24, 2018, and the final adoption and approval by the BoS of this Agreement.

Sec. 102 **Recognition:** This Agreement shall apply only to persons employed in the classifications within the Specialized Peace Officers' Unit including:

Welfare Investigator III (1679)
Medical Examiner Investigator I (0337)
Medical Examiner Investigator II (0338)
Senior Medical Examiner Investigator (01037)

The County further recognizes the Association as the exclusive employee organization certified with authority and responsibility to represent all employees in the above classifications in matters relating to employment conditions and employer-employee relations as provided in the Meyers-Milias-Brown Act.

Pursuant to California Government Code 3502.5, an agency shop provision has been lawfully implemented.

For purposes of this Agreement, "regular" employees shall be defined consistent with Section 250 of the County's Personnel Rules and Regulations. The terms "he" or "his" as used in this Agreement shall refer to all employees, regardless of sex.

Sec. 103 **Implementation:** This Agreement constitutes a mutual recommendation to be jointly submitted to the County BOS and the Association. It is agreed

that this Agreement shall not be binding upon the parties either in whole or in part unless and until approved by the Association and unless and until the BoS:

- A. Acts, by majority vote, formally to approve this Agreement; and,
- B. Enacts necessary resolutions and amendments to all County ordinances required to implement the provisions of these Articles.

Sec. 104 **Successor Agreement:** In the event the Association desires to negotiate a successor Agreement, the Association shall, no more than four (4) months and no less than three (3) months 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 Agreement.

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

Sec. 105 As a result of implementation of this Agreement, all grievances for which the Association has requested arbitration but which have not been submitted to an arbitrator for decision are hereby completely resolved.

ARTICLE 2 RETIREMENT

- Sec. 201 **Existing Benefits:** Those individuals employed by the County who are currently provided benefits by either the Tier I or Tier II Retirement Plans shall continue to be provided the benefits set forth by the Plan in which they are enrolled.
- Sec. 202 **Retirement:**
- A. All unit employees shall contribute as retirement contributions an amount equal to one-half of the actuarially determined normal cost of the applicable retirement formula. Any required amount in excess of the required member contribution shall be contributed consistent with the cost-sharing provisions set forth in Government Code Section 31631.5. Future increases or decreases in actuarially determined normal retirement costs will be shared equally between the employee and the County.
 - B. Pursuant to Section 414(h)(2) of the Internal Revenue Code, the County shall declare that it is “picking up” the entire required member contribution irrespective of who actually pays it so as to cause the taxable income of each represented employee to be reduced by the amount of the “pick up.” Therefore, for taxation purposes, this “pick up” shall not be regarded as ordinary income in accordance with Section 414(h) of the United States Internal Revenue Code.
 - C. Employees shall be responsible for their “employee contributions” to retirement to the extent not covered by any County “pickup.”
- Sec. 203 **Purchase Of Retirement Credit For Military Service:** Pursuant to the provisions of California Government Code Section 31641.95, California Government Code Sections 31470.7, 31478, 31479, 31481, 31641.1, 31641.2, 31641.3, 31641.8, and 31641.9, authorizing the purchase of retirement credit for previous military service, are applicable to unit employees.
- Sec. 204 **"Safe Harbor" Retirement Plan:** SPOAVC accepts the County's assurance that the County'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. 205 **Retirement Status Of Welfare Investigators:**

- A. On December 18, 2000, the Ventura County Employee Retirement Association's (VCERA) Board of Retirement determined that since July 1, 1998, Welfare Fraud Investigators (WFIs) employed within the Office of the District Attorney should have been considered as "safety" members of VCERA. As a result, since July 1, 1998, WFIs have been, and are, entitled to the benefits associated with such status. Also effective July 1, 1998, WFIs were/are no longer eligible for benefits of "FICA" (Social Security). The parties recognize that one result of this change in status is that WFIs employed prior to July 1, 1998, will have a "blended" retirement, including both "safety" and "non-safety" service. The parties also recognize that since some WFIs were "Tier II" "non-safety" members, there may be variations in the individual calculations associated with changing from "non-safety" to "safety" status. Finally, the parties recognize that each WFI and the County have both past and future financial obligations with respect to the change in retirement status.
- B. Subject to all other provisions of this Article, WFIs hired after December 18, 2000, shall be treated in the same manner as those WFIs who, prior to December 18, 2000, were "non-safety, tier II" members of VCERA.

Sec. 206 **Retirement Offset:** Effective the first day of the second pay period after commencement of the 2015-2018 Agreement and in conjunction with both (a) the cessation of all employer "payments" of any portion of an employee's required retirement contribution as well as the deletion of the Retirement Incentive for 30 Year Employees and (b) the requirement that represented employees prospectively share (on a 50:50 basis) in their actuarially determined "normal" cost of retirement, the base salary/hourly rate of pay range of all classifications in this unit, and the base salary/hourly rate of pay of each employee therein was increased by three percent (3%). The parties further understand and agree that the percentage salary/pay increase due to this "offsetting" of increased retirement costs shall not be included in calculation of compensation owed due to payment of any non "FLSA Mandated Overtime."

**ARTICLE 3
COMPENSATION PLAN**

- Sec. 301 **Compensation Schedule:** Except as otherwise provided herein, employees shall be compensated within the pay range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in these Articles.
- Sec. 302 **Regular Pay Day:** Employees shall be paid on or about the Friday following the end of each biweekly payroll period.
- Sec. 303 **Pay On Termination:** Upon certification of the Director-Human Resources that the employment of any employee is terminated prior to the expiration of the biweekly pay period, that person shall be paid the regular pay day of the pay period following the pay period in which the termination occurred.
- Sec. 304 **Premium Pay For Less Than Full-Time Services Of Regular Employees:** Premium pay will be paid to regular less than full-time employees on the same basis as full-time employees except that when premium pay is paid on a biweekly or monthly rate, that rate will be paid to less than full-time employees on a pro-rata basis.
- Sec. 305 **Pay Range Changes:** Whenever a higher pay range is assigned to a classification, an employee holding a position in such classification shall have his hourly rate of pay increased by the percentage increase in the classification's pay range. The employee's probation hours needed and/or merit increase hours needed shall not change in such an adjustment.
- Whenever a lower pay range is assigned to a classification, an employee holding a position in that class shall receive the same hourly rate of pay he was receiving on the day preceding the effective date of the new pay range if such hourly rate of pay is within the newly established pay range. In all other instances, when a lower pay range is assigned to a classification, an employee holding a position in the class whose rate immediately preceding the effective date of the new pay range was in excess of the maximum of the new pay range shall receive the maximum of the new pay range. The anniversary date of an employee affected by the establishment of lower pay ranges for his classification shall not be affected by such an adjustment.
- Sec. 306 **Hourly Rate Of Pay On "Y" Rating:** When an employee is "Y" rated, the hourly rate of pay he received immediately prior to the date of downward reclassification is to be frozen and may not be increased until the maximum

of the pay range assigned his new classification exceeds the hourly rate of pay he was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing an approximately five percent (5%) increase in his hourly rate of pay and shall retain his probation hours needed and/or merit increase hours needed that were in effect immediately prior to the establishment of the "Y" rate.

Sec. 307 **Hourly Rate Of Pay On Transfer:** Whenever an employee is involuntarily or voluntarily transferred or assigned to a position in a different classification having the same pay range as his former position, he shall retain his hourly rate of pay and his probation hours needed and/or merit increase hours needed.

Sec. 308 **Priority Of Increases:** Whenever a general increase, a merit increase, a higher pay range or pay range placement, a promotional increase, or any combination thereof are effective on the same date, the hourly rate of pay to which an employee is entitled shall be fixed as follows: to the hourly rate of pay received by the employee on the preceding day shall first be added any general increase, then any higher pay range or pay range placement, then any merit increase, and then any promotional increase.

Sec. 309 **Hourly Rate Of Pay Upon Demotion:**

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

- C. At the discretion of the Agency/Department Head, whenever an employee takes a probationary demotion to a lower related class in which he has held status but a probationary period has not been completely served, such employee shall retain his current rate of pay or receive the top of the pay range of the lower class, whichever is less. The employee shall also be required to serve a new probationary period.
- D. Whenever a employee who has completed his probationary period in a higher class is then demoted to a position in a lower class for reasons other than unsatisfactory performance, or for functional disability, he shall receive the highest rate of pay on the new range that does not exceed his rate of pay immediately prior to demotion and shall retain his probation hours needed and/or merit increase hours needed.

Sec. 310 **Merit Increases:** Merit increases within a pay range shall not be automatic. They shall be based on merit and shall require the written approval of the appointing authority, containing the effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase of approximately five percent (5%) within a pay range for the class unless the employee is less than five percent (5%) from the top of the pay range and in such a case, the increase shall be to the top of the pay range. Qualifying service for merit increase consideration shall be by compensable hours, which include all paid hours exclusive of overtime compensation.

Sec. 311 **Time For Merit Increases:** A newly appointed, re-employed, promoted, or appointed employee may qualify for:

- A. An initial merit increase within the pay range upon completion of one thousand forty (1040) hours of compensable service in that class.
- B. Succeeding merit increases within the pay range upon completion of each additional period of at least 2,080 hours of compensable service in that class.

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

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

Sec. 312 **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 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. 313 **Denial Of Merit Increase:** If, in the appointing authority's judgment, the employee's performance does not warrant a merit increase upon meeting the time requirements of Section 311, the Agency/Department Head may deny the increase and must complete the County performance evaluation rating form. Any time prior to the employee qualifying for his next merit increase, the employee may request a review of his merit increase by the appointing authority, or the appointing authority, by his own initiative, may review the matter. If the appointing authority concurs with the requested review or if the appointing authority independently initiates his own review, then the appointing authority shall reopen the matter by submitting another performance rating 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.

Sec. 314 **Correcting Error In Overlooking Merit Increase:** Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight or system error, the Auditor-Controller shall compensate the employee for the additional pay he should have received dating from the first day of the pay period after which he would have satisfied the merit increase hours needed by adding said additional pay to the employee's next biweekly paycheck. In such cases, the employee's current merit increase hours needed will be adjusted retroactive to their merit increase.

Sec. 315 **Rate Of Pay On Promotion:** A regular employee who is promoted to a position in a class having a higher pay range shall receive the entry rate of pay for the higher class or such higher amount as would constitute an increase of approximately five percent (5%) on the range over the rate of pay received prior to promotion, whichever is greater.

Sec. 316 **Effective Date Of Promotion:** Whenever an employee is promoted the effective date of his promotion shall always be the first (1st) Sunday of the first complete pay period following the promotion.

Sec. 317 **Rate Of Pay 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 forty (40) consecutive work hours, shall thereafter be paid according to the pay range of the class to which he has been temporarily promoted. Upon temporary promotion, an employee will receive either the minimum of the new pay range or a five percent (5%) increase over his present rate of pay, whichever is greater. In no case shall such pay adjustment place the employee beyond the highest point on the pay range of the position to which he has been temporarily promoted. An employee so temporarily promoted shall receive this rate of pay as long as he continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as provided in these Articles as though he had been appointed on the day he began to receive the rate of pay designated for the position. The forty (40) work-hour waiting period shall apply each time an employee is assigned to a higher classification in this manner. For purposes of this section, subsequent merit increases shall be computed from the date that the temporary appointment was granted. Persons appointed pursuant to the provisions of this section shall not gain permanent status in the higher level class.

This provision excludes those classifications whose specific duties and responsibilities require supervision in absence of an immediate supervisor.

Sec 318 **Difficult To Recruit/Retain:**

- A. Should the Director-Human Resources, subject to approval by the County Executive Officer, determine that a serious recruiting and/or retention problem exists for a classification(s), or that increases granted to subordinate "difficult to recruit" classifications have created serious compaction problems, and that a five percent (5%) increase(s) to a classification's pay range would assist the County in recruiting or retaining employees in that classification(s), then that classification may be designated as "Difficult to Recruit/Retain." Upon such determination and approval, a five percent (5%) increase(s) granted pursuant to the provisions of this Section shall be implemented as follows:

1. If authorized by the Director-Human Resources, the initial placement for newly hired employees may be at any point within the pay range for the classification.

2. All employees in the designated classification(s), who have successfully completed one (1) year or more of service at the top of the range for that classification(s) shall receive an increase in accordance with the provisions of Sections 310, 311, 312 313, and 314.

3. All other employees in the designated classification(s) may, upon recommendation of their Agency Head and approval by the Director-Human Resources, have their pay adjusted by five percent (5%) increments (unless such increase would cause the rate of pay to exceed the maximum for his/her classification) up to a rate of pay equal to the lowest rate received by a qualified candidate hired from an eligible list created as the result of an open competitive examination to fill a vacancy in that classification.

4. Subsequent merit increases for employees not compensated at the top of the pay range(s) for classifications affected by the provisions of this Section may be granted pursuant to Sections 310, 311, 312, 313, and 314.

- B. Termination of Designation: In the event the Director-Human Resources determines the circumstances that created the recruiting or retention problems for any or all classifications no longer exist, she shall advise the County Executive Officer of her findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such classification(s). At that time, the pay for any employee compensated at a rate above that to which he would otherwise have been entitled shall be "Y" rated and shall not be increased until the pay range for his classification exceeds the rate established for him pursuant to the provisions described above.
- C. Reports: The Director-Human Resources shall submit quarterly reports to the Board of Supervisors indicating the classifications and numbers of positions affected by the provisions of this Section.
- D. Waiver of Grievability: The provisions of this Section shall neither be grievable nor arbitrable under Article 25 of this Agreement.

Sec. 319 A. **SALARY/PAY INCREASES:** Increases shall be as follows:

1. Effective April 22, 2018, the base salary/hourly rate range of each classification covered by this Agreement and the base salary/hourly rate of pay of each employee employed in those classifications shall be increased by one and one-half percent (1.5%).
2. Effective April 21, 2019, the base salary/hourly rate range of each classification covered by this Agreement and the base salary/hourly rate of pay of each employee employed in those classifications shall be increased by one and one-half percent (1.5%).
3. Effective April 19, 2020, the base salary/hourly rate range of each classification covered by this Agreement and the base salary/hourly rate of pay of each employee employed in those classifications shall be increased by one and one-half percent (1.5%).

B. **MARKET ADJUSTMENTS:** Effective April 22, 2018, the base salary/hourly rate range of each classification covered by this Agreement and the base salary/hourly rate of each individual employed in those classifications shall be increased by a market based adjustment of one percent (1%).

**ARTICLE 4
HEALTH INSURANCE**

Sec. 401 **County Contributions:**

- A. Full-time employees will be covered by the County of Ventura Flexible Benefits Program (Cafeteria Plan). Subject to the terms and conditions of the plan document, the County shall contribute an amount not to exceed \$297.00 per biweekly pay period towards the Cafeteria Plan for each full-time employee. Effective April 22, 2018, the County's contribution shall increase to \$347.00 per biweekly pay period. Effective December 16, 2018, the County's contribution shall increase to \$397.00 per biweekly pay period. Effective December 15, 2019, the County's contribution shall increase to \$447.00 per biweekly pay period.

- B. Flexible credits for enrolled less than full time employees shall be on a separate basis from full time employees.

For each enrolled regular less than full-time employee, and subject to the conditions of the plan document, the County shall contribute an amount not to exceed \$208.00 per biweekly pay period towards the Flexible Benefits Program. For purposes of this Article only, regular less than full-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty (60) hours per biweekly pay period. Effective April 22, 2018, the County's contribution shall increase to \$243.00 per biweekly payroll period. Effective December 16, 2018, the County's contribution shall increase to \$278.00 per biweekly pay period. Effective December 15, 2019, the County's contribution shall increase to \$313.00 per biweekly pay period.

Sec. 402 **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 medical plan in compliance with the requirements of the Family Medical Leave Act. The amount of the County contribution is based upon the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay.

Sec. 403 **Health Insurance Plan Changes:** The parties agree that the County retains the exclusive right to make changes in accordance with law and good professional practice necessary to administer the Cafeteria Plan, and the Association specifically waives any rights it may have to meet and confer with respect to the decision or impact of such changes.

Sec. 404 **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 classification. Inclusion in the SDI program will not confer any representation rights to temporary help employees nor in any way alter the definition of “employee” in the County’s Personnel Rules and Regulations or this Agreement.
- B. If the bargaining unit chooses to withdraw from SDI, the membership must present a majority petition indicating such desire.
- C. This program will 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.

Sec. 405 **Association-Management Committee:** 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 and expansion of flexible benefit program options, reviewing financial progress of the health plans, and assisting in educational activities.

**ARTICLE 5
OTHER BENEFITS AND PREMIUM PAY**

Sec. 501 **Mileage Reimbursement:** Employees who are required to use their personal vehicles for County business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

Sec. 502 **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 Agency/Department Head. A statement of justification satisfactory to the Auditor shall be submitted with the claims. Such reimbursement, however, does not apply wherever the provisions in law provide for payment of such expenses.

Sec. 503-l **Bilingual Premium Pay (Medical Examiner Investigators):**

- A. Regular Medical Examiner Investigators (MEIs) whose positions require the use of bilingual skills shall receive the bilingual premium pay shown in (B) below per hour compensated, per biweekly pay period, not to exceed eighty (80) compensated hours per pay period. Such premium pay shall be in addition to their base pay. To be eligible to receive this premium pay, upon the recommendation of the Department/Agency Head and the Director-Human Resources, the County Executive Officer must designate that such payment shall be made. In order to receive this bilingual premium pay, MEIs must demonstrate a language proficiency acceptable to the Agency/Department Head and the Director-Human Resources.
- B. The level of an MEI's bilingual proficiency shall be determined by an examination administered by the Director-Human Resources. MEI's assigned to such positions shall be eligible for bilingual premium pay at the level of their position or the level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

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

MEI's in positions eligible to receive this premium shall receive the appropriate rate per hour compensated per biweekly pay period, not to exceed eighty (80) compensated hours per pay period. Such premium pay shall be in addition to their base pay. To be eligible to receive this premium pay, upon the recommendation of the Agency/ Department Head and the Director-Human Resources, the County Executive Officer must designate that such payment will be made.

Sec. 503-II **Bilingual Premium Pay (Welfare Fraud Investigators):** Welfare Fraud Investigator (WFI) positions that require the use of bilingual skills shall be allocated for bilingual premium pay. The level of a WFI's bilingual proficiency shall be determined by an examination administered for Level III by the County's Director-Human Resources; proficiency at Levels I and II shall be determined using examinations administered by, or in conjunction with, the bilingual program of/for the Ventura County Sheriff's Department. Subject to the other provisions of this Section, WFIs certified as proficient who are assigned to qualifying positions shall be eligible for bilingual premium pay at the following levels:

I	\$0.69/hr
II	\$1.38/hr
III	\$2.81/hr

WFIs who become eligible to receive a specific level of bilingual premium shall receive the appropriate rate per hour compensated provided, however, the premium is not to be paid in excess of 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.

- A. Effective the first day of the first pay period following final BoS approval/adoption of this Agreement, A WFI receiving level II Bilingual Premium under Section 503-I shall continue to receive that premium unless/until both:
1. S/He presents documentation to his/her Appointing Authority and County Human Resources evidencing prior attainment of a passing grade on the examination(s) for the enhanced bilingual premium provided for in this specific Section 503-II; and,
 2. It is unequivocally established that the Appointing Authority is, and will be, utilizing their bilingual knowledge, skills, and abilities at the II or III level.

Upon receipt of the foregoing, and subject to the requalification criteria set forth below, WFIs shall be eligible to receive the premium pay rates of this Section 503-II.

- B. Should a WFI become eligible to receive II level benefits provided by this Section 503-II through the “transitional” process described in “A” immediately above, then, in order to remain eligible to receive these benefits the WFI must, within 6 months of the date of final approval/adoption by the BoS of this 2015-2018 Agreement, take and pass a requalification examination for that level of bilingual proficiency. Thereafter, in order to maintain eligibility, the WFI must take and pass the II-level requalification examination every eighteen (18) months. Any WFI who fails to qualify or re-qualify at his/her current level of bilingual proficiency shall no longer be eligible for bilingual premium pay unless/until they pass a subsequent qualification examination.
- C. WFIs who, after commencement of this Agreement, take and pass the County’s Level III exam are exempted from the requalification requirements described in “B” immediately above.
- D. In conjunction with the examinations for premium pay of this Section 503-II, should the Sheriff’s Office provide training classes to assist

employees both in obtaining and maintaining bilingual proficiency, WFIs may attend them provided space is available and such attendance occurs on his/her own time and/or does not otherwise result in overtime expense.

Sec. 504 **Deferred Compensation:** As provided below, employees covered under the provisions of this Agreement may participate in the County’s Deferred Compensation Program. Participation in said plans shall be subject to the rules and regulations applicable to the plans.

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

<u>Employee Contribution</u>	<u>County Match</u>
1%	1%
1.5%	1.5%
2.0%	2.0%
2.5% (to the annual IRC maximum)	2.5%

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

Sec. 505 **Serving As Witness:** No deductions shall be made from the pay of an employee for an absence from work when subpoenaed to testify in court, except when the individual is a litigant in a matter not arising out of the individual’s course and scope of employment. Mileage, travel time, 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 day of absence for which the employee receives pay as for a day worked, except that if such service occurred during the employee's vacation leave or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.

Sec. 506 **Jury Service:** Fees shall be retained and no deductions shall be made from the pay 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.

Sec. 507 **Parking Space:** The County shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.

Sec. 508 **Special Equipment Or Clothing:** Under no circumstances shall the employee be required to purchase special equipment or clothing unless so directed by order of the Board of Supervisors.

Upon hire, Welfare Fraud Investigators shall be provided a tactical uniform consisting of a shirt, pants, shoes or boots and a belt by the County at no cost to the employee. The shirt and pants are to be replaced at least once every two years, or sooner if determined necessary by management.

Sec. 509 **Medical Examiner Investigators' Accident Insurance:** The designated beneficiary of any Medical Examiner Investigator who is killed as a result of an on-duty accident while in an aircraft operated by the County's Public Safety Aviation Unit shall be entitled to receive \$500,000.00 life insurance proceeds. The premiums for such coverage shall be paid by the County.

Sec. 510 **Education Incentive Pay:**

A. Employees shall receive incentive pay in addition to their base rate of pay for educational attainments not specifically required by the position pursuant to the official class specification maintained by Human Resources 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 level of pay for the highest degree level or certification attained.
- C. Incentive shall be granted pursuant to this Section only after submission of appropriate documentation to, and approval by, Human Resources.
- D. As an alternative to the Educational Incentive provided by sub-sections "A" through "C", Welfare Fraud Investigators (WFIs) may be eligible to receive a bi-weekly premium in the indicated amount for possession of a Specialized Law Enforcement Intermediate or Advanced certificate from the Peace Officer Standards and Training (P.O.S.T.):

<u>Intermediate Certificate</u>	\$133.82
<u>Advanced Certificate</u>	\$200.73

P.O.S.T premium shall be granted pursuant to this Section only after submission of appropriate documentation to, and approval by, County Human Resources. No WFI may be compensated for more than one (1) certificate, and no WFI may receive both an incentive provided by sub-sections "A-"C" and a P.O.S.T.-based premium provided by this sub-section "D"; a WFI may only receive the one (1) incentive or premium for which s/he qualifies which provides him/her the highest benefit.

Sec. 511

Reimbursement for Membership Fees to the National Association of Medical Examiners: Any employee employed full time in the classifications of Medical Examiner Investigator I, Medical Examiner Investigator II or Senior Medical Examiner Investigator shall be eligible for reimbursement of membership fees for the National Association of Medical Examiners. Such reimbursement shall not exceed \$90.00 per fiscal year.

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

**ARTICLE 6
TEXTBOOK AND TUITION REIMBURSEMENT**

- Sec. 601 **Purpose:** To provide a program whereby employees of the County are reimbursed for the costs of textbooks, tuition, registration and laboratory fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time.
- Sec. 602 **Eligible Employees:** Regular and probationary, full time and part-time employees (on a pro-rata basis) are eligible to participate in this program.
- Sec. 603 **Courses Eligible:** The following criteria will be used in determining eligibility for reimbursement:
- A. Courses having a reasonable potential for resulting in more effective County service are eligible.
 - B. Courses directly related to the employee's occupational field are eligible.
 - C. Courses that are prerequisite to job-related courses are eligible.
 - D. Job-related courses preparing an employee for promotion in his job field, or a job field for which there are promotional opportunities within County service are eligible.
 - E. Graduate coursework required to receive a job-related Master's Degree is eligible.
 - F. Job-related seminars and workshops offered by professional societies, organizations, or a County training facility are eligible.
 - G. Seminars and workshops that are directly job-related, offered in conjunction with a recognized college, educational institution or professional organization, and recommended and approved by the Agency/Department Head are eligible.
- Sec. 604 **Courses Not Eligible For Reimbursement:**
- A. Courses taken to bring unsatisfactory performance up to an acceptable level.

B. Courses which duplicate in-service training.

C. Courses that duplicate training the employee has already received.

Sec. 605 **Textbook And Tuition Reimbursement:** The County shall, unless otherwise designated in this Agreement, provide for 100% reimbursement of tuition and course related textbooks up to a maximum of eight hundred, fifty dollars (\$850.00) per fiscal year for all upper division and graduate courses and up to a maximum of five hundred (\$500.00) per fiscal year for all other courses, in accordance with the provisions of the Article provided, however, that the maximum reimbursement shall not exceed eight hundred, fifty (\$850.00) per fiscal year. To qualify for reimbursement, the courses must be job related and must have been taken while the employee was off duty.

Agency/Department Heads shall not authorize expenditures in excess of the maximum. If the amount of available textbook and tuition reimbursement does not cover the entire cost on an employee's approved course(s), an employee who successfully completes an approved course(s) shall be eligible to obtain reimbursement of the uncovered expenses over the next two fiscal years. For example, if an employee successfully completes an approved undergraduate course that costs \$1800, the employee is eligible for reimbursement up to \$850 in years 1 and 2, and \$100 in year 3. In no event shall expenses be reimbursed that are more than three years old.

Sec. 606 **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, approved in advance by the Department or Agency Head. Agency/Department Heads are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this section is to not provide for time off with pay.

B. Neither transportation nor mileage reimbursement are provided for by this program.

C. Parking fees, meals and other costs not specifically covered in this program will not be paid by the County.

- D. Costs for which reimbursement is received from other sources are not covered by this program, except that portions not covered from other sources will be paid by the County up to the maximum as provided by this Article.
- E. Conventions and conferences are not covered by this reimbursement program.
- F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement. A grade of "A" or "B" or its equivalent (Pass for Pass/Fail courses) is required for reimbursement for graduate courses.
- G. Courses must be offered by a school recognized by the State of California, the Department of Health, Education and Welfare, or the Veteran's Administration, unless otherwise provided in this Article.

Sec. 607 **Textbook And Tuition Program Administration:** The Agency/Department Head is responsible for the administration of this program. Applications for reimbursement should be received by the Department or 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 or Agency Head. New employees, however, will not be reimbursed until they have successfully completed their probationary period. The Director-Human Resources may develop such forms and additional procedures which he deems necessary to accomplish the intent of this textbook and tuition program.

Sec. 608 **Use Of Textbook And Tuition - Out Of State:** An employee shall be entitled to reimbursement for classes/courses taken out-of-state, provided that all the above criteria are met and it results in no additional cost to the County.

ARTICLE 7 WORK SCHEDULES

- Sec. 701 **Normal 80-Hour Biweekly Work Schedule:** Except as may be otherwise provided, the “normal” biweekly work schedule of the County of Ventura shall be ten (10) working days of eight (8) hours each. It is the duty of each Department/Agency Head to arrange the work of his department/agency so that each regular employee therein shall work no more than the normal schedule, except that a Agency/Department Head may require any employee in his agency/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 from grieving the practical consequences of that action.
- Sec. 702 **Other Allowable Work Schedules:** An Agency/Department Head may, following communication with the employees involved, assign employees of the Department/Agency to any other schedule which aids the Department's/Agency's ability to serve the public if such schedule is not a violation of State or Federal law. The County agrees to consult with the Association prior to the employees being placed on a modified work week.
- Sec. 703 **Work Schedule Changes:** The County and the Association agree to meet and discuss problems with, or changes in, work schedules on a Agency/Department basis during the term of this Agreement upon request of either party.
- Sec. 704 **Variable Work Hours Program:** Variable Work Hours will be defined as either a “Compressed Work Schedule” or a “Flexible Work Schedule.” A “Compressed Work Schedule” is defined as a schedule which permits employees to finish their usual number of working hours in fewer days per pay period either by working the normal weekly hours in four days (4/10) or the normal biweekly hours in nine days (9/80). A “Flexible Work Schedule” gives employees the options of changing their starting and ending times on a periodic, “open-season” basis as determined by the employee in consultation with management.

- A. **Conditions:** When a variable work hour arrangement is implemented, the following conditions will apply: The determination to implement a variable work hour program shall be at the sole discretion of the Agency/Department Head.
- B. An Agency/Department Director may decide to cancel the program at any time, at which time the employees be assigned another work schedule. If operationally foreseeable, the County will provide a thirty (30) day notice of intended cancellation of a Variable Work Hours Program but in any case, cancellation will be preceded by a five (5) working day notification.
- C. Eligibility for variable work hours will be at the sole discretion of the Agency/Department Head.
- D. Overtime, if required, will normally be scheduled on the employee's day off.
- E. On a Compressed Work Schedule, use of a full annual or sick leave day will be charged 10 hours on the 4/10, or 8 or 9 hours on the 9/80, depending on the scheduled hours of the employee.
- F. Any employee requesting change in a schedule or a Flexible Work schedule will require his/her supervisor's approval, subject to management's review.
- G. Any change in scheduled working hours shall be at the sole discretion of the appropriate supervisor or manager.
- H. 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 work flow and coverage issues.
- I. Holiday benefits for employees on a variable work schedule are to be computed on the basis of the number of hours the employee is usually scheduled to work. For example, an employee assigned to work a 4/10 schedule is eligible to receive 10 hours of leave with pay; an employee assigned to a 9/80 schedule would receive 9 hours of leave with pay (unless the holiday falls on his/her 8 hour day. If the holiday falls on an employee's regular 4/10 or 9/80 day off, the 10, 9 or 8 hours (whichever is appropriate) will be credited as additional vacation time.

- J. Employees and managers/supervisors may be required to complete periodic surveys to evaluate the effects of the program.

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

ARTICLE 8 OVERTIME

Sec. 801 Overtime - In General

- A. **Definition:** With the exception of Section 802, overtime is defined as time worked in excess of the designated eighty (80) in a biweekly pay period.
- B. **Policy-Limitation On Overtime:** It is the County's policy to avoid the necessity for overtime whenever 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 Agency/Department head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.
- C. **Compensation For Overtime Hours Worked:** With the exception of Section 802, employees shall be paid in cash at a rate of one and one-half times all hours worked in excess of eighty (80) hours in a biweekly pay period. Time worked shall include paid assigned holidays, paid court appearances, paid sick leave and paid industrial leave as provided for in these Articles.
- D. In no case shall the 3% salary increase provided by the "Retirement Salary Offset" described in Article 2 be included in the calculation for "Contractual" (non-FLSA-mandated) Overtime.

Sec. 802 Overtime Compensation And Compensatory Time Off For Non-Exempt Welfare Investigator Classifications:

- A. The County has previously affirmatively elected the 7(k) partial overtime exception for Welfare Investigator employees.
- B. The designated work period for Welfare Investigators is fourteen (14) consecutive days (336 consecutive hours). Unless specifically and individually notified to the contrary, the designated work period for each Welfare Investigator is from 12:00:01 on Sunday through 12:00 midnight on the second Saturday thereafter. The intent of the

foregoing is to have the Welfare Investigator “designated work period” coincide with the County’s biweekly pay period.

- C. 1. Overtime shall be compensated as provided in Section 801 except for the payment of those overtime hours which exceed FLSA "hours worked" in the fourteen (14) day work period. Hours worked in excess of eighty-six (86) FLSA hours shall be paid based upon the FLSA definitions of rate of pay and hours worked. Contractual overtime payment shall be credited towards FLSA minimum overtime where payments are appropriate. In no case shall the 3% salary increase provided by the “Retirement Salary Offset” described in Article 2 be included in the calculation for “Contractual” (non-FLSA-mandated) Overtime.
- 2. Hours worked in excess of eighty (80) hours per biweekly pay period but not in excess of eighty-six (86) hours per biweekly pay period shall be credited to the employee’s compensatory time account at the rate of 1.5 hours for such hour worked.
- D. Whenever any Welfare Investigator entitled to overtime accrual is held to render overtime service, the Agency/Department head may allow such a person a leave of absence with pay (within the same biweekly pay period), for a period of time not exceeding the amount of accrued overtime credit.
- E. Whenever a Welfare Investigator is unable to take a leave of absence for overtime service within the same calendar year during which the overtime is earned, such overtime may be carried over into the next calendar year. If such overtime is carried over, it must be taken as compensatory time off during the next calendar year.
- F. Except as provided for in sub-Section “G” below, compensation for time and one-half overtime service shall be paid biweekly to authorized employees.
- G. Except as otherwise provided by the Board of Supervisors, a Welfare Investigator must, before cash payment for overtime hours as defined by sub-Section C immediately above is authorized, have a recorded balance of forty (40) hours compensatory time as of the end

of the pay period. Such compensatory balance may not exceed 40 hours.

- Sec. 803 **Payment Of Compensatory Time Upon Termination:** Any employee who terminates or is terminated, shall be paid the equivalent of his hourly rate of pay for each hour of accrued compensatory time off. The compensation resulting from this provision shall be based upon the rate of pay 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. 804 **Standby Premium Pay:** Should an employee be placed on standby duty, such an employee shall be compensated for actual time on call at one-quarter (1/4) of his regular hourly wage or at the Federal minimum wage, whichever is greater, and for time worked as a result of a callback to duty at his hourly wage when funds for such purposes have been specifically appropriated by the Board after specific inclusion in the Agency/Department budget. In no instance shall a callback to duty be considered as less than two (2) hours for pay purposes. No employee shall be paid for call back time and standby simultaneously.
- Sec. 805 **Callback:** The minimum callback for employees covered by this Agreement shall be two (2) hours.
- Sec. 806 **Overtime Compensation – Medical Examiner Investigators:** Medical Examiner Investigators (MEIs) regularly assigned to a five (5) day, eight (8) hour schedule shall be paid in cash at a rate of one and one-half times all hours worked in excess of eight (8) hours per twenty-four (24) hour period or all hours worked in excess of eighty (80) in a pay period. MEIs regularly assigned to a four (4) day, ten (10) hour schedule shall be paid in cash at a rate of one and one-half times all hours worked in excess of ten (10) hours per twenty-four (24) hour period or all hours worked in excess of eighty (80) in a pay period provided, however, in no case shall the 3% salary increase provided by the “Retirement Salary Offset” described in Article 2 be included in the calculation for “Contractual” (non-FLSA-mandated) Overtime.

**ARTICLE 9
ANNUAL LEAVE**

Sec. 901 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 less than full-time employees.

Sec. 902 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 biweekly 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 11Years)	.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 14Years)	.1115	29 working days
31,200 or more (Approximately 15 or more Years)	.1154	30 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. 903 **Maximum Accrual:** Effective July 2, 2006, for employees in the Medical Examiner Investigator series, the maximum number of hours that an employee can accumulate shall be 600 hours. Employees in the Welfare Investigator series shall accumulate up a maximum of 800 hours. It is the mutual responsibility of the employee and the department or agency head to assure that no employee shall exceed said maximum accrual.

Sec. 904 **Annual Leave Redemption:**

- A. Medical Examiner Investigator Classifications: An employee may elect to receive pay in lieu of up to eighty (80) hours (or for those with 10,400 hours or more of continuous County service up to one hundred twenty (120) hours) of annual leave at the employee's current base hourly rate of pay. In no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) or for those with 10,400 hours or more of continuous County service one hundred twenty (120) hours, of an employee's annual accrual in any one calendar year.
- B. Welfare Investigator Classifications: An employee may elect to receive pay in lieu of up to eighty (80) hours (or for those with 10,400 hours or more of continuous County service up to one hundred twenty (120) hours) of annual leave at the employee's current base hourly rate of pay. In no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) or for those with 10,400 hours or more of continuous County service one hundred twenty (120) hours, of an employee's annual accrual in any one calendar year.
- C. Employees Hired After Commencement Of The 2015-2018 Agreement: An employee may elect to receive pay in lieu of up to eighty (80) hours (or for those with 10,400 hours or more of continuous County service, up to one hundred (100) hours) of annual leave at the employee's current base hourly rate of pay. In no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) or for those with 10,400 hours or more of continuous County service one hundred (100) hours, of an

employee's annual accrual in any one calendar year. The parties recognize that on the date of adoption of the 2015-2018 Agreement, a single Medical Examiner Investigator position (# 00002340) was vacant. The parties agree that this sub-section "C" shall not apply to the Medical Examiner Investigator subsequently hired on April 24, 2016 to fill that vacant position.

D. An irrevocable election for any of the payments described in (A) or (B) or (C) of this section shall be made in the calendar year preceding that in which the payment is to be received subject to the following conditions:

1. 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.
2. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of the combined annual maximum described in (A) or (B) or (C) of this section. 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 prior calendar year are not allowed.

The Association 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 prior calendar year, if and only if the following conditions are met:

- a. 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.

- b. At the time the employee makes a request for a cash-out payment to be paid, the employee submits an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
 - c. This exception will expire December 31, 2020, as to employees entitled to Tier II retirement.
- 3. An employee must use eighty (80) hours of accrued annual leave during the twelve (12) months preceding a cash-out payment request. For Welfare Investigator classifications, one hundred twenty (120) hours of annual leave must be used in the twelve (12) months immediately preceding a cash-out payment request. For this purpose, "use" shall mean actually taking time off work and being paid annual leave pay for such time off. If the employee has not used the required accrued annual leave hours 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, or one hundred twenty (120) hours for Welfare Investigator classifications, in the preceding 12 months, the employee shall, for tax purposes, be considered to have had the unlimited right to cash out the amount of accrued annual leave the employee had elected to redeem for cash. If an employee is unable to meet the eighty (80) hour usage requirement, or for Welfare Investigator classification one hundred twenty (120) hour usage requirement, to cash out annual leave by the end of the year as a result of the denial of a written request (or requests) to use annual leave, the employee's election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the annual leave hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours requested in the denials and actual annual leave hours utilized by the employee in the election year must equal at a minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller's office at the time the request is made to void the election.

4. If an employee fails to request payment for the total annual leave hours elected for cash-out, the County shall unilaterally cash out the elected annual leave hours to the extent that an employee has accrued leave available before December 31 of the calendar year.
5. 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.
6. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem annual leave for pay in the subsequent calendar year.
7. 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 prior 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.
8. If it is subsequently determined by the Auditor-Controller, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to December 1, 2017 or substantially similar, will not trigger constructive receipt of income from accrued leave, the

SPOAVC may, at its sole option, compel the County to reopen negotiations in order to restore the leave redemption provisions in place prior to December 1, 2017 or something substantially similar that will not trigger constructive receipt of income from accrued leave.

9. The Human Resources Division and Auditor-Controller's Office shall develop forms and procedures for implementation of this program.

Sec. 905 **Advanced Annual Leave Credit:** Effective July 2, 2006, 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. 906 **Prior Sick Leave Accruals:**

- A. Current sick leave balances shall be frozen as of July 2, 2006. Sick leave may be used until the sick leave balance is exhausted. Payment for unused sick leave will be made.

Upon retirement or termination, except for cause, after 20,800 hours of continuous County service – 25%

- B. Employees requesting time off for illness or injury may use accumulated sick leave prior to using annual leave.
- C. Remaining sick leave credits shall be allowed to an employee for absence from duty because of serious illness or injury of members of his immediate family.

Sec. 907 **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 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/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 work days shall not be entitled to use annual leave for his/ her absence on any day after the 5 days unless and until he presents to his/her appointing authority a certificate signed by his/her physician stating that he 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. 908 **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. 909 **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. 910 **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 is on such temporary disability leave without pay.

Sec. 911 **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

ARTICLE 10 HOLIDAYS

Sec. 1001 **Holiday Policy:** Paid holidays shall be authorized only for regular full-time, regular less than full-time, and provisional employees. To be entitled to pay for such paid holidays, an officer or employee must be entitled to compensation for his regularly scheduled shift both the day before and the day after such paid holiday.

Sec. 1002 **Paid Assigned Holidays:**

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

If a paid assigned holiday falls on a Saturday, the 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 9/80 schedules, such Holiday Leave shall be equivalent to the work schedule for the day of the Holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this

section shall in no case exceed twelve (12) hours. Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above. Use of annual floating holiday leave requires prior management approval.

The purpose of granting annual floating holiday leave hours is to provide employees with an additional day off with pay. Therefore, an employee's annual floating holiday leave hours shall be utilized in their entirety to cover a single day's absence. In no instance will an employee be allowed to split his annual allowance of floating holiday leave hours over multiple days.

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

Sec. 1003 **Holiday Pay:** If a holiday falls within a biweekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within that biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then the hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours.

Sec. 1004 **Work On Holidays:** When an assigned holiday falls on a regularly scheduled work day, and the employee works the assigned holiday, such employee shall receive a cash payment at the then-prevailing hourly rate of pay for one and one-half (1-1/2) times the number of hours actually worked by such employee on the assigned holiday, in addition to payment for the number of hours normally worked by such employee on a regularly scheduled work day. The time and one-half payment described above for all hours actually worked on an assigned holiday, when that assigned holiday falls on a regularly scheduled workday, shall fulfill the overtime obligations of Article 8 of this Agreement. When an assigned holiday falls on a regularly scheduled day off, such employee shall receive a cash payment at the then-prevailing hourly rate of pay for the number of hours normally worked by such employee on a regularly scheduled work day.

For purposes of determining entitlement to holiday pay, when a regularly scheduled work day encompasses two (2) calendar days, the holiday is that day so designated on the Department's published work schedule.

**ARTICLE 11
SICK LEAVE**

- Sec. 1101 **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. Effective July 2, 2006, in accordance with Article 31, employees shall no longer accrue sick leave.
- Sec. 1102 **Maximum Sick Leave Accrual:** The maximum allowable sick leave accrual shall be eight hundred (800) hours except for the following conditions:
- A. An employee with a sick leave accrual in excess of eight hundred (800) hours as of July 11, 1976, shall have the option of either: (a) designating his July 11, 1976, accrual total as his new individual sick leave accrual limit; or (b) electing eight hundred (800) hours as his maximum accrual limit and receiving cash payments of twenty-five percent (25%) of employee's hourly rate for all hours in excess of eight hundred (800) hours.
 - B. An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual cash payment of twenty-five percent (25%) of his hours over the accrual maximum.
- Sec. 1103 **Advanced Sick Leave Credit:** New regular, full-time employees shall receive an advanced sick leave credit of 40.04 hours as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of 1,040 compensable hours of service or upon earlier separation.
- Sec. 1104 **Appropriate Uses Of Sick Leave:** Subject to the limitations set forth herein sick leave may be used as follows:
- A. Employee absence caused by the employee's illness or injury.
 - B. Employee absence for medical or dental office appointments that cannot be scheduled for the employee's day or hours off when authorized by agency/department head.

- C. Employee absence caused by the necessity of the employee's presence to attend to the illness or injury of members of his immediate family. For the purposes of use in this Section, "immediate family" shall mean: husband, wife, registered domestic partner, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, grandchild, grandparent, mother-in-law, and father-in-law of the employee.
- D. 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.
- E. Maternity leave as provided in these Articles.
- F. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification of a physician that such usage is medically required.
- G. If otherwise eligible, sick leave may be used in conjunction with State Disability in order to receive an amount approximately equal to the biweekly rate of pay the employee would have otherwise received had he actually worked his normal schedule.

Sec. 1105 **Departmental/Agency Responsibility For Administration:** Each agency/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. Any person absent from work on sick leave shall notify his department/agency head on the first day of such leave and as often thereafter as directed by his agency/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. 1106 **Physician's Certificate And Examination Following Absence From Duty:** An employee absent due to his illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his absence on any day after the five (5) days unless and until he presents to his appointing authority a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of his appointing authority or the Director-Human

Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at County expense.

Sec. 1107 **Cancellation Of Sick Leave On Termination:** Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by him at the time of such termination irrespective of whether or not such a person is subsequently employed by the County.

Sec. 1108 **Compensation For Unused Sick Leave Upon Termination Or Retirement:** The County shall make a cash payment of twenty-five percent (25%) of all unused sick leave upon occurrence of the following:

A. All employees with 10,800 hours or more of continuous County service shall, upon retirement or termination, except discharge for cause, receive a cash payment of twenty-five percent (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 in effect on the last day worked.

Sec. 1109 **Rate Of Pay While On Sick Leave:** Sick leave is compensable at the hourly rate earnable by the employee on each day that he is on sick leave.

Sec. 1110 **Use Of Sick Leave When Permanently Incapacitated:** Sick leave shall not be used to continue the pay of any employee after it has been determined by the County's Employee Health Services Physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement.

Sec. 1111 **Use Of Sick Leave For Maternity:** An employee may elect to use accumulated sick leave during periods in 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 (1) year available for maternity leave without pay.

Sec. 1112 **Sick Leave Benefits For Less Than Full-Time Employees:** Regular less than full-time employees shall receive sick leave benefits on a pro-rata

basis. Usage and maximum accruals of the sick leave benefits shall be governed by these Articles.

ARTICLE 12 INDUSTRIAL LEAVE

Sec. 1201 **Application For Industrial Leave:** Any employee absent from work due to illness or injury arising out of, and in the course of, employment may receive full compensation for the first twenty-four (24) working hours of such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by the Chief Deputy Executive Officer.

Sec. 1202 **Basis For Granting Industrial Leave:** Paid industrial leave shall be approved if:

- A. The accident or illness was not due to the employee's negligence; and,
- B. The absence for work is substantiated by a licensed physician's statement certifying that the nature of the illness or injury is sufficiently severe to require the employee to be absent from his duties during a rehabilitation period.

If the above conditions are met, such individual shall be paid for twenty-four (24) working hours following such accident or illness. Payment under this provision shall not be cumulative with any benefit which said employee may receive under the Labor Code of the State of California awarded as the result of the same injury.

Sec. 1203 **Supplement Paid Industrial Leave:** If the employee become eligible for payment under the Labor Code of the State of California, either through hospitalization or length of disability, for benefits for the first twenty-four (24) working hours of disability as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to his full, regular pay for the first twenty-four (24) working hours of disability if the conditions in Section 1202 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 pay.

Sec. 1204 **Use Of Other Leave:** If the request for paid industrial leave is denied, the employee may elect to use accumulated sick leave or accrued vacation time

to receive full compensation for the initial twenty-four (24) working hours following the accident or illness.

- Sec. 1205 **Full Pay:** Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take as much of his accumulated sick leave or accumulated vacation so as when added to his temporary disability indemnity, it will result in payment to him of his full, regular pay.
- Sec. 1206 **Employment Status While Receiving Temporary Disability Indemnity:** An employee who has exhausted his industrial leave with pay as provided in Section 1202 of these articles and who is entitled to receive temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed to be on temporary disability leave of absence without pay. This temporary disability leave of absence shall terminate when such employee returns to work or when such employee is no longer entitled to receive temporary disability indemnity under Division 4 or 4.5 of the Labor Code.
- Sec. 1207 **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 1206 shall be entitled to accrue the same sick leave credits he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1208 **Vacation Accrual While On Temporary Disability:** An employee who is on temporary disability leave of absence as provided in Section 1206 shall be entitled to accrue the same vacation credit he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1209 **Holiday Accrual While Disabled:** An employee who is on temporary disability leave of absence as provided in Section 1206 shall be entitled to accrue the same holiday credits he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1210 **Health Plan Contribution:** For employees on temporary disability leave of absence without pay as provided in Section 1206, 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. 1211 **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. 1212 **Relationship To Labor Code:** Payment of wages during injury as set forth in this Section shall be subject to the provisions of the Labor Code.

Sec. 1213 **Welfare Investigator Industrial Leave:** Notwithstanding any other provisions of this Agreement, payment of industrial disability compensation salary for absence to Welfare Investigators caused by a work related injury or work related illness shall be governed by the applicable section (i.e. Section 4850) of the Labor Code of the State of California.

**ARTICLE 13
LEAVES OF ABSENCE**

- Sec. 1301 **Leaves Of Absence - General Policy:** Leave of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training or assisting other public jurisdictions, may be granted by the appointing authority not to exceed one (1) year, when such leave is in the best interests 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. 1302 **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. 1303 **Early Return From Leaves Of Absence:** An employee absent on authorized leave may return to work prior to expiration of the period of authorized leave upon receiving permission thereto from the appointing authority after providing any necessary medical release.
- Sec. 1304 **Bereavement Leave:** Any employee may be allowed to be absent from duty for up to three (3) working days without loss of pay because of the death of a member of his immediate family. When travel to distant locations or other circumstances requires absence in excess of three (3) consecutive working days, the appointing authority may allow the use of accrued vacation, or up to two (2) days of accrued sick leave to supplement the three (3) working days provided in this Section. For the purposes of this Section, "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, step-brother, sister, step-sister, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-parent of an employee.
- Sec. 1305 **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. 1306 **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 or Federal law. Additional leave, up to a total combined maximum of one year, may be granted by the appointing authority.

Sec. 1307 **Parenthood Leave:** Upon approval by the Department or Agency Head, an employee may be granted a Parenthood Leave without pay of up to six (6) months in connection with the legal adoption of a child provided the employee meets the following conditions:

- A. The requested leave is within six (6) months after the expected date of placement of the adopted child.
- B. Sufficient documentation of adoption is submitted with the request for leave.
- C. All accrued vacation time has been applied toward the absence.

Employees taking Parenthood Leave shall not be eligible for the continuation of health insurance contribution as provided in Article 4.

ARTICLE 14
LESS THAN FULL-TIME EMPLOYEES

Benefits for employees designated as regular, less than full-time who regularly work less than eight (80) hours per biweekly pay period and work less than one-thousand, six hundred and sixty four (1664) hours per calendar year shall be limited to those specifically provided in this Agreement. Such benefits shall accrue on a pro-rata basis but shall in no case accrue based upon hours worked in excess of eighty (80) in a biweekly pay period. This Section shall not apply to employees involuntarily placed on a part-time schedule.

**ARTICLE 15
PROBATIONARY PERIOD**

Sec. 1501 **Length Of Probationary Period:** The probationary period is 2,080 compensable hours exclusive of overtime. If federal, state or local law requires a longer probationary period, such law shall prevail. The probationary period for less than full-time employee shall equal the same number of hours (2,080) that have to be served by a full-time employee.

Sec. 1502 **Employees Who Must Serve Probationary Periods:** The following employees shall serve probationary periods:

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

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

Prior service in a Manpower training/work program shall be considered part of the probationary period only if such service was performed within the same classification and within the same department or agency in which such employee is employed.

- Sec. 1503 **Extension Of Probationary Period:** Employees serving a probationary period may request and the Department/Agency Head on his own initiative may authorize an extension of the probationary period of an additional 80 to 1,040 hours of compensable service in 80-hour increments where insufficient training, marginal performance and other related factors warrant such extension. This authorization shall be in writing. The Agency/ Department Head shall give a two (2) week notice in writing to the Director-Human Resources and the employee of any extension and the reasons therefore. Upon request of the employee, management shall consult on such extension with the employee and a representative of SPOAVC.
- Sec. 1504 **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 three (3) months from the date of appointment and at least ten (10) 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. 1505 **Return To Previous Position:** A promoted employee who is dismissed during his probationary period, except if the cause warrants action to dismiss him from the County Service, shall (in order):
- A. Return to the position in which he held permanent status; or,
 - B. Accept a position in the same class in another agency/department, 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 held permanent status, with the right to be restored to his original classification when the vacancy occurs. He need not serve a new probationary period if he 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.

Sec. 1506 **Pay On Probationary Demotion:** When an employee in an initial probation demotes to a lower class, the employee may, with the approval of the Director of Human Resources, be assigned a rate of pay at any point within the range of the lower classification that is less than or equal to the rate that was received in the higher class.

ARTICLE 16
PERFORMANCE REVIEWS

Sec. 1601 **Administration Of Evaluation Program:** Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the Director-Human Resources according to the below schedule. One copy of each fully completed and signed report shall be given to the employee.

Probationary Evaluations	In accordance with the schedule detailed in Section 1504 and after 1,040.
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Annual Performance Evaluations	Upon completing 3,120 hours of compensable service after hire or promotion, and after completing every 2,080 hours of compensable service thereafter.
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Sec. 1602 **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 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/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. 1603 **Confidentiality Of Performance Evaluations:** Performance evaluation 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 representative may inspect such evaluations.

ARTICLE 17
PERFORMANCE PROBLEMS

Sec. 1701 **Counseling:** In the event an employee's performance is unsatisfactory or needs improvement, informal counseling shall be provided by the employee's first-level supervisor. A copy of any documentation of such counseling shall be given to the employee as it is developed. Any documentation of informal counseling shall only be inserted in the employee's department/agency personnel file and such documentation of informal counseling shall not be referenced in any subsequent performance evaluation. A copy of such documentation shall remain in the employees department/agency file for up to one (1) year, at which point it will be destroyed.

Sec. 1702 **Written Reprimands:** For disciplinary reasons or, if following the counseling referenced in Section 1701, an employee's performance does not improve and disciplinary action could result, a written report shall be prepared, including specific suggestions for corrective action, if appropriate. A copy shall be given to the employee and a copy filed in his personnel file(s) provided that such letters of written reprimand shall not be referenced in any performance evaluation. If no additional discipline has been imposed during the intervening period, each report shall be removed from the employee's file at the end of two (2) years upon written request 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 arbitrations arising from appeals or grievance after the two-year period provided for under this Section.

Pursuant to Section 3300 et seq (particularly Section 3301) of the California Government Code (CGC) and Section 830.35 of the California Penal Code (CPC), a Welfare Fraud Investigator (WFI) who desires to administratively appeal receipt of a written reprimand shall utilize the following procedure, provided that the availability of this administrative procedure shall not deprive the WFI of any rights under the Section 3309.5 of the CGC.

- 1) Within twenty-one (21) calendar days of receipt of the written reprimand, the WFI may discuss his/her appeal in a meeting with the Deputy Chief Investigator.

2) Within fourteen (14) calendar days from the day of the discussion with the employee, the Deputy Chief Investigator shall verbally respond to the employee's appeal.

3) Within fourteen (14) calendar days of receipt of the verbal response to the appeal, an employee may file a formal written appeal with the Department Head.

4) Within fourteen (14) calendar days of receipt of the written appeal, the Department Head or his/her designated representative (who has not been involved in prior steps of the appeal), shall meet with the employee, thoroughly review the matter, and give the employee a written decision. The written decision of the Department Head shall be final as to the disposition of the appeal.

Sec. 1703 Notwithstanding the provisions of Sections 1701 and 1702 above, nothing precludes management from citing and/or evaluating, in the employee's annual performance evaluation, the events or behavior which resulted in the documentation of informal counseling or written reprimand. If, in management's opinion, the employee's performance or behavior which led to the documentation of informal counseling or written reprimand has improved, such improvement should be noted in the employee's subsequent annual performance evaluation.

Sec. 1704 **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.

Sec 1705 **Complaints of Harassment or Discrimination:** Pursuant to Section 3300 et seq (particularly Section 3301) of the California Government Code and Section 830.35 of the California Penal Code all allegations of harassment or discrimination made against a Welfare Fraud Investigator shall be investigated by District Attorney's Office Personnel Investigators as a formal inquiry with all the due process protections afforded by the Public Safety Officers Procedural Bill of Rights.

Sec 1706 Applicability of the Public Safety officers Procedural Bill of Rights:
Pursuant to Section 3300 et seq (particularly Section 3301) of the
California Government Code and Section 830.35 of the California Penal
Code, the provisions of the Public Safety Officers' Procedural Bill of Rights
Act shall be operative with respect to Welfare Fraud Investigators
irrespective of whether the State of California reimburses the County for
costs incurred in implementing its provisions.

**ARTICLE 18
PERSONNEL FILE**

Sec. 1801 **Employee Acknowledgment Of Material Placed In Personnel File** (Medical Examiner Investigators): No material relating to performance appraisal, salary action or disciplinary action shall be placed in the personnel file of an employee without the employee first being given the opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it.

(Welfare Fraud Investigators): Pursuant to Section 3300 et seq (particularly Section 3301) of the California Government Code and 830.35 of the California Penal Code, no public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on the document, and signed or initialed by such officer. SPOAVC agrees that, in the event a SPOAVC Representative is asked to advise any such officer, the SPOAVC Representative will encourage an officer who refuses to sign that s/he must evidence that fact as provided above.

Sec. 1802 **Full Right Of Inspection Of Employee Personnel File:** With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of his personnel file, or he may designate in writing his representative to inspect the file. The employee shall also be entitled to copy, at his/her own expense and at the standard rates charged by the County to the general public, those items in his/her personnel file which s/he has the right to inspect. The employee shall contact the employee assigned to the Personnel Department to schedule a time at which the file may be copied.

ARTICLE 19
TRANSFERS AND REASSIGNMENTS

- Sec. 1901 **Definition:** A transfer is a voluntary change, initiated by request of the employee, from one department or agency to another in the same or similar classification, or a change from one class to a similar class within a County department or agency. A reassignment is an involuntary change, from one department/agency to another, from one unit/division within a department/agency to another, or from one class to a similar class within a department/agency initiated by management.
- Sec. 1902 **Minimum Qualifications:** A person must meet the minimum qualifications of the classification to which he is to be transferred. Employees who have not completed their probationary period shall not be eligible for transfer.
- Sec. 1903 **Rate Of Pay And Merit Increase Hours Needed On Transfer And/Or Reassignment:** If the transfer and/or reassignment occurs within the County Service, there shall be no change in the rate of pay and merit increase hours needed will not be reset. Any regular employee may be transferred and/or reassigned from one position to another in either the same classification or to one which has the same pay range. An employee so transferred and/or reassigned shall not have his merit increase hours needed reset.
- Sec. 1904 **Probationary Period On Transfer:** If the transfer and/or reassignment occurs within the County Service, the employee shall not be required to serve another probationary period.
- Sec. 1905 **Approval Of Transfer:** All transfers must have the written approval of the appointing authorities concerned and the Director-Human Resources.
- Sec. 1906 **Transfer To Another Department/Agency:** Any employee wanting to transfer to another department/agency shall submit a request in writing to the Director-Human Resources indicating his desire to transfer, his present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 1907 **Consideration For Appointment Of Person Requesting Transfer:** Whenever the Director-Human Resources receives a request for certification of eligible to an appointing authority, all persons who, within one (1) year from the date of certification request, have requested a transfer shall have their names submitted to the appointing authority for

consideration for appointment and shall be so notified. Such consideration shall be made in accordance with the provision of Section 808 of the Ventura County Personnel Rules and Regulations.

Sec. 1908 **Transfer Within Agency/Department:** An employee desiring transfer to another position in the same Agency/Department within which they are employed, may request consideration for transfer by memo to the designated Agency/Department 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.

Sec. 1909 **Duration Of Transfer Request:** A transfer request shall not be honored for more than one (1) year. In addition, a transfer request may be invalidated for any of the following reasons:

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

**ARTICLE 20
REDUCTIONS IN FORCE**

Sec. 2001 **Layoff Procedure:** Whenever there is a reduction in force, one or all of the following may occur, until the situation which necessitated the reduction in force has been eliminated:

- A. All incentive or differential payments to existing employees shall cease.
- B. Except for emergency situations as declared by the County, no overtime will be authorized or paid.
- C. All merit increases may be delayed twenty-six (26) pay periods.
- D. Employees shall be laid off in the following order:
 - 1. Extra help employees
 - 2. Provisional employees
 - 3. Fixed term (only those positions filled with Regular and Probationary employees).
 - 4. Temporarily promoted employees
 - 5. Probationary employees
 - 6. Employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have received a disciplinary suspension of more than one (1) scheduled work day, demotion or reduction in pay equal to a suspension of more than one (1) scheduled work 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.
 - 7. Regular employees.

Sec. 2002 **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 or regular less than full-time employee, shall be counted as continuous County service seniority. A separation from the County service shall be the only cause for interrupting employment with the County. A separation of three (3) or fewer days shall not be considered a break in service. All authorized leaves of absence shall not constitute a break in service, but all time spent on a leave of absence shall not count toward seniority.

Sec. 2003 **Order Of Layoff:** The determination of which employee(s) shall be laid off shall be made within each Agency/Department on a classification by classification basis. The County shall designate classification(s) to be affected. The order of layoff shall be determined by length of seniority.

The order of layoff shall be in reverse order of the employee's seniority. If two (2) or more employees have identical seniority status, then such employee(s) shall be laid off in the order determined by the appointing authority.

Sec. 2004 **Transfer In Lieu Of Demotion:** A regular employee who is to be laid off shall have the right to transfer and/or voluntarily demote and transfer to any vacant position in the employee's Agency/Department 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(s) with the greatest seniority shall have the right to fill such vacancy(ies). If the seniority status of these employees is equal, the appointing authority shall have the right to fill such vacancy.

Sec. 2005 **Demotion In Lieu Of Layoff:** If there are no vacant positions to which a regular employee who is to be laid off can transfer and/or demote and transfer, then such regular employee shall have the right to demote to any class within his Agency/Department in which that employee previously held permanent status. Bumping shall not be restricted to classes within a bargaining unit. Should an employee bump into a class in another bargaining unit, then the layoff procedures applicable to that bargaining unit shall be controlling. There does not need to be a vacant position within the classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee was demoted, then such layoff shall be made in accordance with the provisions of the agreement which is controlling for the classification.

Sec. 2006 **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 or agency reemployment list shall have priority over the County-wide list. Eligibles on the Reemployment List shall be ranked in reverse order of the order of layoff. Each person's name shall remain on such list for a period of two (2) years following the date that their name was placed on such eligible list, or until they have been re-employed, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the Ventura County Personnel Rules and Regulations, whichever occurs first. Eligibles on the reemployment list shall be re-appointed to vacant positions as they occur in the classification and agency/department in which they were employed immediately prior to layoff.

Sec. 2007 **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 Agency/Department classification reinstatement list shall have priority over the County-wide Classification Reinstatement list. Eligibles on the Classification Reinstatement List shall be ranked in reverse order of the order of their demotions. Each person's name may remain on such list for a period of two (2) years following the date that their name to the classification from which they were demoted, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the Ventura County Personnel rules and Regulations, whichever occurs first. To remain on a Classification Reinstatement List, a person must maintain status as a County employee. Eligibles on the Reinstatement List shall be re-appointed 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. 2008 **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 re-appointed. Whenever a person becomes ineligible for reemployment and such person has not been re-employed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Section 1108 of this Agreement.

- B. **Seniority** - For laid off employees, upon re-employment such employees shall have their seniority status held immediately prior to layoff reinstated and all time spent on layoff shall be treated as an authorized leave of absence without pay.

- C. **Rate of Pay** - Laid off employees who are re-employed, or demoted employees who are reinstated to the classification demoted from, shall receive pay equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the pay range of the classification, whichever is less, upon re-employment or classification reinstatement.

- D. **Vacation Accrual Rates** - Laid off employees who are re-employed shall have the vacation accrual rate they held immediately prior to layoff restored.

- E. **Merit Increase Hours Needed** -An employee who is re-employed while in a layoff status shall retain the merit increase hours needed as of the time of the layoff.

- F. **Retirement Contributions** - Upon re-employment, 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, re-employment and/or classification reinstatement policies shall use the grievance procedure to resolve their dispute and shall not have any such allegation considered under any other County administrative procedure.

Sec. 2009 **Priority Of Lists:** The order of priority of eligible lists for certification to an appointing authority shall be: Classification Reinstatement List, Reemployment List, Agency/Department Promotional List, County wide Promotional List, County Service Reinstatement List, and Open List.

ARTICLE 21
PRODUCTIVITY

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

ARTICLE 22
NO STRIKE/NO LOCKOUT

During the term of this Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by the Association, and no lockouts shall be made by the County.

If this section is violated, the party committing the violation shall lose all rights under this Agreement.

**ARTICLE 23
NON-DISCRIMINATION**

No Discrimination/ Equal Opportunity Employment: The provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or functional disability.

ARTICLE 24
COUNTY RIGHTS

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

The County may exercise its right to use a time and attendance system, which will integrate with the Ventura County Human Resources Payroll system.

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

**ARTICLE 25
GRIEVANCE PROCEDURE**

Sec. 2501 **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 Agreement.
- B. The sections of the Personnel Rules and Regulations incorporated into this agreement 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. 2502 **Matters Excluded From The Grievance Procedure:** Except as provided in Section 2501, 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.

Sec. 2503 **Procedure:**

- A. **Informal Discussion**
 - 1. Within twenty-one (21) calendar days from the date of the action causing the complaint, the grievant shall discuss his complaint in a meeting on County time with his immediate

supervisor. In the case of a complaint of illegal discrimination, the employee has the option of discussing it with a member of the Agency/Department Affirmative Action Committee or the Agency/Department Affirmative Action Officer.

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

B. Formal Complaint - Step 1, Division Head:

1. Within seven (7) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance with the Chief Investigator or Chief Medical Examiner, as appropriate. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form, furnished by the county. Such written grievance shall:
 - a. Fully describe the grievance and how the employee was adversely affected;
 - b. Set forth the section(s) of the Agreement, Personnel Rules and Regulations, and/or written policies violated;
 - c. Indicate the date(s) of the incident(s) grieved;
 - d. Specify the remedy or solution to the grievance sought by the employee.
2. Within seven (7) calendar days the from receipt of the grievance, the Chief Investigator or Chief Medical Examiner or their authorized representative shall meet with the employee and within seven (7) calendar days from said meeting, give his answer in writing. The employee may be accompanied by his designated representative at such a meeting.

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

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

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

2. Within five (5) calendar days after receiving the completed grievance form, the agency/department head or his designated representative shall meet with the employee and they shall thoroughly discuss the grievance. The Agency/Department Head shall give his written decision within fifteen (15) calendar days after the discussion.
3. On matters that do not concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Agreement or past practice within the Agency/Department, the written decision of the agency/department head shall be final as to the disposition of matters within his authority.

Sec. 2504 **Responsibility And Authority Of Respondents:** Respondents at each level of the grievance procedure are empowered to resolve disputes only by properly applying existing provisions of this Agreement, they cannot alter, amend, change, add to or subtract from any of the terms of this Agreement.

Sec. 2505 **Arbitration:**

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

- B. The Arbitrator shall be selected by mutual agreement. In the event mutual agreement cannot be reached on an arbitrator within fifteen (15) calendar days of the receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to list a panel of 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 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.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the Agreement in respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the County, the Association, and the Employee affected, subject to judicial review.
- E. If either the County or the Association shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this Agreement, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional questions is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he shall refer the case back to the parties without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

- Sec. 2506 **Mediation:** Prior to an arbitration hearing, the Association 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 the Association and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.
- Sec. 2507 **Waiver And Limits:** Grievances may, by mutual agreement, be referred back for further consideration or discussion to prior steps or advance to a higher step in the grievance procedure. Time limits specified in the grievance procedure of this Agreement may be waived by mutual written agreement. Should the County fail to respond orally and/or in writing when required within the specific time limits, the grievance shall be automatically progressed into the next step of the grievance procedure. Likewise, should the Association and/or the grievant fail to initiate or appeal any grievance within the specific time limits, the grievance shall be considered waived and abandoned for all purposes.
- Sec. 2508 **Time Off For Grievance Resolution:** An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by his appointing authority to process, prepare and resolve his grievance.
- Sec. 2509 **Grievances And Rule Or Memoranda Changes:** Grievances shall be arbitrated on the basis of the Rules, Memorandum, Agreement, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.
- Sec. 2510 **Full Disclosure:** At that step of the grievance procedure described in Section 2503-C, and during any efforts to resolve the matter prior to submission to arbitration or, in the event the issue is submitted to arbitration, on or before the last date for cancellation without incurring costs as determined by the selected Arbitrator, the grieving employee and/authorized representative shall disclose to the County Representatives a full and detailed statement of both the facts and the provision(s) of the Agreement relied upon and specify the remedy sought.

ARTICLE 26
DISCIPLINARY ARBITRATION

Sec. 2601 **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. 2602 **Written Order For Demotion, Suspension, Reduction In Pay, Dismissal:** The continuing employment of every regular employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, or demoted and suspended for cause as specified in Section 2603 by the appointing authority in the following manner:

- A. The appointing authority shall serve upon the employee a Notice of Proposed Disciplinary Action stating the nature of the proposed action and its effective date. Such Notice shall also set forth in writing the reasons for the proposed disciplinary action, a statement of the charges upon which the action is to be based, a notice to the employee that he has the right to review the materials being used against him, and a statement advising the employee that he has a right to respond to the charges. A duplicate of that Notice must be filed with the Director-Human Resources and SPOAVC.
- 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 the right to have a SPOAVC representative if he so chooses.
- C. At the completion of the period provided in "B" above, the appointing authority shall review the employee's response, if any, and make a determination whether to cancel, amend, or sustain the proposed action. If the appointing authority decides to amend or sustain the proposed action, the employee will be served with Notice of Disciplinary Action again setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based.

The Notice of Disciplinary Action shall also advise the employee that the action being taken is final, and apprise him of his right to request that SPOAVC submit the matter to arbitration within fourteen (14) calendar days.

A duplicate of that Notice must be filed with the Director-Human Resources and SPOAVC.

- Sec. 2603 **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, insubordination, dishonesty, drunkenness on duty, intemperance, addiction to the use of narcotics or habit forming drugs, inexcusable absence without leave, conviction of a felony or misdemeanor involving moral turpitude, immorality, discourteous treatment of the public or other employees, improper political activity in violation of Article 24 of the Ventura County Personnel Rules and Regulations or 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. 2604 **Disciplinary Reduction In Pay:** In accordance with the necessity for taking disciplinary action, the pay of a SPOAVC represented employee may be reduced by either 2% or 5% for a period of time not to exceed thirteen (13) pay periods for any one offense.
- Sec. 2605 **Suspension Without Pay:** Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no pay shall be given the suspended employee for the duration of his suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of vacation and sick leave accruals.
- Sec. 2606 **Demotion:** The employee may be demoted to a classification which has a lower pay range than the position currently occupied. In cases of disciplinary demotion, the rate of pay of the employee shall be adjusted to a point in the pay range of the position to which he has been demoted which is approximately 5% lower than the rate of pay he was receiving in the higher class. If the top step of the pay range of the position to which he has been demoted is more than 5% lower than the rate of pay he was receiving in the higher class, the employee shall receive the top step of the pay range of the position to which he has been demoted. An employee so demoted shall not have his merit increase hours needed reset.

Sec. 2607 **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 SPOAVC may request arbitration of any disciplinary action taken against an employee during his probationary period.

A promoted employee who is dismissed during his probationary period shall return to the position in which he held permanent status, if vacant, or any other vacant position in his former classification in the Agency/Department. If no such vacancy exists, every reasonable attempt will be made by the appointing authority to retain the employee in an underfill capacity. Only if there is no vacancy and the appointing authority is unable to make reasonable accommodation, the employee shall be placed on a leave of absence without pay not to exceed one year and shall be granted the first position that becomes available in his former classification. The above provisions shall not apply if the cause of the dismissal warrants dismissal from County service. If the cause for dismissal warrants dismissal from County service, the employee may request that SPOAVC submit the matter to arbitration.

Sec. 2608 **Non-Discrimination:** Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, functional limitation, or Association activity.

Sec. 2609 **Request For Arbitration:** If an employee wishes to appeal a disciplinary action, he shall ask that the matter be submitted to arbitration by SPOAVC. If SPOAVC concurs, it shall submit to the Director-Labor Relations, in writing, within fourteen (14) calendar days of the employee's receipt of the Notice of Disciplinary Action, a request that the matter be submitted to arbitration. Upon receipt of SPOAVC's request, the Director-Human Resources shall, within fourteen (14) days, request a panel of five (5) names from the State Medication and Conciliation Service or some other mutually agreeable list. Within seven (7) calendar days of the receipt of that list, the parties shall jointly select an arbitrator. In the event the parties are unable to select an arbitrator, they shall alternately strike names from the list with the last name being the arbitrator selected. The party striking the first name shall be determined by lot.

Prior to an arbitration hearing, the Association and the County, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the matter. Any resolution

reached by the mediator must have the agreement of the Association and the County. In the event the issue is not resolved, concessions agreed to or offered during mediation shall not be admissible as a subsequent arbitration hearing.

Sec. 2610 **Arbitration Costs:** The costs of the arbitrator shall be paid by the losing party. In the event the arbitrator modifies the discipline imposed, the costs shall be shared equally by the parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If a cancellation fee is imposed on the parties by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.

Sec. 2611 **Scope Of Arbitrator's Authority:** The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article or any other terms of this Agreement. If the Arbitrator finds that some or all of the charges are true, then he shall make a decision confirming or modifying the action of the appointing authority provided, however, that his authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 2602. The arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 2605, 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, SPOAVC.

Sec. 2612 **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 the 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. 2613 **Arbitrability:** If either the County or SPOAVC 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 shall hear the case on its merits at the same hearing in which jurisdictional question is presented. In any case, where the Arbitrator determines that such appeal fails to meet said test of arbitrability, he shall refer the case back to the parties without a decision or recommendation on its merits.
- Sec. 2614 **Report Of Hearing:** The Arbitrator shall render his report to the parties in writing, including reasons for any decision, within thirty (30) calendar days of the completion of the hearing. Failure to comply with this provision shall result in the automatic waiver of all arbitration, per diem, preparation, and related fees.
- Sec. 2615 **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 excepted to at the arbitration by the party marking the application or motion.

Sec. 2616 **Application For Vacation Of Order:** The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of his order and shall designate the grounds upon which vacation is requested.

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

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

ARTICLE 27
FULL UNDERSTANDING, MODIFICATION, WAIVER

- Sec. 2701 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- Sec. 2702 A. It is the intent of the parties that this Agreement be administered in its entirety in good faith during its full term. It is recognized that during such term, it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify the Association indicating the proposed change prior to its implementation.
- B. Where such change would significantly affect the working conditions in the unit; where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act and where the Association requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.
- C. Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Association of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.
- D. Where Management makes any changes in working conditions because of the requirements of federal or state law, the County shall not be required to renegotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.
- Sec. 2703 Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other

shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Agreement.

Sec. 2704 Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

Sec.2705 The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 28
AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be the County's Director-Labor Relations or his/her duly authorized representative.
- B. The Association's principal authorized agent shall be its President or his/her duly authorized representative.

ARTICLE 29
PROVISIONS OF LAW

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

**ARTICLE 30
ASSOCIATION RIGHTS**

Sec. 3001 **Association Business and Paid Work Time:** The County agrees to authorize up to three (3) County employees who are members of the Board of Directors of the Association one (1) hour per month paid County time to attend Association Board meetings. The President of the Association, one of the three County employees noted, is also authorized to use up to eighteen (18) additional hours per year with Agency/Department head approval to attend recognized employee organization conferences.

It is further agreed that officers, executive board members, and all other Association Representatives will conduct all other Association business (except for time spent in negotiations, grievance resolution, and testifying before the Civil Service Commission or an arbitration hearing) on their own time by utilizing vacation time or leave without pay.

Sec. 3002 **Unit Representatives:** The Association may designate a unit representative in each Agency/Department to represent employees covered by this Agreement. The Association shall submit to the County a list of unit representatives within 30 days following the signing of this Agreement. The list is to be updated on at least a semi-annual basis.

When requested by a unit employee, a unit representative may represent the aggrieved unit employee under the Grievance Procedure, and the county shall grant the representative a reasonable amount of official or administrative leave for this purpose.

Sec. 3003 **Negotiating Committee:** The committee authorized by the Association to consult, meet and confer, or negotiate collectively shall consist of not more than three (3) employees 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 between 8:00 a.m. and 5:00 p.m. whenever possible and at a time and place mutually acceptable to all parties. Additional employee members shall be compensated when approval and authorization for such payment has been made by the County.

- Sec. 3004 **Employee Orientation:** When invited to do so by the head of an Agency/Department, representatives of the Association may participate in training or orientation sessions for employees in that department or agency.
- Sec. 3005 **Employee Lists:** The County shall notify the Association of employees hired and/or terminated within this bargaining unit.
- Sec. 3006 **Union Sponsored Deductions:** In the event the Association wishes to utilize a new/additional payroll deduction code for an Association Sponsored activity, the Association shall make a request of the County Auditor-Controller. Dependent upon the availability of additional codes and the agreement of the Auditor-Controller, a new/additional code may be instituted. Upon such approval, the Association shall pay in advance to the County Auditor-Controller the sum of nine hundred fifty dollars (\$950) for activating the new/additional code. Existing codes and changes shall be processed without cost to the Association.

The County and the Association agree that both parties shall be saved, indemnified, and held harmless from any liability due to errors and omissions arising out of the other party's use of the Association-sponsored deductions codes.

- Sec. 3007 **Interdepartmental Messenger Service (Brown Mail):** The County's interdepartmental messenger service (brown mail) may be used for individual business-oriented communication between employees and the officers, representatives, and Board members of the Association, provided that:
- A. Association representatives shall pick up and deliver all messages being communicated outside the County's normal distribution route on their own time; and,
 - B. All mass communications intended for broad departmental distribution shall be approved in advance by the Chief Administrative Officer or his designated representative.
- Sec. 3008 **Meeting Space:** Upon written request of the Association, the County may provide meeting space outside working hours, provided such place is available and the Association complies with all departmental rules and policies of the Board of Supervisors.

Sec. 3009 **Bulletin Boards:** The County will designate a bulletin board or a portion of an existing bulletin board in each Agency/Department employing individuals covered by this Agreement for the exclusive use of the Association. The space allotted shall not be less than 2' x 3' or more the 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the Agency/Department Head or his designated representatives. If the Agency/Department Head objects to the contents of such material, he shall immediately notify the Association President or an Association representative. Such material shall be removed from the board, based upon the Agency/Department Head's objections and if an agreement cannot be reached between the Association and the Agency/Department Head, the matter shall be immediately referred to the Director-Human Resources for resolution. If either party objects to the Director-Human Resource decision, that party has the alternative of filing an unfair labor practice charge before the Civil Service Commission. The Association is responsible for posting material upon the designated bulletin board and for neat and orderly maintenance thereof. Such material shall be signed and dated by a representative, officer, or the President of the Association.

Sec. 3010 **Display Of Materials:** Within the non-working areas of all departments/agencies employing individuals covered by this Agreement, a specific area shall be provided to be used for the display and distribution of Association materials and information. Regulations governing said display and distribution shall be the same as those contained in Sections 3009 of this Article.

ARTICLE 31
Term Life Insurance

Sec. 3101 Term Life/Accidental Death and Dismemberment Insurance: Effective April 22, 2018, the County shall provide a term life/accidental death and dismemberment insurance policy to all employees covered by this Agreement in the amount of fifty thousand dollars (\$50,000). Additional group term life insurance may be purchased at the employee's expense. The above-described life insurance is only in effect as long as County employment continues.

THE FOREGOING ARTICLES ARE HEREBY AGREED TO
ON THIS 17TH DAY OF APRIL, 2018, BY:

FOR THE COUNTY:



Craig Leedham
Ventura County Labor Relations



Mike Currow
Ventura County Labor Relations



Sandra Ambriz
Ventura County Labor Relations



Jeremy Sanders
Ventura County Labor Relations



Yvonne Martinez
Ventura County Labor Relations

FOR SPOAVC:



Marielena Miller
President



James Baroni
Treasurer



Damian Stefford
Representative