

**AMENDMENT TO THE MEMORANDUM OF
AGREEMENT BETWEEN THE COUNTY OF VENTURA AND
THE VENTURA COUNTY PROFESSIONAL PEACE OFFICERS' ASSOCIATION –
PROBATION UNIT**

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the County of Ventura ("County") and the Ventura County Professional Peace Officers' Association – Probation Unit (VCPPOA) which sets forth the terms and conditions of employment of all County employees represented by VCPPOA for the period between September 14, 2021, and June 30, 2024.

The County and the VCPPOA agree to amend the 2021-2024 MOA as follows:

1. Article 5, add Section 522, "PAY ADJUSTMENTS WITHIN THE EXISTING PAY/SALARY RANGE", as follows:

Sec. 522

PAY ADJUSTMENTS WITHIN THE EXISTING PAY/SALARY RANGE: Effective the first full pay period after approval by the Board of Supervisors, upon recommendation by the Agency/Department Head and with the approval of the County Executive Officer, a pay/salary adjustment within the existing pay/salary range of an identified job classification (e.g., Corrections Services Officer I) or classifications (e.g., Corrections Services Officer I-III) may be granted for some or all individuals employed in any such job classification(s) within an organizational unit (e.g., Juvenile Facility) or entire Agency/Department (e.g., Probation Agency), so long as an individual is not already at the top step of the existing pay/salary range. The incumbents must be regular, permanent employees and the request to the County Executive Officer by the Agency/Department Head must be accompanied by a performance evaluation for each employee in the classification who is to receive a pay adjustment under this section (abbreviated will be acceptable) demonstrating that each such employee is meritorious of the pay adjustment. Adjustments granted under this section will not cause the top step of the salary range to be increased nor permit any employee to receive pay above the established pay/salary range.

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

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

2. Article 6, add Section 610, "SUPPLEMENTAL PAY PREMIUM", as follows:

Sec. 610 **SUPPLEMENTAL PAY PREMIUM: Effective the first full pay period after approval by the Board of Supervisors, employees in classifications and/or specific positions designated by the Chief Probation Officer (CPO), with the approval of the County Executive Officer (CEO) or their designee, may receive a Supplemental Pay Premium (SPP) to address critical staffing needs in the Juvenile Facility caused by a natural disaster/emergency, local health emergency or any other event that the CPO declares to be a staffing emergency.**

When activated, designated employees shall receive an SPP of an additional ten-percent (10%) of their hourly base rate of pay for all hours worked at the Juvenile Facility that are in excess of the employee's regularly scheduled hours. To be eligible for the SPP, the employee must work all regularly scheduled shifts in that pay period.

At any time, the CPO may deactivate application of the SPP.

3. Revise Article 7 "HEALTH INSURANCE", as follows:

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

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

Regular employees may elect to be covered by the County of Ventura Flexible Benefits Program. The County shall contribute a bi-weekly contribution amount as approved by the Board of Supervisors to be allocated to the purchase of any benefit option under the County's Flexible Benefits Program and subject to the provisions set forth below for full-time and part-time regular employees.

A. For regular, full-time employees enrolled in the County of Ventura Flexible Benefits Program, subject to terms and conditions of the plan document, the County shall continue to contribute a bi-weekly contribution amount as follows ("County Contribution"):

Effective December 12, 2021, the County shall contribute an amount not to exceed \$507 per bi-weekly pay period towards the Flexible Benefits Program for each regular full-time employee.

Effective December 11, 2022, the County shall contribute an amount not to exceed \$557 per bi-weekly pay period towards the Flexible Benefits Program for each regular full-time employee.

Effective December 10, 2023, the County shall contribute an amount not to exceed \$607 per bi-weekly pay period towards the Flexible Benefits Program for each regular full-time employee.

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

- B. For regular part-time employees enrolled in the County of Ventura Flexible Benefits Program, subject to the conditions of the plan document, the County shall contribute a bi-weekly amount as follows:

Effective December 12, 2021, the County shall contribute an amount not to exceed \$355 per bi-weekly pay period towards the Flexible Benefits Program for each regular part-time employee.

Effective December 11, 2022, the County shall contribute an amount not to exceed \$390 per bi-weekly pay period towards the Flexible Benefits Program for each regular part-time employee.

Effective December 10, 2023, the County shall contribute an amount not to exceed \$425 per bi-weekly pay period towards the Flexible Benefits Program for each regular part-time employee.

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

Sec. 703

MEDICAL PLAN OPT-OUT OPTION:

- A. A regular employee may elect the Medical Plan Opt-Out Option declining medical coverage under the County of Ventura Flexible Benefits Program for the employee and the employee's dependents with adequate proof of enrollment in other qualifying group health insurance coverage.

- B. Employees electing not to participate in a County-sponsored health care plan must complete and submit the Opt-Out Certification Form certifying that they are enrolled and covered under another group hospital and medical health plan. The Opt-Out Certification Form shall be received by the Human Resources Department within thirty (30) days from date of hire, mid-year change and annually during Open Enrollment.
- C. For regular full-time employees electing the Medical Plan Opt-Out Option, the employee will receive a taxable biweekly cash payment as follows:
 - 1. As soon as administratively possible, \$205.
 - 2. Effective 12/10/2023, \$225.
- D. For regular part-time employees electing the Medical Plan Opt-Out Option, the employee will not be eligible to receive a taxable bi-weekly cash payment.

Sec. ~~702~~704 CONTINUATION OF HEALTH PLAN: Should an employee exhaust his/her sick, vacation and annual leave and go on medical or maternity leave of absence without pay, the County agrees to continue to make its contribution to the health insurance option in which the employee is enrolled for thirteen (13) biweekly pay periods. The number of hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay. All Flexible Benefit options other than health insurance coverage are discontinued during any leave of absence without pay. An employee receiving compensation in lieu of disability under Section 4850 of the California Labor Code shall not be governed by this provision and shall continue to receive all Flexible Benefit contributions and options while in that status.

Sec. ~~703~~705 LABOR/MANAGEMENT COMMITTEE: VCPPOA agrees that it is in the best interest of the parties to review the current Health Insurance Plan to determine if the Plan design is the most efficient and economical for the benefits provided by the plan. The County agrees to consult with VCPPOA, per Section 704, on health insurance benefits and the solution of claims processing problems when requested. Accordingly, the parties agree to the continuation of a joint management/labor health care cost containment committee. Such committee shall meet at least quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities. As often as the committee shall meet, VCPPOA representative shall be released from duty and permitted to attend without loss of compensation.

Sec. ~~704~~706 COUNTY'S RIGHT TO MAKE CHANGES: For the term of this Agreement, the parties agree that the County retains the exclusive right to make changes necessary to administer the Flexible Benefits programs, and VCPPOA specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes. Such changes may include, but are not limited to, the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

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

Sec. ~~705~~707 STATE DISABILITY INSURANCE (SDI): If requested by VCPPOA during the course of this Agreement, an election will be held to determine whether or not employees covered by this Agreement desire to participate in the State Disability Insurance (SDI) program, pursuant to applicable State regulations and the following provisions:

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

- E. The decision of the simple majority is binding, and, if that simple majority elects to participate in the SDI program, all employees in that bargaining unit must participate in the program for a minimum of two (2) calendar years beginning the January following the year participation in the SDI program is elected.
- F. If, after expiration of the period set forth in sub-section E, the employees within a bargaining unit want to withdraw from SDI, a petition indicating such desire must be signed by a majority of all employees in that bargaining unit and then presented to the Director of Human Resources.
- G. If adopted, this program will be administered by the County.
- H. The employee(s) shall pay all costs of the program provided; however, the employee(s) shall not be required to pay the County administrative fees.
- I. Benefits for employees not previously covered by SDI shall become effective as soon as permitted by law.

Sec. 706708 AFFORDABLE CARE ACT: During the term of this Agreement, either party shall have the option to compel the other to meet with it to discuss the impact of the Affordable Care Act on the provisions of Article 7; provided, however, that no change to the provisions of Article 7 shall occur without the mutual agreement of the parties.

Sec. 707709 COMPENSABILITY OF COUNTY CONTRIBUTIONS: If, as a result of the California Supreme Court's ruling in *Alameda County Deputy Sheriff's Ass'n v. Alameda County Employees' Retirement Association* (2020) 9 Cal. 5th 1032, the Ventura County Employees' Retirement Association (VCERA) determines that all or part of the County's Flexible Benefits Program contributions under this Article will not be included in compensation earnable for the purposes of retirement benefit calculations for non-PEPRA VCERA members, the County and VCPPOA shall, at the request of either party, meet and confer to discuss the effects of that determination.

4. Revise Article 16, "LEAVES OF ABSENCE", as follows:

Sec. 1604 BEREAVEMENT LEAVE: Any regular employee may be allowed to be absent from duty for up to three (3) working days without loss of pay because of the death of a member of ~~his~~ their immediate family. Additionally, in connection with the same death of a member of their immediate family, a regular employee shall be entitled to be absent from duty for two (2) additional working days for which the employee may use accrued annual leave or vacation, accrued sick leave or

leave without pay. When travel to distant locations or other circumstances requires absence in excess of ~~three (3)~~ **the aforementioned five (5)** working days, the appointing authority may allow the use of accrued **annual leave or** vacation, or up to ~~two (2)~~ **one (1)** days of accrued sick leave to supplement the ~~three (3)~~ **five (5)** working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, sister, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-parent of an employee.

The appointing authority may grant an absence from duty of one working day without loss of pay because of the death of any other person to whom the employee may be reasonably deemed to owe respect. Two additional bereavement days may be granted if travel outside the State of California is required as a result of the person's death. When travel to distant locations or other circumstances requires absence in excess of three (3) consecutive working days, the appointing authority may allow the use of accrued vacation, or up to three (3) days of accrued sick leave to supplement the three (3) working days provided in this Section.

5. Add Article 38, "EMPLOYEE INCENTIVE PROGRAMS", as follows:

Article 38 EMPLOYEE INCENTIVE PROGRAMS

Sec. 3801 **NEW HIRE INCENTIVE: Effective the first full pay period after approval by the Board of Supervisors, upon agency head recommendation and with the approval of the CEO or his/her designee, an employee who is newly hired may receive a one-time New Hire Incentive of up to ten percent (10%) of the newly hired employee's current annual base wage. For purposes of this provision, "newly hired" means the employee was appointed from an open competitive recruitment and may not be a current employee or may not have been previously employed by the County of Ventura within the preceding 12 months. Further, the employee shall not be qualified for the benefits of this section if said employee received any other new hire incentive. Subsequent to the aforementioned recommendation and approval, to be eligible to receive the New Hire Incentive, the employee must sign a written agreement, acknowledging and agreeing to the repayment stipulations including paycheck deductions for repayment the New Hire Incentive. The incentive will be paid in one lump sum within two (2) pay periods of the recommendation and approval and submission of the required documentation and is subject to state and federal taxes, as well as any applicable payroll deductions.**

An employee who received the New Hire Incentive must maintain employment within the County of Ventura agency that originally hired said employee and remain in a VCPPOA-represented classification for a minimum of 4,160 compensable hours from the date of hire. If the employee is unable to satisfy the 4,160-hour requirement due to voluntary or involuntary separation, the employee is responsible for re-payment of the New Hire Incentive that was paid as follows:

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

Sec. 3802

EMPLOYEE REFERRAL INCENTIVE: Effective the first full pay period after approval by the Board of Supervisors, upon agency head recommendation, and with the approval of the Director-Human Resources, employees shall be eligible to receive the Employee Referral Incentive. Employees who meet the below specified requirements will be eligible to receive a gross amount of five hundred dollars (\$500) per employee referral for classifications designated as eligible for the Employee Referral Incentive. There is no limit to the number of Employee Referral Incentive payments any one employee may receive. The Director-Human Resources or his/her designee shall determine which positions are eligible to receive the Employee Referral Incentive.

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

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

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

recruiter of the referral. Award payments will not be split among multiple current employees.

VCPPOA-represented employees who serve as oral raters, on an interview panel, and any employee involved in the assessment or decision-making process of the referred vacancy will not be eligible to receive the Employee Referral Incentive payment.

Sec. 3803

EMPLOYEE RETENTION INCENTIVE: Effective the first full pay period after approval by the Board of Supervisors, upon agency head recommendation and with the approval of the CEO or his/her designee, an employee may be eligible for an Employee Retention Incentive. To be eligible to receive an Employee Retention Incentive, an employee must be a high performing employee, an employee with a specialty skill, and/or an employee in a position designated by the County to be difficult-to-retain, and who has been offered, and is considering employment outside of the County.

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

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

An employee that accepts an Employee Retention Incentive must maintain employment with the County for a minimum of 4,160 compensable hours. If the employee is unable to satisfy the 4,160-hour requirement due to voluntary or involuntary separation, the employee will be responsible for re-payment of the paid Employee Retention Incentive as follows:

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

To be eligible for the Employee Retention Incentive, an employee must be in good standing, have passed probation, and must sign a written agreement

acknowledging and agreeing to the above repayment stipulations including
paycheck deductions for repayment of the Retention Incentive.

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

Agreed to this 24 day of May, 2023, by:

FOR THE COUNTY:



Robert Abeloe
Labor Relations

FOR VCPPOA:



Kris Acebo
President