

# **MEMORANDUM OF AGREEMENT**

**Between the  
County of Ventura**



**and the  
Ventura Employees Association  
2020-2022**

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ARTICLE 1  
TERM

Sec. 101 TERM: This Memorandum of Agreement (also referred to herein as the MOA, Memorandum or Agreement) is effective from the date of its final adoption and approval by the Board of Supervisors (Board) of the County of Ventura up to and including midnight December 22, 2022.

Sec. 102 SUCCESSOR AGREEMENT: In the event the Ventura Employees Association (VEA or Union) desires to negotiate a successor Memorandum of Agreement, VEA shall serve on the County no more than one hundred fifty (150) and no less than one hundred twenty (120) days prior to the expiration referenced in Section 101, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of 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 VEA's proposals unless otherwise agreed to by the parties. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

ARTICLE 2  
IMPLEMENTATION

This Memorandum of Agreement constitutes a mutual recommendation to be jointly submitted to the Ventura County Board of Supervisors (County), the Ventura County Air Pollution Control Board, and VEA. It is agreed that this Memorandum of Agreement shall not be binding upon the parties either in whole or in part unless and until approved by VEA and unless and until approved by the Board of Supervisors and the Ventura County Air Pollution Control Board:

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

ARTICLE 3  
RECOGNITION

This Memorandum shall apply only to persons employed in the classifications within the following bargaining units:

- A. Real and Personal Property Appraisers Non-Supervisory Unit (also referred to herein as the Appraisers Unit)
- B. Engineers Unit

This Memorandum shall also apply to persons employed in classifications in the Air Pollution Control District.

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

ARTICLE 4  
RETIREMENT

Sec. 401 EMPLOYEE CONTRIBUTION(S): Effective July 6, 2014:

- A. The County shall no longer "pick-up" any employee's mandated pension contribution(s);
- B. All employees shall pay/contribute one-half (1/2) of the actuarially determined "normal cost" of retirement and thereafter such normal costs shall continue to be shared on a 50:50 basis; and,
- C. The parties shall implement all mandates of the Public Employees' Pension Reform Act (PEPRA) of 2012 as soon as possible.

Sec. 402 SAFE HARBOR RETIREMENT PLAN: VEA agrees 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. 403 PURCHASE OF PRIOR SERVICE: Employees covered under this Agreement are eligible to purchase time for service under the Federal Civil Service, Los Angeles City Department of Water and Power, or State Teacher's retirement system, and military buy-back for employees with over thirty (30) years of County service for which the employee is not receiving, and will not receive, a pension.

Sec. 404 TIER II RETIREMENT COST-OF-LIVING ADJUSTMENT (COLA). Effective March 16, 2003, employees in the Ventura County Retirement Plan's Tier II were granted a two percent (2%) COLA to be applied to future service only in exchange for a 2.63% normal cost contribution paid by employees beginning March 13, 2005 (the Tier II COLA Plan). This benefit was implemented by union elected participation in the benefit plan governed by the Regulations of the Board of Retirement, Ventura County Employees' Retirement Association (VCERA). Establishing An Employee-Funded Annual Cost-Of-Living Adjustment For Tier II Members.

Effective the first pay period following Board of Supervisors approval of the 2008-2010 Agreement, VEA and the employees it represents ceased participation in the Tier II COLA Plan, and employees no longer contributed 2.63% toward the normal cost of a two percent COLA. VEA understands that as a result of this agreement employees will not receive a COLA under the Tier II COLA Plan on service performed in or after the first pay period following Board approval of that Agreement. All previous employee contributions paid toward the above described COLA benefit shall remain on deposit until the employee's retirement, at which time the employee may elect to receive benefits payable under the Tier II COLA Plan for the period of service during which the employee participated in the Plan, or withdraw his/her contributions under Government Code Section 31627.1.

Sec. 405 RETIREMENT REOPENER FOR PRIOR SERVICE: The County agrees to reopen negotiations with VEA should the County provide any retirement COLA or 3% @ 50/55 on prior service (public safety). The reopener is not available if the County is ordered by an arbitrator/court to provide such prior service enhancement.

Sec. 406 CLOSING OF TIER I RETIREMENT BENEFIT: The County agrees to close the Tier I Retirement plan for all future new hires effective October 16, 2001. Any pending appointments or promotions where a job offer has been made prior to October 16, 2001, or a recruitment that is open for application for which a Tier I retirement cola is part of the benefits package will be honored.

Sec. 407 DECLARATION RE IRS CODE SECTION 414(H)(2): Effective on or before January 1, 2011, the County shall, in accordance with Internal Revenue Code Section 414(h)(2), declare that it has agreed to "pick-up" the value of the employee paid retirement contributions so that the taxable income of the employees shall be reduced by the amount of the retirement contributions they will be paying. If the County has been unable to accomplish this decision by January 1, 2011, the employee obligations to pay member contributions shall be rescinded retroactive to the implementation date, where appropriate, and shall not be reinstated unless and until the declaration has been accomplished. For purposes of this

section only, said retroactive rescission shall result in a return to the status quo existent prior to commencement of this Agreement.

ARTICLE 5  
HOURLY RATE OF PAY/SALARY PLAN

Sec. 500 PAY/SALARY INCREASES: Effective January 26, 2020, the base pay/salary range of each classification covered by this agreement and the base pay/salary of each individual employed in any such classification shall be increased by two and one-half percent (2.50%).

Effective January 10, 2021, the base pay/salary range of each classification covered by this agreement and the base pay/salary of each individual employed in any such classification shall be increased by two and one-half percent (2.50%)

Effective January 9, 2022, the base pay/salary range of each classification covered by this agreement and the base pay/salary of each individual employed in any such classification shall be increased by two percent (2.0%).

Sec. 501 EMPLOYEE RETIREMENT CONTRIBUTION OFFSET: Effective July 6, 2014, the salary/pay of employees affected by the changes to retirement “pick-up” and 50/50 retirement cost-sharing, as well as the salary range of each classification covered by this agreement, was increased as follows:

- A. The percentage amount equal to the percentage value of eliminating any retirement pick-up;
- B. The percentage value of employees participating in the 50/50 cost-sharing of the actuarially determined normal cost of retirement contributions; and,
- C. An additional percentage value to offset the amount of retirement contributions to be paid by employees for fixed dollar pensionable benefits.

Sec. 502 MARKET BASED ADJUSTMENTS: Effective February 9, 2020, the base pay/salary range of each classification noted in Exhibit 1 of this MOA and the base pay/salary of each individual employed in such noted classifications, will be increased by the percentage set forth in Exhibit 1.

Effective January 24, 2021, the base pay/salary range of each classification noted in Exhibit 1 of this MOA and the base pay/salary of each individual

employed in such noted classifications, will be increased by the percentage set forth in Exhibit 1.

Sec. 503 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall be compensated within the pay/salary range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in these Articles.

Sec. 504 REGULAR PAY DAY/DIRECT DEPOSIT: Employees shall be paid on or about the Friday following the end of each bi-weekly payroll period. Should the County wish to mandate direct deposit during the term of this agreement, VEA agrees that all current and newly hired employees will, as a condition of their employment, enroll and maintain direct deposit of their paychecks.

Sec. 505 PAY ON TERMINATION: Upon certification of the Director-Human Resources that the employment of any employee is terminated as a probationary or disciplinary dismissal prior to the expiration of the bi-weekly pay period, the compensation of such person shall become due and shall be paid within five (5) working days of notification.

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

Sec. 506 PAY FOR PART-TIME SERVICES OF REGULAR EXEMPT EMPLOYEES: Employees who are exempt from the overtime provisions of the FLSA are to be compensated on a salary basis only. The actual compensation for a part-time exempt employee is determined by the ratio of the agreed upon standard hours for the part-time function to the standard hours of eighty (80) which are required for full-time employment. Once determined by the assigned standard hours, this is the salary the part-time exempt employee will be paid every bi-week regardless of hours worked or reported.

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

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

Sec. 507 HOURLY WAGE RATE: Whenever an employee whose hourly rate of pay is fixed on a yearly or bi-weekly basis works less than the total number of hours in a particular bi-weekly period, he shall receive hourly rate of pay for the period in accordance with the hourly rate of his/her classification

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

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

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

For purposes of this section the term "Y" rate shall mean the amount equal to the difference between the hourly rate of pay/salary for the prior classification and the new classification.

Sec. 510 HOURLY RATE OF PAY/SALARY RATE ON TRANSFER: Whenever an employee is voluntarily or involuntarily transferred or assigned to a position in a different classification having the same pay/salary range as his/her



former position, he shall retain his/her hourly rate of pay/salary rate and his/her merit or probationary qualifying hours needed.

Sec. 511 ADDITIONAL COMPENSATION TO SUPERVISORS:

- A. A person occupying a supervisory position may receive compensation at a rate of seven and one-half per cent (7.5%) above the base hourly rate of pay/salary rate of any of his/her subordinates. The supervisory differential shall be granted provided that:
1. Both his/her appointing authority and the County Executive Officer find he is exercising substantial supervision over the subject subordinate and that he is satisfactorily performing the full supervisory duties of his/her position; and,
  2. The organization is a permanent one approved by the County Executive Officer; and,
  3. Both the supervisor and the subordinate have been permanently appointed to full-time positions; and,
  4. The classification of both the supervisor's and subordinate's positions are appropriate to the organization and their duties.

Such compensation shall not be effective before the first day of the pay period during which the finding called for in paragraph "A" above is made. Where the subordinate is receiving a "Y" rate, or is for any other reason paid more than the base rate set for his/her classification, the supervisor's compensation shall be computed as if the subordinate were in fact receiving such base rate. Unless otherwise determined by the Director-Human Resources, such additional compensation shall be effective only for the period deemed necessary to maintain the hourly rate of pay/salary of the supervisor at a rate 7.5% above that received by the subordinate. If the 7.5% pay differential shall cease to exist due to transfer, reassignment, reclassification, promotion, demotion, termination, or any other contingency, then the hourly rate of pay/salary of the supervisor shall be adjusted to the rate he would have attained notwithstanding the provisions of this section. The effective date of said adjustment shall be the first day of the pay period following the change in status of the subordinate. A change in the hourly rate of pay/salary or status of the supervisor shall invoke the Merit Increase sections of this Memorandum and said sections shall only be applied to the base rates of the supervisor's hourly rate of pay/salary. The Director-Human Resources at his/her discretion may then apply the provisions of this Section to a new base rate accruing to any supervisor so affected. Policies and procedures relating to merit or

probationary qualifying hours needed are not affected by the provisions of this Section.

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

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

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

Sec. 514 HOURLY RATE OF PAY/SALARY ON DEMOTION: Whenever an employee who has completed his/her probationary period in a higher class is then demoted to a position in a lower class for reasons other than unsatisfactory performance, or for functional disability, he shall receive the highest hourly rate of pay/salary on the new range that does not exceed his/her hourly rate of pay/salary immediately prior to demotion and shall retain his/her merit qualifying hours needed.

Sec. 515 MERIT INCREASES: Merit increases within a range shall not be automatic. They shall be based on merit and shall require the written approval of the

appointing authority, containing the effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase of approximately five percent (5%) within a range for the class unless the employee is less than five percent (5%) from the top of the range and, in such a case, the increase shall be to the top of the pay/salary range. Qualifying service for merit increase consideration shall be by compensable hours, which include all paid hours exclusive of overtime compensation. Unpaid leaves of absence shall not count towards qualifying service hours for purposes of merit increase consideration, with the exception of leaves of absence resulting from accepted worker's compensation cases (regardless of the date of final acceptance of the case).

Sec. 516 TIME FOR MERIT INCREASES: A newly appointed, re-employed, or promoted employee may qualify for:

- A. An initial merit increase within the pay/salary range upon completion of at least 1,040 hours of compensable service in that class.
- B. Succeeding merit increases within the pay/salary range upon completion of each additional 2,080 hours of compensable service in that class.

The period of service required to qualify for merit increases by regular part-time (less than full-time) employees shall be the same as for a regular full-time employee. All approved merit increases will be effective on the first Sunday of the pay period after completing the required compensable hours of service.

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

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

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

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

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

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

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

3. From the midpoint to the top of the range for Air Pollution Control District (APCD) Employees – approval by the APCD Executive Officer.

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

- a. No qualified person can be recruited to fill a position at a minimum rate; or,
- b. The skills or experience of the regular employee warrant a higher hourly rate of pay/salary placement.

- B. VEA shall be notified in writing of promotions made above the midpoint of the pay/salary range.

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

Sec. 522 HOURLY RATE OF PAY/SALARY ON TEMPORARY PROMOTION: An employee assigned to a higher classification to fill a vacancy caused by sick leave or other approved leave of absence, or any other reasons stipulated by these articles, and who serves in said higher classification for 40 consecutive hours, shall thereafter be paid according to the pay/salary range of the class to which he/she has been temporarily promoted. Upon temporary promotion, an employee will receive either the minimum of the new pay/salary range or a five percent increase over his/her present hourly rate of pay/salary, whichever is greater. In no case shall such hourly rate of pay/salary adjustment place the employee beyond the pay/salary range of the position to which he/she has been temporarily promoted. An employee so temporarily promoted shall receive this hourly rate of pay/salary as long as he/she continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as provided in these articles as though he/she had been appointed on the day he/she began to receive the hourly rate of pay/salary designated for the position. The 40-hour waiting period shall apply each time an employee is assigned to a higher classification in this manner.

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

Sec. 523 ADVANCED HOURLY RATE OF PAY/SALARY PLACEMENT (NEW HIRES): Upon recommendation of the appointing authority and the Director-Human Resources, the County Executive Officer may approve hiring a new employee beyond the midpoint of the pay/salary range provided that:

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

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

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

#### ARTICLE 6 PREMIUM PAY

Sec. 601 BILINGUAL PREMIUM PAY:

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

The rates for the respective levels are:

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

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

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

Sec. 602 STANDBY PREMIUM PAY: Should an employee be placed on formal standby duty, such an employee shall be compensated for actual time on call at one-quarter (1/4) of his/her regular rate of pay/salary or at minimum wage, whichever is greater, and for time worked as a result of a callback to duty at his/her hourly wage. In no instance shall a callback to duty be considered as less than two hours for pay purposes. No employee shall be paid for call back time and standby simultaneously. All employees excluded from the overtime provisions of these Articles are also excluded from the provisions of this Section.

Sec. 603 NIGHT SHIFT DIFFERENTIAL PREMIUM PAY:

A. Except as otherwise provided herein, the night shift differential for regular hourly employees who are required to work half of a shift plus one hour between the hours of 3:00 p.m. and 7:00 a.m. shall be calculated at the rate of five percent (5%) of the base pay of said employee.

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

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

Sec. 605     CALLBACK: The minimum callback for employees covered by this agreement shall be two (2) hours.

Sec. 606     PREMIUM PAY FOR FACILITY OPERATIONS SPECIALISTS ASSIGNED TO THE HOSPITAL: Any employee employed in the classifications of Facility Operation Specialist I or II who is assigned to work at the Ventura County Medical Center or Santa Paula Hospital (collectively Hospital), and who is designated by the Director – Health Care Agency or his/her designated representative to respond to work-related communications from the Hospital Maintenance Department after the employee’s assigned work hours and/or on weekends/holidays, shall receive two hundred dollars (\$200) per bi-weekly pay period.

ARTICLE 7  
HEALTH INSURANCE

Sec. 701     COUNTY CONTRIBUTION:

- A.     Regular, full-time employees will be covered by the County of Ventura Flexible Benefits Program. Subject to terms and conditions of the plan document the County shall contribute an amount not to exceed the bi-weekly amounts listed below towards the Flexible Benefits Program for each regular full-time employee.

Effective January 12, 2020, the County shall contribute an amount not to exceed \$497 per bi-weekly pay period towards the Flexible Benefits Program for each regular full-time employee.

Effective December 13, 2020, the County shall contribute an amount not to exceed \$547 per bi-weekly pay period towards the Flexible Benefits Program for each regular full-time employee.

Effective December 12, 2021, the County shall contribute an amount not to exceed \$597 per bi-weekly pay period towards the Flexible Benefits Program for each regular full-time employee.

- B.     Flexible credits for enrolled regular part-time employees shall be established on a separate basis from regular full-time employees. For each enrolled regular part-time employee subject to the conditions of the plan document, and the County shall contribute an amount not to exceed the bi-weekly amounts listed below towards the Flexible Benefits Program.



Effective January 12, 2020, the County shall contribute an amount not to exceed \$348 per bi-weekly pay period towards the Flexible Benefits Program for each regular part-time employee.

Effective December 13, 2020, the County shall contribute an amount not to exceed \$383 per bi-weekly pay period towards the Flexible Benefits Program for each regular part-time employee.

Effective December 12, 2021, the County shall contribute an amount not to exceed \$418 per bi-weekly pay period towards the Flexible Benefits Program for each regular part-time employee.

- C. For purposes of this Article only, regular full-time employees shall be defined as those employees who work sixty (60) hours or more bi-weekly. Regular part-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty (60) hours bi-weekly.

Sec. 702 CONTINUATION OF HEALTH PLAN: Should an employee exhaust his or her sick leave and go on medical or maternity leave of absence without pay, the County agrees to continue to make its contribution to the Flexible Benefits Program for up to six bi-weekly pay periods. The number of hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay.

Sec. 703 LABOR/MANAGEMENT COMMITTEE: VEA 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 VEA, 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. The President of VEA or his/her designee shall be allowed to attend such meeting on regular, County-paid time provided that management of the department/agency within which s/he is employed is given at least forty-eight (48)-hours advanced notice of his/her need to attend such meeting. 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.

Sec. 704 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 VEA

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 VEA thirty (30) days' notice of any plan changes proposed and to afford VEA 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 VEA to meet and confer or otherwise consult or negotiate regarding these issues.

Sec. 705     STATE DISABILITY INSURANCE (SDI): The parties agree that the Real and Personal Property Appraisers Non-Supervisory Unit will continue participation in the employee paid State Disability Insurance Program (SDI) pursuant to applicable State regulations and the following provisions:

- A.     For purposes of this Section only, the term "employee" shall include regular employees assigned to County classifications. This inclusion in the SDI program will not confer any representation rights to temporary help employees or alter in any way the definition of "employee" in the County's Personnel Rules and Regulations or current Memorandum of Agreement.
- B.     If a bargaining unit chooses to withdraw from SDI after the required two (2) years, membership must present a majority petition indicating such desire.
- C.     This program shall be administered by the County.
- D.     The employee shall pay all costs of the program.
- E.     State regulations, benefits for employees not previously covered by SDI shall become effective approximately seven months after enrollment.

Sec. 706     LONG-TERM DISABILITY PLAN FOR APPRAISERS UNIT:

- A.     Effective February 2, 2014, the County will provide a Long Term Disability Plan for full-time employees within the Appraisers Unit of this Agreement scheduled to work at least 60 hours per bi-weekly pay period.

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

ARTICLE 8  
OTHER COMPENSABLE BENEFITS

Sec. 801 MILEAGE REIMBURSEMENT:

- A. Rate – Employees who are required to use their personal vehicle for County business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

Sec. 802 NECESSARY AND ACTUAL EXPENSES: Necessary and actual expenses incurred by an employee while attending to business of the County may be reimbursed with the approval and authorization of the Department/Agency head. A statement of justification satisfactory to the Auditor shall be submitted with the claims. Such reimbursement, however, does not apply whenever the provisions in law provide for payment of such expenses.

Sec. 803 UNIFORM ALLOWANCE:

- A. Employees who are required to wear uniforms, as a condition of their employment shall receive a total annual uniform allowance as deemed appropriate by Management.

In order to receive such uniform allowance, employees must have been employed in one of the above stated classifications for at least six months prior to November 1 of each year. Employees who terminate prior to November 1 shall not be eligible to receive any uniform allowance.

Sec. 804 PROFESSIONAL REGISTRATION AND LICENSING - REGISTERED ENGINEERS, ARCHITECTS AND GEOLOGISTS: Employees who are registered or licensed by the California State Board of Professional Engineers and Land Surveyors or the Department of Consumer Affairs-

Board of Geologists and Geophysicists or California Architects Board and occupy a related classification shall receive an incentive equivalent to five percent (5%) of their base pay per bi-weekly pay period, not to exceed eighty (80) hours compensated per pay period.

Sec. 805 PROFESSIONAL LICENSE REIMBURSEMENT: The County shall provide a reimbursement of up to a total of \$300 per employee on a rolling 2-year basis for professional licenses recognized by the State of California, Board for Professional Engineers, Land Surveyors, and Geologists.

Sec. 806 CERTIFIED PUBLIC ACCOUNTANT: A premium pay of \$.47 per hour compensated, per bi-weekly pay period, will be paid to employees in the following classifications who hold a Certified Public Accountant License:

Auditor-Appraiser Trainee, I, II and III

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

Sec. 807 PERSONAL PROPERTY REIMBURSEMENT POLICY:

- A. Criteria - When employees have an item of personal property lost, damaged or stolen while in the line of duty and through no fault of their own and when that item is necessarily worn, carried or required as part of their job, a claim for reimbursement may be submitted to the Safety and Claims Officer.
- B. Amount of Claim - The minimum claim shall be for a cumulative total of ten dollars (\$10) per incident; claims of under ten dollars shall not be processed. The maximum amount any one employee may claim is five hundred dollars (\$500) in one year.
- C. Level of Reimbursement - Glasses, dentures, hearing aids or other prosthesis and watches will be reimbursed as provided for in Section D.

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

TABLE I - LIFE EXPECTANCY RATE

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

TABLE II - CALCULATION OF CLAIMS REIMBURSEMENT VALUES

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

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

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

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

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

EXAMPLE:

<u>MAN'S SLACKS:</u>	Replacement Cost	\$18.00
	Life Expectancy	Two years
	Actual Age:	18 months
	Condition:	Average
	Reimbursement Value:	40% or \$7.20

Sec. 808 CONFERENCES AND SEMINARS: The County recognizes the value to be obtained from having employees attend management approved job-related conferences and seminars. It shall be the policy of the County, whenever possible and within departmental guidelines, to either advance expenses or provide a County credit card for payment of employee's transportation, lodging, and meal allowances, if applicable, prior to the employee leaving for the conference or seminar.

Sec. 809 EDUCATION INCENTIVE PAY:

- A. Employees shall receive incentive pay in addition to base salary for educational attainments not specifically required by the position pursuant to the official class specifications maintained by the Human Resources Division as follows:

○ Associate in Arts/Science Degree	2.5%
○ Bachelor's Degree	3.5%
○ 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 attained.

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

Sec. 810 ADVANCED APPRAISER CERTIFICATION: Regular employees occupying one of the classifications listed below and possessing an Advanced Appraiser Certification issued by the State Board of Equalization shall receive an incentive of \$50 bi-weekly.

- A. Appraiser I
- B. Appraiser II
- C. Appraiser III
- D. Auditor-Appraiser I
- E. Auditor-Appraiser II
- F. Auditor-Appraiser III

Sec. 811 LIFE INSURANCE: The County shall provide a \$50,000 term life insurance and \$50,000 accidental life and dismemberment plan for each full-time VEA-represented employee (subject to an expedited RFP process and final approval by the County Board of Supervisors and the APCD Board).

## ARTICLE 9 TEXTBOOK AND TUITION REIMBURSEMENT

Sec. 901 PURPOSE: To provide a program whereby permanent and probationary employees of the County are reimbursed for the costs of textbooks, tuition, registration, laboratory fees, and graduation fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time.

Sec. 902 ELIGIBLE EMPLOYEES: Permanent, probationary, full time and part-time employees (on a pro rata basis) are eligible to participate in this program.

Sec. 903 COURSES ELIGIBLE: The following criteria will be used in determining eligibility for reimbursement:

- A. Courses must have a reasonable potential for resulting in more effective County service.
- B. Courses directly related to the employee's occupational field are eligible.
- C. Courses that are prerequisite to job-related courses are also eligible.

- D. Job-related courses preparing an employee for promotion in his/her job field, or a job field for which there are promotional opportunities within County service.
- E. Graduate course work which is required to receive a job-related Master's Degree is eligible for reimbursement.
- 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. Job-related seminars and workshops offered by professional societies, organizations, or a County training facility shall be eligible for reimbursement for employees in the following bargaining units, when approved by the Department/Agency head:
  - Engineers Unit
  - Real and Personal Property Appraisers Non-Supervisory Unit
- H. Members of the Appraisers Chapter shall be eligible for Tuition and registration fee reimbursement under the County Textbook and Tuition Reimbursement Program for job-related courses and seminars approved by the Department/Agency head, which are offered by the State Board of Equalization, California Assessors' Association and professional organizations, including but not limited to:
  - 1. Appraisal Institute
  - 2. International Association of Assessing Officers (IAAO)
  - 3. Institute of Real Estate Management
  - 4. American Society of Farm Managers and Rural Appraisers
  - 5. Society of Auditor-Appraisers
- I. 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.
- J. Seminars and workshops directly job-related are eligible if offered in conjunction with a recognized college, educational institution or professional organization. The coursework must be recommended and approved by the Department/Agency head.



Sec. 904 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

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

Sec. 905 TEXTBOOK AND TUITION REIMBURSEMENT:

The County shall, unless otherwise designated in this Memorandum, provide for 100% reimbursement of tuition and course-related textbooks up to a maximum of two thousand dollars (\$2,000) per fiscal year for all employees, in accordance with the provisions of this Article. This benefit is to be applied in the fiscal year in which the course work is completed. Agency/Department heads shall not authorize expenditures in excess of the maximum.

Sec. 906 OTHER REQUIREMENTS AND LIMITATIONS: The following shall also apply to this program:

- A. Courses must be taken on the employee's own time, on compensatory time, or vacation time, or administrative leave approved in advance by the Department/Agency head. Department/Agency heads are encouraged to 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, except that portion not covered from other sources will be paid by the County up to the maximum as provided by this Article.
- E. Conventions and conferences are not covered by this reimbursement program.
- F. For the members of the Appraisers Unit, in classifications, which require continuing education units (CEU's) in order to maintain their professional certification, Department/Agency head may approve up

to 12 hours of time off with pay per fiscal year, to attend seminars and workshops under the County's Textbook and Tuition Program.

- Sec. 907 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Department/Agency head is responsible for the administration of this program. Applications for reimbursement must receive approval by the Department/Agency head prior to the first class session. An official record of grades and receipts must be received by the Department/Agency head within 90 days after the last class session. Reimbursement will be made to the employee within two weeks after grade cards and receipts have been received by the Department/Agency head. New employees, however, will not be reimbursed until they have completed 1,040 hours of compensable service with the County. The Director-Human Resources may develop such forms and additional procedures, which he deems necessary to accomplish the intent of this textbook and tuition program.
- Sec. 908 USE OF TEXTBOOK & TUITION - OUT OF STATE: An employee shall be entitled to reimbursement for classes/courses taken out of state, provided that all the above criteria are met and it results in no additional cost to the County.

#### ARTICLE 10 WORK SCHEDULES

- Sec. 1001 NORMAL 80-HOUR BI-WEEKLY WORK PERIOD: Except as may be otherwise provided, the "normal" bi-weekly work period of the County of Ventura shall be ten (10) working days of eight hours each. It is the duty of each Department/Agency head to arrange the work of his/her department or agency so that each regular employee therein shall work no more than the normal schedule, except that a Department/Agency head may require any employee in his/her department to temporarily perform service in excess of the normal schedule, when public necessity or convenience so requires. The provisions of this Article are intended to define the normal work schedule and do not guarantee a minimum number of hours of work. The County retains its right to relieve employees from duty because of lack of work or for other legitimate reasons; however, this does not preclude employees or VEA from grieving the practical consequences of that action.
- Sec. 1002 OTHER ALLOWABLE WORK SCHEDULES: A Department/Agency head may, following communication with the employees involved, assign employees of the Agency/Department to any other schedule which aids the Agency's/Department's ability to serve the public if such schedule is not a violation of State or Federal law. The County agrees to consult with VEA prior to the employees being placed on a modified workweek.

Sec. 1003 WORK SCHEDULE CHANGES: The County and VEA agree to meet and discuss problems with or changes in work schedules on a Department/Agency basis during the term of this Memorandum upon request of either party.

Sec. 1004 EMPLOYEES WORKING STRAIGHT 8-HOUR SHIFT: Those employees on a straight eight (8) hour shift schedule shall work eight (8) hours straight inclusive of lunch and/or breaks.

Sec. 1005 BENEFIT ACCRUALS FOR OTHER THAN 8-HOUR EMPLOYEES: Benefit accruals for full-time employees on modified work schedules shall be on the same basis as other full-time employees, with accrual based on regular scheduled hours.

Sec. 1006 VARIABLE WORK HOUR PROGRAM:

A. DEFINITIONS:

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

B. CONDITIONS:

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

1. The determination to implement a variable work hour program shall be at the sole discretion of the Department/Agency head.
2. To the extent that Department/Agency trip reduction goals can be met, employee participation in the program is voluntary. However, nothing contained herein either precludes management from assigning employees to the variable work hour program or denying their requests for voluntary participation.

3. A Department/Agency Director may decide to cancel the program at any time, at which time the employees shall be assigned another work schedule. Cancellation will be preceded by a twenty-one (21) day notification.
4. Eligibility for variable work hours will be at the sole discretion of the Department/Agency head.
5. Overtime, if required, will normally be scheduled on the employee's day off.
6. On a compressed workweek program, use of full vacation, sick or annual leave day will be charged 10 hours on the 4/10, or 8 or 9 hours on the 9/80, depending upon the scheduled hours of the employee.
7. Any employee requesting change in a schedule or flexible working hours schedule will require his/her supervisor's approval, subject to management's review.
8. Any change in scheduled working hours shall be at the sole discretion of the appropriate supervisor/manager.
9. Preference in selecting a day off, or variable hours starting and ending time, may be given to employees with ridesharing arrangements, or dependent care considerations. This is a guideline for use by managers in determining workflow and coverage issues.
10. Employees and managers/supervisors may be required to complete periodic surveys, to evaluate the effects of the program.
11. Employees participating in the program will be required to sign an agreement that they have read and understand the program.

Sec. 1007 SHIFT ASSIGNMENTS, OVERTIME DISTRIBUTION AND ASSIGNMENT CHANGES: Any employee that believes that Management decision on the assignment of shifts, distribution of overtime or change in assignment is inappropriate they can request through the Union that a specific decision be reviewed by the Director of Human Resources or her designee for a determination. The Director or her designee shall meet with the complainant, investigate the matter, and render a decision within sixty (60) days of initiation of the complaint. The decision of the Director of Human Resources is final and not subject to the grievance procedures.

ARTICLE 11  
OVERTIME

Sec. 1101 PURPOSE: To provide the basis for both calculation and payment of overtime in a manner that meets the requirements of the Fair Labor Standards Act (FLSA). No provision of this Article should be construed as guarantee of hours of work per day/week/bi-week nor of days of work per week/bi-week.

Sec. 1102 POLICY-LIMITATION ON OVERTIME: It is the County's policy to avoid the necessity for overtime whenever and wherever possible. Overtime work may sometimes be necessary to meet emergency situations, seasonal or peak workload requirements. No employee shall work overtime unless authorized by his/her department/agency head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.

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

Sec. 1103 DEFINITIONS:

For purposes of this Article only.

- A. A "Designated Work Period" shall consist of seven (7) consecutive days (168 hours).
- B. "Overtime" is defined as time worked by an employee in excess of forty (40) hours in a 168 hour Designated Work Period. Management reserves the right under the FLSA to designate the Work Period for each employee.
- C. "Time Worked" shall include paid assigned holidays, paid court appearances, paid sick leave, and paid industrial leave as provided for in these Articles provided.
- D. "Hours Worked" shall include only hours actually worked and shall not include any form of paid leave.

Sec. 1104 COMPENSATION FOR OVERTIME HOURS WORKED - IN GENERAL:

- A. Except for those employees who are eligible for the payment of overtime under the provisions of Section 1105, regular full-time and part-time employees who are neither eligible for Administrative Leave

nor considered as "exempt" employees under the provisions of the FLSA shall be paid in cash at a rate of one and one-half times their regular hourly rate of pay for all 'Hours Worked' in excess of forty (40) hours during their Designated Work period.

- B. An employee eligible for paid overtime under the provisions of Section A immediately above, may request, subject to management approval, the accumulation of compensatory time off, in lieu of paid overtime, at the rate of one hour of compensatory time off for time worked in excess of forty (40) hours during their Designated Work period. The half-time premium for overtime hours worked shall be paid in cash at the regular rate of pay. The maximum number of accumulated hours of compensatory time off shall not exceed 120.

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

1. Accumulated compensatory time off may be taken off by an employee with prior approval of department management.
2. Whenever any person is unable to take compensatory time off within the calendar year during which the overtime is earned, such compensatory time off may be either compensated for or carried over into the next calendar year. If such compensatory time off is carried over, it must be taken as compensatory time off during the next year or, at the completion of the two-year period, it will be paid off at the base hourly rate of pay/salary rate then in effect.
3. Any employee who terminates or is terminated shall be paid the hourly equivalent of his/her hourly rate of pay/salary for each hour of accrued compensatory time off. The compensation resulting from this provision shall be based upon the base hourly rate of pay/salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

Sec. 1105 CONTRACTUAL OVERTIME: Effective September 28, 2014, compensation for contractual overtime shall be paid at the rate of one and one-half (1.5) times the employee's contract rate of pay. Contract rate of pay shall include base hourly rate of pay, not taking into account the hourly pay increase set forth in Section 501 (Offsets). As an example, assume the employee's hourly contract rate of pay prior to that increase was \$25.00. Overtime covered by this provision would then still be paid at the rate of one and one-half times \$25.00, or \$37.50 per hour. Upon receiving the additional pay raise set forth

in Section 502 (e.g., 1%), that \$25.00 per hour contract rate of pay would be increased by 1% to equal \$25.25 per hour, which rate would still not include the increase in base hourly rate of pay set forth above in Section 501 (Offsets).

- Sec. 1106 FLSA EXEMPTION: Employees occupying the classifications designated as exempt in accordance with FLSA as of October 16, 2001 shall not have their pay or their vacation/leave banks reduced for absences of less than one day. The County agrees to notify VEA whenever classifications designated as exempt are added or deleted from the County's classification system.

## ARTICLE 12 ADMINISTRATIVE LEAVE

- Sec. 1201 PURPOSE: To provide for granting time off with pay for employees who are not eligible to be compensated for overtime.
- Sec. 1202 ELIGIBLE EMPLOYEES: Any employee whose position is declared exempt under the provisions of the Fair Labor Standards Act is eligible for administrative leave.
- Sec. 1203 GRANTING OF ADMINISTRATIVE LEAVE: Employees shall be granted paid administrative leave upon approval of their supervisor in accordance with County policies and guidelines.

Administrative leave may be granted in increments not to exceed twelve hours (or the regular shift). For example, an employee who works a 4/10 schedule may be granted 10 hours of administrative leave on his/her usual workday.

- Sec. 1204 PAYMENT FOR OVERTIME WORKED: Nothing herein shall prevent the payment of straight cash compensation to employees eligible for administrative leave in times of stress or unusual workload situations. Such compensation shall require the authorization of the Board of Supervisors.
- Sec. 1205 USE, ACCRUALS AND RECORD KEEPING: Employees exempt from overtime shall not accrue or record hours worked beyond the regular workday or bi-weekly work period. Employees exempt from overtime shall be eligible to receive administrative leave for personal business in addition to vacation, sick leave and holidays. Administrative leave is not an accrual and has no cash value. It is not earned, but is allowed exempt employees, subject to supervisory scheduling.

Sec. 1206 ADDING OR DELETING CLASSIFICATIONS ELIGIBLE FOR ADMINISTRATIVE LEAVE: Each party to this agreement shall, upon notice from the other during the period of this Memorandum, promptly meet and confer with respect to proposed additions to or deletions of those classifications eligible for administrative leave.

ARTICLE 13  
VACATION

Sec. 1301 VACATION USAGE: Each department or agency head shall be responsible for scheduling the vacation periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and the County service. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation plan can be realized by each employee. The appointing authority shall determine when vacations will be taken.

Sec. 1302 VACATION ACCRUAL: Regular employees shall accrue hours of vacation with pay for each hour of compensation to a maximum of eighty (80) hours per bi-weekly work period according to the following schedule, commencing with the employee's hire date of during his/her latest period of County employment.

A. Vacation credits are earned as follows:

<u>YEARS OF COMPLETED SERVICE</u>	<u>VACATION CREDIT EARNED PER HOUR</u>	<u>APPROXIMATE DAYS</u>
Less than 10,400 hours (Approximately less than 5 Years)	.05386 hours	14 days/year
10,400 but less than 22,880 hours (Approximately 5 years but less than 11Years)	.07313 hours	19 days/year
22,880 hours (Approximately 11 Years)	.07688 hours	20 days/year
24,960 hours (Approximately 12 Years)	.08075 hours	21 days/year
27,040 hours (Approximately 13 Years)	.08463 hours	22 days/year
29,120 hours (Approximately 14 Years)	.08850 hours	23 days/year



31,200 hours (Approximately 15 Years)	.09225 hours	24 days/year
41,600 hours (Approximately 20 Years)	.10000 hours	26 days/year

B. Vacation Credit Accumulation - Vacation credit shall not be accumulated beyond four hundred (400) hours.

Sec. 1303 VACATION REDEMPTION: Employees hired before January 28, 2014: After 20,800 hours of continuous County service (approximately ten (10) years), and upon using eighty (80) hours of vacation during the past twelve (12) months, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of vacation accrual at the current hourly rate of pay/salary rate. Such an employee must have a minimum of forty (40) hours of accrued vacation after the payment. A request for payment in lieu of eighty (80) hours of vacation accrual under this paragraph shall not be made more than once per calendar year. A request for payment in lieu of forty (40) hours vacation accrual under this paragraph shall not be made more than twice per calendar year provided, however, that in no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) in any one calendar year. Either party may request a review of this program. Upon such a request, the parties agree to meet promptly.

Employees hired on or after January 28, 2014: After 20,800 hours of continuous County service (approximately ten (10) years), and upon using eighty (80) hours of vacation during the past twelve (12) months, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of vacation accrual at the current hourly rate of pay/salary rate. Such an employee must have a minimum of forty (40) hours of accrued vacation after the payment. A request for payment in lieu of eighty (80) hours of vacation accrual under this paragraph shall not be made more than once within the previous consecutive 12 months. A request for payment in lieu of forty (40) hours vacation accrual under this paragraph shall not be made more than twice within a consecutive 12 month period, however, that in no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) in any consecutive 12 month period.

Sec. 1304 VACATION PAYOFF ON RETIREMENT OR TERMINATION: Any employee who terminates or is terminated shall be paid for each hour of earned vacation based on the hourly rate of pay/salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

Sec. 1305 VACATION BENEFITS FOR PART-TIME EMPLOYEES: Regular part-time employees shall be eligible for vacation benefits and such benefits shall

accrue on a pro rata basis. Usage and maximum accruals of said benefits shall be governed by the same rules and regulations applicable to regular, full-time employees.

- Sec. 1306 RATE OF PAY WHILE ON VACATION: While on vacation, employees shall be compensated at the same hourly rate of pay/salary rate they would have received if they had been on the job.
- Sec. 1307 INELIGIBILITY FOR BENEFITS: Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 33 of this Agreement.
- Sec. 1308 COORDINATION WITH DISABILITY BENEFITS: Eligible employees, subsequent to exhausting all accumulated sick leave hours as per Section 1504(F), may use accrued vacation hours in conjunction with either State Disability Insurance or the County Long Term Disability Plan in order to receive an amount equal to the bi-weekly rate of pay the employee would have otherwise received had he actually worked his/her normal schedule.

#### ARTICLE 14 HOLIDAYS

- Sec. 1401 HOLIDAY POLICY: Paid holidays shall be authorized only for regular full-time, regular part-time, and provisional employees. To be entitled to pay for such paid holidays, an employee must be entitled to full compensation for his/her regularly scheduled shift both the day before and the day after such paid holiday.
- Sec. 1402 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. Veteran's Day, November 11;
  8. Thanksgiving Day, the fourth Thursday in November;
  9. Day After Thanksgiving;
  10. Christmas Day, December 25;
  11. And every day appointed by the President of the United States or Governor of the State for public fast, Thanksgiving or holiday, when specifically authorized by the Board of Supervisors.

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

- A. In addition to the holidays listed above, effective January 1st of each year, each regular, full-time employee covered under the terms of this Agreement shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. For employees on 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.

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

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

Sec. 1403 HOLIDAY PAY: If a holiday falls within a bi-weekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within the bi-weekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed 12 hours. Holidays for part-time employees shall be pro-rated based upon the total number of hours regularly worked.

Sec. 1404 WORK ON HOLIDAYS:

- A. Regular full-time and regular part-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half their regular rate of pay for hours actually worked between the hours of 12:01 a.m. and 12:00 midnight of the holiday, in addition to receiving straight time payment for said holidays. Such straight time pay shall not exceed the number of hours usually scheduled on that day, and shall in no case exceed twelve (12) hours.
- B. Exempt employees that are mandated to work on a County designated holiday, shall receive their regular salary for the hours worked. In addition, they shall be credited with vacation leave (or annual leave where applicable) hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve (12) hours.
- C. Any such employee whose regularly scheduled day off falls on a paid assigned holiday, shall be credited with vacation leave (or annual leave where applicable) hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve (12) hours.

ARTICLE 15  
SICK LEAVE

Sec. 1501 SICK LEAVE ACCRUAL RATES: Regular employees shall accrue 0.0385 hours of sick leave with pay for each hour of compensation to a maximum of 3.08 hours per pay period.

Sec. 1502 MAXIMUM SICK LEAVE ACCRUAL: The maximum allowable sick leave accrual shall be eight hundred (800) hours except for the following conditions:

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

Sec. 1503 ADVANCED SICK LEAVE CREDIT: New regular, full-time employees shall receive an advanced sick leave credit of 40.04 hours (approximately thirteen (13) bi-weekly pay periods) as of the date of hire. Said sick leave credit

advancement shall be balanced upon completion of thirteen (13) bi-weekly pay periods of service or upon earlier separation.

Sec. 1504 APPROPRIATE USES OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:

- A. Absence caused by illness or injury of an employee.
- B. Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the agency or department head.
- C. Maternity leave as provided in these Articles.
- D. Unless authorized by the Director-Human Resources, a maximum of one hundred (100) hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his/her immediate family. For the purposes of this Section, "immediate family" shall mean the husband, wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law of employee.
- E. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification of a physician that such usage is medically required.
- F. If otherwise eligible, sick leave, annual leave, vacation, or compensatory time may be used in conjunction with either State Disability Insurance or the County Long Term Disability Program in order to receive an amount equal to the bi-weekly rate of pay the employee would have otherwise received had he actually worked his/her normal schedule.

Sec. 1505 DEPARTMENTAL/AGENCY RESPONSIBILITY FOR ADMINISTRATION: Each agency or department head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Employees required to produce such evidence for illness of less than three (3) days shall be notified of this requirement in advance. Any person absent from work on sick leave shall notify his/her department or agency head on the first day of such leave and as often thereafter as directed by his/her agency or department head. The Director-Human Resources or the department or agency head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

- Sec. 1506 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his/her illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his/her absence on any day after the five days unless and until he 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 seven (7) consecutive calendar days due to illness or accident may, at the discretion of his/her appointing authority or the Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at County expense.
- Sec. 1507 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. 1508 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION OR RETIREMENT: The County shall make a cash payment of 25% of all unused sick leave upon occurrence of the following:
- A. All employees with 20,800 hours (approximately ten (10) ten years) or more of continuous County service shall upon retirement or termination, except discharge for cause, receive a cash payment of 25% of their unused sick leave balance.
  - B. The amount of all payment prescribed by this Section shall be computed on the basis of the hourly rate equivalent of the employee's base hourly rate of pay/salary on the last day worked.
- Sec. 1509 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly rate of pay/salary rate earnable by the employee on each day that he is on sick leave.
- Sec. 1510 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave shall not be used to continue the hourly rate of pay/salary of any employee after it has been determined by the County's Employee Health Services Physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement. Sick leave may not be utilized by such employee after such determination has been made in conformance with Section 4850 of the California Labor Code and/or County Retirement Board.

- Sec. 1511 USE OF SICK LEAVE FOR MATERNITY: An employee may elect to use accumulated sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall not be counted as part of the one year available for maternity leave without pay.
- Sec. 1512 SICK LEAVE BENEFITS FOR PART-TIME EMPLOYEES: Regular part-time employees shall receive sick leave benefits on a pro-rata basis. Usage and maximum accruals of the sick leave benefits shall be governed by these Articles.
- Sec. 1513 INELIGIBILITY FOR BENEFITS: Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 33 of this Agreement.

#### ARTICLE 16 INDUSTRIAL LEAVE

- Sec. 1601 APPLICATION FOR INDUSTRIAL LEAVE: Any employee absent from work due to illness or injury arising out of and in the course of employment may receive full compensation for up to the first twenty-four (24) working hours for such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by the Chief Deputy Executive Officer (Risk Management).
- Sec. 1602 BASIS FOR GRANTING INDUSTRIAL LEAVE: Paid industrial leave shall be approved if:
- A. The accident or illness was not due to the employee's negligence; and
  - B. The absence from work is substantiated by a licensed physician's statement certifying that the nature of the illness or injury is sufficiently severe to require the employee to be absent from his/her duties during a rehabilitation period.

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

- Sec. 1603 SUPPLEMENTAL PAID INDUSTRIAL LEAVE: If the employee becomes eligible for payment under the Labor Code of the State of California, either through hospitalization or length of disability, for benefits for the first twenty-four (24) working hours of disability as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to his/her full regular hourly rate of pay/salary for the first twenty-four (24) working hours of disability if the conditions in Section 1602 are met. In no event shall benefits under this section be combined with benefits under the Labor Code of the State of California so as to provide payments in excess of an employee's base hourly rate of pay/salary.
- Sec. 1604 USE OF OTHER LEAVE: If the request for paid industrial leave is denied, the employee may elect to use accumulated annual leave, sick leave or accrued vacation time to receive full compensation for the initial twenty-four (24) working hours following the accident or illness.
- Sec. 1605 FULL HOURLY RATE OF PAY/SALARY: Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take as much of his/her accumulated annual leave, sick leave or accumulated vacation so as when added to his/her temporary disability indemnity, it will result in payment to him of his/her full hourly rate of pay/salary.
- Sec. 1606 EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY: An employee who has exhausted his/her industrial leave with pay as provided in Section 1602 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. 1607 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 1606 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. 1608 VACATION ACCRUAL WHILE ON TEMPORARY DISABILITY: An employee who is on temporary disability leave of absence as provided in Section 1606 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. 1609 HOLIDAY ACCRUAL WHILE DISABLED: An employee who is on temporary disability leave of absence as provided in Section 1606 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. 1610 HEALTH PLAN CONTRIBUTION: For employees on temporary disability leave of absence without pay as provided in Section 1606, 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. 1611 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. 1612 RELATIONSHIP TO LABOR CODE: Payment of hourly rate of pay/salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.
- Sec. 1613 INDUSTRIAL LEAVE REVIEW: The parties agree that during the term of this Agreement to form a Labor/Management Committee to review and recommend changes to the Industrial Leave Plan that will streamline the process and simplify leaves of absence, failure to return to work and Americans with Disabilities Act (ADA) process.

## ARTICLE 17 LEAVES OF ABSENCE

- Sec. 1701 LEAVES OF ABSENCE - GENERAL POLICY: Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training or assisting other public jurisdictions, may be granted by the appointing authority not to exceed one year when such leave is in the best interest of the County. Additional leave for the same purposes may be granted by the Director-Human Resources with the concurrence of the appointing authority. This Section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.
- Sec. 1702 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. 1703 EARLY RETURN FROM LEAVES OF ABSENCE: An employee absent on authorized leave may return to work prior to expiration of the period of authorized leave upon receiving permission from the appointing authority.

Sec. 1704 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/her immediate family. When travel to distant locations or other circumstances requires absence in excess of three consecutive working days, the appointing authority may allow the use of accrued annual leave or vacation; or, up to two days of accrued sick leave to supplement the three working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the husband, wife, domestic partner, parent, brother, sister, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or stepparent of an employee.

Employees on an unpaid leave of absence shall not qualify to use bereavement leave.

Sec. 1705 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. 1706 LENGTH OF MATERNITY LEAVE: A maternity leave of absence without pay shall be granted by the appointing authority in accordance with the minimum provided under State/Federal law. Additional leave, up to a total combined maximum of one year, may be granted by the appointing authority.

Sec. 1707 PARENTHOOD LEAVE: Upon approval by the Department/Agency head, an employee may be granted a Parenthood Leave without pay of up to six (6) months in connection with the legal adoption of a child provided the employee meets the following conditions:

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

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

#### ARTICLE 18 PART-TIME EMPLOYEES

Sec. 1801 DEFINITION OF PART-TIME EMPLOYEE: The use of the term part-time in this contract is defined as an employee regularly working less than eighty (80) hours in a bi-weekly pay period.

Sec. 1802 DEFINITION AND BENEFITS, IN GENERAL: Benefits for employees designated as part-time who regularly work less than eighty (80) hours per bi-weekly pay period and who work less than 1664 hours per calendar year shall be limited to those specifically provided in this Memorandum. Such benefits shall accrue on a pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80) in a bi-weekly pay period. This Section shall not apply to employees involuntarily placed on a part-time schedule.

#### ARTICLE 19 PROBATIONARY PERIOD

Sec. 1901 LENGTH OF PROBATIONARY PERIOD:

- A. The probationary period is 1,040 compensable hours exclusive of overtime or any hours/time an employee is on an unpaid leave of absence, with the exception of leave resulting from an accepted worker's compensation case. If federal, state or local law requires a longer probationary period, such law shall prevail. The probationary period for a part-time employee shall be the same as full-time employees.

- B. The probationary period for employee's serving their initial County service probationary period in a professional classification shall be 2,080 hours exclusive of any hours/time an employee is on an unpaid leave of absence, with the exception of leave resulting from an accepted worker's compensation case. Equal Employment Opportunity Commission rules, not bargaining unit or FLSA status, shall govern the definition of Professional for the purposes of this section.

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

Sec. 1902 EMPLOYEES WHO MUST SERVE PROBATIONARY PERIODS: The following employees shall serve probationary periods:

1. Newly hired employees.
2. Employees who are promoted.
3. Persons appointed from re-employment, classification reinstatement, or layoff transfer eligible lists to a formerly held classification in an agency/department different from the one from which they were laid off. Persons not successfully completing probation may have their names restored to the list from which they were appointed based upon their previous date of eligibility.
4. Persons appointed from reemployment or classification reinstatement eligible lists. However, persons reemployed following layoff or reinstated to a formerly held classification following a reduction in force who are so reemployed or reinstated within ninety (90) calendar days of such layoff or demotion and who are reemployed or reinstated within the agency/department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.
5. Persons appointed from County service reinstatement eligible lists.

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

Sec. 1903 EXTENSION OF PROBATIONARY PERIOD: Employees serving a probationary period may request and the Department/Agency head on his/her own initiative may authorize an extension of the probationary period of an additional 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 Department/Agency head shall notify the Director-Human Resources and the employee of any extension and the reasons therefore.

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

Sec. 1904 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 months from the date of appointment and at least fifteen 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. 1905 RETURN TO PREVIOUS POSITION: A promoted employee who is dismissed during his/her probationary period, except if the cause warrants action to dismiss him from the County Service, shall return to the position in which he held permanent status, if vacant, or any other vacant position in his/her former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in his/her permanent personnel file. Upon a return to his/her former position in the same agency or department, the employee shall not serve a new probationary period. In the absence of such vacancy in the agency or department in which he held permanent status, the dismissed probationary employee may either:

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

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

- C. When an employee takes a probationary demotion to a lower related class in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.
- D. Be placed on the reemployment list for two years for the last classification where permanency was held. The first vacancy that occurs anywhere in the previously employing department or agency in that classification shall be given to the employee. He shall not serve a new probationary period when reemployed.

## ARTICLE 20 PERFORMANCE EVALUATIONS

- Sec. 2001 ADMINISTRATION OF EVALUATION PROGRAM: Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the Director-Human Resources according to the schedule in Section 2004 and 2005. One copy of each fully completed and signed report shall be given to the employee.
- Sec. 2002 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 or agency head, or to the Director-Human Resources. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee.
- Sec. 2003 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance evaluations reports shall be confidential and shall be made available as required to the employee, appointing authority, Director-Human Resources, and the Arbitrator. The employee may designate in writing that his/her VEA representative may inspect such evaluations.

- Sec. 2004 PROBATIONARY EVALUATIONS: In accordance with the schedule detailed in Section 1901.
- Sec. 2005 ANNUAL PERFORMANCE EVALUATIONS: Upon completing 3,120 hours of service (approximately eighteen (18) months) after hire or promotion, and after completing every 2,080 hours of service (approximately twelve (12) months) thereafter.
- Sec. 2006 PERFORMANCE EVALUATION TIMEFRAMES: Annual performance evaluations are required as noted above, Agency/Department heads may designate specific timeframes for completion and administration of this process.

## ARTICLE 21 PERFORMANCE PROBLEMS

- Sec. 2101 COUNSELING: In the event an employee's performance is unsatisfactory or needs improvement, informal Coaching or documented counseling shall be provided by the employee's first-level supervisor. Documentation of such counseling shall be given to the employee within five (5) business days.
- Sec. 2102 UNFAVORABLE REPORTS ON PERFORMANCE (Counseling Memos, Written Admonishments, and Reprimands): If upon such counseling an employee's performance does not improve and disciplinary action could result, a written report shall be prepared by the supervisor, including specific suggestions for corrective actions, if appropriate. A copy shall be given to the employee and a copy filed in his/her personnel file. Provided no additional report has been issued during the intervening period, each report shall be removed from the employee's file at the end of two years if requested by the employee. The County agrees that such reports shall not be submitted nor should any reference be made to such reports by the County in Civil Service Commission hearings or arbitrations arising from appeals or grievances after the two-year period provided for under this Section.
- Sec. 2103 IMMEDIATE DISCIPLINE: This article shall not operate as a bar to immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct or performance warrants such action and where such action is permissible under law.

ARTICLE 22  
PERSONNEL FILE

- Sec. 2201 EMPLOYEE ACKNOWLEDGMENT OF MATERIAL PLACED IN PERSONNEL FILE: No material relating to performance appraisal, hourly rate of pay/salary action or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his/her signature on the material to be filed with the understanding that, although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his/her personnel file with an appropriate notation by the person filing it.
- Sec. 2202 FULL RIGHT OF INSPECTION OF EMPLOYEE PERSONNEL FILE: With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of his/her personnel file, or he may designate in writing his/her VEA representative to inspect the file.

ARTICLE 23  
ADDITIONAL EMPLOYEE BENEFITS

- Sec. 2301 DEFERRED COMPENSATION: Employees in the units covered by this agreement may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum amount allowed under the County's plan but must contribute at least one and one-half percent (1.5%) of hourly rate of pay/salary. The County will match contributions to the 401(k) plan according to the following schedule:

<u>Employee Contribution</u>	<u>County Match</u>
1.5% - 1.99%	1.5%
2.0% - 2.99%	1.75%
3.00% or more	2.00%

- Sec. 2302 SERVING AS WITNESS: No deductions shall be made from the hourly rate of pay/salary of a regular employee for an absence from work when subpoenaed to appear in court as a witness, other than as a litigant. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee. Any fee or compensation for



the service itself must be returned to the County for any days of absence for which the employee receives hourly rate of pay/salary as for a day worked, except that if such service occurred during the employee's vacation or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.

- Sec. 2303 JURY SERVICE: No deductions shall be made from the hourly rate of pay/salary of a regular employee absent from work when required to appear in court as a juror. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor. The absence of an employee for the purpose as described above shall be reported to the appointing authority on the bi-weekly time report submitted to the County Auditor. Employees may retain fees received for serving on a jury.
- Sec. 2304 PARKING SPACE: The County shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.
- Sec. 2305 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.
- Sec. 2306 PESTICIDE APPLICATOR'S CERTIFICATION: The County shall pay those fees assessed an employee who maintains certification as a pesticide advisor and/or certification to apply pesticides or herbicides provided, however, that such certificate is designated as necessary by the Department/Agency head to perform the assigned duties and that payment provided under this Section is approved in advance. The County shall cover costs for fees paid for approved classes appropriate for maintaining certification.
- Sec. 2307 SAFETY SHOE REIMBURSEMENT: Effective July 1, 2008, and each July 1<sup>st</sup> thereafter, employees whom the appointing authority has determined must wear safety shoes, shall be eligible to receive a \$225 voucher towards the purchase and/or maintenance of such shoes for wear on the job. A new employee shall become eligible to receive a voucher upon hire. The parties recognize and agree that distribution of the voucher completely satisfies any obligation the County may have with respect to the provisions of safety shoes. Upon demonstration of need and approval by the appointing authority, an employee may receive an additional \$225 voucher towards the purchase of a replacement pair of safety shoes.

ARTICLE 24  
TRANSFERS

- Sec. 2401 DEFINITION: A transfer is a change 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.
- Sec. 2402 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. 2403 HOURLY RATE OF PAY/SALARY AND MERIT QUALIFYING HOURS NEEDED ON TRANSFER: If the transfer occurs within the County Service, there shall be no change in hourly rate of pay/salary rate. Any regular employee may be transferred from one position to another in either the same classification or to one, which has the same pay/salary range. An employee so transferred shall not have his/her merit qualifying hours modified.
- Sec. 2404 PROBATIONARY PERIOD ON TRANSFER: If transfer occurs within the County Service, the employee shall not be required to serve another probationary period.
- Sec. 2405 APPROVAL OF TRANSFER: All transfers must have the written approval of the appointing authorities concerned and the Director-Human Resources.
- Sec. 2406 HOURLY RATE OF PAY/SALARY AND MERIT INCREASE HOURS NEEDED ON INVOLUNTARY TRANSFER: Whenever an employee is involuntarily transferred to a position in a different classification having the same pay/salary range as his/her former position, he shall retain his/her hourly rate of pay/salary rate and his/her merit qualifying hours needed will not be modified.
- Sec. 2407 WRITTEN REQUEST FOR TRANSFER: Any employee wanting to transfer shall submit a request in writing to the Director-Human Resources indicating his/her desire to transfer, his/her present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 2408 CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER: Whenever the Director-Human Resources receives a request for certification of eligibles to an appointing authority, all persons who, within one year from the date of the 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. 2409 TRANSFER WITHIN DEPARTMENT/AGENCY: An employee desiring transfer to another position within the same Department/Agency may request consideration for transfer by memo to the designated department/agency personnel officer.

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

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

Sec. 2410 DURATION OF TRANSFER REQUEST: Except as provided in Section 2409 and notwithstanding any other consideration, a transfer request shall not be honored for more than one year. In addition, a transfer request may be invalidated for any of the following reasons:

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

## ARTICLE 25 REDUCTIONS IN FORCE

Sec. 2501 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.
- C. All merit increases may be delayed for 2,080 hours.
- 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-day, or a demotion or reduction in pay equivalent to a suspension of more than one day. If an employee has been demoted as a result of this provision then, for further reduction in force decisions, such disciplinary action will not be considered.
  - 7. Permanent employees.

Sec. 2502 SENIORITY: Seniority shall be determined by each employee's continuous County service. All uninterrupted employment with the County, including all compensated hours exclusive of overtime as a provisional, probationary, fixed term, regular full-time or part-time employee, shall be counted as continuous County service seniority. A separation from the County service shall be the only cause for interrupting employment with the County. A separation of three 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. 2503 ORDER OF LAYOFF: The determination of which employee(s) shall be laid off shall be made within each Department/Agency on a classification-by-classification basis. The County shall designate classification(s) to be affected. The order of layoff shall be determined by length of seniority.

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

- Sec. 2504 TRANSFER IN LIEU OF DEMOTION: A permanent employee who is to be laid off shall have the right to transfer and/or voluntarily demote and transfer to any vacant position in the employee's department/agency for which he is qualified. The provisions of these Articles shall govern such transfers and/or voluntary demotions and transfers. If there are two or more employees to be laid off and they opt to exercise this right and request to transfer and/or demote and transfer to the same vacant position, then the employee with the greatest seniority shall have the right to fill such vacancies. If the seniority status of these employees is equal, the appointing authority shall have the right to fill such vacancy.
- Sec. 2505 DEMOTION IN LIEU OF LAYOFF: If there are no vacant positions to which a permanent employee who is to be laid off permanent employee shall have the right to demote to any class within his/her department/agency in which that employee previously held permanent status. Bumping shall not be restricted to classes within a bargaining unit. Should an employee bump into a class in another bargaining unit, then the layoff procedures applicable to that bargaining unit shall be controlling. There does not need to be a vacant position within the classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee was demoted, then such layoff shall be made in accordance with the provisions of the agreement which is controlling for the classification.
- Sec. 2506 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 Reemployment Eligible Lists: one which includes only the names of the laid off employees within a department or agency, and the other which has the names of all other County employees who were laid off. The department/agency reemployment list shall have priority over the Countywide reemployment list. Eligibles on the Reemployment List shall be ranked in reverse order of the order of layoff. Each person's name shall remain on such list for a period of two years following the date that their name was placed on such eligible list, or until they have been reemployed, or until their name has been removed from the eligible list in accordance with the provisions of Section 717 of the Ventura County Personnel Rules and Regulations, whichever occurs first. Eligibles on the reemployment list shall be reappointed to vacant positions as they occur in the classification and agency/department in which they were employed immediately prior to layoff. Such eligibles shall be interviewed for consideration for reappointment to vacant positions in other agencies/ departments in the classification in which they were employed immediately prior to layoff.

Sec. 2507 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 Classification Reinstatement Lists: one which includes only the names of the demoted employees within a department or agency, and the other which has the names of all other County employees who were demoted from the specific classification. The department/agency classification reinstatement list shall have priority over the Countywide classification reinstatement list. Eligibles on the Classification Reinstatement List shall be ranked in reverse order of the order of their demotions. Each person's name may remain on such list for a period of two years following the date that their name was placed on such eligible list, or until they have been reinstated to the classification from which they were demoted, or until their name has been removed from the eligible list in accordance with the provisions of Section 717 of the Ventura County Personnel Rules and Regulations, whichever occurs first. To remain on a Classification Reinstatement List, a person must maintain status as a County employee. Eligibles on the Reinstatement List shall be reappointed to vacant positions as they occur in the classification in which they were employed immediately prior to layoff. Such eligibles shall be interviewed for consideration for reappointment to vacant positions in other agencies/departments in the classification in which they were employed immediately prior to layoff.

Sec. 2508 RESTORATION OF BENEFITS:

- A. Sick Leave - For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are reappointed. Whenever a person becomes ineligible for reemployment and such person has not been reemployed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Section 1508 of this Memorandum.
- B. Seniority - For laid off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated
- C. Hourly rate of pay/salary - Laid off employees who are reemployed, or demoted employees who are reinstated to the classification demoted from, shall receive hourly rate of pay/salary equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the pay/salary range of the classification, whichever is less, upon reemployment or classification reinstatement.

- D. Vacation Accrual Rates - Laid off employees who are reemployed shall have the vacation accrual rate they held immediately prior to layoff restored.
- E. Merit Qualifying Hours Needed: An employee who is re-employed while in layoff status shall retain the merit qualifying hours needed as of the time of the layoff.
- F. Retirement Contributions - Upon reemployment, laid off employees shall not be required to redeposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however, that the employee may elect to redeposit said funds to the retirement system.
- G. Grievability - Persons disputing the application or interpretation of layoff, reemployment and/or classification reinstatement policies shall use the grievance procedure to resolve their dispute and shall not have any such allegation considered under any other County administrative procedure.

Sec. 2509 PRIORITY OF LISTS: The order of priority of eligible lists for certification to an appointing authority shall be: Classification Reinstatement List, Reemployment List, Department/Agency Promotional List, Countywide Promotional List, County Service Reinstatement List, Transfer List, and Open List.

## ARTICLE 26 PRODUCTIVITY

For the duration of this Memorandum, VEA 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 27 NO STRIKE/NO LOCKOUT

During the term of this Memorandum of Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by VEA, 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 28  
NON-DISCRIMINATION

NON DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY:

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.

The County of Ventura's Equal Employment Opportunity Plan will be fully supported by VEA.

ARTICLE 29  
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 do 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.

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 30  
UNION RIGHTS

Sec. 3001 UNION BUSINESS/STEWARDS TIME: On January 1<sup>st</sup> of each year, a VEA Stewards' Bank comprised of four hundred (400) hours of release time will be established for use by Stewards on the preparation and presentation of filed grievances. No one steward shall use more than twenty-five percent (25%) of the Stewards' Bank. The bank hours used will be in accordance with the provisions of this article, and Stewards are required to report all bank hours on their time cards.

VEA Board members who attend board meetings during working hours will do so on their own time.



It is further agreed that Officers, Executive Board Members, and Stewards will conduct all other Union business, except for time spent in negotiations or (as per Section 3002-B-1) by Stewards representing employees in Management-initiated, "Weingarten" investigatory meetings, on their own time by utilizing vacation time or leave without pay.

The President of VEA is authorized to use up to thirty (30) additional hours of County paid time per year with departmental/agency head approval to attend recognized employee organization conferences. In addition VEA paid staff are authorized to visit workstations of Board Members to obtain signatures on official VEA documents.

Sec. 3002 UNION STEWARDS: The County affirms the right and recognizes the necessity of the Union to designate employees as Stewards. It is agreed by the County and the Union that the purpose of all Union Representatives is to promote an effective relationship between the County and the Union by assisting in settling grievances at the lowest possible level of the grievance procedure.

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

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

B. Representational Duties:

1. When requested by an employee and utilizing Stewards' Bank Time, a Steward may, assist in the preparation and presentation of informal and formal grievances. Weingarten

meetings are on County time, but the time spend attending to these meetings shall not be drawn from the Stewards' Bank.

2. After notifying and receiving approval of his/her immediate supervisor, a Steward shall be allowed reasonable time off during working hours (without loss of time or pay) drawn from the Stewards' Bank or the employee's accrued leave to present such formal grievances. The immediate supervisor will authorize the Steward to leave his or her work unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the Steward of the reasons for the denial and establish an alternate time when the Steward can reasonably be expected to be released from his or her work assignment.
3. When a Steward desires to contact an employee at his/her work location, the Steward shall first contact the immediate supervisor of that employee to make an appointment, advise him/her of the nature of the business, and obtain the permission to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the Steward when he can reasonably expect to contact the employee. Where this prohibition extends beyond one (1) working day, the time limits of the grievance procedure shall be extended for the length of the delay.
4. Interviews or discussions with an employee and a Steward during working hours will be handled expeditiously. A Steward is authorized by the Union to act on behalf of VEA regarding grievances and work condition issue related to the area of representation.
5. Any disputes arising from the use or placement of Stewards which cannot be resolved between VEA and the Department shall be referred immediately to the Director-Human Resources who will attempt to resolve the matter.
6. The Stewards shall be required and held accountable to complete their usual work assignments and shall not be authorized to work overtime to accomplish work, which would otherwise be part of his/her normal assignment. The Stewards are required to report all Stewards' Bank Time used on their timecard.

7. It is understood by the parties that conducting new employee orientation or distributing Union information are not eligible uses for Stewards' Bank Time.

Sec. 3003 NEGOTIATING COMMITTEE: The committee authorized by VEA to consult, meet and confer, or negotiate collectively shall consist of the President and not more than three (3) employees for each bargaining unit covered by this Memorandum of Agreement who are compensated for hours spent in negotiations. Employee members will be paid by the County for the time spent in negotiations with management, but only for the straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held 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: The Director of Human Resources will notify VEA of scheduled main new employee orientations at which time staff or employee representatives of VEA may meet with the new employees at the conclusion of the main new employee orientation. When invited to do so by the head of a County agency, or the head of a County department not part of an agency, staff or employee representatives of VEA may participate in training or orientation sessions for employees in that department or agency.

Sec. 3005 EMPLOYEE LISTS: The County shall furnish VEA on a bi-weekly basis a listing of new employees hired and employees terminated within VEA bargaining units.

Sec. 3006 UNION SPONSORED DEDUCTIONS: In the event VEA wishes to utilize a new payroll deduction code for a Union-sponsored activity, VEA shall make a request of the County Auditor-Controller. Dependent upon the availability of additional codes and the agreement of the Auditor-Controller, the new code may be instituted. Upon such approval, VEA shall pay in advance to the County Auditor-Controller the sum of nine hundred fifty dollars (\$950) for activating the code. Existing codes and changes shall be processed without cost to the Union.

The County and VEA 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 VEA -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 who

are represented by VEA and between the paid staff of VEA and such employees, provided that:

- A. Paid staff of VEA shall pick up and deliver all messages being communicated outside the County's normal distribution route.
- B. All mass communications intended for broad departmental distribution shall be approved in advance by the County Executive Officer or his/her designated representative.

Sec. 3008 MEETING SPACE: Upon written request of VEA, the County may provide meeting space outside working hours, provided such place is available and VEA complies with all departmental rules and policies of the Board of Supervisors.

Request for use of facilities will be made in advance to the department head and will indicate the date, time, and general purpose of the meeting and facilities needed.

Sec. 3009 BULLETIN BOARDS: The County will designate a bulletin board or a portion of an existing bulletin board in each department/agency for the exclusive use of VEA. The space allotted shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the Department/Agency head or his/her designated representatives. If the Department/Agency head objects to the contents of such material, he shall immediately notify VEA staff or its representative. Such material shall be removed from the board, based upon the Department/Agency head's objections and if an agreement cannot be reached between VEA and the Department/Agency head, the matter shall be immediately referred to the Director-Human Resources for resolution. If either party objects to the Director-Human Resources' decision, he has the alternative of filing an unfair labor practice charge before the Civil Service Commission. VEA 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 steward, officer, or staff member of VEA.

Sec. 3010 DISPLAY OF MATERIALS: Within the non-working areas of all departments, a specific area shall be provided to be used for the display and distribution of VEA materials and information. Regulations governing said display and distribution shall be the same as those contained in Section 3009 of this Article.

Sec. 3011 UNIT DETERMINATIONS: The parties agree that Article 20 Sections 2011 and 2012 of the Ventura County Personnel Rules and Regulations shall be removed from the jurisdiction of the Civil Service Commission. Jurisdiction to

make determinations as to decertification or modification of any unit(s) represented by VEA shall be submitted to arbitration. The cost of arbitration shall be divided equally between VEA, the moving party, and the County. The decision of the arbitrator shall be final and binding.

Sec. 3012 UNION SECURITY:

- A. All unit employees who on the effective date of this MOA are members of VEA and all unit employees who thereafter voluntarily become members of VEA shall continue to have such deduction made by the County during the term of this MOA subject to revocation pursuant to the terms of the employee's dues authorization card or other written agreements for deductions.
- B. Any unit employee who is not a member of VEA as of the date this MOA is adopted and who chooses to become a member of VEA shall be required to complete a dues authorization card in which the employee clearly and affirmatively indicates that the employee is electing to join VEA and have dues deducted from the employee's paychecks. Notwithstanding the provisions of Government Code Section 1157.12, such dues authorization card shall, as VEA has requested, be submitted directly to the County Auditor-Controller's Office for processing.
- C. Pursuant to Government Code Section 1157.12, any employee wishing to revoke the employee's dues authorization must submit a request directly to VEA, pursuant to the terms of the employee's dues authorization card or other written agreement-for deductions.
- D. VEA shall provide bi-weekly updates, when necessary, to the Auditor-Controller indicating any revocations submitted by members during the preceding bi-weekly period. Such updates shall identify the employee(s) by name and County identification number at a minimum.
- E. VEA agrees to fully indemnify the County and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken by or on behalf of the County under this section.

Sec 3013 UNFAIR PRACTICES: The parties agree that Article 20, Sections 2014 and 2015 of the Ventura County Personnel Rules and Regulations shall be removed from the jurisdiction of the Civil Service Commission Charges of unfair practices shall be submitted to advisory arbitration. The request for advisory arbitration shall be made in accordance with Section 3209. The

cost of advisory arbitration shall be divided equally between VEA and the County.

ARTICLE 31  
GRIEVANCE PROCEDURE

Sec. 3101 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 Memorandum of 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. 3102 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 3101, 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. 3103 PROCEDURE:

1. Informal Discussion

- A. Within twenty-one (21) calendar days from the date of the action causing the complaint, the grievant shall discuss his/her complaint in a meeting on County time with his/her immediate supervisor. In the case of a complaint of illegal discrimination, the employee may file a complaint in accordance with the procedures listed below. Employees may also file a complaint with the County's Equal Employment Opportunity Officer in County Human Resources. In either situation, informal discussion or illegal discrimination the grievant shall have the right to union representation.
- B. Within seven (7) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor:

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

3. Formal Complaint - Step 2, Division Head

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

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

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

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

Sec. 3104 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by VEA by submitting a letter requesting that the grievance be submitted to arbitration to the Director-Human Resources within ten (10) calendar days after the Department/Agency head renders a decision. Prior to submitting the matter to arbitration, the Director-Human Resources, or her designee, may meet with VEA in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to



the County Executive Officer (CEO) for his/her approval. The CEO shall advise the parties of his/her decision within ten (10) calendar days after the receipt of the proposed resolution. If the CEO concurs with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CEO rejects the agreement or fails to respond within the ten (10) working days described above, VEA 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 VEA and the Director-Human Resources or his/her designee.

- B. Within fifteen (15) calendar days of the receipt of notice of appeal to arbitration, the parties shall attempt to choose an arbitrator from those listed in Appendix A to this agreement to hear the matter. In the event the parties cannot mutually agree on an arbitrator within that time, the State Conciliation Service shall be immediately asked to provide the parties with a panel of five individuals from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.
- C. Costs of the Arbitrator and Court Reporter, if any, shall be shared equally by the parties. If one party chooses to record the hearing, it shall, upon request, provide the other party and/or the arbitrator with a copy of that recording.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this 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, VEA, and the employee affected, subject to judicial review.
- E. If either the County or VEA 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 question 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. 3105 GRIEVANCE REMEDIES: Any remedy awarded in conjunction with a grievance submitted pursuant to this Article, either during the informal or formal grievance process as set forth in Section 3103, above, or from the ensuing arbitration, as set forth in Section 3104, above, including any back pay or benefits, shall be limited to 90 days from the date the formal written grievance is filed at Step 1, as set forth in Section 3103(2)(A), above.

Sec. 3106 WAIVER AND LIMITS: Grievances may, by mutual written agreement, be referred back for further consideration or discussion to prior steps or advanced to a higher step in the grievance procedure. Except for the time limitations set forth in Section 3105, above, time limits specified in the grievance procedure of this MOA may be waived by mutual written agreement

Sec. 3107 MEDIATION: Prior to an arbitration hearing, VEA 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 VEA 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. 3108 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 VEA and/or the grievant fail to initiate or appeal any grievance within the specific time limits, the grievance shall be considered resolved on the basis of the County's last response and shall be considered waived and abandoned for all purposes.

Sec. 3109 TIME OFF FOR GRIEVANCE RESOLUTION: An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by his/her appointing authority to process, prepare and resolve his/her grievance.

Sec. 3110 GRIEVANCES AND RULES OR MEMORANDA CHANGES: Grievances shall be arbitrated on the basis of the Rules, Memorandum, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.

## ARTICLE 32 DISCIPLINARY ARBITRATION

Sec. 3201 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. 3202 WRITTEN ORDER FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, and DISMISSAL: The continuing employment of every regular employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, or demoted and suspended for cause as specified in Section 3203 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 VEA.
- B. Within seven (7) calendar days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority in said Notice of Disciplinary Action, the employee may respond to the proposed action. Such response may be presented orally or in writing. The employee has a right to have a VEA 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/her of his/her right to request that VEA submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that Notice must be filed with the Director-Human Resources and VEA.

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

- Sec. 3203 CAUSES FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL: In accordance with Section 1345.1.4.13.1 of the Ventura County Ordinance Code, causes for disciplinary action are as follows: fraud in securing appointment, incompetency, inefficiency, inexcusable neglect of duty, physical or mental disability in accordance with Federal and State Law, insubordination, dishonesty, being under the influence of illegal drugs and/or alcohol while on duty, intemperance, addiction to the use of narcotics or habit forming drugs, inexcusable absence without leave, conviction of a felony or misdemeanor involving moral turpitude, immorality, discourteous treatment of the public or other employees, improper political activity in violation of Article 24 of the Ventura County Personnel Rules and Regulations or Sections 1351 and 1351.1 of the Ventura County Ordinance Code, willful disobedience, violation of any provision of Article IV of the Ventura County Ordinance Code, which among other things includes the corrupt use of official authority or influence, or any other failure of good behavior or acts which are incompatible with or inimical to the public service.
- Sec. 3204 DISCIPLINARY REDUCTION IN HOURLY RATE OF PAY: In accordance with the necessity for taking disciplinary action, the hourly rate of pay of a VEA represented employee may be reduced by either 2.5% or 5% for a period of time not to exceed 1,040 hours for any one offense.
- Sec. 3205 SUSPENSION WITHOUT PAY: Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no hourly rate of pay/salary shall be paid the suspended employee for the duration of his/her suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of vacation and sick leave accruals.
- Sec. 3206 DEMOTION: The employee may be demoted to a classification, which has a lower pay/salary range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to the hourly rate of pay/salary in the range of the position to which he has

been demoted which is approximately 5% lower than the hourly rate of pay/salary he was receiving in the higher class. If the top step of the hourly rate of pay/salary in the range of the position to which he has been demoted is more than 5% lower than the hourly rate of pay/salary he was receiving in the higher class, the employee shall receive the top step of the hourly rate of pay/salary in the range of the position to which he has been demoted. An employee so demoted shall not have his/her merit qualifying hours needed reset.

Sec. 3207 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 VEA may request arbitration of any disciplinary action taken against an employee during his/her probationary period.

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

Sec. 3208 NON-DISCRIMINATION: Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, or functional limitation.

Sec. 3209 REQUEST FOR ARBITRATION: If an employee wishes to appeal a disciplinary action, he shall ask that the matter be submitted to arbitration by VEA. If VEA concurs, it shall submit to the Director-Human Resources, 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 VEA's request, the parties shall, within seven (7) calendar days, the parties shall attempt to choose an arbitrator from those listed in Appendix A to this agreement to hear the matter. In the event the parties cannot mutually agree on an arbitrator within that time, the State Conciliation Service shall be immediately asked to provide the parties with a panel of five individuals from which one name shall be selected by the

parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The remaining name shall be deemed to be the arbitrator for the instant appeal. The arbitrator shall conduct a hearing within thirty (30) days of being selected by the parties unless there is a mutual agreement to extend the time frame.

Sec. 3210 ARBITRATION COSTS: The costs of the arbitrator shall be paid by the losing party. In the event the arbitrator modifies the discipline imposed, the costs shall be shared equally by the parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If one party chooses to record the hearing, it shall provide the other and the arbitrator with a copy of that recording. If a cancellation fee is imposed on the parties by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.

Sec. 3211 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 none of the charges contained in the Notice of Disciplinary Action are true, then he shall set aside the action taken by the appointing authority. If the Arbitrator finds that some or all of the charges are true, then he shall make a decision confirming or modifying the action of the appointing authority provided, however, that his/her authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 3202. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 3205, 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, VEA.

Sec. 3212 GOVERNING PROVISIONS: All arbitration proceedings arising under this Article shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California. However, Code of Civil Procedure Section 1283.05, relating to discovery, shall not be a part of this Agreement. Further, subpoenas duces tecum may be issued by the attorney or other representative of a party as well as by the arbitrator. All other provisions relating to subpoenas found in Chapter 3 of Title 9 of the Code of Civil Procedure shall apply.

Sec. 3213 ARBITRABILITY: If either the County or VEA 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 will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such appeal fails to meet said test of arbitrability, he shall refer the case back to the parties without a decision or recommendation on its merits.

Sec. 3214 REPORT OF HEARING: The Arbitrator shall render his/her 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. 3215 VACATION OF ORDER: A decision of the Arbitrator may be modified or vacated, in whole or in part, and a new or further hearing granted on all or part of the issues on the application of a party to the arbitration for any of the following causes, materially affecting the substantial rights of the parties:

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

Sec. 3216 APPLICATION FOR VACATION OF ORDER: The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of his/her order and shall designate the grounds upon which vacation is requested.

Should the Arbitrator grant a hearing on the application or motion, the Arbitrator shall, after review of the application or motion, specify the ground or grounds on which it is granted and his/her reason or reasons for granting

the application or motion. At the hearing, the evidence introduced shall be limited to the ground or grounds upon which the hearing was granted. At the conclusion of the hearing, the Arbitrator shall either confirm his/her prior findings and decision or issue a new finding and decision.

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

Sec. 3217 DRUG AND ALCOHOL TESTING: VEA and the County agree to implement the County of Ventura Drug and Alcohol Testing Policy with respect to transportation (i.e. safety sensitive) employees dated May 1, 1995.

### ARTICLE 33 ANNUAL LEAVE

Sec. 3301 APPLICABILITY: The provisions of this Article shall apply only to those VEA-represented classes which participate in annual leave.

Sec. 3302 CONFLICTING ARTICLES INAPPLICABLE: Article 13 and Article 15 of this Memorandum of Agreement, both in whole or in part, except as otherwise provided herein, are not applicable to persons eligible for Annual Leave. Provisions of this Article are provided in lieu of the provisions of Articles 13 and 15, except as provided in this Article.

Sec. 3303 PURPOSE: To provide an annual leave policy which prescribes the manner in which annual leave is accrued and utilized. Annual leave is only authorized for regular, provisional, or part-time employees.



Sec. 3304 ACCRUAL RATES: Full-time employees shall accrue hours of annual leave with pay for each hour of compensation to a maximum of 80 hours per bi-weekly work period according to the following schedule:

<u>Compensable Hours</u>	<u>Annual Leave Credit Earned per Hour</u>	<u>Annual Leave Accrual</u>
Less than 10,400 hours (Approximately less than 5 Years)	.0769	20 working days
10,400 but less than 22,880 hours (Approximately 5 years but less than 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
41,600 or more (Approximately 20 or more Years)	.1231	32 working days

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

Sec. 3305 MINIMUM ANNUAL LEAVE USE: During the first 26 pay periods of employment, employees shall not be required to use annual leave; thereafter, employees shall be required to use no less than 10 days of annual leave in each succeeding 26 pay periods of employment.

Sec. 3306 ANNUAL LEAVE REDEMPTION: For employees hired before January 28, 2014: Upon using eighty (80) hours of annual leave during the preceding calendar year, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of accrued annual leave at his/her current base hourly rate of pay/salary rate. Such an employee must have a minimum of forty (40) hours of accrued annual leave after the payment. A request for payment in lieu of eighty (80) hours of annual leave accrual under this paragraph shall not be made more than once per calendar year. A request

for payment in lieu of forty (40) hours of annual leave accrual shall not be made more than twice per calendar year provided, however, in no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) in any one calendar year.

For employees hired on or after January 28, 2014: Upon using eighty (80) hours of annual leave during the preceding calendar year, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of accrued annual leave at his/her current base hourly rate of pay/salary rate. Such an employee must have a minimum of forty (40) hours of accrued leave after the payment. A request for payment in lieu of eighty (80) hours of annual leave accrual under this paragraph shall not be made more than once within the previous consecutive 12 months. A request for payment in lieu of forty (40) hours of annual leave accrual shall not be made more than twice within the previous consecutive 12 month, however, in no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) in any consecutive 12 month period.

Sec. 3307 ADVANCED ANNUAL LEAVE CREDIT: New full-time employees shall receive 43.064 hours of advanced annual leave accruals as of the date of hire. Said annual leave advancement shall be balanced upon working of 560 hours of compensable hours of service or upon earlier separation.

Sec. 3308 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. 3309 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. 3310 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. 3311 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. 3312 USE OF ANNUAL LEAVE WHEN PERMANENTLY INCAPACITATED: Annual leave shall not be used to continue the hourly rate of pay/salary of any employee after it has been determined by the County's Employee Health Services physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement. Annual leave credits may be utilized by such employee until such a determination has been made and appropriate action has been taken by the Ventura County Retirement Board.

Sec. 3313 LONG TERM DISABILITY PLAN:

A. The County will provide a Long Term Disability Plan for full-time employees in the Engineers Unit.

B. The Long Term Disability Plan shall have a waiting period of 30 calendar days before the benefits shall be extended to an employee. The benefits shall continue to a maximum of two years for illness or five years for injury. The maximum allowable benefit shall be sixty-six and two-thirds percent (66-2/3%) of monthly salary to an eight-thousand dollar (\$8,000) monthly maximum benefit, subject to the terms and conditions of the Long Term Disability Plan.

C. Employees shall use any remaining sick leave accruals in excess of 360 hours before becoming eligible for disability income protection benefits.

Sec. 3314 COORDINATION WITH DISABILITY BENEFITS: Eligible employees, subsequent to exhausting all accumulated annual leave hours as per Section 1504(F), may use accrued annual leave hours in conjunction with either State Disability Insurance or the County Long Term Disability Plan in order to receive an amount equal to the bi-weekly rate of pay the employee would have otherwise received had he actually worked his/her normal schedule.

Sec. 3315 PROFESSIONAL ENGINEERS: The provisions of this section apply only to employees in the Professional Engineers Unit.

<u>COMPENSABLE HOURS</u>	<u>MAXIMUM ACCUMULATION</u>
Less than 10,400 hours (Approximately less than 5 Years)	400 hours maximum
10,400 but less than 31,200 (Approximately 5 but less than 15 Years)	500 hours maximum
31,200 or more (Approximately more than 15 Years)	600 hours maximum

It is the mutual responsibility of the employee and the department/agency head to insure that no employee shall exceed said maximum accrual.

#### ARTICLE 34 FULL UNDERSTANDING, MODIFICATION WAIVER

- A. This Memorandum of 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.
- B. It is the intent of the parties that this Memorandum of 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 VEA indicating the proposed change prior to its implementation.

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 VEA requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

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

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

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

#### ARTICLE 35 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be the Assistant County Executive Officer–Human Resources or his/her duly authorized representative.

- B. VEA's principal authorized agent shall be the President or his/her duly authorized representative.

ARTICLE 36  
PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Agreement is subject to all current and future applicable federal, state, and County laws and regulations. If any part or provision of this Memorandum 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 Memorandum of Agreement shall not be affected thereby.

THE FOREGOING ARTICLES ARE HEREBY AGREED TO ON  
THIS 12<sup>th</sup> DAY OF DECEMBER, 2019, by:

COUNTY OF VENTURA

  
Sandra Ambriz, Chief Negotiator

  
Mike Curnow, Second Chair

  
Jennifer Duran

  
Jeremy Siders

VENTURA EMPLOYEES ASSOCIATION

  
Christina Vanarelli, Chief Negotiator

  
Aaron McCants, Bargaining Team Co-Chair

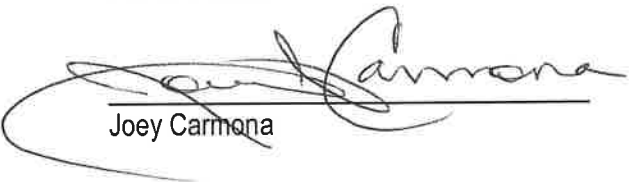
  
Zachary Clifford

  
Michael King

  
Scott Holder

  
Darren Arrieta

  
Pete Wessel

  
Joey Carmona

## APPENDIX A

### LIST OF ARBITRATORS AS DESCRIBED IN SECTIONS 3104 (B) AND 3209

As per Sections 3104 (B) and 3209 of the Agreement, when choosing an arbitrator the parties intend to select one from an agreed upon group of professionals. As of the commencement of this Agreement, said group of professionals are:

Sara Adler  
Mark Burstein  
Bonnie Castrey  
Walter Daugherty  
Robin Matt  
Michael Prihar  
Phil Tamoush  
Barry Winnegrad  
Lou Zigman

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

During the term of the Agreement arbitrators may be added to, or removed from, the above group. Mutual agreement is required for an arbitrator to be added to the group. Any arbitrator may be removed from the group by either party serving such notice on the other. Any such addition to and/or removal from the group shall be in writing through those agents listed in Article 36 of the Agreement.



County of Ventura/ APCD  
VEA Market Based Adjustments

EXHIBIT 1

Job Title	Salary Maximum	Final MBA	Installment #1 2/9/2020	Installment #2 1/24/2021
Appraiser II	\$78,056	5.50%	2.75%	2.75%
Appraiser I	\$67,257	5.91%	2.96%	2.96%
Appraiser III	\$86,848	5.24%	2.62%	2.62%
Appraiser Trainee	\$62,097	6.16%	3.08%	3.08%
Assessor's Technician I	\$50,644	6.89%	3.44%	3.44%
Assessor's Technician II	\$56,570	6.48%	3.24%	3.24%
Assessor's Technician III	\$61,782	6.18%	3.09%	3.09%
Auditor-Appraiser I	\$67,257	5.91%	2.96%	2.96%
Auditor-Appraiser II	\$78,056	5.50%	2.75%	2.75%
Auditor-Appraiser III	\$86,848	5.24%	2.62%	2.62%
Auditor-Appraiser Trainee	\$62,097	6.16%	3.08%	3.08%
Engineer III	\$103,988	1.00%	1.00%	0.00%
Engineer I	\$80,311	1.00%	1.00%	0.00%
Engineer II	\$95,304	1.00%	1.00%	0.00%
Engineer IV	\$115,178	1.00%	1.00%	0.00%
Facility Operation Spec I	\$99,154	1.00%	1.00%	0.00%
Facility Operation Spec II	\$109,791	1.00%	1.00%	0.00%
Facility Project Specialist	\$109,791	1.00%	1.00%	0.00%
Fleet Customer Service Spvrs	\$96,507	1.00%	1.00%	0.00%
Fleet Operations Supervisor	\$96,507	1.00%	1.00%	0.00%
Hydrologist I	\$74,724	1.00%	1.00%	0.00%
Hydrologist II	\$89,021	1.00%	1.00%	0.00%
Hydrologist III	\$97,285	1.00%	1.00%	0.00%
Hydrologist IV	\$107,933	1.00%	1.00%	0.00%
Plan Check Engineer I	\$109,791	1.00%	1.00%	0.00%
Plan Check Engineer II	\$113,245	1.00%	1.00%	0.00%
Plan Check Engineer III	\$119,544	1.00%	1.00%	0.00%
Surveyor I	\$80,311	1.00%	1.00%	0.00%
Surveyor II	\$95,304	1.00%	1.00%	0.00%
Surveyor III	\$103,988	1.00%	1.00%	0.00%
Surveyor IV	\$115,178	1.00%	1.00%	0.00%
GIS Analyst	\$93,266	0.00%	0.00%	0.00%
Staff Geologist	\$102,585	0.00%	0.00%	0.00%
APCD AQ Engineer II	\$102,243	1.00%	1.00%	0.00%
APCD AQ Engineer I	\$89,427	1.00%	1.00%	0.00%
APCD Supervising AQ Engineer	\$109,533	1.00%	1.00%	0.00%

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<u>UNFAIR PRACTICES</u>	<b>59</b>		