COUNTY OF VENTURA

Management, Confidential Clerical and Other Unrepresented Employees Resolution

December 15, 2020

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A RESOLUTION OF THE BOARD OF SUPERVISORS WHICH DESCRIBES PERSONNEL POLICIES, PROCEDURES, COMPENSATION, AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL CLERICAL AND OTHER UNREPRESENTED EMPLOYEES OF THE COUNTY OF VENTURA

The Board of Supervisors of the County of Ventura resolves as follows:

ARTICLE 1
TITLE AND PURPOSE

Sec. 101 This Resolution describes the employment and compensation plan for management, confidential clerical and other unrepresented employees of the County of Ventura. This resolution shall become effective August 18, 2013, unless otherwise specifically provided.

Sec. 102 Exhibit 1, Outline of Benefits and County of Ventura Personnel Rules and Regulations are hereby referenced and made a part of this Resolution.

ARTICLE 2
RECOGNITION

Sec. 201 This Resolution shall apply only to persons employed in the classifications set forth in Exhibit 1. Those classifications are divided into the following units:

ME - Management Elected
MA - Agency/Department Heads
MB - Assistant Agency/Department Heads All Management Employees
MS - Sheriff Safety Management
MT - Fire Safety Management
CC - Confidential Clerical
UO - Other Unrepresented

The phrase "management employees" as used in this Resolution refers to individuals in units ME, MA, MB, MS, and MT.

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

Sec. 202 The terms "employee" or "employees" as used in this resolution shall refer only to persons employed by the County in regular, allocated positions in the above-mentioned units.

Sec. 203 Notwithstanding any other provisions herein, those employees exempt from civil service pursuant to Section 1347 of the Civil Service Ordinance, including Agency/Department Heads and all other employees specified therein, shall not serve a probationary period and shall not be entitled to the grievance procedure specified in Article 22 herein nor are they covered by Article 21, Reductions in Force. Furthermore, all such employees serve at the will of the Board of Supervisors or other appointing authority and may be terminated with or without cause upon sixty (60) days' notice unless otherwise specifically provided by law. During the first year of employment (2,080 hours), the appointing authority may, at their discretion choose not to provide the sixty (60) days' notice.

Sec. 204 A. Only the following flexible benefits programs apply to Post Graduate Years One, Two, and Three, the Assistant Chief Resident, Chief Resident, and the Pharmacy Resident:

Article 5, Section 501 (Health Insurance)
Article 6, Section 603 (Medical Maintenance Exam)
Article 6, Section 605 (Life Insurance)
Article 6, Section 606 (Professional Membership)
Article 6, Section 612 (Educational Incentive Pay)

Article 6, Section 613 (Long Term disability)
Article 6, Section 617 (Medical Training Program Reimbursement)
Article 6, Section 619 (Payment for Physical Care Services and the 457 Deferred Compensation program (Amended 5/14/02)

B. Compensation for members of the Board of Supervisors is controlled by Ordinance.

Compensation for other elected officials is controlled by this document, except that the following sections do not apply to elected officials:

Article 6, Section 609 (CPA Incentive Pay);
Article 6, Section 612 (Educational Incentive Pay);
Article 6, Section 613 (Long Term Disability);
Article 12, Section 1202 (Annual Leave);
Article 12, Section 1205 (Annual Leave Redemption);
Article 12, Section 1206 (Annual Leave Redemption);
Article 12, Section 1207 (Annual Leave Redemption).

Sec. 205 ***Definitions***

A. Classified Employee: all employees of the County of Ventura not specifically exempted from the County of Ventura Civil Service System.

B. Confidential Employee: those employees identified in Exhibit I as MC who have access to confidential information in employee relations matters.

C. Employees: persons employed by the County in regular allocated positions in units designated in Article 2, Section 201.

D. Exempt Employees: all employees of the County that are not eligible to earn overtime compensation.

E. Management Employees: all employees of the County in units ME, MA, MB, MS and MT

F. Non-Exempt Employees: all employees of the County that are eligible to earn overtime.

G. Overtime for Confidential Clerical Employees: hours worked in excess of forty (40) hours in a seven (7) day designated work period.

H. Unclassified Employees: all employees of the County exempted from the County of Ventura Civil Service System.

ARTICLE 3
COMPENSATION PLAN

Sec. 301 ***Compensation Schedule:*** Except as otherwise provided herein, employees shall receive the base hourly pay or salary of the pay range assigned to the classification of the position in which they are employed, benefits and retirement in accordance with the pertinent conditions of employment enumerated in these articles, appendices and exhibits. Salaried employees shall be compensated under the provisions of "Biweekly Salary"; and hourly employees under the provisions of "Hourly Salary."

A. Base Hourly Pay or Salary for all except "Y" rated employees is defined as the biweekly compensation within the salary range for the employees' "class code" plus the additional compensation for supervisors as described in Section 311, if applicable. "Base Salary" for "Y" rated employees is that described in Section 309 and shall include the additional compensation for supervisors (Section 311) as applicable.

B. Advanced Pay/Salary Appointments: The Director-Human Resources may provide that a position be filled at any point in the hourly pay/salary range up to the midpoint of the range, or with the approval of the County Executive Officer, may provide that a particular position be filled at a pay/salary level beyond the midpoint of the salary range. An advanced pay/salary appointment may be made when either of the following occurs:

1. Whenever reasonable proof has been presented that no qualified person can be recruited to fill a position at the minimum rate.

2. Whenever reasonable proof has been presented that an applicant has qualifications deserving a starting salary higher than bottom step of the range.

C. There shall be an additional step of the salary range which shall be 105% of the normally assigned range which is reserved for those classifications designated as “Difficult to Recruit.” Advancements up to this step shall not be automatic. They shall, instead, be granted based upon a determination by the Director- Human Resources, subject to approval by the County Executive Officer, that a serious recruiting and/or retention problem exists for a classification(s), or that increases granted to subordinate "difficult to recruit" classifications have created serious compaction problems, and that any percentage increase up to and including five percent (5%) can be granted under this Section if it would assist the County in recruiting or retaining employees in that classification(s). Upon such determination and approval, any

percent up to and including the approximate five percent (5%) increase(s) granted pursuant to the provisions of this Section shall be implemented as follows:

1. Upon prior authorization by the Director-Human Resources, the initial pay/salary placement for newly hired employees may be at any point within the pay/salary range for the classification.

2. All present permanent, regular, full-time or part-time employees assigned to positions in the affected classification(s), who have successfully completed one year or more of service at the top of the pay/salary range for that classification(s) shall receive a pay/salary increase in accordance with the provisions of Sections 316 or 319 of this Resolution.

3. All other regular, full-time and part-time employees assigned to positions in the affected classification(s), who have successfully completed less than one year of service at the top of the salary range for that classification may, upon recommendation of their Agency/Department Head and approval by the Director-Human Resources, have their pay/salary adjusted to an amount no less than the lowest pay/salary received by a qualified candidate hired from an eligible list created as the result of an open competitive examination to fill a vacancy in that classification provided that their education and experience meet or exceed those of the newly hired employee.

4. Subsequent merit increases for employees not compensated at the top of the pay/salary range(s) for classifications affected by the provisions of this Section may be granted pursuant to Sections 316 through 319 of this Resolution.

   In the event the Director-Human Resources determines the circumstances that created the recruiting or retention problems for any or all classifications no longer exist, they shall advise the County Executive Officer of their findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such classification(s). At that time, the pay/salary for any employee compensated at a rate above that to which they would otherwise have been entitled shall be "Y" rated and shall not be increased until the new pay/salary for their classification exceeds the rate established for him pursuant to the provisions described above.

Sec. 302 ***Regular Payday:*** Whenever compensation is fixed for any position, such compensation is the biweekly compensation to be paid to the person holding such position unless otherwise stated. Such biweekly compensation shall be paid to employees, as determined by the Auditor-Controller, on or about the Friday following the end of the biweekly payroll period.

Sec. 303 ***Pay On Termination:*** Upon certification of the Director-Human Resources that the employment of any employee is terminated prior to the expiration of the biweekly pay period, the compensation of such persons shall become due and shall be paid on the pay day which falls within the next pay period.

Sec. 304 ***Pay For Part-Time Services Of Regular Employees:*** The actual compensation for part-time employment shall be determined by the relation that the total number of hours of service bears to the number of hours of service required in full-time employment in each class of position, except for those positions for which the Board has established a special or flat rate of pay as full remuneration for all services rendered, irrespective of the number of hours worked. Premium pay will also be paid to regular part-time employees on the same basis as full-time employees except that when premium pay is paid on a biweekly or monthly rate, that rate will be paid to part-time employees on a pro rata basis.

Sec. 305 ***Wage Rate:*** Whenever a non-exempt employee, whose salary is fixed on a yearly or biweekly basis, works less than the total number of hours or days in a particular biweekly pay period, that employee shall receive salary or wages for the period in accordance with the hourly rate of the appropriate classification.

In order to compensate for the difference between staff assigned Battalion Chiefs and line assigned Battalion Chiefs, such employees shall have their salary and benefits adjusted up or down, as appropriate, by the correction factor of 1.4, consistent with their assignment.

Sec. 306 ***Payment For Services Rendered On An Annual Basis:*** Whenever the salary for any position is established as an annual rate, the employee appointed to that position will be paid a salary on a biweekly basis.

Sec. 307 ***Pay/Salary Corrections:*** Upon recommendation by the Agency/Department Head and the Director-Human Resources, the County Executive Officer may approve a one-time pay/salary adjustment to resolve pay/salary compaction problems. Such corrections will not cause the top step of the salary range to be increased, but are intended to adjust pay/salaries that fall within the pay/salary range.

Sec. 308 ***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 their hourly pay/salary increased by the percentage

increase in the classification's salary range. The employee's anniversary date shall not change in such an adjustment. Whenever an additional step is added to the top of an assigned pay/salary range, individuals at the top of the existing range for at least one year shall be assigned to the new step.

Whenever a pay/salary range is assigned to a classification which previously was compensated on a flat rate, an employee shall either retain their salary immediately prior to the establishing of such range or receive the minimum of the pay/salary range established for the classification, whichever is greater. Whenever the Director-Human Resources furnishes reasonable proof that an employee, whose classification was previously compensated on a flat rate is deserving of a higher placement in the newly established range than the minimum of such range, the County Executive Officer may authorize an adjustment to any point in the pay/salary range assigned to the classification. The employee's merit increase hours shall not be affected by 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 pay/salary they were receiving on the day preceding the effective date of the new range, if such 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 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 anniversary date of an employee affected by the establishment of lower pay/salary ranges for their classification shall not be affected by such an adjustment.

For Historical Purposes Only - Market Based Average adjustments granted July 6, 2003, are exempt from the provisions of this section.

Sec. 309 ***Hourly Pay/Salary On "Y" Rating:*** When an employee is "Y" rated, their base hourly pay/salary, immediately prior to the date of downward reclassification, is frozen and may not be increased until the maximum of the base hourly pay/salary range assigned their new classification exceeds the base hourly pay they were earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing approximately five percent (5%) increase in base hourly pay and shall retain the same merit increase hours that were needed in effect immediately prior to the establishment of the "Y" rate.

Sec. 310 ***Salary Rate On Transfer:*** Whenever an employee is transferred or assigned to a position in a different classification having the same salary range as their former position, they shall retain their salary rate and anniversary date.

Whenever an exempt employee is transferred to a position in a non- exempt classification, unless the transfer is at the employee's request, their Base Salary, immediately prior to the date of transfer is frozen and may not be increased until the maximum of the Base Salary range assigned their new classification exceeds the Base Salary they were earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing approximately five percent (5%) increase in Base Salary and shall retain the same merit increase hours that were needed immediately prior to the establishment of the "Y" rate. Flexible benefit allowances shall be provided in accordance with the provisions of Section 317.

Sec. 311 ***Additional Compensation To Supervisors:*** *A* person, occupying a supervisory position, may receive a differential equivalent to seven and one-half percent (7.5%) of the base salary rate of any one of their subordinates provided that:

A. Both their appointing authority and the County Executive Officer find they are exercising substantial supervision over the subject subordinate and that they are satisfactorily performing the full supervisory duties of the position; and,

B. The organization is a permanent one approved by the County Executive Officer; and,

C. Both the supervisor and the subordinate have been permanently appointed to full-time positions. For purposes of this section, full-time for employees working twelve (12) hour shifts shall be thirty-six (36) hours per week.

D. The classifications of both the supervisor's and subordinate's positions are appropriate to the organization and their duties.

E. The classifications of the supervisor and subordinate shall not be the same.

F. The supervisor must occupy a classification with a higher top step of the salary range than that of the subordinate.

Such increased compensation shall be effective on the first (1st) day of the pay period during which the finding called for in Subparagraph "A" above is made. Employees shall be eligible to receive this differential only for the period necessary to maintain the Base Salary of the supervisor at a rate of seven and one-half percent (7.5%) above that received by the subordinate.

When the conditions authorizing this differential cease to exist, then it shall be cancelled and the supervisor shall receive the Base Salary they would have attained notwithstanding the provisions of this Section. The effective

date of said adjustment shall be the first (1st) day of the pay period following the action creating the changed condition.

Where the subordinate is receiving a "Y" rate, or is for any other reason paid more than the maximum of the salary range set for their classification, the supervisor's differential shall be computed on the actual base salary paid the subordinate excluding the “Y” rate. A change in the salary or status of the supervisor shall invoke the Merit Increase Section of this Resolution and said Sections shall only be applied to the base rate of the supervisor's salary. Policies and procedures relating to probation or merit increase hours are not affected by the provisions of this Section.

Sec. 312 ***Priority Of Increases:*** Whenever a general increase, a merit salary increase, a higher pay/salary range or pay/salary range placement, a promotional pay/salary increase, or any combination thereof are effective on the same date, the pay/salary to which an employee is entitled shall be fixed as follows: to the pay/salary received by the employee on the preceding day shall first be added any general pay/salary increase, then any higher pay/salary range or pay/salary range placement, then any merit increase, and then any promotional increase.

Sec. 313 ***Pay/Salary On Demotion Of A Promotional Probationary Employee:*** A promotional probationary employee demoted to the class they formerly occupied in good standing shall have the pay/salary status, probationary status, and anniversary date they would have achieved if they had remained in the lower class throughout the period of their service in the higher class.

Sec. 314 ***Pay/Salary On Probationary Demotion:*** When an employee takes a probationary demotion to a lower class in which a probationary period has not previously been served, such employee shall be demoted to the entry level pay/salary in the lower class and shall be required to serve a new probationary period.

Upon the request of the employee, a probationary employee may, upon approval of the Agency/Department head, be demoted to a class in which they did not previously hold status provided the Human Resources Division certifies that said employee is qualified for the position to which they are 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 their 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. 315 ***Salary On Demotion:***

A. Whenever an employee who has completed their 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, they shall receive the highest salary on the new range that does not exceed their rate of pay immediately prior to demotion and shall retain their anniversary date.

B. When an employee who has completed their probationary period in a higher class is then demoted, for disciplinary reasons, to a position in the lower class in which they did not previously hold status, they shall receive a salary five percent (5%) less than their salary immediately prior to demotion, or the highest salary on the new range, whichever produces the lower salary. An employee so demoted shall be required to serve a new probationary period.

Sec. 316 ***Merit Increases Within The Pay/Salary Range:*** 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 therefore. Except as otherwise provided in Section 319 of this Resolution, 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.

Sec. 317 ***Change In Flexible Benefit Category:*** Employees affected adversely by involuntary assignment or reclassification to a lower flexible benefit category, shall have their credits frozen until such time as assigned credits exceed the frozen amount. Employees who voluntarily demote to a classification that is assigned lower flexible benefit category shall not have their credits frozen.

Sec. 318 ***Time For Merit Advancements:***

A. Classified Service Employees

A newly appointed, reemployed or promoted employee may qualify for:

1. An initial merit advancement within the pay/salary range the pay period following completion of 1,040 hours of service in that class.

2. Succeeding merit increases within the pay/salary range the pay period following completion of each additional 2,080 hours of service.

The period of service required to qualify for merit increases by regular part-time employees shall be as for a regular full-time employee.

B. Unclassified Service Employees

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

1. An initial salary review based on performance after completing 1,040 hours of service in that class.

2. Succeeding annual salary reviews upon completion of each additional 2,080 hours of service in that class.

Sec. 319 ***Flexible Merit Increases For Certain Employees*** (See Exhibit 1):

A. In addition to merit increase provisions contained in Section 316, merit increases for designated management and confidential clerical employees and all employees exempt from the classified service, shall be based on performance. A merit increase for these designated employees may be any amount up to approximately ten percent (10%), inclusive, within the range. Increases shall not be automatic and require the written approval of the appointing authority up to eight percent (8%). Increases of eight percent (8%) or more within the established range must have additional approval as follows:

For Classification Of:	Requires Approval Of:
1. Agency/Department Heads	County Executive Officer
2. Asst. Agency/Dept. Heads	County Executive Officer
3. Human Resources Mgt. Employees	County Executive Officer
4. All Other Designated Employees	Director-Human Resources

Sec. 320 ***Merit Review:*** The appointing authority shall notify the Director- Human Resources and the employee in writing of their decisions regarding approval, denial, or deferment of a merit increase. In all cases, the recommendation of the appointing authority shall be based on the employee's performance.

Sec. 321 ***Denial Of Merit Increase:*** If, in the appointing authority's judgment, the employee's performance does not warrant a merit salary increase upon meeting the time requirements of Section 318, the Agency/Department Head

may deny the increase and must complete the County Performance Evaluation Rating Form. Any time prior to the employee's next scheduled merit increase, the employee may request a review of their merit increase by the appointing authority, or the appointing authority by their own initiative, may review the matter. If the appointing authority concurs with the requested review, or if the appointing authority independently initiates their own review, then the appointing authority shall reopen the matter by submitting another performance rating and recommendation. If an employee's merit increase is deferred and granted within the year, that employee's next merit increase shall not be due until 2,080 hours of service have elapsed from the (1st) first day of the period in which the increase was finally granted.

Sec. 322 ***Correcting Error In Overlooking Merit Increase:*** Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight or system error, the Auditor-Controller shall compensate the employee for the additional salary they should have received, when they should have satisfied the merit increase hours needed. In such cases, there will be no adjustment of an employee's anniversary date.

Sec. 323 ***Pay/Salary On Promotion:*** Except as provided below, a regular employee who is promoted to a position in a class having a higher pay/salary rate shall receive the entry level pay/salary for the higher class or such higher amount as would constitute a pay/salary increase of approximately five percent (5%) over the pay/salary received prior to promotion, whichever is greater, or that amount as provided in Section 319. For the purpose of establishing the initial salary for employees promoted to the classification of Sheriff's Captain, the salary received prior to promotion shall include any applicable educational incentive received by the employee prior to their promotion.

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

1. Up to the midpoint of the salary range - approval by the Director-Human Resources.

2. From the midpoint to the top of the salary range - approval by the County Executive Officer.

The advanced salary placement may be made when:

1. No qualified person can be recruited to fill a position at a minimum rate; or

2. The skills or experience of the regular employee warrant a higher salary placement.

Sec. 324 ***Effective Date Of Promotion:*** Whenever a person is promoted to a position, the effective date of their promotion shall always be the first (1st) Sunday of the following pay period.

Sec. 325 ***Pay/Salary On Temporary Promotion:*** An employee qualified for and 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 five (5) consecutive workdays, shall thereafter be paid according to the pay/salary range of the class to which the employee has been temporarily promoted. The change in pay/salary related to a promotion shall be effective the first (1st) Sunday of the pay period following such promotion. Prior approval by the Director-Human Resources is required.

Upon temporary promotion, an employee will receive either the minimum of the new pay/salary range or an approximate increase of about five percent (5%) over their present pay/salary, whichever is greater, and the appropriate flexible benefit credit allowance. In no case shall such pay/salary adjustment place the employee beyond the pay/salary range of the position to which they have been temporarily promoted.

An employee so temporarily promoted shall receive this pay/salary and flexible credit allowance benefits as long as they continue 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 they had been appointed on the day they began to receive the salary designated for the position. The temporarily promoted employee shall not receive any other benefit assigned to the higher classification that they are not already receiving.

The five (5) day 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.

ARTICLE 4
PREMIUM PAY

Sec. 401 ***Bilingual Premium Pay:*** 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:

Bilingual Level	Premium Pay
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 biweekly pay period, not to exceed eight (80) compensated hours per pay period.

Such premium pay shall be in addition to an employees' 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. 402 ***Night Shift Differential:*** Except as otherwise provided herein, the night shift differential for employees of the County who are required to work a full shift between the hours of 2:00 p.m. and 9:30 a.m. shall be calculated at the rate of five percent (5%) of the base hourly pay/salary of said employee. This provision shall apply to nonexempt employees only. This provision does not apply to certain classifications engaged in law enforcement, fire suppression, or similar twenty-four (24) hour public safety activities as designated by the Director-Human Resources.

Sec. 403 ***Nursing Personnel:***

A. Evening and Night Shift Differential - Nurses who work five- eighths (5/8) of a shift between 3:00 p.m. and 11:00 p.m. shall be paid an additional seven and one-half percent (7.5%) of their Base Salary. Nurses who work five-eighths (5/8) of a shift between 11:00 p.m. and 7:00 a.m. shall be paid an additional fifteen percent (15%) of their base hourly pay/salary. This provision shall apply to non-exempt employees only.

B. Specialty Pay - Whenever Nursing Services personnel are assigned to work in specialty areas, three dollars ($3.00) per shift will be added to their regular base hourly pay/salary. These assignments as determined by hospital management shall include, but not be limited to: the Operating Room-Recovery Room, Intensive Care-Coronary Care Unit, Intensive-Intermediate Care Nursery, Maternity Ward-Delivery Room, Emergency Room, Pediatrics, Trauma, Pediatric Intensive Care, or In-Patient Jail.

C. Weekend Pay - Nurses who work a weekend shift shall receive, in addition to all other compensation allowed for in these Articles, twelve dollars and fifty cents ($12.50) for each weekend shift worked.

D. Certification Pay: Any permanent employee in one of the classifications listed below who acquires and maintains certification(s) issued by a national or state recognized organization is eligible for Certification Pay. An eligible employee shall receive $0.813 per hour based on his/her scheduled workweek hours, not to exceed the scheduled workweek hours for each certification to a maximum of five (5) certifications. For example:

Scheduled Workweek = 40.0 hours
# of Certifications = 1
Certification Pay = $0.813 x 40 hours = $32.52

Scheduled Workweek = 32.0 hours
# of Certifications = 2
Certification Pay = ($0.813 x 32 hours) x 2 certifications = $52.03

Certification Pay is in addition to the designated base salary. In order to receive the pay, an employee must be employed in one of the classifications listed below, be in an assignment whose position requires the possession of a valid State of California Registered Nurse license, and request Certification Pay and provide the appropriate documentation. In order to qualify for the Certification Pay, the certification(s) must be deemed clinically appropriate by the

Hospital Administrator and must be related to the employee's regular assignment.

Any employee who receives the Certification Pay pursuant to the provisions of this Section, and who is absent as the result of having utilized a day of paid sick leave, paid annual leave, paid vacation or paid holiday, shall continue to receive the Certification Pay as if they had worked their regular shift for that day(s).

Employees who move departments shall be given up to 6 months, if necessary, to acquire the applicable certifications of the new department without any loss of certification pay.

Eligible classifications include:

Job Code	Description
01370	Hospital Nurse Manager
01371	Clinical Nurse Manager
01635	Manager-Patient Services
01902	Supervising Public Health Nurse

Sec. 404 **Fire Staff Assignment Pay:** Fire Battalion Chiefs assigned to staff functions and a forty (40) hour work schedule shall receive two dollars ($2.00) per hour up to eighty (80) hours per pay period in addition to their designated Base Salary.

Fire Division Chiefs assigned to staff functions and a forty (40) hour work schedule shall receive one dollar ($1.00) per hour up to eighty (80) hours per pay period in addition to their designated Base Salary.

Sec. 405 ***Probation Assignment Differential:*** Employees in the classification of Supervising Deputy Probation Officer assigned to Work Furlough/Work Release, and the Ventura County Probation Agency Juvenile Justice Facilities shall receive a five percent (5%) assignment differential to reflect additional duties and responsibilities associated with such assignments. This pay differential shall apply only while the employee is assigned to one of the designated positions and will be removed upon reassignment.

Sec. 406 ***Ventura County Employees' Retirement Association (VCERA) Staff Premium Pay:*** VCERA employees who have attained certification as a Certified Employee Benefits Specialist (CEBS) shall receive a three and one-half percent (3.5%) premium pay (CEBS) or five percent (5%) premium pay for employees who have attained certification as a Chartered Financial Analyst (CFA). Any employee may receive either the CEBS or CFA premium pay, but not both.

Sec. 407 ***Acting Department Head Assignment Pay:*** Employees who have been designated by the County Executive Officer as acting Department Heads

may receive an assignment pay of up to ten percent (10%) above the maximum of their current salary range as determined by the County Executive Officer.

Sec. 408 ***Armed Unit Premium Pay:*** Those Probation employees designated by the Director of the Probation Agency to carry a firearm in the course of performing assigned duties during assigned working hours, and regularly assigned to supervise an armed unit, shall be eligible to receive premium pay of seven and one-half percent (7.5%) of their base bi-weekly pay (exclusive of all other additions). This premium is dependent on the will and written assignment of the Director of the Probation Agency as reflected only by issuance of a current, but temporary, "Authorization to Carry a Firearm" card; that the temporary authorization/assignment and resultant premium are revocable/terminable at the will of the Director of the Probation Agency; that there exists no "property" right to an armed assignment nor the resultant premium; that the premium resulting from such temporary authorization/assignment is available to an employee only when the employee is so temporarily authorized/assigned; that cessation of the temporary authorization/assignment will necessarily cause cessation of the temporary premium; and that the decision or act to revoke the temporary authorization, end the temporary assignment, and/or no longer pay the resultant temporary premium shall NOT be subject to any appeal in any procedure or forum but particularly through Article 21 of the County Personnel Rules and Regulations. The County (Probation Agency) further commits that "armed caseloads" will not be assigned to any employee not authorized to carry a firearm and thereby eligible for this subject premium.

Sec. 409 ***Supplemental Compensation:*** At the sole discretion of the Appointing Authority, an attorney in one of the civil attorney classifications listed below may be designated to receive supplemental compensation at the rate of five percent (5%) of the employee's Base Salary in recognition of extraordinary effort, time commitment or performance. Such compensation is "at will," meaning it may be discontinued at any time without cause and without any pre- deprivation process at the sole discretion of the Appointing Authority.

The supplemental compensation will automatically expire at the end of each calendar year, unless renewed in writing at the sole discretion of the Appointing Authority. Renewal or multiple renewals of the supplemental compensation does not, under any circumstances, confer entitlement to continued renewal. Nothing in this section entitles any employee to a particular work assignment, and the supplemental compensation may be discontinued or not renewed whether or not there is a change in an employee's work assignments, work hours or performance. The number of attorneys who may receive supplemental compensation at any given time may not exceed ten percent (10%) of the funded attorney allocations in the applicable office. In the event there are less than ten (10) such allocations,

the office shall be allowed to pay the supplemental compensation to one attorney.

Attorney classifications utilized within the Office of the County Counsel and covered under this section include:

Civil Attorney I
Civil Attorney II
Civil Attorney III
Sr. Civil Attorney
Principal Assistant County Counsel
Chief Assistant County Counsel

Sec. 410 ***Health Care Agency Fiscal Premium Pay:*** Employees in the Manager, Accounting-Hospital and Assistant Chief Financial Officer-HCA classifications assigned to positions in the Ventura County Medical Center and/or Santa Paula Hospital ("Employees") shall be paid an additional hourly pay equal to seven and one-half percent (7.5%) of all such employees' base bi-weekly pay (exclusive of other additions). The premium provided by this section to Employees may be decreased or discontinued, via an amendment to this Section that will be publicly posted, at any time without any pre-deprivation process at the sole discretion of the Director-Health Care Agency based on the needs of the Agency.

ARTICLE 5
HEALTH INSURANCE

Sec. 501 ***Health Insurance:*** The County shall make available to employees a Cafeteria Plan qualified under Section 125 of the Internal Revenue Code, known as the Flexible Benefit Program which includes medical, vision and dental coverage. The County shall contribute toward the cost of the program an amount as approved by the Board of Supervisors, an appropriate contribution according to the following tiered structure with the first tier being for an "Employee Only" designation, the second tier being for an "Employee, plus One" designation and the third tier being an "Employee, plus Family" designation. The biweekly payments shall be made according to the following schedule contingent upon tier:

Tier	Effective pay period 20-01, December 15, 2019:	Effective pay period 20-27, December 13, 2020:	Effective pay period 21-26, December 12, 2021:
Tier 1, Employee Only	$447	$472	$497
Tier 2, Employee +1	$522	$572	$622
Tier 3, Employee + Family	$547	$642	$737

No modifications or exceptions shall be made to the provisions of the Program except that pay reduction may also be allocated as specified in the Flexible Benefits Program document. The information in this section was formerly included in Appendix B in past Resolutions.

Sec. 502 ***Continuation Of Health Plan:*** It is the County's intent to fully comply with the provisions of both the Federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the California Pregnancy Disability Leave Law (PDL). Notwithstanding the requirements of either act, should an employee exhaust sick leave and annual leave and go on leave of absence without pay, the County agrees to continue to make its contribution to the health insurance plans for seven biweekly pay periods, provided, however, that any such biweekly period covered pursuant to this provision shall be credited towards, and not considered to be in addition to, any requirement of the FMLA, CFRA, or PDL. County contributions toward flexible spending accounts or cash options in the Flexible Benefit Program will not continue during such leave of absence. The number of hours of compensation upon which payment of this premium is based shall be the number of hours compensated in the biweekly pay period immediately preceding the placement of the employee on leave of absence without pay.

Sec. 503 ***Retiree Health Insurance:*** Employees retired from County service shall be eligible to purchase health insurance at rates based on pooled active employee and retiree experience until the retiree is eligible for Medicare. No employee or retiree shall become entitled to a vested right under this

section. The County reserves the right to eliminate this benefit at any time in its sole discretion.

Sec. 504 ***Retiree Health Premium Coverage:*** Notwithstanding any other provision in this Article, the County shall contribute an amount for the purpose of health plan premium payments to non-probationary employees covered by this resolution who retire after July 1, 1999, under Ventura County's retirement plan administered by the Ventura County Employee's Retirement Association. The amount of the County's contribution to such retirees shall be equal to the monthly equivalent of the premium charged to active employees for the Ventura County Health Care Plan "VCHCP." Payment of the established amount shall be made directly to the retiree. A retiree's eligibility to receive such health premium allowance shall be based upon the retiree's longevity as an employee of the County of Ventura as follows: for every five (5) full years of service completed with the County of Ventura the retiree shall be entitled to one year of health premium allowance; provided, however, that in no event shall the health premium contribution extend beyond five years from the date of retirement. The above provisions apply only to employees covered by the Management Resolution before July 3, 2005. The Board of Supervisors reserves the right to modify or eliminate this health premium allowance benefit at any time as it may apply to active employees.

Sec. 505 ***Part-Time Employee Flexible Credit Allowance***:

The County shall contribute towards the Cafeteria Plan for each part-time employee per biweek as defined in the following structure:

Tier	Effective pay period 20-01, December 15, 2019:	Effective pay period 20-27, December 13, 2020:	Effective pay period 21-26, December 12, 2021:
Tier 1, Employee Only	$313	$330	$348
Tier 2, Employee +1	$365	$400	$435
Tier 3, Employee + Family	$383	$449	$516

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

No modifications or exceptions shall be made to these provisions except that pay reduction may also be allocated as specified in the plan document.

ARTICLE 6
OTHER COMPENSATION

Sec. 601 ***Mileage Reimbursement:*** Employees who are required to use their personal vehicle for County business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

Sec. 602 ***Expense Reimbursement:*** See Administrative Manual.

Sec.603 ***Medical Maintenance Examination:*** A medical examination program shall be provided for all management and Unit UO and may be performed by Employee Health Services or by their personal physician, at the employee's option.

A. Medical maintenance examination, basic physical and medically necessary laboratory tests may be provided by Employee Health Services or the employee's personal physician. Examinations must be of a diagnostic nature in order to be reimbursed. Examinations/laboratory tests that are covered include:

1. Basic Physical
2. Diagnostic Imaging
3. Cancer testing
4. Cardiovascular and pulmonary testing
5. Allergy testing
6. Laboratory testing

B. Costs of additional tests and/or treatment recommended or required as a result of symptoms identified during these examinations shall be the responsibility of the employee. These additional costs may be covered under the employee's medical plan.

C. Employees are eligible for an examination according to the schedule below:

Under 40 years	Once every 36 months
40-44 years	Once every 24 months
45 years and older	Once every 12 months

D. When an employee has the examination provided by their personal physician, incurred expenses in excess of those covered by the employee's medical plan, not to exceed $1,200, shall be eligible for reimbursement.

E. In order to be reimbursed, eligible employees must submit a General Claim form to the Wellness Office. The claimant should write "Medical Maintenance Exam" under "Itemized Demand in Detail" and include receipts showing the specific diagnostic exam, date of service, cost,

and health care provider. If the claim is approved as meeting the diagnostic requirement, the Wellness Program shall remove any confidential information from the claim and return the redacted claim form to the employee. The employee must submit the redacted form to his/her fiscal department for authorization of payment.

Sec. 604 ***Automobile Allowance:*** Management employees designated in Exhibit #1 may be provided automobile allowances of $575 per month for those classifications listed in Exhibit 1 under Car Allowance "A," $525 per month for those classifications listed under Car Allowance "B," and $250 for those classifications listed under Car Allowance "C." Mileage reimbursement for local in County travel will not be reimbursed if the employee receives a car allowance. Mileage reimbursement shall be approved for out of area travel pursuant to Section 601 above. Persons eligible for a car allowance "A" may request the use of an automobile provided by the County in lieu of receiving an automobile allowance and mileage reimbursement. All requests must be approved by the County Executive Officer.

Eligible part-time employees who work forty (40) or more hours per pay period will receive 100% of the appropriate allowance. Eligible part-time employees who work less than forty (40) hours per pay period shall receive 50% of the appropriate allowance.

Eligible employees who receive approval to use a County vehicle instead of receiving an automobile allowance shall have computations of other benefits/compensation calculated as if they received this allowance.

Sec. 605 ***Life Insurance:***

A. The County shall provide a term life insurance policy to all employees covered by this Resolution in the amount of fifty thousand dollars ($50,000). Additional group term life insurance may be purchased. The above-described life insurance is only in effect as long as County employment continues.

B. Accidental Death Benefits: In addition to the life insurance provided herein, the designated beneficiary of any employee killed as the result of an on-duty accident while in an aircraft operated by the County's Public Safety Aviation Unit shall be entitled to receive $500,000 in accidental death policy benefits. The beneficiary of any employee engaged in activities on behalf of the SWAT Team or Bomb Squad, or engaged in activities of the K-9, Motorcycle or Narcotics Unit while permanently assigned to any such unit, shall be entitled to receive $50,000 in accidental death policy benefits. Policies shall be maintained by the County's Risk Management Department.

Sec. 606 ***Professional Memberships:*** Agency/Department Heads as designated in Exhibit #1, are entitled to County-paid membership in professional organizations related to their position. In addition, employees covered by this Resolution shall be entitled to payment up to a maximum of two hundred dollars ($200) per fiscal year for membership fees to a job-related professional organization. Organizations eligible are in addition to those required by the Agency/Department Head.

The Agency/Department Head may authorize payment in excess of the $200 allowable reimbursement if the additional professional membership(s) is in the best interests of the agency/department.

Sec. 607 ***Professional Registration and Licensing:***

A. Any employee who becomes licensed as a Civil Engineer or Land Surveyor while occupying a classification in an engineering series or a series related to engineering which does not require such licensing as a minimum qualification shall receive a bonus of 50 cents ($.50) per hour until promoted or reclassified to a classification requiring such licensing as a minimum qualification.

B. The County shall pay the cost of renewing the following licenses, certificates, or registration issued by the State of California, International Code Council, Association of Flood Plain Managers, California Water Environmental Association, the American Waterworks Association, the Institute of Internal Auditors, or the Association of Certified Fraud Examiners:

1. Civil Engineer
2. Structural Engineer
3. Professional Engineer
4. Professional Geologist
5. Certified Engineering Geologist
6. Certified Hydrogeologist
7. Land Surveyor
8. Certified Public Accountant
9. Certified Internal Auditor
10. Certified Access Specialist
11. Laboratory Technologist, Grade 2 or higher
12. Water Quality Analyst, Grade 2 or higher
13. Water and/or Wastewater Treatment Operator
14. Water Distribution Operator
15. Wastewater Collection Systems Operator
16. Certified Fraud Examiner
17. Registered Environmental Health Specialist
18. Certified Flood Plain Manager
19. Certified Building Official

20. Building Plans Examiner
21. Master Code Professional

This benefit shall be limited to regular, full-time employees.

C. All professional registrations and licensing as noted above must remain valid and current in order to receive such benefit. The County will neither pay the cost of renewing a lapsed registration or license nor pay a bonus for the period during which lapsed registration or license has been renewed retroactively.

Sec. 608 ***Board Certified Psychiatrists And Psychologists*:** Regular full-time and part-time psychiatrists who have an American Board of Psychiatry Certification shall be compensated an additional ten percent (10%) of their Base Salary.

Regular full-time and part-time psychologists who are diplomates of the American Board of Professional Psychology shall be compensated an additional ten percent (10%) of their Base Salary.

All certifications as noted above must remain valid and current in order to receive such benefit. The County will not pay such benefit for the period which a lapsed certification has been renewed retroactively.

Sec. 609 ***Certified Public Accountant:*** Full-time accounting, auditing, and equivalent positions (as determined by the Auditor-Controller), except for elected officials, who are accredited as Certified Public Accountants, shall receive an additional five percent (5%) of their Base Salary.

The certification as a California Certified Public Accountant must remain valid and current in order to receive such benefit. The County will not pay such benefit for the period in which a lapsed certification has been renewed retroactively.

Sec. 610 ***Personal Property Reimbursement Policy:*** Employees who have an item of personal property lost, damaged, or stolen while in the line of duty and through no fault of their own shall be eligible for reimbursement in accordance with applicable provisions of the County Administrative Manual.

Sec. 611 ***Uniform/Maintenance Allowance:*** Sheriff's uniformed management employees employed on November 1 shall, by December 15, receive one thousand one hundred and six dollars ($1,106) uniform/maintenance allowance. The allowance includes the purchase of safety shoes/boots.

Fire uniformed management employees employed on November 1 shall, by December 15, receive one thousand dollars ($1,000) uniform/maintenance allowance.

The Harbormaster and Harbor Patrol Captain, if employed on January 1, shall receive five hundred dollars ($500) uniform/maintenance allowance by February 15. The allowance includes the purchase of safety shoes/boots.

District Attorney sworn management investigators employed on November 1 shall, by December 15, receive one thousand one hundred and six dollars ($1,106) uniform/maintenance allowance. The allowance includes the purchase of safety shoes/boots.

Probation sworn management employees employed on November 1 shall, by December 15, receive seven hundred dollars ($700) uniform/maintenance allowance. The allowance includes the purchase of safety shoes/boots.

Sec. 612 ***Educational Incentive Pay:***

A. Sheriff's Department Captains, Commanders, Assistant Sheriffs, Undersheriff; Chief District Attorney Investigators; Deputy Chief DA Investigator; Assistant Deputy Chief DA Investigator; Fire Division Chiefs, Fire Battalion Chiefs, Deputy Chiefs-Fire Services, and Assistant Fire Chiefs shall receive an additional percentage of their Base Salary as follows:

P.O.S.T Management Certificate/ Associate Arts/Science Degree	2.5%
Bachelor Degree	5.0%
Graduate Degree	7.5%

For historical purposes, any Battalion Chief or Fire Division Chief who was eligible for educational incentive pay under Section 612-A of the former 2001 Management, Confidential Clerical and Other Unrepresented Employees Resolution, but who is not eligible for educational incentive pay under Section 612-A above, shall be entitled to retain their incentive pay until January 18, 2004. Effective January 18, 2004, the employee must qualify for educational incentive pay under Section 612-A above.

B. Employees (not including elected officials) shall receive an additional percentage of their Base Salary for educational attainments not specifically required by the position pursuant to the official class specification maintained by Human Resources, as follows:

Associate Degree or equivalent License or Certificate	+ 2.5%
Bachelor Degree or equivalent License or Certificate	+ 3.5%
Graduate Degree or equivalent License or Certificate	+ 5.0%

C. Employees may receive only one form of educational incentive pay or premium pay as provided in Sections 608, 609, and 612 and shall receive the form that provides the greatest incentive.

County Agricultural Commissioner or Deputy Agricultural Commissioners who have attained state Licensure as a County Agricultural Commissioner or Deputy Agricultural Commissioner shall receive an additional five percent (5%) of their Base Salary. Employees are eligible for this benefit in addition to other benefits outlined in Section 612B.

The licensure as a County Agricultural Commissioner or Deputy Agricultural Commissioner must remain valid and current in order to receive such benefit. The County will not pay such benefit for the period in which a lapsed certification has been renewed retroactively.

D. Incentives shall be granted pursuant to this section, only after submission of appropriate documentation to, and approval by, the Director-Human Resources.

Sec. 613 ***Long Term Disability Plan:*** All regular full- and part--time employees who are scheduled and working 40 hours or more per bi-weekly pay period, except elected officials, shall be provided disability income protection with the following basic provisions:

A. The long-term disability plan shall have a waiting period of thirty (30) calendar days before the benefits shall be extended to an employee. The benefits shall continue to a maximum of five (5) years for illness or injury. The maximum allowable benefit shall be sixty-six and two-thirds percent (66-2/3%) of monthly base salary to an eight thousand dollars ($8,000) monthly maximum benefit, subject to the terms and conditions of the long-term disability plan.

Sec. 614 ***Gross-Up Provisions:*** Any of the following benefits which subsequently become subject to taxation will be paid at 133% of the benefit income received by the employee as determined by the IRS. This provision applies to the following benefits:

Flexible Benefit Plan
Textbook & Tuition Reimbursement Plan
Medical Maintenance Examination Reimbursement Program
Professional Memberships
Retirement Pick-up
401(k) Deferred Compensation Program

Sec. 615 ***Overtime For Safety Management Employees:***

A. In the event that Sheriff's Safety Management (MS) and Fire Safety Management (MT) employees as identified in Exhibit I, are assigned

outside the legal boundaries of Ventura County in response to a formal request for mutual aid assistance, or in the event the Sheriff's Department, by legal contract, provides short-term security services to a city or other appropriate public entity, said employee(s) shall be eligible for overtime compensation as follows:

1. When assigned as part of a mutual aid response team, portal to portal at the straight-time rate for all hours worked in excess of their regularly assigned shift.

2. When assigned to short-term security services, at the rate of time and one-half of their base salary.

3. In the event that Battalion Chiefs employed by the Fire Protection District are assigned outside the legal boundaries of Ventura County, not including automatic aid responses to surrounding jurisdictions, in response to a formal request for mutual aid or other assistance, said employee(s) shall be eligible for overtime as follows: When assigned as part of a mutual aid response team, portal to portal at the rate of time and one-half for all hours worked in excess of their regularly assigned shift.

Sec. 616 ***Recruitment/Retention Incentives:***

A. In order to assist and facilitate the recruitment and retention of employees in management categories 1 or 2, the County Executive Officer may grant credit for prior public service on a pro rata basis (not to exceed year-for-year), for the purpose of the application of benefits in Section 1202-A. In no case shall the application of this section cause the biweekly accrual rate to exceed 14.16 hours.

B. An Agency/Department Head, with approval from the Director-Human Resources, may identify a job classification listed in Exhibit 1 as a critical recruitment that would benefit from offering a relocation allowance to the selected candidate. Payment of a relocation allowance will only be authorized when there is a lack of qualified candidates in the local labor market to fill the vacancy. Upon approval of the Director-Human Resources, a relocation allowance will be funded by the hiring agency/department and may be used as a recruiting tool to attract qualified candidates to accept regular County of Ventura employment. This relocation allowance is intended to support and expedite the recruitment and retention of employees in critical management positions by assisting new employees in offsetting the expenses associated with relocating to Ventura County.

1. A one-time relocation allowance may be approved for any amount, but under no circumstances may it exceed $15,000.

2. Only candidates who have accepted County job offers and have relocated from outside of Ventura County within the first twelve (12) months of the date of hire are eligible for a relocation allowance.

3. Employees who voluntarily resign or terminate their employment with the County of Ventura prior to completing twelve (12) full months of County employment are required to reimburse the County for fifty percent (50%) of the relocation allowance received. The County Executive Officer has the authority to waive this requirement based on an employee's significant contribution to the County or other special circumstances.

4. Federal and state laws require the withholding of payroll taxes for most relocation expenses. The relocation allowance paid to a new employee is considered compensation and will be added to the employee's W-2 statement at the end of the year.

Sec. 617 ***Medical Training Program Reimbursement:*** The County shall, subject to reasonable budgetary control and approval by the Director Health Care Agency, provide for 100% reimbursement of medical training programs and related expenses up to a maximum of one thousand five hundred dollars ($1500) per fiscal year for employees in the Residency Program at the Ventura County Medical Center. Employees provided with the benefits of this section shall not be eligible to receive benefits provided by Article 7 of this resolution.

Sec. 618 ***Safety Shoe Reimbursement:*** Effective July 1st of each year, employees who have (1) completed their probationary periods; (2) are not entitled to uniform allowance under Section 611; and, (3) whom the appointing authority has determined must wear safety shoes may be eligible to receive up to two hundred dollars ($200.00) each fiscal year as reimbursement towards expenses incurred for the purchase or maintenance of such shoes for wear on the job upon presentation of a receipt for purchase.

Employees who have not completed probation shall become eligible for reimbursement upon successful completion of probation. For purposes of this Section, the probationary period is defined in Article 16 of this resolution. The payment of this reimbursement shall satisfy any obligation the County may have with respect to the provision of safety shoes.

Sec. 619 ***Payment For Physical Care Services:*** Post Graduate Years One, Two, and Three, and the Assistant Chief and Chief Residents who agree to

provide physical care services for the Inpatient Unit of the Ventura County Medical Center and who are authorized to perform these services by the Ventura County Medical Center Medical Director or their designee shall be paid $48.00 per hour for each hour worked. The minimum payment shall be for two (2) hours. This provision shall not include consultation services which are part of the residency training program

Sec. 620 ***Emergency Medical Technician (EMT) Premium Pay:*** Subject to the following, effective December 29, 2019, all Fire Battalion and Fire Division Chiefs shall be eligible to receive $177.98 per biweek in EMT premium pay:

A. Failure to obtain and/or maintain all required certificates and/or licenses shall result in denial of payment under this section.

B. The District agrees to defend any and all employees against any and all civil claims or civil actions relating to the use of defibrillation equipment as required by Government Code section 995, or any other applicable law. In addition, the District agrees to indemnify, hold harmless and pay any judgment or settlement to which the District agrees relating to such employees and such claims as required by Government Code sections 825, 825.2, 825.6, 844.6, and 845.8 this section is not intended to expand or limit the Fire District's rights and/or obligations under existing law.

Sec. 621 ***Medical Licensure Exam Reimbursement:*** Post Graduate Year Three Residents shall be reimbursed for costs associated with the initial application for medical licensure. The maximum amount of reimbursement is $900.

Sec. 622 ***Standby Premium Pay and Callback:*** Should an FLSA non-exempt employee be placed on formal standby duty (as is meant under the FLSA), said employee shall be compensated for actual time on call at one-quarter (1/4) of his/her regular rate of pay/salary or at the State minimum wage, whichever is greater, and for time worked as a result of a callback to duty at his/her hourly wage when funds for such purposes have been specifically appropriated by the Board after specific inclusion in the department/agency budget. In no instance shall a callback to duty be considered as less than two (2) hours for pay purposes. No employee shall be paid for call back time and standby simultaneously. All employees excluded from the overtime provisions of these Articles are also excluded from the provisions of the section.

Sec. 623 ***Executive Pay-for-Performance Plan****:* For executive-level classifications within the Health Care Agency, including Director-Health Care Agency, Hospital Administrator, Ambulatory Care/Population Health Administrator and Chief Deputy Director Strategy and Growth, the County may award an annual Pay-for- Performance Plan to provide incentive compensation for the achievement of goals which reflect superior performance and are above

and beyond that considered satisfactory and expected. The plan shall be administered in line with the following provisions:

1. The goals will be specific, objective, and measurable. Both the goals and the corresponding measurement criteria shall be determined/approved by the County Executive Officer or his/her designee.

2. The value of the plan for the fiscal year and the associated payment shall be approved/made at the discretion of the County Executive Officer. The value of the annual award and payment shall not exceed the Board of Supervisors' approved maximum of $80,000 per year for the Director-Health Care Agency and $25,000 per year for the Hospital Administrator, Ambulatory Care/Population Health Administrator and Chief Deputy Director Strategy and Growth, respectively.

3. To be eligible, the employee must be actively employed on the day the pay-for-performance payment is issued.

4. The County Executive Officer may cancel a payment, regardless of the attainment of goals, in the event of an eligible employee's misconduct or neglect of duty.

5. Pay-for-performance payments are subject to all taxes as required by state, local, and federal law and are excluded from earnings eligible for 401(k) County matching contributions and the County's pension plan.

6. Both the goals and value of the plan for each fiscal year must be determined prior to the preceding fiscal year. In the event of exigent circumstances, for each fiscal year the amount of the award or goals set prior to the beginning of the fiscal year may be modified, re-set, and communicated to the eligible employee by the County Executive Officer or his/her designee.

7. Payment of the award, if approved by the County Executive Officer, will be made after the end of the fiscal year in one payment by September 30th, or a date as soon as administratively possible thereafter.

ARTICLE 7
TEXTBOOK AND TUITION REIMBURSEMENT

Sec. 701 ***Purpose:*** *To* provide a program whereby permanent and probationary employees of the County are reimbursed for the costs of textbooks, tuition, registration, examination fees, and laboratory fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time. Time off from work must be approved in advance.

Sec. 702 ***Eligible Employees:*** Permanent, probationary, full-time and part-time employees (on a pro rata basis) are eligible to participate in this program.

Sec. 703 ***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. Job-related graduate course work is eligible for reimbursement.

C. Courses must be satisfactorily completed. At least a grade of "C" or its equivalent is required for reimbursement for graded classes.

D. Job-related seminars and workshops shall be eligible for reimbursement.

E. 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.

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

G. Self-study courses or those that prepare for licensure and are job-related may be covered if approved by the Agency/Department Head and the Director-Human Resources.

H. Job-related examination fees when approved by the Agency/Department Head.

Sec. 704 ***Courses Not Eligible For Reimbursement:***

A. Those which duplicate in-service training.

B. Those which duplicate training the employee has already received.

Sec. 705 ***Textbook and Tuition Reimbursement:***

A. Tuition Reimbursement - The County shall, subject to reasonable budgetary control, and unless otherwise designated in this Resolution, provide for one hundred percent (100%) reimbursement of tuition for off-duty, job-related, recognized courses or graduation fees up to a maximum of two thousand dollars ($2,000) per fiscal year for management employees and employees in Unit (UO), and one-thousand dollars ($1,000) per fiscal year for confidential clerical 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.

B. Advanced Reimbursement - Reimbursement may be made to employees prior to the beginning of the course. New employees, however, will not be reimbursed until they have completed six (6) months of County employment. If the course is not satisfactorily completed, the employee shall reimburse the County for all monies received. If an employee terminates prior to completion of the course, the monies must be reimbursed to the County.

Sec. 706 ***Costs Not Covered:*** In terms of both time and money, the following costs are not covered by this program:

A. Courses must generally be taken on the employee's own time, on compensatory time, vacation time, or administrative leave approved in advance by the Agency/Department Head. Department Heads are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this section is to not provide for time off with pay.

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

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

D. Costs for which reimbursement is received from other sources.

E. Conventions and conferences, not qualifying as a "course," are not covered by this reimbursement program.

Sec. 707 ***Textbook and Tuition Program Administration:*** The Agency/Department Head is responsible for the administration of this program. Applications for reimbursement must be received by the Agency/Department Head prior to the first class session. An official record of grades, certificate of satisfactory completion, and receipts must be received by the Agency/Department Head within ninety (90) days after the

last class session. New employees will not be reimbursed until they have completed 1,040 hours of County employment. The Director-Human Resources may develop such forms and additional procedures which they deems necessary to accomplish the intent of this textbook and tuition program. Applications for Agency/Department Heads shall be submitted to the County Executive Officer for approval.

Employees who successfully complete approved courses and the amount of available textbook and tuition reimbursement does not cover the entire cost of said courses may submit a request for reimbursement of the uncovered expenses for an additional two fiscal years.

In no event shall expenses be reimbursed that are more than three years old.

ARTICLE 8
HOURS OF WORK

Sec. 801 ***Normal 80-Hour Biweekly Work Period:*** Except as may be otherwise provided, the official biweekly work period of the County of Ventura shall be ten (10) working days of eight (8) hours each. It is the duty of each Agency/Department Head to arrange the work of their department or agency so that each regular employee therein shall work no more than ten (10) days in each biweekly period, except that an Agency/Department Head may require any employee in their department to temporarily perform service in excess of ten (10) days per biweekly period, when public necessity or convenience so requires. The provisions of this Article are intended to define the normal work period 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.

Sec. 802 ***Other Allowable Work Periods:*** An Agency/Department Head may, following approval of the County Executive Officer, assign an employee(s) or their department or agency to any other schedule which aids the Agency's ability to serve the public if such schedule is not a violation of State or Federal Law or Regulation.

Sec. 803 ***Battalion Chiefs and Fire Division Chiefs Work Week:***

A. Line assigned Fire Battalion Chiefs shall work an average workweek of fifty-six (56) hours. They shall work a three (3) platoon, nine (9) day cycle of twenty-four (24) hours on duty and twenty-four (24) hours off duty as determined by the appointing authority, and which shall constitute a one hundred twelve (112) hour average pay period.

B. Fire Battalion and Fire Division Chiefs shall work the equivalent one hundred twenty (120) hours per year in excess of their regularly scheduled hours for performance of District activities during off duty hours.

C. Fire Battalion and Fire Division Chiefs, shall earn straight-time overtime at their current hourly rate for all emergency hours; and, for Fire Battalion and Fire Division Chiefs, all hours in excess of the one hundred twenty (120) hours described in (B) above, except as described for Battalion Chiefs in Section 615-A.3.

Sec. 804 ***Public Works Superintendent Work Periods:***

A. The regularly scheduled biweekly work period for Public Works Superintendent shall comprise eighty (80) hours.

B. Public Works Superintendent shall work overtime up to an accumulative amount of up to 40 hours during the non-peak period

and up to 80 hours during the peak period without entitlement to additional compensation.

C. Public Works Superintendent shall earn straight time compensation for all overtime hours during each peak period in excess of the amounts set forth in (B) above. All overtime shall require prior written approval by the agency head of their designee.

D. The following definitions shall apply to the provisions of this section:

Department	Peak Period	Non-Peak Period
Transportation and Watershed Protection	Nov. 1-April 30	May 1-Oct. 31
Water and Sanitation	May 1-Oct. 31	Nov. 1-Apr. 30

ARTICLE 9
OVERTIME FOR CONFIDENTIAL CLERICAL EMPLOYEES

Sec. 901 ***Definition:***

A. Overtime is defined as hours worked in excess of forty (40) hours in a 7-day designated work period. Effective September 28, 2014, hours worked shall not include any paid time off.

B. A confidential employee is an employee who has access to confidential information in employee relations matters and is identified in Exhibit I as CC.

Sec. 902 ***Policy Limitation On Overtime:*** It is County's policy to avoid the necessity for overtime 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 their Agency/Department Head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.

Sec. 903 ***Compensation For Overtime Hours Worked:*** Non-exempt employees shall be compensated for all overtime worked at the rate of one and one-half times the regular rate.

Sec. 904 ***Hours Worked In Excess Of Normal Work Day:*** Employees who work more than their normal working hours during a given day may be authorized by their supervisor to take equivalent time off during the same work week. The supervisor shall attempt to schedule the time off at a time agreeable to the employee.

ARTICLE 10
ADMINISTRATIVE LEAVE

Sec. 1001 ***Purpose:*** *To* provide for granting time off with pay for employees who are not eligible to be compensated for overtime.

Sec. 1002 ***Eligible Employees:*** Any employee whose position is excluded by the Fair Labor Standards Act (FLSA) from accruing and being compensated for overtime is eligible for administrative leave.

Sec. 1003 ***Granting Of Administrative Leave:*** Employees shall be granted paid administrative leave in no less than full day increments upon approval of their supervisor in accordance with the County Administrative Manual.

Sec. 1004 ***Payment For Overtime Worked:*** Nothing herein shall prevent the payment of straight-time 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. 1005 ***Use, Accruals, And Record Keeping:*** Employees exempt from overtime shall not accrue or record hours worked beyond the regular workday or biweekly work period. Employees exempt from overtime shall be eligible to receive administrative leave for personal business in addition to vacation, sick leave, annual 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.

ARTICLE 11
HOLIDAYS

Sec. 1101 ***Holiday Policy:*** Paid holidays shall be authorized only for regular full and part-time employees, provisional employees, and enrollees in training and work programs. To be entitled to pay for such paid holidays, an employee must be entitled to compensation for their regularly scheduled shift, both the day before and after such paid holiday.

Sec. 1102 ***Paid Assigned Holidays:***

A. New Year's Day, January 1;
B. Martin Luther King Day, the third Monday in January;
C. President's Day, the third Monday in February;
D. Memorial Day, the last Monday in May;
E. Independence Day, July 4;
F. Labor Day, the first Monday in September;
G. Veterans Day, November 11, effective 2014;
H. Thanksgiving Day, the fourth Thursday in November;
I. Day After Thanksgiving;
J. Christmas Day, December 25;
K. 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.

Line assigned Battalion Chiefs shall earn an additional eleven and two-tenths (11.2) hours of holiday time for 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. This time shall be accumulated, added to, and taken as part of their annual leave time off.

Sec. 1103 ***Observance:*** 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.

Sec. 1104 ***Floating Holiday:***

A. In addition to the holidays listed in Section 1102, effective January 1, 1997, and January 1st of each year thereafter, each permanent, full time employee covered under the terms of this Resolution shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. For employees on a 9/80 work schedule, 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 granted 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.

Sec. 1105 ***Holiday Pay*:** If a holiday falls within a biweekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within that biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. Holidays for part-time employees shall be pro-rated based upon the total number of hours regularly worked. 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.

Sec. 1106 ***Work On Holidays*:** Effective June 27, 2010, pay and compensatory time for holiday work shall be limited by the overtime provisions of this Resolution except when exempt employees are mandated to work on a holiday, they shall receive their regular salary and have the number of hours regularly scheduled to work on that day added to their Holiday bank. Any regular, full-time or part-time employee assigned an eighty (80) hour biweekly work period who is required to work on a paid assigned holiday shall receive credit for the time actually worked. Any such employee whose regularly scheduled day off falls on a paid, assigned holiday, shall be credited with Holiday leave hours equivalent to the number of hours usually scheduled for on that day but credit shall in no case exceed twelve (12) hours. Each holiday banked shall be used within twelve (12) months of banking such hours and shall have no cash value.

Sec. 1107 ***Holiday Time, Line Assigned Battalion Chiefs:*** Line assigned Battalion Chiefs shall earn three and eighty-eight hundredths (3.88) hours of holiday time per pay period which shall be accumulated, added, and taken as part of their annual leave time off.

ARTICLE 12
PAID LEAVE

Sec. 1201 ***Purpose:*** *To* provide a leave policy which prescribes the manner in which leave is accrued and utilized. Leave is authorized for only regular full-time, provisional, and part-time employees.

Sec. 1202 ***Annual Leave Accrual:*** (Except Unit ME) Annual leave is earned according to each biweekly pay period of service commencing with the employee's initial anniversary date assigned an employee during their latest period of County employment according to the following schedule. Absence or time not worked and part-time employment shall cause said pay period's accrual of annual leave credits to be reduced on a pro rata basis.

A. Executive Annual Leave - (Applicable only to positions shown in Exhibit 1 in benefit categories 1 and 2 and exempt from Civil Service)

Years of Completed Service	Annual Leave Accrual
Less than 5	9.54 hrs = 248.04 hrs/year
5 - 10	11.08 hrs = 288.08 hrs/year
10 - 15	12.62 hrs = 328.12 hrs/year
15 years or more	14.16 hrs = 368.16 hrs/year

B. Fire Battalion and Fire Division Chiefs 56-Hours

Less than 5	9.05 hrs = 235.30 hrs/year
5 or more	13.35 hrs =347.10 hrs/year

C. Other Employees Leave - For employees (except those covered in subparagraphs A and B of this section)

Less than 5	8.00 hrs = 208 hrs/year
5 or more	11.08 hrs = 288.08 hrs/year

Sec. 1203 ***Annual Leave Usage:*** During the first twenty-six (26) pay periods of employment, employees shall use no less than forty (40) hours of annual leave; and thereafter employees shall use no less than eighty (80) hours of annual leave in each succeeding twenty-six (26) pay periods of employment. While on annual leave or sick leave an employee shall be compensated and receive benefits at the same rate as if they were on the job.

Sec. 1204 ***Maximum Accrual:***

A. Effective July 1, 2005, the maximum number of hours that an employee can accumulate shall be 880 hours.

These provisions shall apply to line assigned Battalion Chiefs except that the maximum accruals shall be 1232 hours.

B. Annual Leave Credit Accumulation During a Natural Disaster: Effective March 22, 2020, during a natural disaster, as defined in Section 1804 of the Ventura County Personnel Rules and Regulations and as declared by the Ventura County Board of Supervisors, employees shall, notwithstanding the accrual limit set forth in Sec. 1204(A), above, be permitted to continue to accrue annual leave hours of up to 60 hours in excess of the applicable maximum annual leave credit accrual limit. Such accruals in excess of the applicable maximum annual leave credit accrual limit may occur only during the period of the declared natural disaster and in no case shall the total number of accrued hours of any employee exceed 60 hours over the applicable maximum accrual limit, as set forth in Sec. 1202(A), above.

Within six months from the date of the end of the natural disaster, any employee who was permitted under this subsection to accrue annual leave hours in excess of the maximum accrual limit set forth in Sec. 1202(A), above, shall draw down (by use for paid time off or cash redemption pursuant to Sec. 1205, 1206, and 1207 below) their accrued annual leave hours that are in excess of the maximum accrual limit set forth in Sec. 1202(A), above, or lose the value of all hours in excess of that maximum accrual limit.

Sec. 1205 ***Annual Leave Redemption:*** Employees hired and covered by this Resolution before May 23, 2004, may elect to receive pay in lieu of annual leave subject to the following conditions:

A. Any employee wishing to receive cash in lieu of annual leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash.

B. After a qualified election is made, employees may request cash out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of a combined annual maximum of one hundred sixty (160) hours of annual leave, or two hundred (200) hours of annual leave for those with five (5) or more of County Service, as compensation as prescribed in Section 1212 of this resolution. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual hours accrued in a prior calendar year are not allowed.

C. After a qualified election is made, line assigned Battalion Chiefs with five (5) or more years' experience may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. Such employees may make up to two requests per calendar year for payment in lieu of a combined annual maximum of two hundred twenty-four (224) hours of annual leave, or two hundred eighty (280) hours of annual leave for those with five (5) or more years of County service, at the current salary rate. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.

D. A temporary exception to the above requirements in "B" and "C" above that only annual leave hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the Ventura County CEO-Human Resources Office in the calendar year in which the annual leave will be cashed-out. As such, if an employee has accrued less annual leave in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out annual leave hours carried over from a prior calendar year, if and only if the following conditions are met:

1. At the time the employee made an irrevocable election to receive cash in lieu of annual leave, the employee submitted a notice of intent to retire in the calendar year in which the annual leave will be cashed-out.

2. At the time the employee makes a request for cash out payments to be paid, the employee submits an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.

3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I or safety retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.

E. An employee must use eighty (80) hours of annual leave during the twelve (12) months immediately preceding a cash-out payment request. Line assigned battalion chiefs must use a minimum of one hundred twelve (112) hours of annual leave during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, "use" shall mean actually taking time off work and being paid annual leave pay for such time off. If the employee has not used the required hours of annual leave in the twelve (12) months immediately preceding the cash-out, the employee's cash-out request

shall be denied. If an employee is unable to cash-out by the final payroll processing period of the year because the employee has not used the required eighty (80) hours (or one hundred and twelve (112) hours for line assigned battalion chiefs) in the preceding twelve (12) months, the employee shall, for tax purposes, be considered to have had the unlimited right to cash out the amount of accrued annual leave the employee had elected to redeem for cash.

If an employee is unable meet the eighty (80) hour usage requirement, (or for line assigned battalion chiefs one hundred twelve (112) hour usage requirement) necessary to cash-out annual leave by the end of the election year as a result of the denial of a written request (or requests) to use annual leave, the employee's election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the annual leave hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours requested in the denials and actual annual leave hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller's Office at the time the request is made to void the election.

F. If an employee fails to request payment for the total annual leave hours elected for cash-out, the employer shall unilaterally cash out the elected annual leave hours to the extent that an employee has accrued annual leave available before December 31 of the calendar year.

G. Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.

H. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem annual leave for pay in the subsequent calendar year.

I. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem annual leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the

participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller's Office in its sole discretion.

J. Employees covered by this Resolution who, as a result of a change in a bargaining unit represented by a recognized employee organization pursuant to Article 20 of the Ventura County Personnel Rules and Regulations, shall be permitted to redeem annual leave under provisions of this Resolution for up to thirty-six (36) months subsequent to that change.

K. Redemption requests that are processed outside the normal payroll cycle will be calculated at the pay rate in effect during the prior pay period. The check issue date shall determine the applicable period to credit such redemption for the purpose of determining compliance with this section.

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

Sec. 1206 ***Annual Leave Redemption:*** Employees hired and covered by this Resolution on or after May 23, 2004, but before April 6, 2011, may elect to receive pay in lieu of annual leave subject to the following conditions:

A. Any employee wishing to receive cash in lieu of annual leave annual leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash.

B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of a combined annual maximum of one hundred sixty (160) hours of annual leave as compensation as prescribed in section 1212 of this resolution. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.

C. After a qualified election is made, line assigned Battalion Chiefs may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. Such employees may make up to two requests per calendar year for payment in lieu of a combined annual maximum of two hundred twenty-four (224) hours of annual leave at the current base rate of pay. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.

D. A temporary exception to the above requirements in "B" and "C" above that only annual leave hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the Ventura County CEO-Human Resources Office in the calendar year in which the annual leave will be cashed-out. As such, if an employee has accrued less annual leave in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out annual leave hours carried over from a prior calendar year, if and only if the following conditions are met:

1. At the time the employee made an irrevocable election to receive cash in lieu of annual leave, the employee submitted a notice of intent to retire in the calendar year in which the annual leave will be cashed-out.

2. At the time the employee makes a request for cash out payments to be paid, the employee submit an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.

3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I or safety retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.

E. An employee must use eighty (80) hours of annual leave during the twelve (12) months immediately preceding a cash-out payment request. Line assigned battalion chiefs must use a minimum of one hundred twelve (112) hours of annual leave during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, "use" shall mean actually taking time off work and being paid annual leave pay for such time off. If the employee has not used the required hours of annual leave in the twelve (12) months immediately preceding the cash-out, the employee's cash-out request shall be denied. If an employee is unable to cash-out by the final payroll processing period of the year because the employee has not

used the required eighty (80) hours (or one hundred and twelve (112) hours for line assigned battalion chiefs) in the preceding twelve (12) months, the employee shall, for tax purposes, be considered to have had the unlimited right to cash out the amount of accrued annual leave the employee had elected to redeem for cash.

If an employee is unable meet the eighty (80) hour usage requirement, (or for line assigned battalion chiefs one hundred twelve (112) hour usage requirement) necessary to cash-out annual leave by the end of the election year as a result of the denial of a written request (or requests) to use annual leave, the employee's election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the annual leave hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours requested in the denials and actual annual leave hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller's Office at the time the request is made to void the election.

F. If an employee fails to request payment for the total annual leave hours elected for cash-out, the employer shall unilaterally cash out the elected annual leave hours to the extent that an employee has accrued annual leave available before December 31 of the calendar year.

G. Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.

H. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem annual leave for pay in the subsequent calendar year.

I. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem annual leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the

unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller's office in its sole discretion.

J. Redemption requests that are processed outside the normal payroll cycle will be calculated at the pay rate in effect during the prior pay period. The check issue date shall determine the applicable period to credit such redemption for the purpose of determining compliance with this section.

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

Sec. 1207 ***Annual Leave Redemption:*** Employees hired and covered by this Resolution on or after April 6, 2011, may elect to receive pay in lieu of annual leave subject to the following conditions:

A. Any employee wishing to receive cash in lieu of annual leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash.

B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of a combined annual maximum of one hundred (100) hours of annual leave at the current base rate of pay. Only annual leave ours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.

C. After a qualified election is made, line assigned Battalion Chiefs may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. Such employees may make up to two requests per calendar year for payment in lieu of a combined annual maximum of one hundred forty (140) hours of annual leave at the current base rate of pay. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.

D. A temporary exception to the above requirements in “B” and “C” above that only annual leave hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the Ventura County CEO-Human Resources Office in the calendar year in which the annual leave will be cashed-out. As such, if an employee has accrued less annual leave in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out annual leave hours carried over from a prior calendar year, if and only if the following conditions are met:

1. At the time the employee made an irrevocable election to receive cash in lieu of annual leave, the employee submitted a notice of intent to retire in the calendar year in which the annual leave will be cashed-out.

2. At the time the employee makes a request for cash out payments to be paid, the employee submits an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.

3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I or safety retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.

E. An employee must use eighty (80) hours of annual leave during the twelve (12) months immediately preceding a cash-out payment request. Line assigned battalion chiefs must use a minimum of one hundred twelve (112) hours of annual leave during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, “use” shall mean actually taking time off work and being paid annual leave pay for such time off. If the employee has not used the required hours of annual leave in the twelve (12) months immediately preceding the cash-out, the employee’s cash-out request shall be denied. If an employee is unable to cash-out by the final payroll processing period of the year because the employee has not used the required eighty (80) hours (or one hundred and twelve (112) hours for line assigned battalion chiefs) in the preceding twelve (12) months, the employee shall, for tax purposes, be considered to have had the unlimited right to cash out the amount of accrued annual leave the employee had elected to redeem for cash.

If an employee is unable meet the eighty (80) hour usage requirement, (or for line assigned battalion chiefs one hundred twelve (112) hour usage requirement) necessary to cash-out annual leave by the end of the election year as a result of the denial of a written request (or requests) to use annual leave, the employee’s election

shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the annual leave hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours requested in the denials and actual annual leave hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller's Office at the time the request is made to void the election.

F. If an employee fails to request payment for the total annual leave hours elected for cash-out, the employer shall unilaterally cash out the elected annual leave hours to the extent that an employee has accrued annual leave available before December 31 of the calendar year.

G. Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.

H. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem annual leave for pay in the subsequent calendar year.

I. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem annual leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller's office in its sole discretion.

J. Redemption requests that are processed outside the normal payroll cycle will be calculated at the pay rate in effect during the prior pay

period. The check issue date shall determine the applicable period to credit such redemption for the purpose of determining compliance with this section.

K. Section 1207 only applies to employees hired into a County position on or after April 6, 2011. Employees hired on or after April 6, 2011, who were previously placed under a moratorium for annual leave redemption, are now covered by Section 1207.

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

M. The Board of Supervisors reserves the right to modify or eliminate this annual leave redemption benefit at any time.

Sec. 1208 ***Advanced Annual Leave Credit:*** New regular, full-time employees shall receive advanced annual leave credit as follows: seven (7) biweekly pay periods of annual leave accrual as of the date of hire. Said annual leave advancement shall be balanced upon completion of seven (7) biweekly pay periods of service or upon earlier separation.

Sec. 1209 ***Prior Sick Leave Accruals:***

A. Current sick leave balances shall be frozen as of August 7, 1977 (October 28, 1990, for employees in classifications previously represented by the Social Services Supervisory Unit). Sick leave may be used until the sick leave balance is exhausted. Payment for unused sick leave will be made as follows:

1. To Agency/Department Heads:
   Upon death or retirement – 100%
   Upon termination, except for cause, after 10 years County service – 50%
   Upon termination, except for cause, after 20 years County service – 75%

2. To assistant Agency/Department Heads:
   Upon death or retirement – 100%
   Upon termination, except for cause – 25%

3. To Fire Battalion Chiefs and Fire Division Chiefs:
   Upon death – 100%
   Upon retirement, after 10 years County service – 100%
   Upon termination, except for cause, after 10 years continuous County service – 25%

4. To all others:
   Upon retirement or termination, except for cause, after 10 years continuous County service – 25%

B. Employees requesting time off for illness or injury may use accumulated sick leave prior to using annual leave.

C. Remaining sick leave credits shall be allowed to an employee for absence from duty because of serious illness or injury of members of their immediate family.

D. Payments made under the provisions of this Section shall be calculated at the salary rate in effect at the time the payment is made according to the provisions of Section 1210.

Sec. 1210 ***Annual Leave Usage:*** Annual leave may be utilized to restore pay otherwise lost due to absence from work for personal reasons or illness.

A. Each Agency/Department Head shall be responsible for scheduling the annual leave periods of their employees in such a manner as to achieve the most efficient functioning of the department/agency and of the County service. The appointing authority shall determine when annual leave will be taken. Absence from work by members of the Executive Committee shall cause annual leave balances to be reduced proportionately unless administrative leave is utilized.

B. In addition, when unscheduled usage of annual leave occurs, verification of reason for absence may be required from the employee. Any person absent from work shall notify their Agency/Department Head on the first (1st) day of such leave and as often thereafter as directed by his Agency/Department Head.

C. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of their 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.

D. Section 1210(B) and 1210(C) shall also apply to use of existing sick leave accruals.

Sec. 1211 ***Payoff Upon Retirement or Terminations:*** Any regular employee who terminates or is terminated shall be paid at the same rate as the last day worked or last day of approved leave with pay, according to the provisions of Section 1212.

Sec. 1212 ***Rate of Pay For Annual Leave Redemption:*** Annual leave redemption shall be calculated at the rate of compensation an employee would have received if they had been on the job. In addition to Base Salary this includes:

Article 4, Section 401 (Bilingual Pay)
Article 4, Section 404 (Fire Staff Pay)

Article 5, Section 405 (Probation Assignment Pay)
Article 5, Section 501 (Health Insurance)
Article 6, Section 604 (Auto Allowance)
Article 6, Section 607A (Professional License)
Article 6, Section 608 (Board Certified Pay)
Article 6, Section 609 (CPA)
Article 6, Section 612 (Educational Incentive Pay)
Article 12, Section 1202 (Annual Leave Accrual Rate)
Article 19, Section 1901(A) (effective July 6, 2014, this section shall no longer apply)
Article 19, Section 1901(D) (Deferred Compensation)
Article 19, Section 1902 (30 year Incentive)

This Section does not apply to employees hired on or after April 6, 2011.

Sec. 1213 ***Annual Leave Accrual While On Temporary Disability:*** An employee who is entitled to Total Temporary Disability (TTD) indemnity under Division 4 or Division 4.5 of the Labor Code shall accrue annual leave during the period they receive temporary disability indemnity.

Sec. 1214 ***Retention of Excess Accruals:***

A. Employees covered by this Resolution who, as the result of a change in classification, are included in a bargaining unit represented by a recognized employee organization pursuant to Article 20 of the Ventura County Personnel Rules and Regulations, and who have accrued annual leave hours in excess of the annual leave/vacation accrual maximums provided under the appropriate collective bargaining agreement, shall be permitted to maintain the number of hours equal to those accrued at the time of the change in status for a maximum period of five (5) years from the date on which the change occurred. If the employee's new class is eligible for vacation and sick leave, their annual leave accrued hours shall become vacation accrued hours and the employee shall accrue additional vacation hours at the rate specified for years of service in the collective bargaining agreement. Sick leave shall accrue from a zero balance or shall be added to any existing prior sick leave balance.

B. Employees who, as the result of administrative error, have incorrect annual leave or vacation accrual rates which are subsequently adjusted and who maximum accrued hours are then in excess of those provided under the applicable Memorandum or Board of Supervisors' Resolution, shall be entitled to maintain such accruals pursuant to the provisions of (A), above.

ARTICLE 13
INDUSTRIAL LEAVE

Sec. 1301 ***Purpose:*** *To* provide for a means of compensating employees while on industrial leave.

Sec. 1302 ***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 up to the first twenty-four (24) working hours of such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by the Worker's Compensation Claims Administrator.

Sec. 1303 ***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 their duties during a rehabilitation period.

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

Sec. 1304 ***Full Payment For First Week Of Disability-Hospitalization:*** If hospitalization of the employee is required from the first (1st) day of the accident or illness, 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 their full, regular salary for the first (1st) week of disability if the conditions in Section 1303 are met.

Sec. 1305 ***Supplement 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 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 their full, regular salary for the first twenty-four (24) working hours of disability if the conditions in Section 1303 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 salary.

Sec. 1306 ***Use Of Other Leave:*** If the request for paid industrial leave is denied, the employee may elect to use accumulated annual leave to receive full compensation for the initial twenty-four (24) working hours following the accident or illness.

Sec. 1307 ***Full 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 their accumulated sick leave/annual leave or accumulated vacation so as when added to their temporary disability indemnity, it will result in payment to him of their full salary.

Sec. 1308 ***Employment Status While Receiving Temporary Disability Indemnity:*** An employee who has exhausted their industrial leave with pay as provided in Section 1303 of this Resolution 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 Division 4.5 of the Labor Code.

Sec. 1309 ***Annual Leave Accrual While On Temporary Disability:*** An employee who is on temporary disability leave of absence as provided in Section 1308 shall be entitled to accrue the same annual leave credits they would have normally accrued had they not been placed on temporary disability leave of absence without pay.

Sec. 1310 ***Holiday Accrual While Disabled:*** An employee who is on temporary disability leave of absence without pay as provided in Section 1308 shall be entitled to accrue the same holiday credits they would have normally accrued had they not been placed on temporary disability leave of absence without pay. This contribution will cease at the time that an employee is moved into vocational rehabilitation.

Sec. 1311 ***Health Plan Contribution:*** For employees on temporary disability leave of absence without pay as provided in Section 1308, the County shall continue to make its contribution for the medical plan premium as long as said employee remains on temporary disability leave of absence without pay.

Sec. 1312 ***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 without pay.

Sec. 1313 ***Relationship To Labor Code:*** Payment of salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.

ARTICLE 14
LEAVES OF ABSENCE

Sec. 1401 ***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, assisting other public jurisdictions, or occupying a position in the exempt service, may be granted by the appointing authority not to exceed one (1) year, when such leave is in the best interests of the County. Additional leave for the same purposes may be granted by the County Executive Officer 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. 1402 ***No Loss Of Rights Or Breaks 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. 1403 ***Early Return From Leaves Of Absence:*** An employee absent on authorized leave may return to work prior to expiration of the period of authorized leave upon receiving permission thereto from the appointing authority.

Sec. 1404 ***Bereavement Leave:***

A. Any regular employee may be allowed to be absent from duty for up to three (3) working days without loss of pay because of the death of a member of their immediate family. When travel to distant locations or other circumstances requires absence in excess of three (3) consecutive working days, the appointing authority may allow the use of accrued annual leave, or up to two (2) days of accrued sick leave to supplement the three (3) working days provided in this Section.

For the purpose of this Section, “immediate family” shall mean the husband, wife, registered domestic partner, parent, brother, sister, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a ward for whom the employee is legal guardian, step or foster parent or child of an employee. For the purpose of this Section, the term “grandchild” includes great-grandchild and the term “grandparent” includes great-grandparent.

The appointing authority may grant an absence of one working day because of the death of any other person to whom the employee may be reasonably deemed to owe respect. Two additional bereavement

days may be granted if travel outside the State of California is required as a result of the person's death.

B. Line assigned Battalion Chiefs may be absent from duty for bereavement for up to forty-eight (48) hours. The appointing authority may allow the use of accrued annual leave or up to twenty-four (24) hours of accrued sick leave to supplement the forty-eight (48) hours provided in this Section.

Sec. 1405 ***Pregnancy Disability Leave (PDL):*** 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 pregnancy disability 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 continued employment causes unreasonable risks of liability to the County; or,

C. The employee is unable to satisfactorily perform her job duties.

Sec. 1406 ***Length Of Pregnancy Disability Leave (PDL):*** A pregnancy disability leave of absence without pay may be granted by the appointing authority to a maximum of one (1) year.

Sec. 1407 ***Parenthood Leave:*** Upon approval by the Agency/Department Head, an employee may be granted a parenthood leave without pay of up to six (6) months in connection with the legal adoption of a child provided the employee meets the following conditions:

A. The requested leave is within six (6) months after the expected date of placement of the adopted child.

B. Sufficient documentation of adoption is submitted with the request for leave.

C. All accrued annual leave time has been applied toward the absence.

ARTICLE 15
PART-TIME EMPLOYEES

Sec. 1501 Benefits for employees designated as part-time who regularly work less than sixty-four (64) hours per biweekly pay period and who work less than one thousand six hundred sixty-four (1,664) hours per calendar year shall be limited to those specifically provided to part-time employees in this Resolution. Such benefits shall accrue on a pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80) in a biweekly pay period. This section shall not apply to employees involuntarily placed on a part-time schedule.

ARTICLE 16
PROBATIONARY PERIOD

Sec. 1601 ***Length Of Probationary Period:*** The probationary period is two thousand eighty (2,080) hours exclusive of overtime. If Federal, State, or local law requires a longer probationary period, such law shall prevail.

Sec. 1602 ***Employees Who Must Serve Probationary Periods:*** The following employees shall serve probationary periods:

A. Newly hired employees.

B. Employees who are promoted.

C. Persons appointed from reemployment or classification re-instatement 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 with the agency/department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.

D. Persons appointed from County service reinstatement eligible lists.

E. Interdepartmental transfers who are on probation (Section 2004).

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

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

Sec. 1603 ***Extension Of Probation Period:*** Employees serving a probationary period may request and the Agency/Department Head may authorize, or the Agency/Department Head of their own initiative may authorize, an extension of the probationary period of 1,040 hours. The Department Head shall notify the Director-Human Resources and the employee of any extension and the reasons therefore.

Sec. 1604 ***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 the pay period following the completion of 1,040 hours of service. 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. 1605 ***Return To Previous Position:*** A promoted employee who is dismissed during their probationary period or an employee promoted to a position exempt from Civil Service who is dismissed, shall return to the position in which they held permanent status, if vacant, or any other vacant position in their 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 leave of absence without pay not to exceed one (1) year and shall be granted the first position that becomes available in their former classification. The above provisions shall not apply if the cause for dismissal warrants dismissal from County service, the employee shall be entitled to appeal such action to the Civil Service Commission within ten (10) calendar days. Employees with permanent status, employed by the Human Services Agency who fail to satisfactorily complete a probationary period following a promotion, or, who are on probation as a result of an interdepartmental transfer, will have return rights to the previous classification, or Department in case of transfer, in which they held permanent status.

ARTICLE 17
PERFORMANCE REVIEWS

Sec. 1701 ***Administration Of Evaluation Program:*** Performance appraisal reports shall be prepared, discussed with each employee, and submitted to the Director-Human Resources prior to the employee's anniversary date. Performance ratings and evaluations for appointed Agency/Department Heads shall be made by the County Executive Officer. One (1) copy of each fully completed and signed report shall be given to the employee. The Director-Human Resources may develop such forms and additional procedures as deemed necessary to accomplish the intent of this program.

Sec. 1702 ***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 used 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 they have read the supervisor's comments. Space will also be provided so that employees may give related comments 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/Agency/Department 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. 1703 ***Confidentiality Of Performance Evaluations:*** Performance appraisal reports shall be confidential and shall be made available as required to the employee, appointing authority, Director-Human Resources, and the Civil Service Commission.

ARTICLE 18
PERSONNEL FILE

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

Sec. 1802 ***Full Right Of Inspection Of Employee Personnel File:*** With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of their personnel file.

ARTICLE 19
ADDITIONAL EMPLOYEE BENEFITS

Sec. 1901 ***Deferred Compensation:*** Employees may participate in the County's Deferred Compensation Program. The information in this section was formerly included in Appendix C in past Resolutions. The County shall contribute toward this program for ME, MA, MB, MS, MT, CC and UO units as specified below.

A. ***Employees Hired Prior To June 27, 2010:*** Effective June 27, 2010, the County will pick up the retirement contribution on the first $161.00 of compensation described as "Basic Rate 1" in VCHRP. The employee will pick up three (3) percentage points of the retirement contribution balance, (total retirement compensation earnings less the first $161.00) described as "Basic Rate 2" in VCHRP. Example: If the retirement rate is five (5) percent, and total retirement compensation is $2000, the employee will contribute three (3) percent of ($2000 - $161) and the County will contribute two (2) percent of ($2000 - $161).

Employees Hired On Or After June 27, 2010: Effective June 27, 2010, the County will pick up the retirement contribution on the first $161.00 of compensation described as "Basic Rate 1" in VCHRP. All newly hired employees covered by this resolution will pick up four (4) percentage points of the retirement contribution balance, (total retirement compensation earnings less the first $161.00) described as "Basic Rate 2" in VCHRP. Example: If the retirement rate is five (5) percent, and total retirement compensation is $2000, the employee will contribute four (4) percent of ($2000 - $161) and the County will contribute one (1) percent of ($2000 - $161).

For the purposes of taxation, this "pick-up" portion of the retirement contribution paid by the County under this Resolution shall not be regarded as ordinary income in accordance with Section 414, subdivision (h) of the United States Internal Revenue Code and Government Code section 31581.2. The Director – Probation Agency, Chief Deputy – Probation, Manager – Probation Agency, supervising Deputy Probation Officer, and Probation Program manager classifications shall be exempt from this subsection.

B. Provisions of sub-section (A) shall no longer be in effect and the following shall apply:

Effective July 6, 2014, and in conjunction with the related salary "offset" proposal (as found immediately below):

1. The County shall no longer "pick-up" any employee's mandated pension contribution(s);

2. All employees shall pay/contribute 1/2 of the actuarially-determined "normal" cost of retirement and thereafter such "normal" retirement costs shall continue to be shared on a 50:50 basis; and,

In conjunction with the retirement proposal(s) immediately above, also effective on July 6, 2014, the salary/pay of employees affected by the proposed changes to retirement "pick-up" and 50:50 retirement cost sharing shall be increased as follows:

1. The percentage amount equal to the percentage value of eliminating any retirement pick-up;

2. The percentage value of employees participating in the 50:50 cost sharing of the normal cost of retirement contributions.

Employees covered by this Resolution that are Tier I Retirement members, shall receive a supplemental pay for the additional Tier I contribution.

Members of the Board of Supervisors shall receive a supplemental pay for Tier I and Tier II contributions to be consistent with your Board's goals and the 50:50 cost sharing under the goals of Public Employees' Pension Reform Act (PEPRA) and Ordinance No. 4316.

C. All employees in positions assigned to Flexible Benefit Categories 1 and 2 shall be in the Ventura County Employees' Retirement System Tier II effective October 16, 2001, and all other provisions of this Section made applicable thereto. Employees assigned to Flexible Benefit Categories 1 and 2 who prior to October 16, 2001, were in the Ventura County Employees' Retirement System Tier I shall retain their Tier I status.

D. For employees who participate in the County-sponsored 401(k) deferred compensation plan, the County will match a part of employee's contribution, on a pay period basis, according to the following schedule:

Employee Contribution	County Match
1%	1.00%
2%	1.50%
3%	1.75%
4%	2.00%
5%	2.50%
6% or more	3.00%

Only employees appropriately enrolled in a County-sponsored plan shall be entitled to benefits under this Section, subject to the following conditions:

1. The employee's individual contributions, and the total combined employer-employee contributions, shall not exceed legally established limits.

2. Should an employee reach their individual contribution limit before the end of the calendar year, the County shall nonetheless continue to contribute a 3% "County Match" to the employee's account for the remainder of the calendar year, provided that the employee remains employed by the County.

3. Should entitlement to County Match contributions be precluded by operation of the limit on total combined employer-employee contributions, the amount of the County Match lost shall be paid to the employee in cash in addition to Base Salary.

4. County contribution to the deferred compensation plans provided for in Section 1901(C) shall not qualify as any part of the employee's contribution specified in this Section.

   This Section, as amended, is intended to clarify the County's existing 401(k) program.

E. Elected officials who are not members of the County of Ventura retirement system shall have an amount equal to what the County's contribution to their retirement would have been if they were members of the system deposited on their behalf to a qualified 401(k).

The County's contribution to the deferred compensation plan will be made in accordance with terms of the official Ventura County Shared Savings Plan document.

The County's contribution to the deferred compensation plan will be based on the maximum amount the County would have contributed to the County retirement plan for which the elected official would have been eligible at the time they were first elected or appointed to an elective County office or were first employed by the County if the service is continuous, plus an amount equal to the current "pick-up" of the employee contribution as provided in Section 1.

As a condition of accepting contributions under this provision, an elected official who exercises rights under section 31648.5 of the Government Code to join the retirement association and "buy back"

prior service credit shall have a contractual obligation to reimburse the County for the "employer's" share, with interest, of the contribution made hereunder.

F. In determining the amount of contribution to the 401(k) plan under this Section, the following shall be considered in addition to Base Salary:

Article 4, Section 401 (Bilingual Pay)
Article 4, Section 404 (Fire Staff Pay)
Article 6, Sections 604 (Auto Allowance)
Article 6, Section 607A (Professional License)
Article 6, Section 608 (Board Certified Pay)
Article 6, Section 609 (CPA)
Article 6, Section 612 (Educational Incentive Pay)
Article 19, Section 1901(A) (effective July 6, 2014, this section shall no longer apply)
Article 19, Section 1901(D) (Deferred Compensation) and
Article 19, Section 1902 (30 year Incentive)

G. Effective November 9, 2002, management probation officer classifications will be prospectively eligible for the benefits provided to safety members of the Ventura County Employees' Retirement Association (VCERA). Management Probation Officer employees will no longer participate in or make contributions to FICA (Social Security).

H. Effective July 6, 2014, provisions of this section (H) shall no longer be in effect and Section 1901(B) shall apply. The percentage contribution required for employee contributions, employees in Probation Agency management classifications, eligible for safety member retirement status, shall pay the first 6.24% of final retirement earnings. This was in lieu of the FICA contribution previously being made by the employee. In addition, effective June 27, 2010, they will contribute up to 3% of the remaining contribution paid by management employees for a total of up to 9.24%.

Sec. 1902 ***Retirement Incentives - 30 Year Employees:*** Employees who have thirty (30) years or more of qualifying service and no longer contribute to the retirement system or qualified employees who, at their option, are not members of the Ventura County Employees' Retirement System, shall be paid an amount equivalent to the percentage pickup (employee contribution rate picked up by the employer x employee final compensation) paid on behalf of employees in the 30-year employee's membership classification. The amount may vary each year depending on the amount picked up for employees with less than 30 years of service. (Effective July 6, 2014, this section is inoperative.)

Sec. 1903 ***Serving As Witness:*** No deductions shall be made from the salary of an 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 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. 1904 ***Jury Service:*** No deduction shall be made from the salary of an employee absent from work when required to appear in court as a juror; nor is it necessary to return the daily compensation and mileage issued to County employees for serving as a juror. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor.

Sec. 1905 ***Drug And Alcohol Testing:*** Employees covered by this Resolution are subject to the County of Ventura's Drug and Alcohol Policy with respect to transportation employees (Exhibit 2) when assigned to drive commercial motor vehicles as defined in Section C of said Policy.

Sec. 1906 ***Management Education Fund:*** A sum of thirty thousand dollars ($30,000) shall be allocated annually to support educational and professional development activities of value to all employees covered in this resolution in lieu of individual membership dues. Exact expenditures of these funds will be the responsibility of the Ventura County Management Council.

Use of these funds is subject to review and oversight by the County Executive Officer. The County reserves the right to suspend or modify the funding level based upon budgetary considerations as determined by the Board of Supervisors.

ARTICLE 20
TRANSFERS

Sec. 2001 ***Definitions:*** 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. The similar classification to which the employee wishes to transfer must be compensated at the same or lower hourly pay/salary rate as the classification from which the employee transfers.

Sec. 2002 ***Minimum Qualifications:*** A person must meet the minimum qualifications of the classification to which they are to be transferred.

Sec. 2003 ***Salary Rate And Anniversary Date On Transfer:*** If the transfer occurs within the County Service, there shall be no change in salary rate or anniversary date. Any regular employee may be transferred from one position to another in either the same classification or to one which has the same salary range. An employee so transferred shall retain their anniversary date.

Sec. 2004 ***Probation Period On Transfer:*** If a transfer occurs within the County Service, the employee shall not be required to serve another probationary period except that a person so transferred who has not completed their initial probationary period must serve a new probationary period.

Sec. 2005 ***Approval Of Transfer:*** All transfers must have the written approval of the appointing authorities concerned and the Director-Human Resources.

Sec. 2006 ***Salary Rate And Anniversary Date On Involuntary Transfer:*** Whenever an employee is involuntarily transferred to a position in a different classification having the same salary range as their former position, they shall retain their salary rate and their merit increase hours needed will not be reset.

Sec. 2007 ***Written Request For Transfer:*** Any person wanting to transfer shall submit a request in writing to the Director-Human Resources indicating their desire to transfer, their present classification, and any other special consideration or limitation regarding a possible transfer.

Sec. 2008 ***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 (1) 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 provisions of the Ventura County Personnel Rules and Regulations.

Sec. 2009 ***Duration Of Transfer Request:*** A transfer request shall not be honored for more than one (1) year. In addition, a transfer request may not be honored and 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 their 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 they have been notified of their eligibility for consideration.

Sec. 2010 ***Certification/Transfer Of Exempt Employees:*** An employee who is exempt from the classified service and who, immediately prior to gaining exempt status, held status as a regular permanent or probationary employee in the County of Ventura may, upon the Director-Human Resources' application screening pursuant to Section 508A of the Personnel Rules and Regulations, be placed on a Countywide Transfer List for any position(s) for which they are determined to be qualified.

ARTICLE 21
REDUCTIONS IN FORCE

Sec. 2101 ***Purpose:*** *To* provide a means by which employees covered by this Resolution are to be demoted or laid off when a reduction in force occurs.

Sec. 2102 ***Order Of Layoff:*** Employees shall be laid off in the following order:

A. Extra help employees

B. Provisional employees

C. Fixed Term employees

D. Temporarily promoted employees

E. Probationary employees

F. Employees who, within the twenty-six (26) pay periods immediately prior to 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.

G. Permanent employees

Sec. 2103 ***Seniority:*** Seniority shall be determined by each employee's continuous County service. All uninterrupted employment with the County, including all time served as a provisional, probationary manpower working/training program, limited term, or regular, part- time employee, shall be counted as continuous County service seniority. Service as a part-time employee shall be pro-rated. A separation from the County service shall be the only cause for interrupting employment with the County. A separation of three (3) or fewer days shall not be considered a break in service. All authorized leaves of absence shall not constitute a break in service, but all time spent on a leave of absence shall not count toward seniority and all seniority dates shall be adjusted by an amount of time equal to the time spent on such leave of absence.

Notwithstanding the above, seniority for Fire Battalion Chiefs, Fire Division Chiefs, Sheriff's Captains, and Sheriff's Commanders shall be determined by the employee's continuous service in said rank.

Sec. 2104 ***Determination 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 the classification(s) to be affected.

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

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

Sec. 2105 ***Transfer In Lieu Of Demotion:*** A regular employee, including employees on probation as a result of a promotion, 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 they are qualified. If the employee has not previously held permanent status in the classification to which they demote and transfer, then the employee must serve a regular probationary period in the new classification. If there are two (2) or more employees to be laid off and they opt to exercise this right and request to transfer and/or demote and transfer to the same vacant position, then the employee with the greatest seniority shall have the right to fill such vacancy. If the seniority status of these employees is equal, the appointing authority shall have the right to fill such vacancy.

Sec. 2106 ***Demotion In Lieu Of Layoff:*** If there are no vacant positions to which a regular employee, including employees on probation as a result of a promotion, who is to be laid off can transfer and/or demote and transfer, then such employee shall have the right to demote to any class within their department/agency in which that employee previously held permanent status. Bumping shall not be restricted to classes within the management and confidential classifications. Should an employee bump into a class represented by an employee organization, 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 demoted, then such layoff shall be made in accordance with the provisions of the agreement which is controlling for the classification.

Sec. 2107 **Reemployment:** All persons who have been laid off as a result of a reduction in work force shall have their names placed on a Reemployment Eligible List for the classification in which they were employed immediately prior to being laid off. There shall be two (2) Reemployment Eligible Lists: one (1) 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 County-wide Reemployment List. Eligibles on the Reemployment List shall be ranked in reverse order of the order of layoff. Each person's name shall remain in reverse order of the order of layoff. Each person's name shall remain on such list for a period of two (2) years following the date that their name was placed on such eligible list, or until they have been reemployed with the County or until their name has been removed from the eligible list in accordance with the provisions of the Ventura County Personnel Rules and Regulations, whichever comes first. However, employees of the Human Services Agency who, in the opinion of the appointing authority, have performed satisfactorily and who have been laid off as a result of a reduction in work force shall be entitled to reemployment within that Agency in the classification they held prior to layoff, in the reverse order of layoff and prior to the employment of any other persons in said classification.

Sec. 2108 **Classification Reinstatement:** All persons who have demoted to a lower classification as a result of a reduction in work force shall have their names placed on a Classification Reinstatement List for the classification from which they were demoted. There shall be two (2) Classification Reinstatement Lists: one which includes only the names of the demoted employee 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 County-wide Classification Reinstatement List. Eligibles on the Classification Reinstatement List shall be ranked in reverse order of the order of their demotions. Each person's name may remain on such list for a period of two (2) years following the date that their name 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 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.

Sec. 2109 ***Restoration Of Benefits:***

A. Sick Leave: Sick leave accruals for employees in layoff status, shall remain on the books and be reinstated if such employees are reappointed. Whenever a person becomes ineligible for reemployment with the County per the Ventura County Personnel Rules and Regulations, 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 1208 of this Resolution.

B. Seniority: Employees who are reemployed while in layoff status shall have their seniority status held immediately prior to layoff reinstated

and all time spent on layoff shall be treated as authorized leave of absence without pay for seniority purposes.

C. Salary: Employees who are reemployed while in layoff status or demoted employees who are reinstated to the class demoted from shall receive a salary equivalent to that which they were receiving immediately prior to layoff or demotion. In no case shall an employee receive a salary which exceeds the established salary range for the classification.

D. Annual Leave Accrual Rates: Employees who are reemployed while in layoff status shall have the annual leave accrual rate they held immediately prior to layoff restored.

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

Sec. 2110 ***Obligation To Serve Probationary Period:*** A person appointed from a reemployment list or classification reinstatement list must serve a new probationary period in order to attain regular status. Except that persons reemployed or reinstated to a permanently held classification within ninety (90) calendar days following a reduction in force shall not be required to serve a new probationary period.

Sec. 2111 ***Retirement Contribution:*** If a person has less than five (5) years of service time that is applicable toward retirement, upon layoff all employee retirement contributions will be paid to the employee. If the employee has more than five (5) years of service that is applicable toward retirement, the employee may elect either to withdraw their share of the retirement contribution or leave the money in the retirement system. 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.

Sec. 2112 ***Non-Discrimination In Reduction In Force:*** Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's race, color, national origin, religion, sex, age, disability, citizenship, or functional limitation.

ARTICLE 22
GRIEVANCE PROCEDURE

Sec. 2201 ***Purpose:*** *To* provide a means for processing grievances and for obtaining fair and proper answers and decisions.

Sec. 2202 ***Policy*:** The County recognizes the importance of effective communication between employees and supervisors and encourages the interchange of ideas and concerns on a continuous basis. On those occasions when informal discussions do not result in satisfactory solutions to disputes arising out of this resolution, the grievance procedure described herein shall be the sole method of review. Any employee utilizing the grievance procedure shall be guaranteed freedom from reprisal. Disputes involving discipline, other than written or oral reprimands, shall continue to be appealable to the Civil Service Commission pursuant to the Personnel Rules and Regulations. Written reprimands may be appealed through the grievance procedure as outlined in this Article.

Sec. 2203 ***Definition:*** A grievance is a claim by an employee or group of employees of a violation, misinterpretation, or inequitable application by the County of the provisions of this Resolution that are applicable to the employee.

Sec. 2204 ***Matters Excluded From The Grievance Procedure:***

A. Those matters not specifically provided for under Section 2203 above; and,

B. Disputes involving performance reviews arising from the application of the provisions of Article 17.

Sec. 2205 ***Representation:*** At any step of the grievance procedure, the employee may represent himself, may be represented by a fellow employee, or any other person they may choose.

Sec. 2206 ***Time Limitations:*** The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of the parties. If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered resolved. The grievant shall promptly proceed to the next step if the Agency/Department Head fails to respond within the time limits specified. By written agreement, the parties may return a grievance to the first (1st) step for adjustment. 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 2207, below, including any back pay or benefits, shall be limited to one year from the date the formal written grievance is filed at Step 1, consistent with Division 1, Chapter 4, Article 1,

Section 1413 of the County Ordinance Code and California Government Code section 911.2(a).

Sec. 2207 ***Step No. 1 - Review By Department/Agency:*** The grievance shall first be discussed on an informal basis by the aggrieved with their immediate supervisor within twenty-one (21) calendar days from the date of the action causing the grievance. The immediate supervisor shall respond within seven (7) calendar days. Every effort shall be made to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the Agency/Department Head within seven (7) calendar days after receipt of the immediate supervisor's response. Such written grievance shall:

1. Fully describe the violation and how the employee was adversely affected;

2. Set forth the section(s) of the Resolution violated;

3. Indicate the date of the action(s) grieved;

4. Specify the remedy sought by the employee.

Sec. 2208 ***Step No. 2 - Review By Agency/Department Head:*** Within five (5) calendar days after receiving the completed grievance form, the Agency/Department Head or their representative shall meet with the employee and they shall thoroughly discuss the grievance. The Agency/Department Head shall give their written decision within ten (10) working days after the discussion.

Sec. 2209 ***Step No. 3 - Review By County Executive Officer (CEO):*** If the grievance has not been resolved to the satisfaction of the employee by the Agency/Department Head, the employee shall submit the grievance, in writing, to the CEO within seven (7) calendar days of the step 2 response due date.

The CEO or their representative may meet and discuss the grievance with the employee. After careful review of the facts the CEO will render a decision in writing within fourteen (14) calendar days after receipt of the grievance. The CEO's decision is final and binding on the parties.