

VENTURA COUNTY  
AIR POLLUTION CONTROL DISTRICT

Management, Confidential Clerical  
and Other Unrepresented  
Employees Resolution

2004

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A RESOLUTION OF THE AIR POLLUTION CONTROL BOARD WHICH  
DESCRIBES PERSONNEL POLICIES, PROCEDURES,  
COMPENSATION, AND BENEFITS FOR MANAGEMENT,  
CONFIDENTIAL CLERICAL AND OTHER UNREPRESENTED  
EMPLOYEES OF THE AIR POLLUTION CONTROL DISTRICT

The Ventura County Air Pollution Control Board (APCB) 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 Air Pollution Control District (APCD). This resolution shall become effective October 10, 2004 unless otherwise specifically provided.
- Sec. 102 Exhibit 1 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:

- MA - Agency/Department Heads
- MB - Assistant Agency/Department Heads  
All Management Employees
- CC - Confidential Clerical
- UO - Other Unrepresented

The phrase "management employees" as used in this Resolution refers to individuals in units MA & MB.

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 APCD in regular, allocated positions in the above-mentioned units.

Sec. 203 Gender - words used in the masculine include all employees.

Sec. 204 Notwithstanding any other provisions herein, those employees exempt from civil service pursuant to 1347 of the Civil Service Ordinance 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 APCB or the Air Pollution Control Officer/Executive Officer (APCO/EO) and may be terminated with or without cause upon sixty (60) days notice unless otherwise specifically provided by law.

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 of Appendix A for the employees' "class code" plus the additional compensation for supervisors as described in Section 310, if applicable. "Base Salary" for "Y" rated employees is that described in Section 308 and shall include the additional compensation for supervisors (Section 310) is applicable.
- B. Advanced Pay/Salary Appointments: Upon approval by the APCO/EO, the Director-Human Resources may provide that a position be filled at any point in the hourly pay/salary range. An advanced pay/salary appointment may be made when either of the following occur:
  - 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 the recruiting salary.
- 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 APCO/EO, that a serious recruiting and/or retention problem exists for a classification(s), or that increases granted to subordinate "difficult to recruit" classifications has 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 APCD 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 Section 315 or 318 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 APCO/EO 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 315 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, he/she shall advise the APCO/EO of his/her findings. If the APCO/EO

concur, 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 he/she would otherwise have been entitled shall be "Y" rated and shall not be increased until the new pay/salary for his/her 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 within five (5) working days of notification.
- 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.
- 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 Director-Human Resources, the APCO/EO 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 his/her 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 his/her 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 APCO/EO furnishes reasonable proof that an employee, whose classification was previously compensated on a flat range is deserving of a higher placement in the newly established range than the minimum of such range, the Director-Human Resources 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 he/she was 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 his/her classification shall not be affected by such an adjustment.

Sec. 309 HOURLY PAY/SALARY ON "Y" RATING: When an employee is "Y" rated, his/her 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 his/her new classification exceeds the base hourly pay he/she was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing approximately five percent (5%) increase in base hourly pay and shall retain his/her anniversary date that was 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 his/her former position, he/she shall retain his/her salary rate and anniversary date.

Whenever an exempt employee is transferred to a position in a non-exempt classification, his/her 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 his/her new classification exceeds the Base Salary he/she was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing approximately five percent (5%) increase in Base Salary and shall retain his/her anniversary date that was in effect immediately prior to the establishment of the "Y" rate. Flexible benefit allowances shall be provided in accordance with the provisions of Section 316.

Sec. 311 ADDITIONAL COMPENSATION TO SUPERVISORS: A person, occupying a supervisory position, may receive a differential equivalent of seven and one-half percent (7.5%) of the base salary rate (plus supervisory differential of the subordinate, if applicable) of any one of his/her subordinates provided that:

- A. Both the APCO/EO and the Director-Human Resources find he/she is exercising substantial supervision over the subject subordinate and that he/she is satisfactorily performing the full supervisory duties of the position; and,
- B. The organization is a permanent one approved by the Director-Human Resources and,
- C. Both the supervisor and the subordinate have been permanently appointed to full-time positions; and,
- D. The classifications of both the supervisor's and subordinate's positions are appropriate to the organization and their duties.

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 he/she 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 his/her 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 anniversary dates 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 anniversary 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 he/she formerly occupied in good standing shall have the pay/salary status, probationary status, and anniversary date he/she would have achieved if he/she had remained in the lower class throughout the period of his/her service in the higher class.

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.

Sec. 315 SALARY ON DEMOTION:

- A. Whenever an employee who has completed his/her probationary period in a higher class is then demoted to a position in a lower class for reasons other than unsatisfactory performance, or for functional disability, he/she shall receive the highest salary on the new range that does not exceed his/her rate of pay immediately prior to demotion and shall retain his/her anniversary date.
- B. When an employee who has completed his/her probationary period in a higher class is then demoted, for disciplinary reasons, to a position in the lower class in which he/she did not previously hold status, he/she shall receive a salary five percent (5%) less than his/her 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 APCO/EO, containing the effective date therefore. Except as otherwise provided in Section 318 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 upon completing 1,040 hours of service in that class.
2. Succeeding merit increases within the pay/salary range upon completion of each additional 2,080 hours of service in that class.

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

The period of service required to qualify for merit increases by regular part-time employees shall be lengthened by pro rating the hours worked, excluding overtime, as compared to a regular full-time work schedule.

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 Director-Human Resources up to eight percent (8%). Increases of eight percent (8%) or more within the established range must have the additional approval of the APCO/EO.

Sec. 320 MERIT REVIEW: The APCO/EO shall notify the Director-Human Resources and the employee in writing of his/her decisions regarding approval, denial, or deferment of a merit increase. In all cases, the recommendation of the APCO/EO shall be based on the employee's performance.

- Sec. 321 DENIAL OF MERIT INCREASE: If, in the APCO/EO's judgment, the employee's performance does not warrant a merit salary increase upon meeting the time requirements of Section 318, the APCO/EO may deny the increase and must complete the APCD Performance Evaluation Rating Form. Anytime prior to the employee's next scheduled increase, the employee may request a review of his/her merit increase by the APCO/EO, or the APCO/EO by his/her own initiative, may review the matter. If the APCO/EO concurs with the requested review, or if the APCO/EO independently initiates his/her own review, then the APCO/EO 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 on 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 an anniversary merit increase failed to receive such increase as the result of an oversight of his/her anniversary date, the Auditor-Controller shall compensate the employee for the additional salary he/she should have received, dating from his/her anniversary date. 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%), on the range over the pay/salary received prior to promotion, whichever is greater, or that amount as provided in Section 319.
- 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 APCO/EO, have his/her 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 of approximately five percent (5%) on the range 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 APCO/EO.

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, the effective date of his/her promotion for purposes of merit salary increases shall 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) day 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%) increase over his/her 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 he/she has been temporarily promoted.

An employee so temporarily promoted shall receive this pay/salary and flexible credit allowance benefits as long as he/she continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as provided in these articles as though he/she had been appointed on the day he/she began to receive the salary designated for the position. The temporarily promoted employee shall not receive any other benefit

assigned to the higher classification that he/she is 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 APCO/EO based upon the criteria established by, and subject to approval by, the Director-Human Resources. An employee's bilingual proficiency at Levels I and II shall be determined by an examination administered and certification issued by the Director-Human Resources or other approved county or city employer or educational facility at the employee's expense. Level III proficiency examinations shall be developed and administered solely by the Director-Human Resources. The level of an employee's bilingual proficiency shall be determined by an examination administered by the Director-Human Resources. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

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

Employees in positions eligible to receive this premium pay shall receive the appropriate rate per hour compensated per 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 APCO/EO, the Director-Human Resources, that such payment will be made.

Sec. 402 NIGHT SHIFT DIFFERENTIAL: Except as otherwise provided herein, the night shift differential for employees of the APCD 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.

ARTICLE 5  
HEALTH INSURANCE

Sec. 501 HEALTH INSURANCE: The APCD 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 APCD shall contribute toward the cost of the program an amount as approved by the APCD Board, an appropriate contribution according to the following schedule (effective pay period 97-01):

- Category 2: Senior Management: \$247.00 per biweek
- Category 3: Management Group C: \$222.00 per biweek.
- Category 4: Management Group D, Unrepresented Other, Confidential Clerical employees, Management and Confidential Clerical employees regularly scheduled to work sixty-four (64) hours or more hours per biweekly pay period: \$198.00 per biweek.

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 APCD's intent to fully comply with the provisions of both the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Notwithstanding the requirements of either act, should an employee exhaust sick leave and annual leave and go on leave of absence without pay, the APCD 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 or CFRA. APCD 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 APCD 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 APCD 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 APCD 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 APCD'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 "Sapphire Plan". 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 and APCD as follows: for every five (5) full years of service with the APCD/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 Air Pollution Control Board 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 CREDITS: Subject to the terms of the plan document, the APCD shall contribute an amount not to exceed \$157.04 per biweekly pay period towards the Cafeteria Plan for each part-time employee hired on or after April 1, 2001. 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-four (64) 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 APCD 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 APCD Policies and Procedures 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 performed by Employee Health Services shall be covered. The content of the examination shall be determined by the Director-Human Resources in consultation with appropriate medical experts.

B. Costs of additional tests and/or treatment recommended or required as a result of symptoms identified during the examination shall be the responsibility of the employee. These additional costs however, may be covered under the employee's medical insurance 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 employees medical plan, not to exceed \$350, shall be eligible for reimbursement.

Sec. 604 LIFE INSURANCE:

A. The APCD shall provide a fully paid 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 APCD 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 (1) in an aircraft operated by the County's Public Safety Aviation Unit shall be entitled to receive \$500,000 in accidental death policy benefits. Policies shall be maintained by the County's Risk Management Department.

Sec. 605 PROFESSIONAL MEMBERSHIPS: The APCO/EO is entitled to APCD-paid membership in professional organizations related to his position. In addition, employees covered by this Resolution shall be entitled to payment up to a maximum of one hundred fifty dollars (\$150) per fiscal year for membership fees to a job-related professional organization. Organizations eligible are in addition to those required by the APCO/EO.

The APCO/EO may authorize payment in excess of the \$150 allowable reimbursement if the additional professional membership(s) is in the best interests of the APCD.

Sec. 606 PROFESSIONAL REGISTRATION, AND LICENSING:

- A. Any employee who becomes licensed as an engineer 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 APCD shall pay the cost of renewing the following licenses, certificates, or registration issued by the State of California.
  - 1. Professional Engineer
  - 2. Certified Public Accountant

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

Sec. 607 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.

Sec. 608 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 and the APCD Policies and Procedures Manual.

Sec. 609 EDUCATIONAL INCENTIVE PAY:

A. 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's Degree or equivalent License or Certificate	+ 2.5%
Bachelor's 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 607 and 609 and shall receive the form which provides the greatest incentive.

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

Sec. 610 LONG TERM DISABILITY PLAN: All full-time employees, 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. 611 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. 612 RECRUITMENT/RETENTION INCENTIVES: In order to assist and facilitate the recruitment and retention of employees in management category, upon recommendation of the APCO/EO, the Director-Human Resources may grant credit for prior public service on a pro rata basis up to five years (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 11.08 hours.

Sec. 613 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 APCO/EO has determined must wear safety shoes may be eligible to receive up to one hundred thirty-five dollars (\$135.00) 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 APCD may have with respect to the provision of safety shoes.

ARTICLE 7  
TEXTBOOK AND TUITION REIMBURSEMENT

- Sec. 701     PURPOSE: To provide a program whereby permanent and probationary employees of the APCD 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 APCD 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.
  - 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 APCO/EO or his designee.
  - G.     Self study courses or those that prepare for licensure and are job-related may be covered if approved by the APCO/EO and the Director-Human Resources.

- H. Job-related examination fees when approved by the APCO/EO.

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 APCD 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 five hundred dollars (\$500) 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. The APCO/EO 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 APCD employment. If the course is not satisfactorily completed, the employee shall reimburse the APCD for all monies received. If an employee terminates prior to completion of the course, the monies must be reimbursed to the APCD.

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 APCO/EO or his designee. APCD Managers 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 APCD.
- 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 APCO/EO is responsible for the administration of this program. Applications for reimbursement must be received by the APCO/EO prior to the first class session. An official record of grades, certificate of satisfactory completion, and receipts must be received by the APCO/EO within ninety (90) days after the last class session. New employees will not be reimbursed until they have completed thirteen (13) biweeks of APCD employment. The Director-Human Resources may develop such forms and additional procedures which he/she deems necessary to accomplish the intent of this textbook and tuition program. Applications for the APCO shall be submitted to the APCD Board for approval.

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 APCD shall be ten (10) working days of eight (8) hours each. It is the duty of the APCO/EO to arrange the work of his/her department or agency so that each regular employee therein shall work no more than ten (10) days in each biweekly period, except that the APCO/EO may require any employee in his/her 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. APCD retains its right to relieve employees from duty because of lack of work or for other legitimate reasons.
- Sec. 802     OTHER ALLOWABLE WORK PERIODS: The APCO/EO may assign an employee 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.

ARTICLE 9  
OVERTIME FOR CONFIDENTIAL CLERICAL EMPLOYEES

- Sec. 901     DEFINITION: Overtime is defined as hours worked in excess of forty (40) hours in a work period. Hours worked shall include all paid leave.
- Sec. 902     POLICY LIMITATION ON OVERTIME: It is APCD'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 the APCO/EO 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 APCD Policies and Procedures.
- 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 APCD Board.
- 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, 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 his/her regularly scheduled shift, both the day before and after such paid holiday.

Sec. 1102 PAID ASSIGNED HOLIDAYS:

1. New Year's Day, January 1;
2. Martin Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Thanksgiving Day, the fourth Thursday in November;
8. Christmas Day, December 25;
9. 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 Air Pollution Control Board.

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 employees 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: 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 annual leave accrual banks. 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 annual leave hours equivalent to the number of hours usually scheduled for on that day but credit shall in no case exceed twelve (12) hours.

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: Annual leave is earned according to each biweekly pay period of service commencing with the employee's initial anniversary date assigned an employee during his/her latest period of APCD 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)

<u>YEARS OF COMPLETED SERVICE</u>	<u>ANNUAL LEAVE ACCRUAL</u>
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. OTHER EMPLOYEES LEAVE - For employees (except those covered in subparagraph A 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 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 calendar year of employment. While on annual leave or sick leave an employee shall be compensated and receive benefits at the same rate as if he/she were on the job.

Sec. 1204 MAXIMUM ACCRUAL: Effective July 3, 2005, the maximum number of hours that an employee can accumulate shall be 880 hours. Notwithstanding the above, any employee with more than

880 hours of accumulated leave as of that date may have up to 1,040 hours of accumulated leave until July 1, 2006 at which time the 880 hour cap shall apply.

Sec. 1205 ANNUAL LEAVE REDEMPTION: Employees hired and covered by this Resolution before October 10, 2004:

- A. Upon using a minimum of eighty (80) hours of annual leave during the past twelve (12) months, an employee may request to receive pay in lieu of up to one hundred sixty (160) hours, two hundred (200) hours for those with five (5) or more years County/APCD service, per calendar year of annual leave accrual at total compensation as prescribed in Section 1210 of this resolution. A request for redemption shall not be made more than twice per calendar year and the total amount redeemed in a calendar year shall not in total exceed the aforementioned maximums respectively.
- B. 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.

Sec. 1206 ANNUAL LEAVE REDEMPTION: Employees hired on or after October 10, 2004:

- A. Upon using a minimum of eighty (80) hours of annual leave during the past twelve (12) months, an employee may request to receive pay in lieu of up to one hundred sixty (160) hours per calendar year of annual leave accrual at compensation as prescribed in Section 1211 of this resolution. A request for redemption shall not be made more than twice per calendar year and the total amount redeemed in a calendar year shall not in total exceed the aforementioned maximum.

Sec. 1207 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. 1208 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. Upon retirement or termination, except for cause, after 10 years continuous County and/or APCD service - 25%
- B. Employees requesting time off for illness or injury may use accumulated sick leave prior to using annual leave.
- C. Remaining sick leave credits shall be allowed to an employee for absence from duty because of serious illness or injury of members of his/her 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 1209.

Sec. 1209 ANNUAL LEAVE USAGE: Annual leave may be utilized to restore pay otherwise lost due to absence from work for personal reasons or illness.

- A. The APCO/EO shall be responsible for scheduling the annual leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the APCD. The APCO/EO shall determine when annual leave will be taken. Absence from work by the APCO/EO 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 the APCO/EO on the first (1st) day of such leave and as often thereafter as directed by the APCO/EO.
- C. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of the APCO/EO 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 APCD expense.

- D. Section 1208(B) and 1208(C) shall also apply to use of existing sick leave accruals.

Sec. 1210 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 1210.

Sec. 1211 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 - Sections 401;
- Article 5 - Section 501;
- Article 6 - Sections 606A, 609, 612;
- Article 12 - Section 1202;
- Article 19 - Section 1901(A)(C), 1902;

Sec. 1212 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 he/she receives temporary disability indemnity.

Sec. 1213 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 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, his/her 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 whose maximum accrued hours are then in excess of those provided under the applicable Memorandum or APCD Board 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 APCO/EO 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 his/her 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 his/her 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 his/her 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 his/her accumulated sick leave/annual leave or accumulated vacation so as when added to his/her temporary disability indemnity, it will result in payment to him of his/her full salary.
- Sec. 1308 EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY: An employee who has exhausted his/her 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 he/she would have normally accrued had he/she 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 he/she would have normally accrued had he/she 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 APCD 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 APCO/EO not to exceed one (1) year, when such leave is in the best interests of the APCD. Additional leave for the same purposes may be granted by the APCO/EO upon approval by the Director-Human Resources. 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 APCD 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 APCO/EO.
- 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 his/her immediate family. When travel to distant locations or other circumstances requires absence in excess of three (3) consecutive working days, the APCO/EO 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 current husband, current wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or registered domestic partner of an employee.
- Sec. 1405 MATERNITY LEAVE: An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician, or, if the APCO/EO requests, the

determination may be made by the County's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin maternity leave shall be made on the basis of the following:

- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy; or
- B. The County physician, in consultation with the employee's physician and employee, determines the 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 MATERNITY LEAVE: A maternity leave of absence without pay may be granted by the APCO/EO up to a maximum of one (1) year.

Sec. 1407 PARENTHOOD LEAVE: Upon approval by the APCO/EO, 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:

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

Sec. 1603 EXTENSION OF PROBATION PERIOD: Employees serving a probationary period may request and the APCO/EO may authorize, on his/her own initiative, an extension of the probationary period of 1,040 hours. The APCO/EO 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 APCO/EO 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 one thousand forty (1,040) hours of service. The Director-Human Resources shall notify the APCO/EO 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 APCD.

Sec. 1605 RETURN TO PREVIOUS POSITION: A promoted employee who is dismissed during his/her probationary period or an employee promoted to a position exempt from Civil Service who is dismissed, shall return to the position in which he/she held permanent status, if vacant, or any other vacant position in his/her former classification in the department/agency. If no such vacancy exists, every reasonable attempt will be made by the APCO/EO to retain the employee in an underfill capacity. Only if there is no vacancy and the APCO/EO 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 his/her former classification. The above provisions shall not apply if the cause for dismissal warrants dismissal from APCD service, the employee shall be entitled to appeal such action to the Civil Service Commission within ten (10) calendar days.

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 the date that an increase may be due. Performance ratings and evaluations for the APCO/EO shall be made by the Standing Committee of the Air Pollution Control Board who shall provide their report to the Board. 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 utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the Performance Evaluation Form for the employee to sign, signifying that he/she has read the supervisor's comments. Space will also be provided so that employees may give related comments 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 APCO/EO 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, APCO/EO, 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 he/she has read such material by affixing his/her signature on the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his/her personnel file with an appropriate notation by the person filing it.
- Sec. 1802 FULL RIGHT OF INSPECTION OF EMPLOYEE PERSONNEL FILE: With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of his/her 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 APCD shall contribute toward this program as specified below.

- A. The APCD shall "pick-up" the normal contribution required to be paid by an employee member to the County retirement system MA, MB, CC and UO units. For the purposes of taxation, this "pick-up" portion of the retirement contribution paid by the APCD 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.
- B. 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. The sole exception is that the successor APCO/EO (anticipated in August, 2002) shall be granted Tier I retirement.
- C. For employees who participate in the County-sponsored 401(k) deferred compensation plan, the APCD will match a part of employee's contribution, on a pay period basis, according to the following schedule:

<u>Employee Contribution</u>	<u>APCD Match</u>
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 his/her or her individual contribution limit before the end of the calendar year, the APCD shall nonetheless continue to contribute a 3% "APCD Match" to the employee's account for the remainder of the calendar year, provided that the employee remains employed by the APCD.
- (3) Should entitlement to APCD Match contributions be precluded by operation of the limit on total combined employer-employee contributions, the amount of the APCD Match lost shall be paid to the employee in cash in addition to Base Salary.
- (4) APCD 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.

- D. The APCD contribution to the deferred compensation plan will be made in accordance with terms of the official Ventura County Shared Savings Plan document.
- E. 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;  
Article 6, Section 607A, 609, 612;  
Article 19, Section 1901 including the employer contribution, 1901(C), 1902 (C)

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 additional six percent (6%) of their Base Salary.

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 APCD 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 issued to APCD employees for serving as a juror. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor.

ARTICLE 20  
TRANSFERS

- Sec. 2001 DEFINITIONS: A transfer is a change from one department or agency to another in the same or similar classification, a change from one class to a similar class within the APCD, or from a County agency/department to APCD. 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 he/she is to be transferred.
- Sec. 2003 SALARY RATE AND ANNIVERSARY DATE ON TRANSFER: If the transfer occurs between the APCD and the County, 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 his/her anniversary date.
- Sec. 2004 PROBATION PERIOD ON TRANSFER: If a transfer occurs between the APCD and the County Service, the employee shall not be required to serve another probationary period except that a person so transferred who has not completed his/her 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 his/her former position, he/she shall retain his/her salary rate and his/her anniversary date.
- Sec. 2007 WRITTEN REQUEST FOR TRANSFER: Any person wanting to transfer shall submit a request in writing to the Director-Human Resources indicating his/her desire to transfer, his/her present classification, and any other special consideration or limitation regarding a possible transfer.

Sec. 2008 CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER: Whenever the Director-Human Resources receives a request for certification of eligibles to an APCO/EO, 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 APCO/EO 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 APCD service as a regular employee.
- C. The person requests that his/her name be removed from consideration.
- D. The person refuses an offer of appointment.
- E. The person is refused appointment by three (3) appointing authorities/APCO/EO.
- F. The person fails to appear for a selection interview once he/she has been notified of his/her 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 APCD 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 he/she is 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 APCD/County service. All uninterrupted employment with the APCD/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 APCD service seniority. Service as a part-time employee shall be prorated. A separation from the APCD service shall be the only cause for interrupting employment with the APCD. 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.

Sec. 2104 DETERMINATION OF LAYOFF: The determination of which employee(s) shall be laid off shall be made by the APCO/EO on a classification by classification basis. The APCO/EO 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 APCO/EO.

Whenever the APCO/EO believes that the best interest of the APCD requires the retention of a management employee with special qualifications, skills, abilities or fitness for his/her or her position, the APCO/EO may prepare a written request to the Director-Human Resources to grant an exception to the order of layoff.

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 APCD for which he/she is qualified. If the employee has not previously held permanent status in the classification to which he/she demotes and transfers, 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 APCO/EO 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 the APCD 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. 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 APCD or 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.

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 a Classification Reinstatement List which includes only the names of the demoted employee within the APCD. Eligibles on the APCD 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 an APCD employee.

Sec. 2109 RESTORATION OF BENEFITS:

- A. Sick Leave: Sick leave accruals for employees in lay off status, shall remain on the books and be reinstated if such employees are reappointed. Whenever a person becomes ineligible for reemployment with the APCD 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 1207 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. Anniversary Dates for Purposes of Merit Increases: An employee who is re-employed while in lay off status shall have his/her anniversary date adjusted in accordance with the provisions of Section 322 of this Resolution.

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 his/her 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 APCD 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 APCD 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 he/she 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 APCO/EO fails to respond within the time limits specified. By written agreement, the parties may return a grievance to the first (1st) step for adjustment.

Sec. 2207 STEP NO. 1 - REVIEW: The grievance shall first be discussed on an informal basis by the aggrieved with his/her 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 APCD 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 THE APCO/EO: Within five (5) calendar days after receiving the completed grievance form, the APCO/EO or his/her representative shall meet with the employee and they shall thoroughly discuss the grievance. The APCO/EO shall give his/her written decision within ten (10) working days after the discussion.

Exhibit 1      Outline of Benefits/Classifications

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