

MEMORANDUM OF AGREEMENT

**Between the
County of Ventura**



**and the
International Union of
Operating Engineers
Local 501**

2008-2010

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ARTICLE 1
TERM

Sec. 101 TERM: This Memorandum of Agreement (hereinafter Agreement) is effective from August 8, 2008, up to and including midnight, August 6, 2010.

Sec. 102 SUCCESSOR AGREEMENT: In the event the Union desires to negotiate a successor Agreement, the Union shall serve on the County, no more than 180 days and no less than 150 days from the expiration date referenced in Section 101, its written request to commence negotiations as well as its initial written proposals for such successor Agreement.

Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days after such receipt, unless otherwise agreed to by the parties. Sections of this Agreement not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

ARTICLE 2
IMPLEMENTATION

This Agreement constitutes a mutual recommendation to be jointly submitted to the Ventura County Board of Supervisors (hereinafter referred to as "County") and International Union of Operating Engineers, Local Union No. 501, AFL-CIO (hereinafter referred to as "Union"). It is agreed that this Agreement shall not be binding upon the parties – either in whole or in part – unless and until approved by International Union of Operating Engineers (Union) and unless and until the Board of Supervisors (County):

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

Commencing August 8, 2008, this 2008-2010 Agreement shall completely supersede the 2004-2008 Agreement between the County and the Union. As a result of implementation of this Agreement, all grievances for which the Union has requested arbitration but which have not been submitted to an arbitrator for decision are hereby completely resolved.

ARTICLE 3
RECOGNITION

- Sec. 301 RECOGNIZED ORGANIZATION: In accordance with provisions of the Meyers-Miliias-Brown Act of the State of California and provisions of the Ventura County Personnel Rules and Regulations, Article 20, Employer/Employee Relations Resolutions, the County recognizes the International Union of Operating Engineers, Local Union No. 501, AFL-CIO, as the exclusive recognized employee organization for the purposes of establishing wages, hours and other terms and conditions of employment to the extent required by law for all employees employed in the classifications within the skilled trades unit.
- Sec. 302 EXCLUSIVE DUES DEDUCTION: Dues deduction in the skilled trades unit shall be allowed only for the above recognized employee organization and any authorized County sponsored programs. The Union agrees to indemnify and hold the County harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 4
RETIREMENT

- Sec. 401 EXISTING BENEFITS: Those individuals employed by the County who are currently provided benefits by either the Tier I or Tier II Retirement Plans shall continue to be provided the benefits set forth by the Plan in which they are enrolled.
- Sec. 402 IRC SECTION 415 COMPLIANCE AND STUDY:
- A. The Union agrees that, pursuant to Section 31899.4 of the Government Code, the retirement rights for employees hired after January 1, 1990, shall not be vested, to the extent those rights are affected by changes in the Internal Revenue Code relating to limitations upon public retirement systems, including, but not limited to, private sector limits contained in Section 415 of the Internal Revenue Code.
 - B. The Union agrees to meet with the County as often as necessary to develop a new retirement plan which would be a "qualified" plan under recently enacted amendments to the Internal Revenue Code,

and to support all legislation necessary to implement the provisions of the agreed-upon plan.

- Sec. 403 RETIREMENT "PICK-UP": Subject to the limitations of Government Code Section 31581.2, the County shall continue its "pick-up" of an amount equal to either 4.95% of the employee's base salary or the employee's entire contribution, whichever is less. For the purposes of taxation, this "pick-up" portion of the retirement contribution paid by the County under this Agreement shall not be regarded as ordinary income in accordance with both Section 414, subdivision (h) of the United States Internal Revenue Code and Government Code Section 31581.2, provided, however, the County makes no representation or guarantee with respect to the taxability or non-taxability of such "pick-up".
- Sec. 404 PAYMENT IN LIEU OF RETIREMENT "PICK-UP" - 30 YEAR EMPLOYEES: Employees who have thirty (30) years or more of qualifying service and no longer contribute to the retirement system shall be paid an additional four percent (4%) of their base salary.
- Sec. 405 SAFE HARBOR RETIREMENT PLAN: The Union agrees that the County's "Safe Harbor" retirement plan is in compliance with the provisions of the Omnibus Budget Reconciliation Act (OBRA), for employees not eligible for coverage under the provisions of the 1937 Retirement Act.

ARTICLE 5
PAY PLAN

- Sec. 500 HUMAN RESOURCES/PAYROLL SYSTEM: All changes made throughout this Memorandum of Agreement that include the reference to VCHRP were made solely for the purpose of payroll processing. The intent of these changes was only to process payroll.
- Sec. 501 REPRESENTED CLASSIFICATIONS: Effective on the first day of this Agreement, each represented classification listed below shall be as indicated:

<u>Classification</u>	<u>Code</u>
Air Conditioning/Heating Mechanic	00179
Auto Mechanic I	00245
Auto Mechanic II	00251
Avionics Technician	01963
Body/Paint Mechanic	00042

Building Interiors Spec I	00847
Building Interiors Spec II	00848
Certified Building Maintenance Engineer	00669
Chief Helicopter Maintenance Tech	01962
Data Communications Specialist	01706
Equipment Operator I	01009
Equipment Operator II	01010
Equipment Operator III	01011
Equipment Operator IV	01012
Finish Carpenter	00744
Fire Equipment Mechanic I	01806
Fire Equipment Mechanic II	01807
Graphics Aide	00155
Graphic Technician I	00154
Graphic Technician II	00153
Graphic Technician III	00152
Graphic Technician IV	01541
Heavy Equipment Mechanic I	00868
Heavy Equipment Mechanic II	00865
Helicopter Maintenance Tech	01964
Hospital Maintenance Engineer	01016
Locksmith	01092
Maintenance Carpenter	01135
Maintenance Electrician	01140
Maintenance Engineer	01014
Maintenance Painter	01145
Maintenance Plumber	00595
Maintenance Welder	01155
Principal Maintenance Engineer	01266
Seamstress	01535
Senior Auto Mechanic	00091
Senior Body/Paint Mechanic	00551
Senior Electronics Technician	00138
Senior Fire Equipment Mechanic	01808
Senior Heavy Equip Mechanic	01633
Senior Maintenance Electrician	01661
Senior Seamstress	01702
Senior Tree Trimmer	00606
Stationary Engineer	01805
Telecom Network Installer I	01701
Telecom Network Installer II	01704
Telecom Network Installer III	01869
Telecom Network Specialist I	01500
Telecom Network Specialist II	01501
Telecom Network Specialist III	01502

Transportation Operator	01013
Tree Trimmer I	01981
Tree Trimmer II	01980

Whenever there is a percentage increase made to the pay range of any of the classifications listed above, the percentage increase shall first be applied to the top of the pay range and the lower (entry) point of the range shall then be set at five percent (5%) less.

Sec. 502 PAY INCREASE – 2008: Effective the first pay period following Board approval, all employees covered by this Agreement shall receive a general salary increase of two percent (2.0%).

Effective the first pay period following Board approval, the following classifications shall also receive an equity adjustment of one percent (1.0%).

Maintenance Electrician, 01140
 Senior Maintenance Electrician, 01661
 Maintenance Plumber, 01151
 Maintenance Welder, 01155
 Chief Helicopter Maintenance Technician, 01962
 Helicopter Maintenance Technician, 01964
 Maintenance Carpenter, 01135
 Finish Carpenter, 00744
 Locksmith, 01092
 Maintenance Painter, 01145

Sec. 503 PAY INCREASE – 2009: Effective August 9, 2009, all employees covered by this Agreement shall receive a general salary increase of one percent (1.0%).

Effective August 9, 2009, the following classifications shall also receive an equity adjustment of one percent (1.0%).

Maintenance Electrician, 01140
 Senior Maintenance Electrician, 01661
 Maintenance Plumber, 01151
 Maintenance Welder, 01155
 Chief Helicopter Maintenance Technician, 01962
 Helicopter Maintenance Technician, 01964
 Maintenance Carpenter, 01135
 Finish Carpenter, 00744
 Locksmith, 01092
 Maintenance Painter, 01145

Sec. 504 OTHER ADJUSTMENTS: The parties have utilized a “total compensation formula” to obtain survey data from other employers in order to compute the Market Based Average (MBA).

Should the County produce future MBA studies the parties agree to utilize a total compensation formula set forth below to obtain survey data from other employers in order to compute the MBA results to which the total compensation for “benchmark” Local 501 represented - classes are compared.

- A. Components: The components of the total compensation formula included:
1. Base Salary/Pay: The top of the salary/pay range.
 2. Education Incentives and Certifications: Maximum incentive given at the jurisdiction being surveyed.
 3. FICA/Medicare: Total amount that the employer pays for FICA and/or Medicare. Also include any pickup of employee portion.
 4. Health Flex Credit Amount: Amount of flex credit allowance the employee receives from the employer. For employers who do not have a flex credit plan and pay directly for the cost of health insurance on behalf of the employee, the current cost of their medical plan premiums at the level of employee plus two dependents will be used.
 5. Retirement Pickup: This will include only the employee's amounts paid by the employer. For example, contributions that are normally the responsibility of the employee but through negotiations are paid by the employer.
 6. Deferred Compensation: The maximum employer contribution toward any deferred compensation plan.
 7. Holiday Pay: The monetary value of the maximum number of paid holidays received, including floating holidays.
 8. Vacation: The monetary value of the annual vacation accrual earned by employees in the comparable class(es) from the appropriate jurisdictions. Accrual levels will be based on the current IUOE represented Ventura County

- employee's average years of service.
9. Sick Leave: The monetary value of annual sick leave accrual earned by employees in the comparable class(es) from the appropriate jurisdictions. Accruals will be based on the current IUOE represented Ventura County employee's average years of service.
 10. Longevity Pay: Any added cash compensation in addition to regular salary based on tenure adjusted to our population.
 11. Dental: Total employer contributions toward employee payment of dental, only if separate from Medical.

The sum of the monetary value of all these components represents a total compensation figure for each measured classification in each jurisdiction.

B. Jurisdictions and Benchmarks: The following Jurisdictions and Benchmarks may be used in future MBA studies:

1. Counties of Los Angeles and Santa Barbara. Cities of Camarillo, Moorpark, Ojai, Oxnard, Simi Valley, Thousand Oaks, Ventura.
2. Appendix I sets forth the "clusters" related to each "benchmark" class.

Sec. 505 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall be compensated within the pay range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in this Agreement.

Sec. 506 REGULAR PAY DAY: Employees shall be paid on or about the Friday following the end of each biweekly payroll period.

Sec. 507 PAY ON TERMINATION: Upon certification of the Director-Human Resources that the employment of any employee is terminated as a probationary or disciplinary dismissal prior to the expiration of the biweekly pay period, the compensation of such person shall become due and shall be paid within five (5) working days of notification.

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

Sec. 508 PREMIUM PAY FOR PART TIME SERVICES OF REGULAR EMPLOYEES: Premium pay will 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. 509 PAY RANGE CHANGES: Whenever a higher pay range is assigned to a classification, an employee holding a position in such classification shall have their hourly rate of pay increased by the percentage increase in the classification's pay range. The employee's VCHRP probation hours needed and/or merit increase hours needed shall not change in such an adjustment.

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

Sec. 510 HOURLY RATE OF PAY ON "Y" RATING: When an employee is "Y" rated, the hourly rate of pay he received immediately prior to the date of downward reclassification is frozen and may not be increased until the maximum of the pay range assigned his new classification exceeds the hourly rate of pay he was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing an approximately five percent (5%) increase in their hourly rate of pay and shall retain their VCHRP probation hours needed and/or merit increase hours needed that were in effect immediately prior to the establishment of the "Y" rate.

Sec. 511 HOURLY RATE OF PAY ON TRANSFER: Whenever an employee is transferred or assigned to a position in a different classification having the same pay range as their former position, they shall retain their hourly rate of pay and their VCHRP probation hours needed and/or merit increase hours needed.

- Sec. 512 ADDITIONAL COMPENSATION TO PRINCIPAL MAINTENANCE ENGINEERS: Effective May 2, 1999, Principal Maintenance Engineers shall receive compensation at the rate of five percent (5%) above the top step base hourly rate paid to the highest paid subordinate classification in the skilled trades unit assigned to the facilities maintenance unit(s).
- Sec. 513 PRIORITY OF INCREASES: Whenever a general increase, a merit salary increase, a higher pay range or pay range placement, a promotional increase or any combination thereof are effective on the same date, the hourly rate of pay to which an employee is entitled shall be fixed as follows: to the hourly rate of pay received by the employee on the preceding day shall first be added any general increase, then any higher pay range or pay range placement, then any anniversary merit increase, and then any promotional increase.
- Sec. 514 HOURLY RATE OF PAY ON DEMOTION OF A PROMOTIONAL PROBATIONARY EMPLOYEE: A promotional probationary employee demoted to the classification he formerly occupied in good standing shall have their pay, VCHRP probation hours needed and/or merit increase hours needed adjusted to reflect what he would have achieved if he had remained in the lower classification throughout the period of their service in the higher classification.
- Sec. 515 HOURLY RATE OF PAY ON PROBATIONARY DEMOTION: At the discretion of the Agency/Department head, whenever an employee takes a probationary demotion to a lower related classification in which a probationary period has not previously been served, such employee shall retain their current rate of pay or receive the top of the pay range of the lower class, whichever is less. The employee shall also be required to serve a new probationary period.
- Sec. 516 HOURLY RATE OF PAY ON DEMOTION: Whenever an employee who has completed their probationary period in a higher classification is then demoted to a position in a lower classification for reasons other than unsatisfactory performance, or for functional disability, he shall receive the highest rate of pay on the new range that does not exceed their rate of pay immediately prior to demotion and shall retain their VCHRP merit increase hours needed.
- Sec. 517 MERIT INCREASES: Merit increases within a pay range shall not be automatic. They shall be based on merit and shall require the written approval of the appointing authority, containing the effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase of approximately five percent (5%) within a pay range for the classification unless the employee is less than five percent from the top of

the pay range and in such a case, the increase shall be to the top of the pay range. VCHRP qualifying service for merit increase consideration shall be by compensable hours, which include all paid hours exclusive of overtime compensation.

Sec. 518 TIME FOR MERIT INCREASES: A newly appointed, re-employed, promoted or appointed employee may qualify for:

- A. An initial merit increase within the pay range upon completion of the probationary period set forth in Section 1801.
- B. Succeeding merit increases within the pay range upon completion of each time additional VCHRP 2,080 compensable hours have been served.

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

Sec. 519 MERIT REVIEW: At least one (1) pay period prior to an employee qualifying for a merit increase, the appointing authority shall notify the Director-Human Resources and the employee in writing of his decision regarding approval or denial of a merit increase. In all cases, the recommendation of the appointing authority shall be based on the employee's performance.

Sec. 520 DENIAL OF MERIT INCREASE: If, in the appointing authority's judgment, the employee's performance does not warrant a merit increase upon meeting the VCHRP time requirements of Section 518, the Agency/Department head may deny the increase and must complete the County performance evaluation rating form. Any time prior to the employee qualifying for his next merit increase, the employee may request a review of their merit increase by the appointing authority or the appointing authority, by their own initiative, may review the matter. If the appointing authority concurs with the requested review or if the appointing authority independently initiates their own review, then the appointing authority shall reopen the matter by submitting another performance rating and recommendation. If an employee's merit increase is granted prior to completing at least 2,080 hours of compensable service in VCHRP after it was denied, the employee's next merit increase shall not be due until the employee has completed at least an additional 2,080 hours of compensable service in VCHRP from the first day of the pay period on which the increase was finally granted.

- Sec. 521 CORRECTING ERROR IN OVERLOOKING MERIT INCREASE: Upon discovery that an employee who would otherwise have been recommended for a anniversary merit increase failed to receive such increase as the result of an oversight or VCHRP system error, the Auditor-Controller shall compensate the employee for the additional pay he should have received dating from the first day of the pay period after which they would have satisfied the VCHRP merit increase hours needed requirement of Section 518 by adding said additional pay to the employee's next biweekly paycheck. In such cases, the employee's current VCHRP merit increase hours needed will be adjusted as necessary.
- Sec. 522 RATE OF PAY ON PROMOTION: A regular employee who is promoted to a position in a classification having a higher pay range shall receive the entry rate of pay for the higher classification or such higher amount as would constitute an increase of approximately five percent (5%) on the range over the rate of pay received prior to promotion, whichever is greater.
- Sec. 523 EFFECTIVE DATE OF PROMOTION: Whenever a person is promoted, the effective date of his promotion shall always be the first (1st) Sunday of the pay period.
- Sec. 524 RATE OF PAY ON TEMPORARY PROMOTION: An employee assigned to a higher paid classification to fill a vacancy caused by sick leave or other approved leave of absence, or any other reasons stipulated by this Agreement, and who serves in any higher paid classification for forty (40) consecutive work hours, shall thereafter be paid at a rate of five percent (5%) above the rate of pay he was receiving immediately prior to the temporary promotion or the entry rate of pay for the higher position, whichever is greater. In no case shall such adjustment place the employee beyond the range of the position to which he has been temporarily promoted. The forty (40) work-hour waiting period shall apply each time an employee is assigned to a higher classification, unless an employee has established a consecutive forty (40) work-hour waiting period in the last sixty (60) calendar days, then the employee shall receive the greater of the two above-described increases immediately upon the out of classification assignment.

For purposes of this Section, employees temporarily filling out-of-unit classifications will remain in the skilled trades unit receiving all benefits other than wages as noted above.

For purposes of this Section, subsequent merit increases shall be computed from the date that the temporary promotion was granted.

Persons appointed pursuant to the provisions of this Section, shall not gain permanent status in the higher-level class.

Sec. 525 TEMPORARY ASSIGNMENT PREMIUM (TAP): If the County has knowledge of the need to fill a temporary vacancy more than 4 days and less than twenty three (23) working days, they shall make such temporary assignment available to needed eligible classes with in this unit.

The department manager has the flexibility to make temporary assignments to higher-level work if needs of the County warrant it. Anyone so assigned is entitled to receive a five percent (5%) Temporary Assignment Premium (TAP) after the third regular, consecutive shift of said assignment.

Such assignment is subject to the following criteria:

1. Employee must have regular, non-probationary status.
2. They must meet the minimum qualifications for the positions to which they are temporarily assigned.
3. The department manager determines that the assignment has sufficient requirements to warrant the temporary pay adjustment.
4. Using business based criteria, placing an employee on or removing them from such temporary assignment is not grievable.
5. Any assignment twenty four (24) days or longer shall be considered under Section 525 for temporary promotion.

ARTICLE 6 PREMIUM PAY AND ADDITIONAL EMPLOYEE BENEFITS

Sec. 601 BILINGUAL PREMIUM PAY: Effective the first pay period following Board approval, employees whose positions require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the Agency/Department Head, based upon the criteria established by, and

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

The rates for the respective levels are:

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

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

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

- Sec. 602
- A. STANDBY PREMIUM PAY: Should an employee be placed on standby duty, such an employee shall be compensated for actual time on call at one-quarter (1/4) of their hourly wage or at Federal minimum wage whichever is greater, and for time worked as a result of a callback to duty at their hourly wage when funds for such purposes have been specifically appropriated by the Board after specific inclusion in the Agency/Department budget. In no instance shall a callback to duty be considered as less than two (2) hours for pay purposes. No employee shall be paid for callback time and standby simultaneously. All employees excluded from the overtime provisions of this Agreement are also excluded from the provisions of this Section.
 - B. MILEAGE REIMBURSEMENT: Individuals who are authorized to utilize their own personal automobile when responding to a callback to duty under the criteria set forth in Subsection (A) above shall be eligible for the mileage reimbursement set forth in Section 801 for

only those miles traveled to and from the employee's place of residence and the reporting work site.

Sec. 603 NIGHT SHIFT DIFFERENTIAL PREMIUM PAY:

- A. A shift differential for employees who are regularly assigned to work fifty-one percent (51%) of a shift between the hours of 3:00 p.m. and 11:00 p.m. shall be calculated as five percent (5%) of the employee's straight-time hourly wage rate.
- B. The shift differential for employees who are regularly assigned to work fifty-one percent (51%) of a shift between the hours of 11:00 p.m. and 7:00 a.m. shall be calculated as seven and one-half (7.5%) of the employee's straight-time hourly wage rate.

Sec. 604 SHIFT DIFFERENTIAL COMPENSATION WHILE ON PAID LEAVE: All paid leave shall include compensation for night shift differential for those employees exclusively assigned to work hours qualifying for such differential under Section 603 of this Article.

Sec. 605 MENTAL HEALTH ACUTE INPATIENT ASSIGNMENT DIFFERENTIAL: Any regular employee specifically designated by the HCA appointing authority as a member of the Mental Health Acute Inpatient Program shall receive a five percent (5%) differential for work performed at the Mental Health Acute Inpatient Facility. Said differential shall be based on, and paid in addition to, the base hourly wage of the employee. The differential paid pursuant to this provision shall be in addition to, but not part of, the employee's base hourly wage and shall not be considered compensation earned for retirement, or any other benefit proposed, unless required by law.

Sec. 606 DEFERRED COMPENSATION: As provided below, employees covered by this Agreement may participate in the County's Deferred Compensation Program. Participation in the plan(s) of that program shall be subject to the rules and regulations applicable to the plans.

- A. Employees scheduled to work at least forty (40) hours per biweekly pay-period may participate in the County's Deferred Compensation 457 Plan.
- B. Employees may participate in the County's 401(k) plan. Participating employees must contribute at least one percent (1%) of compensation and can contribute up to the annual maximum elective 401(k) deferral allowed by the Internal Revenue Code (IRC). Assuming the employee contributes the requisite one

percent (1%), the County shall “match” the employee’s contribution with no more than, and no less than, one-half percent (.5%).

In no case shall the County be required to “match” any “contribution” by the employee once the annual IRC maximum has been reached.

Effective August 9, 2009, assuming the employee contributes the requisite one percent (1%), the County shall “match” the employee’s contribution with no more than, and no less than three fourths percent (.75%). In no case shall the County be required to “match” any “contribution” by the employee once the annual IRC maximum has been reached.

- C. Effective July 6, 2003, and regardless of the employee’s decision to participate in the “matching” 401(k) benefit described in sub-section “B” above, the County shall make a 401(k) contribution on behalf of each employee in the unit that is equal to one percent (1%) of the employee’s compensation. The contribution by the County provided by this sub-section shall not be used to meet the threshold employee contribution set forth in sub-section “B” above (thereby triggering the one-half percent (.5%) benefit provided by that sub-section.)
- D. For purposes of sub-sections “B” and “C” above, “compensation” shall equal the sum of the base, hourly wage rate of the employee multiplied by the number of hours paid to the employee during the bi-week provided, however, the maximum number of hours to be used as a factor is eighty (80).

Sec. 607 SERVING AS WITNESS: No deductions shall be made from the pay of a regular employee for an absence from work when subpoenaed to appear in court as a witness, other than as a litigant.

Sec. 608 JURY SERVICE: No deductions shall be made from the pay of a regular employee absent from work when required to appear in court as a juror. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor.

Sec. 609 PARKING SPACE: The County shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.

- Sec. 610 SPECIAL EQUIPMENT OR CLOTHING: Under no circumstances shall the employee be required to purchase special equipment or clothing unless so directed by order of the Board of Supervisors.
- Sec. 611 CALLBACK: The minimum callback for employees covered by this Agreement shall be two (2) hours.
- Sec. 612 SHORT TERM DISABILITY INCOME INSURANCE PROGRAM: Employees in the unit covered by this Agreement may participate, at no cost to the County, in the County's Short Term Disability Insurance Program.
- Sec. 613 CHILD CARE: The parties agree to support and promote efforts to remove childcare as a barrier to employment, productivity, and self esteem in Ventura County. It is further agreed to recommend and support policies and legislation, which builds family strength, and meet the changes and challenges of the work place in efforts to continue to attract and retain competent employees.
- Sec. 614 TRUCK CRANE ASSIGNMENT PAY: Effective the first pay period following Board approval, any Equipment Operator III/IV that completes a National Commission for the Certification of Crane Operators program shall receive a five percent (5%) incentive of their base pay for those hours assigned to a truck crane.

Incentive shall be granted pursuant to this Section only after submission of appropriate documentation to their department. Employee will become eligible the first day of the following pay period.

ARTICLE 7 HEALTH INSURANCE

- Sec. 701 A. COUNTY CONTRIBUTION FOR FULL-TIME EMPLOYEES: Full-time employees covered by this Agreement are provided benefits by the County of Ventura Flexible Benefits Program (Cafeteria Plan). Subject to the terms and conditions of the plan document, the County shall contribute an amount not to exceed \$260.00 per biweekly pay period towards the Cafeteria Plan for each full-time employee beginning the first pay period following Board approval.

Effective December 14, 2008, the County shall contribute an amount not to exceed \$273.00 per bi-weekly pay period towards

the Flexible Benefits Program for each regular employee by the Agreement.

- B. Effective December 18, 2005, flexible credits for enrolled part-time employees shall be established on a separate basis from full-time employees. For each enrolled part-time employee, and subject to the conditions of the plan document, the County shall contribute an amount not to exceed \$184.00 per bi-weekly pay period towards the Flexible Benefits Program. 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.

Sec. 702 CONTINUATION OF HEALTH PLAN: It is the County's intent to fully comply with the provisions of both the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Notwithstanding the requirements of either act, should an employee exhaust sick leave and vacation and go on leave of absence without pay, the County agrees to continue to make its contribution to the health insurance plans for up to eight (8) biweekly payroll 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. County contributions toward reimbursement 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. 703 HEALTH INSURANCE PLAN CHANGES: For the term of this Agreement, the parties agree that the County retains the exclusive right to make changes in accordance with law and good professional practice necessary to administer the Flexible Benefits Program, and the Union specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes.

Sec. 704 INSURANCE TRUST SUBSIDY:

- A. The County shall continue to contribute \$30.00 per pay period to the Union Insurance Trust for each employee in the unit. During the term of this Agreement, upon sixty (60) days notice from the Union, the County shall increase said contribution by up to \$2.00 per biweekly pay period. In no case shall the total biweekly contribution exceed \$32.00. This contribution shall be applied only

towards the supplemental insurance plan(s) mutually agreed upon by the Union and the County.

- B. As a condition of receiving the contribution provided under (A) above, the Union agrees to allow the County to audit the books and records of the Union Insurance Trust as it relates to the management of funds resulting from this contribution.

Sec. 705 STATE DISABILITY INSURANCE (SDI): The parties agree to continue participation in the employee paid State Disability Insurance Program (SDI) pursuant to applicable State regulations and the following provisions:

- A. For purposes of this Section only, the term "employee" shall include regular employees assigned to County classifications. Inclusion in the SDI program will not confer any representation rights to temporary help employees nor in any way alter the definition of "employee" in the County's Personnel Rules and Regulations or this Agreement.
- B. If the bargaining unit chooses to withdraw from SDI after the required two (2) years, the membership must present a majority petition indicating such desire.
- C. This program will be administered by the County.
- D. The employee shall pay all costs of the program.
- E. Per State regulations, benefits for employees not previously covered by SDI shall become effective approximately seven (7) months after enrollment.

ARTICLE 8 OTHER COMPENSABLE BENEFITS

Sec. 801 MILEAGE REIMBURSEMENTS: Employees who are required to use their personal vehicles for County business shall be reimbursed at the rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

Sec. 802 NECESSARY AND ACTUAL EXPENSES: Necessary and actual expenses incurred by an employee while attending to business of the County will be reimbursed with the approval and authorization of the

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

- Sec. 803
- A. UNIFORMS: All employees covered by this Agreement shall be provided uniforms, emblems and patches by the County at no cost to the employee. It is understood and agreed to by the parties that employees provided such uniforms, etc. shall be required to wear that clothing during those hours for which they are performing their County assigned duties. Such uniforms, patches, emblems, etc. shall be of a color and type determined by the County. The Union shall be notified in writing of any changes to the uniform type or color.
 - B. SAFETY SHOES: Effective July 1 of each year, employees whom the appointing authority has determined must wear safety shoes shall be eligible to receive a reimbursement each year up to a maximum of \$200.00 towards expenses incurred by their purchase and/or maintenance of such shoes for wear on the job. A new employee shall become eligible to receive a reimbursement upon hire. During the applicable fiscal year the employee can submit receipts for the purchase and/or maintenance of safety shoes. The reimbursement will be treated as a non-taxable reimbursement for employer required safety. This will be paid in accordance with general claims schedules of reimbursement of approximately six to eight weeks. Upon demonstration of need and approval by the appointing authority, an employee may receive an additional reimbursement of \$200.00 towards the purchase of a replacement pair of safety shoes.

The parties recognize and agree that payment of this reimbursement completely satisfies any obligation the County may have with respect to the provision of safety shoes.

Effective July 1, 2009, the reimbursement shall be replaced with a \$200.00 voucher in accordance with the aforementioned terms defined in the above paragraph.

- Sec. 804
- LICENSE/CERTIFICATION RENEWALS: The County shall reimburse employees in the following classifications for the renewal cost of County required licenses/certifications when such license/certification was previously held by the employee. The reimbursement provided under this Section shall be limited solely to the actual renewal cost and shall not

include test fees, transportation costs, County paid time off or any other fees incurred in said renewal.

Classification

1. Auto Mechanic I, II
2. Sr. Auto Mechanic
3. Heavy Equipment Mechanic I, II
4. Sr. Heavy Equipment Mechanic
5. Maintenance Plumber
6. Air Conditioning/Heating Mechanic
7. Certified Building Maintenance Engineer
8. Equipment Operator III and IV (assigned as Crane Operator)

The benefit allowed by this section shall not be used to reimburse renewal costs associated with a California Driver License.

Sec. 805 PERSONAL PROPERTY REIMBURSEMENT POLICY: Employees shall be reimbursed for loss or damage of personal property necessarily used in the course and scope of employment, when such property is lost or damaged during such use and not because of any fault of the employee. All reimbursement shall be made in accordance with the process, guidelines, and limitations set forth in the County's Personal Property Reimbursement Policy Section of the Administrative Manual.

Sec. 806 CONFERENCES AND SEMINARS: The County recognizes the value to be obtained from having employees attend management approved job-related conferences and seminars. It shall be the policy of the County, whenever possible and within departmental guidelines, to advance employees transportation, lodging, and meal allowances, if applicable, prior to the employee leaving for the conference or seminar.

Sec. 807 LICENSE ENDORSEMENT REIMBURSEMENT: Effective August 8, 2005, an employee who, in order to meet the minimum requirements for their position, renews their Class "A" California Driver License within ninety (90) days of its expiration date and is directed by the County to obtain a Tank and/or Haz-Mat License, shall be reimbursed for the cost of the endorsement(s) as follows:

1. All applicable fees when the endorsement(s) is obtained concurrent with the renewal of their Commercial Driver's License; or,
2. All applicable fees including each endorsement when, through no fault of the employee, he renewed their Commercial Driver's License and was subsequently advised by the County that the endorsement(s) is required.

Employees shall not be eligible for reimbursement under more than one of the provisions described above.

Sec. 808 EDUCATION INCENTIVE PAY:

- A. Employees shall receive incentive pay in addition to base rate of pay for educational attainments not specifically required by the position pursuant to the official classification specification maintained by the Human Resources Division as follows:
- | | | |
|----|----------------------------------|------|
| 1. | Associate in Arts/Science Degree | 2.5% |
| 2. | Bachelor's Degree | 3.5% |
| 3. | Graduate Degree | 5.0% |
- B. Employees eligible for educational incentive pay shall be entitled to receive only one level of pay for the highest degree level attained.
- C. Incentive shall be granted pursuant to this Section only after submission of appropriate documentation to, and approval by, the Human Resources Division.

Sec. 809 HELICOPTER MAINTENANCE TECHNICIAN/ CHIEF HELICOPTER MAINTENANCE TECHNICIAN CERTIFICATION PAY: Any Helicopter Maintenance Technician or Chief Helicopter Maintenance Technician who obtains and maintains a Federal Aviation Administration (FAA) Inspection Authorization Certificate shall receive an incentive of five (5%) of their base pay per biweekly pay period.

Sec. 810 NATIONAL INSTITUTE OF AUTOMOTIVE SERVICE EXCELLENCE (NIASE) CERTIFICATION: Any Auto Mechanic I, II and Senior that completes any four (4) of the ASE Certifications A1 to A8 shall receive a two percent (2%) incentive of their base pay per biweekly pay period for satisfactory completion.

For satisfactory completion of eight (8) of the ASE Certifications A1 to A8 shall receive an additional three percent (3%) incentive of their base pay per biweekly pay period.

Any Heavy Equipment Mechanic I, II and Senior that completes any four (4) of the ASE Certifications T1 to T8 shall receive a two percent (2%) incentive of their base pay per biweekly pay period for satisfactory completion.

For satisfactory completion of eight (8) of the ASE Certifications T1 to T8 shall receive an additional three percent (3%) incentive of their base pay per biweekly pay period.

Any Body/Paint Mechanic or Senior Body/Paint Mechanic that completes any three (3) of the ASE Certifications B2 to B6 shall receive a two percent (2%) incentive of their base pay per biweekly pay period for satisfactory completion.

For satisfactory completion of five (5) of the ASE Certifications B2 to B6 shall receive an additional three percent (3%) of their base pay per biweekly pay period incentive.

Employees eligible for NIASE Incentive pay shall be entitled to receive each level attained.

Incentive shall be granted pursuant to this Section only after submission of appropriate documentation to their department. Employee will become eligible the first day of the following pay period.

Sec. 811

FIRE MECHANIC CERTIFICATION INCENTIVE: Any Fire Mechanic I, II and Senior that completes ASE Certifications T-1, T- 4, T- 6 and T- 8 shall receive a two percent (2%) incentive of their base pay per biweekly pay period for satisfactory completion for the Level I.

For Level II, satisfactory completion of California Fire Mechanic Academy (CFMA) 115 shall receive an additional one and one-half (1.50%) incentive of their base pay per biweekly pay period.

For Level III, satisfactory completion of ASE Certifications T- 2, T- 3, and T-5 and CMFA 215A and 215B shall receive an additional four and one-half percent (4.50%) incentive of their base pay per biweekly pay period.

For Level IV, satisfactory completion CMFA 215C, 216 and 217 shall receive an additional two percent (2.0%) incentive of their base pay per biweekly pay period.

Employees eligible for Fire Mechanic Certification Incentive pay shall be entitled to receive each level attained.

Incentive shall be granted pursuant to this Section only after submission of appropriate documentation to their department. Employee will become eligible the first day of the following pay period.

Sec. 812 ELECTRICAL CERTIFICATION: Any Maintenance Electrician and Senior Maintenance Electrician that completes an IUOE qualified certification program shall receive a five percent (5%) incentive of their base pay per biweekly pay period for satisfactory completion.

Incentive shall be granted pursuant to this Section only after submission of appropriate documentation to their department. Employee will become eligible the first day of the following pay period.

Sec. 813 PLUMBER CERTIFICATION: Any Maintenance Plumber that completes an IUOE qualified certification program shall receive a five percent (5%) incentive of their base pay per biweekly pay period for satisfactory completion.

Incentive shall be granted pursuant to this Section only after submission of appropriate documentation to their department. Employee will become eligible the first day of the following pay period.

Sec. 814 WELDER CERTIFICATION: Any Maintenance Welder that completes an IUOE qualified certification program shall receive a five percent (5%) incentive of their base pay per biweekly pay period for satisfactory completion.

Incentive shall be granted pursuant to this Section only after submission of appropriate documentation to their department. Employee will become eligible the first day of the following pay period.

Sec. 815 HOSPITAL MAINTENANCE ENGINEER CERTIFICATION: Any Hospital Maintenance Engineer that completes a qualified certification program "MECH" through the California Society for Healthcare Engineering "CSHE" shall receive a five percent (5%) incentive of their base pay per biweekly pay period for satisfactory completion.

For the Senior "MECH" level, satisfactory completion of the certification program shall receive an additional five percent (5%) incentive of their base pay per biweekly pay period.

Employees eligible for Hospital Maintenance Engineer Certification pay shall be entitled to receive each level attained.

Incentive shall be granted pursuant to this Section only after submission of appropriate documentation to their department. Employee will become eligible the first day of the following pay period.

Sec. 816 HVAC RM CERTIFICATION: Any Air Conditioning/Heating Mechanic located at Ventura County Medical Center (VCMC) that completes an IUOE qualified certification program shall receive a five percent (5%) incentive of their base pay per biweekly pay period for satisfactory completion.

Incentive shall be granted pursuant to this Section only after submission of appropriate documentation to their department. Employee will become eligible the first day of the following pay period.

ARTICLE 9 TEXTBOOK AND TUITION REIMBURSEMENT

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

Sec. 902 ELIGIBLE EMPLOYEES: Regular, probationary, full-time employees are eligible to participate in this program.

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

- A. Courses must have a reasonable potential for resulting in more effective County service.
- B. Courses directly related to the employee's occupational field are eligible.
- C. Courses that are prerequisite to job-related educational programs/courses are eligible.
- D. Job-related courses preparing an employee for promotion in their job field, or a job field for which there are promotional opportunities within County service.
- E. Graduate coursework, which is required to receive a job-related Master's Degree.
- F. Seminars and workshops that are directly job-related, offered in conjunction with a recognized college, educational institution,

professional organization and approved by the Agency/Department head are eligible.

Sec. 904 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

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

Sec. 905 TEXTBOOK AND TUITION REIMBURSEMENT: County shall, unless otherwise designated in this Agreement, provide for 100% reimbursement of tuition for off-duty related recognized courses up to a maximum of nine hundred dollars (\$900) per fiscal year, in accordance within the provisions of this Article.

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

- A. Courses must be taken on the employee's own time, on compensatory time, or vacation time, approved in advance by the Agency/Department head. Agency/Department heads are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this section is not to provide for time off with pay.
- B. Neither transportation nor mileage reimbursement are provided for by this program.
- C. Parking fees, meals and other costs not specifically covered in this program will not be paid by the County.
- D. Costs for which reimbursement is received from other sources, except that portions not covered from other sources will be paid by the County up to the maximum as provided by this Article.
- E. Conventions and conferences are not covered by this reimbursement program.
- F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement. A grade of "A" or "B" or

its equivalent (Pass for Pass/Fail courses) is required for reimbursement for graduate courses.

- G. Courses must be offered by a school recognized by the State of California, the Department of Health, Education and Welfare, or the Veteran's Administration, unless otherwise provided in this Article.

Sec. 907 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Agency/Department head is responsible for the administration of this program. Applications for reimbursement should be received by the Agency/Department head prior to the first class session. An official record of grades and receipts must be received by the Agency/Department head within 90 days after the last class session. Reimbursement will be made to the employee within two weeks after grade cards and receipts have been received by the Agency/Department head. New employees, however, will not be reimbursed until they have completed 1,040 hours of compensable service with the County (equivalent to thirteen biweeks of County employment). The Director-Human Resources may develop such forms and additional procedures, which he deems necessary to accomplish the intent of this textbook and tuition program.

Sec. 908 APPRENTICESHIP AND TRAINING: The parties agree to participate in the Apprenticeship and Journeyman training programs with the Southern California Operating Maintenance Engineers, Local 501 Apprenticeship Training Trust Fund commencing January 1, 1990, and each year thereafter. The amount shall be \$50.00 per unit employee, per year, based on unit employees count as of each December.

Sec. 909 CERTIFICATE PROGRAM REIMBURSEMENT ELIGIBILITY:

- A. The County shall, unless otherwise designated in this Agreement, provide for 100% reimbursement of textbook and tuition expenses for off-duty, job-related recognized certificate courses set forth in Article 8 of this Agreement up to a maximum of nine hundred dollars (\$900) per fiscal year.
- B. Program eligibility limit, approved by the appointing authority, is defined by:
 - 1. An eligible employee who is approved for textbook and tuition reimbursement for eligible certificate courses or an educational program and;
 - 2. Must complete the approved course work in no more than five (5) consecutive years from the program begin date.

C. During an approved program as defined in Sec. 909 B, tuition expenses incurred in excess of the annual maximum of nine hundred dollars (\$900) may be submitted for reimbursement in the subsequent fiscal years. In no case will an employee be eligible to receive reimbursements for an approved program in excess of nine hundred dollars (\$900) in one fiscal year nor, may they receive reimbursements for an approved program beyond the five (5) year program eligibility limit.

Sec. 910 CALIFORNIA FIRE MECHANIC ACADEMY: For the duration of this Agreement, travel, lodging and per diem expenses will be eligible for reimbursement when incurred by a Fire Equipment Mechanic I/II and Senior as a result of attending CFMA certification class(es). In no instance shall the annual Textbook and Tuition Reimbursement exceed the maximum designated in Section 905.

ARTICLE 10 WORK SCHEDULES

Sec. 1001 NORMAL 80-HOUR BIWEEKLY WORK PERIOD: Except as may be otherwise provided, the "normal" biweekly work period of the County of Ventura shall be ten (10) working days of eight (8) hours each. It is the duty of each Agency/Department Head to arrange the work of their department or agency so that each regular employee therein shall work no more than the normal schedule, except that an Agency/Department head may require any employee in their agency/department to temporarily perform service in excess of the normal schedule when public necessity or convenience so requires. The provisions of this Article are intended to define the normal work schedule and do not guarantee a minimum number of hours of work. The County retains its right to relieve employees from duty because of lack of work or for other legitimate reasons; however, this does not preclude employees or the Union from grieving the practical consequences of that action.

Sec. 1002 OTHER ALLOWABLE WORK SCHEDULES: An Agency/ Department head may, following communication with the employees involved, assign employees of the Agency/Department to any other schedule which aids the Agency's/Department's ability to serve the public if such schedule is not a violation of State or Federal law. The County agrees to consult with the Union prior to the employees being placed on a modified workweek.

Sec. 1003 WORK SCHEDULE CHANGES: The County shall provide the Union twenty-one (21) calendar days written notice prior to changing an employee's regular work schedule. The County and the Union agree to meet and discuss problems with or changes in work schedules on an Agency/Department basis during the term of this Agreement upon request of either party.

Sec. 1004 BENEFIT ACCRUAL - MODIFIED WORK SCHEDULE: Benefit accrual for full-time employees on modified work schedules (10 or 12 hour days) shall be on the same basis as other full-time employees, with accrual based on regular scheduled hours.

Sec. 1005 VARIABLE WORK HOUR PROGRAM

A. DEFINITIONS

1. VARIABLE WORK HOURS will be defined as either a "compressed work schedule," or "flexible work schedule."
2. A COMPRESSED WORK SCHEDULE is a work schedule which permits employees to finish their usual number of working hours in fewer days per pay period either by working the normal weekly hours in four days (4/10) or the normal biweekly hours in nine days (9/80).
3. A FLEXIBLE WORK SCHEDULE gives the employees the options of changing their starting and ending times on a periodic basis as determined by management in consultation with the employee. However, notwithstanding the foregoing or any condition hereunder, management shall have the exclusive right to select the employee's designated work period for purposes of the Fair Labor Standards Act.

B. CONDITIONS:

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

1. The determination to implement a variable work hour program shall be at the sole discretion of the Agency/Department Head.
2. To the extent that Agency/Department trip reduction goals can be met, employee participation in the program is voluntary. However, nothing contained herein either

precludes management from assigning employees to the variable work hour program or denying their requests for voluntary participation.

3. An Agency/Department Director may decide to cancel the program at any time, at which time the employees shall be assigned another work schedule. Cancellation will be preceded by a written twenty-one (21) day notification to the Union.
4. Eligibility for variable work hours will be at the sole discretion of the Agency/Department Head.
5. Overtime, if required, will normally be scheduled on the employee's day off.
6. On a compressed work week program, use of full vacation or sick leave day will be charged 10 hours on the 4/10, or 8 or 9 hours on the 9/80, depending upon the scheduled hours of the employee.
7. Any employee requesting change in a schedule or flexible working hours schedule will require their supervisor's approval, subject to management's review.
8. Any change in scheduled working hours shall be at the sole discretion of the appropriate supervisor/manager.
9. Preference in selecting a day off, or variable hours starting and ending time, may be given to employees with ridesharing arrangements, or dependent care considerations. This is a guideline for use by managers in determining workflow and coverage issues.
10. Employees and managers/supervisors may be required to complete periodic surveys, to evaluate the effects of the program.
11. Employees participating in the program will be required to sign an agreement that they have read and understand the program.
12. No change in working hours schedule shall take effect until it has been reviewed and approved by the Director-Human

Resources or their designee for purposes of compliance with these conditions and the Fair Labor Standards Act.

13. At the request of the Union, the County agrees to meet to discuss problems with work schedules on a department/ agency basis.

ARTICLE 11 OVERTIME

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

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

Sec. 1102 DEFINITIONS: For purposes of this Article only,

A. A "Designated Work Period" shall consist of seven (7) consecutive days (168 hours).

B. "Overtime" is defined as time worked by an employee in excess of 40 hours in a 168 hour Designated Work Period. Management reserves the right under the FLSA to designate the work period for each employee.

C. "Time Worked" shall include paid assigned holidays, paid court appearances, paid vacation leave, paid sick leave, and paid industrial leave as provided for in this Agreement.

D. In accordance with requirements set forth by the FLSA, an employee's "Regular Rate of Pay" shall be determined by dividing the total number of hours worked by the employee during their Designated Work Week into the sum of all compensation paid for those same hours worked.

Sec. 1103 COMPENSATION FOR OVERTIME HOURS WORKED:

- A. Only regular full-time and regular part-time employees who are neither eligible for Administrative Leave nor considered as "exempt" employees under the provisions of the FLSA shall be paid in cash at a rate of one and one-half times their regular hourly rate of pay for each hour worked in excess of forty (40) hours during their Designated Work period.
- B. An employee eligible for paid overtime under the provisions of this Section, may request, subject to management approval, the accumulation of compensatory time off, in lieu of paid overtime, at the rate of one and one-half hours of compensatory time off for each hour worked in excess of forty (40) hours during their Designated Work period. The maximum number of accumulated hours of compensatory time off shall not exceed 120 (80 hours of overtime times 1.5).

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

1. Accumulated compensatory time off may be taken off by an employee with prior approval of department management.
2. Whenever any person is unable to take compensatory time off within the calendar year during which the overtime is earned, such compensatory time off may be either compensated for or carried over into the next calendar year. If such compensatory time off is carried over, it must be taken as compensatory time off during the next year or, at the completion of the two-year period, it will be paid off at the base hourly salary rate then in effect.
3. Any employee who terminates or is terminated shall be paid the hourly equivalent of their salary for each hour of accrued compensatory time off. The compensation resulting from this provision shall be based upon the base salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.
4. The benefits of this sub-section "B" shall not be available to Stationary Engineers or any other position, which, in the sole opinion of the Agency/Department Head, is one requiring 24-hour, continuous coverage.

ARTICLE 12
VACATIONS

Sec. 1201 VACATION USAGE: Each department or agency head shall be responsible for scheduling the vacation periods of their employees in such a manner as to achieve the most efficient functioning of the department or agency and the County service. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation plan can be realized by each employee. The appointing authority shall determine when vacations will be taken.

Sec. 1202 VACATION ACCRUAL: Employees shall accrue hours of vacation with pay for each hour of compensation to a maximum of eighty (80) hours per biweekly work period according to the following schedule, commencing with the employee's hire date of their latest period of County employment.

A. Vacation credits are earned as follows:

<u>COMPLETED SERVICE</u>	<u>VACATION CREDIT EARNED PER HOUR</u>
- Less than 10,400 hours <small>(Approximately 5 years)</small>	.05386 hours
- 10,400 but less than 22,880 hours <small>(Approximately 5 but less than 11 years)</small>	.07313 hours
- 22,880 hours <small>(Approximately 11 years)</small>	.07688 hours
-24,960 hours <small>(Approximately 12 years)</small>	.08075 hours
-27,040 hours <small>(Approximately 13 years)</small>	.08463 hours
-29,120 hours <small>(Approximately 14 years)</small>	.08850 hours
-31,200 hours <small>(Approximately 15 years)</small>	.09225 hours

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

Sec. 1203 VACATION REDEMPTION: After 20,800 hours of continuous County (approximately ten (10) years) service and upon using eighty (80) hours of vacation during the past twelve (12) months, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of vacation accrual at the current hourly salary rate. Such an employee must have a minimum of forty (40) hours of accrued vacation after the payment. A request for payment in lieu of eighty (80) hours under this paragraph shall not be made more than once per calendar year. A request for payment in

lieu of forty (40) hours vacation accrual under this paragraph shall not be made more than twice per calendar year provided, however, that in no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) in any one (1) calendar year. Either party may request a review of this program. Upon such a request, the parties agree to meet promptly.

- Sec. 1204 VACATION PAYOFF ON RETIREMENT OR TERMINATION: Any employee who terminates or is terminated, shall be paid for each hour of earned vacation based on the rate of pay in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.
- Sec. 1205 VACATION BENEFITS FOR PART-TIME EMPLOYEES: Part-time employees shall be eligible for vacation benefits and such benefits shall accrue on a pro-rata basis. Usage and maximum accruals of said benefits shall be governed by the same rules and regulations applicable to regular, full-time employees.
- Sec. 1206 RATE OF PAY WHILE ON VACATION: While on vacation, employees shall be compensated at the same rate of pay they would have received if they had been on the job.
- Sec. 1207 VACATION ACCRUAL RATE - EMPLOYEES WITH PROVISIONS LIMITED TERM SERVICE: An employee whose regular employment status was broken by service in a limited term capacity, but who regained regular status with a break in service of three (3) days or less shall be entitled to a vacation accrual rate as if there had not been such limited term employment. Such adjusted accrual rates shall be effective with the implementation of this agreement, with no retroactive accruals provided.
- Sec. 1208 COORDINATION WITH DISABILITY BENEFITS: Eligible employees, subsequent to exhausting all accumulated sick leave hours as per Section 1404, may use accrued vacation hours in conjunction with State Disability Insurance in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he actually worked their normal schedule.

ARTICLE 13 HOLIDAYS

- Sec. 1301 HOLIDAY POLICY: Paid holidays shall be authorized only for regular full-time, regular part-time, and provisional employees. To be entitled to pay

for such paid holidays, an employee must be entitled to compensation for their regularly scheduled shift both the day before and the day after such paid holiday.

Sec. 1302 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 Board of Supervisors.

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

- A. In addition to the holidays listed above, effective January 1st of each year, each regular, full-time employee covered under the terms of this Agreement shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. For employees on 9/80 schedules, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours. Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above. The purpose of granting annual floating holiday leave hours is to provide employees with an additional day off with pay. Therefore, an employee's annual floating holiday leave hours shall be utilized in their entirety to cover a single day's absence. In no instance will an employee be allowed to split his annual allowance of floating holiday leave hours over multiple days.

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

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

Sec. 1303 HOLIDAY PAY: If a holiday falls within a biweekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within that biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80-work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed 12 hours.

Sec. 1304 WORK ON HOLIDAYS: Regular full-time and regular part-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half their regular rate of pay for hours actually worked between the hours of 12:01 a.m. and 12:00 midnight of the holiday, in addition to receiving straight-time payment for said holidays. Such straight-time pay not to exceed the number of hours usually scheduled on that day, and shall in no case exceed twelve (12) hours.

Any such employee whose regularly scheduled day off falls on a paid assigned holiday, shall be credited with vacation leave (or annual leave where applicable) hours equivalent to the number of hours usually scheduled on that day, but credit shall in no case exceed twelve (12) hours.

ARTICLE 14 SICK LEAVE

Sec. 1401 SICK LEAVE ACCRUAL RATES: Employees shall accrue 0.0385 hours of sick leave with pay for each hour of compensation to a maximum of 3.08 hours per pay period.

Sec. 1402 MAXIMUM SICK LEAVE ACCRUAL: The maximum allowable sick leave accrual shall be eight hundred (800) except for the following conditions:

- A. An employee with a sick leave accrual in excess of eight hundred hours as of July 11, 1976, shall have the option of either: (a) designating their July 11, 1976, accrual total as their new individual sick leave accrual limit; or (b) electing eight hundred (800) hours as their maximum accrual limit and receiving cash payments of twenty-five percent (25%) of said employee's hourly rate for all hours in excess of eight hundred (800) hours.
- B. An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual cash payment of twenty-five percent (25%) of their hours over the accrual maximum.

Sec. 1403 ADVANCED SICK LEAVE CREDIT: New regular, full-time employees shall receive an advanced sick leave credit of 40.04 hours (in VCHRP) as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of 1,040 hours of compensable service or upon earlier separation.

Sec. 1404 APPROPRIATE USE OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:

- A. Absence caused by illness or injury of an employee.
- B. Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the agency or department head.
- C. Maternity leave as provided in this Agreement.
- D. Unless authorized by the Director-Human Resources, a maximum of forty (40) hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of their immediate family. For the purposes of this Section, "immediate family" shall mean the husband, wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, or father-in-law of the employee.
- E. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification of a physician that such usage is medically required.
- F. If otherwise eligible, sick leave may be used in conjunction with State Disability Insurance in order to receive an amount equal to

the biweekly rate of pay the employee would have otherwise received had he actually worked their normal schedule.

- Sec. 1405 DEPARTMENTAL/AGENCY RESPONSIBILITY FOR ADMINISTRATION: Each agency or department head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Any person absent from work on sick leave shall notify their department or agency head on the first day of such leave and as often thereafter as directed by their agency or department head. The Director-Human Resources or the department or agency head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.
- Sec. 1406 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to their illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for their absence on any day after the five (5) days unless and until he presents to their appointing authority a certificate signed by their physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of their appointing authority or the Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at County expense.
- Sec. 1407 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by him at the time of such termination irrespective of whether or not such a person is subsequently employed by the County.
- Sec. 1408 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION OR RETIREMENT: The County shall make a cash payment of twenty-five percent (25%) of all unused sick leave upon occurrence of the following:
- A. All employees with 20,800 hours (approximately 10 years) or more of continuous County service shall, upon retirement or termination, except discharge for cause, receive a cash payment of twenty-five percent (25%) of their unused sick leave balance.
 - B. The amount of all payment prescribed by this Section shall be based on the employee's hourly rate of pay on the last day worked.

- Sec. 1409 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly rate earnable by the employee on each day that he is on sick leave.
- Sec. 1410 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave shall not be used to continue the salary of any employee after it has been determined by the County's Occupational Health Physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement. Sick leave may be utilized by such employee after appropriate action has been taken by the Ventura County Retirement Board.
- Sec. 1411 USE OF SICK LEAVE FOR MATERNITY: An employee may elect to use accumulated sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall not be counted as part of the one year available for maternity leave without pay.
- Sec. 1412 SICK LEAVE BENEFITS FOR PART-TIME EMPLOYEES: Part-time employees shall receive sick leave benefits on a pro-rata basis. Usage and maximum accruals of the sick leave benefits shall be governed by this Agreement.

ARTICLE 15 INDUSTRIAL LEAVE

- Sec. 1501 APPLICATION FOR INDUSTRIAL LEAVE: Any employee absent from work due to illness or injury arising out of and in the course of employment may receive full compensation for the first twenty-four (24) working hours of such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by the Chief Deputy Executive Officer.
- Sec. 1502 BASIS FOR GRANTING INDUSTRIAL LEAVE: Paid industrial leave shall be approved if:
- A. The accident or illness was not due to the employee's negligence; and,
 - B. The absence from work is substantiated by a licensed physician's statement certifying that the nature of the illness or injury is

sufficiently severe to require the employee to be absent from their duties during a rehabilitation period.

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

- Sec. 1503 SUPPLEMENTAL PAID INDUSTRIAL LEAVE: If the employee becomes eligible for payment under the Labor Code of the State of California, either through hospitalization or length of disability, for benefits for the first twenty-four (24) working hours of disability as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to their full regular salary for the first twenty-four (24) working hours of disability if the conditions in Section 1502 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. 1504 USE OF OTHER LEAVE: If the request for paid industrial leave is denied, the employee may elect to use accumulated sick leave or accrued vacation time to receive full compensation for the initial twenty-four (24) working hours following the accidental or illness.
- Sec. 1505 FULL SALARY: Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take as much of their accumulated sick leave or accumulated vacation so as when added to their temporary disability indemnity, it will result in payment to him of their full salary.
- Sec. 1506 EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY: An employee who has exhausted their industrial leave with pay as provided in Section 1502 of this Article and who is entitled to receive temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed to be on temporary disability leave of absence without pay. This temporary disability leave of absence shall terminate when such employee returns to work or when such employee is no longer entitled to receive temporary disability indemnity under Division 4 or 4.5 of the Labor Code.
- Sec. 1507 ACCRUAL OF SICK LEAVE WHILE ON TEMPORARY DISABILITY LEAVE OF ABSENCE: An employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the

same sick leave credits he would have normally accrued had he not been placed on temporary disability leave of absence without pay.

- Sec. 1508 VACATION ACCRUAL WHILE ON TEMPORARY DISABILITY: An employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same vacation credit he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1509 HOLIDAY ACCRUAL WHILE DISABLED: An employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same holiday credits he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1510 HEALTH PLAN CONTRIBUTION: For employees on temporary disability leave of absence without pay as provided in Section 1506, the County shall continue to make its contribution to the health plan premium as long as said employee remains on temporary disability leave of absence without pay.
- Sec. 1511 BENEFITS WHILE ON TEMPORARY DISABILITY LEAVE OF ABSENCE WITHOUT PAY: Except as expressly provided in this Article or in the Labor Code of the State of California, employees on temporary disability leave of absence without pay shall not accrue or be eligible for any compensation or benefits while on such leave of absence.
- Sec. 1512 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 16 LEAVES OF ABSENCE

- Sec. 1601 LEAVES OF ABSENCE - GENERAL POLICY: Leave of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training or assisting other public jurisdictions, may be granted by the appointing authority not to exceed one year, when such leave is in the best interests of the County. Additional leave for the same purposes may be granted by the Director-Human Resources with the concurrence of the appointing authority. This section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.

- Sec. 1602 NO LOSS OF RIGHTS OR BREAK IN SERVICE: Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in County service.
- Sec. 1603 EARLY RETURN FROM LEAVES OF ABSENCE: An employee absent on authorized leave may return to work prior to expiration of the period of authorized leave upon receiving permission thereto from the appointing authority after providing any necessary medical release.
- Sec. 1604 BEREAVEMENT LEAVE: Any employee may be allowed to be absent from duty for up to three (3) working days without loss of pay because of the death of a member of their immediate family. When travel to distant locations or other circumstances requires absence in excess of three consecutive working days, the appointing authority may allow the use of accrued vacation, or up to two days of accrued sick leave to supplement the three working days provided in this section. For the purpose of this Section, "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, sister, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or stepparent of an employee.
- Sec. 1605 MATERNITY LEAVE: An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician or, if the appointing authority requests, the determination may be made by the County's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin maternity leave shall be made on the basis of the following:
- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy; or,
 - B. The County physician, in consultation with the employee's physician and employee, determines the employee's continued employment causes unreasonable risks of liability to the County; or,
 - C. The employee is unable to satisfactorily perform her job duties.
- Sec. 1606 LENGTH OF MATERNITY LEAVE: A maternity leave of absence without pay may be granted by the appointing authority to a maximum of one (1) year.

Sec. 1607 PARENTHOOD LEAVE: Upon approval by the Agency/Department Head, an employee may be granted a Parenthood Leave without pay of up to six (6) months in connection with the legal adoption of a child provided the employee meets the following conditions:

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

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

ARTICLE 17 PART-TIME EMPLOYEES

Sec. 1701 DEFINITION OF PART-TIME EMPLOYEE FOR BENEFITS PURPOSES: Benefits for employees designated as part-time who regularly work less than eighty hours (80) per biweekly pay period and who work less than one thousand, sixty-four (1664) hours per calendar year shall be limited to those specifically provided in this Agreement. Such benefits shall accrue on a pro-rata basis but shall in no case accrue based upon hours worked in excess of eighty (80) in a biweekly pay period. This Section shall not apply to employees involuntarily placed on a part-time schedule.

Sec. 1702 DEFINITION OF PART-TIME EMPLOYEE FOR PAYROLL PURPOSES: The use of the term part-time in this contract is defined as an employee working less than eighty (80) hours in a bi-weekly pay period.

ARTICLE 18 PROBATIONARY PERIOD

Sec. 1801 LENGTH OF PROBATIONARY PERIOD: The probationary period is 1,040 compensable service hours exclusive of overtime. If federal, state or local law requires a longer probationary period, such law shall prevail.

The probationary period for a part-time employee shall equal the same number of hours (1,040) that have to be served by a full-time employee.

Sec. 1802 EMPLOYEES WHO MUST SERVE PROBATIONARY PERIODS: The following employees shall serve probationary periods:

1. Newly hired employees.
2. Employees who are promoted.
3. Persons appointed from reemployment or classification reinstatement eligible lists. However, persons re-employed following layoff or reinstated to a formerly held classification following a reduction in force who are so re-employed or reinstated within one hundred and eighty (180) calendar days of such layoff or demotion and who are re-employed or reinstated within the agency/department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.
4. Persons appointed from County service reinstatement eligible lists.
5. Persons appointed from Manpower training/work program eligible lists.

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

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

Sec. 1803 EXTENSION OF PROBATIONARY PERIOD: Employees serving a probationary period may request and the Agency/Department head may authorize, or the Agency/Department head on their own initiative may authorize an extension of the probationary period of an additional 80 to 1,040 hours of compensable service in 80-hour increments where insufficient training, marginal performance and other related factors warrant such extension. This authorization shall be in writing. The Agency/Department Head shall give two (2) weeks notice to the Director-Human Resources and the employee of any extension and the reasons therefore. The Agency/Department Head can terminate the probationary extension at any time.

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

Sec. 1804 PROBATIONARY PERIOD REVIEW: Prior to the conclusion of a probationary period, the appointing authority has the responsibility of reviewing the conduct, performance, responsibility and integrity of each employee and determining whether the employee is fully qualified for permanent status. Performance evaluation reports for probationary employees shall be submitted to the Director-Human Resources three (3) months from the date of appointment and at least ten (10) days before the end of the probationary period. The Director-Human Resources shall notify the appointing authority immediately in writing of any misrepresentation of fact or false statement made by a probationary employee relating to that employee's obtaining employment with the County.

Sec. 1805 RETURN TO PREVIOUS POSITION: A promoted employee who is dismissed during their probationary period, except if the cause warrants action to dismiss him from the County service, shall return to the position in which he held permanent status, if vacant, or any other vacant position in their former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in their permanent personnel file. Upon a return to their former position in the same agency or department, the employee shall not serve a new probationary period. In the absence of such vacancy in the agency or department in which he held permanent status, the dismissed probationary employee may either:

- A. Accept a position in the same classification in another department or agency if a vacancy exists, and serve another probationary period; or,
- B. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he held permanent status, with the right to be restored to their original classification when the first vacancy occurs. He need not serve a new probationary period if he accepts a voluntary demotion.
- C. When an employee takes a probationary demotion to a lower related classification in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.

ARTICLE 19
PERFORMANCE REVIEWS

Sec. 1901 ADMINISTRATION OF EVALUATION PROGRAM: Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the Director-Human Resources according to the following VCHRP schedule. One (1) copy of each fully completed and signed report shall be given to the employee.

Probationary Evaluations: In accordance with the schedule detailed in Section 1804.

Annual Performance Evaluations: Upon completing 3,120 hours of service after hire or promotion, and after completing 2,080 hours of service thereafter.

Sec. 1902 NATURE OF PERFORMANCE EVALUATIONS: Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluation period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance evaluation form for the employee to sign, signifying that he has read the supervisor's comments. Space will also be provided so that employees may give related comments of their own relative to the performance evaluation. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee.

Sec. 1903 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance evaluation reports shall be confidential and shall be made available as required to the employee, appointing authority, Director-Human Resources, and the Civil Service Commission. The employee may designate in writing that their representative may inspect such evaluations.

ARTICLE 20
PERFORMANCE PROBLEMS

Sec. 2001 COUNSELING: In the event an employee's performance is unsatisfactory or needs improvement, informal counseling shall be provided by the employee's first-level supervisor. Documentation of such counseling shall

be given to the employee within twenty-one (21) calendar days from the date of the counseling session. Such documentation shall not be placed in an employee's official personnel file.

Sec. 2002 UNFAVORABLE REPORTS ON PERFORMANCE (Reprimands): If upon such counseling an employee's performance does not improve and disciplinary action could result, a written report shall be prepared by the supervisor, including specific suggestions for corrective action, if appropriate. A copy shall be given to the employee and a copy filed in their personnel file. Provided no additional report has been issued during the intervening period, each report shall be removed from the employee's file at the end of two (2) years if requested by the employee.

Sec. 2003 IMMEDIATE DISCIPLINE: This Article shall not operate as a bar to immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct or performance warrants such action and where such action is permissible under law.

ARTICLE 21 PERSONNEL FILE

Sec. 2101 EMPLOYEE ACKNOWLEDGEMENT OF MATERIAL PLACED IN PERSONNEL FILE: No material relating to performance evaluation, salary action or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing their signature on the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in their personnel file with an appropriate notation by the person filing it.

Sec. 2102 FULL RIGHT OF INSPECTION OF EMPLOYEE PERSONNEL FILE: With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of their personnel file, or he may designate in writing their representative to inspect the file.

ARTICLE 22 TRANSFERS

- Sec. 2201 DEFINITION: A transfer is a change from one department or agency to another in the same or similar classification, or a change from one classification to a similar classification within a County department or agency.
- Sec. 2202 MINIMUM QUALIFICATIONS: A person must meet the minimum qualifications of the classification to which he is to be transferred. Employees who have not completed their probationary period shall not be eligible for transfer.
- Sec. 2203 RATE OF PAY AND VCHRP MERIT INCREASE HOURS NEEDED ON TRANSFER: If the transfer occurs within the County service, there shall be no change in rate of pay. Any regular employee may be transferred from one position to another in either the same classification or to one which has the same pay range. An employee so transferred shall not have their VCHRP merit increase hours needed reset.
- Sec. 2204 PROBATIONARY PERIOD ON TRANSFER: If transfer occurs within the County service, the employee shall not be required to serve another probationary period.
- Sec. 2205 APPROVAL OF TRANSFER: All transfers must have the written approval of the appointing authorities concerned and the Director-Human Resources.
- Sec. 2206 RATE OF PAY AND VCHRP MERIT INCREASE HOURS NEEDED ON INVOLUNTARY TRANSFER: Whenever an employee is involuntarily transferred to a position in a different classification having the same pay range as their former position, he shall retain their rate of pay and their VCHRP merit increase hours needed will not be reset.
- Sec. 2207 WRITTEN REQUEST FOR TRANSFER: An employee wanting to transfer shall submit a request in writing to the Director-Human Resources indicating their desire to transfer, their present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 2208 CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER: Whenever the Director-Human Resources receives a request for certification of eligibles to an appointing authority, all persons who, within one year from the date of the certification request, have requested a transfer, shall have their name submitted to the appointing

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

Sec. 2209 TRANSFER WITHIN AGENCY/DEPARTMENT: An employee desiring transfer to another position within the same Agency/Department may request consideration for transfer by memo to the designated Agency/Department personnel officer.

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

Employees requesting an intra-Agency/Department transfer shall receive written notification from the designated Agency/Department or Agency/Department personnel officer within ten (10) work days from receipt of request for transfer.

Written requests for intra-agency/department transfer may be renewed after one (1) year.

Sec. 2210 DURATION OF TRANSFER REQUEST: Except as provided in Section 2209 and notwithstanding any other consideration, a transfer request shall not be honored for more than one (1) year. In addition, a transfer may be invalidated for any of the following reasons:

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

ARTICLE 23
REDUCTIONS IN FORCE

Sec. 2301 LAYOFF PROCEDURE: Whenever there is a reduction in force, one or all of the following may occur, until the situation which necessitated the reduction in force has been eliminated:

- A. All incentive or differential payments to existing employees shall cease.
- B. Except for emergency situations as declared by the County, no overtime will be authorized or paid.
- C. All merit increases may be delayed for 2,080 hours.

In order that the Union may properly monitor application of the procedure set forth herein, the County shall, whenever possible, notify the Union of its intention to utilize this procedure at least four (4) weeks prior to the actual occurrence of layoff.

Sec. 2302 SENIORITY: Seniority shall be determined by each employee's continuous County service. All uninterrupted employment with the County, including all compensated hours exclusive of overtime as a provisional, probationary, manpower work/training program, fixed-term, regular full-time or regular part-time employee, shall be counted as continuous County service seniority. A separation from the County service shall be the only cause for interrupting employment with the County. A separation of three (3) or fewer days shall not be considered a break in service, but all time spent on a leave of absence shall not count toward seniority.

Sec. 2303 ORDER OF LAYOFF: The determination of which employee(s) shall be laid off shall be made within each Agency/Department on a classification-by-classification basis. The County shall designate the classification(s) to be affected. The order of layoff shall be determined by length of seniority.

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

Employees shall be laid off in the following order:

1. Extra help employees.
2. Provisional employees.
3. Fixed term employees.
4. Temporarily promoted employees.
5. Probationary employees.
6. Employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have received a disciplinary suspension in excess of one day, a demotion or reduction in pay equivalent to more than one day's pay. If an employee has been demoted as a result of this provision, then for further reduction in force decisions, such disciplinary action will not be considered.
7. Permanent employees.

Sec. 2304 TRANSFER IN LIEU OF DEMOTION: A permanent employee who is to be laid off shall have the right to transfer and/or voluntarily demote and transfer to any vacant position in the employee's Agency/Department for which he is qualified. The provisions of this Agreement shall govern such transfers and/or voluntary demotions and transfers. If there are two (2) or more employees to be laid off and they opt to exercise this right and request to transfer and/or demote and transfer to the same vacant position, then the employee with the greatest seniority shall have the right to fill such vacancy. If the seniority status of these employees is equal, the appointing authority shall have the right to fill such vacancy.

Sec. 2305 DEMOTION IN LIEU OF LAYOFF: If there are no vacant positions to which a permanent employee who is to be laid off can transfer and/or demote and transfer, then such permanent employee shall have the right to demote to any classification within their Agency/Department in which that employee previously held permanent status. Bumping shall not be restricted to classes within a bargaining unit. Should an employee bump into a classification in another bargaining unit, then the layoff procedures applicable to that bargaining unit shall be controlling. There does not need to be a vacant position within the classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee demoted, then such layoff shall be made in accordance with the provisions of the agreement which is controlling for the classification.

Sec. 2306 REEMPLOYMENT: All persons who have been laid off as a result of a reduction in workforce shall have their names placed on a Reemployment Eligible List for the classification in which they were employed immediately prior to being laid off. There shall be two (2) Reemployment Eligible Lists: one which includes only the names of the laid off employees within a

department or agency, and the other which has the names of all other County employees who were laid off. The Agency/Department reemployment list shall have priority over the Countywide reemployment list. Eligibles on the Reemployment List shall be ranked in reverse order of the order of layoff. Each person's name shall remain on such list for a period of two (2) years following the date that their name was placed on such eligible list, or until they have been re-employed, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the Ventura County Personnel Rules and Regulations, whichever occur first.

Sec. 2307 CLASSIFICATION REINSTATEMENT: All employees who have demoted to a lower classification as a result of a reduction in workforce shall have their names placed on a Classification Reinstatement List for the classification from which they were demoted. There shall be two (2) Classification Reinstatement Lists: one which includes only the names of the demoted employees within a department or agency, and the other which has the names of all other County employees who were demoted from the specific classification. The Agency/Department classification reinstatement list shall have priority over the Countywide classification reinstatement list. Eligibles on the Classification Reinstatement List shall be ranked in reverse order of the order of their demotions. Each person's name may remain on such list for a period of two (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 Section 716 of the Ventura County Personnel Rules and Regulations, whichever occurs first. To remain on a Classification Reinstatement List, a person must maintain status as a County employee.

Sec. 2308 RESTORATION OF BENEFITS:

- A. Sick Leave - For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are reappointed. Whenever a person becomes ineligible for reemployment, and such person has not been re-employed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Section 1408 of this Agreement.
- B. Seniority - For laid off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated.

- C. Rate of Pay - Laid off employees who are re-employed or, demoted employees who are reinstated to the classification demoted from, shall receive pay equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the pay range of the classification, whichever is less, upon reemployment or classification reinstatement.
- D. Vacation Accrual Rates - Laid off employees who are re-employed shall have the vacation accrual rate they held immediately prior to layoff restored.
- E. VCHRP Merit Increase Hours Needed: An employee who is re-employed while in layoff status shall retain the VCHRP merit increase hours needed as of the time of the layoff.
- F. Retirement Contributions - Upon reemployment, laid off employees shall not be required to redeposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however, that the employee may elect to redeposit said funds to the retirement system.
- G. Grievability - Persons disputing the application or interpretation of layoff, reemployment and/or classification reinstatement policies shall use the grievance procedure to resolve their dispute and shall not have any such allegation considered under any other County administrative procedure.

Sec. 2309 PRIORITY OF LISTS: The order of priority of eligible lists for certification to an appointing authority shall be: Classification Reinstatement List, Reemployment List, Agency/Department Promotional List, Countywide Promotional List, County Service Reinstatement List, and Open List.

ARTICLE 24 NO STRIKE/NO LOCKOUT

During the term of this Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by the Union, and no lockouts shall be made by the County. If this section is violated, the party committing the violation shall lose all rights under this Agreement.

ARTICLE 25
NON-DISCRIMINATION

NON-DISCRIMINATION/EQUAL OPPORTUNITY EMPLOYMENT: The provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or functional disability.

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

ARTICLE 26
COUNTY RIGHTS

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

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

ARTICLE 27
UNION RIGHTS

Sec. 2701 UNION STEWARDS: The Union may designate ten (10) stewards to represent those employees in the Union. The Union shall submit to the County a list of Union stewards within thirty (30) days following the signing of this agreement. The list is to be updated on a semi-annual basis.

When required by a Union employee, a Union steward may represent the aggrieved Union employee under the Grievance Procedure, and the County shall grant the steward a reasonable amount of official leave for this purpose.

Sec. 2702 NEGOTIATING COMMITTEE: The committee authorized by the Union to consult, meet and confer, or negotiate collectively, shall consist of not more than three (3) employees who are compensated for hours spent in negotiations. Employee members will be paid by the County for the time spent in negotiating with management, but only for the straight-time hours they would otherwise have worked on their regular work schedule. Meetings shall be held between 8:00 a.m. and 5:00 p.m. whenever possible and at a time and place mutually acceptable to all parties. Additional employee members shall be compensated when approval and authorization for such payment has been made by the County.

Sec. 2703 EMPLOYEE ORIENTATION: When invited to do so by the head of a County agency, or the head of a County department not part of an agency, staff or employee stewards of the Union may participate in training or orientation sessions for employees in that department or agency.

Sec. 2704 EMPLOYEE LISTS: The County shall furnish the Union on a biweekly basis a listing of new employees hired and employees terminated within the Union's bargaining units. Once every fiscal quarter, the County shall furnish the Union a complete listing of all employees in this unit. Said quarterly listing shall include the employee's home address, job classification, and department. In the event it becomes possible to also provide the Union with the employees' primary assigned work location, that information shall become part of the quarterly listing.

Sec. 2705 UNION-SPONSORED DEDUCTIONS:

A. DUES DEDUCTION:

1. The County shall deduct Union dues from the salary of each employee who so authorizes such a deduction.
2. Remittance of all dues and insurance premiums so deducted shall be made to the Union within fifteen (15) working days after the deductions are made.
3. The County shall supply the Union with a Union dues and other deductions check off list each pay period. Said list shall be provided without cost to the Union within the first ten (10) working days after each payday. If this date cannot be met, the Union shall be notified of the delay within the above specified ten (10) day period.
4. The County and the Union agree that both parties shall be saved, indemnified, and held harmless from any liability due

to errors and omissions arising out of the other party's use of the Union-sponsored deductions codes.

B. PAYROLL DEDUCTION:

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

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

Sec. 2706 INTERDEPARTMENTAL MESSENGER SERVICE (BROWN MAIL): The County's interdepartmental messenger service (brown mail) may be used for individual business-oriented communication between employees who are represented by the Union and between the paid staff of the Union and such employees, provided that:

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

Sec. 2707 MEETING SPACE: Upon written request of the Union, the County may provide meeting space outside working hours, provided such place is available and the Union complies with all departmental rules and policies of the Board of Supervisors.

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

Sec. 2708 BULLETIN BOARDS: The County will designate a bulletin board or a portion of an existing bulletin board in each Agency/Department for the exclusive use of the Union. The space allotted shall not be less than 2' x

3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the Agency/Department Head or their designated representative. If the Agency/Department Head objects to the contents of such material, he shall immediately notify the Union staff or representative. Such material shall be removed from the board, based upon the Agency/Department Head's objections and if an agreement cannot be reached between the Union and the Department/Agency Head, the matter shall be immediately referred to the Industrial Relations Manager in the County Executive Office for resolution. If either party objects to the Industrial Relations Manager's decision, they have the alternative of filing an unfair labor practices charge before the Civil Service Commission. The Union is responsible for posting material upon the designated bulletin board and for neat and orderly maintenance thereof. Such material shall be signed and dated by a unit representative, officer, or staff member of the Union.

Sec. 2709 MAINTENANCE OF MEMBERSHIP:

- A. Effective January 1, 1984, any employees in this unit who have authorized Union dues deductions effective that date or at any time subsequent to that date shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the unit may terminate such Union dues during the first fourteen (14) calendar days of each January by notifying the County Auditor-Controller of their termination of Union dues deduction.
- B. The Union agrees to indemnify and hold the County of Ventura harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

Sec. 2710 DRUG AND ALCOHOL TESTING: The Union and County have mutually agreed to implement the Drug and Alcohol Policy for Safety Sensitive Employees effective January 4, 1996 (policy on file with County Personnel and the Union). The Union and County also agree to any changes, including changes to the qualified vendor or those mandated by revisions in federal or state law or regulations which impact on the testing program or its implementation.

Sec. 2711 ACCESS TO WORK LOCATIONS:

- A. Access to Non-patient and Non-security Work Locations: Authorized Union representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions

on the condition the Union representatives shall comply with the regulations established in this Article, and that Union representatives shall not interfere with work operations of any Agency/Department or district of the County.

- B. Headquarters Work Locations: When visiting any department/ agency or district headquarters work location, Union representatives shall contact the Agency/Department Head or their designee prior to entering any work areas. The Union representative shall state the purpose of their visit, i.e., grievance investigation or observation of working conditions. The Management designate may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the department. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be denied for more than twenty-four (24) hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

- C. Field Work Locations: Union representatives desiring access to field work locations shall either telephone the appropriate Management representative responsible for the district, division or yard or shall personally contact such Management representative upon entering any work location under their supervision. The Management representative contacted may deny access to a work location if he deems a visit at the time indicated shall interfere with the operations of the department or district. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be denied for more than twenty-four (24) hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

- D. Union Representative List: The Union shall give to the Director-Human Resources a written list of the names of all authorized Union representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union representatives on the current list.

ARTICLE 28
GRIEVANCE PROCEDURE

- Sec. 2801 DEFINITION: A grievance shall be defined as a dispute by an employee or a group of employees concerning the application or interpretation of:
- A. The terms of this Agreement.
 - B. The sections of the Personnel Rules and Regulations incorporated into this Agreement as set forth herein.
 - C. Existing written policies affecting an employee's terms and conditions of employment.
 - D. Written reprimands, which shall not be subject to the provisions of Article 21 of the Personnel Rules and Regulations nor reviewable under any administrative procedure other than this grievance procedure.
 - E. Performance review evaluations are subject to only sub-sections 2903-A through 2903-C of the procedure. The decision of the Agency/Department head with respect to grievances over performance evaluations is final and binding, and the Union hereby waives the right to submit any such grievance to Arbitration as provided under Section 2904.
- Sec. 2802 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 2801, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following;
- A. All disciplinary appeals.
 - B. All appeals arising from examinations.
 - C. Complaints filed by CETA employees.
 - D. Those which would require modification of a policy established by the Board of Supervisors or by law.
 - E. Ventura County Personnel Rules and Regulations not specifically included herein in whole or by reference.

- F. Any aspect of the plan(s), and/or real or potential benefits described in Section 606.

Sec. 2803 PROCEDURE

A. Informal Discussion:

- 1. The grievant, within twenty-one (21) calendar days from the occurrence of the matter on which the complaint is based, shall discuss their complaint in a meeting with their immediate supervisor.
- 2. Within seven (7) calendar days from the day of discussion with the employee, the immediate supervisor, or in their absence their authorized representative, shall orally reply to the employee's complaint.

B. Formal Complaint - Step 1. Division Head

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

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

1. Within seven (7) calendar days from their receipt of the decision at Step 2, the employee may appeal to the agency/department head. The original copy of the grievance form, with the reasons in writing for their dissatisfaction with the answer given by the division head shall be submitted.
2. Within twenty-one (21) calendar days from receipt of the employee's grievance, the agency/department head or their designated representative who has not been involved in the grievance in prior steps shall make a thorough review of the grievance and give a written decision to the employee with a copy to the Union.
3. On matters that do not concern or involve the interpretation or application of the specific terms and provisions of this Agreement, the written decision of the agency/department head shall be final as to the disposition of matters within their authority.

Sec. 2804 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by the Union by submitting a letter requesting that the grievance be submitted to arbitration to the Director-Human Resources within ten (10) calendar days after the Agency/Department Head renders a decision. Prior to submitting the matter to arbitration, the Director-Human Resources or their designee will meet with an employee representative from the Department, Department Management, a representative of the County Executive Office (CEO) and the Union in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the County Executive Officer (CEO) for their approval. The CEO shall advise the parties of their decision within ten (10) working days after the receipt of the proposed resolution. If the CEO concurs with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CEO rejects the agreement or fails to respond within ten (10) working days described above, the Union may proceed to submit the matter to arbitration. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement between the Union and the Director-Human Resources or their designee.

- B. The Arbitrator shall be selected by mutual agreement. In the event mutual agreement cannot be reached on an Arbitrator within fifteen (15) calendar days of the receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to list a panel of five (5) individuals from which one (1) name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the Arbitrator for this grievance.
- C. Costs of the Arbitrator and court reporter, if any, shall be shared equally by the parties.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the Agreement in respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the County, the Union, and the employee affected, subject to judicial review.
- E. If either the County or the Union shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this Agreement, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he shall refer the case back to the parties without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 2805 MEDIATION: Within ten (10) days of submitting a letter for arbitration, the Union and the County shall request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The Mediator shall have no authority to resolve the grievance except by agreement of the Union and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

- Sec. 2806 WAIVER AND LIMITS: Grievances may, by mutual agreement, be referred back for further consideration or discussion to prior steps or advance to a higher step in the grievance procedure. Time limits specified in the grievance procedure of the Agreement may be waived by mutual written agreement. Should the County fail to respond orally and/or in writing when required within the specific time limits, the grievance shall be automatically progressed into the next step of the grievance procedure. Likewise, should the Union and/or the grievant fail to initiate or appeal any grievance within the specific time limits, the grievance shall be considered resolved on the basis of the County's last response and shall be considered waived and abandoned for all purposes.
- Sec. 2807 TIME OFF FOR GRIEVANCE RESOLUTION: An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by their appointing authority to process, prepare and resolve their grievance.
- Sec. 2808 GRIEVANCES AND RULE OR AGREEMENT CHANGES: Grievances shall be arbitrated on the basis of the Rules, Agreement, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.
- Sec. 2809 FULL DISCLOSURE: At the step of the grievance procedure described in Section 2803-C and during any efforts to resolve the matter prior to submission to arbitration as per Section 2804-A, the grieving employee and/or their authorized representative shall disclose to the County Representatives a full and detailed statement of both the facts and the provision(s) of the Agreement relied upon and specify the remedy sought.
- Sec. 2810 RESPONSIBILITY AND AUTHORITY OF RESPONDENTS: Respondents at each level of the grievance procedure are empowered to resolve disputes only by properly applying existing provisions of this Agreement. Respondents cannot alter, amend, change, add to or subtract from any of the terms of this Agreement.

ARTICLE 29 DISCIPLINARY ARBITRATION

- Sec. 2901 PURPOSE: To provide an equitable and uniform procedure for administration and arbitration of discipline. The provisions of this Article supersede those of Article 21 of the Ventura County Personnel Rules and Regulations.

Sec. 2902 WRITTEN ORDER FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL: The continuing employment of every permanent employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, or demoted and suspended for cause as specified in Section 2903 by the appointing authority in the following manner:

- A. The appointing authority shall serve upon the employee a Notice of Proposed Disciplinary Action stating the nature of the proposed action and its effective date. Such Notice shall also set forth in writing the reasons for the proposed disciplinary action, a statement of the charges upon which the action is to be based, a notice to the employee that he has the right to review the materials being used against him, and a statement advising the employee that he has a right to respond to the charges. A duplicate of that Notice must be filed with the Director-Human Resources and Local 501.
- B. Within seven (7) calendar days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority in said Notice of Disciplinary Action, the employee may respond to the proposed action. Such response may be presented orally or in writing. The employee has a right to have a Local 501 representative if he so chooses.
- C. At the completion of the period provided in "B" above, the appointing authority shall review the employee's response, if any, and make a determination whether to cancel, amend, or sustain the proposed action. If the appointing authority decides to amend or sustain the proposed action, the employee will be served with Notice of Disciplinary Action again setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based.

The Notice of Disciplinary Action shall also advise the employee that the action being taken is final, and apprise him of their right to request that Local 501 submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that Notice must be filed with the Director-Human Resources and Local 501.

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

- Sec. 2903 CAUSES FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL: In accordance with Section 1345.1.4.13.1 of the Ventura County Ordinance Code, causes for disciplinary action are as follows: fraud in securing appointment, incompetency, inefficiency, inexcusable neglect of duty, physical or mental disability, insubordination, dishonesty, drunkenness on duty, intemperance, addiction to the use of narcotics or habit forming drugs, inexcusable absence without leave, conviction of a felony or misdemeanor involving moral turpitude, immorality, discourteous treatment of the public or other employees, improper political activity in violation of Article 24 of the Ventura County Personnel Rules and Regulations or Sections 1351 and 1351.1 of the Ventura County Ordinance Code, willful disobedience, violation of any provision of Article IV of the Ventura County Ordinance Code, which among other things includes the corrupt use of official authority or influence, or any other failure of good behavior or acts which are incompatible with or inimical to the public service.
- Sec. 2904 DISCIPLINARY REDUCTION IN PAY: In accordance with the necessity for taking disciplinary action, the pay of a Local 501 represented employee may be reduced by either two and one-half percent (2.5%) or five (5%) for a period of time not to exceed 1,040 hours for any one (1) offense.
- Sec. 2905 SUSPENSION WITHOUT PAY: Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no compensation shall be paid the suspended employee for the duration of their suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of vacation and sick leave accruals.
- Sec. 2906 DEMOTION: The employee may be demoted to a classification which has a lower pay range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to the point in the pay range of the position to which he has been demoted which is approximately five percent (5%) lower than the rate of pay he was receiving in the higher class. If the top step of the range of the position to which he has been demoted is more than five (5%) lower than the rate of pay he was receiving in the higher class, the employee shall receive the top step of the pay range of the position to which he has been demoted. An employee so demoted shall not have their VCHRP merit increase hours needed reset.
- Sec. 2907 DISCIPLINARY ACTION IMPOSED DURING PROBATIONARY PERIOD: The appointing authority may dismiss, demote, suspend, demote and suspend, or impose any other disciplinary action on any probationary employee during the probationary period. Neither a probationary

employee nor Local 501 may request arbitration of any disciplinary action taken against an employee during their probationary period.

A promoted employee who is dismissed during their probationary period shall return to the position in which he held permanent status, if vacant, or any other vacant position in their former classification in the Agency/Department. If no such vacancy exists, every reasonable attempt will be made by the appointing authority to retain the employee in an underfill capacity. Only if there is no vacancy and the appointing authority is unable to make reasonable accommodation, the employee shall be placed on a reemployment list for two years for the position in which he held permanent status and shall be granted the first position that becomes available in their former classification in the Agency/Department in which he was employed. The above provisions shall not apply if the cause of the dismissal warrants dismissal from County service. If the cause for dismissal warrants dismissal from County service, the employee may request that Local 501 submit the matter to arbitration.

Sec. 2908 NON-DISCRIMINATION: Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, or functional limitation.

Sec. 2909 REQUEST FOR ARBITRATION: If an employee wishes to appeal a disciplinary action, he shall ask that the matter be submitted to arbitration by Local 501. If Local 501 concurs, it shall submit to the Director-Human Resources, in writing, within fourteen (14) calendar days of the employee's receipt of the Notice of Disciplinary Action, a request that the matter be submitted to arbitration. Upon receipt of Local 501 's request, the parties shall, within seven (7) calendar days, request a panel of five (5) arbitrators who comprise a permanent panel agreed to by the parties. The Director Human Resources and the Union will meet with the Department Management, a representative from the CEO and an employee representative from the department in an attempt to resolve the issue prior to proceeding with the arbitration. This process must be completed no more than seven days after the request to proceed to arbitration is received by the Director Human Resources. The arbitrator shall conduct a hearing within thirty (30) days of being selected by the parties unless there is a mutual agreement to extend the time frame. In the event mutual agreement cannot be reached on an arbitrator within fifteen (15) calendar days of the receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to list a panel of five individuals from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.

Sec. 2910 ARBITRATION COSTS: The costs of the arbitrator shall be paid by the losing party. In the event the arbitrator modifies the discipline imposed, the costs shall be shared equally by the parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If a cancellation fee is imposed on the parties by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.

Sec. 2911 SCOPE OF ARBITRATOR'S AUTHORITY: The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article or any other terms of this Agreement. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then he shall set aside the action taken by the appointing authority. If the Arbitrator finds that some or all of the charges are true, then he shall make a decision confirming or modifying the action of the appointing authority provided, however, that their authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 2903. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 2906, nothing shall preclude the Arbitrator from ordering the reinstatement of an employee with or without back pay. The decision of the Arbitrator shall be final and binding, subject to judicial review pursuant to Title 9 of Part 3 of the Code of Civil Procedure of the State of California, upon the employee, the County, and, if applicable, Local 501.

Sec. 2912 GOVERNING PROVISIONS: All arbitration proceedings arising under this Article shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California. However, Code of Civil Procedure Section 1283.05, relating to discovery, shall not be a part of this Agreement. Further, subpoenas duces tecum may be issued by the attorney or other representative of a party as well as by the arbitrator. All other provisions relating to subpoenas found in Chapter 3 of Title 9 of the Code of Civil procedure shall apply.

Sec. 2913 ARBITRABILITY: If either the County or Local 501 shall claim before the Arbitrator that a particular request for arbitration fails to meet time limits, or is in some other manner defective, and, thereby, fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such appeal fails to meet said test of

arbitrability, he shall refer the case back to the parties without a decision or recommendation on its merits.

Sec. 2914 REPORT OF HEARING: The Arbitrator shall render their report to the parties in writing, including reasons for any decision, within thirty (30) calendar days of the completion of the hearing. Failure to comply with this provision shall result in the automatic waiver of all arbitration, per diem, preparation, and related fees.

Sec. 2915 VACATION OF ORDER: A decision of the Arbitrator may be modified or vacated, in whole or in part, and a new or further hearing granted on all or part of the issues on the application of a party to the arbitration for any of the following causes, materially affecting the substantial rights of the parties:

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

Sec. 2916 APPLICATION FOR VACATION OF ORDER: The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of their order and shall designate the grounds upon which vacation is requested.

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

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

ARTICLE 30 FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is the intent of the parties that this Agreement be administered in its entirety in good faith during its full term. It is recognized that during such term, it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions in the unit; where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act and where Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

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

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

- C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Agreement.

- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
- E. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 31
AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be the County's Director-Human Resources or their duly authorized representative.
- B. The Union's Principal authorized agent shall be the Union's Business Manager or their duly authorized representative.

ARTICLE 32
PROVISIONS OF LAW

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

ARTICLE 33
COOPERATION WITH COMPLIANCE EFFORTS OF THE VENTURA COUNTY
MEDICAL CENTER (VCMC)


The Union agrees to cooperate with VCMC as necessary so that VCMC may meet all requirements imposed by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commissions, association or other governing or advisory body having authority to set standards

governing the operation of VCMC. The Union further agrees to fully cooperate with any compliance-related activities of VCMC, whether voluntarily initiated by VCMC or required by any federal, state, or local agency, including without limitation, attending training sessions and providing certifications as requested by VCMC.

The definition of VCMC as defined by the Office of Inspector General Integrity Agreement includes but is not limited to, employees of the Ventura County Medical Center, employees of the Behavioral Health Department, and employees of Health Care Agency Administration.

By agreeing to the above two (2) paragraphs, the Union does not waive any right to bargain over any change in the terms or conditions of employment, after the effective date of this agreement, within the scope of bargaining as defined by applicable law.

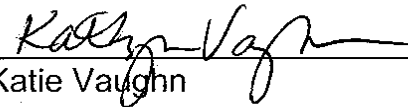
For the
COUNTY OF VENTURA:



Tabijn Cosio, Chief Negotiator

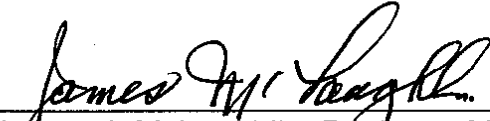


J. A. Dembowski




Katie Vaughn

For the
IUOE, LOCAL 501




James J. McLaughlin, Business Manager



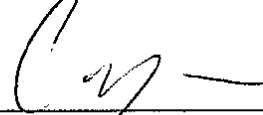
Mike Russell, President




Sal Tardibuono, Business Representative



Michael Ashley, Member



Gary Key, Member



Jared Wilkinson, Member

SIGNED THIS 9th DAY OF JULY, 2008, AT VENTURA, CALIFORNIA.

Appendix 1

IUOE Benchmark Cluster Index

IUOE Benchmark Cluster Index

<i>Job Code</i>	<i>Position Description</i>	<i>Benchmark Cluster Code</i>
00251	Auto Mechanic II	001
01011	Equipment Operator III	002
00671	Certified Fire Mechanic II	003
00152	Graphics Technician III	004
00865	Heavy Equipment Mechanic II	005
01964	Helicopter Maint Technician	006
00669	Maintenance Engineer	007
00138	Sr. Electronics Technician	008
01702	Sr. Seamstress	009
01805	Stationary Engineer	010
01704	Telecom Network Installer II	011
01501	Telecom Network Specialist II	012
01980	Tree Trimmer II	013

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