

# **MEMORANDUM OF AGREEMENT**



**Between the  
County of Ventura**

**and the**

**Ventura County Sheriff's  
Correctional Officers'  
Association**

**2014 - 2017**

## Table of Contents

Article 1.....	Term .....	2
Article 2.....	Implementation .....	2
Article 3.....	Recognition.....	3
Article 4.....	Retirement .....	3
Article 5.....	Salary Plan .....	5
Article 6.....	Premium Pay .....	13
Article 7.....	Health Insurance .....	15
Article 8.....	Other Compensable Benefits.....	17
Article 9.....	Textbook and Tuition Reimbursement .....	21
Article 10.....	Hours of Work .....	23
Article 11-A.....	Overtime.....	26
Article 11-B.....	Overtime.....	29
Article 12.....	Annual Leave .....	33
Article 13.....	Holidays .....	36
Article 14.....	Sick Leave.....	38
Article 15.....	Industrial leave .....	41
Article 16.....	Leaves of Absence.....	43
Article 17.....	Part-Time Employees.....	45
Article 18.....	Probationary Period.....	46
Article 19.....	Performance Reviews .....	48
Article 20.....	Performance Problems.....	49
Article 21.....	Personnel File .....	49
Article 22.....	Additional Employee Benefits.....	50
Article 23.....	Transfers .....	51
Article 24.....	Reductions in Force .....	53
Article 25.....	Productivity.....	57
Article 26.....	No Strike/No Lockout .....	57
Article 27.....	Non-Discrimination .....	57
Article 28.....	County Rights.....	57
Article 29.....	VCSCOA Rights.....	58
Article 30.....	Grievance Procedure .....	64
Article 31.....	Disciplinary Arbitration.....	68
Article 32.....	Full Understanding, Modification Waiver .....	74
Article 33.....	Authorized Agents.....	75
Article 34.....	Provisions of Law .....	75

ARTICLE 1  
TERM

Sec. 101     TERM: This 2014-2017 Memorandum of Agreement (MoA) between the County of Ventura (County) Board of Supervisors (BoS) and the Ventura County Sheriff's Correctional Officers' Association (VCSCOA) is effective from the date of its adoption by the BoS through and including 11:59:59 p.m. on May 20, 2017.

Except as specifically provided herein, the terms and conditions of the previous MoA between the parties (which expired @ midnight on December 12, 2012) shall be considered to have been extended and to have remained in full force and effect for the period between December 13, 2012, and the date upon which this 2014-2017 MoA is/was adopted by the BoS.

Sec. 102     SUCCESSOR AGREEMENT: In the event VCSCOA desires to negotiate a successor MoA, VCSCOA shall, no more than one-hundred and twenty (120) days but no less than ninety (90) days prior to the end of this MoA, serve on the County its written request to commence negotiations as well as its initial written proposals for such successor MoA.

Upon receipt of such written notice and proposals, the County shall, within thirty (30) days, present counter-proposals. Negotiations shall begin within thirty (30) days after receipt of VCSCOA's proposals unless otherwise agreed to by the parties. Sections of this MoA not addressed by either party in their proposals shall remain in full force and effect when a successor MoA is implemented.

ARTICLE 2  
IMPLEMENTATION

This 2014-2017 MoA constitutes a mutual recommendation to be jointly submitted to the County BoS. It is agreed that this MoA shall not be binding upon the parties- either in whole or in part – unless and until approved by VCSCOA and unless and until the County BoS:

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

As a result of implementation of this MoA, all grievances for which VCSCOA has

requested arbitration but which have not been submitted to an arbitrator for decision are hereby completely resolved.

### ARTICLE 3 RECOGNITION

This MoA shall apply only to persons employed in the following classifications within the VCSCOA bargaining unit:

Sheriff's Service Technician I  
Sheriff's Service Technician II

The terms "employee" or "employees" as used in this MoA shall refer only to persons employed by the County in said bargaining unit. The term "he" or "his" as used in this MoA shall refer to all employees, regardless of sex.

### ARTICLE 4 RETIREMENT

Sec. 401 CONTINUATION OF 1979 AGREEMENT: The County agrees to continue the "pick-up" of employees contributions provided for the in the 1979 Memorandum of Agreement. Effective July 6, 2014, in conjunction with the one-time "offsetting" described in Section 408 below, the foregoing shall become inoperative.

Sec. 402 CONTINUATION OF PICK-UP: In addition to the "pick-up" provided under Section 401, the County shall continue to contribute an amount equal to one percent (1%) of each employee's base salary to each employee's retirement account pursuant to Government Code Section 31581.2, subject to the limitations contained in that section, effective September 9, 1984. 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. Effective July 6, 2014, in conjunction with the one-time "offsetting" described in Section 408 below, the foregoing shall become inoperative.

Since June 27, 2010, new hires have been responsible for paying 100% of the normal contribution required to be paid by an employee member to the County retirement system.

Effective July 6, 2014, in conjunction with the one-time "offsetting" described in Section 408 below, all employees shall contribute one-half

(1/2) of the actuarially-determined total “normal” cost of retirement; thereafter, such total “normal” retirement costs shall continue to be shared on a 50:50 basis.

- Sec. 403 SAFE HARBOR RETIREMENT PLAN: VCSCOA agrees the County's "Safe Harbor" retirement plan is in compliance with the provisions of the Omnibus Budget Reconciliation Act (OBRA), for employees not eligible for coverage under the provisions of the 1937 Retirement Act.
- Sec. 404 RETIREMENT INCENTIVE – 30 YEAR EMPLOYEES: Permanent, full-time employees who have thirty years or more of permanent County service and are no longer subject to retirement deductions, shall be paid a one percent (1%) retirement incentive on a biweekly basis. This incentive shall be taxable and not be considered part of the employee's base salary. Payments made under the provisions of this Section shall be calculated at the salary rate in effect at the time such payment is made. Effective July 6, 2014, in conjunction with the one-time “offsetting” described in Section 408 below, the foregoing shall become inoperative.
- Sec. 405 PURCHASE OF PRIOR SERVICE: Employees covered under this Agreement are eligible to purchase time for service under the Federal Civil Service, Los Angeles City Department of Water and Power, or State Teachers’ retirement system, and military buy-back for employees with over thirty (30) years of County service for which the employee is not receiving, and will not receive, a pension.
- Sec. 406 RETIREMENT SYSTEM REVIEW: The parties agree that during the terms of this Agreement if there is a Labor Management Committee created that includes representatives from all recognized employee organizations, VCSCOA will fully participate in such a committee.
- Sec. 407 MANNER OF TAXATION: The County has, in accordance with Internal Revenue Code Section 414(h)(2), previously declared that it agreed to “pick-up” the value of the employee paid retirement contributions so that the taxable income of the employees would be reduced by the amount of the retirement contributions they will be paying. Effective July 6, 2014, and in conjunction with the one-time “offsetting” described in Section 408 below, the foregoing shall become inoperative.
- Sec. 408 Effective July 6, 2014, the salary/pay range for each classification in this unit, and all employees therein, affected by the cessation of the “pick-ups” described in Sections 401 and 402, the move to 50:50 sharing of “normal” retirement costs, and/or the payment of the thirty (30) year incentive shall be increased by both:

- A. the percentage amount equal to the percentage value of eliminating any retirement “pick-up”; and,
- B. the percentage value of employees participating in the 50:50 cost-sharing of the normal cost of retirement contributions.

The parties understand and agree that the value of the salary/pay offsets described in A & B above shall be done on as close as is possible to a “cost neutral” basis to both the County and the employees; overall the employees are to remain “whole” but at no greater cost to the employer.

Sec. 409 The parties agree that the County shall implement all mandates of the “PEPRA” of 2012 as soon as is possible.

ARTICLE 5  
SALARY PLAN

Sec. 501 “ONE-TIME”, “MARKET BASED”, AND “ACROSS THE BOARD” INCREASES:

- A) Assuming this MoA is ratified by VCSCOA and approved by the BoS, on June 27, 2014, full-time employees (regularly scheduled to work sixty-four [64] or more hours biweekly) covered by this agreement shall receive a one-time payment of seven hundred and fifty dollars (\$750.00). Employees employed less than full-time (regularly scheduled to work less than sixty-four [64] hours biweekly) shall receive a one-time payment of six hundred dollars (\$600.00). Said amounts shall be supplemented by an additional one hundred and fifty-six dollars (\$156.00) to fully comprehend the desire of the parties that essentially “full value” be given to the benefit increases provided in Section 701 but for the practical inability of each to ratify/approve this MoA at/on an earlier date.
- B) On April 12, 2015, the salary/pay range for each classification in this unit (and all employees therein) shall be increased by one percent (1%). On April 10, 2016, the salary/pay range for each classification in this unit (and all employees therein) shall be increased by three percent (3%).
- C) The County will conduct a single, total compensation (including all employer retirement costs) market-based average study (with the same components and comparable agencies as was provided to VCSCOA on 1/30/13) no sooner than February 16, 2015 and no

later than March 14, 2015. The results of that updated survey shall be used to determine a potential MBA adjustment to be made effective on April 12, 2015. The potential MBA shall be determined as follows:

If the study reveals the total compensation for the benchmark classification (including the ATB increases provided in subsection B immediately above) is not more than 10% above the related market, then that class (and all benchmarked to it) shall be eligible to receive an MBA of one percent (1%).

- Sec. 502     COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall receive the compensation of the salary range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in these Articles.
- Sec. 503     REGULAR PAY DAY: Whenever compensation is fixed for any position, such compensation is the biweekly compensation to be paid to the person holding such position unless otherwise stated. Such biweekly compensation shall be paid to employees on or about the Friday following the end of the biweekly payroll period.
- Sec. 504     PAY ON TERMINATION: Upon certification of the Human Resources Director that the employment of any employee is terminated prior to the expiration of the biweekly pay period, the compensation of such person shall become due and shall be paid within five days of termination.
- Sec. 505     PAY FOR PART-TIME SERVICES OF REGULAR EMPLOYEES: The actual compensation for part-time employment shall be determined by the relation that the total number of hours of service bears to the number of hours of service required in full-time employment in each class or position, except for those positions for which the Board has established a special or flat rate of pay as full remuneration for all services rendered irrespective of the number of hours worked. Premium pay will also be paid to regular part-time employees on the same basis as full-time employees except that when premium pay is paid on a biweekly or monthly rate, that rate will be paid to part-time employees on a pro rata basis.
- Sec. 506     HOURLY WAGE RATE: Whenever an employee whose salary or wage is fixed on a yearly or biweekly basis works less than the total number of hours in a particular biweekly period, he shall receive salary or wages for the period in accordance with the hourly rate of his classification.

Sec. 507 PAYMENT FOR SERVICES RENDERED ON AN ANNUAL BASIS: Whenever the salary for any position is established as an annual rate, the employee appointed to that position shall be paid on a biweekly basis a salary equal to one twenty-sixth of the annual salary.

Sec. 508 SALARY RANGE CHANGES: Whenever a higher salary range is assigned to a classification, an employee holding a position in such classification shall have his salary increased by the percentage increase in the classification's salary range, provided that no salary shall be lower than the minimum of the new salary range established for the classification. The employee's anniversary date shall not change in such an adjustment. Whenever a salary range is assigned to a classification which previously was compensated on a flat rate, an employee shall either retain his salary immediately prior to the establishing of such salary range or receive the minimum of the salary range established for the classification, whichever is greater. Whenever the Chief Administrative Officer furnishes reasonable proof that an appointive employee whose classification was previously compensated on a flat rate is deserving of a higher placement in the newly established salary range than the minimum of such range, the Board may authorize an adjustment to any point in the salary range assigned to the classification. The employee's anniversary date shall not be affected by such an adjustment.

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

Sec. 509 SALARY ON "Y" RATING: When an employee is "Y" rated, his salary immediately prior to the date of downward reclassification is frozen and may not be increased until the maximum of the salary range assigned his new classification exceeds the salary he was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing an approximately five percent (5%) increase in salary and shall retain his



anniversary date that was in effect immediately prior to the establishment of the "Y" rate.

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

Sec. 510 SALARY RATE ON TRANSFER: Whenever an employee is voluntarily or involuntarily transferred or assigned to a position in a different classification having the same salary range as his former position, he shall retain his salary rate and his anniversary date.

Sec. 511 PRIORITY OF INCREASES: Whenever a general increase, a merit salary increase, a higher salary range or salary range placement, a promotional salary increase or any combination thereof are effective on the same date, the salary to which an employee is entitled shall be fixed as follows: to the salary received by the employee on the preceding day shall first be added any general salary increase, then any higher salary range or salary range placement, then any anniversary merit increase, and then any promotional increase.

Sec. 512 SALARY ON DEMOTION OF A PROMOTIONAL PROBATIONARY EMPLOYEE:

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

Sec. 513 SALARY ON DEMOTION: Whenever an employee who has completed his probationary period in a higher class is then demoted to a position in a lower class for reasons other than unsatisfactory performance, or

for functional disability, he shall receive the highest salary on the new range that does not exceed his rate of pay immediately prior to demotion and shall retain his anniversary date.

Sec. 514 MERIT INCREASES WITHIN THE SALARY RANGE: Merit increases within a range shall not be automatic. They shall be based on merit and shall require the written approval of the appointing authority, containing the effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase of approximately five percent (5%) within a range for the class unless the employee is less than five percent from the top of the range and, in such a case, the increase shall be to the top of the salary range.

Sec. 515 TIME FOR MERIT INCREASES: A newly appointed, reemployed, or promoted employee may qualify for:

- A. An initial merit increase within the salary range upon completion of 13 pay periods of service in that class.
- B. Succeeding merit increases within the salary range upon completion of each additional 26 pay periods in that class.

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

Sec. 516 MERIT REVIEW: At least 15 days prior to an employee's merit increase anniversary date, the appointing authority shall notify the Human Resources Director and the employee in writing of his decisions regarding approval, denial or deferment of a merit increase. In all cases, the recommendation of the appointing authority shall be based on the employee's performance.

Sec. 517 DENIAL OF MERIT INCREASE: If, in the appointing authority's judgment, the employee's performance does not warrant a merit salary increase on his anniversary date, the Department Head may deny the increase and must complete the County performance evaluation rating form. Within 26 pay periods of that employee's anniversary date, the employee may request a review of his merit increase by the appointing authority or the appointing authority, by his own initiative, may review the matter. If the appointing authority concurs with the requested review or if the appointing authority independently initiates his own review, then the appointing authority shall reopen the matter by submitting another performance rating and recommendation. If an employee's merit increase is deferred and granted within the year, that

employee's next merit increase shall not be due until 26 pay periods have elapsed from the first day of the pay period on which the increase was actually granted. If the merit increase was approved on or before the fifth working day of the pay period, his anniversary date shall be deemed to be the first day of that pay period during which the increase was granted. If the merit increase was approved and effective on or after the sixth working day of the pay period, then his anniversary date shall be deemed to be the first day of the pay period following the effective date of the merit increase. An employee's anniversary date will be adjusted accordingly.

Sec. 518 CORRECTING ERROR IN OVERLOOKING MERIT INCREASE: Upon discovery that an employee who would otherwise have been recommended for an anniversary merit increase failed to receive such increase as the result of an oversight of his anniversary date, the Auditor-Controller shall compensate the employee for the additional salary he should have received dating from his anniversary date by adding said additional salary to the employee's next biweekly paycheck. In such cases, there shall be no adjustment of an employee's anniversary date.

Sec. 519 ADJUSTMENT OF ANNIVERSARY DATE FOR PURPOSES OF MERIT INCREASE: Whenever an employee returns from a leave of absence without pay, his anniversary date, for the purpose of determining eligibility for a merit salary increase, shall be adjusted. Such employee shall be required to work a number of days equivalent to the number which he would have had to work to be eligible for a merit increase had he not been on a leave of absence without pay. When the equivalent number of days has been worked, such employee shall be eligible for a merit salary increase and his anniversary date shall be adjusted. If the leave of absence was for one pay period or less, then the provisions of this Section shall not apply, and for the purpose of determining eligibility for a merit increase, such employee shall be treated as if he had not been on leave of absence without pay. If the date when he has completed this additional period of work is on or before the fifth working day of the pay period, then his anniversary date shall be the first day of the pay period. If he shall complete such work on a date on or after the sixth working day of the pay period, then his anniversary date shall be the pay period following the date that such additional work was completed. A like adjustment shall be made to the anniversary date of an employee at the top of the salary range whenever he was on leave of absence without pay.

Sec. 520 SALARY ON PROMOTION: Except as provided below, a regular employee who is promoted to a position in a class having a higher

salary rate shall receive the entry level salary for the higher class or such higher amount as would constitute a salary increase of approximately five percent (5%) on the range over the salary received prior to promotion, whichever is greater.

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

1. Up to the midpoint of the salary range - approval by the Human Resources Director.
2. From the midpoint to the top of the salary range - approval by the Chief Administrative Officer.

The advanced salary placement of a regular employee may be made when:

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

B. VCSCOA shall be notified in writing of promotions made above the midpoint of the salary range and the specific justification thereto.

C. Succeeding merit increases within the salary range upon completion of each additional 26 pay periods in that class.

Sec. 521

ANNIVERSARY DATE ON PROMOTION: Whenever a person is promoted to a position on or before the fifth working day of the pay period, the effective date of his promotion for purposes of merit salary increases shall be the first day of the pay period during which he was promoted. Whenever a person is promoted to a position on or after the sixth working day of the pay period, the effective date of his promotion

for the purposes of merit salary increases shall be the first day of the pay period following such promotion.

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

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

Sec. 523 ADVANCED SALARY APPOINTMENTS (NEW HIRES): Upon recommendation of the appointing authority and the Director-Human Resources, the Chief Administrative Officer may approve filling a position beyond the midpoint of the salary range provided that:

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

VCSCOA shall be notified of appointments made above the midpoint of the salary range.

Sec. 524 HUMAN RESOURCES/PAYROLL SYSTEM: VCSCOA agrees to allow the County of Ventura to make the necessary mathematical conversions from days, pay periods, bi-week, anniversary dates, months and years to the exact equivalent for the required hours in the

Ventura County Human Resources Payroll (VCHRP) system without changing the intent or effect of the existing language of the MoA. Only hours of work for which there is no entitlement to premium overtime compensation shall be considered required hours.

For example, with respect to an employee working seven (7) 12-hour work shifts in a bi-weekly pay period (84 hours), as defined in this MoA, the four hours above 80 hours shall not be counted because they are compensated at the premium rate. Therefore a six (6) month period for those and all other represented employees consists of 1,040 hours comprised of 13, 80 hour bi-weekly pay periods.

The County and VCSCOA hereby agree that in the event that these changes cause unanticipated consequences in the future which effect the existing method of calculating compensation and benefits and/or other matters specified in this MoA, including, but not limited to, changes to rate of pay, pay periods, anniversary dates, overtime, retirement benefits or any other benefits salaries and/or terms and conditions of employment, the County will meet and confer with VCSCOA and shall exhaust the meet and confer process as required by County Policies, practices and procedures as well as all applicable State and Federal laws. Further, the County and VCSCOA agree that the changes to the payroll system under VCHRP will not affect calculation of retirement benefits.

ARTICLE 6  
PREMIUM PAY

Sec. 601 BILINGUAL PREMIUM PAY: Employees whose positions require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the Department Head, based upon the criteria established by, and subject to approval by, the Human Resources Director. The level of an employee's bilingual proficiency shall be determined by an examination administered by the Human Resources Director. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

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

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 Department Head and the Human Resources Director, the County Administrative Officer must designate that such payment will be made.

In order to maintain eligibility for any level of premium pay, every eighteen (18) months, an employee must re-certify his/her proficiency in the two (2) languages upon which the bilingual premium is based by passing the related test(s) conducted by/through County Human Resources.

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

Sec. 603 NIGHT SHIFT DIFFERENTIAL PREMIUM PAY: Except as otherwise provided herein, the night shift differential for regular employees who work half a shift plus one hour between the hours of 3:00 p.m. and 7:00 a.m. shall be calculated at the rate of five percent (5%) of the base pay of said employee for the employee's entire shift.

Any employee who does not work half a shift plus one hour between hours between 3:00 p.m. and 7:00 a.m. will receive the Night Shift Differential for the hours worked by that employee between 3:00 p.m. and 7:00 a.m. that are outside his or her regular shift.

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

during those hours actually worked which qualify for the differential.

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

ARTICLE 7  
HEALTH INSURANCE

Sec. 701 COUNTY CONTRIBUTION:

A. Full-time employees will be covered by the County of Ventura Flexible Benefits Program (Cafeteria Plan). Subject to terms and conditions of the plan document, the County shall contribute an amount not to exceed \$273.00 per bi-weekly pay period towards the Cafeteria Plan for each full-time employee. Effective June 8, 2014 (payable on June 27, 2014) said amount shall be increased by \$12.00 per bi-week to \$285.00. Effective December 7, 2014, said amount shall again be increased by another \$12.00 per bi-week, bringing the bi-weekly total to \$297.00.

B. 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 (60) hours per biweekly pay period. Effective June 8, 2014 (payable on June 27, 2014) said amount shall be increased by \$12.00 per bi-week to \$196.00. Effective December 7, 2014, said amount shall again be increased by another \$12.00 per bi-week, bringing the bi-weekly total to \$208.00.

Sec. 702 CONTINUATION OF HEALTH PLAN: Should an employee exhaust his or her sick leave and go on medical or maternity leave of absence without pay, the County agrees to continue to make its contribution to the Flexible Benefits Program for up to six (6) biweekly pay periods. The number of hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay.



Sec. 703     LABOR/MANAGEMENT COMMITTEE: VCSCOA agrees that it is in the best interest of the parties to review the current Health Insurance Plan to determine if the Plan design is the most efficient and economical for the benefits provided by the plan. The County agrees to consult with VCSCOA, per Section 704, on health insurance benefits and the solution of claims processing problems when requested. Accordingly, the parties agree to the continuation of a joint management/labor health care cost containment committee. Such committee shall meet quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities.

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

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

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. This inclusion in the SDI program will not confer any representation rights to temporary help employees or alter in any way the definition of "employee" in the County's Personnel Rules and Regulations or current MoA.
- B.     If a bargaining unit chooses to withdraw from SDI after the

required two (2) years, membership must present a majority petition indicating such desire.

- C. This program shall be administered by the County.
- D. The employee shall pay all costs of the program.
- E. 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 REIMBURSEMENT: 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 may be reimbursed with the approval and authorization of the Department Head. A statement of justification satisfactory to the Auditor shall be submitted with the claims. Such reimbursement, however, does not apply whenever the provisions in law provide for payment of such expenses.

Sec. 803 UNIFORM ALLOWANCE: Employees are required to wear uniforms as a condition of their employment and shall receive a total annual uniform allowance as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>
Sheriff Service Technician I, II	\$620.00

In order to receive such uniform allowance, employees must have been employed in one of the above stated classifications prior to November 1 of each year. Employees who terminate prior to November 1 shall not be eligible to receive any uniform allowance. Employees who on any November 1<sup>st</sup> have been on an unpaid leave of absence since the prior November 1<sup>st</sup> shall not be eligible to receive any uniform allowance. Newly hired employees will receive the corresponding allowance upon hire. The allowance will be included in the first payroll check received by the employee. However, the employee will not receive the next

scheduled uniform allowance if scheduled to occur within the same calendar year as the year in which the employee was hired.

On June 27, 2014, all employees who received the \$620.00 on/around November 1, 2013, shall receive a one-time, supplemental allowance of \$200.00. Effective on/around November 1, 2014, and on/around every November 1<sup>st</sup> thereafter, the annual uniform allowance provided by this section shall be \$820.00.

Sec. 804 SERVICE AWARD CEREMONY LEAVE: Any employee eligible to receive a Service Award from the Board of Supervisors as part of a regularly scheduled Service Award Ceremony shall be granted four (4) hours of paid leave to attend that ceremony. The leave provided under this Section shall only be granted if the employee attends said Service Award Ceremony.

Sec. 805 PERSONAL PROPERTY REIMBURSEMENT POLICY:

- A. Criteria - When employees have an item of personal property lost, damaged or stolen while in the line of duty and through no fault of their own and when that item is necessarily worn, carried or required as part of their job, a claim for reimbursement may be submitted to the Safety and Claims Officer.
- B. Amount of Claim - The minimum claim shall be for a cumulative total of ten dollars (\$10) per incident; claims of under ten dollars shall not be processed. The maximum amount any one employee may claim is five hundred dollars (\$500) in one year.
- C. Level of Reimbursement -Glasses, dentures, hearing aids or other prosthesis and watches will be reimbursed as provided for in Section D. All items of personal property listed in Table I which are damaged, lost or stolen will be reimbursed at a formula rate, as provided for in Tables I and II. Such a formula will be based on the age, replacement cost, life expectancy and condition of the article at the time it was lost, damaged or stolen. The formula is derived by use of the following table:

**TABLE I - LIFE EXPECTANCY RATE**

MEN'S WEAR		WOMEN'S WEAR	
Item	Rate (Years)	Item	Rate (Years)
1. Coats & Jackets	3	1. Coats & Jackets	3
- Leather & Suede	4	- Leather & Suede	4

2. Hats	1	2. Blouses	1.5
3. Neckties	1	3. Dresses	2
4. Rainwear - Plastic	1	4. Rainwear - Plastic	1
- Fabric	2	- Fabric	2
5. Shoes	1.5	5. Shoes	9 mo
6. Shirts	1.5	6. Shirts	2
7. Slacks	2	7. Slacks	1.5
8. Suits	3	8. Suits	3
9. Sport Coats	4	9. Sweaters	2
10. Socks	0.5	10. Underwear	
11. Sweaters	2.5	- Slips	1.5
12. Underwear	2.5	- Foundation Garments	0.5
13. Work Clothes	1.5	- Panties	0.5
		11. Uniforms	1.5

**TABLE II - CALCULATION OF CLAIMS REIMBURSEMENT VALUES**

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

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

- D. The amount of reimbursement for glasses, hearing aids or other

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

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

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

EXAMPLE:

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

Sec. 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 employee's transportation, lodging, and meal allowances, if applicable, prior to the employee leaving for the conference or seminar.

Sec. 807 EDUCATION INCENTIVE PAY:

A. Employees shall receive incentive pay in addition to base salary for educational attainments not specifically required by the position pursuant to the official class 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 the pay for the highest degree level attained.

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

ARTICLE 9  
TEXTBOOK AND TUITION REIMBURSEMENT

- Sec. 901 PURPOSE: To provide a program whereby permanent and probationary employees of the County are reimbursed for the costs of textbooks, tuition, registration and laboratory fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time.
- Sec. 902 ELIGIBLE EMPLOYEES: Permanent, probationary, full time and part-time employees (on a pro rata basis) are eligible to participate in this program.
- Sec. 903 COURSES ELIGIBLE: The following criteria will be used in determining eligibility for reimbursement:
  - A. Courses must have a reasonable potential for resulting in more effective County service.
  - B. Courses directly related to the employee's occupational field are eligible.
  - C. Courses that are prerequisite to job-related courses are also eligible.
  - D. Job-related courses preparing an employee for promotion in his job field, or a job field for which there are promotional opportunities within County service.
  - E. Graduate course work which is required to receive a job-related Master's Degree is eligible for reimbursement.
  - F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement. A grade of "A" or "B" or its equivalent (Pass for Pass/Fail courses) is required for reimbursement for graduate courses.
  - G. Job-related seminars and workshops offered by professional societies, organizations, or a County training facility shall be eligible for reimbursement when approved by the Department Head:

- H. 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.
- I. Seminars and workshops directly job-related are eligible if offered in conjunction with a recognized college, educational institution or professional organization. The coursework must be recommended and approved by the Department Head.

Sec. 904 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

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

Sec. 905 TEXTBOOK AND TUITION REIMBURSEMENT: The County shall, unless otherwise designated in this MoA, provide for 100% reimbursement of tuition for off-duty, job-related recognized courses up to a maximum of three hundred (\$300) dollars per fiscal year, in accordance with the provisions of the Article. This benefit is to be applied in the fiscal year in which the course work is completed. The Department Head shall not authorize expenditures in excess of the maximum.

Sec. 906 COSTS NOT COVERED: In terms of both time and money, the following costs are not covered by the program:

- A. Courses must be taken on the employee's own time, on compensatory time, or vacation time, or administrative leave approved in advance by the Department/Agency head. The Department Head is encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this section is to not provide for time off with pay.
- B. Neither transportation nor mileage reimbursement are provided for by this program.
- C. Parking fees, meals and other costs not specifically covered in this program will not be paid by the County.

- D. Costs for which reimbursement is received from other sources, except that portion not covered from other sources will be paid by the County up to the maximum as provided by this Article.
- E. Conventions and conferences are not covered by this reimbursement program.

Sec. 907 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Department Head is responsible for the administration of this program. Applications for reimbursement must receive approval by the Department Head prior to the first class session. An official record of grades and receipts must be received by the 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 Department Head. New employees, however, will not be reimbursed until they have completed thirteen (13) bi-weeks of County employment. The Human Resources Director may develop such forms and additional procedures, which he deems necessary to accomplish the intent of this textbook and tuition program.

Sec. 908 USE OF TEXTBOOK & TUITION -OUT OF STATE: An employee shall be entitled to reimbursement for classes/courses taken out of state, provided that all the above criteria are met and it results in no additional cost to the County.

## ARTICLE 10 HOURS OF WORK

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

Sec. 1002 OTHER ALLOWABLE WORK PERIODS: The Department Head may, following communication with the employees involved, assign



employees of the Department to any other schedule which aids the Agency's ability to serve the public if such schedule is not a violation of State or Federal law. The County agrees to consult with VCSCOA prior to the employees being placed on a modified workweek.

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

Sec. 1004 EMPLOYEES WORKING "STRAIGHT" 8-, 10-, or 12-HOUR SHIFTS: Those employees assigned to work a straight eight (8), ten (10) or twelve (12) hour shift schedule shall, respectively, work eight (8), ten (10) or twelve (12) hours straight, inclusive of paid lunch and/or breaks.

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

Sec. 1006 VARIABLE WORK HOUR PROGRAM:

A. DEFINITIONS:

1. VARIABLE WORK HOURS will be defined as either a compressed workweek, or flexible working hours.
2. COMPRESSED WORKWEEK is defined as a workweek schedule, which permits employees to finish their usual number of working hours in fewer days per pay period either by working the normal weekly hours in four days (4/10) or the normal biweekly hours in nine days (9/80).
3. FLEXIBLE WORKING HOURS Flex-time allows an employee to vary his/her start and finish time within County parameters and policies to meet 5/40, 4/10, 9/80 or other schedules. All employees are required to be in the work place during the core hours set by the department. Flex-time work schedules are offered to employees at the discretion of management.

B. CONDITIONS:

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

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

sign an agreement that they have read and understand the program.

Sec. 1007 WORK WEEK FOR FOUR-TWO SHIFT EMPLOYEES: The workweek for those full-time employees assigned a four-two shift is a six-day week and consists of four working days of eight and one-quarter hours per day plus two days off in each week.

ARTICLE 11-A  
OVERTIME  
(To be effective only through July 5, 2014)

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

Sec. 1102 POLICY-LIMITATION ON OVERTIME: It is the County's policy to avoid the necessity for overtime whenever and wherever possible. Overtime work may sometimes be necessary to meet emergency situations, seasonal or peak workload requirements. No employee shall work overtime unless authorized by his Department Head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein. Any employee who is FLSA exempt shall not be paid overtime of any type unless specifically provided herein.

Sec. 1103 DEFINITIONS:

For purposes of this Article only:

- A. A "Designated Work Period" shall consist of seven (7) consecutive days (168 hours).
- B. "Overtime" is defined as time worked by an employee in excess of forty (40) hours in a 168 hour Designated Work Period. Management reserves the right under the FLSA to designate the Work Period for each employee.
- C. "Time Worked" shall include paid compensatory time off, paid annual leave, paid sick leave, paid assigned holidays, paid industrial leave, and paid jury service as provided in Section 2203.

Sec.1104 COMPENSATION FOR HOURS WORKED IN EXCESS OF SCHEDULED WORKWEEK FOR PERSONS EMPLOYED IN THE CLASSIFICATION OF SHERIFF'S SERVICE TECHNICIAN:

- A. Whenever any person entitled to overtime accrual is held to render overtime service, the Department Head may allow such a person a leave of absence with pay for a period of time not exceeding the amount of accrued overtime credit.
- B. Whenever any person is unable to take a leave of absence for overtime service within the same calendar year during which the overtime is earned, such overtime may be either compensated for or carried over into the next calendar year. If such overtime is carried over, it must be taken as compensatory time off during the next calendar year.
- C. Compensation for time and one-half overtime service shall be paid or credited biweekly at the base hourly rate to authorized employees.
- D. Subject to management approval, an employee may accrue up to 180 hours of compensatory time. All over time hours will be paid in cash as it is earned unless the employee elects to apply these hours to their CTO bank. Any overtime hours worked in excess of 180 shall be paid in cash in accordance with the applicable provisions of this Memorandum of Agreement.
  - 1. Accumulated compensatory time off may be taken off by an employee with prior approval of departmental management.
  - 2. All requests for use of compensatory time off shall be in writing, with fourteen (14) days advance notice constituting reasonable notice to receive a leave of absence with pay.
  - 3. In approving and directing compensatory time off, management will accommodate employee convenience to the degree possible in light of operational requirements. CTO requests shall be granted in an amount up to two (2) SST backfilled positions per detention facility to the extent that approving the CTO does not exceed 30% of staff off per shift.
  - 4. CTO requests for less than a full workweek of CTO may be submitted no more than 60 days prior to the date(s) off

requested, and no less than 14 days prior to the date(s) off requested, unless otherwise approved by bureau management or management designee.

5. CTO requests for a full workweek or more may be submitted at any time after the annual leave roster sign-ups are completed and will not take priority over the annual leave roster sign-ups.
  6. Every reasonable effort will be made by the department to approve or deny the requests for less than a full workweek of CTO no later than 10 days before the requested CTO day(s), within the agreed guidelines of operational requirements.
  7. CTO will only be deemed granted when the VCSCOA Member receives written confirmation of approval.
  8. If the specific CTO day requested cannot be granted due to operational requirements, the department will make every reasonable effort to offer another alternative day off within 60 days of the date originally requested. The VCSCOA member will have the opportunity to withdraw his/her CTO request if the alternate day offered is not acceptable to the member.
  9. CTO requests will not be approved for Christmas Eve, New Year's Eve, or the holidays identified and defined in MOA Section 1302, including: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other holiday appointed by the Governor of the State and specifically approved by the County Board of Supervisors.
- E. Any employee who terminates or is terminated shall be paid the hourly equivalent to his salary for each hour of accrued compensatory time off. The compensation resulting from this provision shall be based upon the salary rate in effect for such person on the last day actually worked, spent on authorized leave or spent on authorized time off as compensation for overtime.

Sec. 1105 7 (k) EXEMPTION:

- A. The County herein affirmatively elects the 7(k) partial overtime exemption for Sheriff's Department employees involved in law enforcement activities and represented by VCSCOA. For

purposes of this amendment, said employees include those employed in the classifications of Sheriff's Service Technician I and II.

- B. The work period for Sheriff's Department employees involved in law enforcement activities shall be a 14-day, 86-hour work period. County agrees to notify each employee and make a notation in their personnel record noting the starting time and day of such work period.

Sec. 1106 7 (k) EXEMPTION – FLSA ADJUSTMENT:

- A. Time worked shall include paid compensatory time off, paid annual leave, paid sick leave, paid assigned holidays, paid industrial leave, and paid jury service as provided in Section 2203.
- B. Overtime shall be compensated as provided in Sec. 1104 and 1105 except for the payment of those overtime hours in excess of 86 hours which shall be paid based upon the FLSA definition of "regular" rate of pay. Contractual overtime payment shall be credited towards FLSA minimum overtime where payments are appropriate.

ARTICLE 11-B  
OVERTIME

Effective July 6, 2014, the provisions of Article 11-A shall become null, void, and be completely superseded by the provisions of this Article 11-B.

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

Sec. 1102 POLICY-LIMITATION ON OVERTIME: It is the County's policy to avoid the necessity for overtime whenever and wherever possible. Overtime work may sometimes be necessary to meet emergency situations, seasonal or peak workload requirements. No employee shall work overtime unless authorized by his Department Head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein. Any employee who is FLSA exempt shall not be paid overtime of any type unless specifically provided herein.

Sec. 1103 DEFINITIONS:

For purposes of this Article only:

- A. "Designated Work Period" (DWP) shall consist of fourteen (14) consecutive days (336 hours). Management reserves the right under the FLSA to designate the DWP for each employee.
- B. "FLSA Overtime" is defined as hours actually worked in excess of eighty-six (86) hours in the DWP.
- C. "Contractual Overtime" is defined as "time worked" as defined in sub-section 1103-E, above eighty (80) in a DWP.
- D. Unless specifically provided to the contrary within this Article, "FLSA Hours Worked" shall include only actual hours worked as is provided in the FLSA.
- E. For purposes of determining "Time Worked" for "Contractual Overtime" only, paid compensatory time off, paid annual leave, paid sick leave, paid assigned holidays, paid industrial leave, paid witness service as provided in Section 2202 and paid jury service as provided in Section 2203 shall be counted in addition to actual hours worked. "Time Worked" shall specifically exclude all other leaves.
- F. "Regular Rate of Pay" shall be in strict accord with the provisions of the FLSA.
- G. "Base Rate of Pay" shall mean the employee's hourly rate of pay excluding any premiums, incentives, add-ons or roll-ups.

Sec.1104 OVERTIME COMPENSATION:

- A. Except as provided in "C" below, cash compensation calculated at the FLSA-mandated one and one-half the regular rate of pay shall be paid for all hours actually worked (as per Section 1103-B&D) in excess of eighty-six (86) hours in a 14-day DWP.
- B. Contractual Overtime (all non-"FLSA Overtime") shall be paid at one and one-half (1½) times the base rate of pay minus the percentage increase to that base rate of pay due to the "offsets" described in Section 408 of this 2014-17 MoA.
- C. In lieu of the cash compensation provided by "A" immediately above,

and subject to both management approval and the limitations on use set forth below, an employee may elect to accrue compensatory time off (CTO) provided, however, that should an employee elect to accrue CTO, the employee shall accrue only CTO hours (time) equal to the number of overtime hours (time) actually worked. The half-time premium for overtime hours (time) worked shall be paid in cash at the regular rate of pay. Employees may accrue up to a maximum of one hundred and eighty (180) hours of CTO. Once an employee's CTO "bank" reaches 180 hours, any additional hours shall be paid in cash in accordance with sub-section "A" immediately above until such time as the employee's CTO bank falls below 180 hours.

1. Accumulated CTO may be taken off by an employee with prior approval of departmental management.
2. All requests for use of CTO shall be in writing, with fourteen (14) days advance notice constituting reasonable notice to receive a leave of absence with pay.
3. In approving and directing CTO, management will accommodate employee convenience to the degree possible in light of operational requirements. CTO requests shall be granted in an amount up to two (2) SST backfilled positions per detention facility to the extent that approving the CTO does not exceed 30% of staff off per shift.
4. CTO requests for less than a full workweek of CTO may be submitted no more than 60 days prior to the date(s) off requested, and no less than 14 days prior to the date(s) off requested, unless otherwise approved by bureau management or management designee.
5. CTO requests for a full workweek or more may be submitted at any time after the annual leave roster sign-ups are completed and will not take priority over the annual leave roster sign-ups.
6. Every reasonable effort will be made by the department to approve or deny the requests for less than a full workweek of CTO no later than 10 days before the requested CTO day(s), within the agreed guidelines of operational requirements.
7. CTO will only be deemed granted when the VCSCOA Member receives written confirmation of approval.



- 8. If the specific CTO day requested cannot be granted due to operational requirements, the department will make every reasonable effort to offer another alternative day off within 60 days of the date originally requested. The VCSCOA member will have the opportunity to withdraw his/her CTO request if the alternate day offered is not acceptable to the member.
  - 9. CTO requests will not be approved for Christmas Eve, New Year's Eve, or the holidays identified and defined in MOA Section 1302, including: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other holiday appointed by the Governor of the State and specifically approved by the County Board of Supervisors.
- C. All payments required by the provisions of this MoA not required by the FLSA shall be counted/credited in determining if the County has, in total, satisfied/met any payments mandated by the FLSA.
  - D. Any employee who terminates or is terminated shall be paid the hourly equivalent to his salary for each hour of accrued compensatory time off. The compensation resulting from this provision shall be based upon the salary rate in effect for such person on the last day actually worked, spent on authorized leave or spent on authorized time off as compensation for overtime.

Sec. 1105 7 (k) EXEMPTION:

- A. The County herein affirmatively elects the 7(k) partial overtime exemption for Sheriff's Department employees involved in law enforcement activities and represented by VCSCOA. Said employees are employed in the classifications of Sheriff's Service Technician I and II.
- B. The DWP for Sheriff's Department employees involved in law enforcement activities shall be a 14-day period. The County agrees to notify each employee and make a notation in their personnel record noting the starting time and day of such work period.

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ARTICLE 12  
ANNUAL LEAVE

Sec. 1201 PURPOSE: To provide an annual leave policy which prescribes the manner in which annual leave is accrued and utilized. Annual leave is only authorized for regular, provisional, or part-time employees.

Sec. 1202 ACCRUAL RATES:

A. Full-time employees shall accrue hours of annual leave with pay for each hour of compensation (to a maximum of 80 hours per biweekly work period) according to the following schedule:

<u>Years of Completed Service</u>	<u>Annual Leave Credit Earned per Hour</u>	<u>Annual Leave Accrual</u>
Less than 5	.0769	20 working days
5 but less than 11	.0962	25 working days
11	.1000	26 working days
12	.1038	27 working days
13	.1077	28 working days
14	.1115	29 working days
15 or more	.1154	30 working days

B. Annual leave is earned according to each biweekly pay period of service commencing with the initial anniversary date assigned an employee during his latest period of County employment. Absence without pay and part-time employment shall cause said pay period's accrual of annual leave credits to be reduced on a pro rata basis.

C. Maximum Accrual: Employees shall not accumulate more than 600 hours of annual leave. It is the mutual responsibility of the employee and the Department Head to insure that no employee shall exceed the maximum accrual.

Sec. 1203 MINIMUM ANNUAL LEAVE USE: During the first 26 pay periods of employment, employees shall not be required to use annual leave; thereafter, employees shall be required to use no less than eighty (80) hours of annual leave in each succeeding 26 pay periods of employment.

Sec. 1204 ANNUAL LEAVE REDEMPTION: Upon using eighty (80) hours of annual leave in the prior 12 months, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of accrued annual leave at his current base hourly salary rate. Such an employee

must have a minimum of forty (40) hours of accrued annual leave after the payment.

- A. For employees hired prior to May 11, 2014, a request for payment in lieu of eighty (80) hours of annual leave accrual under this section shall not be made more than once per calendar year. A request for payment in lieu of forty (40) hours of annual leave accrual shall not be made more than twice per calendar year, provided, however, in no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) in any one calendar year.
- B. For employees hired upon or after May 11, 2014, a request for payment in lieu of eighty (80) hours of annual leave accrual under this section shall not be made more than once every twelve (12) months. A request for payment in lieu of forty (40) hours of annual leave accrual shall not be made more than twice in any twelve (12) month period provided, however, in no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) in any twelve (12) month period.

Sec. 1205 ADVANCED ANNUAL LEAVE CREDIT: New full-time employees shall receive seven (7) biweekly pay periods of advanced annual leave accruals as of the date of hire. Said annual leave advancement shall be balanced upon completion of seven (7) biweekly pay periods of service or upon earlier separation.

Sec. 1206 ANNUAL LEAVE USAGE:

- A. The Department Head shall be responsible for scheduling the annual leave periods of his employees in such a manner as to achieve the most efficient functioning of the department and of the County service. The appointing authority shall determine when annual leave will be taken.
- B. Employees claiming illness or injury as grounds for unscheduled usage of annual leave may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness. Any person absent from work shall notify his Department Head on the first day of such leave and as often thereafter as directed by his Department Head. The Human Resources Director or the Department Head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

- C. An employee absent due to his illness or injury for more than 5 consecutive work days shall not be entitled to use annual leave for his absence on any day after the 5 days unless and until he presents to his appointing authority a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of 5 consecutive work days due to illness or accident may, at the discretion of his appointing authority or the County Human Resources Director be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Human Resources Director and shall be at County expense.

Sec. 1207 PAY FOR ANNUAL LEAVE ON TERMINATION: Any employee who terminates or who is terminated shall be paid at the then prevailing hourly rate of pay for each hour earned of annual leave based on the pay rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

Sec. 1208 RATE OF PAY WHILE ON ANNUAL LEAVE: While on annual leave, employees shall be compensated at the same salary rate they would have received if they had been on the job.

Sec. 1209 ANNUAL LEAVE WHILE ON TEMPORARY DISABILITY LEAVE WITHOUT PAY: An employee who is on temporary disability leave of absence without pay as provided for in these Articles, shall accrue annual leave during the period he is on such temporary disability leave without pay.

Sec. 1210 USE OF ANNUAL LEAVE WHEN PERMANENTLY INCAPACITATED: Annual leave shall not be used to continue the salary of any employee after it has been determined by the County's Employee Health Services physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement. Annual leave credits may be utilized by such employee until such a determination has been made and appropriate action has been taken by the Ventura County Retirement Board.

Sec. 1211 DISABILITY INCOME PROTECTION PLAN:

- A. The County will provide a Disability Income Protection Plan for full-time employees.
- B. The Disability Income Protection Plan shall have a waiting period

of 30 calendar days before the benefits shall be extended to an employee. The benefits shall continue to a maximum of two years for illness or five years for injury. The maximum allowable benefits shall be 60% of the first \$3,500 of the monthly salary to a \$2,100 maximum benefit subject to the terms and conditions of the Disability Income Protection Plan.

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

Sec. 1212 MAINTENANCE OF SICK LEAVE ACCRUAL BANKS:

A. Sick Leave

1. Employees may continue to maintain their sick leave banks in effect at the time of implementation of the annual leave program.
2. In lieu of the cash payment provided for in Section 1407, an employee may elect to be credited for 50% of sick leave accumulated as of the date of retirement and such sick leave credit shall be deemed to be in addition to service credit pursuant to Government Code Section 31641.03.
3. Employees desiring unscheduled time off shall use accumulated sick leave prior to using annual leave.

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 his 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 feast, 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 permanent, 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 a 9/80 work schedule, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours.

Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above.

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

- B. Permanent part-time employees shall be granted the leave provided under (A) above on a pro rata basis.
- C. It is the intent of the parties that to honor those who have served in the armed forces of the United States, effective November 11, 2014, the County's offices/operations will generally be closed (subject to customary and/or exigent circumstances requiring some to remain open) and that day be designated as a paid, assigned holiday. Both parties recognize that for such closure and designation to occur, it is necessary that agreement to do so must

first be reached within the context of ongoing and/or immediately upcoming collective bargaining with the other employee organizations recognized by the County to represent its employees. The County agrees to pursue this issue with those other organizations within the context of collective bargaining so as to cause this observance and designation to occur on November 11, 2014, provided, however, both parties recognize and agree that should agreement with all other organizations not be timely reached, then the effective date of implementation will be the first Veterans Day following agreement by all.

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 the 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 twelve (12) hours. Holidays for part-time employees shall be pro-rated based upon the total number of hours regularly worked.

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 holiday, such straight time pay not to exceed twelve (12) hours per holiday.

Any such employee whose regularly scheduled day off falls on a paid assigned holiday, shall be credited with annual leave hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve (12) hours.

#### ARTICLE 14 SICK LEAVE

Sec. 1401 HISTORICAL SICK LEAVE PROVISIONS: For historical purposes, current employees in classifications represented by VCSCOA earn annual leave and do not earn sick leave. The language in this Article is included in order to set forth benefits for those employees who had previously earned sick leave and may have some sick leave hours remaining in their sick leave banks as of the effective date of this MoA.

Sec. 1402 MAXIMUM SICK LEAVE ACCRUAL: The maximum allowable sick leave accrual shall be eight hundred (800) hours 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 his July 11, 1976, accrual total as his new individual sick leave accrual limit; or (b) electing eight hundred hours as his 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 his hours over the accrual maximum.

Sec. 1403 APPROPRIATE USES OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:

- A. Absence caused by illness or injury of an employee.
- B. Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the agency or department head.
- C. Maternity leave as provided in these Articles.
- D. Unless authorized by the Human Resources Director, 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 his immediate family. For the purposes of this Section, "immediate family" shall mean the husband, wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law of employee.
- E. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification of a physician that such usage is medically required.
- F. If otherwise eligible, sick leave, annual leave, vacation, or compensatory time may be used in conjunction with either State Disability Insurance or County's Disability Income Protection Program in order to receive an amount equal to the biweekly



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

Sec. 1404 DEPARTMENTAL RESPONSIBILITY FOR ADMINISTRATION: The 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 the Department Head on the first day of such leave and as often thereafter as directed by the Department Head. The Human Resources Director or the Department Head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

Sec. 1405 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his absence on any day after the five days unless and until he presents to his appointing authority a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of his appointing authority or the Human Resources Director, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Human Resources Director and shall be at County expense.

Sec. 1406 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. 1407 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION OR RETIREMENT: The County shall make a cash payment of 25% of all unused sick leave upon occurrence of the following:

- A. All employees with (10) ten years or more of continuous County service shall upon retirement or termination, except discharge for cause, receive a cash payment of 25% of their unused sick leave balance.
- B. The amount of all payment prescribed by this Section shall be computed on the basis of the hourly rate equivalent of the

employee's base salary on the last day worked.

- Sec. 1408 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly salary rate earnable by the employee on each day that he is on sick leave.
- Sec. 1409 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 Employee Health Services Physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement. Sick leave may not be utilized by such employee after such determination has been made in conformance with Section 4850 of the California Labor Code and/or County Retirement Board.
- Sec. 1410 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. 1411 SICK LEAVE BENEFITS FOR PART-TIME EMPLOYEES: Usage of any sick leave benefits shall be governed by these Articles.

## 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 three (3) scheduled work shifts of such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by Risk Management.
- 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 his duties during a rehabilitation period.

If the above conditions are met, such individual shall be paid for the first three (3) scheduled work shifts of absence 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 his 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 annual leave to receive full compensation for the initial twenty-four (24) working hours following the accident 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 his accumulated sick leave or accumulated annual leave so as when added to his temporary disability indemnity, it will result in payment to him of his full salary.
- Sec. 1506 EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY: An employee who has exhausted his industrial leave with pay as provided in Section 1502 of these Articles and who is entitled to receive temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed to be on temporary disability leave of absence without pay. This temporary disability leave of absence shall terminate when such employee returns to work or when such employee is no longer entitled to receive temporary disability indemnity under Division 4 or 4.5 of the Labor Code.
- Sec. 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 ANNUAL LEAVE 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 annual leave 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: Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training or assisting other public jurisdictions, may be granted by the appointing authority not to exceed one year when such leave is in the best interest of the County. Additional leave for the same purposes may be granted by the Human Resources Director 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 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 from the appointing authority.
- Sec. 1604 ANNIVERSARY DATE AND SALARY INCREASE ADJUSTMENT FOLLOWING LEAVE: Whenever an employee returns from a leave of absence without pay, his anniversary date shall be adjusted. Such employee shall be required to work the number of hours equivalent to the number which preceded his anniversary date immediately prior to his being placed on a leave of absence without pay. When the equivalent number of hours has been worked, such employee shall have his anniversary date adjusted. If the leave of absence was for one pay period or less, then the provisions of this Section shall not apply and such employee shall be treated as if he had not been on a leave of absence without pay. If the date upon which the equivalent number of hours worked falls on or before the fifth working day of the pay period, his anniversary date shall become the first day of such pay period. If he shall complete such work on or after the sixth working day of the pay period, then his anniversary date shall become the first day of the pay period immediately following the date he completes such work.
- Sec. 1605 BEREAVEMENT LEAVE: Any regular employee may be allowed to be absent from duty for up to three (3) working days without loss of pay because of the death of a member of his immediate family. The employee may elect to use vacation, annual leave or sick leave to insure three (3) full days off. 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 annual leave, 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, parent, brother, sister, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-parent of an employee.
- Sec. 1606 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. 1607 LENGTH OF MATERNITY LEAVE: A maternity leave of absence without pay shall be granted by the appointing authority in accordance with the minimum provided under State/Federal law. Additional leave, up to a total combined maximum of one year, may be granted by the appointing authority.

Sec. 1608 PARENTHOOD LEAVE: Upon approval by the department/agency head, an employee may be granted a Parenthood Leave without pay of up to six (6) months in connection with the legal adoption of a child provided the employee meets the following conditions:

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

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

## ARTICLE 17 PART-TIME EMPLOYEES

Sec. 1701 DEFINITION AND BENEFITS, IN GENERAL: Except as provided in Sec. 701, benefits for employees designated as part-time who

regularly work less than eighty (80) hours per biweekly pay period and who work less than 1664 hours per calendar year shall be limited to those specifically provided in this MoA. Such benefits shall accrue on a pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80) in a biweekly pay period. This Section shall not apply to employees involuntarily placed on a part-time schedule.

## ARTICLE 18 PROBATIONARY PERIOD

Sec. 1801 LENGTH OF PROBATIONARY PERIOD: The probationary period is 1,040 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 reemployed following layoff or reinstated to a formerly held classification following a reduction in force who are so reemployed or reinstated within ninety (90) calendar days of such layoff or demotion and who are reemployed or reinstated within the department shall not serve a new probationary period.
4. Persons appointed from County service reinstatement eligible lists.

Prior service in an extra help, intermittent, or provisional 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 department/agency in which such employee is employed.

Sec. 1803 EXTENSION OF PROBATIONARY PERIOD: Employees serving a probationary period may request and the Department Head on his own initiative may authorize an extension of the probationary period of an

additional one to thirteen pay periods where insufficient training, marginal performance and other related factors warrant such extension. This authorization shall be in writing. The Department Head shall give two (2) weeks notice to the Human Resources Director and the employee of any extension and the reasons therefore.

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

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 Human Resources Director three months from the date of appointment and at least ten days before the end of the probationary period. The Human Resources Director 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 his probationary period, except if the cause warrants action to dismiss him from the County Service, shall return to the position in which he held permanent status, if vacant, or any other vacant position in his former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in his permanent personnel file. Upon a return to his former position in the same department, the employee shall not serve a new probationary period. In the absence of such vacancy in the department in which he held permanent status, the dismissed probationary employee may either:

- A. Accept a position in the same class in another department or agency if a vacancy exists, and serve another probationary period; or
- B. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he held permanent status, with the right to be restored to his original classification when the first vacancy occurs. He need not serve a



new probationary period if he accepts a voluntary demotion.

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

## ARTICLE 19 PERFORMANCE REVIEWS

- Sec. 1901 ADMINISTRATION OF EVALUATION PROGRAM: Performance appraisal reports shall be prepared, discussed with each employee, and submitted to the Human Resources Director no later than fifteen (15) days prior to the employee's anniversary date. One copy of each fully completed and signed report shall be given to the employee.
- 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. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the division, Department Head, or to the Human Resources Director. 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 appraisals reports shall be confidential and shall be made available as required to the employee, appointing authority, Human Resources Director, and the Arbitrator. The employee may designate in writing that his VCSCOA 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 as it is developed.
- Sec. 2002 UNFAVORABLE REPORTS ON PERFORMANCE (Counseling Memos, Written Admonishments, and Reprimands): If upon such counseling an employee's performance does not improve and disciplinary action could result, a written report shall be prepared by the supervisor, including specific suggestions for corrective actions, if appropriate. A copy shall be given to the employee and a copy filed in his personnel file. Provided no additional report has been issued during the intervening period, each report shall be removed from the employee's file at the end of two years if requested by the employee. The County agrees that such reports shall not be submitted nor should any reference be made to such reports by the County in Civil Service Commission hearings or arbitrations arising from appeals or grievances after the two-year period provided for under this Section.
- Sec. 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 ACKNOWLEDGMENT OF MATERIAL PLACED IN PERSONNEL FILE: No material relating to performance appraisal, salary action or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that, although such signature indicates acknowledgment, it does not necessarily indicate signature on the material to be filed with the understanding that, although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his 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 his personnel file, or he may designate in writing his VCSCOA representative to inspect the file.

ARTICLE 22  
ADDITIONAL EMPLOYEE BENEFITS

Sec. 2201 DEFERRED COMPENSATION: Employees in the units covered by this agreement may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401(k) Plan must contribute at least two and one-half percent (2.5%) of salary and the County shall match two and one-half percent (2.5%).

Sec. 2202 SERVING AS WITNESS: No deductions shall be made from the salary of a regular employee for an absence from work when subpoenaed to appear in court as a witness, other than as a litigant. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee. Any fee or compensation for the service itself must be returned to the County for any days of absence for which the employee receives salary as for a day worked, except that if such service occurred during the employee's vacation or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.

Sec. 2203 JURY SERVICE: No deductions shall be made from the salary of a regular employee absent from work when required to appear in court as a juror. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor. The absence of an employee for the purpose as described above shall be reported to the appointing authority on the biweekly time report submitted to the County Auditor.

Sec. 2204 PARKING SPACE:

- A. The County shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.
- B. Notwithstanding the provisions of Article 33, VCSCOA agrees to reopen negotiations within fifteen (15) days of a written request by the County to meet and confer over the implementation of

methods or procedures to assist the County in meeting its Rule 211 requirements. Topics for negotiations would include, but not be limited to, mandatory ride sharing.

Sec. 2205 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. 2206 SAFETY SHOE REIMBURSEMENT: Effective July 1st of each year, employees who have attained permanent status and whom the appointing authority has determined must wear safety shoes, shall be eligible to receive \$125.00 as reimbursement towards expenses incurred by his purchase and/or maintenance of such shoes for wear on the job. An employee who has not attained permanent status shall become eligible for reimbursement upon successfully completing his probationary period. For purposes of this Section, "permanent status" means the completion of an initial probationary period defined in Article 18 of this Agreement. The parties recognize and agree that payment of this reimbursement completely satisfies any obligation the County may have with respect to the provisions of safety shoes.

## ARTICLE 23 TRANSFERS

Sec. 2301 DEFINITION: A transfer is a change from one department or agency to another in the same or similar classification, or a change from one class to a similar class within a County department or agency.

Sec. 2302 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. 2303 SALARY RATE AND ANNIVERSARY DATE ON TRANSFER: If the transfer occurs within the County Service, there shall be no change in salary rate or anniversary date. Any regular employee may be transferred from one position to another in either the same classification or to one, which has the same salary range. An employee so transferred shall retain his anniversary date.

Sec. 2304 PROBATIONARY PERIOD ON TRANSFER: If transfer occurs within the County Service, the employee shall not be required to serve another probationary period.

- Sec. 2305 APPROVAL OF TRANSFER: All transfers must have the written approval of the appointing authorities concerned and the Human Resources Director.
- Sec. 2306 SALARY RATE AND ANNIVERSARY DATE ON INVOLUNTARY TRANSFER: Whenever an employee is involuntarily transferred to a position in a different classification having the same salary range as his former position, he shall retain his salary rate and his anniversary date.
- Sec. 2307 WRITTEN REQUEST FOR TRANSFER: Any employee wanting to transfer shall submit a request in writing to the Human Resources Director indicating his desire to transfer, his present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 2308 CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER: Whenever the Human Resources Director receives a request for certification of eligibles to an appointing authority, all persons who, within one year from the date of the certification request, have requested a transfer shall have their names submitted to the appointing authority for consideration for appointment and shall be so notified. Such consideration shall be made in accordance with the provision of Section 808 of the Ventura County Personnel Rules and Regulations.
- Sec. 2309 TRANSFER WITHIN DEPARTMENT: An employee desiring transfer to another position within the Department may request consideration for transfer by memo to the designated 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.

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

- Sec. 2310 DURATION OF TRANSFER REQUEST: Except as provided in Section 2409 and notwithstanding any other consideration, a transfer request shall not be honored for more than one year. In addition, a transfer request may be invalidated for any of the following reasons:
- A. The person has accepted a transfer, which resulted from the specific transfer request.
  - B. The person no longer has status in the County service as a

regular employee.

- C. The person requests that his name be removed from consideration.
- D. The person refuses an offer of appointment.
- E. The person is refused appointment by three (3) appointing authorities.
- F. The person fails to appear for a selection interview once he has been notified of his eligibility for consideration.

## ARTICLE 24 REDUCTIONS IN FORCE

Sec. 2401 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 twenty-six (26) pay periods.
- D. Employees shall be laid off in the following order:
  - 1. Extra help employees
  - 2. Provisional employees
  - 3. Fixed term (only those positions filled with Regular Permanent and Regular Probationary employees)
  - 4. Temporarily promoted employees
  - 5. Probationary employees
  - 6. Employees, who, within the twenty-six (26) pay periods immediately prior to the layoff, have received a disciplinary suspension of more than one day, or a demotion or reduction in pay equivalent to a suspension of more than one day. If an employee has been demoted as a result of this provision then, for further reduction in force decisions, such disciplinary action will not be considered.
  - 7. Permanent employees.

Sec. 2402 SENIORITY: Seniority shall be determined by each employee's continuous County service. All uninterrupted employment with the County, including all time served as a provisional, probationary, limited term or permanent part-time employee, shall be counted as continuous

County service seniority. A separation from the County service shall be the only cause for interrupting employment with the County. A separation of three or fewer days shall not be considered a break in service. All authorized leaves of absence shall not constitute a break in service, but all time spent on a leave of absence shall not count toward seniority and all seniority dates shall be adjusted by an amount of time equal to the time spent on such leave of absence.

Sec. 2403 ORDER OF LAYOFF: The determination of which employee(s) shall be laid off shall be made within the Department on a classification by classification basis. The County shall designate classification(s) to be affected. The order of layoff shall be determined by length of seniority.

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

Sec. 2404 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 department for which he is qualified. The provisions of these Articles shall govern such transfers and/or voluntary demotions and transfers. If there are two or more employees to be laid off and they opt to exercise this right and request to transfer and/or demote and transfer to the same vacant position, then the employee with the greatest seniority shall have the right to fill such vacancies. If the seniority status of these employees is equal, the appointing authority shall have the right to fill such vacancy.

Sec. 2405 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 class within his 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 class in another bargaining unit, then the layoff procedures applicable to that bargaining unit shall be controlling. There does not need to be a vacant position within the classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee was demoted, then such layoff shall be made in accordance with the provisions of the agreement which is controlling for the classification.

Sec. 2406 REEMPLOYMENT: All persons who have been laid off as a result of a reduction in workforce shall have their names placed on a

Reemployment Eligible List for the classification in which they were employed immediately prior to being laid off. There shall be two Reemployment Eligible Lists: one which includes only the names of the laid off employees within a department, and the other which has the names of all other County employees who were laid off. The 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 years following the date that their name was placed on such eligible list, or until they have been reemployed, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the Ventura County Personnel Rules and Regulations, whichever occurs first. Eligibles on the reemployment list shall be reappointed to vacant positions as they occur in the classification and department in which they were employed immediately prior to layoff. Such eligibles shall be interviewed for consideration for reappointment to vacant positions in other agencies/ departments in the classification in which they were employed immediately prior to layoff.

Sec. 2407 CLASSIFICATION REINSTATEMENT: All employees who have demoted to a lower classification as a result of a reduction in workforce shall have their names placed on a Classification Reinstatement List for the classification from which they were demoted. There shall be two Classification Reinstatement Lists: one which includes only the names of the demoted employees within a department, and the other which has the names of all other County employees who were demoted from the specific classification. The 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 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. Eligibles on the Reinstatement List shall be reappointed to vacant positions as they occur in the classification in which they were employed immediately prior to layoff. Such eligibles shall be interviewed for consideration for reappointment to vacant positions in other agencies/departments in the classification in which they were employed immediately prior to layoff.



Sec. 2408 RESTORATION OF BENEFITS:

- A. Sick Leave - For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are reappointed. Whenever a person becomes ineligible for reemployment and such person has not been reemployed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Section 1408 of this MoA.
- B. Seniority - For laid off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated and all time spent on layoff shall be treated as an authorized leave of absence without pay for seniority purposes.
- C. Salary - Laid off employees who are reemployed, or demoted employees who are reinstated to the classification demoted from, shall receive salary equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the salary range of the classification, whichever is less, upon reemployment or classification reinstatement.
- D. Annual Leave Accrual Rates - Laid off employees who are re-employed shall have the annual leave accrual rate they held immediately prior to layoff restored.
- E. Anniversary Dates for Purposes of Merit Increases - Upon re-employment, a laid off employee's anniversary date shall be adjusted in accordance with the provisions of Section 519 of this MoA.
- 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.

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Sec. 2409 PRIORITY OF LISTS: The order of priority of eligible lists for certification to an appointing authority shall be: Classification Reinstatement List, Reemployment List, Department/Agency Promotional List, Countywide Promotional List, County Service Reinstatement List, and Open List.

#### ARTICLE 25 PRODUCTIVITY

For the duration of this MoA, VCSCOA and Management agree to jointly support efforts to increase efficiency, effectiveness, productivity, and economy in all operations through improving methods, reducing waste, and in exploring and implementing change that will contribute to sound, effective, economical County government.

#### ARTICLE 26 NO STRIKE/NO LOCKOUT

During the term of this MoA, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by VCSCOA, 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 27 NON-DISCRIMINATION

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

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

#### ARTICLE 28 COUNTY RIGHTS

It is the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reason, classify and reclassify positions, and determine the methods, means, and personnel by which the County's operations are to be conducted; provided, however, that the exercise and retention of such rights do not

preclude employees or their representatives from consulting about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

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

## ARTICLE 29 VCSCOA RIGHTS

Sec. 2901 ASSOCIATION BUSINESS AND PAID WORK TIME: The County agrees to authorize up to three hundred thirty four (334) hours per year of paid release time from a regularly scheduled shift for use by up to seven (7) County employees who are members of the Board of Directors of VCSCOA to attend VCSCOA Board meetings and recognized employee organization conferences/training. In addition, the President of VCSCOA shall be allowed to use paid association leave time to attend County of Ventura Board of Supervisors (BoS) meetings and Ventura County Employees' Retirement Association (VCERA) board meetings to specifically address agenda item(s) that directly affect classifications covered by this Agreement. The President of VCSCOA, one of the seven (7) County employees noted, shall administer the use of said paid time off and be responsible for obtaining departmental approval five days prior to the shift affected for release of the designated employee(s). The department head may decline to release the designated employee(s) if VCSCOA fails to provide the required notice, the request presents an operational problem for the department or there is no VCERA or BoS agenda item that directly affects classifications represented by VCSCOA. In addition, VCSCOA paid staff are authorized to visit workstations of Board members to obtain signatures on official VCSCOA documents.

It is understood that the monthly VCSCOA Board meetings are held once per month. VCSCOA Board members scheduled to work the day of the regularly scheduled Board meetings will receive paid County time off for three (3) hours to travel to, attend, and return from said meeting.

It is further agreed that officers, executive board members, and stewards will conduct all other Association business, except for time spent in negotiations, grievance resolution, and testifying before the Civil Service Commission or an arbitration hearing on their own time by utilizing annual leave or leave without pay.

Sec. 2902 ASSOCIATION REPRESENTATIVES: The County affirms the right and recognizes the necessity of the Association to designate employees as representatives. It is agreed by the County and the Association that the purpose of all representatives is to promote an effective relationship between the County and the Association by assisting in settling grievances at the lowest possible level of the grievance procedure.

A. Representatives -The Association may designate up to twelve (12) representatives to represent employees in the processing of grievances, appeals from disciplinary action, and their formal appeals subject to the following rules and procedure:

1. The Association, on a quarterly basis, shall furnish the Human Resources Director with a written list identifying by name and assigned work areas all representatives and the list shall be kept current by the Association.
2. The Association will designate only employees who have passed an initial probationary period and have been designated as permanent.
3. The Department Head may meet with the President of VCSCOA, or a designee regarding the placement of representatives in each worksite. The placement and number of representatives may be changed by mutual agreement between the President or designee, and the Department Head or designee.

B. Representational Duties:

1. When requested by an employee, a representative may assist in the preparation and presentation of a formal grievance.
2. After notifying and receiving approval of his/her immediate supervisor, a representative shall be allowed reasonable time off during working hours (without loss of time or pay) to present such formal grievances. The immediate supervisor will authorize the representative to leave his or her work unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the representative of the reasons for the denial and establish an alternate time when the representative can reasonably be expected to be released from his or her work assignment.

3. When a representative desires to contact an employee at his/her work location, the representative shall first contact the immediate supervisor of that employee to make an appointment, advise him/her of the nature of the business, and obtain the permission to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the representative when he/she can reasonably expect to contact the employee. Where this prohibition extends beyond one (1) working day, the time limits of the grievance procedure shall be extended for the length of the delay.
4. A representative's interview or discussions with an employee on County time will be handled expeditiously. A representative is authorized by the Association to act on behalf of VCSCOA.
5. Any disputes arising from the use or placement of representatives which cannot be resolved between VCSCOA and the Department shall be referred immediately to the Director-Human Resources who will attempt to resolve the matter.
6. The representatives shall be required and held accountable to complete their usual work assignments and shall not be authorized to work overtime to accomplish work, which would otherwise be part of their normal assignment.

C. Representatives may also perform the following duties:

- Witness at investigatory (Weingarten) meetings with employees (on County time).
- Conducting new employee orientation (Representative's own time).
- Distributing Association information (Representative's own time).

Representatives will not be authorized to use County-paid time for any other activities unless authorized by the Department Head or his designee.

Sec. 2903 NEGOTIATING COMMITTEE: The committee authorized by VCSCOA to consult, meet and confer, or negotiate collectively shall consist of

not more than the President and three (3) employees who are compensated for hours spent in negotiations. Employee members will be paid by the County for the time spent in negotiations with management, but only for the straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held between 8:00 a.m. and 5:00 p.m. whenever possible and at a time and place mutually acceptable to all parties. Additional employee members shall be compensated when approval and authorization for such payment has been made by the County.

Sec. 2904 EMPLOYEE ORIENTATION: When invited to do so by the Department Head staff or employee representatives of VCSCOA may participate in training or orientation sessions for employees in the department.

Sec. 2905 EMPLOYEE LISTS: The County shall furnish VCSCOA on a biweekly basis a listing of new employees hired and employees terminated within VCSCOA

Sec. 2906 ASSOCIATION SPONSORED DEDUCTIONS: In the event VCSCOA wishes to utilize a new payroll deduction code for an Association-sponsored activity, VCSCOA 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, VCSCOA 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 Association.

The County and VCSCOA 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 VCSCOA-sponsored deductions codes.

Sec. 2907 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 VCSCOA and between the paid staff of VCSCOA and such employees, provided that:

- A. Paid staff of VCSCOA 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 Sheriff or his designated representative.

Sec. 2908 MEETING SPACE: Upon written request of VCSCOA, the County may provide meeting space outside working hours, provided such place is available and VCSCOA 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. 2909 BULLETIN BOARDS: The County will designate a bulletin board or a portion of an existing bulletin board in the Department for the exclusive use of VCSCOA. The space allotted shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the Department Head or his designated representatives. If the Department Head objects to the contents of such material, he shall immediately notify VCSCOA staff or its representative. Such material shall be removed from the board, based upon the Department Head's objections and if an agreement cannot be reached between VCSCOA and the Department Head, the matter shall be immediately referred to the Human Resources Director for resolution. If either party objects to the Human Resources Director's decision, he has the alternative of filing an unfair labor practice charge before the Civil Service Commission. VCSCOA is responsible for posting material upon the designated bulletin board and for neat and orderly maintenance thereof. Such material shall be signed and dated by a steward, officer, or staff member of VCSCOA.

Sec. 2910 DISPLAY OF MATERIALS: Within the non-working areas of all departments, a specific area shall be provided to be used for the display and distribution of VCSCOA materials and information. Regulations governing said display and distribution shall be the same as those contained in Section 2908 of this Article.

Sec. 2911 UNIT DETERMINATIONS: The parties agree that Article 20 Sections 2011 and 2012 of the Ventura County Personnel Rules and Regulations shall be removed from the jurisdiction of the Civil Service Commission. Jurisdiction to make determinations as to decertification or modification of any unit(s) represented by VCSCOA shall be submitted to arbitration. The cost of arbitration shall be divided equally between VCSCOA, the moving party, and the County. The decision of the arbitrator shall be final and binding.

Sec. 2912 ASSOCIATION SECURITY: Maintenance of Membership/Modified Agency Shop:

- A. All Unit employees who on the effective date of the MOA are members of VCSCOA and all such employees who thereafter voluntarily become members of VCSCOA shall maintain their membership in VCSCOA, subject to:
  - 1. The right to resign from membership during the last ten days of the fiscal year and to pay a representation service fee in lieu of membership.
  
- B. All Unit employees hired after February 13, 1996, who choose not to become members of VCSCOA shall be required to pay to VCSCOA a representation service fee. The representation service fee represents the employee's proportionate share of VCSCOA's cost of legally authorized representation services on behalf of Unit employees in their labor relations with the County. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Unit employees who are members of VCSCOA. VCSCOA shall provide affected Unit employees with the financial information required by applicable law.
  
- C. The representation service fee arrangement provided by this section may be rescinded by majority vote of all employees represented by VCSCOA provided that:
  - 1. A request for such vote is supported by petition containing the signatures of at least thirty percent (30%) of the employees represented by VCSCOA.
  - 2. In no event shall there be more than one vote taken during any open contract year. The sufficiency of petitions shall be determined, and the election conducted by the State Conciliation Service.
  
- D. VCSCOA shall make available to Unit employees required to pay a representation service fee under this section, at its expense, an escrow and administrative appeals procedure for challenging the amount of that fee in compliance with the requirements of applicable law.
  
- E. VCSCOA agrees to fully indemnify the County and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken by or on behalf of the County under this section.



Sec. 2913 DRUG AND ALCOHOL TESTING: VCSCOA and the County agree to implement the County of Ventura Drug and Alcohol Testing Policy with respect to transportation employees dated May 1, 1995.

ARTICLE 30  
GRIEVANCE PROCEDURE

Sec. 3001 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 MoA.
- B. The sections of the Personnel Rules and Regulations incorporated into this agreement as set forth herein.
- C. Existing written policies affecting an employee's terms and conditions of employment.
- D. Written reprimands which shall not be subject to the provisions of Article 21 of the Personnel Rules and Regulations nor reviewable under any administrative procedure other than this grievance procedure.

Sec. 3002 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 3001, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

- A. All disciplinary appeals.
- B. All appeals arising from examinations.
- C. Performance review evaluations.
- D. Those which would require modification of a policy established by the Board of Supervisors or by law.
- E. Ventura County Personnel Rules and Regulations not specifically included herein in whole or by reference.

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Sec. 3003 PROCEDURE:

1. Informal Discussion

- A. Within twenty-one (21) calendar days from the date of the action causing the complaint, the grievant shall discuss his complaint in a meeting on County time with his immediate supervisor. In the case of a complaint of illegal discrimination, the employee has the option of discussing it with a member of the Department Affirmative Action Committee or the Department Affirmative Action Officer.
- B. Within seven (7) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor:

- A. Within seven (7) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form, furnished by the County. Such written grievance shall:
  - 1. Fully describe the grievance and how the employee was adversely affected;
  - 2. Set forth the section(s) of the Memorandum of Agreement, Personnel Rules and Regulations, and/or written policies violated;
  - 3. Indicate the date(s) of the incident(s) grieved;
  - 4. Specify the remedy or solution to the grievance sought by the employee.
- B. Within seven (7) calendar days the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Division Head

- A. Within seven (7) calendar days from his receipt of the

decision at Step 1, the employee may appeal to his division head. The original copy of the grievance form shall be submitted.

- B. Within seven (7) calendar days from receipt of the grievance, the division head shall meet with the employee and give his answer in writing. The employee may be accompanied by his designated representative at such a meeting.

4. Formal Complaint - Step 3, Department Head

- A. Within seven (7) calendar days from his receipt of the decision at Step 2, the employee may appeal to the Department Head. The original copy of the grievance form, with the reasons in writing for his dissatisfaction with the answer given by the division head, shall be submitted.
- B. Within five (5) calendar days after receiving the completed grievance form the Department Head or his designated representative shall meet with the employee and they shall thoroughly discuss the grievance. The Department Head shall give his written decision within fifteen (15) calendar days after the discussion.

On matters that do not concern or involve the interpretation or application of the specific terms and provision of the MoA or past practice within the department, the written decision of the Department Head shall be final as to the disposition of matters within his authority.

Sec. 3004 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by VCSCOA by submitting a letter requesting that the grievance be submitted to arbitration to the Human Resources Director within ten (10) calendar days after the department/agency head renders a decision. Prior to submitting the matter to arbitration, the Human Resources Director, or his designee, may meet with VCSCOA in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the Chief Administrative Officer (CAO) for his approval. The CAO shall advise the parties of his decision within ten (10) calendar days after the receipt of the proposed resolution. If the CAO concurs

with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CAO rejects the agreement or fails to respond within the ten (10) working days described above, VCSCOA 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 VCSCOA and the Human Resources Director or her designee.

- B. The Arbitrator shall be selected by mutual agreement from a panel of five arbitrators who comprise a permanent panel agreed to by the parties. 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.
- 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 MoA, but shall determine only whether or not there has been a violation of the MoA 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, VCSCOA, and the employee affected, subject to judicial review.
- E. If either the County or VCSCOA shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MoA, 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. 3005 MEDIATION: Prior to an arbitration hearing, VCSCOA and the County, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of VCSCOA 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. 3006 WAIVER AND LIMITS: Grievances may, by mutual agreement, be referred back for further consideration or discussion to prior steps or advance to a higher step in the grievance procedure. Time limits specified in the grievance procedure of this Agreement may be waived by mutual written agreement. Should the County fail to respond orally and/or in writing when required within the specific time limits, the grievance shall be automatically progressed into the next step of the grievance procedure. Likewise, should VCSCOA 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. 3007 TIME OFF FOR GRIEVANCE RESOLUTION: An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by his appointing authority to process, prepare and resolve his grievance.

Sec. 3008 GRIEVANCES AND RULES OR MEMORANDA CHANGES: Grievances shall be arbitrated on the basis of the Rules, Memorandum, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.

## ARTICLE 31 DISCIPLINARY ARBITRATION

Sec. 3101 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. 3102 WRITTEN ORDER FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, AND 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 3103 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 Human Resources Director and VCSCOA.
- 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 VCSCOA 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 his right to request that VCSCOA submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that Notice must be filed with the Human Resources Director and VCSCOA.

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. 3103 CAUSES FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, AND 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. 3104 DISCIPLINARY REDUCTION IN SALARY: In accordance with the necessity for taking disciplinary action, the salary of a VCSCOA represented employee may be reduced by either 2 .5% or 5% for a period of time not to exceed thirteen (13) pay periods for any one offense.
- Sec. 3105 SUSPENSION WITHOUT PAY: Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no salary shall be paid the suspended employee for the duration of his suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of vacation and sick leave accruals.
- Sec. 3106 DEMOTION: The employee may be demoted to a classification, which has a lower salary range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to the salary in the range of the position to which he has been demoted which is approximately 5% lower than the salary he was receiving in the higher class. If the top step of the salary in the range of the position to which he has been demoted is more than 5% lower than the salary he was receiving in the higher class, the employee shall receive the top step of the salary in the range of the position to which he has been demoted. An employee so demoted shall retain his anniversary date.
- Sec. 3107 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 VCSCOA may request arbitration of any disciplinary action taken against an employee during his probationary period.

A promoted employee who is dismissed during his probationary period shall return to the position in which he held permanent status, if vacant, or any other vacant position in his former classification in the 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 his former classification in the Department. 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 VCSCOA submit the matter to arbitration.

Sec. 3108 NON-DISCRIMINATION: Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, or functional limitation.

Sec. 3109 REQUEST FOR ARBITRATION: If an employee wishes to appeal a disciplinary action, he shall ask that the matter be submitted to arbitration by VCSCOA. If VCSCOA concurs, it shall submit to the Human Resources Director, 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 VCSCOA '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 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. 3110 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. 3111 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 MoA. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then he shall set aside the action taken by the appointing authority. If the Arbitrator finds that some or all of the charges are true, then he shall make a decision confirming or modifying the action of the appointing authority provided, however, that his authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 3102. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 3105, 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, VCSCOA.

Sec. 3112 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. 3113 ARBITRABILITY: If either the County or VCSCOA 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. 3114 REPORT OF HEARING: The Arbitrator shall render his 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. 3115 VACATION OF ORDER: A decision of the Arbitrator may be modified or vacated, in whole or in part, and a new or further hearing granted on all or part of the issues on the application of a party to the arbitration for any of the following causes, materially affecting the substantial rights of the parties:

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

Sec. 3116 APPLICATION FOR VACATION OF ORDER: The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of his order and shall designate the grounds upon which vacation is requested.

Should the Arbitrator grant a hearing on the application or motion, the Arbitrator shall, after review of the application or motion, specify the ground or grounds on which it is granted and his reason or reasons for granting the application or motion. At the hearing, the evidence introduced shall be limited to the ground or grounds upon which the hearing was granted. At the conclusion of the hearing, the Arbitrator shall either confirm his 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 32  
FULL UNDERSTANDING, MODIFICATION WAIVER

- A. This MoA 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 MoA 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 VCSCOA 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 VCSCOA 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 VCSCOA 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.

To the extent the County has discretion to act on matters that impact mandatory subjects, the County will provide the opportunity to negotiate upon specific request of VCSCOA. For example, during the term of this MoA, the County will implement many provisions of the federal Affordable Care Act (ACA), some of which may significantly affect mandatory subjects under the MMBA and may allow the County discretion regarding implementation.

- C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other

shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the MoA.

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

### ARTICLE 33 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of the MoA:

- A. Management's principal authorized agent shall be the Assistant County Executive Officer / Director of Labor Relations or a duly authorized representative.
- B. VCSCOA 's principal authorized agent shall be the President or a duly authorized representative.

### ARTICLE 34 PROVISIONS OF LAW

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

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THE FOREGOING ARTICLES ARE AGREED TO

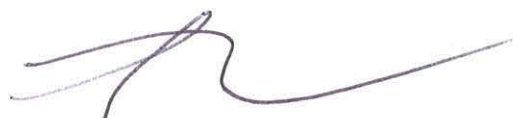
THIS 20<sup>th</sup> DAY OF May, 2014, BY:

FOR THE COUNTY

FOR VCSCOA



James Dembowski  
CEO – Labor Relations



Michael A. McGill, esq



Yolanda Walker  
CEO – Human Resources



Daniel Seibert  
President – VCSCOA



Yvonne Martinez  
CEO – Labor Relations



Jeremiah Thomas  
Vice-President – VCSCOA