

MEMORANDUM OF AGREEMENT

BETWEEN THE

COUNTY OF VENTURA



AND

**THE
VENTURA COUNTY PROFESSIONAL PEACE
OFFICERS ASSOCIATION – PATROL UNIT
(VCPPOA - PTRL)**

2021 - 2023

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ARTICLE 1 TERM

Sec. 101 TERM: This Memorandum of Agreement (hereinafter "Agreement") between the County of Ventura (hereinafter "County") and the Ventura County Professional Peace Officers Association (hereinafter "VCPPOA" or "the Association") applicable to the Patrol Unit of Representation shall become effective November 16, 2021, and shall expire at 11:59 p.m. on October 31, 2023.

Unless contrary to state or federal law, and with the exception of the increases to compensation and the County contribution to the Flexible Benefit Program set forth below in sections 501 and 701, respectively, all terms and conditions of the previous Agreement between the parties for the period ending October 7, 2021, shall be deemed to have been extended and in full force and effect for the period between October 7, 2021, and the commencement date of this Agreement as specified immediately above.

Sec. 102 SUCCESSOR AGREEMENT: In the event VCPPOA desires to negotiate a successor to this Agreement, VCPPOA shall, no more than five (5) nor less than four (4) months prior to the expiration date referenced in the section above, serve on the County its written request to commence negotiations as well as its initial written proposals for such successor Agreement.

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

ARTICLE 2 IMPLEMENTATION

This 2020-2021 Agreement constitutes a mutual recommendation to be jointly submitted to the Board of Supervisors (BoS) and the Association. It is agreed that this Agreement shall not be binding upon the parties, either in whole or in part, unless and until approved by the members of the Patrol Unit and unless and until the BoS:

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

ARTICLE 3 RECOGNITION

This Agreement shall apply only to persons employed in the classifications within the Patrol bargaining unit:

<u>Classification</u>	<u>Code</u>
Airport Operations Officer	01656
Harbor Patrol Officer Trainee	01734
Harbor Patrol Officer I	00875
Harbor Patrol Officer II	00876
Harbor Patrol Officer III	01783
Park Services Ranger Trainee	00867
Park Services Ranger I	00602
Park Services Ranger II	00603

The terms "employee" or "employees" as used in this Agreement shall be defined consistent with Section 226 of the County's Personnel Rules and Regulations and shall refer only to persons employed by the County in said bargaining units. The term "he" or "his" as used in this Agreement, shall refer to all employees regardless of sex.

ARTICLE 4 RETIREMENT

- Sec. 401 EXISTING BENEFITS: Except as specifically modified by the provisions of this Article, those individuals employed by the County who are members of the Ventura County Employees' Retirement Association (VCERA) and are currently provided benefits by either the Tier I or Tier II retirement plans shall continue to be provided the benefits set forth by the plan in which they are enrolled.
- Sec. 402 EMPLOYEE CONTRIBUTION:

Effective September 28, 2014, employees shall pay one hundred percent (100%) of the actuarially determined employee retirement contribution rate.

Effective September 28, 2014, employees shall contribute an amount equal to fifty percent (50%) of the actuarially determined normal cost of retirement contributions.
- Sec. 403 PURCHASE OF PRIOR SERVICE: Employees may purchase time for service under the Federal Civil Service or State Teachers' retirement system, and military service for which the employee is not receiving, and will not receive, a pension.
- Sec. 404 "SAFE HARBOR" RETIREMENT PLAN: VCPPOA accepts the County's "Safe Harbor" Retirement Plan and agrees that said plan is offered 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. 405 RETIREMENT SYSTEM REVIEW: A Labor Management Retirement Review Committee may convene or re-convene to review various retirement formulae, options and alternatives, including the exploration of fiscally responsible retirement funding policy changes to reduce costs. Representatives from all recognized employee organizations may participate in such meetings reviewing the retirement program. As one such employee organization, VCPPOA will be allowed to fully participate in such a committee.
- Sec. 406 Effective September 28, 2014, in conjunction with and in furtherance of the changes noted in Section 402, the base hourly rate or salary range of each classification covered by this Agreement, and the base hourly rate or salary of each employee therein, shall be increased by:
- 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 values of the salary offsets (in “A” and “B” above) were as approximate as possible to result in a cost neutral “exchange” for both the County and employee.

The parties further understand and agree that the percentage salary/pay increase due to the subject “offsetting” of increased retirement costs shall not be included in calculation of compensation owed due to payment of any non - “FLSA Mandated Overtime.”

Sec. 407 The parties agree that the County shall implement all mandates of the “PEPRA” of 2012 as soon as is possible.

Sec. 408 Effective July 6, 2014, or four (4) pay-periods after commencement of this Agreement, whichever is later, the base hourly rate or salary of each classification covered by this Agreement, and the base hourly rate or salary of each employee therein, shall be increased by:

- 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, and that the appropriate pay/salary increases mandated by this section are as follows:

<u>Classification</u>	<u>Code</u>	<u>Increase</u>
Airports Operations Officer	06156	3.65%
Harbor Patrol Officer Trainee	01734	3.65%
Harbor Patrol Officer I	00875	3.65%
Harbor Patrol Officer II	00876	3.65%
Harbor Patrol Officer III	01783	3.65%
Park Services Ranger Trainee	00867	2.952%
Park Services Ranger I	00602	2.952%
Park Services Ranger II	00603	2.952%

The parties further understand and agree that the percentage salary/pay increase due to the subject “offsetting” of increased retirement costs shall not be included in calculation of compensation owed due to payment of any non – “FLSA Mandated Overtime.”

ARTICLE 5 COMPENSATION PLAN

Sec. 501 PAY INCREASES:

A. General Salary Increases:

Effective October 31, 2021, the base pay/salary range of each classification covered by this MOA and the base pay/salary of each individual employed in any such classification shall be increased by two and one-half percent (2.50%).

Effective October 16, 2022, the base pay/salary range of each classification covered by this MOA and the base pay/salary of each individual employed in any such classification shall be increased by two percent (2.00%).

B. Market Adjustments:

Effective November 14, 2021, the base pay/salary range of each classification noted in Exhibit 1 of this Agreement and the base pay/salary of each individual employed in such noted classification, shall be increased by the indicated percentage.

C. Harbor Patrol Officer I - III (Class Codes 00875, 00876 and 01783)

Effective September 24, 2017, the maximum of the salary range of the Harbor Patrol Officer III classification (class code 01783) shall be increased to \$39.41 per hour. Any difficult to recruit/retain premium, pursuant to Section 520 of this agreement, in effect prior to the effective date of this increase shall be permanently incorporated into the base pay/salary. This shall not preclude the classification from being eligible for any future difficult to recruit/retain premiums. Any current incumbent who has been at the top step of the range for one year or more prior to this increase shall be automatically moved to the new top of the range effective September 24, 2017.

Said increase to the salary range shall be effective before any other increases to the salary range that may occur on this date.

Effective September 20, 2020, the Harbor Patrol Officer I and II classifications (class codes 00875, 00876) shall have any difficult to recruit/retain premium, pursuant to Section 520 of this agreement, in effect prior to the effective date of this increase, permanently incorporated into the base pay/salary. This shall not preclude the classification from being eligible for any future difficult to recruit/retain premiums.

D. Airport Operations Officers (Class Code 01656)

VCPPOA shall not oppose the County's proposed revisions to remove first responder responsibilities concerning firefighting duties from the Airport Operations Officer classification (class code 01656). In the event VCERA reclassifies the Airport Operations Officer classification, and its incumbents, to general member status of the Ventura County retirement system as a result of the removal of first responder responsibilities, the base pay/salary range of the Airport Operations Officer classification and the base pay/salary range of each individual employed in said classification at the time of the change, shall be increased by seventeen percent (17%), effective the same pay period the County's Auditor-Controller's office implements VCERA's decision/change to general member status. In the event VCERA subsequently reverses such a decision and reclassifies the Airport Operations Officer classification to safety member status, the seventeen percent (17%) increase shall be removed from the base pay/salary range of the Airport Operations Officer classification and the base pay/salary of each individual employed in said classification, effective the same pay period the County's Auditor-Controller's office implements VCERA's decision/change.

- Sec. 502 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall be compensated within the pay range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in this Agreement.
- Sec. 503 REGULAR PAY DAY: Employees shall be paid on or about the Friday following the end of the biweekly payroll period.
- Sec. 504 PAY ON TERMINATION: Upon certification of the Director-Human Resources that the employment of any employee is terminated, the compensation for such persons shall become due and shall be paid the regular pay day of the pay period following the pay period in which the termination date occurred.
- Sec. 505 PAY FOR LESS-THAN-FULL-TIME SERVICES OF REGULAR EMPLOYEES: Premium pay will also be paid to regular less-than-full-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 less-than-full-time employees on a pro rata basis.
- Sec. 506 PAY RANGE CHANGES: Whenever a higher pay range is assigned to a classification, an employee holding a position in such classification shall have his hourly rate of pay increased by the percentage increase in the

classification's pay. The employee's probation hours needed and/or merit increase hours needed shall not change in such an adjustment.

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

Sec. 507 HOURLY RATE OF PAY ON "Y" RATING: When an employee is "Y" rated, the hourly rate of pay he received immediately prior to the date of downward reclassification is to be frozen and may not be increased until the maximum of the pay range assigned his new classification exceeds the hourly rate of pay he was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing an approximately five percent (5%) increase in his hourly rate of pay and shall retain his probation hours needed and/or merit increase hours needed that were in effect immediately prior to the establishment of the "Y" rate.

Sec. 508 HOURLY RATE OF PAY ON TRANSFER: Whenever an employee is voluntarily or involuntarily transferred or assigned to a position in a different classification having the same pay range as his former position, he shall retain his hourly rate and his probation hours needed and/or merit increase hours needed.

Sec. 509 ADDITIONAL COMPENSATION TO SUPERVISORS: A person occupying a supervisory position may receive compensation at a rate seven and one-half percent (7.5%) above the base hourly rate of any of his subordinates provided that:

- A. Both his appointing authority and the County Executive Officer find he is exercising substantial supervision over the subject subordinate and that he is satisfactorily performing the full supervisory duties of his position; and,
- B. The organization is a permanent one approved by the County Executive Officer; and,
- C. Both the supervisor and the subordinate have been permanently appointed to full time positions; and,

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

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

Sec. 510 PRIORITY OF INCREASES: Whenever a general increase, a merit increase, a higher pay range or pay range placement, a promotional increase or any combination thereof are effective on the same date, the hourly rate of pay to which an employee is entitled shall be fixed as follows: to the hourly rate of pay received by the employee on the preceding day shall first be added any general increase, then any higher pay range or pay range placement, then any merit increase, and then any promotional increase.

Sec. 511 HOURLY RATE OF PAY UPON DEMOTION:

- A. A promotional probationary employee demoted to the class he formerly occupied in good standing shall have his pay, probationary status and probation hours needed and/or merit increase hours needed adjusted to reflect what he would have achieved had he remained in the lower class throughout the period of his service in the higher class.
- B. Upon the request of an initial probationary employee, such an employee may, upon approval of the Agency/Department Head, be demoted to a class in which he did not previously hold status

provided Human Resources certifies that said employee is qualified for the position to which he is demoted. Such employee shall be demoted to the entry-level rate of pay in the lower class and shall be required to serve a new probationary period. With the approval of the Director of Human Resources, the employee may be assigned a rate of pay at any point within the range of the lower classification that is less than or equal to the rate the employee received in the higher class.

- C. At the discretion of the Department/Agency Head, whenever an employee takes a probationary demotion to a lower related class in which he has held status but a probationary period has not been completely served, such employee shall retain his current rate of pay or receive the top of the pay range of the lower class, whichever is less. The employee shall also be required to serve the remaining hours necessary to complete the initial required probationary period unless required by law to serve a full probationary period.
- D. 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 rate of pay on the new range that does not exceed his rate of pay immediately prior to demotion and shall retain his probation hours needed and/or merit increase hours needed.

Sec. 512 MERIT INCREASES: Merit increases within a pay range shall not be automatic. They shall be based on merit and shall require the written approval of the appointing authority, containing the effective date therefore. Except as otherwise provided, a merit increase shall consist of an increase of approximately five percent (5%) within a pay range for the class unless the employee is less than five percent (5%) from the top of the pay range and, in such a case, the increase shall be to the top of the pay range. Qualifying service for merit increase consideration shall be by compensable hours, which include all paid hours exclusive of overtime compensation.

Sec. 513 TIME FOR MERIT INCREASES:

- A. Generally. Except as provided in (B) below, a newly appointed, re-employed, promoted or appointed employee may qualify for:
 - 1. An initial merit increase within the pay range upon completion of at least 1,040 hours of compensable service, exclusive of overtime, in that class.

2. Succeeding merit increases within the salary range upon completion of each additional period of at least 2,080 hours of compensable service in that class.

B. All approved merit increases will be effective on the first Sunday of the pay period after completing the required compensable hours of service.

Sec. 514 MERIT REVIEW: No later than fourteen (14) calendar days prior to employee's merit increase, the appointing authority shall notify the Director-Human Resources and the employee in conjunction with a written performance review of the decision to approve, deny, or defer a merit increase. In all cases, the recommendation of the appointing authority shall be based on the employee's performance.

Sec. 515 DENIAL OF MERIT INCREASE: If, in the appointing authority's judgment, the employee's performance does not warrant a merit salary increase upon meeting the time requirements of Section 513, the Department/Agency Head may deny the increase and must complete the County performance review. Any time prior to the employee qualifying for his next merit increase, 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 review and recommendation. If an employee's merit increase is granted prior to completing the time requirements of Section 513 for compensable hours of service after it was denied, that employee's next merit increase shall not be due until the employee has completed at least the time requirements of Section 513 of compensable service from the first day of the pay period on which the increase was actually granted.

Sec. 516 CORRECTING ERROR IN OVERLOOKING MERIT INCREASE: Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight or system error, the Auditor-Controller shall compensate the employee for the additional pay he should have received dating from the first day of the pay period after which he would have satisfied the merit increase hours needed by adding said additional pay to the employee's next biweekly paycheck. In such cases, the employee's current merit increase hours needed will be adjusted retroactive to their merit increase.

Sec. 517 RATE OF PAY ON PROMOTION: Except as provided below, a regular employee who is promoted to a position in a class having a higher pay range shall receive the entry rate of pay for the higher class or such higher amount as would constitute an increase of approximately five percent (5%) on the range over the rate of pay received prior to promotion, whichever is greater.

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

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

The advanced 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 placement.

Sec. 518 EFFECTIVE DATE OF PROMOTION: Whenever an employee is promoted, the effective date of his promotion shall always be the first (1st) Sunday of the first complete pay period following promotion.

Sec. 519 RATE OF PAY ON TEMPORARY PROMOTION: An employee assigned to a higher classification to fill a vacancy caused by an approved leave of absence, or any other reasons stipulated by this Agreement, and who serves in said higher classification for forty (40) consecutive hours, shall thereafter be paid according to the pay range of the class to which he has been temporarily promoted. Upon temporary promotion, an employee will receive either the minimum of the new pay range or a five percent (5%) increase over his present rate of pay, whichever is greater. In no case shall such pay adjustment place the employee beyond the highest point on the pay range of the position to which he has been temporarily promoted. An employee so temporarily promoted shall receive this rate of pay 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 this Agreement as though he had been appointed on the day he began to receive the rate of pay designated for the position. The 40-hour waiting period shall apply each time an employee is assigned to a higher classification in this manner.

DIFFICULT TO RECRUIT/RETAIN:

- A. Should the Director-Human Resources, subject to approval by the County Executive Officer, determine that a serious recruiting and/or retention problem exists for a classification(s), or that increases granted to subordinate "difficult to recruit" classifications have created serious compaction problems, and that a five percent (5%) increase(s) to a classification's pay range would assist the County in recruiting or retaining employees in that classification(s), then that classification may be designated as "Difficult to Recruit/Retain." Upon such determination and approval, a five percent (5%) increase(s) granted pursuant to the provisions of this Section shall be implemented as follows:
1. If authorized by the Director-Human Resources, the initial placement for newly hired employees may be at any point within the pay range for the classification.
 2. All employees in the designated classification(s), who have successfully completed one (1) year or more of service at the top of the range for that classification(s) shall receive an increase in accordance with the provisions of Sections 512, 513 and 514 of this Agreement.
 3. All other employees in the designated classification(s) may, upon recommendation of their Department or Agency Head and approval by the Director-Human Resources, have their pay adjusted by five percent (5%) increments (unless such increase would cause the rate of pay to exceed the maximum for his/her classification) up to a rate of pay equal to the lowest rate received by a qualified candidate hired from an eligible list created as the result of an open competitive examination to fill a vacancy in that classification.
 4. Subsequent merit increases for employees not compensated at the top of the pay range(s) for classifications affected by the provisions of this Section may be granted pursuant to Sections 512 through 517 of this Agreement.
- B. Termination of Designation: In the event the Director-Human Resources determines the circumstances that created the recruiting or retention problems for any or all classifications no longer exist, she shall advise the County Executive Officer of her findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such classification(s). At that time, the pay for any employee compensated at a rate above that to which he would otherwise have been entitled shall be "Y" rated and shall

not be increased until the pay range for his classification exceeds the rate established for him pursuant to the provisions described above.

- C. Reports: The Director-Human Resources shall submit quarterly reports to the Board of Supervisors indicating the classifications and numbers of positions affected by the provisions of this Section.
- D. Waiver of Grievability: The provisions of this Section shall neither be grievable nor arbitrable under Article 30 of this Agreement.

Sec. 521 ADVANCED RATE(S) OF PAY FOR NEW HIRES: Upon recommendation of the appointing authority and the Director-Human Resources, the County Executive Officer may approve hiring a new employee at a rate of pay above the midpoint of the pay range provided that:

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

VCPPOA shall be notified of appointments made at or above the midpoint of the pay range.

Sec. 522 MINIMUM WAGE:

Should either the California state or federal prevailing minimum wage be increased to a level that is above the minimum hourly rate of pay of any job classification covered under the provisions of this MOA, the minimum hourly rate of pay of any such classification shall be adjusted to the higher of either the state or federal minimum wage and the hourly rate of pay of any incumbent in any such classification whose hourly rate of pay is below the new minimum hourly rate of pay will be increased accordingly.

ARTICLE 6 PREMIUM PAY

Sec. 601 BILINGUAL PREMIUM PAY: Positions which 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/Agency Head, based upon criteria established by, and subject to approval by, the Director-Human Resources. The level of an employee's bilingual proficiency shall be determined by an examination administered by the Director-Human Resources. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or the level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

<u>BILINGUAL LEVEL</u>	<u>PREMIUM PAY</u>
I	\$.65/hour
II	\$.80/hour
III	\$.90/hour

Employees in positions eligible to receive this premium 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/Agency Head and the Director-Human Resources, the County Executive Officer must designate that such payment will be made.

Sec. 602 STANDBY PREMIUM PAY: Should an employee be placed on formal standby duty, such an employee shall be compensated for actual time spent on call at one-quarter (1/4) of the employee's regular hourly wage, or at the Federal Minimum Wage, whichever is greater. In no instance shall a callback to duty be considered as less than two (2) hours for pay purposes. No employee shall be paid for call back time and standby simultaneously.

Sec. 603 NIGHT SHIFT DIFFERENTIAL PREMIUM PAY: Except as otherwise provided herein, the night shift differential for regular employees who are required to work half of a shift plus one (1) 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.

For the purpose of paying shift differential, any employee held over from the employee's regularly scheduled shift or called in early to the employee's regularly scheduled shift will receive the shift differential for those hours (held over or called in) worked between 3:00 p.m. and 7:00 a.m. even if the

employee does not otherwise meet the half of a shift plus one (1) hour requirement.

Sec. 604 NIGHT SHIFT DIFFERENTIAL WHEN ON PAID LEAVE: All paid leave shall include compensation for night shift differential when the leave is on a day the employee is regularly required to work hours qualifying for such differential under Section 603 of this Article.

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

Sec. 606 WEEKEND TIME OFF PREMIUM PAY: An employee of the Patrol Unit employed by the Airports or Harbor Departments who, as a result of the work schedule required by a rotating shift schedule, is afforded less than a fifty-six (56) hour period of time off between the ending time of his regular workweek schedule and the starting time of the following workweek schedule shall be compensated with a sum of ten dollars (\$10) for each occurrence.

Sec. 607 TRAINING PREMIUM:

Effective November 16, 2021, employees in the classification of Airport Operations Officer (Job code 01656) may be assigned a trainee and shall receive twenty-six dollars (\$26.00) per shift for each shift in which a newly hired Airport Operations Officer is assigned to them for training.

ARTICLE 7 HEALTH INSURANCE

Sec. 701 COUNTY CONTRIBUTION:

- A. Full-time employees covered by this Agreement are provided benefits by the County of Ventura Flexible Benefits Program (Cafeteria Plan). Subject to terms and conditions of the plan document, the County shall continue to contribute a biweekly amount as approved by the BoS towards the Cafeteria Plan for each full-time employee.

Commencing December 12, 2021, a tiered Flexible Benefits Allowance shall be implemented as defined below with the biweekly contribution amount for each tier as follows:

Full-Time	Effective Date
	12/12/2021
Tier I - Employee Only/Opt-out	\$497
Tier II - Employee +1	\$622
Tier III - Employee + Family	\$737

- 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 continue to contribute a biweekly amount as approved by the BoS 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 (60) hours per biweekly pay period.

Commencing December 12, 2021, a tiered Flexible Benefits Allowance shall be implemented as defined below with the biweekly contribution amount for each tier as follows:

Part-Time	Effective Date
	12/12/2021
Tier I - Employee Only/Opt-out	\$348
Tier II - Employee +1	\$435
Tier III - Employee + Family	\$516

Sec. 702 CONTINUATION OF HEALTH PLAN: Should an employee exhaust his/her sick, vacation and annual leave and go on medical or maternity leave of absence without pay, the County agrees to continue to make its contribution to the health insurance option in which the employee is enrolled for thirteen (13) 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. All Flexible Benefit options other than health insurance coverage are discontinued during any leave of absence without pay. An employee receiving compensation in lieu of disability under Section 4850 of the California Labor Code shall not be governed by this provision and shall continue to receive all Flexible Benefit contributions and options while in that status.

Sec. 703 LABOR/MANAGEMENT COMMITTEE: VCPPOA 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 VCPPOA, 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 at least quarterly for the purposes of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities. As often as the committee shall meet, VCPPOA representative shall be released from duty and permitted to attend without loss of compensation.

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

Sec. 705 STATE DISABILITY INSURANCE (SDI): If requested by VCPPOA during the course of this Agreement, an election will be held to determine whether

or not employees covered by this Agreement desire to participate in the State Disability Insurance (SDI) program, pursuant to applicable State regulations and the following provisions:

- A. Representatives of the parties will meet with a representative of the California State Mediation and Conciliation Service (CSM&CS) within forty-five (45) days after the request referenced in the above paragraph to determine the election procedures. If agreement is reached on those procedures, and subject to the availability of the representative from the CSM&CS, the election will be conducted by the CSM&CS within ninety (90) days of commencement of this agreement.
- B. For purposes of this Section only, the term "employee" shall include regular employees assigned to County classifications. Inclusion in the SDI program will not confer any representation rights to temporary help employees nor in any way alter the definition of "employee" in the County's Personnel Rules and Regulations or this Agreement.
- C. Association and Management Representatives will jointly prepare information to be timely distributed to the employees prior to the election.
- D. A simple majority of votes cast in each bargaining unit shall determine whether or not that entire bargaining unit participates in the SDI program.
- E. The decision of the simple majority is binding, and, if that simple majority elects to participate in the SDI program, all employees in that bargaining unit must participate in the program for a minimum of two (2) calendar years beginning the January following the year participation in the SDI program is elected.
- F. If, after expiration of the period set forth in sub-section E, the employees within a bargaining unit want to withdraw from SDI, a petition indicating such desire must be signed by a majority of all employees in that bargaining unit and then presented to the Director of Human Resources.
- G. If adopted, this program will be administered by the County.
- H. The employee(s) shall pay all costs of the program; provided, however, the employee(s) shall not be required to pay the County administrative fees.
- I. Benefits for employees not previously covered by SDI shall become effective as soon as permitted by law.

Sec 706 AFFORDABLE CARE ACT: During the term of this Agreement, either party shall have the option to compel the other to meet with it to discuss the impact of the Affordable Care Act on the provisions of Article 7; provided, however, that no change to the provisions of Article 7 shall occur without the mutual agreement of the parties.

ARTICLE 8 OTHER COMPENSABLE BENEFITS

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

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

Sec. 803 UNIFORMS & ALLOWANCE: Effective November 1, 2021, and November 1st of each year thereafter, employees who are required to wear uniforms as a condition of their employment shall receive the indicated total annual allowance:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>
Harbor Patrol Officers	\$1050.00
Park Service Rangers	\$1050.00
Airport Operations Officers	\$800.00

Unit employees shall wear their respective uniforms while on-duty and shall maintain them so as to present a professional (clean/un-wrinkled/un-torn) appearance.

Employees who terminate prior to November 1 in any year shall not be eligible to receive any allowance for that year.

Newly hired employees shall be provided an initial uniform allowance on their first paycheck. Such payment shall be pro-rated based on the newly hired employee's month of hire (based on a year commencing November 1 and ending on October 31). For example, an employee who is hired and begins employment with the County in September would be paid an initial uniform allowance of two-twelfths (2/12) of the full allowance amount.

Sec. 804 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 under ten dollars (\$10) shall

not be processed. The maximum amount any one employee may claim is five hundred dollars (\$500) in one (1) year.

C. Level of Reimbursement - Glasses, dentures, hearing aids or other prosthesis and watches will be reimbursed as provided in Section D.

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

TABLE I

LIFE EXPECTANCY RATE					
MEN'S WEAR			WOMEN'S WEAR		
	Item	Rate (Yrs)		Item	Rate (Yrs)
1.	Coats & Jackets	3	1.	Blouses	1.5
	- Leather & Suede	4	2.	Coats & Jackets	3
2.	Hats	1		- Leather & Suede	4
3.	Neckties	1	3.	Dresses	2
4.	Rainwear		4.	Rainwear	
	- Plastic	1		- 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.	Socks	0.5	8.	Suits	3
9.	Sport Coats	4	9.	Sweaters	2
10.	Suits	3	10.	Underwear	
11.	Sweaters	2.5		- Slips	1.5
12.	Underwear	1		- Foundation Garments	6 mo
13.	Work Clothes	1.5		- Panties	6 mo
			11.	Uniforms	1.5

TABLE II

Calculation of Claims Reimbursement Values							
Life Expectancy Rating					Reimbursement Value		
1	2	3	4	5	% of Replacement Cost		
Age of Article in Months					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: MAN'S SLACKS

Replacement Cost:	\$18.00
Life Expectancy	Two years
Actual Age:	18 months
Condition:	Average
Reimbursement Value:	40% or \$7.20

Sec. 805 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. 806 PROFESSIONAL MEMBERSHIPS: Full-time employees shall be reimbursed for up to the indicated maximums per fiscal year for membership fees paid to professional organizations recognized by the Appointing Authority as being both bona fide and job-related.

Patrol Unit.....\$225.00/Fiscal Year

The reimbursement will be paid in accordance with general claims schedules of reimbursement of approximately six to eight weeks.

Sec. 807 EDUCATIONAL INCENTIVE PAY: Employees shall receive incentive pay in addition to base pay for educational attainments not specifically required by the position pursuant to the official class specification maintained by the Personnel Department, as follows:

Associate's Degree	+2.5%
Bachelor's Degree	+3.5%
Graduate's Degree	+5.0%

Employees eligible for the above incentive pay shall be entitled to receive only the one (1) form/level of pay which provides the greatest incentive. Incentives shall be granted pursuant to this Section only after submission of appropriate documentation to, and approval by, the County Human Resources Department. VCPPOA waives any right it may have to grieve and/or arbitrate determinations made pursuant to this Section of the Agreement.

Sec. 808 A. REIMBURSEMENT FOR OBTAINING/RENEWING CLASS A AND/OR B CALIFORNIA DRIVER LICENSE: Employees required to obtain and maintain either a Class A or B California Driver License (or their equivalent) with any required endorsements shall, upon the employee's request, receive reimbursement for the difference in costs between the required license and the Class C license (or its equivalent).

Reimbursement shall not be made for costs incurred when obtaining or renewing a Class C license or its equivalent.

B. REIMBURSEMENT FOR RENEWAL OF COAST GUARD LICENSE: A Harbor Patrol Officer required to maintain a Coast Guard Merchant Mariner Credential (i.e., U.S. Coast Guard Captain's License) shall be reimbursed for expenses related to the renewal of such credential. The total reimbursement for each eligible employee shall not exceed \$600 during the term of this MOA.

ARTICLE 9 TEXTBOOK AND TUITION REIMBURSEMENT

- Sec. 901 PURPOSE: To provide a program whereby employees of the County are reimbursed for the costs of textbooks, tuition, registration and laboratory fees for occupationally related school courses, workshops, conferences, and seminars satisfactorily completed on the employee's own time.
- Sec. 902 ELIGIBLE EMPLOYEES: Regular and probationary, full-time and less than full-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 that have a reasonable potential for resulting in more effective County service are eligible.
 - 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 are eligible.
 - E. Graduate coursework which is required to receive a job-related Master's Degree is eligible.
 - F. Job-related seminars and workshops offered by professional societies, organizations, or a County training facility are eligible.
 - G. Seminars, conferences and workshops which are directly job-related, offered in conjunction with a recognized college, educational institution or professional organization and recommended and approved by the Department/Agency Head are eligible.
- Sec. 904 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:
- A. Those taken to bring unsatisfactory performance up to an acceptable level.
 - B. Those which duplicate in-service training.
 - C. Those which duplicate training the employee has already received.
- Sec. 905 TEXTBOOK AND TUITION REIMBURSEMENT: The County shall, unless otherwise designated in this Agreement, provide for up to 100%

reimbursement for tuition and course-related textbooks up to a maximum of two thousand dollars (\$2,000) per fiscal year in accordance with the provisions of this Article. To qualify for any reimbursement, the courses must be job-related and must have been taken while the employee was off duty. The total cost to the County shall not exceed ten thousand dollars (\$10,000.00) per fiscal year for the Patrol Unit.

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

- A. Courses and conferences must be taken on the employee's own time, on compensatory time, or vacation time, or administrative leave approved in advance by the Department/Agency Head. Department/Agency Heads are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this section is to not provide for time off with pay.
- B. Neither transportation nor mileage reimbursement are provided for by this program.
- C. Parking fees, meals and other costs not specifically covered in this program will not be paid by the County.
- D. Costs for which reimbursement is received from other sources are not covered by this program, except that portions not covered from other sources will be paid by the County up to the maximum as provided by this Article.
- E. Conventions are not covered by this reimbursement program.
- F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement. A grade of "A" or "B" or its equivalent (Pass for Pass/Fail courses) is required for reimbursement for graduate courses.
- G. Courses must be offered by a school recognized by the State of California, the Department of Health, Education and Welfare, P.O.S.T., or the Veterans Administration, unless otherwise provided in this Article.

Sec. 907 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Department/Agency Head is responsible for the administration of this program. Applications for reimbursement should be received by the Department/Agency Head prior to the first class session. An official record of grades and receipts must be received by the Department/Agency Head within ninety (90) days after the last class session. Reimbursement will be made to the employee within two (2) weeks after grade cards and receipts

have been received by the Department/Agency Head. New employees; however, will not be reimbursed until they have 1,040 hours of compensable service with the County. The Director-Human Resources may develop such forms and additional procedures which she deems necessary to accomplish the intent of program.

If the amount of available textbook and tuition reimbursement does not cover the entire cost of an employee's approved course(s), an employee who successfully completes an approved course(s) shall be eligible to obtain reimbursement of the uncovered expenses over the next two fiscal years. For example, if an employee successfully completes an approved undergraduate course that costs \$1500, the employee is eligible for reimbursement of \$700 in years 1 and 2, and \$100 in year 3.

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

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

ARTICLE 10 WORK SCHEDULES

- Sec. 1001 NORMAL 80-HOUR BIWEEKLY WORK SCHEDULE: Except as may be otherwise provided, the “normal” biweekly work schedule of the County of Ventura shall be ten (10) working days of eight (8) hours each. It is the duty of each Department/Agency Head to arrange the work of his department/agency so that each regular employee therein shall work no more than the normal schedule, except that a Department/Agency head may require any employee in his department/agency to temporarily perform service in excess of the normal schedule when public necessity or convenience so requires. The provisions of this Article are intended to define the normal work schedule and do not guarantee a minimum number of hours of work. The County retains its right to relieve employees from duty because of lack of work or for other legitimate reasons; however, this does not preclude employees or VCPPOA from grieving the practical consequences of that action.
- Sec. 1002 OTHER ALLOWABLE WORK SCHEDULES:
- A. A Department/Agency Head may, following communication with the employees involved, assign employees of the Department/Agency to any other schedule which aids the Department's/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 VCPPOA prior to the employees being placed on a modified schedule.
 - B. Both parties to this Agreement recognize and agree that any decision to assign employees to other work schedules is to be made with the intent of enhancing an agency's/department's/division's/unit's ability to serve the public or for any other reason consistent with sound management practices. If, at any time, the agency/ department head concludes such other work schedule is not significantly enhancing such ability, after at least a thirty (30) day notice to both the employees involved and VCPPOA, the agency/department head may reassign such employees to another schedule.
- Sec. 1003 WORK SCHEDULE CHANGES: Absent emergent or unforeseen circumstances, the County shall provide VCPPOA notice of schedule changes a minimum of 21 calendar days in advance. The County and VCPPOA agree to meet and discuss problems with, or changes in, work schedules on a Department/Agency/Division/Unit basis upon request of either party.
- Sec. 1004 EMPLOYEES WORKING “STRAIGHT” SHIFTS: At management's discretion, schedules (including the “normal” schedule specified in Section 1001) may provide for an unpaid lunch/break period at or around the mid-point of the shift or be designated as a “straight-shift” schedule. A

“straight-shift” schedule is a schedule where an employee works his/her regularly scheduled hours inclusive of a paid lunch and/or breaks.

Sec. 1005 BENEFIT ACCRUALS FOR OTHER THAN 8-HOUR EMPLOYEES: Benefit accruals for full-time employees on work schedules other than the “normal” schedule specified in Section 1001 shall be on the same basis as other full-time employees, with accrual based on regular scheduled hours.

Sec. 1006 OTHER SCHEDULING CONSIDERATIONS:

- A. FLEXIBLE WORK SCHEDULE gives employees the option of changing their starting and ending times on a periodic, "open-season" basis as determined by Management in consultation with the employee.
- B. Use of full vacation or sick leave day will be charged an amount equal to the scheduled hours of the employee on the day the leave is used.
- C. Any employee requesting change in a schedule or a Flexible Work Schedule will require his/her supervisor's approval, subject to management's review.
- D. Any change in scheduled working hours shall be at the sole discretion of the appropriate supervisor/manager.
- E. 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.
- F. Holiday benefits for employees on work schedules other than the “normal” schedule specified in Section 1001 are to be computed on the basis of the number of hours the employee is usually scheduled to work. For example, an employee assigned to work a 4/10 schedule is eligible to receive 10 hours of leave with pay; an employee assigned to a 9/80 schedule would receive 9 hours of leave with pay (unless the holiday falls on his/her 8-hour day). If the holiday falls on an employee's regular 4/10 or 9/80 day off, the 10, 9 or 8 hours (whichever is appropriate) will be credited as additional vacation time.

ARTICLE 11 OVERTIME

- Sec. 1101 PURPOSE: To provide the basis for both calculation and payment of overtime in a manner that meets the requirements of the Fair Labor Standards Act (FLSA). All payments required by the provisions of this Agreement 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. 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 of overtime whenever and wherever possible. Overtime work may sometimes be necessary to meet emergency situations, or seasonal or peak workload requirements. No employee shall work overtime unless authorized by his Department/Agency Head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.
- Sec. 1103 DEFINITIONS: For purposes of this Article only:
- A. A "Designated Work Period" (DWP) shall consist of seven (7) consecutive days (one hundred, sixty-eight [168] hours). Management reserves the right under FLSA to designate the work period for each employee.
 - B. For the Patrol Unit, "FLSA Overtime" is defined as hours actually worked by an employee in excess of forty (40) hours in a one hundred, sixty-eight (168) hour DWP.
 - C. For the Patrol Unit, "Contractual Overtime" is defined as "time worked" or deemed, as per Section 1103-D, to be worked by an employee in excess of forty (40) hours in a one hundred, sixty-eight (168) hour DWP.
 - D. Unless specifically provided by this Article, "Time Worked" for purposes of Contractual Overtime shall include actual time worked as is provided by the FLSA and also paid assigned holidays, paid witness service as provided by Section 2202, paid jury service as provided by Section 2203, paid sick leave as provided by Article 14, and paid industrial leave as provided by Article 15. "Time Worked" shall specifically exclude all other leaves.
 - E. "Regular Rate of Pay" shall be in strict accord with the provisions of the FLSA.

- F. "Base Rate of Pay" shall mean the employee's hourly rate of pay excluding any premiums, incentives, add-ons or rollups.

Sec. 1104 OVERTIME COMPENSATION:

- A. For the Patrol Unit, Contractual Overtime shall be paid in cash at one and one-half (1½) the employee's Base Rate of Pay minus the percentage increase to that Base Rate of Pay due to the offset described in Section 406.
- B. For the Patrol Unit, FLSA Overtime shall be paid in cash as per FLSA mandates.

Sec 1105 ALTERNATIVE SCHEDULES: Should an employee be regularly scheduled to work a schedule other than the "normal" schedule specified in Section 1001, any regularly scheduled hours that would otherwise cause payment of Contractual Overtime Compensation as per Section 1104 shall instead be paid at the employee's straight hourly rate of pay with all other attendant incentives/premiums for which s/he might be eligible.

ARTICLE 12 VACATIONS

Sec. 1201 VACATION USAGE:

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

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

A. Vacation credits are earned as follows:

<u>SERVICE</u>	<u>COMPLETED PER HOUR</u>	<u>YEARS OF VACATION CREDIT EARNED APPROXIMATE DAYS</u>
- Less than 10,400 hours	.05386 hours	14 days/year
- 10,400 hours but less than 22,880	.07313 hours	19 days/year
- 22,880 hours	.07688 hours	20 days/year
- 24,960 hours	.08075 hours	21 days/year
- 27,040 hours	.08463 hours	22 days/year
- 29,120 hours	.08850 hours	23 days/year
- 31,200 hours	.09225 hours	24 days/year

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

For employees with ten (10) or more years continuous County service, vacation credit shall not be accumulated beyond four hundred and forty (440) hours.

C. Vacation Credit Accumulation During a Natural Disaster: During a natural disaster, as defined in Section 1804 of the Ventura County Personnel Rules and Regulations and as declared by the Ventura County Board of Supervisors, employees shall, notwithstanding the accrual limits set forth in Sec. 1202(B), above, be permitted to continue to accrue vacation hours of up to 60 hours in excess of the applicable maximum vacation credit accrual limit. Such accruals in excess of the applicable maximum vacation credit accrual limit may occur only during the period of the declared natural disaster and in

no case shall the total number of accrued hours of any employee exceed 60 hours over the applicable maximum accrual limit, as set forth in Sec. 1202(B), above.

Within six months from the date of the end of the natural disaster, any employee who was permitted under this subsection to accrue vacation hours in excess of the maximum accrual limit set forth in Sec. 1202(B), above, shall draw down (by use for paid time off or cash redemption pursuant to Sec. 1203, below) their accrued vacation hours that are in excess of the maximum accrual limit set forth in Sec. 1202(B), above, or lose the value of all hours in excess of that maximum accrual limit.

Sec. 1203 VACATION REDEMPTION: After 20,800 hours of continuous County service, an employee may elect to receive pay in lieu of eighty (80) hours of vacation accrual at the current hourly base salary rate. Any such election shall be subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of vacation hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem vacation hours for cash.
- B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of a combined annual maximum of eighty (80) hours of vacation accrual. Only vacation hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for vacation hours accrued in a prior calendar year are not allowed.

The Association and County agree that a temporary exception to the above requirement that only vacation hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the Ventura County Auditor-Controller's office in the calendar year in which the vacation will be cashed-out. As such, if an employee has accrued less vacation in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out vacation hours carried over from a prior calendar year, if and only if the following conditions are met:

- 1. At the time the employee made an irrevocable election to receive cash in lieu of vacation, the employee submitted a

notice of intent to retire in the calendar year in which the vacation will be cashed-out.

2. At the time the employee makes a request for cash out payments to be paid, the employee submits an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I or safety retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.

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

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

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

- E. Vacation hours used for paid time off will be deducted first from vacation hours accrued in prior calendar years, and last from vacation hours accrued in the current calendar year.
- F. Employees who are eligible for vacation redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem vacation for pay in the subsequent calendar year.
- G. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem vacation hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, “unforeseeable emergency” means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee’s spouse, or a dependent of the employee, loss of the employee’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidations of the employee’s assets (to the extent that liquidation of the employee’s assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller’s Office in its sole discretion.
- H. If it is subsequently determined by the Ventura County Auditor-Controller, the Internal Revenue Service, a court of competent jurisdiction, or another governing authority, that the leave redemption provisions in place prior to December 2017 or substantially similar, will not trigger constructive receipt of income from accrued leave, or that the rule that only vacation leave hours already accrued in the calendar year for which an election is made may be cashed out is unnecessary to avoid the constructive receipt of income, VCPPOA may, at its sole option, compel the County to reopen negotiations in order to restore the leave redemption provisions in place in December 2017 or something substantially similar that will not trigger constructive receipt of income from accrued leave.
- I. The Human Resources Division and Auditor-Controller’s Office shall develop forms and procedures for implementation of this program.

- Sec. 1204 VACATION PAYOFF ON RETIREMENT OR TERMINATION: Upon termination, an employee shall be paid the hourly equivalent of his/her base salary for each hour of earned vacation based on the base salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized "CTO."
- Sec. 1205 VACATION BENEFITS FOR LESS THAN FULL-TIME EMPLOYEES: Regular less-than-full-time employees shall be eligible for vacation benefits and such benefits shall accrue on a pro rata basis. Usage and maximum accruals of said benefits shall be governed by the same rules and regulations applicable to regular, full-time employees.
- Sec. 1206 RATE OF PAY WHILE ON VACATION: While on vacation, employees shall be compensated at the same salary rate they would have received if they had been on the job.

ARTICLE 13 HOLIDAYS

Sec. 1301 HOLIDAY POLICY: Paid holidays shall be authorized only for regular full-time, regular less-than-full-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. Veterans' Day, November 11;
8. Thanksgiving Day, the fourth Thursday in November;
9. Day After Thanksgiving;
10. Christmas Day, December 25;
11. And every day appointed by the President of the United States or Governor of the State for public feast, thanksgiving or holiday, when specifically authorized by the Board of Supervisors.

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

- A. In addition to the holidays listed above, effective January 1st of each year, each regular, full-time employee covered under the terms of this Agreement shall be granted one day of floating holiday leave equal to their daily schedule. 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 value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above.

The purpose of granting annual floating holiday leave hours is to provide employees with an additional day off with pay. Therefore, an employee's annual floating holiday leave hours shall be utilized in their entirety to cover a single day's absence. In no instance will an

employee be allowed to split his annual allowance of floating holiday leave hours over multiple days.

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

Sec. 1303 HOLIDAY PAY: If a holiday falls within a biweekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within 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 working schedules other than the normal schedule in Section 1001, 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 less-than-full-time employees shall be pro-rated based upon the total number of hours regularly worked (for instance, a twenty (20) hour/week employee who works ten (10) or twelve (12) hour days would receive five (5) hours; and one who works an 8-hour day would receive 4, etc.).

Sec. 1304 WORK ON HOLIDAYS Regular full-time and regular less-than-full-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid at one and one-half (1.5) times their regular rate of pay for hours actually worked, in addition to receiving straight time payment for said holiday. Such straight time pay shall not exceed the number of hours usually scheduled on that day, and shall in no case exceed twelve (12) hours.

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

Sec. 1305 LESS-THAN-FULL-TIME EMPLOYEES DEFINED: For purposes of holiday leave, regular less-than-full-time employees are those whose regular work schedules consist of less than sixty-four hours (64 hour) per biweekly pay period.

ARTICLE 14 SICK LEAVE

- Sec. 1401 SICK LEAVE ACCRUAL RATES: Regular employees shall accrue 0.0385 hours of sick leave with pay for each hour of compensation to a maximum of 3.08 hours per pay period.
- Sec. 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 (800) 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 (800) hours as his maximum accrual limit and receiving 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 payment for all excess hours at the rate of twenty-five percent (25%) of his/her rate of pay.
- Sec. 1403 ADVANCED SICK LEAVE CREDIT: New regular, full-time employees shall receive an advanced sick leave credit of 40.04 hours as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of 1,040 compensable hours of service or upon earlier separation.
- Sec. 1404 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 the employee.
 - B. Absence for medical and dental office appointments that cannot be scheduled for the employee's day off when authorized by the agency or department head.
 - C. Maternity leave as provided in this Agreement.
 - D. Unless authorized by the Director-Human Resources, a maximum of 40 hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of illness or injury of members of his immediate family. For the purposes of this Section, "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law of an employee and/or the "step" relation equivalent of the foregoing categories.

- E. Sick leave may be utilized by such employee to continue pay where the illness or injury is industrial after such determination has been made in conformance with Section 4850 of the California Labor Code and/or appropriate action has been taken by the Ventura County Retirement Board.
- F. 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.

Sec. 1405 DEPARTMENTAL/AGENCY RESPONSIBILITY FOR ADMINISTRATION: Each Department/Agency 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 his department or agency head on the first day of such leave and as often thereafter as directed by his agency or department head. The Director-Human Resources or the Department/Agency Head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

Sec. 1406 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his illness or injury for more than five (5) consecutive workdays may not be entitled to use sick leave credits for his absence on any day after the five (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 seven (7) consecutive calendar days due to illness or accident may, at the discretion of his appointing authority or the Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at County expense.

Sec. 1407 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by him at the time of such termination irrespective of whether or not such a person is subsequently employed by the County.

Sec. 1408 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION OR RETIREMENT: The County shall make a payment of 100% of all unused sick leave upon occurrence of the following:

- A. All employees with 20,800 hours or more of continuous County service shall upon retirement or termination except discharge for cause, receive a payment of 100% of their unused sick leave

balance. Such tenured employees transferring or promoting to positions not represented by VCPPOA shall be given a one-time option to receive, in increments of ten (10) hours, cash payment of up to 100 % of their previously accrued, but unused, sick leave.

B. The amount of all payments prescribed by this Section shall be computed on the basis of the hourly rate in effect on the last day worked.

Sec. 1409 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable as if the employee would have worked his assigned shift on that given day according to the provisions of this Agreement.

Sec. 1410 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave shall not be used to continue the pay 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.

Sec. 1411 USE OF SICK LEAVE FOR MATERNITY: An employee may elect to use accumulated sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall not be counted as part of the one year available for maternity leave without pay. This provision shall not deprive any employee of any rights under state and/or federal Law.

Sec. 1412 SICK LEAVE BENEFITS FOR LESS-THAN-FULL-TIME EMPLOYEES: Regular less-than-full-time employees shall receive sick leave benefits on a pro rata basis. Usage and maximum accruals of the sick leave benefits shall be governed by this Agreement.

Sec. 1413 JOINT LABOR MANAGEMENT MEETING: A Joint Labor Management Committee (JLMC) may convene or re-convene to discuss the issues related to converting VCPPOA to Annual Leave in lieu of Vacation and Sick Leave. This JLMC will include representatives from VCPPOA, County Executive Office, and the affected Departments/Agencies. No changes will be made without written agreement of the parties.

**ARTICLE 15 A - INDUSTRIAL LEAVE – PARK SERVICES RANGER
CLASSIFICATIONS**

Sec. 1501 APPLICATION FOR INDUSTRIAL LEAVE: Any employee absent from work due to illness or injury arising out of and in the course of employment may receive full compensation for the first twenty-four (24) working hours of such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by the Chief Deputy Executive Officer.

Sec. 1502 BASIS FOR GRANTING INDUSTRIAL LEAVE: Paid industrial leave shall be approved if:

- A. The accident or illness was not due to the employee's negligence; and
- B. The absence from work is substantiated by a licensed physician's statement certifying that the nature of the illness or injury is sufficiently severe to require the employee to be absent from his duties during a rehabilitation period.

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

Sec. 1503 SUPPLEMENTAL PAID INDUSTRIAL LEAVE: If the employee becomes eligible for payment under the Labor Code of the State of California, either through hospitalization or length of disability, for benefits for the first twenty-four (24) working hours of disability as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to 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 vacation time 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 vacation 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 VACATION ACCRUAL WHILE ON TEMPORARY DISABILITY: An officer or employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same vacation credit he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1509 HOLIDAY ACCRUAL WHILE DISABLED: An employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same holiday credits he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1510 HEALTH PLAN CONTRIBUTION: For employees on temporary disability leave of absence without pay as provided in Section 1506, the County shall continue to make its contribution to the health plan premium as long as said employee remains on temporary disability leave of absence without pay.
- Sec. 1511 BENEFITS WHILE ON TEMPORARY DISABILITY LEAVE OF ABSENCE WITHOUT PAY: Except as expressly provided in this Article or in the Labor Code of the State of California, employees on temporary disability leave of absence without pay shall not accrue or be eligible for any compensation or benefits while on such leave of absence.
- Sec. 1512 RELATIONSHIP TO LABOR CODE: Payment of salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.

**ARTICLE 15 B - INDUSTRIAL LEAVE – ALL UNIT EMPLOYEES OTHER THAN
PARK SERVICES RANGERS CLASSIFICATIONS**

The applicable provisions of the Labor Code (i.e., Section 4850) of the State of California shall govern compensation for absence caused by a work-related injury to those employed in classes other than Park Services Ranger Classifications.

ARTICLE 16 LEAVES OF ABSENCE

- Sec. 1601 LEAVES OF ABSENCE - GENERAL POLICY: Leave of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training, or assisting other public jurisdictions, may be granted by the appointing authority not to exceed one (1) year when such leave is in the best interest of the County. Additional leave for the same purposes may be granted by the Director-Human Resources with the concurrence of the appointing authority. This Section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.
- Sec. 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 after providing any necessary medical release.
- Sec. 1604 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. Such absences must be taken within one (1) year from the event date and may be taken in full-day increments only. The appointing authority may allow the use of accrued vacation, or up to two days of accrued sick leave to supplement the three working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, sister, child, 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. 1605 MATERNITY LEAVE: An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician or, if the appointing authority requests, the determination may be made by the County's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin maternity leave shall be made on the basis of the following:
- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy;
or

- B. The County physician, in consultation with the employee's physician and employee, determines the employee's continued employment causes unreasonable risks of liability to the County; or
- C. The employee is unable to satisfactorily perform her job duties.

Sec. 1606 LENGTH OF MATERNITY LEAVE: A maternity leave of absence without pay 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 (1) year, may be granted by the appointing authority.

Sec. 1607 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 six (6) months after the expected date of placement of the adopted child.
- B. Sufficient documentation of adoption is submitted with the request for leave.
- C. All accrued vacation time has been applied toward the absence.

Employees taking Parenthood Leave shall not be eligible for the continuation of health insurance contribution as provided in Section 702.

ARTICLE 17 LESS-THAN-FULL-TIME EMPLOYEES

Benefits for employees designated as regular, less-than-full-time who regularly work less than sixty-four (64) hours per biweekly pay period and who work less than one thousand, six hundred and sixty-four (1664) hours per calendar year shall be limited to those specifically provided in this Agreement. Such benefits shall accrue on a pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80) in a biweekly pay period. This Section shall not apply to employees involuntarily placed on a less-than-full-time schedule.

ARTICLE 18 PROBATIONARY PERIOD

Sec. 1801 LENGTH OF PROBATIONARY PERIOD:

- A. For all classifications in the Patrol Unit, the probationary period is 1,040 compensable hours exclusive of overtime. If federal, state, or local law requires a longer probationary period, such law shall prevail. The probationary period for a less-than-full-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:

- A. Newly hired employees.
- B. Employees who are promoted.
- C. Persons appointed from reemployment or classification reinstatement eligible lists. However, persons re-employed following layoff or reinstated to a formerly held classification following a reduction in force who are so re-employed or reinstated within one (1) year of such layoff or demotion and who are re-employed or reinstated within the agency/department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.
- D. Persons appointed from County service reinstatement eligible lists.

Prior service as extra help 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/Agency Head on his own initiative may authorize an extension of the probationary period of an additional eighty (80) to one thousand and forty (1,040) hours of compensable service in 80-hour increments where insufficient training, marginal performance and other related factors warrant such extension. This authorization, and the reasons therefore, shall be in writing. The Department/Agency Head shall give no less than fourteen (14) calendar days' notice to the Director-Human Resources and the employee of any extension and the reasons therefore. VCPPOA shall be given the same fourteen (14) calendar day notice of extension, but the "reasons therefore"

shall only be provided to the Director – Human Resources and the affected employee.

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 VCPPOA.

Sec. 1804 PROBATIONARY PERIOD REVIEW: No later than fourteen (14) calendar days 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 reviews for probationary employees shall be submitted to the Director-Human Resources three (3) months from the date of appointment and at least fourteen (14) calendar days before the end of the probationary period. The Director-Human Resources shall notify the appointing authority immediately in writing of any misrepresentation of fact or false statement made by a probationary employee relating to that employee's obtaining employment with the County.

For those classifications which have a probationary period of a full year, the first mandatory evaluation shall be due at six (6) months, the final at least fourteen (14) days prior to the end of the probationary period. Evaluations may also be conducted at Management's discretion at three (3) and nine (9) months.

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 agency or department, the employee shall not serve a new probationary period. In the absence of such vacancy in the agency or department in which he held permanent status, the dismissed probationary employee may either:

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

ARTICLE 19 PERFORMANCE REVIEWS

- Sec. 1901 ADMINISTRATION OF PERFORMANCE REVIEWS: Performance reviews shall be prepared, discussed with each employee, and submitted to the Director-Human Resources no later than fourteen (14) 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 reviews shall be used to objectively evaluate the performance of the employee during the last performance review period. Performance reviews shall also be utilized to establish employment goals for the next performance review period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance review 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 performance review form is forwarded to the division, department or agency head, or to the Director-Human Resources. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee. The employee shall have thirty (30) days after receipt of the review to provide comments/rebuttal to statements made or lacking in the review.
- Sec. 1903 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance reviews shall be confidential and shall be made available as required to the employee, appointing authority, Director-Human Resources, and the Civil Service Commission. The employee may designate in writing that his representative may inspect such reviews.

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. A copy of any documentation confirming such counseling shall be given to the employee within twenty-one (21) calendar days from the date of the counseling session. Any documentation of informal counseling shall only be inserted in the employee's Department/Agency personnel file and such documentation of informal counseling shall not be referenced in any subsequent performance evaluation. A copy of such documentation shall remain in the employee Department/Agency file for up to one (1) year at which point it will be destroyed.
- Sec. 2002 WRITTEN REPRIMANDS: For disciplinary reasons, or if following the informal counseling referenced in Section 2001 an employee's job-related performance does not improve, or continued infractions/violations of the same written County/Department/Agency policies, procedures, rules or regulations occur, a written reprimand shall be prepared by the supervisor, including specific suggestions for corrective action, if appropriate. A copy shall be given to the employee and a copy filed in his/her personnel file provided that such letters of written reprimand shall not be referenced in any performance evaluation. If no additional related discipline is imposed in the next two (2) years, then the written reprimand shall be removed from the employee's file and destroyed. The County agrees that such written reprimands shall not be submitted, nor should any reference be made to such reports by the County, in Civil Service hearings and/or arbitrations arising from appeals or grievances after the two (2) year period provided for under this Section.
- Sec 2003 RELATIONSHIP TO ANNUAL EVALUATIONS: Notwithstanding the provisions of Sections 2001 and 2002 above, nothing precludes management from citing and/or evaluating, in the employee's annual performance evaluation, the events or behavior which resulted in the documentation of informal counseling or written reprimand. If, in management's opinion, the employee's performance or behavior which led to the documentation of informal counseling or written reprimand has improved, such improvement should be noted in the employee's subsequent annual performance evaluation.
- Sec. 2004 IMMEDIATE DISCIPLINE: This Article shall not operate as a bar to immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct or performance warrants such action and where such action is permissible under law.

ARTICLE 21 PERSONNEL FILE

- Sec. 2101 EMPLOYEE ACKNOWLEDGEMENT OF MATERIAL PLACED IN PERSONNEL FILE: No material relating to performance, salary action, disciplinary action or comments adverse to a VCPPOA-represented employee's interest 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 acknowledgement, 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 VCPPOA representative to inspect the file. The employee shall also be entitled to copy, at his own expense, at the standard rates charged by the County to the general public, those items in his personnel file which he has a right to inspect.

ARTICLE 22 ADDITIONAL EMPLOYEE BENEFITS

Sec. 2201 DEFERRED COMPENSATION: As provided below, employees covered under the provisions of this Agreement may participate in the County’s Deferred Compensation Program, subject to the applicable rules and regulations of the plans.

- A. Employees scheduled to work at least forty (40) hours per biweekly pay-period may participate in the County’s Deferred Compensation Program 457 Plan.
- B. Employees scheduled to work at least forty (40) hours per biweekly pay-period may participate in the County’s 401(k) plan. Participating employees must contribute at least one percent (1%) of compensation and can contribute up to the annual maximum elective 401(k) deferral allowed by the Internal Revenue Code (IRC). The County shall match up to two and one-half percent (2.5%) of the employee’s contribution in accord with the following formula:

<u>Employee Contribution</u>	<u>County Match</u>
1%	1%
2.0%	2.0%
3.0%	2.5%

For purposes of this sub-section, “compensation” shall equal the product of the base, hourly wage rate of the employee multiplied by the number of hours paid to the employee during the bi-week provided, however, for purposes of this computation, the maximum number of hours to be used as a factor is eighty (80). In no case shall the County be required to “match” any “contribution” by the employee once the annual IRC maximum has been reached.

- C. The parties expressly agree that any County contribution (in the form of a “matching contribution” or otherwise) shall not be considered part of “compensation earnable” under the County Employees’ Retirement Law of 1937, including Government Code Section 31461, even though the base biweekly salary out of which the employee contribution is made is part of “compensation earnable,” and that no County contribution shall be included in “compensation earnable” for purposes of the employee’s retirement benefits. The fact that this Section addresses the issue of “compensation earnable” but other Sections of this Agreement do not, shall not be construed to mean that the parties agree or disagree that other benefits provided for in other Sections of the Agreement are properly included in or excluded from “compensation earnable.”

D. The parties have agreed in principle to have deferred compensation matching funds apply to both 401(k) and 457 plans. A Joint Labor Management Committee shall be established, including representatives from VCPPOA, County Executive Office, and the affected Departments/Agencies, to determine whether there exists a reasonable manner to implement this agreement. No changes will be made without written agreement of the parties.

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.

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 policy specifically applicable to employees of the Probation Agency is appendix 2 of this agreement.

Sec. 2204 PARKING SPACE: The County shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.

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 EMT CERTIFICATION: The County agrees to provide Emergency Medical Technician (EMT) training to employees in specified classifications in the Patrol Officer's Unit if the County determines that EMT certification is necessary for the employee(s) in that classification(s) to perform his assigned duties. Nothing in this Section should be construed to mean that the County is obligated to require such certification, and the County retains the right to determine the procedures under which such training, if required, will be conducted. In addition, any benefits which may be granted under this Section are limited to only those employees employed in classifications in the Patrol Officer's Unit at the time of the County's determination, if any, that such training is required.

ARTICLE 23 TRANSFERS

- Sec. 2301 DEFINITION: A transfer is a voluntary change, initiated by request of the employee, from one department or agency to another in the same or similar classification. A reassignment is an involuntary change, from one department/agency to another, from one unit/division within a department/agency to another, or from one class to a similar class within a department/agency, initiated by management.
- 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 RATE OF PAY AND MERIT INCREASE HOURS NEEDED ON TRANSFER AND/OR REASSIGNMENT: If the transfer and/or reassignment occurs within the County Service, there shall be no change in rate of pay and merit increase hours needed will not be reset. Any regular employee may be transferred and/or reassigned from one position to another in either the same classification or to one which has the same pay range. An employee so transferred shall not have his merit increase hours needed to be reset.
- Sec. 2304 PROBATIONARY PERIOD ON TRANSFER: If transfer and/or reassignment 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 Director-Human Resources.
- Sec. 2306 TRANSFER TO ANOTHER DEPARTMENT/ AGENCY: Any employee wanting to transfer to another Department/Agency shall submit a request in writing to the Director-Human Resources indicating his desire to transfer, his present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 2307 CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER: Whenever the Director-Human Resources receives a request for certification of eligibles to an appointing authority, all persons who, within one (1) year from the date of the certification request, have requested a transfer shall have their names submitted to the appointing authority for consideration for appointment and shall be so notified. Such consideration shall be made in accordance with the provision of Section 809 of the Ventura County Personnel Rules and Regulations.
- Sec. 2308 TRANSFER WITHIN DEPARTMENT/AGENCY: An employee desiring transfer to another position within the same Department/Agency may

request consideration for transfer by memo to the designated department/agency personnel officer.

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

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

Sec. 2309 DURATION OF TRANSFER REQUEST: A transfer request shall not be honored for more than one (1) 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. Intermittent employees
 - 3. Provisional employees
 - 4. Fixed term (only those positions filled with Regular and Probationary employees)
 - 5. Temporarily promoted employees
 - 6. Probationary employees
 - 7. Employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have received a disciplinary suspension of more than five (5) days, demotion or reduction in pay monetarily equal to, or greater than, a five (5) day suspension. 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
 - 8. Regular employees.

Sec. 2402 SENIORITY:

Seniority shall be determined by each employee's continuous County service. All uninterrupted employment with the County, including all compensated hours exclusive of overtime as a provisional, probationary, fixed-term, regular or regular less-than-full-time employee, shall be counted as continuous County service seniority. A separation from the County service shall be the only cause for interrupting employment with the County. A separation of three (3) or fewer days shall not be considered a break in

service. All authorized leaves of absence shall not constitute a break in service, but all time spent on an unpaid leave of absence shall not count toward seniority except as otherwise mandated by law.

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

The order of layoff shall be in reverse order of the employee's seniority. If two (2) or more employees have identical seniority status, then such employee(s) shall be laid off in the order determined by the appointing authority. For purposes of this section, all regular part-time employment shall be pro-rated to reflect actual time worked. Overtime hours worked shall not be included in the calculation of continuous service.

Sec. 2404 TRANSFER IN LIEU OF DEMOTION: A regular employee who is to be laid off shall have the right to transfer and/or voluntarily demote and transfer to any vacant position in the employee's department/agency for which he is qualified. The provisions of this Agreement shall govern such transfers and/or voluntary demotions and transfers. If there are two (2) or more employees to be laid off and they opt to exercise this right and request to transfer and/or demote and transfer to the same vacant position, then the employee with the greatest seniority shall have the right to fill such 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 regular employee who is to be laid off can transfer and/or demote and transfer, then such regular employee shall have the right to demote to any class within his department/agency in which that employee previously held permanent status. Bumping shall not be restricted to classes within a bargaining unit. Should an employee bump into a class in another bargaining unit, then the layoff procedures applicable to that bargaining unit shall be controlling. There does not need to be a vacant position within the classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee was demoted, then such layoff shall be made in accordance with the provisions of the agreement which is controlling for the classification.

Sec. 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 or agency, and the other which has the names of all other County employees who were laid off. The department/agency reemployment list

shall have priority over the Countywide reemployment list. Eligibles on the Reemployment List shall be ranked in reverse order of the order of layoff. Each person's name shall remain on such list for a period of two (2) years following the date that their name was placed on such eligible list, or until they have been re-employed, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the Ventura County Personnel Rules and Regulations, whichever occurs first. Eligibles on the reemployment list shall be reappointed to vacant positions as they occur in the classification and agency/department in which they were employed immediately prior to layoff. Such eligibles shall be interviewed for consideration for reappointment to vacant positions in other agencies/departments in the classification in which they were employed immediately prior to layoff.

Sec. 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 or agency, and the other which has the names of all other County employees who were demoted from the specific classification. The department/agency classification reinstatement list shall have priority over the Countywide classification reinstatement list. Eligibles on the Classification Reinstatement List shall be ranked in reverse order of the order of their demotions. Each person's name may remain on such list for a period of two (2) years following the date that their name was placed on such eligible list, or until they have been reinstated to the classification from which they were demoted, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the Ventura County Personnel Rules and Regulations, whichever occurs first. To remain on a Classification Reinstatement List, a person must maintain status as a County employee. 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 re-employed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Section 1408 of this Agreement.

- B. Seniority - For laid-off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated and all time spent on layoff shall be treated as an authorized leave of absence without pay.
- C. Salary - Laid-off employees who are re-employed, or demoted employees who are reinstated to the classification demoted from, shall receive pay equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the pay range of the classification, whichever is less, upon reemployment or classification reinstatement.
- D. Vacation Accrual Rates - Laid-off employees who are re-employed shall have the vacation accrual rate they held immediately prior to layoff restored.
- E. Merit Increase Hours Needed - An employee who is re-employed while in layoff status shall retain the merit increase hours needed as of the time of the layoff.
- F. Retirement Contributions - Upon reemployment, laid-off employees shall not be required to redeposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however, that the employee may elect to redeposit said funds to the retirement system.
- G. Educational Incentive – Upon re-employment, any employee who had been receiving educational incentive as per Section 807 at the time of layoff shall, upon reinstatement, be eligible to receive that same type/level of educational incentive received at time of layoff.
- H. Grievability - Persons disputing the application or interpretation of layoff, reemployment and/or classification reinstatement policies shall use the grievance procedure to resolve their dispute and shall not have any such allegation considered under any other County administrative procedure.

Sec. 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, Transfer List and Open List.

ARTICLE 25 PRODUCTIVITY

For the duration of this Agreement, VCPPOA 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 Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by VCPPOA, 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

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

The County's Equal Employment Opportunity Plan will be fully supported by VCPPOA.

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 VCPPOA RIGHTS

Sec. 2901 ASSOCIATION BUSINESS AND PAID WORK TIME:

The County agrees to authorize a total of thirty-two (32) hours per calendar year to be administered by the President of VCPPOA for use by the President and others s/he may deem appropriate to pursue Association business, including attendance at VCPPOA Board meetings and/or VCPPOA-approved training. The County further agrees that, at the sole discretion of the President of VCPPOA, s/he may delegate any hours available to the VCPPOA Probation Unit of Representation to pursue Association business to the Patrol Unit of Representation provided, however, in no case shall the total hours available per calendar year between the two units exceed three-hundred and ninety-two (392). At least five (5) days prior to desired usage, VCPPOA shall notify both the appropriate Department/Agency Head and the Auditor-Controller payroll division as to which employee(s) is(are) to receive what amount of the available hours. If VCPPOA fails to give such notice, the Department/Agency Head may decline to release the designated employee. VCPPOA agrees not to move its monthly Board meetings from an evening schedule.

Officers, board members, and other representatives of the Association will conduct all Association business, except for time spent in negotiations, grievance resolution, at Joint Labor Management Committee meetings, attending the VCPPOA monthly board meetings and testifying before the Civil Service Commission or an arbitration hearing, on their own time by utilizing vacation time, leave without pay or association time above.

The Appointing Authority(ies) shall not unreasonably withhold approval of use of any of the hours set forth in this section and shall not withhold approval for attendance at Board meetings for any reason.

In addition to the foregoing, should the parties become involved in an actual hearing before an arbitrator as provided in either Article 30 or 31 of this Agreement, the VCPPOA President and/or his/her direct designee shall be allowed to attend said hearing on County time provided, however, at least five (5) days prior to desired usage, the VCPPOA President shall notify both the appropriate Department/Agency Head and the Auditor-Controller payroll division as to the need to use such paid time.

Sec. 2902 SHOP STEWARDS: VCPPOA may designate a steward at each worksite as appropriate to represent unit employees. VCPPOA shall submit to the County a list of stewards within thirty (30) days following the signing of this Agreement. The list is to be updated on a semi-annual basis.

When requested by a unit employee, a steward may represent the aggrieved unit employee under the Grievance Procedure, and the County shall grant the steward a reasonable amount of time for this purpose.

Sec. 2903 NEGOTIATING COMMITTEE: The committee authorized by VCPPOA to consult, meet and confer, or negotiate collectively shall consist of not more than three (3) employees who are compensated for hours spent in negotiations. The three (3) member committee shall consist of the Association President and three (3) members of the Patrol Unit. If the VCPPOA President is a member of the Patrol Unit, then two other members of the Patrol Unit may serve as the second and third negotiating committee members. 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 LISTS: The County shall furnish VCPPOA on a biweekly basis a listing of new employees hired and employees who have separated from classes within this bargaining unit.

Sec. 2905 ASSOCIATION SPONSORED DEDUCTIONS:

A. PAYROLL DEDUCTION CODES:

In the event VCPPOA wishes to utilize a new payroll deduction code for an association-sponsored activity, VCPPOA 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, VCPPOA 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.

B. DUES DEDUCTION:

1. Within two full pay periods following adoption of this Agreement, and by January 1st of every year thereafter, VCPPOA shall provide the Auditor-Controller with an "authorized deduction" report which, as of the date of the report, certifies all those bargaining unit members who have clearly and affirmatively authorized the deduction of

Association membership dues and other deductions and the deduction amounts as of the date of the report.

2. VCPPOA shall provide written notification to the Auditor-Controller of new dues authorizations and/or revocations promptly after receipt. Such written notification shall, at a minimum, identify the employee(s) by name and their County identification number.
3. Once received, the Auditor-Controller shall make the membership dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to VCPPOA via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Auditor-Controller shall also provide the breakdown of each amount remitted (i.e., membership dues, supplementary benefits, etc.) in Excel format to an email address provided by VCPPOA, within five (5) business days of each payday.

The County and VCPPOA agree that both parties shall be saved, indemnified, and held harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this section.

Sec. 2906 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 VCPPOA and between the paid staff or officials of VCPPOA and such employees, provided that:

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

Sec. 2907 MEETING SPACE: Upon written request of VCPPOA, the County agrees to provide meeting space outside working hours, provided such place is available and VCPPOA 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/Agency Head and will indicate the date, time, and general purpose of the meeting and facilities needed.

Sec. 2908 BULLETIN BOARDS: The County will designate a bulletin board or a portion of an existing bulletin board in each department/agency for the exclusive use of VCPPOA. A copy of all material to be displayed upon the bulletin

board shall be provided to the Department/Agency Head or his designated representatives. Information posted on the bulletin boards shall conform to the applicable decorum policies. If the Department/Agency Head objects to the contents of such material, he shall immediately notify VCPPOA staff or its representative. Such material shall be removed from the board, based upon the Department/Agency Head's objections and if an agreement cannot be reached between VCPPOA and the Department/Agency Head, the matter shall be immediately referred to the Director-Human Resources for resolution. If either party objects to the Director-Human Resources' decision, he has the alternative of filing an unfair labor practice charge before the Civil Service Commission. VCPPOA 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 VCPPOA.

Sec. 2909 EMPLOYEE ORIENTATION: The County shall provide VCPPOA written notice of County-wide new employee orientations at least ten (10) calendar days prior to the event.

At the end of each formal orientation session, representatives of VCPPOA shall be permitted to make a presentation of up to sixty (60) minutes during a full-day orientation session and up to thirty (30) minutes during a half-day or less orientation session. Attendance at these presentations is mandatory for new employees hired into classifications covered by this Agreement. During these presentations, VCPPOA may present written materials to attendees with the understanding that VCPPOA, no less than two business days before the orientation session, will provide the County with a copy of its complete presentation along with a detailed meeting agenda, to include all written materials to be distributed by VCPPOA during its portion of the orientation session.

Not more than one (1) Association steward may participate in new employee orientation sessions. Association stewards participating in new employee orientations during normally scheduled working hours may do so by either utilizing Association time, or by utilizing their own vacation time or leave without pay as provided in section 2901, above.

Sec 2910 NOTIFICATION OF CRITICAL INCIDENT (CI): VCPPOA shall be immediately notified in the event of a CI involving any VCPPOA-represented Patrol Unit employee. VCPPOA shall be added to any Department/Agency written notification list.

ARTICLE 30 GRIEVANCE PROCEDURE

Sec. 3001 POLICY: This grievance procedure is intended to create an orderly and fair method for processing grievances and resolving disputes. No employee utilizing the grievance procedure shall suffer from any form of retaliation, reprisal, punitive action for doing so, nor shall any employee be threatened with such action.

Sec. 3002 DEFINITION: A grievance shall be defined as a claim or dispute by an employee, a group of employees, or VCPPOA concerning a violation, misinterpretation, or inequitable application or interpretation of:

- A. The terms of this Agreement.
- B. The sections of the Personnel Rules and Regulations incorporated into this Agreement as set forth herein.
- C. Existing written policies or Department/Agency past practice 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. 3003 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 3002, 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.
- F. Any aspect of the plan and/or real or potential benefits described in Section 2201.

Sec. 3004 PROCEDURE:

A. Informal Discussion

1. Within twenty-one (21) calendar days from the date of the action causing the complaint, or within twenty-one (21) calendar days from the discovery of the act or omission causing the complaint, the grievant shall discuss his complaint in a meeting on County time with his immediate supervisor. In the event VCPPOA is the grievant, all grievances shall proceed directly to the level of "Step 2" with the Department/Agency Head. In the case of a complaint of illegal discrimination, the employee has the option of discussing it with a member of the Department/Agency Equal Opportunity Committee or the Department/Agency Equal Employment Opportunity Coordinator or the County Equal Opportunity Officer.
2. Within seven (7) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.

B. Formal Complaint - Step 1, Division Head

1. Within fourteen (14) calendar days of receipt of the answer from the immediate supervisor (if applicable), an employee may appeal to his Division Head. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form, furnished by the County. Such written grievance shall:
 - a. Fully describe the grievance and how the employee was adversely affected;
 - b. Set forth the section(s) of the Agreement, Personnel Rules and Regulations, and/or written policies or Department/Agency past practice violated;
 - c. Indicate the date(s) of the incident(s) grieved;
 - d. Specify the remedy or solution to the grievance.
2. Within seven (7) calendar days from receipt of the grievance, the division head, or his authorized representative, shall meet with the employee. The employee may be accompanied by his designated representative at such a meeting. Within seven calendar days of the close of this meeting, the division head

(or his/her authorized representative, shall respond to the grievance in writing.

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

1. Within seven (7) calendar days from his receipt of the decision at Step 2, the employee may appeal to the Department/Agency 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.
2. Within fourteen (14) calendar days after receiving the completed grievance form the Department/Agency Head or his designated representative shall meet with the employee and they shall thoroughly discuss the grievance. The Department/Agency Head shall give his written decision within seven (7) calendar days after the discussion.
3. On matters that do not concern or involve the interpretation or application of the specific terms and provisions of this Agreement or past practice within the department/agency, the written decision of the agency/department head shall be final as to the disposition of matters within his authority.

Sec. 3005 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by VCPPOA by submitting a letter requesting that the grievance be submitted to arbitration to the Director-Human Resources within ten (10) calendar days after the Department/Agency Head renders a decision. Prior to submitting the matter to arbitration, the Director-Human Resources, or his designee, may meet with VCPPOA in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the County Executive Officer (CEO) for his approval. The CEO shall advise the parties of his decision within ten (10) calendar days after the receipt of the proposed resolution. If the CEO concurs with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CEO rejects the agreement or fails to respond within the ten (10) working days described above, VCPPOA 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 VCPPOA and the Director-Human Resources or his designee.

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

Sec. 3006 MEDIATION: Prior to an arbitration hearing, VCPPOA and the County, by mutual agreement, may request the assistance of a mediator from the CSM&CS in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of VCPPOA 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. 3007 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 VCPPOA 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. 3008 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. 3009 GRIEVANCES AND RULE OR MEMORANDA CHANGES: Grievances shall be arbitrated on the basis of the Rules, Agreement, Memorandum, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.
- Sec. 3010 FULL DISCLOSURE: At that step of the grievance procedure described in Section 3004-C, and during any efforts to resolve the matter prior to submission to arbitration as per section 3005-A, the grieving employee and/or his authorized representative shall disclose to the County Representatives a full and detailed statement of both the facts and the provision(s) of the Agreement relied upon and specify the remedy sought.

ARTICLE 31 DISCIPLINARY ARBITRATION

Sec. 3101 PURPOSE: To provide an equitable and uniform procedure for administration and arbitration of discipline. For acts or omissions occurring after January 1, 1993, 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, DISMISSAL: The continuing employment of every regular employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, or demoted and suspended for cause as specified in Section 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 Director-Human Resources and VCPPOA.
- 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 or his/her designee in said Notice of Proposed 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 VCPPOA 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 a 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 VCPPOA submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that Notice must be filed with the Director-Human Resources and VCPPOA.

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, 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, incompetence, 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 Section 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 PAY: In accordance with the necessity for taking disciplinary action, the pay of a VCPPOA-represented employee may be reduced by either two and one-half percent (2 1/2%) or five percent (5%) for a period of time not to exceed thirteen (13) pay periods for any one (1) 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 compensation 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 pay range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to a point in the range of the position to which he has been demoted which is approximately five percent (5%) lower than the rate of pay he was receiving in the higher class. If the top step of the pay range of the position to which he has been demoted is more than five percent (5%) lower than the rate of pay he was receiving in the higher class, the employee shall receive the top step of the pay range of the position to which he has been demoted. An employee so demoted shall not be required to have his merit increase hours reset nor shall s/he serve another probationary period unless required by law.

Sec. 3107 DISCIPLINARY ACTION IMPOSED DURING PROBATIONARY PERIOD: The appointing authority may dismiss, demote, suspend, demote and suspend, reduce or impose any other disciplinary action on any probationary employee during the probationary period. Neither a probationary employee nor VCPPOA 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/agency. If no such vacancy exists, every reasonable attempt will be made by the appointing authority to retain the employee in an underfill capacity. Only if there is no vacancy and the appointing authority is unable to make reasonable accommodation, the employee shall be placed on a leave of absence without pay not to exceed one year and shall be granted the first position that becomes available in his former classification. 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 VCPPOA 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 VCPPOA. If VCPPOA concurs, it shall submit to the Director-Human Resources, in writing, within fourteen (14) calendar days of the employee's receipt of the Notice of Disciplinary Action, a request that the matter be submitted to arbitration. Upon receipt of VCPPOA's request, the Director-Human Resources shall, within fourteen (14) days, request a panel of nine (9) names from the CSM&CS or some other mutually agreeable list. Within seven (7) calendar days of the receipt of that list, the parties shall jointly select an arbitrator. In the event the parties are unable to select an arbitrator, they shall alternately strike names from the list with the last name being the arbitrator selected. The party striking the first name shall be determined by lot.

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 Agreement. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then he shall set aside the action taken by the appointing authority. If the Arbitrator finds that some or all of the charges are true, then he shall make a decision confirming or modifying the action of the appointing authority provided, however, that his 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, VCPPOA.

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 VCPPOA 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 questions that were 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 Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is the intent of the parties that this Agreement be administered in its entirety in good faith during its full term. It is recognized that during such term, it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify VCPPOA 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-Miliias-Brown Act, and where VCPPOA 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 VCPPOA of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

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

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

ARTICLE 33 AUTHORIZED AGENTS

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

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

ARTICLE 34 PROVISIONS OF LAW


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

**ARTICLE 35 DRUG AND ALCOHOL POLICY FOR SAFETY-SENSITIVE
EMPLOYEES**

VCPPOA and the County agree to continue and otherwise support the County of Ventura Drug and Alcohol Testing Policy for Safety-Sensitive Employees.

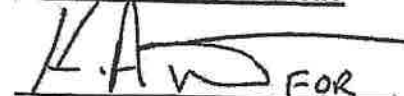
**THE FOREGOING ARTICLES FOR THE MOA TERM OF
NOVEMBER 16, 2021 THROUGH OCTOBER 31, 2023,
ARE HEREBY AGREED TO BY:**

COUNTY OF VENTURA

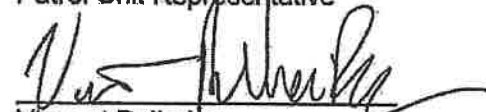

Robert Abeloe
Chief Negotiator

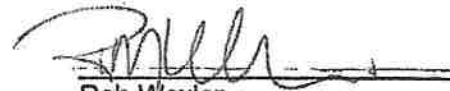

Mike Curnow
Second Chair

VCPPOA - PATROL UNIT


Rylan Chleruzzi
President


Daniel Smock
Patrol Unit Representative


Vincent Dellaripa
Patrol Unit Representative


Rob Wexler
VCPPOA Counsel

County of Ventura
VCPPOA Patrol
Market-Based Adjustments, November 2021

EXHIBIT 1

Job Title	Final MBA
Airport Operations Officer	0.00%
Harbor Patrol Officer II	0.00%
Harbor Patrol Officer I	0.00%
Harbor Patrol Officer III	0.00%
Harbor Patrol Officer Trainee	0.00%
Park Service Ranger II	4.50%
Park Service Ranger I	4.50%
Park Service Ranger Trainee	4.50%