

Exhibit 2

# **MEMORANDUM OF AGREEMENT**



**Between the  
County of Ventura**

**and the**

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

**2024-2027**

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**APPENDIX A LEGACY RETIREMENT PLAN – GENERAL MEMBERS MONTHLY  
HEALTHCARE BENEFIT WITH MAXIMUM OF \$500**

## ARTICLE 1 TERM

Sec. 101 TERM: This 2024-2027 Memorandum of Agreement (MOA) between the County of Ventura (County) and the Ventura County Sheriff's Correctional Officers' Association (VCSCOA or Association) is effective from the date of its adoption by the Board of Supervisors (BOS) through and including 11:59:59 p.m. on July 27, 2027.

Unless contrary to California or federal law, all terms and conditions of the previous Agreement between the parties for the period ending July 27, 2024, shall be deemed to have been extended and in full force and effect for the period between July 27, 2024, and the commencement date of this Agreement as specified immediately above.

Sec. 102 SUCCESSOR AGREEMENT: In the event VCSCOA desires to negotiate a successor MOA, VCSCOA shall, no more than one-hundred and fifty (150) days but no less than one-hundred and twenty (120) days prior to the expiration of this MOA, serve on the County its written request to commence negotiations as well as its initial written proposals for such successor MOA.

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

## **ARTICLE 2 IMPLEMENTATION**

This 2021-2024 MOA constitutes a mutual recommendation to be jointly submitted to the County BOS. It is agreed that this MOA shall not be binding upon the parties – either in whole or in part – unless and until approved by VCSCOA and unless and until the County BOS:

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

As a result of implementation of this MOA, all grievances for which VCSCOA has requested arbitration but which have not been submitted to an arbitrator for decision are hereby completely resolved.

### **ARTICLE 3 RECOGNITION**

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

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

The terms "employee" or "employees" as used in this MOA shall refer only to persons employed by the County in said bargaining unit.

## ARTICLE 4 RETIREMENT

- Sec 401     EMPLOYEE CONTRIBUTION: All employees covered by the MOA shall contribute as retirement contributions an amount equal to one-half of the actuarially-determined total “normal” cost of retirement; thereafter, such total “normal” retirement costs shall continue to be shared on a 50:50 basis. Pursuant to Section 414(h)(2) of the Internal Revenue Code, the County shall declare that it is “picking up” the entire required member contribution irrespective of who actually pays it so as to cause the taxable income of each represented employee to be reduced by the amount of the “pick up.” Therefore, for taxation purposes, this “pick up” shall not be regarded as ordinary income in accordance with Section 414(h) of the United States Internal Revenue Code.
- Sec. 402     SAFE HARBOR RETIREMENT PLAN: VCSCOA agrees the County’s “Safe Harbor” retirement plan is in compliance with the provisions of the Omnibus Budget Reconciliation Act (OBRA), for employees not eligible for coverage under the provisions of the 1937 Retirement Act.
- Sec. 403     PURCHASE OF PRIOR SERVICE: Employees covered under this Agreement are eligible to purchase time for service under the Federal Civil Service, Los Angeles City Department of Water and Power, or State Teachers’ Retirement System, and military buy-back for employees with over thirty (30) years of County service for which the employee is not receiving, and will not receive, a pension.
- Sec. 404     RETIREMENT SYSTEM REVIEW: The parties agree that during the terms of this Agreement if there is a Labor Management Committee created that includes representatives from all recognized employee organizations, VCSCOA will fully participate in such a committee.
- Sec. 405     The parties agree that the County shall implement all mandates of the “PEPRA” of 2012 as soon as is possible.

## ARTICLE 5 SALARY PLAN

### Sec. 501 GENERAL SALARY AND MARKET ADJUSTMENT INCREASES:

#### A. GENERAL SALARY INCREASES:

Effective September 29, 2024, the base salary/hourly rate range of the classification of Sheriff's Service Technician II covered by this MOA, and the base salary/hourly rate of pay of each represented employee therein, shall be increased by five and one-half percent (5.5%).

Effective September 29, 2024, the base hourly rate range for the classification of Sheriff's Service Technician I covered by this Agreement, and the base hourly rate of pay of each employee therein, shall be increased by four percent (4.0%).

Effective August 3, 2025, the base salary/hourly rate range of each classification covered by this MOA, and the base salary/hourly rate of pay of each represented employee therein, shall be increased by four percent (4.0%).

Effective August 2, 2026, the base salary/hourly rate range of each classification covered by this MOA, and the base salary/hourly rate of pay of each represented employee therein, shall be increased by three and one-half percent (3.5%).

#### B. MARKET-BASED ADJUSTMENTS: Effective October 13, 2024, the base hourly rate range for the Sheriff's Service Technician II classification of this agreement, and the base hourly rate of pay of each individual employed in the Sheriff's Service Technician II classification will be increased by one percent (1%).

### Sec. 502 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall receive the compensation of the salary range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in these Articles.

### Sec. 503 REGULAR PAY DAY: Whenever compensation is fixed for any position, such compensation is the biweekly compensation to be paid to the person holding such position unless otherwise stated. Such biweekly compensation shall be paid to employees on or about the Friday following the end of the biweekly payroll period.

### Sec. 504 PAY ON TERMINATION: Upon certification of the Human Resources Director that the employment of any employee is terminated prior to the

expiration of the biweekly pay period, the compensation of such person shall become due and shall be paid within five days of termination.

- Sec. 505     PAY FOR PART-TIME SERVICES OF REGULAR EMPLOYEES: The actual compensation for part-time employment shall be determined by the relation that the total number of hours of service bears to the number of hours of service required in full-time employment in each class or position, except for those positions for which the BOS has established a special or flat rate of pay as full remuneration for all services rendered irrespective of the number of hours worked. Premium pay will also be paid to regular part-time employees on the same basis as full-time employees except that when premium pay is paid on a biweekly or monthly rate, that rate will be paid to part-time employees on a pro rata basis.
- Sec. 506     HOURLY WAGE RATE: Whenever an employee whose salary or wage is fixed on a yearly or biweekly basis works less than the total number of hours in a particular biweekly period, the employee shall receive salary or wages for the period in accordance with the hourly rate of the employee's classification.
- Sec. 507     PAYMENT FOR SERVICES RENDERED ON AN ANNUAL BASIS: Whenever the salary for any position is established as an annual rate, the employee appointed to that position shall be paid on a biweekly basis a salary equal to one twenty-sixth of the annual salary.
- Sec. 508     SALARY RANGE CHANGES: Whenever a higher salary range is assigned to a classification, an employee holding a position in such classification shall have the employee's salary increased by the percentage increase in the classification's salary range, provided that no salary shall be lower than the minimum of the new salary range established for the classification. The employee's anniversary date shall not change in such an adjustment. Whenever a salary range is assigned to a classification which previously was compensated on a flat rate, an employee shall either retain the employee's salary immediately prior to the establishing of such salary range or receive the minimum of the salary range established for the classification, whichever is greater. Whenever the County Executive Officer (CEO) furnishes reasonable proof that an appointive employee whose classification was previously compensated on a flat rate is deserving of a higher placement in the newly established salary range than the minimum of such range, the BOS may authorize an adjustment to any point in the salary range assigned to the classification. The employee's anniversary date shall not be affected by such an adjustment.

Whenever a lower salary range is assigned to a classification, an employee holding a position in that class shall receive the same salary the employee was receiving on the day preceding the effective date of the new range, if such salary placement is within the newly established salary range. In all other instances, whenever a lower salary range is assigned to a



classification, an employee holding a position in the class whose salary immediately preceding the effective date of the new range was in excess of the maximum of the new range, then such employee shall receive the maximum of the new range. The anniversary date of an employee affected by the establishment of lower salary ranges for the employee's classification shall not be affected by such an adjustment.

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

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

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

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

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

- A.     A promotional probationary employee demoted to the class the employee formerly occupied in good standing shall have the salary status, probationary status, and anniversary date the employee would have achieved if the employee had remained in the lower class throughout the period of the employee's service in the higher class.
- B.     Upon the request of the employee, a probationary employee may, upon approval of the Department Head, be demoted to a class in which the employee did not previously hold status provided the Human Resources Division certifies that said employee is qualified

for the position to which the employee is demoted. Such employee shall be demoted to the entry level salary in the lower class or, upon request by the Department Head and approval by the Human Resources Director, retain the employee's current salary or receive the top of the range for the lower class, whichever is less. The employee shall also be required to serve a new probationary period.

Sec. 513     SALARY ON DEMOTION: Whenever an employee who has completed the employee's 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, the employee shall receive the highest salary on the new range that does not exceed the employee's rate of pay immediately prior to demotion and shall retain the employee's anniversary date.

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

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

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

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

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

Sec. 517     DENIAL OF MERIT INCREASE: If, in the appointing authority's judgment, the employee's performance does not warrant a merit salary increase on the employee's anniversary date, the Department Head may deny the increase and must complete the County performance evaluation rating form. Within 26 pay periods of that employee's anniversary date, the employee may request a review of the employee's merit increase by the appointing

authority or the appointing authority, by the appointing authority's own initiative, may review the matter. If the appointing authority concurs with the requested review or if the appointing authority independently initiates a review, then the appointing authority shall reopen the matter by submitting another performance rating and recommendation. If an employee's merit increase is deferred and granted within the year, that employee's next merit increase shall not be due until 26 pay periods have elapsed from the first day of the pay period on which the increase was actually granted. If the merit increase was approved on or before the fifth working day of the pay period, the employee's anniversary date shall be deemed to be the first day of that pay period during which the increase was granted. If the merit increase was approved and effective on or after the sixth working day of the pay period, then the employee's anniversary date shall be deemed to be the first day of the pay period following the effective date of the merit increase. An employee's anniversary date will be adjusted accordingly.

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

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

Sec. 520     SALARY ON PROMOTION: Except as provided below, a regular employee who is promoted to a position in a class having a higher salary rate shall receive the entry level salary for the higher class or such higher amount as would constitute a salary increase of approximately five percent (5%) on the range over the salary received prior to promotion, whichever is greater.

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

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

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

1.     No qualified person can be recruited to fill a position at a minimum rate; or,
  2.     The skills or experience of the regular employee warrant a higher salary placement.
- B.     VCSCOA shall be notified in writing of promotions made above the midpoint of the salary range and the specific justification thereto.
- C.     Succeeding merit increases within the salary range upon completion of each additional 26 pay periods in that class.

Sec. 521     ANNIVERSARY DATE ON PROMOTION: Whenever an employee is promoted to a position on or before the fifth working day of the pay period, the effective date of the employee's promotion for purposes of merit salary increases shall be the first day of the pay period during which the employee was promoted. Whenever a person is promoted to a position on or after the sixth working day of the pay period, the effective date of the employee's promotion for the purposes of merit salary increases shall be the first day of the pay period following such promotion.

Sec. 522     SALARY ON TEMPORARY PROMOTION: An employee assigned to a higher classification to fill a vacancy caused by sick leave or other approved

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

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

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

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

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

Sec. 524     HUMAN RESOURCES/PAYROLL SYSTEM: VCSCOA agrees to allow the County of Ventura to make the necessary mathematical conversions from days, pay periods, biweek, anniversary dates, months and years to the exact equivalent for the required hours in the Ventura County Human Resources Payroll (VCHRP) system without changing the intent or effect of the existing language of the MOA. Only hours of work for which there is no entitlement to premium overtime compensation shall be considered required hours.

For example, with respect to an employee working seven (7) 12-hour work shifts in a biweekly pay period (84 hours), as defined in this MOA, the four hours above 80 hours shall not be counted because they are compensated

at the premium rate. Therefore, a six (6) month period for those and all other represented employees consists of 1,040 hours comprised of 13, 80-hour biweekly pay periods.

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

Sec. 525     ONE-TIME PAYMENTS:

Effective with the pay period beginning October 13, 2024, regular, full-time employees (regularly scheduled to work 64 hours or more biweekly), who were covered by this Agreement on the date of adoption shall receive a onetime payment of one thousand dollars (\$1,000).

Effective with the pay period beginning August 3, 2025, regular, full-time employees (regularly scheduled to work 64 hours or more biweekly) who are covered by this Agreement shall receive a one-time payment of one thousand dollars (\$1,000).

Sec. 526     ONE-TIME CATCH-UP PAYMENT:

Effective the first pay period following BOS adoption, a one-time "Catch-up" payment will be provided to regular, active employees, in each classification covered by this MOA, of the respective General Salary Increase amount outlined in Section 501(A) of this agreement. The "Catch-up" payment will cover the increase in base salary/hourly rate, for each eligible individual, from August 18, 2024, through the last pay period prior to BOS approval.

## ARTICLE 6 PREMIUM PAY

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

The rates for the respective levels are:

<u>Bilingual Level</u>	<u>Premium Pay</u>
I	\$ .65/hour
II	\$ .80/hour
III	\$ 1.10/hour

Effective September 29, 2024, the rates for the respective levels are:

<u>BILINGUAL LEVEL</u>	<u>PREMIUM PAY</u>
I	\$0.69
II	\$1.00
III	\$1.32

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

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

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

Sec. 602 STANDBY PREMIUM PAY: Should an employee be placed on formal standby duty, such an employee shall be compensated for actual time on call at one-quarter (1/4) of the employee's regular hourly salary or at minimum wage, whichever is greater, and for time worked as a result of a callback to duty at the employee's hourly wage when funds for such

purposes have been specifically appropriated by the BOS after specific inclusion in the department budget. In no instance shall a callback to duty be considered as less than two hours for pay purposes. No employee shall be paid for call back time and standby simultaneously. All employees excluded from the overtime provisions of these Articles are also excluded from the provisions of this Section.

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

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

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

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

Sec. 606 JAIL TRAINING OFFICER PREMIUM: Employees in the classification of Sheriff's Service Technician, who are designated by Sheriff's Office management as Jail Training Officers, shall receive one dollar and fifty cents (\$1.50) per hour for each shift in which a trainee is assigned to them and they actually perform training related duties. Designation as a Jail Training Officer is solely within the discretion of the Sheriff's Office and may be revoked at any time by management of the Sheriff's Office.

Effective September 29, 2024, Jail Training Officer Premium will be increased from one dollar and fifty cents (\$1.50) per hour to three dollars (\$3.00) per hour for each shift in which a trainee is assigned to them and they actually perform training related duties.

Sec. 607 STAFF ASSIGNMENT PAY: Employees in the classification of Sheriff's Service Technician I/II, regularly assigned to work outside of custody, as assigned by the Sheriff's Office, on a 40-hour work week schedule, shall be eligible to receive Staff Assignment pay of three and one-half percent (3.5%) of base pay per biweekly pay period, not to exceed eighty (80) hours compensated per pay period.



## ARTICLE 7 HEALTH INSURANCE

### Sec. 701 COUNTY CONTRIBUTION:

- A. Regular employees may elect to be covered by the County of Ventura Flexible Benefits Program. The County shall contribute a biweekly contribution amount as approved by the BOS to be allocated to the purchase of any benefits option under the County's Flexible Benefits Program and subject to the provisions set forth below for the full-time and part-time regular employees.
- B. For regular, full-time employees enrolled in the County of Ventura Flexible Benefits Program, subject to terms and conditions of the plan document, the County shall continue to contribute a biweekly contribution amount for each tier of coverage as follows ("County Contribution"):

<i>Medical Plan Enrollment</i>	Effective Date		
	12/8/2024	12/7/2025	12/6/2026
Tier I – Employee Only	\$509	\$516	\$523
Tier II – Employee +1	\$700	\$747	\$797
Tier III – Employee +2	\$847	\$925	\$1010

The County Contribution will be allocated as follows: (1) a portion equal to the biweekly premium for the lowest cost employee-only group health coverage that offers minimum value ("Health Allowance") shall be used solely for the purchase of group health plan coverage; and (2) the difference between the County Contribution and Health Allowance may be used for the purchase of any other benefits offered under the Flexible Benefits Program, or taken as taxable compensation.

- C. For regular, part-time employees enrolled in the County of Ventura Flexible Benefits Program, subject to the conditions of the plan document, the County shall continue to contribute a biweekly amount for each tier of coverage as follows:

<i>Medical Plan Enrollment</i>	Effective Date		
	12/8/2024	12/7/2025	12/6/2026
Tier I – Employee Only	\$356	\$361	\$366
Tier II – Employee +1	\$490	\$523	\$558
Tier III – Employee +2	\$593	\$648	\$707

- D. 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.

Sec. 702      MEDICAL PLAN OPT-OUT OPTION:

- A.      A regular employee may elect the Medical Plan Opt-Out Option declining medical coverage under the County of Ventura Flexible Benefits Program for the employee and the employee's dependents with adequate proof of enrollment in other qualifying group health insurance coverage.
- B.      Employees electing not to participate in a County-sponsored health care plan must complete and submit the Opt-Out Certification Form certifying that they are enrolled and covered under another group hospital and medical health plan. The Opt-Out Certification Form shall be received by the Human Resources Department within thirty (30) days from date of hire, mid-year change, and annually during Open Enrollment.
- C.      For regular full-time employees electing the Medical Plan Opt-Out Option, the employee will receive a taxable biweekly cash payment as follows:
  - 1.      Effective 12/10/2023, \$135
  - 2.      Effective 12/8/2024, \$140
  - 3.      Effective 12/7/2025, \$145
  - 4.      Effective 12/6/2026, \$150
- D.      For regular part-time employees electing the Medical Plan Opt-Out Option, the employee will not be eligible to receive a taxable biweekly cash payment.

Sec. 703      CONTINUATION OF HEALTH PLAN: Should an employee exhaust the employee's sick leave and go on medical or maternity leave of absence without pay, the County agrees to continue to make its contribution to the Flexible Benefits Program for up to six (6) biweekly pay periods. The number of hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay.

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

plan, matters related to the administration of the HRA plan, and assisting in educational activities.

Sec. 705     COUNTY'S RIGHT TO MAKE CHANGES: For the term of this Agreement, the parties agree that the County retains the exclusive right to make changes necessary to administer the Flexible Benefits programs, and VCSCOA specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes. Such changes may include, but are not limited to, the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

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

Sec. 706     STATE DISABILITY INSURANCE (SDI): The parties agree to continue participation in the employee-paid State Disability Insurance Program (SDI) pursuant to applicable State of California regulations and the following provisions:

- A.     For purposes of this Section only, the term "employee" shall include regular employees assigned to County classifications. This inclusion in the SDI program will not confer any representation rights to temporary help employees or alter in any way the definition of "employee" in the County's Personnel Rules and Regulations or current MOA.
- B.     If a bargaining unit chooses to withdraw from SDI after the required two (2) years, membership must present a majority petition indicating such desire.
- C.     This program shall be administered by the County.
- D.     The employee shall pay all costs of the program.
- E.     Per State of California regulations, benefits for employees not previously covered by SDI shall become effective approximately seven (7) months after enrollment

## ARTICLE 8 OTHER COMPENSABLE BENEFITS

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

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

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

<u>CLASSIFICATION</u>	<u>AMOUNT</u>
Sheriff Service Technician I, II	\$1,050.00

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

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

Sec. 805 PERSONAL PROPERTY REIMBURSEMENT POLICY:

- A. Criteria - When employees have an item of personal property lost, damaged, or stolen while in the line of duty and through no fault of their own and when that item is necessarily worn, carried, or required

as part of their job, a claim for reimbursement may be submitted to the Safety and Claims Officer.

- B. Amount of Claim - The minimum claim shall be for a cumulative total of ten dollars (\$10) per incident; claims of under ten dollars shall not be processed. The maximum amount any one employee may claim is five hundred dollars (\$500) in one year.
- C. Level of Reimbursement - Glasses, dentures, hearing aids, or other prosthesis, and watches will be reimbursed as provided for in Section D. All items of personal property listed in Table I which are damaged, lost or stolen will be reimbursed at a formula rate, as provided for in Tables I and II. Such a formula will be based on the age, replacement cost, life expectancy, and condition of the article at the time it was lost, damaged, or stolen. The formula is derived by use of the following table:

**TABLE I - LIFE EXPECTANCY RATE**

MEN'S WEAR		WOMEN'S WEAR	
Item	Rate (Years)	Item	Rate (Years)
1. Coats & Jackets - Leather & Suede	3 4	1. Coats & Jackets - Leather & Suede	3 4
2. Hats	1	2. Blouses	1.5
3. Neckties	1	3. Dresses	2
4. Rainwear - Plastic - Fabric	1 2	4. Rainwear - Plastic - Fabric	1 2
5. Shoes	1.5	5. Shoes	9 mo
6. Shirts	1.5	6. Shirts	2
7. Slacks	2	7. Slacks	1.5
8. Suits	3	8. Suits	3
9. Sport Coats	4	9. Sweaters	2
10. Socks	0.5	10. Underwear - Slips - Foundation Garments - Panties	1.5 0.5 0.5
11. Sweaters	2.5		
12. Underwear	2.5		
13. Work Clothes	1.5	11. Uniforms	1.5

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

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

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

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

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

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

**EXAMPLE:**

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

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

Sec. 807 EDUCATION INCENTIVE PAY:

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

## ARTICLE 9 TEXTBOOK AND TUITION REIMBURSEMENT

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



Sec. 904 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

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

Sec. 905 TEXTBOOK AND TUITION REIMBURSEMENT: The County shall, unless otherwise designated in this MOA, provide for 100% reimbursement of tuition for off-duty, job-related recognized courses up to a maximum of two thousand (\$2,000) dollars per fiscal year, in accordance with the provisions of the Article. This benefit is to be applied in the fiscal year in which the course work is completed. The Department Head shall not authorize expenditures in excess of the maximum.

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

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

Sec. 907 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Department Head is responsible for the administration of this program. Applications for reimbursement must receive approval by the Department Head prior to the first class session. An official record of grades and receipts must be received by the Department Head within 90 days after the last class session. Reimbursement will be made to the employee within two weeks after grade cards and receipts have been received by the Department Head. New employees, however, will not be reimbursed until they have completed thirteen

(13) biweeks of County employment. The Human Resources Director may develop such forms and additional procedures, which the Human Resources Director deems necessary to accomplish the intent of this textbook and tuition program.

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

## ARTICLE 10 HOURS OF WORK

- Sec. 1001 NORMAL 80-HOUR BIWEEKLY WORK PERIOD: Except as may be otherwise provided, the official biweekly work period of the County of Ventura shall be ten (10) working days of eight hours each. It is the duty of each Department Head to arrange the work of the employee's department so that each regular employee therein shall work no more than ten (10) days in each biweekly period, except that the Department Head may require any employee in the employee's department to temporarily perform service in excess of ten (10) days per biweekly period, when public necessity or convenience so requires. The provisions of this Article are intended to define the normal work period and do not guarantee a minimum number of hours of work. The County retains its right to relieve employees from duty because of lack of work or for other legitimate reasons; however, this does not preclude employees or VCSCOA from grieving the practical consequences of that action.
- Sec. 1002 OTHER ALLOWABLE WORK PERIODS: The Department Head may, following communication with the employees involved, assign employees of the Department to any other schedule which aids the Agency's ability to serve the public if such schedule is not a violation of State or Federal law. The County agrees to consult with VCSCOA prior to the employees being placed on a modified workweek.
- Sec. 1003 WORK SCHEDULE CHANGES: The County and VCSCOA agree to meet and discuss problems with or changes in work schedules on a Department basis during the term of this MOA upon request of either party.
- Sec. 1004 EMPLOYEES WORKING "STRAIGHT" 8-, 9- 10-, or 12-HOUR SHIFTS: Those employees assigned to work a straight eight (8), nine (9), ten (10) or twelve (12) hour shift schedule shall, respectively, work eight (8), nine (9), ten (10) or twelve (12) hours straight, inclusive of paid lunch and/or breaks.
- Sec. 1005 BENEFIT ACCRUALS FOR OTHER THAN 8-HOUR EMPLOYEES: Benefit accruals for full-time employees on modified work schedules shall be on the same basis as other full-time employees, with accrual based on regular scheduled hours.
- Sec. 1006 VARIABLE WORK HOUR PROGRAM:
- A. DEFINITIONS:
1. VARIABLE WORK HOURS will be defined as either a compressed workweek, or flexible working hours.
  2. COMPRESSED WORKWEEK is defined as a workweek schedule which permits employees to finish their usual number of working hours in fewer days per pay period either

by working the normal weekly hours in four days (4/10) or the normal biweekly hours in nine days (9/80).

3. FLEXIBLE WORKING HOURS: Flex-time allows an employee to vary their start and finish times within County parameters and policies to meet 5/40, 4/10, 9/80, or other schedules. All employees are required to be in the workplace during the core hours set by the department. Flex-time work schedules are offered to employees at the discretion of management.

B. CONDITIONS:

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

1. The determination to implement a variable work hour program shall be at the sole discretion of the Department Head.
2. To the extent that Department trip reduction goals can be met, employee participation in the program is voluntary. However, nothing contained herein either precludes management from assigning employees to the variable work hour program or denying their requests for voluntary participation.
3. The Department Head may decide to cancel the program at any time, at which time the employees shall be assigned another work schedule. Cancellation will be preceded by a twenty-one (21) day notification.
4. Eligibility for variable work hours will be at the sole discretion of the Department Head.
5. Overtime, if required, will normally be scheduled on the employee's day off.
6. On a compressed workweek program, use of full vacation, sick, or annual leave days will be charged 10 hours on the 4/10, or 8 or 9 hours on the 9/80, depending upon the scheduled hours of the employee.
7. Any employee requesting a change in a schedule or a flexible working hours schedule will require the supervisor's approval, subject to management's review.
8. Any change in working hours schedule shall be at the sole discretion of the appropriate supervisor/manager.

9. Preference in selecting a day off, or variable hours starting and ending time, may be given to employees with ridesharing arrangements, or dependent care considerations. This is a guideline for use by managers in determining workflow and coverage issues.
10. Employees and managers/supervisors may be required to complete periodic surveys, to evaluate the effects of the program.
11. Employees participating in the program will be required to sign an agreement that they have read and understand the program.

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

## **ARTICLE 11 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). No provision of this Article should be construed as guarantee of hours of work per day/week/biweek, nor of days of work per week/biweek.

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

Sec. 1103 DEFINITIONS:

For purposes of this Article only:

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

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

Sec.1104 OVERTIME COMPENSATION:

- A. Except as provided in "C" below, cash compensation calculated at the FLSA-mandated one and one-half the regular rate of pay shall be paid for all hours actually worked (as per Section 1103-B & D) in excess of eighty-six (86) hours in a 14-day DWP.
- B. Contractual Overtime (all non-"FLSA Overtime") shall be paid at one and one-half (1½) times the base rate of pay minus the percentage increase to that base rate of pay due to the "offsets" described in Section 408 of the 2014-17 MOA.
- C. In lieu of the cash compensation provided by "A" immediately above, and subject to both management approval and the limitations on use set forth below, an employee may elect to accrue compensatory time off (CTO) provided, however, that should an employee elect to accrue CTO, the employee shall accrue only CTO hours (time) equal to the number of overtime hours (time) actually worked. The half-time premium for overtime hours (time) worked shall be paid in cash at the regular rate of pay. Employees may accrue up to a maximum of one hundred and eighty (180) hours of CTO. Once an employee's CTO "bank" reaches 180 hours, any additional hours shall be paid in cash in accordance with sub-section "A" immediately above until such time as the employee's CTO bank falls below 180 hours.
1. Accumulated CTO may be taken off by an employee with prior approval of departmental management.
  2. All requests for use of CTO shall be in writing, with fourteen (14) days' advance notice constituting reasonable notice to receive a leave of absence with pay.
  3. In approving and directing CTO, management will accommodate employee convenience to the degree possible in light of operational requirements. CTO requests shall be granted in an amount up to two (2) SST backfilled positions per detention facility to the extent that approving the CTO does not exceed 30% of staff off per shift.
  4. CTO requests for less than a full workweek of CTO may be submitted no more than 60 days prior to the date(s) off requested, and no less than 14 days prior to the date(s) off requested, unless otherwise approved by bureau management or management designee.

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

Sec. 1105 7 (k) EXEMPTION:

- A. The County herein affirmatively elects the 7(k) partial overtime exemption for Sheriff's Office employees involved in law enforcement activities and represented by VCSCOA. Said employees are employed in the classifications of Sheriff's Service Technician I and II.



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

## ARTICLE 12 ANNUAL LEAVE

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

Sec. 1202 ACCRUAL RATES:

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

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

- B. Annual leave is earned according to each biweekly pay period of service commencing with the initial anniversary date assigned an employee during the employee's latest period of County employment. Absence without pay and part-time employment shall cause said pay period's accrual of annual leave credits to be reduced on a pro rata basis.
- C. Maximum Accrual: Employees shall not accumulate more than 600 hours of annual leave. It is the mutual responsibility of the employee and the Department Head to ensure that no employee shall exceed the maximum accrual.
- D. Annual Leave 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 BOS, employees shall, notwithstanding the accrual limit set forth in Sec. 120 (C ), above, be permitted to continue to accrue annual leave hours in excess of the maximum annual leave credit accrual limit up to an amount not to exceed 60 hours. Such accruals in excess of the maximum annual leave credit accrual limit may occur only during the period of the declared natural disaster and in no case shall the total number of accrued hours of any employee exceed 660.

Within six months from the date of the end of the natural disaster, any employee who was permitted under this subsection to accrue

annual leave hours in excess of the maximum accrual limit set forth in Sec. 1202( C ), above, shall draw down (by use for paid time off or cash redemption pursuant to Sec. 1204, below) their accrued annual leave hours that are in excess of the maximum accrual limit set forth in Sec. 1202 ( C ), above, or lose the value of all hours in excess of that maximum accrual limit.

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

Sec. 1204 ANNUAL LEAVE REDEMPTION: An employee may elect to receive pay in lieu of up to eighty (80) hours (or for those with 10,400 hours or more of continuous County service, up to one hundred twenty (120) hours) of accrued annual leave at the employee's current base hourly salary rate. Any such election shall be subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of annual leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash.
- B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for cash payment in the ordinary payroll process. An employee may make up to two requests per calendar year for cash payment in lieu of a combined annual maximum of eighty (80) or, for those with 10,400 hours or more of continuous County service, one hundred twenty (120) hours of annual leave accrual. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.

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

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

2. At the time the employee makes a request for cash-out payments to be paid, the employee submits an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
  3. This exception will expire January 1, 2018, as to employees who are entitled to tier I or safety retirement; and will expire December 31, 2020, as to employees entitled to tier II retirement.
- C. An employee must use eighty (80) hours of accrued annual leave during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, “use” shall mean actually taking time off work and being paid annual leave pay for such time off. If the employee has not used the required eighty (80) hours in the twelve (12) months immediately preceding the cash-out request, 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 annual leave by the end of the election year as a result of the denial of a written request (or requests) to use annual leave, the employee’s election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the annual leave hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours requested in the denials and actual annual leave hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller’s Office at the time the request is made to void the election.
- D. If an employee fails to request payment for the total annual leave hours elected for cash-out, the County shall unilaterally cash out the elected annual leave hours to the extent that an employee has accrued annual leave available before December 31 of the calendar year.
- E. Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.
- F. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall be

deemed to have irrevocably elected not to redeem annual leave for cash in the subsequent calendar year.

- G. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem annual leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, “unforeseeable emergency” means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee’s spouse, or a dependent of the employee, loss of the employee’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee’s assets (to the extent that liquidation of the employee’s assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller’s Office in its sole discretion.
- 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 November 2017 or substantially similar provisions will not trigger constructive receipt of income from accrued leave, or that the rule that only annual 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, VCSCOA may, at its sole option, compel the County to reopen negotiations in order to restore the leave redemption provisions in place in November 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. 1205 ADVANCED ANNUAL LEAVE CREDIT: New full-time employees shall receive seven (7) biweekly pay periods of advanced annual leave accruals as of the date of hire. Said annual leave advancement shall be balanced upon completion of seven (7) biweekly pay periods of service or upon earlier separation.

Sec. 1206 ANNUAL LEAVE USAGE:

- A. The Department Head shall be responsible for scheduling the annual leave periods of the Department Head's employees in such a manner as to achieve the most efficient functioning of the department and of the County service. The appointing authority shall determine when annual leave will be taken.
- B. Employees claiming illness or injury as grounds for unscheduled usage of annual leave may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness. Any employee absent from work shall notify the employee's Department Head on the first day of such leave and as often thereafter as directed by the employee's Department Head. The Human Resources Director or the Department Head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.
- C. An employee absent due to the employee's illness or injury for more than 5 consecutive work days shall not be entitled to use annual leave for the employee's absence on any day after the 5 days unless and until the employee presents to the appointing authority a certificate signed by the employee's physician stating that the employee was ill or injured on each day of such absence. Any employee absent for a period of 5 consecutive work days due to illness or accident may, at the discretion of the appointing authority or the County Human Resources Director, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Human Resources Director and shall be at County expense.

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

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

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

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

Sec. 1211 DISABILITY INCOME PROTECTION PLAN:

- A. The County will provide a Disability Income Protection Plan for full-time employees.
- B. The Disability Income Protection Plan shall have a waiting period of 30 calendar days before the benefits shall be extended to an employee. The benefits shall continue to a maximum of two years for illness or five years for injury. The maximum allowable benefits shall be 60% of the first \$3,500 of the monthly salary to a \$2,100 maximum benefit subject to the terms and conditions of the Disability Income Protection Plan.
- C. Employees shall use any remaining sick leave accruals in excess of 360 hours before becoming eligible for disability income protection benefits.

Sec. 1212 MAINTENANCE OF SICK LEAVE ACCRUAL BANKS:

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

## ARTICLE 13 HOLIDAYS

Sec. 1301 HOLIDAY POLICY: Paid holidays shall be authorized only for regular full-time, regular part-time, and provisional employees. To be entitled to pay for such paid holidays, an employee must be entitled to compensation for the employee's 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. Presidents' Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Juneteenth; June 19;
6. Independence Day, July 4;
7. Labor Day, the first Monday in September;
8. Veterans Day, November 11;
9. Thanksgiving Day, the fourth Thursday in November;
10. Day After Thanksgiving;
11. Christmas Day, December 25;
12. 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 BOS.

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

- A. In addition to the holidays listed above, effective January 1 of each year, each permanent, full-time employee covered under the terms of this Agreement shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours.

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



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

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

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

Sec. 1304 WORK ON HOLIDAYS: Regular full-time and regular part-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half their regular rate of pay for hours actually worked between the hours of 12:01 a.m. and 12:00 midnight of the holiday, in addition to receiving straight time payment for said holiday, such straight time pay not to exceed twelve (12) hours per holiday.

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

## ARTICLE 14 SICK LEAVE

- Sec. 1401 HISTORICAL SICK LEAVE PROVISIONS: For historical purposes, current employees in classifications represented by VCSCOA earn annual leave and do not earn sick leave. The language in this Article is included in order to set forth benefits for those employees who had previously earned sick leave and may have some sick leave hours remaining in their sick leave banks as of the effective date of this MOA.
- Sec. 1402 MAXIMUM SICK LEAVE ACCRUAL: The maximum allowable sick leave accrual shall be eight hundred (800) hours except for the following conditions:
- A. An employee with a sick leave accrual in excess of eight hundred hours as of July 11, 1976, shall have the option of either: (a) designating the employee's July 11, 1976, accrual total as the employee's new individual sick leave accrual limit; or (b) electing eight hundred hours as the employee's maximum accrual limit and receiving cash payments of twenty-five percent (25%) of said employee's hourly rate for all hours in excess of eight hundred (800) hours.
  - B. An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual cash payment of twenty-five percent (25%) of the employee's hours over the accrual maximum.
- Sec. 1403 APPROPRIATE USES OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:
- A. Absence caused by illness or injury of an employee.
  - B. Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the agency or department head.
  - C. Maternity leave as provided in these Articles.
  - D. Unless authorized by the Human Resources Director, a maximum of forty (40) hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of the employee's immediate family. For the purposes of this Section, "immediate family" shall mean the husband, wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law of employee.

- E. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification of a physician that such usage is medically required.
- F. If otherwise eligible, sick leave, annual leave, vacation, or compensatory time may be used in conjunction with either State Disability Insurance or County's Disability Income Protection Program in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had the employee actually worked the employee's normal schedule.

Sec. 1404 DEPARTMENTAL RESPONSIBILITY FOR ADMINISTRATION: The Department Head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Any person absent from work on sick leave shall notify the Department Head on the first day of such leave and as often thereafter as directed by the Department Head. The Human Resources Director or the Department Head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

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

Sec. 1406 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by the employee at the time of such termination irrespective of whether or not such a person is subsequently employed by the County.

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

- A. All employees with (10) ten years or more of continuous County service shall upon retirement or termination, except discharge for

cause, receive a cash payment of 25% of their unused sick leave balance.

- B. The amount of all payment prescribed by this Section shall be computed on the basis of the hourly rate equivalent of the employee's base salary on the last day worked.

Sec. 1408 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly salary rate earnable by the employee on each day that the employee is on sick leave.

Sec. 1409 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave shall not be used to continue the salary of any employee after it has been determined by the County's Employee Health Services Physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement. Sick leave may not be utilized by such employee after such determination has been made in conformance with Section 4850 of the California Labor Code and/or County Retirement Board.

Sec. 1410 USE OF SICK LEAVE FOR MATERNITY: An employee may elect to use accumulated sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall not be counted as part of the one year available for maternity leave without pay.

Sec. 1411 SICK LEAVE BENEFITS FOR PART-TIME EMPLOYEES: Usage of any sick leave benefits shall be governed by these Articles.

## ARTICLE 15 INDUSTRIAL LEAVE

Sec. 1501 APPLICATION FOR INDUSTRIAL LEAVE: Any employee absent from work due to illness or injury arising out of and in the course of employment may receive full compensation for the first three (3) scheduled work shifts of such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by Risk Management.

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

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

If the above conditions are met, such individual shall be paid for the first three (3) scheduled work shifts of absence following such accident or illness. Payment under this provision shall not be cumulative with any benefit, which said employee may receive under the Labor Code of the State of California awarded as the result of the same injury.

Sec. 1503 SUPPLEMENTAL PAID INDUSTRIAL LEAVE: If the employee becomes eligible for payment under the Labor Code of the State of California, either through hospitalization or length of disability, for benefits for the first twenty-four (24) working hours of disability as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to the employee's full regular salary for the first twenty-four (24) working hours of disability if the conditions in Section 1502 are met. In no event shall benefits under this section be combined with benefits under the Labor Code of the State of California so as to provide payments in excess of an employee's base salary.

Sec. 1504 USE OF OTHER LEAVE: If the request for paid industrial leave is denied, the employee may elect to use accumulated sick leave or accrued annual leave to receive full compensation for the initial twenty-four (24) working hours following the accident or illness.

Sec. 1505 FULL SALARY: Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take as much of the employee's accumulated sick leave or accumulated annual leave so as when added to the employee's temporary disability indemnity, it will result in payment to the employee of the employee's full salary.

- Sec. 1506 EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY: An employee who has exhausted the employee's 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 the employee would have normally accrued had the employee not been placed on temporary disability leave of absence without pay.
- Sec. 1508 ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY: An employee who is on temporary disability leave of absence as provided in Section 1506 shall be entitled to accrue the same annual leave credit the employee would have normally accrued had the employee 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 the employee would have normally accrued had the employee not been placed on temporary disability leave of absence without pay.
- Sec. 1510 HEALTH PLAN CONTRIBUTION: For employees on temporary disability leave of absence without pay as provided in Section 1506, the County shall continue to make its contribution to the health plan premium as long as said employee remains on temporary disability leave of absence without pay.
- Sec. 1511 BENEFITS WHILE ON TEMPORARY DISABILITY LEAVE OF ABSENCE WITHOUT PAY: Except as expressly provided in this Article or in the Labor Code of the State of California, employees on temporary disability leave of absence without pay shall not accrue or be eligible for any compensation or benefits while on such leave of absence.
- Sec. 1512 RELATIONSHIP TO LABOR CODE: Payment of salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.

## ARTICLE 16 LEAVES OF ABSENCE

- Sec. 1601 LEAVES OF ABSENCE-GENERAL POLICY: Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training or assisting other public jurisdictions, may be granted by the appointing authority not to exceed one year when such leave is in the best interest of the County. Additional leave for the same purposes may be granted by the Human Resources Director with the concurrence of the appointing authority. This Section shall not limit military leave of absence rights as provided in the California Military and Veterans Code, and 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.
- Sec. 1604 ANNIVERSARY DATE AND SALARY INCREASE ADJUSTMENT FOLLOWING LEAVE: Whenever an employee returns from a leave of absence without pay, the employee's anniversary date shall be adjusted. Such employee shall be required to work the number of hours equivalent to the number which preceded the employee's anniversary date immediately prior to being placed on a leave of absence without pay. When the equivalent number of hours has been worked, such employee shall have their anniversary date adjusted. If the leave of absence was for one pay period or less, then the provisions of this Section shall not apply, and such employee shall be treated as if the employee had not been on a leave of absence without pay. If the date upon which the equivalent number of hours worked falls on or before the fifth working day of the pay period, the employee's anniversary date shall become the first day of such pay period. If the employee shall complete such work on or after the sixth working day of the pay period, then the employee's anniversary date shall become the first day of the pay period immediately following the date the employee completes such work.
- Sec. 1605 BEREAVEMENT LEAVE: Any regular employee may be allowed to be absent from duty for up to three (3) working days without loss of pay because of the death of a member of their immediate family. Additionally, in connection with the same death of a member of their immediate family, a regular employee shall be entitled to be absent from duty for two (2) additional working days for which the employee may use accrued annual leave or vacation, accrued sick leave to or leave without pay. When travel to distant locations or other circumstances requires absence in excess the aforementioned five (5) working days, the appointing authority may allow

the use of accrued annual leave or vacation, or up to one (1) day of accrued sick leave to supplement the five (5) working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the husband, wife, parent, brother, sister, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or stepparent of an employee.

Sec. 1606 MATERNITY LEAVE: An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician or, if the appointing authority requests, the determination may be made by the County's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin maternity leave shall be made on the basis of the following:

- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy; or
- B. The County physician, in consultation with the employee's physician and employee, determines the employee's continued employment causes unreasonable risks of liability to the County; or
- C. The employee is unable to satisfactorily perform her job duties.

Sec. 1607 LENGTH OF MATERNITY LEAVE: A maternity leave of absence without pay shall be granted by the appointing authority in accordance with the minimum provided under State/Federal law. Additional leave, up to a total combined maximum of one year, may be granted by the appointing authority.

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

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

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



## **ARTICLE 17 PART-TIME EMPLOYEES**

Sec. 1701     DEFINITION AND BENEFITS, IN GENERAL: Except as provided in Sec. 701, benefits for employees designated as part-time who regularly work less than eighty (80) hours per biweekly pay period and who work less than 1664 hours per calendar year shall be limited to those specifically provided in this MOA. Such benefits shall accrue on a pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80) in a biweekly pay period. This Section shall not apply to employees involuntarily placed on a part-time schedule.

## **ARTICLE 18 PROBATIONARY PERIOD**

Sec. 1801 LENGTH OF PROBATIONARY PERIOD: The probationary period is 1,040 hours exclusive of overtime. If federal, state, or local law requires a longer probationary period, such law shall prevail. The probationary period for a part-time employee shall equal the same number of hours (1,040) that have to be served by a full-time employee.

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

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

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

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

Sec. 1803 EXTENSION OF PROBATIONARY PERIOD: Employees serving a probationary period may request and the Department Head on their own initiative may authorize an extension of the probationary period of an additional one to thirteen pay periods where insufficient training, marginal performance and other related factors warrant such extension. This authorization shall be in writing. The Department Head shall give two (2) weeks' notice to the Human Resources Director and the employee of any extension and the reasons therefore.

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

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

Sec. 1805 RETURN TO PREVIOUS POSITION: A promoted employee who is dismissed during the employee's probationary period, except if the cause warrants action to dismiss the employee from the County Service, shall return to the position in which the employee held permanent status, if vacant, or any other vacant position in the employee's former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in the employee's permanent personnel file. Upon a return to the employee's former position in the same department, the employee shall not serve a new probationary period. In the absence of such vacancy in the department in which the employee 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 the employee held permanent status, with the right to be restored to the employee's original classification when the first vacancy occurs. The employee need not serve a new probationary period if the employee accepts a voluntary demotion.
- C. When an employee takes a probationary demotion to a lower related class in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.
- D. Be placed on the reemployment list for two years for the last classification where permanency was held. The first vacancy that occurs anywhere in the previously employing department or agency in that classification shall be given to the employee. The employee shall not serve a new probationary period when reemployed.

## **ARTICLE 19 PERFORMANCE REVIEWS**

- Sec. 1901     ADMINISTRATION OF EVALUATION PROGRAM: Performance appraisal reports shall be prepared, discussed with each employee, and submitted to the Human Resources Director no later than fifteen (15) days prior to the employee's anniversary date. One copy of each fully completed and signed report shall be given to the employee.
- Sec. 1902     NATURE OF PERFORMANCE EVALUATIONS: Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluation period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance evaluation form for the employee to sign, signifying that the employee has read the supervisor's comments. Space will also be provided so that employees may give related comments of their own relative to the performance evaluation. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the division, Department Head, or to the Human Resources Director. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee.
- Sec. 1903     CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance appraisals reports shall be confidential and shall be made available as required to the employee, appointing authority, Human Resources Director, and the Arbitrator. The employee may designate in writing that the employee's VCSCOA representative may inspect such evaluations.

## ARTICLE 20 PERFORMANCE PROBLEMS

- Sec. 2001    COUNSELING: In the event an employee's performance is unsatisfactory or needs improvement, informal counseling shall be provided by the employee's first-level supervisor. Documentation of such counseling shall be given to the employee as it is developed.
- Sec. 2002    UNFAVORABLE REPORTS ON PERFORMANCE (Counseling Memos, Written Admonishments, and Reprimands): If upon such counseling an employee's performance does not improve and disciplinary action could result, a written report shall be prepared by the supervisor, including specific suggestions for corrective actions, if appropriate. A copy shall be given to the employee and a copy filed in the employee's personnel file. Provided no additional report has been issued during the intervening period, each report shall be removed from the employee's file at the end of two years if requested by the employee. The County agrees that such reports shall not be submitted nor should any reference be made to such reports by the County in Civil Service Commission hearings or arbitrations arising from appeals or grievances after the two-year period provided for under this Section.
- Sec. 2003    IMMEDIATE DISCIPLINE: This article shall not operate as a bar to immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct or performance warrants such action and where such action is permissible under law.

## ARTICLE 21 PERSONNEL FILE

- Sec. 2101 EMPLOYEE ACKNOWLEDGMENT OF MATERIAL PLACED IN PERSONNEL FILE: No material relating to performance appraisal, salary action or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that the employee has read such material by affixing the employee's signature on the material to be filed with the understanding that, although such signature indicates acknowledgment, it does not necessarily indicate signature on the material to be filed with the understanding that, although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in the employee's 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 the employee's personnel file, or the employee may designate in writing the employee's VCSCOA representative to inspect the file.

## ARTICLE 22 ADDITIONAL EMPLOYEE BENEFITS

### Sec. 2201 DEFERRED COMPENSATION:

- A. Employees in the units covered by this agreement may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401(k) Plan, must contribute at least two and one-half percent (2.5%) of salary and the County shall match two and one-half percent (2.5%).
- B. Effective May 31, 2024 (pay period 2024-11) and annually thereafter in the third pay period of subsequent payroll years, the County will make a non-elective contribution equal to two percent (2%) of annualized compensation to the 401(k) account of each eligible employee covered by this Agreement. To be eligible for the non-elective contribution, an employee must be on the active payroll as of December 31 of the calendar year immediately preceding the payment date, possess a minimum of five (5) years of continuous County service as of December 31, and be scheduled to receive a regular (not final) paycheck for the pay period in which the non-elective contribution is to be made (i.e., third pay period).

For example, an employee covered by this Agreement who is employed as of December 31, 2023, and possesses six (6) years of continuous County service as of that date and is scheduled to receive a regular paycheck in pay period 2024-11, shall be eligible for the non-elective contribution to their 401(k) plan. An employee no longer covered by this Agreement, for any reason, as of December 31, 2023, will be ineligible for the non-elective contribution. Likewise, an employee who is covered by this Agreement as of December 31, 2023, and has less than five (5) years of continuous County service as of that date will be ineligible for the non-elective contribution.

The amount of the non-elective contribution under this section shall be calculated based on the compensation components as defined in Section 2201 of this Agreement for the 26 pay periods consisting of pay periods #2-#26 (or #27, when applicable) of the preceding calendar year and pay period #1 of the subsequent calendar year. The non-elective contribution is subject to all applicable IRS limitations.

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

during the employee's vacation or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.

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

Sec. 2204 PARKING SPACE:

- A. The County shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.
- B. Notwithstanding the provisions of Article 33, VCSCOA agrees to reopen negotiations within fifteen (15) days of a written request by the County to meet and confer over the implementation of methods or procedures to assist the County in meeting its Rule 211 requirements. Topics for negotiations would include, but not be limited to, mandatory ride-sharing.

Sec. 2205 SPECIAL EQUIPMENT OR CLOTHING: Under no circumstances shall the employee be required to purchase special equipment or clothing unless so directed by order of the BOS.

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



## ARTICLE 23 TRANSFERS

- Sec. 2301     DEFINITION: A transfer is a change from one department or agency to another in the same or similar classification, or a change from one class to a similar class within a County department or agency.
- Sec. 2302     MINIMUM QUALIFICATIONS: A person must meet the minimum qualifications of the classification to which the employee is to be transferred. Employees who have not completed their probationary period shall not be eligible for transfer.
- Sec. 2303     SALARY RATE AND ANNIVERSARY DATE ON TRANSFER: If the transfer occurs within the County Service, there shall be no change in salary rate or anniversary date. Any regular employee may be transferred from one position to another in either the same classification or to one, which has the same salary range. An employee so transferred shall retain the employee's anniversary date.
- Sec. 2304     PROBATIONARY PERIOD ON TRANSFER: If transfer occurs within the County Service, the employee shall not be required to serve another probationary period.
- Sec. 2305     APPROVAL OF TRANSFER: All transfers must have the written approval of the appointing authorities concerned and the Human Resources Director.
- Sec. 2306     SALARY RATE AND ANNIVERSARY DATE ON INVOLUNTARY TRANSFER: Whenever an employee is involuntarily transferred to a position in a different classification having the same salary range as the employee's former position, the employee shall retain the employee's salary rate and anniversary date.
- Sec. 2307     WRITTEN REQUEST FOR TRANSFER: Any employee wanting to transfer shall submit a request in writing to the Human Resources Director indicating a desire to transfer, present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 2308     CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER: Whenever the Human Resources Director receives a request for certification of eligibles to an appointing authority, all persons who, within one year from the date of the certification request, have requested a transfer shall have their names submitted to the appointing authority for consideration for appointment and shall be so notified. Such consideration shall be made in accordance with the provision of Section 808 of the Ventura County Personnel Rules and Regulations.

Sec. 2309 TRANSFER WITHIN DEPARTMENT: An employee desiring transfer to another position within the Department may request consideration for transfer by memo to the designated Department Personnel Officer.

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

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

Sec. 2310 DURATION OF TRANSFER REQUEST: Except as provided in Section 2409 and notwithstanding any other consideration, a transfer request shall not be honored for more than one year. In addition, a transfer request may be invalidated for any of the following reasons:

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

## ARTICLE 24 REDUCTIONS IN FORCE

Sec. 2401 LAYOFF PROCEDURE: Whenever there is a reduction in force, one or all of the following may occur, until the situation which necessitated the reduction in force has been eliminated:

- A. All incentive or differential payments to existing employees shall cease.
- B. Except for emergency situations as declared by the County, no overtime will be authorized or paid.
- C. All merit increases may be delayed twenty-six (26) pay periods.
- D. Employees shall be laid off in the following order:
  - 1. Extra help employees
  - 2. Provisional employees
  - 3. Fixed term (only those positions filled with Regular Permanent and Regular Probationary employees)
  - 4. Temporarily promoted employees
  - 5. Probationary employees
  - 6. Employees, who, within the twenty-six (26) pay periods immediately prior to the layoff, have received a disciplinary suspension of more than one day, or a demotion or reduction in pay equivalent to a suspension of more than one day. If an employee has been demoted as a result of this provision then, for further reduction in force decisions, such disciplinary action will not be considered.
  - 7. Permanent employees.

Sec. 2402 SENIORITY: Seniority shall be determined by each employee's continuous County service. All uninterrupted employment with the County, including all time served as a provisional, probationary, limited term or permanent part-time employee, shall be counted as continuous County service seniority. A separation from the County service shall be the only cause for interrupting employment with the County. A separation of three or fewer days shall not be considered a break in service. All authorized leaves of absence shall not constitute a break in service, but all time spent on a leave of absence shall not count toward seniority and all seniority dates shall be adjusted by an amount of time equal to the time spent on such leave of absence.

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

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

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

Sec. 2405 DEMOTION IN LIEU OF LAYOFF: If there are no vacant positions to which a permanent employee who is to be laid off can transfer and/or demote and transfer, then such permanent employee shall have the right to demote to any class within the employee's department in which that employee previously held permanent status. Bumping shall not be restricted to classes within a bargaining unit. Should an employee bump into a class in another bargaining unit, then the layoff procedures applicable to that bargaining unit shall be controlling. There does not need to be a vacant position within the classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee was demoted, then such layoff shall be made in accordance with the provisions of the agreement which is controlling for the classification.

Sec. 2406 REEMPLOYMENT: All persons who have been laid off as a result of a reduction in workforce shall have their names placed on a Reemployment Eligible List for the classification in which they were employed immediately prior to being laid off. There shall be two Reemployment Eligible Lists: one which includes only the names of the laid off employees within a department, and the other which has the names of all other County employees who were laid off. The department reemployment list shall have priority over the Countywide reemployment list. Eligibles on the Reemployment List shall be ranked in reverse order of the order of layoff. Each person's name shall remain on such list for a period of two years following the date that their name was placed on such eligible list, or until they have been reemployed, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the Ventura County Personnel Rules and Regulations, whichever occurs first. Eligibles

on the reemployment list shall be reappointed to vacant positions as they occur in the classification and department in which they were employed immediately prior to layoff. Such eligibles shall be interviewed for consideration for reappointment to vacant positions in other agencies/departments in the classification in which they were employed immediately prior to layoff.

Sec. 2407 CLASSIFICATION REINSTATEMENT: All employees who have demoted to a lower classification as a result of a reduction in workforce shall have their names placed on a Classification Reinstatement List for the classification from which they were demoted. There shall be two Classification Reinstatement Lists: one which includes only the names of the demoted employees within a department, and the other which has the names of all other County employees who were demoted from the specific classification. The department classification reinstatement list shall have priority over the Countywide classification reinstatement list. Eligibles on the Classification Reinstatement List shall be ranked in reverse order of the order of their demotions. Each person's name may remain on such list for a period of two years following the date that their name was placed on such eligible list, or until they have been reinstated to the classification from which they were demoted, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the Ventura County Personnel Rules and Regulations, whichever occurs first. To remain on a Classification Reinstatement List, a person must maintain status as a County employee. Eligibles on the Reinstatement List shall be reappointed to vacant positions as they occur in the classification in which they were employed immediately prior to layoff. Such eligibles shall be interviewed for consideration for reappointment to vacant positions in other agencies/departments in the classification in which they were employed immediately prior to layoff.

Sec. 2408 RESTORATION OF BENEFITS:

- A. Sick Leave - For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are reappointed. Whenever a person becomes ineligible for reemployment and such person has not been reemployed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Section 1408 of this MOA.
- B. Seniority - For laid off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated and all time spent on layoff shall be treated as an authorized leave of absence without pay for seniority purposes.
- C. Salary - Laid off employees who are reemployed, or demoted employees who are reinstated to the classification demoted from,

shall receive salary equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the salary range of the classification, whichever is less, upon reemployment or classification reinstatement.

- D. Annual Leave Accrual Rates - Laid off employees who are re-employed shall have the annual leave accrual rate they held immediately prior to layoff restored.
- E. Anniversary Dates for Purposes of Merit Increases - Upon re-employment, a laid off employee's anniversary date shall be adjusted in accordance with the provisions of Section 519 of this MOA.
- F. Retirement Contributions - Upon reemployment, laid off employees shall not be required to redeposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however, that the employee may elect to redeposit said funds to the retirement system.
- G. Grievability - Persons disputing the application or interpretation of layoff, reemployment and/or classification reinstatement policies shall use the grievance procedure to resolve their dispute and shall not have any such allegation considered under any other County administrative procedure.

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

## **ARTICLE 25 PRODUCTIVITY**

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

## **ARTICLE 26 NO STRIKE/NO LOCKOUT**

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



## **ARTICLE 27 NON-DISCRIMINATION**

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

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

## **ARTICLE 28 COUNTY RIGHTS**

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

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

## ARTICLE 29 VCSCOA RIGHTS

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

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

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

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

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

1. The Association, on a quarterly basis, shall furnish the Human Resources Director with a written list identifying by name and

assigned work areas all representatives and the list shall be kept current by the Association.

2. The Association will designate only employees who have passed an initial probationary period and have been designated as permanent.
3. The Department Head may meet with the President of VCSCOA, or a designee regarding the placement of representatives in each worksite. The placement and number of representatives may be changed by mutual agreement between the President or designee, and the Department Head or designee.

B. Representational Duties:

1. When requested by an employee, a representative may assist in the preparation and presentation of a formal grievance.
2. After notifying and receiving approval of the immediate supervisor, a representative shall be allowed reasonable time off during working hours (without loss of time or pay) to present such formal grievances. The immediate supervisor will authorize the representative to leave work unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the representative of the reasons for the denial and establish an alternate time when the representative can reasonably be expected to be released from the employee's work assignment.
3. When a representative desires to contact an employee at the employee's work location, the representative shall first contact the immediate supervisor of that employee to make an appointment, advise the employee of the nature of the business, and obtain the permission to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the representative when they can reasonably expect to contact the employee. Where this prohibition extends beyond one (1) working day, the time limits of the grievance procedure shall be extended for the length of the delay.
4. A representative's interview or discussions with an employee on County time will be handled expeditiously. A representative is authorized by the Association to act on behalf of VCSCOA.

5. Any disputes arising from the use or placement of representatives which cannot be resolved between VCSCOA and the Department shall be referred immediately to the Director-Human Resources who will attempt to resolve the matter.
6. The representatives shall be required and held accountable to complete their usual work assignments and shall not be authorized to work overtime to accomplish work, which would otherwise be part of their normal assignment.

C. Representatives may also perform the following duties:

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

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

Sec. 2903 NEGOTIATING COMMITTEE: The committee authorized by VCSCOA to consult, meet and confer, or negotiate collectively shall consist of not more than the President and three (3) employees who are compensated for hours spent in negotiations. Employee members will be paid by the County for the time spent in negotiations with management, but only for the straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held between 8:00 a.m. and 5:00 p.m. whenever possible and at a time and place mutually acceptable to all parties. Additional employee members shall be compensated when approval and authorization for such payment has been made by the County.

Sec. 2904 EMPLOYEE ORIENTATION: The County shall provide VCSCOA 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 VCSCOA 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, VCSCOA may present written materials to attendees.

No more than two (2) Union steward(s) may participate in full-day new employee orientation sessions and no more than one (1) Union steward may participate in half-day or less new employee orientation sessions. Union stewards participating in new employee orientations during normally scheduled working hours may do so by either utilizing VCSCOA bank hours or by utilizing their own annual leave time or leave without pay in accordance with Article 29 of the MOA.

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

Sec. 2906     ASSOCIATION SPONSORED DEDUCTIONS:

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

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

B.     DUES DEDUCTION: Within two (2) full pay periods following adoption of this Agreement, and by January 1st of every year thereafter, VCSCOA 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.

VCSCOA 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.

Once received, the Auditor-Controller shall make the membership dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to VCSCOA via Electronic Funds Transfer (EFT) within five (5) business days of each payday.

VCSCOA shall indemnify, defend (by paying all defense costs), and hold the County, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions of section 2906 (B)

Sec. 2907 INTERDEPARTMENTAL MESSENGER SERVICE (BROWN MAIL): The County's interdepartmental messenger service (brown mail) may be used for individual business-oriented communication between employees who are represented by VCSCOA and between the paid staff of VCSCOA and such employees, provided that:

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

Sec. 2908 MEETING SPACE: Upon written request of VCSCOA, the County may provide meeting space outside working hours, provided such place is available and VCSCOA complies with all departmental rules and policies of the BOS.

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

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

Sec. 2910 DISPLAY OF MATERIALS: Within the non-working areas of all departments, a specific area shall be provided to be used for the display and distribution of VCSCOA materials and information. Regulations

governing said display and distribution shall be the same as those contained in Section 2908 of this Article.

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

Sec. 2912 DRUG AND ALCOHOL TESTING: VCSCOA and the County agree to implement the County of Ventura Drug and Alcohol Testing Policy with respect to transportation employees dated May 1, 1995.



## ARTICLE 30 GRIEVANCE PROCEDURE

Sec. 3001 DEFINITION: A grievance shall be defined as a dispute by an employee or a group of employees, concerning the application or interpretation of:

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

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

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

Sec. 3003 PROCEDURE:

1. Informal Discussion

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

- B. Within seven (7) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.
- 2. Formal Complaint - Step 1, Immediate Supervisor:
  - A. Within seven (7) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form, furnished by the County. Such written grievance shall:
    - 1. Fully describe the grievance and how the employee was adversely affected;
    - 2. Set forth the section(s) of the Memorandum of Agreement, Personnel Rules and Regulations, and/or written policies violated;
    - 3. Indicate the date(s) of the incident(s) grieved;
    - 4. Specify the remedy or solution to the grievance sought by the employee.
  - B. Within seven (7) calendar days, the immediate supervisor shall give the supervisor's decision in writing to the employee on the original copy of the grievance.
- 3. Formal Complaint - Step 2, Division Head
  - A. Within seven (7) calendar days from the employee's receipt of the decision at Step 1, the employee may appeal to the employee's division head. The original copy of the grievance form shall be submitted.
  - B. Within seven (7) calendar days from receipt of the grievance, the division head shall meet with the employee and give the division head's answer in writing. The employee may be accompanied by the employee's designated representative at such a meeting.
- 4. Formal Complaint - Step 3, Department Head
  - A. Within seven (7) calendar days from the employee's receipt of the decision at Step 2, the employee may appeal to the Department Head. The original copy of the grievance form, with the reasons in writing for dissatisfaction with the answer given by the division head, shall be submitted.

- B. Within five (5) calendar days after receiving the completed grievance form the Department Head or designated representative shall meet with the employee and they shall thoroughly discuss the grievance. The Department Head shall give a written decision within fifteen (15) calendar days after the discussion.

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

Sec. 3004     ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by VCSCOA by submitting a letter requesting that the grievance be submitted to arbitration to the Human Resources Director within ten (10) calendar days after the department/agency head renders a decision. Prior to submitting the matter to arbitration, the Human Resources Director, or designee, may meet with VCSCOA in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the CEO for approval. The CEO shall advise the parties of their 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, VCSCOA may proceed to submit the matter to arbitration. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement, between VCSCOA and the Human Resources Director or designee.
- B. The Arbitrator shall be selected by mutual agreement from a panel of five arbitrators who comprise a permanent panel agreed to by the parties. In the event mutual agreement cannot be reached on an arbitrator within fifteen (15) calendar days of the receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to list a panel of five individuals from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.
- C. Costs of the Arbitrator and Court Reporter, if any, shall be shared equally by the parties.

- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOA, but shall determine only whether or not there has been a violation of the MOA in respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to the Arbitrator by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the County, VCSCOA, and the employee affected, subject to judicial review.
- E. If either the County or VCSCOA shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MOA, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether the Arbitrator 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, the Arbitrator shall refer the case back to the parties without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 3005 MEDIATION: Prior to an arbitration hearing, VCSCOA and the County, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of VCSCOA and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

Sec. 3006 WAIVER AND LIMITS: Grievances may, by mutual agreement, be referred back for further consideration or discussion to prior steps or advance to a higher step in the grievance procedure. Time limits specified in the grievance procedure of this Agreement may be waived by mutual written agreement. Should the County fail to respond orally and/or in writing when required within the specific time limits, the grievance shall be automatically progressed into the next step of the grievance procedure. Likewise, should VCSCOA and/or the grievant fail to initiate or appeal any grievance within the specific time limits, the grievance shall be considered resolved on the basis of the County's last response and shall be considered waived and abandoned for all purposes.

Sec. 3007 TIME OFF FOR GRIEVANCE RESOLUTION: An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by the appointing authority to process, prepare and resolve the grievance.

- Sec. 3008 GRIEVANCES AND RULES OR MEMORANDA CHANGES: Grievances shall be arbitrated on the basis of the Rules, Memorandum, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.
- Sec. 3009 GRIEVANCE REMEDIES: Any remedy awarded in conjunction with a grievance submitted pursuant to this Article, either during the informal or formal grievance process as set forth in Section 3003, above, or from the ensuing arbitration, as set forth in Section 3004, above, including any back pay or benefits, shall be limited to 180 days from the date the formal written grievance is filed at Step 1, as set forth in Section 3003(2), above.

## **ARTICLE 31 DISCIPLINARY ARBITRATION**

Sec. 3101 PURPOSE: To provide an equitable and uniform procedure for administration and arbitration of discipline. The provisions of this Article supersede those of Article 21 of the Ventura County Personnel Rules and Regulations.

Sec. 3102 WRITTEN ORDER FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, AND DISMISSAL: The continuing employment of every permanent employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, or demoted and suspended for cause as specified in Section 3103 by the appointing authority in the following manner:

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

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

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

- Sec. 3103 CAUSES FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, AND DISMISSAL: In accordance with Section 1345.1.4.13.1 of the Ventura County Ordinance Code, causes for disciplinary action are as follows: fraud in securing appointment, incompetency, inefficiency, inexcusable neglect of duty, physical or mental disability, insubordination, dishonesty, drunkenness on duty, intemperance, addiction to the use of narcotics or habit forming drugs, inexcusable absence without leave, conviction of a felony or misdemeanor involving moral turpitude, immorality, discourteous treatment of the public or other employees, improper political activity in violation of Article 24 of the Ventura County Personnel Rules and Regulations or Sections 1351 and 1351.1 of the Ventura County Ordinance Code, willful disobedience, violation of any provision of Article IV of the Ventura County Ordinance Code, which among other things includes the corrupt use of official authority or influence, or any other failure of good behavior or acts which are incompatible with or inimical to the public service.
- Sec. 3104 DISCIPLINARY REDUCTION IN SALARY: In accordance with the necessity for taking disciplinary action, the salary of a VCSCOA represented employee may be reduced by either 2.5% or 5% for a period of time not to exceed thirteen (13) pay periods for any one offense.
- Sec. 3105 SUSPENSION WITHOUT PAY: Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no salary shall be paid the suspended employee for the duration of the suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of vacation and sick leave accruals.
- Sec. 3106 DEMOTION: The employee may be demoted to a classification which has a lower salary range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to the salary in the range of the position to which the employee has been demoted which is approximately 5% lower than the salary the employee was receiving in the higher class. If the top step of the salary in the range of the position to which the employee has been demoted is more than 5% lower than the salary the employee was receiving in the higher class, the employee shall receive the top step of the salary in the range of the position to which the employee has been demoted. An employee so demoted shall retain their anniversary date.
- Sec. 3107 DISCIPLINARY ACTION IMPOSED DURING PROBATIONARY PERIOD: The appointing authority may dismiss, demote, suspend, demote and suspend, or impose any other disciplinary action on any probationary employee during the probationary period. Neither a probationary employee

nor VCSCOA may request arbitration of any disciplinary action taken against an employee during the employee's probationary period.

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

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

Sec. 3109 REQUEST FOR ARBITRATION: If an employee wishes to appeal a disciplinary action, the employee shall ask that the matter be submitted to arbitration by VCSCOA. If VCSCOA concurs, it shall submit to the Human Resources Director, in writing, within fourteen (14) calendar days of the employee's receipt of the Notice of Disciplinary Action, a request that the matter be submitted to arbitration. Upon receipt of VCSCOA's request, the parties shall, within seven (7) calendar days, request a panel of five (5) arbitrators who comprise a permanent panel agreed to by the parties. The arbitrator shall conduct a hearing within thirty (30) days of being selected by the parties unless there is a mutual agreement to extend the time frame. In the event mutual agreement cannot be reached on an arbitrator within fifteen (15) calendar days of the receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to list a panel of five individuals from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.

Sec. 3110 ARBITRATION COSTS: The costs of the arbitrator shall be paid by the losing party. In the event the arbitrator modifies the discipline imposed, the costs shall be shared equally by the parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If a cancellation fee is imposed on the parties by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.



Sec. 3111 SCOPE OF ARBITRATOR'S AUTHORITY: The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article or any other terms of this MOA. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then the Arbitrator shall set aside the action taken by the appointing authority. If the Arbitrator finds that some or all of the charges are true, then the Arbitrator shall make a decision confirming or modifying the action of the appointing authority provided, however, that the Arbitrator's authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 3102. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 3105, nothing shall preclude the Arbitrator from ordering the reinstatement of an employee with or without back pay. The decision of the Arbitrator shall be final and binding, subject to judicial review pursuant to Title 9 of Part 3 of the Code of Civil Procedure of the State of California, upon the employee, the County, and, if applicable, VCSCOA.

Sec. 3112 GOVERNING PROVISIONS: All arbitration proceedings arising under this Article shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California. However, Code of Civil Procedure Section 1283.05, relating to discovery, shall not be a part of this Agreement. Further, subpoenas duces tecum may be issued by the attorney or other representative of a party as well as by the arbitrator. All other provisions relating to subpoenas found in Chapter 3 of Title 9 of the Code of Civil procedure shall apply.

Sec. 3113 ARBITRABILITY: If either the County or VCSCOA shall claim before the Arbitrator that a particular request for arbitration fails to meet time limits, or is in some other manner defective, and, thereby, fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether the Arbitrator 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, the Arbitrator 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 a report to the parties in writing, including reasons for any decision, within thirty (30) calendar days of the completion of the hearing. Failure to comply with this provision shall result in the automatic waiver of all arbitration, per diem, preparation, and related fees.

Sec. 3115 VACATION OF ORDER: A decision of the Arbitrator may be modified or vacated, in whole or in part, and a new or further hearing granted on all or

part of the issues on the application of a party to the arbitration for any of the following causes, materially affecting the substantial rights of the parties:

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

Sec. 3116 APPLICATION FOR VACATION OF ORDER: The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of the 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 the Arbitrator's 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 the Arbitrator's prior findings and decision or issue a new finding and decision.

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

## **ARTICLE 32 FULL UNDERSTANDING, MODIFICATION WAIVER**

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

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

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

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

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

- C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the MOA.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by BOS.

- E. The waiver of any breach, term or condition of this MOA by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

### **ARTICLE 33 AUTHORIZED AGENTS**

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

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

### **ARTICLE 34 PROVISIONS OF LAW**

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

## ARTICLE 35 EMPLOYEE INCENTIVE PROGRAMS

Sec. 3501 **NEW HIRE INCENTIVE:** Effective the first full pay period after approval by the BOS, upon agency head recommendation and with the approval of the CEO or designee, an employee who is newly hired may receive a one-time New Hire Incentive of up to ten percent (10%) of the newly hired employee's current annual base wage. For purposes of this provision, "newly hired" means the employee was appointed from an open competitive recruitment and may not be a current employee or may not have been previously employed by the County of Ventura within the preceding 12 months. Further, the employee shall not be qualified for the benefits of this section if said employee received any other new hire incentive. Subsequent to the aforementioned recommendation and approval, to be eligible to receive the New Hire Incentive, the employee must sign a written agreement, acknowledging and agreeing to the repayment stipulations including paycheck deductions for repayment the New Hire Incentive. The incentive will be paid in one lump sum within two (2) pay periods of the recommendation and approval and submission of the required documentation and is subject to state and federal taxes, as well as any applicable payroll deductions.

An employee who received the New Hire Incentive must maintain employment within the County of Ventura agency that originally hired said employee and remain in a VCSCOA-represented classification for a minimum of 4,160 compensable hours from the date of hire. If the employee is unable to satisfy the 4,160-hour requirement due to voluntary or involuntary separation, the employee is responsible for re-payment of the New Hire Incentive that was paid as follows:

Compensable Hours Completed	Pro-rata Repayment
Within the probationary period	100%
After probation period but before 4,159	50%

Sec. 3502 **EMPLOYEE REFERRAL INCENTIVE:** Effective the first full pay period after approval by the BOS, upon agency head recommendation, and with the approval of the Director-Human Resources, employees shall be eligible to receive the Employee Referral Incentive. Employees who meet the below specified requirements will be eligible to receive a gross amount of five hundred dollars (\$500) per employee referral for classifications designated as eligible for the Employee Referral Incentive. There is no limit to the number of Employee Referral Incentive payments any one employee may receive. The Director-Human Resources or designee shall determine which positions are eligible to receive the Employee Referral Incentive.

The Employee Referral Incentive will be paid in one lump sum within two (2) pay periods of the referred employee completing the required probationary period. The Employee Referral Incentive is subject to state and federal taxes and any applicable payroll deductions.

The following criteria will be used in determining eligibility for payment of the Employee Referral Incentive:

- A. Referring employee must be an active regular full-time or part-time employee;
- B. The external candidate shall not be a current or former employee, consultant, intern, temporary or student placement who has worked at the County within the last 12 months from the date of posting of the vacancy;
- C. The Employee Referral Incentive will be paid upon the completion by the referred external candidate of the required probationary period;
- D. The referred employee must identify one referring employee on their online application and the referring employee must notify the assigned recruiter of the referral. Award payments will not be split among multiple current employees.

VCSCOA-represented employees who serve as oral raters, on an interview panel, and any employee involved in the assessment or decision-making process of the referred vacancy will not be eligible to receive the Employee Referral Incentive payment.

Sec. 3503 EMPLOYEE RETENTION INCENTIVE: Effective the first full pay period after approval by the BOS, upon agency head recommendation and with the approval of the CEO or designee, an employee may be eligible for an Employee Retention Incentive. To be eligible to receive an Employee Retention Incentive, an employee must be a high performing employee, an employee with a specialty skill, and/or an employee in a position designated by the County to be difficult-to-retain, and who has been offered, and is considering employment outside of the County.

Employees who wish to be considered for an Employee Retention Incentive must submit verifiable proof of their employment offer from an employer other than the County, with a base wage that is higher than their current rate of pay. A verifiable copy of an offer letter, an email from a representative of the prospective employer, or similar items containing the required wage information will be accepted as proof. The amount of the Employee Retention Incentive will be based upon the verified job offer and shall match the difference between the employee's current annual base wage and the amount of the offer, not to exceed ten percent (10%) of the employee's current annual base wage.

If approved, the incentive will be paid in one lump sum within two full pay periods of the approval of the incentive, and will be subject to state and federal taxes, as well as any applicable payroll deductions.



An employee that accepts an Employee Retention Incentive must maintain employment with the County for a minimum of 4,160 compensable hours. If the employee is unable to satisfy the 4,160-hour requirement due to voluntary or involuntary separation, the employee will be responsible for repayment of the paid Employee Retention Incentive as follows:

Compensable Hours Completed	Pro-rata Repayment
0 – 2,079	100%
2,080 – 4,159	50%

To be eligible for the Employee Retention Incentive, an employee must be in good standing, have passed probation, and must sign a written agreement acknowledging and agreeing to the above repayment stipulations including paycheck deductions for repayment of the Retention Incentive.

Employees shall only be eligible for one Employee Retention Incentive within a 24-month period.

## **ARTICLE 36 – LEGACY RETIREE HEALTHCARE PREMIUM SUBSIDY AND REIMBURSEMENT PLAN**

On April 17, 2023, the VCERA Board of Retirement took action by resolution (“Resolution”) to exclude all or a portion of the Flexible Credit Allowance from compensation earnable for legacy (non-PEPRA) retirement plan participants. Accordingly, the County shall implement a Retiree Medical Expense Reimbursement Plan (i.e., Health Reimbursement Arrangement or “HRA”) as follows:

### **Eligibility**

The parties agree that to be eligible for benefits under the Plan, employees must (1) be eligible for a VCERA legacy (non-PEPRA) retirement plan; (2) have commenced employment with the County no later than April 16, 2023; and (3) must retire from County service on or after July 30, 2020, and be an annuitant.

Retirees who retire on or after July 30, 2020, shall be eligible after the following have occurred: (1) the BOS has approved this amendment to the MOA; and (2) the pension benefits are reduced pursuant to the Resolution.

Eligible retirees shall not receive any benefits under this section prior to adoption of this agreement by the BOS.

### **Definitions**

Benefit means the monthly healthcare subsidy determined for and paid by the County each Plan Year to an eligible Participant of the Plan. Subject to the terms and conditions of the Plan, the Healthcare subsidy may be accumulated and carried forward and may be utilized for reimbursement of eligible healthcare expenses utilizing the County’s approved administrative processes.

Eligible Healthcare Expenses means any eligible healthcare expenses which are permitted by IRS regulations for Health Reimbursement Accounts (HRA).

Retiree means any Employee or surviving beneficiary who has retired from a VCERA legacy plan (non-PEPRA) and who is receiving a retirement annuity benefit.

Surviving Beneficiary means a named VCERA spousal beneficiary who did not predecease the Retiree.

Participant means any retiree or surviving beneficiary of a retiree who meets the eligibility requirements of the Plan.

Plan Year means the period beginning on the first day of the calendar year and ending on the last day of the calendar year.

Period of Coverage means the period for which the plan will provide a Participant a healthcare subsidy and reimburse eligible healthcare expenses.

Claim Run-Out Period means the one-year (twelve-month) period after a Participant's death during which eligible expenses will be reimbursed from the Participant's HRA.

Forfeiture means the Participant's HRA balance which will revert to general plan assets after the Participant's death and the end of the Claim Run-Out Period.

### **Plan Benefits**

The Plan will provide Participants a monthly healthcare Benefit that will be funded into an HRA upon the Participant's retirement from the County and the commencement of VCERA annuity payments. The maximum monthly Benefit shall be increased annually by a maximum of three percent (3%) based on changes to Consumer Price Index (CPI) for the Los Angeles area for the previous twelve (12) months immediately before the new Plan Year (Indexing). If the CPI is zero (0%) or negative, the monthly benefit shall remain unchanged. For example, should the change in the CPI-Los Angeles area be 1.5%, the monthly Benefit shall be increased by 1.5% for the new Plan Year; and should the change in the CPI-Los Angeles be 3.5%, the monthly benefit shall be increased by the 3% maximum for the new Plan Year.

The plan shall also create individual Health Care Reimbursement Accounts from which eligible healthcare reimbursements will be made to Participants. Prior plan year available funds in Participant's HRAs will be rolled over and made available to each Participant each Plan Year. Participant's HRA funds will be forfeited and reverted to Plan general assets upon the Participant's death and the end of the Claim Run Out period.

### **Administration and Financing**

The County will administer the Plan and shall have the authority to exercise the powers and discretion conferred by the Plan and shall have such powers and authority necessary for the administration of the Plan.

### **Labor/Management Committee**

The parties agree to utilize the existing Labor/Management Committee as described in Article 7 (Health Insurance), Sec. 703 of this Agreement to discuss matters related to the HRA Plan.

### **Amendment or Termination of HRA Subsidy**

The County will provide 30 business days' notice to VCSCOA in the event it intends to amend the provisions of this section of this Agreement. The County agrees to engage in good faith bargaining with respect to any amendments to Article 36 – Legacy Retiree Health Reimbursement Arrangement.

In the event the plan is amended to eliminate or reduce the HRA subsidy; such an amendment will be for the calculation of prospective HRA subsidy accruals only. Active employees eligible for plan benefits upon retirement will receive the greater of an HRA subsidy in an amount which corresponds to the age and County service in Appendix A to this agreement at the time of the amendment indexed pursuant to the plan document, or

an HRA subsidy in an amount which corresponds to the age and County service in Appendix A to this agreement at the time of retirement indexed pursuant to the plan document. Participants receiving the HRA subsidy at the time of the plan amendment shall continue to receive the HRA subsidy that is in place as of the date of the amendment. Future HRA subsidy amounts will be indexed in accordance with the terms of the amended plan document.

For example, assume the plan is amended July 1, 2024. On the effective date of the amendment to the Plan, employee A is 55 years old with 20 years of service. According to the plan then in effect (prior to the amendment), employee A is eligible for a subsidy of \$149 with the employee's current age and years of service. Employee A retires 10 years later July 1, 2034, at age 65 with 30 years of service. The amended plan at the time of retirement provides for an indexed subsidy of \$200 with the employee's age and years of service at retirement. Therefore, employee A shall receive upon retirement the \$200 monthly subsidy instead of the \$149. However, if at the time of retirement, the indexed HRA subsidy is \$100/month (less than the amount prior to the amendment), the employee will get the greater amount of \$149/month.

### **Healthcare Subsidy Benefit**

The Retiree monthly Benefit shall be based on the retiree's age and number of County years of service at time of retirement as reported by VCERA.

Effective the first month after adoption by the BOS but no earlier than the effective date of the VCERA Board of Retirement's Resolution (April 17, 2023), and effective the first full month after commencement of a retirement annuity under a VCERA legacy retirement plan, the Retiree monthly Benefit for plan year 2023 shall be the dollar amount that corresponds to the age and years of service in Appendix A to this Agreement.

In the event that a retiree's actual age or years of service combination does not appear in Appendix A, the nearest corresponding age or years of service which does appear on Appendix A shall be used to determine the retiree monthly benefit amount for the Plan Year 2023.

Example 1     Employee retires at age 70 with 30 years of service. The 2023 monthly retiree benefit amount shall be \$364.85, utilizing age 65 and 30 years of service on Appendix A.

Example 2     Employee retires at age 45 with 8 years of service. The 2023 monthly retiree benefit amount shall be \$59.10, utilizing 50 years of age and 10 years of service on Appendix A.

Example 3     Employee retires at age 67 with 45 years of service. The 2023 monthly retiree benefit amount shall be \$500.00, utilizing 65 years of age and 42 years of service on Appendix A.

SIGNATURE PAGE PENDING

# Appendix A

## Legacy Retirement Plan - General Members Monthly Heathcare Benefit With Maximum of \$500

\$ Amount: \$500

Svc	Age at Retirement															
	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65+
10	59.10	62.15	65.15	68.20	71.30	74.65	78.20	82.05	86.25	90.85	95.85	99.55	104.55	109.90	115.55	121.60
11	65.00	68.35	71.65	75.00	78.45	82.10	86.00	90.25	94.90	99.90	105.40	109.50	115.00	120.85	127.10	133.75
12	70.90	74.55	78.15	81.80	85.55	89.55	93.80	98.45	103.50	109.00	115.00	119.45	125.50	131.85	138.65	145.95
13	76.80	80.80	84.75	88.65	92.70	97.00	101.65	106.65	112.15	118.05	124.60	129.45	135.95	142.85	150.20	158.10
14	82.75	87.00	91.20	95.45	99.80	104.45	109.45	114.85	120.75	127.15	134.15	139.40	146.40	153.85	161.75	170.25
15	88.65	93.20	97.70	102.25	106.95	111.90	117.25	123.10	129.40	136.25	143.75	149.35	156.85	164.80	173.30	182.40
16	94.55	99.45	104.20	109.10	114.10	119.40	125.10	131.30	138.00	145.30	153.35	159.30	167.30	175.80	184.85	194.55
17	100.45	105.65	110.75	115.90	121.20	126.85	132.90	139.50	146.65	154.40	162.90	169.25	177.75	186.80	196.40	206.75
18	106.35	111.85	117.25	122.70	128.35	134.30	140.75	147.70	155.25	163.50	172.50	179.20	188.20	197.80	207.95	218.90
19	112.30	118.05	123.75	129.55	135.45	141.75	148.55	155.90	163.90	172.55	182.10	189.15	198.70	208.80	219.55	231.05
20	118.20	124.30	130.25	136.35	142.60	149.25	156.35	164.10	172.50	181.65	191.65	199.10	209.15	219.75	231.10	243.20
21	124.10	130.50	136.80	143.15	149.75	156.70	164.20	172.30	181.15	190.75	201.25	209.05	219.60	230.75	242.65	255.40
22	130.00	136.70	143.30	150.00	156.85	164.15	172.00	180.50	189.75	199.80	210.85	219.05	230.05	241.75	254.20	267.55
23	135.90	142.80	149.80	156.80	164.00	171.60	179.80	188.70	198.40	208.90	220.40	229.00	240.50	252.75	265.75	279.70
24	141.80	149.15	156.30	163.60	171.10	179.10	187.65	196.90	207.00	218.00	230.00	238.95	250.95	263.70	277.30	291.85
25	147.75	155.35	162.85	170.45	178.25	186.55	195.45	205.15	215.65	227.05	239.60	248.90	261.40	274.70	288.85	304.00
26	153.65	161.55	169.35	177.25	185.40	194.00	203.30	213.35	224.25	236.15	249.15	258.85	271.85	285.70	300.40	316.20
27	159.55	167.80	175.85	184.10	192.50	201.45	211.10	221.55	232.90	245.25	258.75	268.80	282.35	296.70	311.95	328.35
28	165.45	174.00	182.40	190.90	199.65	208.95	218.90	229.75	241.50	254.30	268.35	278.75	292.80	307.65	323.50	340.50
29	171.35	180.20	188.90	197.70	206.75	216.40	226.75	237.95	250.15	263.40	277.90	288.70	302.75	318.65	335.05	352.65
30	177.30	186.45	195.40	204.55	213.90	223.85	234.55	246.15	258.75	272.50	287.50	298.65	313.70	329.65	346.65	364.85
31	183.20	192.65	201.95	211.35	221.05	231.30	242.35	254.35	267.40	281.55	297.10	308.65	324.15	340.65	358.20	377.00
32	189.10	198.85	208.40	218.15	228.15	238.75	250.20	262.55	276.00	290.65	306.65	318.60	334.60	351.65	369.75	389.15
33		205.05	214.95	225.00	235.30	246.25	258.00	270.75	284.65	299.70	316.25	328.55	345.05	362.60	381.30	401.30
34			221.45	231.80	242.45	253.70	265.80	278.95	293.25	308.80	325.85	338.50	355.55	373.60	392.85	413.50
35				238.60	249.55	261.15	273.65	287.20	301.90	317.90	335.40	348.45	366.00	384.60	404.40	425.65
36					256.70	268.60	281.45	295.40	310.50	326.95	345.00	358.40	376.45	395.60	415.95	437.80
37						276.10	289.30	303.60	319.15	336.05	354.60	368.35	386.90	406.60	427.50	450.00
38							297.10	311.80	327.75	345.15	364.15	378.35	397.35	417.55	439.05	462.10
39								320.00	336.40	354.20	373.65	388.30	407.80	428.55	450.60	474.30
40									345.00	363.30	383.35	398.25	418.30	439.55	462.20	486.45
41										372.40	392.90	408.20	428.75	450.55	473.75	498.60
42											402.50	418.15	439.20	461.50	485.30	500.00