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MEMORANDUM OF AGREEMENT

**Between the
County of Ventura**



**and the
Service Employees International
Union (Local 998)**

2005 - 2007

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ARTICLE 1
TERM

Sec. 101 TERM: This Memorandum of Agreement (MOA) is effective from July 1, 2005, up to and including midnight June 30, 2007.

Sec. 102 SUCCESSOR AGREEMENT: In the event Local 998 desires to negotiate a successor Memorandum of Agreement, Local 998 shall serve on the County during the period of February 1, 2007, through and including March 15, 2007, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Agreement.

Upon receipt of such written notice and proposals, the County shall, within thirty (30) days, present counter-proposals. Negotiations shall begin within thirty (30) days after receipt of Local 998 's proposals unless otherwise agreed to by the parties. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

ARTICLE 2
IMPLEMENTATION

This Memorandum of Agreement constitutes a mutual recommendation to be jointly submitted to the Ventura County Board of Supervisor's (hereinafter referred to as "County"), the Ventura County Air Pollution Control Board, and the Service Employees International Union, Local 998, AFL-CIO, CLC, (hereinafter referred to as Local 998). It is agreed that this Memorandum of Agreement shall not be binding upon the parties - either in whole or in part unless and until approved by Local 998 and unless and until approved by the Board of Supervisors and the Ventura County Air Pollution Control Board:

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

As a result of implementation of this Agreement, all grievances formally filed prior to June 1, 2005, which are not contained in the listing, dated June 16, 2005 for which the Union has requested arbitration but which have not been submitted to an arbitrator for decision are hereby completely resolved.

ARTICLE 3
RECOGNITION

This Memorandum shall apply only to persons employed in the classifications within the following bargaining units:

- A. Real and Personal Property Appraisers Non-Supervisory Unit
- B. Administrative Support Unit
- C. Supervisory Unit
- D. Technical Unit
- E. Maintenance and Labor Unit
- F. Professional Unit
- G. Engineers Unit
- H. Social Services Non-Supervisory Unit

This Memorandum shall also apply to persons employed in classifications in the Air Pollution Control District.

The terms "employee" or "employees" as used in this Memorandum of Agreement shall refer only to persons employed by the County in said bargaining units.

ARTICLE 4
RETIREMENT

Sec. 401 CONTINUATION OF 1979 AGREEMENT: The County agrees to continue the "pick-up" of employee contributions provided for in the 1979 Memorandum of Agreement.

Sec. 402 CONTINUATION OF PICK-UP: In addition to the "pick-up" provided under Section 401, the County shall continue to contribute an amount equal to four percent (4%) of each employee's base hourly rate of pay/salary to each employee's retirement account pursuant to Government Code Section 31581.2, subject to the limitations contained in that section, effective September 9, 1984. For the purposes of taxation, this "pick-up" portion of the retirement contribution paid by the County under this Agreement shall not be regarded as ordinary income in accordance with both Section 414, subdivision (h) of the United States Internal Revenue Code and Government Code Section 31581.2.

Sec. 403 SAFE HARBOR RETIREMENT PLAN: Local 998 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.

The County agrees to a Labor Management Committee to study the Safe Harbor Plan and the ability of employees to purchase/convert Safe Harbor credit into the Ventura County Employees Retirement Plan once they become eligible for the County's plan.

- Sec. 404 RETIREMENT INCENTIVE - 30 YEAR EMPLOYEES: Regular, full-time employees who have thirty years or more of regular County service and are no longer subject to retirement deductions, shall be paid a four percent (4%) retirement incentive on a biweekly basis. This incentive shall be taxable and not be considered part of the employee's base hourly rate of pay/salary. Payments made under the provisions of this Section shall be calculated at the hourly rate of pay/salary rate in effect at the time such payment is made.
- Sec. 405 PURCHASE OF PRIOR SERVICE: Employees covered under this Agreement are eligible to purchase time for service under the Federal Civil Service, Los Angeles City Department of Water and Power, or State Teacher's retirement system, and military buy-back for employees with over thirty (30) years of County service for which the employee is not receiving, and will not receive, a pension.
- Sec. 406 RETIREMENT SYSTEM REVIEW: The parties agree that the joint County/SEIU Labor Management Retirement Review Committee formed during the negotiations to this successor Agreement shall continue until July 2002 (unless extended by mutual agreement) to meet to review various retirement formulae, options and alternatives. The consultant shall be paid by the County and the County reserves the right to include representatives from all recognized employee organizations in future meetings to review the retirement program. Local 998 will fully participate in such a committee.
- Sec. 407 TIER II RETIREMENT COST-OF-LIVING ADJUSTMENT (COLA) Effective March 16, 2003, employees in the Ventura County Retirement Plan's Tier II shall be granted a two percent (2%) COLA to be applied to future service only. Effective March 13, 2005, Tier II employees will pay 2.63% toward the normal cost of the COLA . The County agrees if Tier II employees represented by other labor unions or covered by the Management Resolution are granted the Tier II COLA those employees will be treated in the same manner as SEIU Tier II employees, i.e., they will pay for the ongoing normal cost at the same rate as SEIU employees.

Sec. 408 RETIREMENT REOPENER FOR PRIOR SERVICE: The County agrees to reopen negotiations with Local 998 should the County provide any retirement COLA or 3% @50/55 on prior service (public safety). The reopener is not available if the County is ordered by an arbitrator/court to provide such prior service enhancement.

Sec. 409 CLOSING OF TIER I RETIREMENT BENEFIT: The County agrees to close the Tier I Retirement plan for all future new hires effective October 16, 2001. Any pending appointments or promotions where a job offer has been made prior to October 16, 2001, or a recruitment that is open for application for which a Tier I retirement cola is part of the benefits package will be honored.

ARTICLE 5 HOURLY RATE OF PAY/SALARY PLAN

Sec. 501 PAY/SALARY INCREASES 2005-2007: The parties have utilized a “total compensation” formula set forth below to obtain survey data from other employers in order to compute the “market based average” (MBA) to which the total compensation for “benchmark” Local 998 represented-classes were compared.

A. Components: The components of the “total compensation” formula included:

1. Base Hourly rate of pay/salary: The top of the pay/salary range.
2. Flexible Credit Allowance: The amount contributed by the employer towards a flexible benefits or cafeteria plan to pay health insurance premiums or other benefits.
3. Retirement: The maximum employer contribution for the retirement plan, including pick-up of employee’s contributions.
4. FICA/Medicare: The maximum employer contribution including employee pick-up.
5. Deferred Compensation: The maximum employer contribution to a deferred compensation plan, including matching payments.
6. Holiday Pay: The monetary value of the maximum number of paid holidays received.

7. Vacation/Annual Leave: The monetary value of the annual vacation accrual earned by employees in the comparable class(es) from the appropriate jurisdiction with less than five years of service shall be compared to the monetary value of 112 hours of paid leave for Ventura County employees. In cases where County positions have annual leave and comparable classes have vacation and sick leave, the comparable amount shall include vacation plus one-half of the sick leave accrual.
8. Uniform Allowance: The amount paid by the employer.
9. Assignment Bonus: The amount paid by the employer for work performed in specialized areas.
10. Certification Pay: The amount paid by the employer for certifications issued by a nationally recognized organization appropriate to an assigned specialty area.

B. Jurisdictions: The jurisdictions listed below shall be surveyed:

1. General Classifications:
 - A. City of Camarillo
 - B. City of Oxnard
 - C. City of Santa Paula
 - D. City of Simi Valley
 - E. City of Thousand Oaks
 - F. City of Ventura
 - G. County of Kern
 - H. County of Los Angeles
 - I. County of Orange
 - J. County of Riverside
 - K. County of San Bernardino
 - L. County of San Diego
 - M. County of Santa Barbara
2. Hospital Classifications:
 - A. Colombia Los Robles Regional Medical Center
 - B. Community Memorial Hospital
 - C. Cottage Health System
 - D. St. John's Regional Medical Center
 - E. Simi Valley Hospital
 - F. UCLA Medical Center
 - G. Encino Tarzana Medical Center

3. Air Pollution Control District (APCD) Specific Classifications:

- A. Monterey
- B. San Diego
- C. Santa Barbara
- D. South Coast Air Quality Management District

C. Survey Data: Prior to the commencement of this agreement, data gathered from the jurisdictions surveyed was compiled and compared. The mean of the data gathered was then compared to respective "benchmark" Ventura County classes. A percentage difference was determined for each benchmark class.

D. Pay/Salary Increases 2005-2007: Effective July 3, 2005, each "benchmark" class and each class within its "cluster" shall receive a percentage increase that is twenty-five percent (25%) of the total percentage difference between the Ventura County "benchmark" and the MBA as shown in Appendix A. For example, if a "benchmark" class was determined to be 10.00% below the MBA, then that "benchmark" class and each class within its related "cluster" will receive a 2.50% increase in pay/salary.

Effective July 2, 2006, each "benchmark" class and each class within its "cluster" shall receive a percentage increase that is twenty-five percent (25%) of the total percentage difference between the Ventura County "benchmark" and the MBA as shown in Appendix A. For example, if a "benchmark" class was determined to be 10.00% below the MBA, then that "benchmark" class and each class within its related "cluster" will receive a 2.50% increase in pay/salary.

Effective December 17, 2006, each "benchmark" class and each class within its "cluster" shall receive a percentage increase that is twenty-five percent (25%) of the total percentage difference between the Ventura County "benchmark" and the MBA as shown in Appendix A. For example, if a "benchmark" class was determined to be 10.00% below the MBA, then that "benchmark" class and each class within its related "cluster" will receive a 2.50% increase in pay/salary.

The County agrees to meet with Local 998 no later than February 28, 2006 to review benchmark classifications and their corresponding benchmark cluster groups. The County also agrees to resurvey benchmark classifications, using the previously agreed to components of the total compensation formula outlined in Sec. 501 A and 501 B, by April 15, 2007. The results of that resurvey will be provided to Local

998; however, there is no commitment or assurance offered by the County that the data collected will be used to set the MBA in a successor agreement. Appendix A referred to in this article is to be amended as agreed upon by the parties on June 29,2005.

Sec. 502 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall be compensated within the pay/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/DIRECT DEPOSIT: Employees shall be paid on or about the Friday following the end of each biweekly payroll period. Should the County wish to mandate direct deposit during the term of this agreement, Local 998 agrees that all current and newly hired employees will, as a condition of their employment, enroll and maintain direct deposit of their paychecks.

Sec. 504 PAY ON TERMINATION: Upon certification of the Director-Human Resources that the employment of any employee is terminated as a probationary or disciplinary dismissal prior to the expiration of the biweekly pay period, the compensation of such person shall become due and shall be paid within five (5) working days of notification.

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

Sec. 505 PAY FOR PART-TIME SERVICES OF REGULAR EXEMPT EMPLOYEES: Employees who are exempt from the overtime provisions of the FLSA are to be compensated on a salary basis only. The actual compensation for a part-time exempt employee is determined by the ratio of the agreed upon standard hours for the part-time function to the standard hours of eighty (80) which are required for full-time employment. Once determined by the assigned standard hours, this is the salary the part-time exempt employee will be paid every bi-week regardless of hours worked or reported.

Premium pay will also be paid to regular part-time employees on the same basis as full-time employees except that when the premium pay is paid on a bi-weekly or monthly rate, that rate will be paid to part-time employees on a pro rata basis.

Changes to the standard hours of an exempt employee shall be made no

more frequently than once every three months and then only with the prior approval of the Director-Human Resources.

- Sec. 506 PAY FOR OPTIMUM STAFF EMPLOYEES: The actual compensation for Health Care Agency Optimum staff employees shall be determined in accordance with the provisions of Section 609 of this Agreement.
- Sec. 507 HOURLY WAGE RATE: Whenever an employee whose hourly rate of pay is fixed on a yearly or biweekly basis works less than the total number of hours in a particular biweekly period, he shall receive hourly rate of pay for the period in accordance with the hourly rate of his/her classification
- Sec. 508 PAY/SALARY RANGE CHANGES: Whenever a higher pay/salary range is assigned to a classification, an employee holding a position in such classification shall have his/her hourly rate of pay/salary increased by the percentage increase in the classification's pay/salary range, provided that no hourly rate of pay/salary shall be lower than the minimum of the new pay/salary range established for the classification. The employee's merit or probationary qualifying hours needed shall not change in such an adjustment.

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

- Sec. 509 HOURLY RATE OF PAY/SALARY ON "Y" RATING: When an employee is "Y" rated, the hourly rate of pay/salary he received immediately prior to the date of downward reclassification is frozen and may not be increased until the maximum of the pay/salary range assigned his/her new classification exceeds the hourly rate of pay/salary he was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing an approximately five percent (5%) increase in hourly rate of pay/salary and shall retain his/her merit or probationary qualifying hours needed that were 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 hourly rate of pay/salary for the prior classification and the new classification.

Sec. 510 HOURLY RATE OF PAY/SALARY RATE ON TRANSFER: Whenever an employee is voluntarily or involuntarily transferred or assigned to a position in a different classification having the same pay/salary range as his/her former position, he shall retain his/her hourly rate of pay/salary rate and his/her merit or probationary qualifying hours needed.

Sec. 511 ADDITIONAL COMPENSATION TO SUPERVISORS:

- A. A person occupying a supervisory position may receive compensation at a rate of seven and one-half per cent (7.5%) above the base hourly rate of pay/salary rate of any of his/her subordinates, or for the supervisor of the classifications listed in Section 813, seven and one-half per cent (7.5%) above the base hourly rate of pay plus the market based premium as described in Section 813. The supervisory differential shall be granted provided that:
1. Both his/her appointing authority and the County Executive Officer find he is exercising substantial supervision over the subject subordinate and that he is satisfactorily performing the full supervisory duties of his/her position; and,
 2. The organization is a permanent one approved by the County Executive Officer; and,
 3. Both the supervisor and the subordinate have been permanently appointed to full-time positions; except in VCMC both supervisor and the subordinate have been permanently appointed to seventy-two (72) hours biweekly positions, and,
 4. The classification of both the supervisor's and subordinate's positions are appropriate to the organization and their duties.

Such compensation shall not be effective before the first day of the pay period during which the finding called for in paragraph "A" above is made. Where the subordinate is receiving a "Y" rate, or is for any other reason paid more than the base rate set for his/her classification, the supervisor's compensation shall be computed as if the subordinate were in fact receiving such base rate. Unless

otherwise determined by the Director-Human Resources, such additional compensation shall be effective only for the period deemed necessary to maintain the hourly rate of pay/salary of the supervisor at a rate 7.5% above that received by the subordinate. If the 7.5% pay differential shall cease to exist due to transfer, reassignment, reclassification, promotion, demotion, termination, or any other contingency, then the hourly rate of pay/salary of the supervisor shall be adjusted to the rate he would have attained notwithstanding the provisions of this section. The effective date of said adjustment shall be the first day of the pay period following the change in status of the subordinate. A change in the hourly rate of pay/salary or status of the supervisor shall invoke the Merit Increase sections of this Memorandum and said sections shall only be applied to the base rates of the supervisor's hourly rate of pay/salary. The Director-Human Resources at his/her discretion may then apply the provisions of this Section to a new base rate accruing to any supervisor so affected. Policies and procedures relating to merit or probationary qualifying hours needed are not affected by the provisions of this Section.

Sec. 512 PRIORITY OF INCREASES: Whenever a general increase, a merit hourly rate of pay/salary increase, a higher pay/salary range or pay/salary range placement, a promotional increase or any combination thereof are effective on the same date, the hourly rate of pay/salary to which an employee is entitled shall be fixed as follows: to the hourly rate of pay/salary received by the employee on the preceding day shall first be added any general hourly rate of pay/salary increase, then any higher pay/salary range or pay/salary range placement, then any merit increase, and then any promotional increase.

Sec. 513 HOURLY RATE OF PAY/SALARY ON DEMOTION OF A PROMOTIONAL PROBATIONARY EMPLOYEE:

- A. A promotional probationary employee demoted to the class he formerly occupied in good standing shall have his/her hourly rate of pay/salary, merit or probationary qualifying hours needed adjusted to reflect what he would have achieved if he had remained in the lower class throughout the period of his/her service in the higher class.
- B. Upon the request of the employee, a probationary employee may, upon approval of the Agency/Department head, be demoted to a class in which he did not previously hold status provided the Human Resources Division certifies that said employee is qualified for the position to which he is demoted. Such employee shall be demoted

to the entry level hourly rate of pay/salary in the lower class or, upon request by the Agency/Department head and approval by the Director-Human Resources, retain his/her current hourly rate of pay/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. 514 HOURLY RATE OF PAY/SALARY ON DEMOTION: Whenever an employee who has completed his/her probationary period in a higher class is then demoted to a position in a lower class for reasons other than unsatisfactory performance, or for functional disability, he shall receive the highest hourly rate of pay/salary on the new range that does not exceed his/her hourly rate of pay/salary immediately prior to demotion and shall retain his/her merit qualifying hours needed.

Sec. 515 MERIT INCREASES: 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 (5%) from the top of the range and, in such a case, the increase shall be to the top of the pay/salary range. Qualifying service for merit increase consideration shall be by compensable hours, which include all paid hours exclusive of overtime compensation.

Sec. 516 TIME FOR MERIT INCREASES: A newly appointed, re-employed, or promoted employee may qualify for:

- A. An initial merit increase within the pay/salary range upon completion of at least 1,040 hours of compensable service in that class.
- B. Succeeding merit increases within the pay/salary range upon completion of each additional 2,080 hours of compensable service in that class.

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

Sec. 517 MERIT REVIEW: At least one (1) pay period prior to an employee qualifying for a merit increase, the appointing authority shall notify the

Director-Human Resources and the employee in writing of his/her decisions regarding approval or denial of a merit increase. In all cases, the recommendation of the appointing authority shall be based on the employee's performance.

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

Sec. 519 CORRECTING ERROR IN OVERLOOKING MERIT INCREASE: Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight in recognition of the employee's completion of the merit qualifying hours needed, the Auditor-Controller shall compensate the employee for the additional hourly rate of pay/salary he/she should have received dating from the first day of the pay period after which he/she would have satisfied the merit qualifying hours by adding said additional hourly rate of pay/salary to the employee's next biweekly paycheck. In such cases, there shall be no adjustment of the employee's merit qualifying hours.

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

hourly rate of pay/salary rate may, upon recommendation of his/her appointing authority and subject to the approvals described below, have his/her initial hourly rate of pay/salary established at any point of the pay/salary range. Such rate must, however, be at least the entry rate for the higher class if such higher amount as would constitute a hourly rate of pay/salary increase of approximately five percent (5%) on the range over the hourly rate of pay/salary received prior to promotion, whichever is greater. An hourly rate of pay/salary established as a result of this provision is subject to the following approvals:

1. Up to the midpoint of the pay/salary range - approval by the Director-Human Resources.
2. From the midpoint to the top of the pay/salary range - approval by the County Executive Officer.
3. From the midpoint to the top of the range for Air Pollution Control District (APCD) Employees – approval by the APCD Executive Officer.

The advanced hourly rate of pay/salary placement of a regular employee may be made when:

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

B. Local 998 shall be notified in writing of promotions made above the midpoint of the pay/salary range.

Sec. 521 EFFECTIVE DATE OF PROMOTION: Whenever a person is promoted, the effective date of his/her promotion shall always be the first (1st) Sunday of the pay period.

Sec. 522 HOURLY RATE OF PAY/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 pay/salary range of the class to which he/she has been temporarily promoted. Upon temporary promotion, an employee will receive either the minimum of the new pay/salary range or a five percent increase over his/her present

hourly rate of pay/salary, whichever is greater. In no case shall such hourly rate of pay/salary adjustment place the employee beyond the pay/salary range of the position to which he/she has been temporarily promoted. An employee so temporarily promoted shall receive this hourly rate of pay/salary as long as he/she continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as provided in these articles as though he/she had been appointed on the day he/she began to receive the hourly rate of pay/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 BASE HOURLY RATE OF PAY/SALARY – VCMC 12 HOUR SHIFT - METHOD OF COMPUTATION: Employees in Nursing Care Coordinator classifications who are assigned to the Ventura County Medical Center and are regularly assigned to twelve hour shifts shall have their base hourly rate of pay/salary rate computed as follows:

12 Hour Rate = 8 hour base hourly rate of pay/salary Rate times 41 divided by 36.

In order to be eligible for the twelve (12) hour rate, an employee must work a minimum of four (4) twelve (12) hour shifts in a biweekly pay period.

Sec. 524 ADVANCED HOURLY RATE OF PAY/SALARY PLACEMENT (NEW HIRES): Upon recommendation of the appointing authority and the Director-Human Resources, the County Executive Officer may approve hiring a new employee beyond the midpoint of the pay/salary range provided that:

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

Appointments made above the midpoint of the pay/salary range and in accordance with the above-listed criteria for APCD employees may be approved by the APCD Executive Officer.

Local 998 shall be notified in writing of appointments made above the midpoint of the pay/salary range.

Sec. 525 IN LIEU PAYMENT: At the signing and ratification of this contract, eligible employees will receive a one-time payment of five hundred dollars (\$500.00) in lieu of Market Based Adjustments. Eligible employees are defined as being assigned to those classifications that will not receive a Market Based Adjustment. Additionally, Limited Benefit employees and employees who are currently receiving the Market Based Premium Pay shall receive the aforementioned payment.

ARTICLE 6
PREMIUM PAY

Sec. 601 BILINGUAL PREMIUM PAY:

A. Employees whose positions require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the Agency/Department Head, based upon the criteria established by, and subject to approval by, the Director-Human Resources. An employee's bilingual proficiency at Levels I and II shall be determined by an examination administered and certification issued by the Director-Human Resources or other approved county or city employer or educational facility at the employee's expense. Level III proficiency examinations shall be developed and administered solely by the Director-Human Resources. The level of an employee's bilingual proficiency shall be determined by an examination administered by the Director – Human Resources. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

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

Employees in positions eligible to receive this premium pay shall receive the appropriate rate per hour compensated per biweekly

pay period, not to exceed eighty (80) compensated hours per pay period.

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

The provisions of this Section shall not apply to the classification of Interpreter-Translator.

- B. Employees in the Non-Supervisory Social Services Unit who currently receive bilingual premium pay shall continue to receive said payment throughout the life of this contract, except in cases where an employee accepts a voluntary transfer or is promoted to a position which does not qualify for such premium. Nothing in this Section precludes management from transferring employees to other worksites in order to provide adequate caseload coverage.

Sec. 602 STANDBY PREMIUM PAY:

- A. Should an employee be placed on formal standby duty, such an employee shall be compensated for actual time on call at one-quarter (1/4) of his/her regular rate of pay/salary or at minimum wage, whichever is greater, and for time worked as a result of a callback to duty at his/her hourly wage when funds for such purposes have been specifically appropriated by the Board after specific inclusion in the department/agency 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.
- B. No more than two Children's Services Social Workers (at the discretion of the Director-Human Services Agency) and one Adult Protective Services Social Worker assigned the emergency response duty is authorized to be paid the standby premium in accordance with 602(A). Should that CSSW or APSSW be called back while on formal standby duty, he/she shall be eligible to receive the callback premium pay in accordance with Section 602(A).

All other 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:

- A. Except as otherwise provided herein, the night shift differential for regular employees who are required to work half of 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.
- B. Notwithstanding the provisions of Section (A) above, persons employed as Jail Cooks and assigned to a shift between the hours of 3:00 a.m. to 11:00 a.m. or 11:00 a.m. to 7:00 p.m. shall be eligible to receive the differential referenced therein.
- C. Except as otherwise provided herein, the night shift differential for regular employees employed by the Information Systems Department in the classifications of Data Technician I-IV, Computer Operator and Senior Computer Operator who are assigned to the night shift (11:00 p.m. to 8:15 a.m.) or who are required to work five-eighths (5/8) of a shift between the hours of 11:00 p.m. and 8:15 a.m. shall be calculated at the rate of ten percent (10%) of the base hourly pay of said employees.
- D. Employees shall only be eligible for one form of night shift differential per shift in accordance with (A), (B) and (C) above.
- E. For the purpose of paying shift differential any employee held over or called in will receive the shift differential applicable to the hours they work.

Sec. 604 EVENING AND NIGHT SHIFT DIFFERENTIAL PREMIUM PAY -
NURSING CARE COORDINATORS, CLINICAL COORDINATORS, AND
SELECTED TECHNICIAN CLASSES:

- A. Regular employees and those who are required to work half of a shift plus one hour between 3:00 p.m. and 11:00 p.m. shall be paid 7.5% in addition to the employee's base hourly rate of pay/salary. These employees are: Nursing Care Coordinator I-II, Clinical Coordinator, Clinical Coordinator – Behavioral Health, Clinical Coordinator – Mental Child Health, Clinical Coordinator – Surgical Services, Radiologic Technologist, Radiologic Specialist, Respiratory Technician, Principal Respiratory Therapist,

Respiratory Therapist, Pharmacy Technician I-II, Nuclear Medicine Technologist and any VCMC Registration/Admitting Staff.

- B. Employees listed in (A) above who work half of a shift plus one hour between 11:00 p.m. and 7:00 a.m. shall be paid 15% in addition to their base hourly rate of pay/salary.
- C. Specialty Pay: Whenever Clinical Coordinators are assigned to work in specialty areas, three dollars (\$3.00) per shift will be added to their regular base hourly rate of pay/salary. These assignments as determined by hospital management shall include, but not be limited to: the Operating Room-Recovery Room, Intensive Care-Coronary Care Unit, Intensive-Intermediate Care Nursery, Maternity Ward-Delivery Room, Emergency Room, Pediatrics, or In-Patient Jail.
- D. Weekend Pay: Clinical Coordinators who work a weekend shift shall receive, in addition to all other compensation allowed for in these Articles, twelve dollars and fifty cents (\$12.50) for each weekend shift worked.
- E. For the purpose of paying shift differential any employee held over or called in will receive the shift differential applicable to the hours they work.

Sec. 605 NIGHT SHIFT DIFFERENTIAL PREMIUM PAY – OTHER HOSPITAL EMPLOYEES: All other hospital employees as designated by the Director HCA, other than those covered by Section 604, shall be paid as follows: Those employees who are required to work half of a shift plus one hour between the hours of 11:00 p.m. and 7:00 a.m. shall be paid 10% in addition to their base hourly rate of pay/salary.

For the purpose of paying shift differential any employee held over or called in will receive the shift differential applicable to the hours they work.

Sec. 606 EVENING AND 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 Sections 603, 604 and 605 of this Article. All other employees shall only receive evening/night shift differential during those hours actually worked which qualify for the differential.

Sec. 607 CALL BACK SURGERY TEAMS: All hours worked as a result of call back to duty for employees on the Surgery Teams shall be paid at time-and-

one-half (1-1/2), regardless of the number of hours worked in the preceding twenty-four (24) hour period.

Sec. 608 CALLBACK: The minimum callback for employees covered by this agreement shall be two (2) hours.

Sec. 609 HEALTH CARE AGENCY OPTIMUM CENSUS STAFFING:

A. Purpose: To provide procedures which govern the employment and compensation of Health Care Agency Employees needed to provide staffing where the workload fluctuates due to changes in patient census. These employees shall replace extra help, and intermittent workers in Local 998's bargaining units at the Health Care Agency.

B. Limitations:

1. No more than 40% of the employees employed in any classification at Health Care Agency, covered by this Agreement, may be employed as an Optimum Census Employees.
2. Optimum Census Employees may only be employed from eligible lists established through a competitive process.
3. No Optimum Census Employee may fill a regular classified position for more than 10 calendar days.

C. Classification of Optimum Staff Employee: The Director of the Health Care Agency may employ these employees in any classification within the department or agency budget, but under no circumstances may the number of Optimum Staff Employees exceed 40% of the allocated positions in any classification.

D. Merit Increases: Optimum Staff Employees are not eligible for merit increases.

E. Hourly rate of pay/salary and Benefits:

1. Optimum Staff Employees shall be compensated at the minimum of the pay/salary range for the classification in which the employee is appointed.
2. Optimum Staff Employees shall not be guaranteed any number of hours of work per biweekly pay period.

3. Optimum Staff Employees shall be provided with the VCMC Health Insurance Plan and shall not be eligible for flexible credit allowances.
 4. If there is not sufficient work for Optimum Staff Employees, they may be sent home on vacation, compensatory time, or leave without pay.
 5. Sick leave shall be earned at the rate of .01925 per hour of sick leave with pay for each hour of compensation. The maximum accumulations shall be eight hundred (800) hours.
 6. Vacation credits shall be earned at the rate of .01923 per hour with pay for each hour of compensation to be compensated per year to maximum of forty (40) hours. The maximum accumulations shall be four hundred (400) hours.
 7. Retirement: Employees scheduled to work less than 64 hours per pay period will not be in the County retirement system, and will be covered by Safe Harbor. Employees scheduled to work 64 hours or more per pay period will be in the County system, but will not receive a retirement pick-up. Once employees are in the County system, they will not be able to get out of it even if their work schedules are officially reduced.
 8. Optimum Staff Employees shall receive evening and night shift differential premium pay in accordance with Section 603A, 604, 605, and 606.
 9. The provisions of Sections 525 shall apply to Optimum Staff Employees who are promoted or transitioned to any classification in a regular employment status.
- F. Layoffs: In the event of a reduction in force, Optimum Staff Employees shall be laid off after extra help employees and before Per Diem employees.
- G. Transition to Regular Full-Time Employment: All persons who are in Optimum Staff status, in the event of a vacancy in a regular full-time position in the same classification, shall be certified to the appointing authority for interview. The appointing authority shall appoint one of those Optimum Staff Employees to fill the vacancy

unless there is specific written justification to reject each and every employee certified to them.

- H. Failure to Accept Work: If an employee refuses a request to work when called by the appointing authority three consecutive times or five (5) or more times in a fiscal year, that employee shall be terminated.
- I. Grievances and Disciplinary Appeals: Grievances and disciplinary appeals will be submitted to mediation for final disposition.
- J. Employees in these positions shall be required to pay Union dues or service fees at the rate of 1/80th of the normal Union dues or fees for each hour compensated in a pay period, not to exceed 80 hours.
- K. The County and SEIU have agreed to form an Extra Help/Optimum Census Staffing Oversight Committee as described in Appendix C.

Sec. 610 PER-DIEM POOL EMPLOYEES¹

- A. Definition: Employees hired in per-diem pool classifications (formally known as Limited Benefit Employees) shall be considered regular employees as defined in Article 2, Section 251 of the Ventura County Personnel Rules and Regulations.
- B. Limitations:
 - 1. Per-diem pool classifications are limited to those identified as such in the County's Classification and Hourly rate of pay/salary listing or as approved in the future by the County.
 - 2. Per-diem pool employees shall only be entitled to receive the benefits, premiums, hourly rate of pay/salary, or other compensation elements referenced in Sec. 610(C).
 - 3. For purposes of this agreement, supervisory and organizational relationships with per-diem pool classifications shall not be considered regular and therefore Section 511 will not be applicable.
- C. Hourly rate of pay/salary and Benefits:
 - 1. Wage Rates: Base wages for per-diem pool employees shall be set at a flat rate. The Director-Human Resources

may adjust the wage rate plus or minus ten percent (10%) as necessary to meet market demands.

- a. The County agrees to reset the flat rates at the original percentage relationships that existed in 2000 using both Base Salary and Market Based Premium adjustments. The portion of the flat rate attributable to the Market Based Premiums is subject to going both up and down as the Market Based Premiums do.
- b. Establishment of new flat rates will be completed by July 29, 2005.

2. Retirement:

- a. Employees scheduled to work less than 64 hours per biweekly pay period will not be covered by the Ventura County Employees' Retirement Association (VCERA), but will be covered by Safe Harbor.
- b. Employees scheduled to work 64 hours or more per biweekly pay period will be covered by VCERA, but will not receive a retirement pick-up. Once employees are in VCERA, they will not be able to get out of the system even if their work schedules are reduced.

3. State Disability Insurance (SDI): The parties agree that per-diem employees may hold an election for the purposes of participating in SDI. Per-diem employees shall pay all costs of SDI coverage.

4. Work Hours: Per-diem pool employees shall not be guaranteed any specific number of hours during any biweekly pay period.

5. Call-Offs: Per-diem pool employees may be sent home if there is not sufficient work to be performed during any assigned shift.

6. Shift Differential: Per-diem pool employees shall be eligible to receive shift differential in accordance with Article 6, Sections 603A, 604A and B, or 605. Per-diem employees shall only receive one form of shift differential per shift.

7. Standby: Should an Per-diem pool employee be placed on formal standby duty, such an employee shall be compensated for actual time on call at one-quarter (1/4) of his/her regular hourly rate of pay/salary or at minimum wage, whichever is greater, and for time worked as a result of a callback to duty at his/her hourly wage when funds for such purposes have been specifically appropriated by the Board after specific inclusion in the department/agency 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.
- D. Failure to Accept Work: If a per-diem pool employee refuses a request to work when called by the appointing authority three (3) consecutive times or five (5) times in a fiscal year, that employee shall be terminated.
- E. Grievance and Disciplinary Appeals: Grievances and disciplinary appeals will be submitted to mediation for final disposition.
- F. Union Dues: Employees in these positions shall be required to pay Union dues or service fees at the rate of 1/80th of the normal Union dues or fees for each hour compensated in a pay period, not to exceed 80 hours.
- G. Layoffs: In the event of a reduction in force, Per-diem pool employees within each department/agency shall be laid off on a classification-by-classification basis in reverse order of the employee's seniority. If two (2) or more employees have identical seniority status, then such employee(s) shall be laid off in the order determined by the appointing authority.

Whenever a department/agency head believes that the best interest of the County requires the retention of an employee with special qualifications, skills, abilities or fitness for his/her position, the department/agency head may prepare a written request to the Director-Human Resources to grant an exception to the order of layoff. Subsequent to conducting a review of the request, the Director-Human Resources shall forward the request, together with his/her recommendation, to the County Executive Officer for final action.

Sec. 611

NIGHT SHIFT/EVENING SHIFT OVERTIME RATE – SPECIFIC CLASSIFICATIONS: The following hourly premiums shall be paid to the classifications listed below when employees in these classifications are assigned and work overtime on a night/evening shift. The rates listed below will be multiplied by the number of overtime hours worked on a night shift and paid in addition to the contract overtime calculation.

Evening/Night Shift Overtime Premium:

Rate 1 - \$0.90/overtime hour

<u>Job Code</u>	<u>Classification</u>
0156	Nursing Assistant I
1235	Medical Laboratory Tech I
1236	Medical Laboratory Tech II
1358	Records Technician I
1359	Records Technician II
1521	HCA Housekeeper I

Rate 2 - \$1.62/overtime hour

<u>Job Code</u>	<u>Classification</u>
0157	Nursing Assistant II
1270	Clerical Supervisor II
1313	Inventory Management Assistant II
1315	Inventory Management Assistant III
1328	Medical Office Assistant I
1329	Medical Office Assistant II
1330	Medical Office Assistant III
1441	Clinical Assistant II

Rate 3 - \$3.93/overtime hour

<u>Job Code</u>	<u>Classification</u>
1271	Clerical Supervisor III
0667	Monitor Technician
1402	Operating Room Technician II
1403	Operating Room Technician III
0165	Clinical Laboratory Scientist II
0166	Clinical Laboratory Scientist III
0755	Pharmacy Technician I
0756	Pharmacy Technician II

Rate 4 - \$13.68/overtime hour

<u>Job Code</u>	<u>Classification</u>
1450	Pharmacy Supervisor
1452	Pharmacist II

Sec. 612 STANDBY/CALLBACK OVERTIME PREMIUM RATE – RADIOLOGIC TECHNOLOGIST AND RADIOLOGIC SPECIALISTS: The following hourly premiums shall only be paid to the classifications listed below when employees in these classifications have both standby and callback pay. The rates listed below will be multiplied only by the number of callback hours worked and paid in addition to FSLA and the contract overtime calculation.

<u>Job Code</u>	<u>Classification</u>	<u>Premium Rate</u>
1453	Radiologic Technologist	\$3.00/hour
1454	Radiologic Specialist	\$5.00/hour

ARTICLE 7 HEALTH INSURANCE

Sec. 701 COUNTY CONTRIBUTION:

- A. Regular employees will be covered by the County of Ventura Flexible Benefits Program (Cafeteria Plan). Subject to terms and conditions of the plan document, the County shall contribute an amount not to exceed \$248.00 per bi-weekly pay period towards the Cafeteria Plan for each regular employee beginning on December 18, 2005.

The County agrees to subsidize the cost of the selected outside Health Maintenance Organization (HMO) that exceed the \$167.00 flexible credit allowance amount until December 17, 2005.

- B. Effective December 18, 2005, flexible credits for enrolled regular part-time employees shall be established on a separate basis from regular full-time employees. For each enrolled regular part-time employee subject to the conditions of the plan document, the County shall contribute an amount not to exceed \$184.00 per bi-weekly pay period towards the Flexible Benefits Program. For purposes of this Article only, regular part-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty-four (64) hours per biweekly pay period.²

C. The health insurance plan for enrolled Optimum Staff Employees shall be established on a separate basis from regular full-time and regular part-time employees. Each Optimum Staff Employee shall be enrolled in the VCHCP plan.³

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

Sec. 703 LABOR/MANAGEMENT COMMITTEE: Local 998 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 Local 998, per Section 704, on health insurance benefits and the solution of claims processing problems when requested. Accordingly, the parties agree to the continuation of a joint management/labor health care cost containment committee. Such committee shall meet quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities.

Sec. 704 COUNTY'S RIGHT TO MAKE CHANGES: For the term of this Agreement, the parties agree that the County retains the exclusive right to make changes necessary to administer the Flexible Benefits programs, and Local 998 specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes. Such changes may include, but are not limited to, the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

Notwithstanding the above, County agrees to give Local 998 thirty (30) days' notice of any plan changes proposed and to afford Local 998 an opportunity to express its opinion regarding those proposed changes. Any changes in the plan initiated by the County must be submitted to the Board of Supervisors for approval during a regular session. Said notice and opportunity to communicate shall not be interpreted at any time during the course of this Agreement as an obligation on the part of the County or a right on the part of Local 998 to meet and confer or otherwise consult or negotiate regarding these issues.

- Sec. 705 STATE DISABILITY INSURANCE (SDI): The parties agree to continue participation in the employee paid State Disability Insurance Program (SDI) pursuant to applicable State regulations and the following provisions:
- A. For purposes of this Section only, the term "employee" shall include regular employees assigned to County classifications. This inclusion in the SDI program will not confer any representation rights to temporary help employees or alter in any way the definition of "employee" in the County's Personnel Rules and Regulations or current Memorandum of Agreement.
 - B. If a bargaining unit chooses to withdraw from SDI after the required two (2) years, membership must present a majority petition indicating such desire.
 - C. This program shall be administered by the County.
 - D. The employee shall pay all costs of the program.
 - E. Per State regulations, benefits for employees not previously covered by SDI shall become effective approximately seven (7) months after enrollment.

ARTICLE 8
OTHER COMPENSABLE BENEFITS

Sec. 801 MILEAGE REIMBURSEMENT:

- A. Rate – Employees who are required to use their personal vehicle for County business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

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

Sec. 803 UNIFORM ALLOWANCE:

- A. Employees who are required to wear uniforms, as a condition of their employment shall receive a total annual uniform allowance as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>
Animal Control Officer II, III,	\$700.00
Supv. Animal Control Officer	\$700.00
Fire Control Worker and Sr. Fire Control Worker	\$620.00
Supv. Park Ranger	\$620.00
Sheriff's Cadet I & II	\$620.00
Sheriff Custody Records Supervisor	\$620.00
Senior Sheriff Custody Records Supervisor	\$620.00
Sheriff Fingerprint Specialist	\$620.00
Sheriff Intake & Release Specialist	\$620.00
Senior Sheriff Intake & Release Specialist	\$620.00
Sheriff Records Specialist I & II	\$620.00
Senior Sheriff Records Specialist	\$620.00
Sheriff Custody Records Technician I & II	\$620.00
Senior Sheriff Records Supervisor	\$620.00
Sheriff Records Supervisor	\$620.00
Sheriff Records Division Supervisor	\$620.00
Staff Service Specialist I (Training Coordinator)	\$620.00
Public Safety Dispatchers I and II , and Supv. Public Safety Dispatcher	\$620.00
Emergency Dispatch Systems Coord. (Sheriff)	\$620.00
Training Coordinators (Sheriff)	\$620.00

In order to receive such uniform allowance, employees must have been employed in one of the above stated classifications for at least six months prior to November 1 of each year. Employees who terminate prior to November 1 shall not be eligible to receive any uniform allowance.

For employees assigned to the Ventura County Fire Protection District, in order to receive such uniform allowance, employees must have been employed in one of the above stated classifications for at least six month prior to November 1st of each year and have not given notice of termination prior to November 1st. Employees who terminate prior to November 1st shall not be eligible to receive any uniform allowance.

- B. Employees in the following classifications shall be provided one clean uniform per regularly assigned shift by the County at no cost to the employee. It is understood and agreed to by the parties that employees provided such uniforms shall be required to wear that clothing during those hours for which they are performing their assigned County duties. Such uniforms shall be of a color and type determined by the County.

<u>Classification</u>	<u>Minimum Uniform Sets</u>
GSA Maint. Worker I, II, III	7 sets pants/shirts
Custodian I, II, III (GSA)	5 shirts
Jail Cooks (Sheriffs' Dept.)	5 sets pants/shirts
PW Maint. Wkr. I, II, III, IV	9 sets pants/shirts
PW Maint. Wkr. Specialist	9 sets pants/shirts
Maint. Wkr. I, II, III, IV	9 sets pants/shirts
Water & Wastewater Services Worker, Trainee Asst., I, II, III, IV	9 sets pants/shirts
Wastewater Operator	9 sets pants/shirts
Couriers (GSA) I, II, III	11 sets pants/shirts
Inventory Management Assistants (GSA) I, II, III	11 sets pants/shirts
Building Equipment Utility Workers (GSA)	11 sets pants/shirts

Employees may request a mix of long pants and shorts. It shall be at the County's discretion to approve such a request, determine the appropriate mix, and determine if and when shorts may be worn. The selected mix may not be changed until the vendor replaces the garment(s) due to non-serviceability.

Sec. 804 PROFESSIONAL REGISTRATION AND LICENSING - REGISTERED ENGINEERS AND GEOLOGISTS: Employees who are registered or licensed by the California State Board of Professional Engineers and Land Surveyors or the Department of Consumer Affairs-Board of Geologists and Geophysicists and occupy a related classification that does not require registration or licensing shall receive an incentive equivalent to 5% of their base pay per biweekly pay period, not to exceed eighty (80) hours compensated per pay period.

Sec. 805 BOARD CERTIFIED PSYCHIATRISTS AND PSYCHOLOGISTS: Regular full-time and part-time psychiatrists who have an American Board of Psychiatry Certification shall receive premium pay of \$1.93 per hour compensated per biweekly pay period, not to exceed 80 compensated

hours per pay period. Such premium pay shall be in addition to their base pay.

Psychologists who are diplomates of the American Board of Professional Psychology shall receive premium pay of \$1.19 per hour compensated, per biweekly pay period, not to exceed 80 compensated hours per pay period. Such premium pay shall be in addition to their base pay.

Sec. 806 CERTIFIED PUBLIC ACCOUNTANT: A premium pay of \$.47 per hour compensated, per biweekly pay period, will be paid to employees in the following classifications:

Accounting Officer I, II, III and IV
Auditor-Appraiser Trainee, I, II and III
Internal Auditor I, II, III and IV

An eligible employee may receive the premium pay for a maximum of 80 compensated hours per pay period; and, such premium pay shall be in addition to their base pay.

Sec. 807 ANIMAL REGULATION DIFFERENTIAL: Regular Animal Control Officers assigned lead supervisory responsibilities on evening and weekend shifts shall receive premium pay of \$.35 per hour above the base hourly rate of pay/salary rate and any other premium pay, even if such combined hourly rate of pay/salary exceeds the maximum of the pay/salary range established for the class. Said hourly rate of pay/salary differential shall be effective for the period of lead assignment only.

Sec. 808 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 (Yrs)	Item	Rate (Yrs)
Coats & Jackets	3	Coats & Jackets	3
- Leather & Suede	4	- Leather & Suede	4
Hats	1	Blouses	1.5
Neckties	1	Dresses	2
Rainwear		Rainwear	
- Plastic	1	- Plastic	1
- Fabric	2	- Fabric	2
Shoes	1.5	Shoes	9 mos
Shirts	1.5	Shirts	2
Slacks	2	Slacks	1.5
Suits	3	Suits	3
Sweaters	2.5	Sweaters	2
Socks	.5	Uniforms	1.5
Sport Coats	4	Underwear	
Work Clothes	.5	- Foundation Garments	6 mos
Underwear	1	- Panties	6 mos
		- Slips	1.5

TABLE II - CALCULATION OF CLAIMS REIMBURSEMENT VALUES

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

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

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

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

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

EXAMPLE:

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

Sec. 809 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 either advance expenses or provide a County credit card for payment of employee's transportation, lodging, and meal allowances, if applicable, prior to the employee leaving for the conference or seminar.

Sec. 810 P.O.S.T. INCENTIVE PAY: Any Public Defender Investigator I, II , Supervising Public Defender Investigator or Sr. Public Defender Investigator who possesses a Peace Officer Standardization and Training (POST) Specialized Basic Investigators Certificate, or it equivalent as determined by the Director-Human Resources and the Public Defender, shall receive a biweekly incentive pay of \$149.17.

Any Public Safety Dispatcher I, II, and Supervisor, Emergency Dispatch System Coordinator and Staff Service Specialist I assigned to the Sheriff's Department's Communication Center or Public Safety Dispatcher I, II, and Supervisor assigned to the Fire District who possesses a POST Public Safety Dispatcher Certificate shall receive a biweekly incentive pay of \$85.24.

Sec. 811 ENVIRONMENTAL HEALTH RESPONSE TEAM BONUS: Environmental Health Employees who are assigned by the Director-RMA or his/her designee to the Environmental Health Response Team shall receive a biweekly premium pay of \$192.00. Employees receiving compensation pursuant to this provision are not eligible to receive overtime, standby, or callback pay.

Sec. 812 VCMC PSYCHIATRIC INPATIENT UNIT ASSIGNMENT DIFFERENTIAL: Any regular, non-physician, non-psychiatric technician, and/or non-nursing employee specifically assigned to work in the Ventura County Medical Center's Unit and specifically designated by the Director-Health Care Agency to provide acute inpatient mental health care shall receive a five percent (5%) differential for work performed. Depending on the overtime status of the employee, said differential shall be based on, and paid in addition to, either the base hourly wage or base biweekly hourly rate of pay/salary of the employee. Eligibility for this differential is at the sole discretion of the Director-Health Care Agency.

Sec. 813 MARKET BASED PREMIUM PAY: Upon recommendation of the Director-Health Care Agency, the Director-Human Resources may approve a premium pay for Pharmacists Pharmacy Technicians, Clinical Laboratory Scientist I, II, III, Histologist, Radiologic Specialist, Radiologic Technologist, Licensed Physical Therapy Assistant, and Principal Respiratory Therapist as a recruitment and retention bonus. The amount of the premium pay adjustment will be calculated as needed according to the changing labor market survey of comparable positions in local hospitals and private pharmacies and will be up to \$20.00 per hour for Pharmacists and up to \$10.00 per hour for Pharmacy Technicians, Clinical Laboratory Scientist I, II, III, Histologist, Radiologic Specialist, Radiologic Technologist, Licensed Physical Therapy Assistant, and Principal Respiratory Therapist. The premium pay may be reduced or eliminated should a survey as described above show that reduction/elimination is warranted.

The County agrees to meet and consult with the Union on the implementation procedures of the Market Based Premium program to determine the original intent of Section 813 and to modify as necessary for implementation by January 1, 2006. Thereafter the County will meet and consult on any changes in application of Section 813 prior to implementation.

Sec. 814 LICENSE ENDORSEMENT REIMBURSEMENT: An employee in any of the classifications listed below who, in order to meet the minimum requirements for his/her position, renews his/her Class "1" or Class "A" California Drivers license within ninety (90) days of the expiration date and is directed by the County to obtain a Tank and/or Hazmat License Endorsement shall be reimbursed for the cost of the initial endorsements only as follows:

1. \$25.00 when the endorsement(s) is obtained concurrent with the renewal of his/her Commercial Drivers License; or,
2. \$25.00 plus \$10.00 per endorsement when, through no fault of the employee, he/she renewed his/her Commercial Drivers License and was subsequently advised by the County that the endorsement is required.
3. \$25.00 if, on the effective date of this Agreement he/she already holds a Class "A" license and the endorsement(s) if he/she is subsequently advised by the agency/department that such endorsement(s) is required.

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

Eligible Classifications

GSA Maintenance Trainee
 GSA Maintenance Worker I, II, III
 GSA Maintenance Supervisor
 Public Works Maintenance Worker I, II, III, IV
 Public Works Maintenance Worker Specialist
 Public Works Maintenance Supervisor
 Maintenance Worker Trainee
 Maintenance Worker I, II, III, IV
 Maintenance Supervisor
 Water & Wastewater Service Worker Trainee
 Water & Wastewater Service Worker I, II, III, IV, and Supervisor
 Wastewater Operator

Sec. 815 EDUCATION INCENTIVE PAY:

A. Employees shall receive incentive pay in addition to base hourly rate of pay/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 one level of 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.
- D. Ventura County Employees' Retirement Association (VCERA) staff who have attained certification as a Certified Employee Benefits Specialist (CEBS) shall receive a three and one-half percent (3.5%) premium pay in addition to base hourly rate of pay/salary. Employees are eligible for this benefit in addition to other benefits outlined in Article 8.

Sec. 816 ASSIGNMENT BONUS:

- A. Any Clinical Coordinator or Crisis Team employee who provides direct patient care and who works an eight (8) hour shift in the Ventura County Medical Center or its affiliated clinics shall receive a bonus of \$15.00 per shift completed or \$1.875 per hour compensated. Crisis Team eligible employees include, but are not limited to, the classifications of Mental Health Associate, Psychiatric Social Worker I, II, III and IV, Psychologist and Senior Psychologist.
- B. Employees who are otherwise eligible for this bonus and who work a shift other than eight (8) hours, shall have such bonuses computed on a pro-rata basis for the hours actually worked.
- C. Any employee who receives the Assignment Bonus pursuant to the provisions of this Section, and who is absent as the result of having utilized a day of paid sick leave, paid annual leave, paid vacation, or paid holiday, shall continue to receive the Assignment Bonus as if they had worked their regular shift for that day(s). Any otherwise eligible part-time employees who takes such day of paid leave off, shall be compensated on a pro-rata basis.

Sec. 817 CERTIFICATION PAY: ⁴Any Clinical Coordinator who possesses or acquires certifications issued by a national or state recognized organization is eligible for \$0.625 per hour, per shift, per certification for up to a maximum of five (5) certifications per employee. In order to qualify for the certification pay, the employee must provide appropriate documentation and request the pay. Certifications must be deemed clinically appropriate by Nursing Administrators and be consistently utilized in the employee's regular assignment.

Any employee who receives the certification pay pursuant to the provisions of this Section, and who is absent as the result of having

utilized a day of paid sick leave, paid annual leave, paid vacation, or paid holiday, shall continue to receive the certification pay as if they had worked their regular shift for that day(s). Any otherwise eligible part-time employee, who takes such day of paid leave off, shall be compensated on a pro-rata basis.

- Sec. 818 PUBLIC SAFETY DISPATCHER TRAINING OFFICER BONUS: Employees in the classifications of Public Safety Dispatcher II or Supervising Public Safety Dispatcher who are designated as 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.
- Sec. 819 UNDERGROUND STORAGE TANK INSPECTOR CERTIFICATION: Regular full-time and part-time RMA Technician III, Environmental Health Specialists III, IV and Supervising Environmental Health Specialist, assigned to the Hazardous Materials Program, who have an Inspector Certification issued by the International Code Council shall receive premium pay of \$.79 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.

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, laboratory fees, and graduation fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time.
- Sec. 902 ELIGIBLE EMPLOYEES: Permanent, probationary, full time and part-time employees (on a pro rata basis) are eligible to participate in this program.
- Sec. 903 COURSES ELIGIBLE: The following criteria will be used in determining eligibility for reimbursement:
- A. Courses must have a reasonable potential for resulting in more effective County service.
 - B. Courses directly related to the employee's occupational field are eligible.

- C. Courses that are prerequisite to job-related courses are also eligible.
- D. Job-related courses preparing an employee for promotion in his/her 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 for employees in the following bargaining units, when approved by the Department/Agency head:
 - 1. Professional Unit
 - 2. Technical Unit
 - 3. Supervisory Unit
 - 4. Administrative Support Unit
 - 5. Professional Engineers Unit
 - 6. Appraisers Unit
- H. Members of the Appraisers Chapter shall be eligible for Tuition and registration fee reimbursement under the County Textbook and Tuition Reimbursement Program for job-related courses and seminars approved by the Department/Agency head, which are offered by the State Board of Equalization, California Assessors' Association and professional organizations, including but not limited to:
 - 1. Appraisal Institute
 - 2. International Association of Assessing Officers (IAAO)
 - 3. Institute of Real Estate Management
 - 4. American Society of Farm Managers and Rural Appraisers
- I. Real Property Agents shall be eligible for reimbursement under the County Textbook and Tuition Reimbursement Program for job-related courses approved by the department head, which are offered by the following organizations:
 - 1. Appraisal Institute

2. American Right of Way Association
3. Institute of Real Estate Management

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

- A. Tuition Reimbursement - County shall, unless otherwise designated in this Memorandum, provide for 100% reimbursement of tuition for off-duty, job-related recognized courses up to a maximum of six hundred (\$600) 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. Agency/Department Heads shall not authorize expenditures in excess of the maximum.
- B. Exempt Employees Textbook and Tuition Reimbursement - Employees exempt from overtime shall be eligible for 100% reimbursement for departmentally approved, off-duty, job-related recognized coursework up to a maximum of nine hundred and fifty dollars (\$950) per fiscal year.
- C. Nursing Care Coordinator and Clinical Coordinators Textbook and Tuition Reimbursement: Nursing Care Coordinators I-II and Clinical Coordinators shall be eligible for 100% reimbursement for Agency approved, off-duty, job-related recognized coursework up to a maximum of five hundred dollars (\$500) per fiscal year for lower division courses, and seven hundred fifty dollars (\$750) per fiscal year for upper division or graduate coursework.

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

- A. Courses must be taken on the employee's own time, on compensatory time, or vacation time, or administrative leave approved in advance by the Department/Agency head. Department/Agency heads are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this section is to not provide for time off with pay.
- B. Neither transportation nor mileage reimbursement are provided for by this program.
- C. Parking fees, meals and other costs not specifically covered in this program will not be paid by the County.
- D. Costs for which reimbursement is received from other sources, 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.
- F. For the members of the Appraisers Unit, in classifications, which require continuing education units (CEU's) in order to maintain their professional certification, Department/Agency head may approve up to 12 hours of time off with pay per fiscal year, to attend seminars and workshops under the County's Textbook and Tuition Program.

Sec. 907 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Department/Agency head is responsible for the administration of this program. Applications for reimbursement must receive approval by the Department/Agency head prior to the first class session. An official record of grades and receipts must be received by the Department/Agency head within 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/Agency head. New employees, however, will not be reimbursed until they have completed 1,040 hours of compensable service with the County. The Director-Human Resources may develop such forms and additional procedures, which he deems necessary to accomplish the intent of this textbook and tuition program.

Sec. 908 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.

Sec. 909 HUMAN SERVICES AGENCY JOB TO CAREER PROGRAM: This program is offered with the specific goal of developing social workers and other human service delivery professionals. Courses will be approved for establishing eligibility to receive benefits under the HSA Employee Job to Career Program. These courses are approved at the sole discretion of the Human Services Agency and may be at the Credential, Certificate, Associate, Bachelor or Master degree levels.

Regular employees of the Human Services Agency who are enrolled in the HSA Employee Job to Career Program and are registered in courses specifically pre-approved by the HSA Staff Development Manager shall receive the following:

- A. Textbook Loan: Instructor required textbook(s) will be provided for the use of the employee during the term of the course. The textbook(s) are to be signed out by the employee and be returned to the agency in good form at the end of the course. If the textbook is not returned or is returned unusable, the employee is obligated to reimburse the agency for the cost of the textbook.
- B. Paid travel time and mileage: The employee shall receive paid mileage and travel time from their work site to the class site when the course begins during the employees approved work schedule. Employees will not be paid while attending the class, travel from class returning to their work site or home, nor to travel from any non-work site location.
- C. Use of County computers: County computers and internet access may be used to complete course related research and assignments on employees own time.

ARTICLE 10 WORK SCHEDULES

- Sec. 1001 NORMAL 80-HOUR BIWEEKLY WORK PERIOD: Except as may be otherwise provided, the “normal” biweekly work period of the County of Ventura shall be ten (10) working days of eight hours each. It is the duty of each Department/Agency head to arrange the work of his/her department or agency so that each regular employee therein shall work no more than the normal schedule, except that a Department/Agency head may require any employee in his/her department to temporarily perform service in excess of the normal schedule, when public necessity or convenience so requires. The provisions of this Article are intended to define the normal work schedule and do not guarantee a minimum number of hours of work. The County retains its right to relieve employees from duty because of lack of work or for other legitimate reasons; however, this does not preclude employees or Local 998 from grieving the practical consequences of that action.
- Sec. 1002 OTHER ALLOWABLE WORK SCHEDULES: A Department/Agency head may, following communication with the employees involved, assign employees of the Agency/Department to any other schedule which aids the Agency's/Department's ability to serve the public if such schedule is not a violation of State or Federal law. The County agrees to consult with Local 998 prior to the employees being placed on a modified workweek.
- Sec. 1003 WORK SCHEDULE CHANGES: The County and Local 998 agree to meet and discuss problems with or changes in work schedules on a Department/Agency basis during the term of this Memorandum upon request of either party.
- Sec. 1004 EMPLOYEES WORKING STRAIGHT 8-HOUR SHIFT: Those employees on a straight eight (8) hour shift schedule shall work eight (8) hours straight inclusive of lunch and/or breaks.
- Sec. 1005 SHERIFF'S EMPLOYEES WORKING STRAIGHT 12.5 HOUR SHIFT: Those Sheriff's Department employees assigned to work a straight twelve and one half hour (12.5) shift schedule shall work twelve and one half hours (12.5) straight inclusive of lunch and/or breaks.
- Sec. 1006 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. 1007 VARIABLE WORK HOUR PROGRAM:
- A. DEFINITIONS:

1. VARIABLE WORK HOURS will be defined as either a “compressed work schedule”, or “flexible work schedule.”
2. COMPRESSED WORK SCHEDULE is 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. A FLEXIBLE WORKING SCHEDULE gives the employees the options of changing their starting and ending times on a periodic basis as determined by management in consultation with the employee.

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/Agency Head.
2. To the extent that Department/Agency 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. A Department/Agency Director may decide to cancel the program at any time, at which time the employees shall be assigned another work schedule. Cancellation will be preceded by a twenty-one (21) day notification.
4. Eligibility for variable work hours will be at the sole discretion of the Department/Agency Head.
5. Overtime, if required, will normally be scheduled on the employee's day off.
6. On a compressed workweek program, use of full vacation, sick or annual leave day will be charged 10 hours on the 4/10, or 8 or 9 hours on the 9/80, depending upon the scheduled hours of the employee.

7. Any employee requesting change in a schedule or flexible working hours schedule will require his/her supervisor's approval, subject to management's review.
8. Any change in scheduled working hours shall be at the sole discretion of the appropriate supervisor/manager.
9. Preference in selecting a day off, or variable hours starting and ending time, may be given to employees with ridesharing arrangements, or dependent care considerations. This is a guideline for use by managers in determining workflow and coverage issues.
10. Employees and managers/supervisors may be required to complete periodic surveys, to evaluate the effects of the program.
11. Employees participating in the program will be required to sign an agreement that they have read and understand the program.

Sec. 1008 SHIFT ASSIGNMENTS, OVERTIME DISTRIBUTION AND ASSIGNMENT CHANGES: Any employee that believes that Management decision on the assignment of shifts, distribution of overtime or change in assignment is inappropriate they can request through the Union that a specific decision be reviewed by the Director of Human Resources or her designee for a determination. The Director or her designee shall meet with the complainant, investigate the matter, and render a decision within sixty (60) days of initiation of the complaint. The decision of the Director of Human Resources is final and not subject to the grievance procedures.

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 his/her department/agency head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.

Any employee who is FLSA exempt shall not be paid overtime of any type unless specifically provided herein.

Sec. 1103 DEFINITIONS:

For purposes of this Article only.

- A. A "Designated Work Period" shall consist of seven (7) consecutive days (168 hours).
- B. "Overtime" is defined as time worked by an employee in excess of forty (40) hours in a 168 hour Designated Work Period. Management reserves the right under the FLSA to designate the Work Period for each employee.
- C. "Time Worked" shall include paid assigned holidays, paid court appearances, paid sick leave, and paid industrial leave as provided for in these Articles provided, however, time worked for persons employed as Water & Wastewater Service Worker Trainee, I, II, III, IV, or Supervisor, Wastewater Operator, Public Works Maintenance Worker I, II, III or IV, Public Works Maintenance Worker Specialist, or Supervisor-Public Works Maintenance shall include paid vacation time when such time off is taken between the period of November 1 through April 30; and time worked for persons employed as a Public Safety Dispatcher and Clerical Supervisor III assigned to the Sheriff or Fire Communications Centers shall include vacation and compensatory time off.

Sec. 1104 COMPENSATION FOR OVERTIME HOURS WORKED - IN GENERAL:

Except for those employees who are eligible for the payment of overtime under the provisions of Section 1105, 1106, regular full-time and part-time employees who are neither eligible for Administrative Leave nor considered as "exempt" employees under the provisions of the FLSA shall be paid in cash at a rate of one and one-half times their regular hourly rate of pay for all hours worked in excess of forty (40) hours during their Designated Work period.

An employee eligible for paid overtime under the provisions of this Section, may request, subject to management approval, the accumulation of compensatory time off, in lieu of paid overtime, at the rate of one and one-

half hours of compensatory time off for each hour worked in excess of forty (40) hours during their Designated Work period. The maximum number of accumulated hours of compensatory time off shall not exceed 120 (80 hours of overtime times 1.5).

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

- A. Accumulated compensatory time off may be taken off by an employee with prior approval of department management.
- B. Whenever any person is unable to take compensatory time off within the calendar year during which the overtime is earned, such compensatory time off may be either compensated for or carried over into the next calendar year. If such compensatory time off is carried over, it must be taken as compensatory time off during the next year or, at the completion of the two-year period, it will be paid off at the base hourly rate of pay/salary rate then in effect.
- C. Any employee who terminates or is terminated shall be paid the hourly equivalent of his/her hourly rate of pay/salary for each hour of accrued compensatory time off. The compensation resulting from this provision shall be based upon the base hourly rate of pay/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(j) EXEMPTION:

- A. Except for employees described in Section (D) below, the County has previously elected the 7(j) overtime exemption for "hospital employees" as determined by the Director-Health Care Agency.
- B. The work period for "hospital employees" of the Health Care Agency shall be 14-days. Time worked shall include paid assigned holidays, paid court appearance, paid sick leave, and paid industrial leave. County agrees to notify each employee and make a notation in his/her personnel record noting a fourteen (14) day work period and the starting time and day of each work period.
- C. Non-exempt "hospital employees" shall be paid in cash at one and one-half times their regular hourly rate of pay for each hour worked in excess of eight (8) FLSA "hours worked" in any workday or eighty (80) FLSA "hours worked" in any fourteen (14) day pay period. Hours worked in excess of FLSA maximums shall be paid based

upon the FLSA definition of rate of pay. Contractual overtime payments shall be credited towards FLSA minimum overtime pay obligations where appropriate.

- D. Notwithstanding the provisions of Sections 1105 (A) through (C), VCMC Inpatient Psychiatric, Nursing Units and Inhalation Therapy employees are not designated as 7 (j) exempt "hospital employees" as defined in the Fair Labor Standards Act. Employees of these units shall receive overtime pay at the rate of one and one-half times their regular hourly rate of pay for all hours worked in excess of their regularly scheduled shift per twenty-four (24) hour period, or all hours worked in excess of forty (40) hours in their seven (7) day designated work period. For purposes of this section only, the term "unit" shall mean any one of the following organizational entities at the VCMC:

- The Emergency Department
- The Surgery Department
- The Day Surgery Unit/Department
- The Recovery Room Unit
- The Pediatrics Unit
- The Intensive Care and Telemetry Unit
- The Medical/Surgery Unit
- The Maternal Child Health Care Unit
- The Obstetrics Department
- The Post Partum Unit
- The Neonatal Intensive Care Unit
- The General Nursery Unit
- The Ambulatory Care Unit

Sec. 1106 FLSA EXEMPTION: Employees occupying the classifications designated as exempt in accordance with FLSA as of October 16, 2001 shall not have their pay or their vacation/leave banks reduced for absences of less than one day. The County agrees to notify Local 998 whenever classifications designated as exempt are added or deleted from the County's classification system.

ARTICLE 12 ADMINISTRATIVE LEAVE

Sec. 1201 PURPOSE: To provide for granting time off with pay for employees who are not eligible to be compensated for overtime.

Sec. 1202 ELIGIBLE EMPLOYEES: Any employee whose position is declared exempt under the provisions of the Fair Labor Standards Act is eligible for administrative leave.

Sec. 1203 GRANTING OF ADMINISTRATIVE LEAVE: Employees shall be granted paid administrative leave upon approval of their supervisor in accordance with County policies and guidelines.

Administrative Leave may be granted in increments not to exceed twelve hours (or the regular shift). For example, an employee who works a 4/10 schedule may be granted 10 hours of Administrative Leave on his/her usual workday.

Sec. 1204 PAYMENT FOR OVERTIME WORKED: Nothing herein shall prevent the payment of straight cash compensation to employees eligible for administrative leave in times of stress or unusual workload situations. Such compensation shall require the authorization of the Board of Supervisors.

Sec. 1205 USE, ACCRUALS AND RECORD KEEPING: Employees exempt from overtime shall not accrue or record hours worked beyond the regular workday or biweekly work period. Employees exempt from overtime shall be eligible to receive administrative leave for personal business in addition to vacation, sick leave and holidays. Administrative leave is not an accrual and has no cash value. It is not earned, but is allowed exempt employees, subject to supervisory scheduling.

Sec. 1206 ADDING OR DELETING CLASSIFICATIONS ELIGIBLE FOR ADMINISTRATIVE LEAVE: Each party to this agreement shall, upon notice from the other during the period of this Memorandum, promptly meet and confer with respect to proposed additions to or deletions of those classifications eligible for administrative leave.

ARTICLE 13 VACATION

Sec. 1301 VACATION USAGE: Each department or agency head shall be responsible for scheduling the vacation periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and the County service. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation plan can be realized by each employee. The appointing authority shall determine when vacations will be taken.

Sec. 1302 VACATION ACCRUAL: Regular employees shall accrue hours of vacation with pay for each hour of compensation to a maximum of eighty (80) hours per biweekly work period according to the following schedule, commencing with the employee's hire date of during his/her latest period of County employment.

A. Vacation credits are earned as follows:

<u>YEARS OF COMPLETED SERVICE</u>	<u>VACATION CREDIT EARNED PER HOUR</u>	<u>APPROXIMATE DAYS</u>
Less than 10,400 hours (Approximately less than 5 Years)	.05386 hours	14 days/year
10,400 but less than 22,880 hours (Approximately 5 years but less than 11Years)	.07313 hours	19 days/year
22,880 hours (Approximately 11 Years)	.07688 hours	20 days/year
24,960 hours (Approximately 12 Years)	.08075 hours	21 days/year
27,040 hours (Approximately 13 Years)	.08463 hours	22 days/year
29,120 hours (Approximately 14 Years)	.08850 hours	23 days/year
31,200 hours (Approximately 15 Years)	.09225 hours	24 days/year

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

Sec. 1303 VACATION REDEMPTION: After 20,800 hours of continuous County service (approximately ten (10) years), and upon using eighty (80) hours of vacation during the past twelve (12) months, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of vacation accrual at the current hourly rate of pay/salary rate. Such an employee

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

- Sec. 1304 VACATION PAYOFF ON RETIREMENT OR TERMINATION: Any employee who terminates or is terminated shall be paid for each hour of earned vacation based on the hourly rate of pay/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. 1305 VACATION BENEFITS FOR PART-TIME EMPLOYEES: Regular part-time employees shall be eligible for vacation benefits and such benefits shall accrue on a pro rata basis. Usage and maximum accruals of said benefits shall be governed by the same rules and regulations applicable to regular, full-time employees.
- Sec. 1306 RATE OF PAY WHILE ON VACATION: While on vacation, employees shall be compensated at the same hourly rate of pay/salary rate they would have received if they had been on the job.
- Sec. 1307 INELIGIBILITY FOR BENEFITS: Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 33 of this Agreement.
- Sec. 1308 COORDINATION WITH DISABILITY BENEFITS: Eligible employees, subsequent to exhausting all accumulated sick leave hours as per Section 1504(F), may use accrued vacation hours in conjunction with either State Disability Insurance or the County Long Term Disability Plan in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he actually worked his/her normal schedule.

ARTICLE 14 HOLIDAYS

Sec. 1401 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 full compensation for his/her regularly scheduled shift both the day before and the day after such paid holiday.

Sec. 1402 PAID ASSIGNED HOLIDAYS:

1. New Year's Day, January 1;
2. Martin Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Thanksgiving Day, the fourth Thursday in November;
8. Christmas Day, December 25;
9. And every day appointed by the President of the United States or Governor of the State for public fast, Thanksgiving or holiday, when specifically authorized by the Board of Supervisors.

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

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

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

- B. Regular part-time employees shall be granted the leave provided under (A) above on a pro rata basis.
- C. In no instance will an employee be allowed to split his/her annual allowance of floating holiday leave hours over multiple days.

Sec. 1403 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 12 hours. Holidays for part-time employees shall be pro-rated based upon the total number of hours regularly worked.

Sec. 1404 WORK ON HOLIDAYS: Regular full-time and regular part-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half their regular rate of pay for hours actually worked between the hours of 12:01 a.m. and 12:00 midnight of the holiday, in addition to receiving straight time payment for said holidays. Such straight time pay shall not exceed the number of hours usually scheduled on that day, and shall in no case exceed twelve (12) hours.

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

ARTICLE 15 SICK LEAVE

Sec. 1501 SICK LEAVE ACCRUAL RATES: Regular employees shall accrue 0.0385 hours of sick leave with pay for each hour of compensation to a maximum of 3.08 hours per pay period.

Sec. 1502 MAXIMUM SICK LEAVE ACCRUAL: The maximum allowable sick leave accrual shall be eight hundred (800) hours except for the following conditions:

An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual cash payment of twenty-five percent (25%) of his/her hours over the accrual maximum.

Sec. 1503 ADVANCED SICK LEAVE CREDIT: New regular, full-time employees shall receive an advanced sick leave credit of 40.04 hours (approximately thirteen (13) biweekly pay periods) as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of thirteen (13) biweekly pay periods of service or upon earlier separation.

Sec. 1504 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 Director-Human Resources, a maximum of forty (40) hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his/her 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 the County Long Term Disability Program in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he actually worked his/her normal schedule.

Sec. 1505 DEPARTMENTAL/AGENCY RESPONSIBILITY FOR ADMINISTRATION: Each agency or department head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other

satisfactory evidence of illness. Employees required to produce such evidence for illness of less than three (3) days shall be notified of this requirement in advance. Any person absent from work on sick leave shall notify his/her department or agency head on the first day of such leave and as often thereafter as directed by his/her agency or department head.

The Director-Human Resources or the department or agency head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

- Sec. 1506 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his/her illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his/her absence on any day after the five days unless and until he presents to his/her appointing authority a certificate signed by his/her physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of his/her appointing authority or the Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at County expense.
- Sec. 1507 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by him at the time of such termination irrespective of whether or not such a person is subsequently employed by the County.
- Sec. 1508 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 20,800 hours (approximately ten (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 hourly rate of pay/salary on the last day worked.
- Sec. 1509 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly rate of pay/salary rate earnable by the employee on each day that he is on sick leave.

- Sec. 1510 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave shall not be used to continue the hourly rate of pay/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. 1511 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. 1512 SICK LEAVE BENEFITS FOR PART-TIME EMPLOYEES: Regular part-time employees shall receive sick leave benefits on a pro-rata basis. Usage and maximum accruals of the sick leave benefits shall be governed by these Articles.
- Sec. 1513 INELIGIBILITY FOR BENEFITS: Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 33 of this Agreement.

ARTICLE 16 INDUSTRIAL LEAVE

- Sec. 1601 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 up to the first twenty-four (24) working hours for such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by the Chief Deputy Executive Officer (Risk Management).
- Sec. 1602 BASIS FOR GRANTING INDUSTRIAL LEAVE: Paid industrial leave shall be approved if:
- A. The accident or illness was not due to the employee's negligence; and
 - B. The absence from work is substantiated by a licensed physician's statement certifying that the nature of the illness or injury is

sufficiently severe to require the employee to be absent from his/her duties during a rehabilitation period.

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

- Sec. 1603 **SUPPLEMENTAL PAID INDUSTRIAL LEAVE:** If the employee becomes eligible for payment under the Labor Code of the State of California, either through hospitalization or length of disability, for benefits for the first twenty-four (24) working hours of disability as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to his/her full regular hourly rate of pay/salary for the first twenty-four (24) working hours of disability if the conditions in Section 1602 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 hourly rate of pay/salary.
- Sec. 1604 **USE OF OTHER LEAVE:** If the request for paid industrial leave is denied, the employee may elect to use accumulated annual leave, sick leave or accrued vacation time to receive full compensation for the initial twenty-four (24) working hours following the accident or illness.
- Sec. 1605 **FULL HOURLY RATE OF PAY/SALARY:** Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take as much of his/her accumulated annual leave, sick leave or accumulated vacation so as when added to his/her temporary disability indemnity, it will result in payment to him of his/her full hourly rate of pay/salary.
- Sec. 1606 **EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY:** An employee who has exhausted his/her industrial leave with pay as provided in Section 1602 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. 1607 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 1606 shall be entitled to accrue the same sick leave credits he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1608 VACATION ACCRUAL WHILE ON TEMPORARY DISABILITY: An employee who is on temporary disability leave of absence as provided in Section 1606 shall be entitled to accrue the same vacation credit he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1609 HOLIDAY ACCRUAL WHILE DISABLED: An employee who is on temporary disability leave of absence as provided in Section 1606 shall be entitled to accrue the same holiday credits he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1610 HEALTH PLAN CONTRIBUTION: For employees on temporary disability leave of absence without pay as provided in Section 1606, 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. 1611 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. 1612 RELATIONSHIP TO LABOR CODE: Payment of hourly rate of pay/salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.
- Sec. 1613 INDUSTRIAL LEAVE REVIEW: The parties agree that during the term of this Agreement to form a Labor/Management Committee to review and recommend changes to the Industrial Leave Plan that will streamline the process and simplify leaves of absence, failure to return to work and Americans with Disabilities Act (ADA) process.

ARTICLE 17
LEAVES OF ABSENCE

- Sec. 1701 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 Director-Human Resources with the concurrence of the appointing authority. This Section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.
- Sec. 1702 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. 1703 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. 1704 BEREAVEMENT LEAVE: Any regular employee may be allowed to be absent from duty for up to three (3) working days without loss of pay because of the death of a member of his/her immediate family. When travel to distant locations or other circumstances requires absence in excess of three consecutive working days, the appointing authority may allow the use of accrued annual leave or vacation; or, up to two days of accrued sick leave to supplement the three working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the husband, wife, domestic partner, parent, brother, sister, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or stepparent of an employee.
- Employees on an unpaid leave of absence shall not qualify to use bereavement leave.
- Sec. 1705 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. 1706 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. 1707 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 (CFRA).

ARTICLE 18 PART-TIME EMPLOYEES

Sec. 1801 DEFINITION OF PART-TIME EMPLOYEE: The use of the term part-time in this contract is defined as an employee regularly working less than eighty (80) hours in a bi-weekly pay period.

Sec. 1802 DEFINITION AND BENEFITS, IN GENERAL: Except as provided in Sec. 1803 below, 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 Memorandum. Such benefits shall accrue on a

pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80) in a biweekly pay period. This Section shall not apply to employees involuntarily placed on a part-time schedule.

Sec. 1803 PART-TIME EMPLOYMENT, NON-SUPERVISORY SOCIAL SERVICES UNIT:

- A. Definition - An employee hired into this category of employment shall work no more than 1,664 hours per year.
- B. Seniority - Regular part-time employee seniority for the purpose of probationary period, merit increases, and layoff shall accrue on a compensable hours basis.
- C. Hours - Persons employed in this category who agree to work at least twenty (20) hours per week shall be guaranteed a minimum of twenty (20) hours per week. An employee may be assigned more than 20 hours per week up to full time as needed.
- D. Voluntary Acceptance of Part-time Employment - Part-time positions shall be made available to employees of the Human Services Agency, subject to the following:
 - 1. All employees on a part-time status on July 3, 1983, shall be allowed to maintain their part-time status unless the employee voluntarily accepts full-time.
 - 2. Current full-time employees desiring part-time positions shall be given priority over non-employees for all part-time positions. However, no current employees desiring full-time employment shall be placed in a part-time position, except as provided in Article 25, Reduction in Force.
 - 3. Insofar as possible, management and employees affected shall attempt to schedule mutually agreeable part-time hours. However, part-time staff may be assigned work hours and work sites as needed to provide adequate caseload coverage and staffing.

ARTICLE 19
PROBATIONARY PERIOD

Sec. 1901 LENGTH OF PROBATIONARY PERIOD:

- A. The probationary period is 1,040 compensable hours exclusive of overtime. If federal, state or local law requires a longer probationary period, such law shall prevail. The probationary period for a part-time employee shall be the same as full time employees.
- B. The probationary period for anyone newly employed, promoted, reinstated, transferred, or otherwise assigned to the classifications of Communications Operator I, II, III, and IV, Public Safety Dispatcher I, II, Supervisor – Public Safety Dispatcher, and Emergency Dispatch Systems Coordinator is 2,080 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 in any of the aforementioned classifications shall be the same as a full-time employee.
- C. The Probation period for employee's serving their initial County service probationary period in a Professional classification shall be 2,080 hours. Equal Employment Opportunity Commission rules, not bargaining unit or FLSA status, shall govern the definition of Professional for the purposes of this section.

Should an employee in an EEOC professional classification accept a promotion in a different EEOC professional classification requiring a distinctly different educational path as found on the classification specification, the employee shall serve a promotional probationary period of 2,080 hours.

Sec. 1902 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 re-employment, classification reinstatement, or layoff transfer eligible lists to a formerly held classification in an agency/department different from the one from which they were laid off. Persons not successfully completing probation may have their names restored to the list from which they were appointed based upon their previous date of eligibility.

4. 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 agency/department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.
5. Persons appointed from County service reinstatement eligible lists.

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

Sec. 1903 EXTENSION OF PROBATIONARY PERIOD: Employees serving a probationary period may request and the Department/Agency head on his/her own initiative may authorize an extension of the probationary period of an additional 80 to 1,040 hours of compensable service in 80-hour increments where insufficient training, marginal performance and other related factors warrant such extension. This authorization shall be in writing. The Department/Agency head shall notify the Director-Human Resources and the employee of any extension and the reasons therefore.

Where the County is considering the extension of an employee's probationary period, such employee shall be informed of his/her 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 Local 998.

Sec. 1904 PROBATIONARY PERIOD REVIEW: Prior to the conclusion of a probationary period, the appointing authority has the responsibility of reviewing the conduct, performance, responsibility and integrity of each employee and determining whether the employee is fully qualified for permanent status. Performance evaluation reports for probationary employees shall be submitted to the Director-Human Resources three months from the date of appointment and at least fifteen days before the end of the probationary period. The Director-Human Resources shall notify the appointing authority immediately in writing of any misrepresentation of fact or false statement made by a probationary employee relating to that employee's obtaining employment with the County.

Sec. 1905 RETURN TO PREVIOUS POSITION: A promoted employee who is dismissed during his/her probationary period, except if the cause warrants action to dismiss him from the County Service, shall return to the position

in which he held permanent status, if vacant, or any other vacant position in his/her former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in his/her permanent personnel file. Upon a return to his/her former position in the same agency or department, the employee shall not serve a new probationary period. In the absence of such vacancy in the agency or department in which he held permanent status, the dismissed probationary employee may either:

- A. Accept a position in the same class in another department or agency if a vacancy exists, and serve another probationary period; or
- B. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he held permanent status, with the right to be restored to his/her original classification when the first vacancy occurs. He need not serve a new probationary period if he accepts a voluntary demotion.
- C. When an employee takes a probationary demotion to a lower related class in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.
- D. Be placed on the reemployment list for two years for the last classification where permanency was held. The first vacancy that occurs anywhere in the previously employing department or agency in that classification shall be given to the employee. He shall not serve a new probationary period when reemployed.

Sec. 1906

RETURN TO PREVIOUS POSITION, NON-SUPERVISORY SOCIAL SERVICES UNIT: A promoted employee in the Non-Supervisory Social Services Unit who is dismissed during his/her probationary period, except if the cause warrants action to dismiss him from the County service, shall:

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

- D. When an employee takes a probationary demotion to a lower related class in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.

ARTICLE 20
PERFORMANCE EVALUATIONS

- Sec. 2001 ADMINISTRATION OF EVALUATION PROGRAM: Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the Director-Human Resources according to the schedule in Section 2004 and 2005. One copy of each fully completed and signed report shall be given to the employee.
- Sec. 2002 NATURE OF PERFORMANCE EVALUATIONS: Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluation period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance evaluation form for the employee to sign, signifying that he has read the supervisor's comments. Space will also be provided so that employees may give related comments of their own relative to the performance evaluation. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the division, department or agency head, or to the Director-Human Resources. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee.
- Sec. 2003 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance evaluations reports shall be confidential and shall be made available as required to the employee, appointing authority, Director-Human Resources, and the Arbitrator. The employee may designate in writing that his/her Local 998 representative may inspect such evaluations.
- Sec. 2004 PROBATIONARY EVALUATIONS: In accordance with the schedule detailed in section 1901.
- Sec. 2005 ANNUAL PERFORMANCE EVALUATIONS: Upon completing 3,120 hours of service (approximately eighteen (18) months) after hire or promotion, and after completing every 2,080 hours of service (approximately twelve (12) months) thereafter.

Sec. 2006 PERFORMANCE EVALUATION TIMEFRAMES: Annual performance evaluations are required as noted above, Agency/Department Heads may designate specific timeframes for completion and administration of this process.

ARTICLE 21 PERFORMANCE PROBLEMS

Sec. 2101 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. 2102 UNFAVORABLE REPORTS ON PERFORMANCE (Counseling Memos, Written Admonishments, and Reprimands): If upon such counseling an employee's performance does not improve and disciplinary action could result, a written report shall be prepared by the supervisor, including specific suggestions for corrective actions, if appropriate. A copy shall be given to the employee and a copy filed in his/her 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. 2103 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 22 PERSONNEL FILE

- Sec. 2201 EMPLOYEE ACKNOWLEDGMENT OF MATERIAL PLACED IN PERSONNEL FILE: No material relating to performance appraisal, hourly rate of pay/salary action or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his/her signature on the material to be filed with the understanding that, although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his/her personnel file with an appropriate notation by the person filing it.
- Sec. 2202 FULL RIGHT OF INSPECTION OF EMPLOYEE PERSONNEL FILE: With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of his/her personnel file, or he may designate in writing his/her Local 998 representative to inspect the file.

ARTICLE 23 ADDITIONAL EMPLOYEE BENEFITS

- Sec. 2301 DEFERRED COMPENSATION: Employees in the units covered by this agreement may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum amount allowed under the County's plan but must contribute at least one and one-half percent (1.5%) of hourly rate of pay/salary and the County shall match one and one-half percent (1.5%).
- Sec. 2302 SERVING AS WITNESS: No deductions shall be made from the hourly rate of pay/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 hourly rate of pay/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. 2303 JURY SERVICE: No deductions shall be made from the hourly rate of pay/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. Employees may retain fees received for serving on a jury.

- Sec. 2304 PARKING SPACE: The County shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.
- Sec. 2305 SPECIAL EQUIPMENT OR CLOTHING: Under no circumstances shall the employee be required to purchase special equipment or clothing unless so directed by order of the Board of Supervisors.
- Sec. 2306 CONTINUING EDUCATION - HEALTH PERSONNEL: The Health Care Agency will attempt, through its Staff Development Program, to provide the required In-Service Health Care Personnel Education requirements imposed by the Continuing Education Statute of the State of California.
- Sec. 2307 IN-SERVICE TRAINING FOR NURSING CARE COORDINATORS: Health Care Agency will attempt, through its Staff Development Program, to provide the In-Service Nursing Education required by statute (AB 449 of 1972).
- Sec. 2308 HOURLY RATE OF PAY PLACEMENT - CLINICAL COORDINATORS, NURSING CARE COORDINATORS, OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS: Upon request of the Director-Health Care Agency and approval by the Director-Human Resources or her designated representatives, a newly appointed or reinstated employee assigned to the classification of Nursing Care Coordinator I, II, Principal Respiratory Therapist, Clinical Coordinator, or a classification requiring California licensure as a Registered Physical Therapist, or registration by the National Occupational Therapist Association as an Occupational Therapist, may receive a hourly rate of pay/salary placement at any point within the range assigned to the job classification involved.

Such reinstatement hourly rate of pay/salary placement shall be limited to employees who formerly held permanent status in a classification requiring California licensure as a Registered Physical Therapist, or registration by the National Occupational Therapist Association as an Occupational Therapist, and who made such request for reinstatement within two years after their effective date of termination.

The provisions of this section are not applicable to hourly rate of pay/salary placement resulting from promotional examinations or appointment from Reemployment or Classification Reinstatement eligible lists.

Sec. 2309 JAIL COOK SHIFT SUPERVISOR DIFFERENTIAL: The Sheriff may designate up to a maximum of four (4) Jail Cooks at the Pre-Trial Detention Facility, and four (4) Jail Cook assigned to Todd Road as Shift Supervisors when such employees are permanently assigned to perform lead supervisory duties. Employees so designated shall be compensated at a rate five percent (5%) above the base hourly rate of pay/salary rate to which they are otherwise entitled. For overtime purposes, this differential shall be considered as part of the employee's regular hourly rate.

Sec. 2310 PESTICIDE APPLICATOR'S CERTIFICATION: The County shall pay those fees assessed an employee who maintains certification as a pesticide advisor and/or certification to apply pesticides or herbicides provided, however, that such certificate is designated as necessary by the Department/Agency Head to perform the assigned duties and that payment provided under this Section is approved in advance. The County shall cover costs for fees paid for approved classes appropriate for maintaining certification.

Sec. 2311 LICENSE/REGISTRATION REIMBURSEMENT-NURSING CARE COORD-INATORS, CLINICAL COORDINATORS, AND SPECIFIED TECHNICIAN CLASSES: The County shall reimburse employees in the below listed classifications for State required, job related licenses provided, however, that the Director-Health Care Agency or Director-Human Services Agency, as appropriate, determines that such licenses are necessary to meet the requirements of the position(s). Classifications eligible for reimbursement are:

1. Respiratory Technician
2. Respiratory Therapist and Principal Respiratory Therapist
3. Radiologic Technologist and Specialist
4. Pharmacy Technician I and II
5. Clinical Laboratory Technologist I, II, III
6. Registered Dietician I, II, III
7. Therapeutic Dietitian
8. Nursing Care Coordinator I, II
9. Clinical Coordinator
10. Clinical Coordinator – Behavioral Health
11. Clinical Coordinator – Mental Child Health
12. Clinical Coordinator – Surgical Services
13. Public Health Nutritionist I, II, III
14. Staff Psychologist and Senior Psychologist
15. Psychiatric Social Worker I, II, III, IV

Sec. 2312 CERTIFICATION REIMBURSEMENT - WATER/WASTEWATER TREATMENT CERTIFICATES - The County shall reimburse employees in the below listed classifications for State required, job-related licenses up to a maximum of three (3) (with the exception of California driver license), as determined by the Director-Human Resources to meet the requirements of the positions. Classifications eligible for reimbursement are:

1. Water & Wastewater Lab Technician
2. Water & Wastewater Service Worker Trainee, I, II, III and IV
3. Water & Wastewater Service Supervisor

Certifications for reimbursement include, but are not limited to the following list below. Additional state certifications may be added at the discretion of the Director-Human Resources for all levels of the following:

1. Water Treatment Operator
2. Water Distribution Operator
3. Wastewater Treatment Operator
4. Wastewater Collection Systems
5. Laboratory Analyst

Sec. 2313 SAFETY SHOE REIMBURSEMENT: Effective July 1st of each year, employees whom the appointing authority has determined must wear safety shoes, shall be eligible to receive a \$135.00 voucher towards the purchase and/or maintenance of such shoes for wear on the job. A new employee shall become eligible to receive a voucher upon hire. The parties recognize and agree that distribution of the voucher completely satisfies any obligation the County may have with respect to the provisions of safety shoes. Upon demonstration of need and approval by the appointing authority, an employee may receive an additional \$135 voucher towards the purchase of a replacement pair of safety shoes.

Sec. 2314 STAFF DEVELOPMENT FOR CLINICAL COORDINATORS: Employees shall be authorized up to sixteen (16) hours per year of leave with pay to attend job-related conferences and seminars which are conducted during times when said employees would regularly be on duty. Such leave may be taken while utilizing Textbook and Tuition Reimbursement. The approval and scheduling of such time off with pay by a department head is predicated on the availability of adequate staffing.

Sec. 2315 AGRICULTURAL INSPECTOR LICENSE: The County shall pay those fees assessed an employee who successfully completes an Agricultural Inspector License, Deputy Agricultural Commissioner License or Agricultural Commissioner License from the California State Department of

Food and Agriculture. The County shall cover costs for fees paid for approved classifications appropriate for licensure.

ARTICLE 24 TRANSFERS

- Sec. 2401 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. 2402 MINIMUM QUALIFICATIONS: A person must meet the minimum qualifications of the classification to which he is to be transferred. Employees who have not completed their probationary period shall not be eligible for transfer.
- Sec. 2403 HOURLY RATE OF PAY/SALARY AND MERIT QUALIFYING HOURS NEEDED ON TRANSFER: If the transfer occurs within the County Service, there shall be no change in hourly rate of pay/salary rate. Any regular employee may be transferred from one position to another in either the same classification or to one, which has the same pay/salary range. An employee so transferred shall not have his/her merit qualifying hours modified.
- Sec. 2404 PROBATIONARY PERIOD ON TRANSFER: If transfer occurs within the County Service, the employee shall not be required to serve another probationary period.
- Sec. 2405 APPROVAL OF TRANSFER: All transfers must have the written approval of the appointing authorities concerned and the Director-Human Resources.
- Sec. 2406 HOURLY RATE OF PAY/SALARY AND MERIT INCREASE HOURS NEEDED ON INVOLUNTARY TRANSFER: Whenever an employee is involuntarily transferred to a position in a different classification having the same pay/salary range as his/her former position, he shall retain his/her hourly rate of pay/salary rate and his/her merit qualifying hours needed will not be modified.
- Sec. 2407 WRITTEN REQUEST FOR TRANSFER: Any employee wanting to transfer shall submit a request in writing to the Director-Human Resources indicating his/her desire to transfer, his/her present classification, and any other special consideration or limitation regarding a possible transfer.

Sec. 2408 CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER: Whenever the Director-Human Resources receives a request for certification of eligibles to an appointing authority, all persons who, within one year from the date of the certification request, have requested a transfer shall have their 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. 2409 TRANSFER WITHIN DEPARTMENT/AGENCY: An employee desiring transfer to another position within the same Department/Agency may request consideration for transfer by memo to the designated department/agency personnel officer.

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

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

Sec. 2410 DURATION OF TRANSFER REQUEST: Except as provided in Section 2409 and notwithstanding any other consideration, a transfer request shall not be honored for more than one year. In addition, a transfer request may be invalidated for any of the following reasons:

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

ARTICLE 25

REDUCTIONS IN FORCE

Sec. 2501 LAYOFF PROCEDURE: Whenever there is a reduction in force, one or all of the following may occur, until the situation which necessitated the reduction in force has been eliminated:

- A. All incentive or differential payments to existing employees shall cease.
- B. Except for emergency situations as declared by the County, no overtime will be authorized or paid.
- C. All merit increases may be delayed for 2,080 hours.
- D. Employees shall be laid off in the following order:
 - 1. Extra help employees
 - 2. Optimum Census Employees
 - 3. Per Diem Employees
 - 4. Provisional employees
 - 5. Fixed term (only those positions filled with Regular and Probationary employees)
 - 6. Temporarily promoted employees
 - 7. Probationary employees
 - 8. 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.
 - 9. Permanent employees.

Sec. 2502 SENIORITY: Seniority shall be determined by each employee's continuous County service. All uninterrupted employment with the County, including all compensated hours exclusive of overtime as a provisional, probationary, fixed term, regular full-time or 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.

Sec. 2503 ORDER OF LAYOFF: The determination of which employee(s) shall be laid off shall be made within each Department/Agency on a classification-by-classification basis. The County shall designate classification(s) to be affected. The order of layoff shall be determined by length of seniority.

The order of layoff shall be in reverse order of the employee's seniority 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. 2504 TRANSFER IN LIEU OF DEMOTION: A permanent employee who is to be laid off shall have the right to transfer and/or voluntarily demote and transfer to any vacant position in the employee's department/agency for which he is qualified. The provisions of these Articles shall govern such transfers and/or voluntary demotions and transfers. If there are two or more employees to be laid off and they opt to exercise this right and request to transfer and/or demote and transfer to the same vacant position, then the employee with the greatest seniority shall have the right to fill such vacancies. If the seniority status of these employees is equal, the appointing authority shall have the right to fill such vacancy.

Sec. 2505 DEMOTION IN LIEU OF LAYOFF: If there are no vacant positions to which a permanent employee who is to be laid off permanent employee shall have the right to demote to any class within his/her department/agency in which that employee previously held permanent status. Bumping shall not be restricted to classes within a bargaining unit. Should an employee bump into a class in another bargaining unit, then the layoff procedures applicable to that bargaining unit shall be controlling. There does not need to be a vacant position within the classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee was demoted, then such layoff shall be made in accordance with the provisions of the agreement which is controlling for the classification.

Sec. 2506 REEMPLOYMENT: All persons who have been laid off as a result of a reduction in workforce shall have their names placed on a Reemployment Eligible List for the classification in which they were employed immediately prior to being laid off. There shall be two Reemployment Eligible Lists: one which includes only the names of the laid off employees within a department or agency, and the other which has the names of all other County employees who were laid off. The department/agency reemployment list shall have priority over the Countywide reemployment list. Eligibles on the Reemployment List shall be ranked in reverse order of the order of layoff. Each person's name shall remain on such list for a period of two 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 717 of the Ventura County Personnel Rules and Regulations, whichever occurs first. Eligibles on the reemployment list shall be reappointed to vacant positions as they occur in the classification and agency/department in which they were employed immediately prior to layoff. Such eligibles shall be interviewed for consideration for reappointment to vacant positions in other agencies/ departments in the classification in which they were employed immediately prior to layoff.

Sec. 2507 CLASSIFICATION REINSTATEMENT: All employees who have demoted to a lower classification as a result of a reduction in workforce shall have their names placed on a Classification Reinstatement List for the classification from which they were demoted. There shall be two Classification Reinstatement Lists: one which includes only the names of the demoted employees within a department or agency, and the other which has the names of all other County employees who were demoted from the specific classification. The department/agency classification reinstatement list shall have priority over the Countywide classification reinstatement list. Eligibles on the Classification Reinstatement List shall be ranked in reverse order of the order of their demotions. Each person's name may remain on such list for a period of two 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 717 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. 2508 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 1508 of this Memorandum.

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

Sec. 2509 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 26 PRODUCTIVITY

For the duration of this Memorandum, Local 998 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 27
NO STRIKE/NO LOCKOUT

During the term of this Memorandum of Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by Local 998, 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 28
NON-DISCRIMINATION

NON DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY:

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

The County of Ventura's Equal Employment Opportunity Plan will be fully supported by Local 998.

ARTICLE 29
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 30
LOCAL 998 RIGHTS

Sec. 3001 UNION BUSINESS/STEWARDS TIME: Starting on July 1, 2005, and on the same date on each subsequent year a SEIU Stewards' Bank will begin the year with four hundred (400) hours of release time for use on the preparation and presentation of filed grievances. No one steward shall use more than twenty-five percent (25%) of the Stewards' Bank. The bank hours used will be in accordance with the provisions of this article, and stewards are required to report all bank hours on their time cards.

Local 998 Board members who attend board meetings during working hours will do so on their own time.

It is further agreed that officers, executive board members, and stewards will conduct all other Union business, except for time spent in negotiations, on their own time by utilizing vacation time or leave without pay.

The President of Local 998 is authorized to use up to thirty (30) additional hours of County paid time per year with departmental/agency head approval to attend recognized employee organization conferences. In addition Local 998 paid staff are authorized to visit workstations of Board Members to obtain signatures on official Local 998 documents.

Sec. 3002 UNION STEWARDS: The County affirms the right and recognizes the necessity of the Union to designate employees as stewards. It is agreed by the County and the Union that the purpose of all Union representatives is to promote an effective relationship between the County and the Union by assisting in settling grievances at the lowest possible level of the grievance procedure.

A. The Union may designate stewards to represent employees in the processing of grievances, at Weingarten meetings, appeals from disciplinary action, and their formal appeals subject to the following rules and procedure:

1. The Union, on a quarterly basis, shall furnish the Director-Human Resources with a written list identifying by name and assigned work areas all regular and alternate stewards and

the list shall be kept current by the Union. Employee to steward ratios shall not be less than one (1) to twenty-five (25) in representational areas of twenty-five (25) or more.

2. The Union will designate as a steward only employees who have passed an initial probationary period and have been designated as permanent.
3. Alternate stewards shall be recognized as a steward only when such regular steward is absent as the result of County approved training, sick leave, vacation, annual leave or other approved leaves of absence.

B. Representational Duties:

1. When requested by an employee and utilizing Stewards' Bank Time, a steward may, assist in the preparation and presentation of informal and formal grievances. Weingarten meetings are on County time, but the time spend attending to these meetings shall not be drawn from the Stewards' Bank.
2. After notifying and receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off during working hours (without loss of time or pay) drawn from the Stewards' Bank or the employee's accrued leave to present such formal grievances. The immediate supervisor will authorize the steward to leave his or her work unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his or her work assignment.
3. When a steward desires to contact an employee at his/her work location, the steward shall first contact the immediate supervisor of that employee to make an appointment, advise him/her of the nature of the business, and obtain the permission to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he 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. Interviews or discussions with an employee and a steward during working hours will be handled expeditiously. A steward is authorized by the Union to act on behalf of Local 998 regarding grievances and work condition issue related to the area of representation.
5. Any disputes arising from the use or placement of stewards which cannot be resolved between Local 998 and the Department shall be referred immediately to the Director-Human Resources who will attempt to resolve the matter.
6. The stewards 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 his/her normal assignment. The stewards are required to report all Stewards' Bank Time used on their timecard.
7. It is understood by the parties that conducting new employee orientation or distributing Union information are not eligible uses for Stewards' Bank Time.

Sec. 3003 NEGOTIATING COMMITTEE: The committee authorized by Local 998 to consult, meet and confer, or negotiate collectively shall consist of sixteen (16) members which includes at least one (1) employee for each bargaining unit covered by this Memorandum of Agreement 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. 3004 EMPLOYEE ORIENTATION: When invited to do so by the head of a County agency, or the head of a County department not part of an agency, staff or employee representatives of Local 998 may participate in training or orientation sessions for employees in that department or agency.

Sec. 3005 EMPLOYEE LISTS: The County shall furnish Local 998 on a biweekly basis a listing of new employees hired and employees terminated within Local 998 bargaining units.

Sec. 3006 UNION SPONSORED DEDUCTIONS: In the event Local 998 wishes to utilize a new payroll deduction code for a union-sponsored activity, Local 998 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, Local 998 shall pay in advance to the County Auditor-Controller the sum of nine hundred fifty dollars (\$950) for activating the code. Existing codes and changes shall be processed without cost to the Union.

The County and Local 998 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 Local 998 -sponsored deductions codes.

Sec. 3007 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 Local 998 and between the paid staff of Local 998 and such employees, provided that:

- A. Paid staff of Local 998 shall pick up and deliver all messages being communicated outside the County's normal distribution route.
- B. All mass communications intended for broad departmental distribution shall be approved in advance by the County Executive Officer or his/her designated representative.

Sec. 3008 MEETING SPACE: Upon written request of Local 998, the County may provide meeting space outside working hours, provided such place is available and Local 998 complies with all departmental rules and policies of the Board of Supervisors.

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

Sec. 3009 BULLETIN BOARDS: The County will designate a bulletin board or a portion of an existing bulletin board in each department/agency for the exclusive use of Local 998. 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/Agency Head or his/her designated representatives. If the Department Agency Head objects to the contents of such material, he shall immediately notify Local 998 staff or its representative. Such material shall be removed from the board, based upon the Department/Agency Head's objections and if an agreement

cannot be reached between Local 998 and the Department/Agency Head, the matter shall be immediately referred to the Director-Human Resources for resolution. If either party objects to the Director-Human Resources' decision, he has the alternative of filing an unfair labor practice charge before the Civil Service Commission. Local 998 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 Local 998.

Sec. 3010 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 Local 998 materials and information. Regulations governing said display and distribution shall be the same as those contained in Section 3009 of this Article.

Sec. 3011 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 Local 998 shall be submitted to arbitration. The cost of arbitration shall be divided equally between Local 998, the moving party, and the County. The decision of the arbitrator shall be final and binding.

Sec. 3012 UNION SECURITY: Maintenance of Membership/Modified Agency Shop:

- A. All Unit employees who on the effective date of the MOA are members of Local 998 and all such employees who thereafter voluntarily become members of Local 998 shall maintain their membership in Local 998, subject to:
 - 1. The right to resign from membership and pay a representation service fee in lieu of membership during the last ten days of the fiscal year.
- B. Effective February 13, 1996, there shall be created a modified agency shop provision in conformity with Government Code section 3502.5 and as provided in this section.
- C. All Unit employees hired after February 13, 1996, who choose not to become members of Local 998 shall be required to pay to Local 998 a representation service fee. The representation service fee represents the employee's proportionate share of Local 998's cost of legally authorized representation services on behalf of Unit employees in their labor relations with the County. Such representation service fee shall in no event exceed the regular,

periodic membership dues paid by Unit employees who are members of Local 998. Local 998 shall provide affected Unit employees with the financial information required by applicable law. Employees shall sign the appropriate dues deductions cards upon completing their new hire paperwork prior to beginning employment.

- D. The representation service fee arrangement provided by this section may be rescinded by majority vote of all employees represented by Local 998 provided that:
 - 1. A request for such vote is supported by petition containing the signatures of at least thirty percent (30%) of the employees represented by Local 998.
 - 2. The vote may be taken at any time after February 13, 1997, but in no event shall there be more than one vote taken during any open contract year. The sufficiency of petitions shall be determined, and the election conducted by the State Conciliation Service.
- E. Local 998 shall make available to Unit employees required to pay a representation service fee under this section, at its expense, an escrow and administrative appeals procedure for challenging the amount of that fee in compliance with the requirements of applicable law.
- F. Local 998 agrees to fully indemnify the County and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken by or on behalf of the County under this section.

Sec. 3013 DRUG AND ALCOHOL TESTING: Local 998 and the County agree to implement the County of Ventura Drug and Alcohol Testing Policy with respect to transportation (i.e. safety sensitive) employees dated May 1, 1995.

Sec 3014 UNFAIR PRACTICES: The parties agree that Article 20, Sections 2014 and 2015 of the Ventura County Personnel Rules and Regulations shall be removed from the jurisdiction of the Civil Service Commission. Charges of unfair practices shall be submitted to advisory arbitration. The request for advisory arbitration shall be made in accordance with Section 3209. The cost of advisory arbitration shall be divided equally between Local 998 and the County.

ARTICLE 31
GRIEVANCE PROCEDURE

Sec. 3101 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 Memorandum of Agreement.
- B. The sections of the Personnel Rules and Regulations incorporated into this agreement as set forth herein.
- C. Existing written policies affecting an employee's terms and conditions of employment.
- D. Written reprimands which shall not be subject to the provisions of Article 21 of the Personnel Rules and Regulations nor reviewable under any administrative procedure other than this grievance procedure.

Sec. 3102 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 3101, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

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

Sec. 3103 PROCEDURE:

- 1. Informal Discussion

- A. Within twenty-one (21) calendar days from the date of the action causing the complaint, the grievant shall discuss his/her complaint in a meeting on County time with his/her immediate supervisor. In the case of a complaint of illegal discrimination, the employee may file a complaint in accordance with the procedures listed below. Employees may also file a complaint with the County's Equal Employment Opportunity Officer in County Human Resources. In either situation, informal discussion or illegal discrimination the grievant shall have the right to union representation.
- B. Within seven (7) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor:

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

3. Formal Complaint - Step 2, Division Head

- A. Within seven (7) calendar days from his/her receipt of the decision at Step 1, the employee may appeal to his/her

division head. The original copy of the grievance form shall be submitted.

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

4. Formal Complaint - Step 3, Agency/Department Head

- A. Within seven (7) calendar days from his/her receipt of the decision at Step 2, the employee may appeal to the agency/department head. The original copy of the grievance form, with the reasons in writing for his/her 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 agency/department head or his/her designated representative shall meet with the employee and they shall thoroughly discuss the grievance. The Department/Agency Head shall give his/her 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 Memorandum of Agreement or past practice within the department/agency, the written decision of the department/agency head shall be final as to the disposition of matters within his/her authority.

Sec. 3104 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by Local 998 by submitting a letter requesting that the grievance be submitted to arbitration to the Director-Human Resources within ten (10) calendar days after the Department/Agency Head renders a decision. Prior to submitting the matter to arbitration, the Director-Human Resources, or her designee, may meet with Local 998 in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the County Executive Officer (CEO) for his/her approval. The CEO shall advise the parties of his/her 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, Local 998 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 Local 998 and the Director-Human Resources or her designee.

- B. Within fifteen (15) calendar days of the receipt of notice of appeal to arbitration, the parties shall attempt to choose an arbitrator from those listed in Appendix B to this agreement to hear the matter. In the event the parties cannot mutually agree on an arbitrator within that time, the State Conciliation Service shall be immediately asked to provide the parties with 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 Agreement, but shall determine only whether or not there has been a violation of the agreement in respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the County, Local 998, and the employee affected, subject to judicial review.
- E. If either the County or Local 998 shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this agreement, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he shall refer the case back to the parties without a decision or recommendation on the merits.

F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 3105 MEDIATION: Prior to an arbitration hearing, Local 998 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 Local 998 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. 3106 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 Local 998 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. 3107 TIME OFF FOR GRIEVANCE RESOLUTION: An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by his/her appointing authority to process, prepare and resolve his/her grievance.

Sec. 3108 GRIEVANCES AND RULES OR MEMORANDA CHANGES: Grievances shall be arbitrated on the basis of the Rules, Memorandum, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.

ARTICLE 32 DISCIPLINARY ARBITRATION

Sec. 3201 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. 3202 WRITTEN ORDER FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, and DISMISSAL: The continuing employment of every regular employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, or demoted and suspended for cause as specified in Section 3203 by the appointing authority in the following manner:

- A. The appointing authority shall serve upon the employee a Notice of Proposed Disciplinary Action stating the nature of the proposed action and its effective date. Such Notice shall also set forth in writing the reasons for the proposed disciplinary action, a statement of the charges upon which the action is to be based, a notice to the employee that he has the right to review the materials being used against him, and a statement advising the employee that he has a right to respond to the charges. A duplicate of that Notice must be filed with the Director-Human Resources and Local 998.
- B. Within seven (7) calendar days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority in said Notice of Disciplinary Action, the employee may respond to the proposed action. Such response may be presented orally or in writing. The employee has a right to have a Local 998 representative if he so chooses.
- C. At the completion of the period provided in "B" above, the appointing authority shall review the employee's response, if any, and make a determination whether to cancel, amend, or sustain the proposed action. If the appointing authority decides to amend or sustain the proposed action, the employee will be served with Notice of Disciplinary Action again setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based.

The Notice of Disciplinary Action shall also advise the employee that the action being taken is final, and apprise him/her of his/her right to request that Local 998 submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that Notice must be filed with the Director-Human Resources and Local 998.

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. 3203 CAUSES FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL: In accordance with Section 1345.1.4.13.1 of the Ventura

County Ordinance Code, causes for disciplinary action are as follows: fraud in securing appointment, incompetency, inefficiency, inexcusable neglect of duty, physical or mental disability in accordance with Federal and State Law, insubordination, dishonesty, being under the influence of illegal drugs and/or alcohol while 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. 3204 DISCIPLINARY REDUCTION IN HOURLY RATE OF PAY: In accordance with the necessity for taking disciplinary action, the hourly rate of pay of a Local 998 represented employee may be reduced by either 2.5% or 5% for a period of time not to exceed 1,040 hours for any one offense.
- Sec. 3205 SUSPENSION WITHOUT PAY: Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no hourly rate of pay/salary shall be paid the suspended employee for the duration of his/her suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of vacation and sick leave accruals.
- Sec. 3206 DEMOTION: The employee may be demoted to a classification, which has a lower pay/salary range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to the hourly rate of pay/salary in the range of the position to which he has been demoted which is approximately 5% lower than the hourly rate of pay/salary he was receiving in the higher class. If the top step of the hourly rate of pay/salary in the range of the position to which he has been demoted is more than 5% lower than the hourly rate of pay/salary he was receiving in the higher class, the employee shall receive the top step of the hourly rate of pay/salary in the range of the position to which he has been demoted. An employee so demoted shall not have his/her merit qualifying hours needed reset.
- Sec. 3207 DISCIPLINARY ACTION IMPOSED DURING PROBATIONARY PERIOD: The appointing authority may dismiss, demote, suspend, demote and suspend, or impose any other disciplinary action on any probationary employee during the probationary period. Neither a probationary

employee nor Local 998 may request arbitration of any disciplinary action taken against an employee during his/her probationary period.

A promoted employee who is dismissed during his/her probationary period shall return to the position in which he held permanent status, if vacant, or any other vacant position in his/her former classification in the department/agency. If no such vacancy exists, every reasonable attempt will be made by the appointing authority to retain the employee in an underfill capacity. Only if there is no vacancy and the appointing authority is unable to make reasonable accommodation, the employee shall be placed on a reemployment list for two years for the position in which he held permanent status and shall be granted the first position that becomes available in his/her former classification in the Agency/Department in which he was employed. The above provisions shall not apply if the cause of the dismissal warrants dismissal from County service. If the cause for dismissal warrants dismissal from County service, the employee may request that Local 998 submit the matter to arbitration.

Sec. 3208 NON-DISCRIMINATION: Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, or functional limitation.

Sec. 3209 REQUEST FOR ARBITRATION: If an employee wishes to appeal a disciplinary action, he shall ask that the matter be submitted to arbitration by Local 998. If Local 998 concurs, it shall submit to the Director-Human Resources, in writing, within fourteen (14) calendar days of the employee's receipt of the Notice of Disciplinary Action, a request that the matter be submitted to arbitration. Upon receipt of Local 998 's request, the parties shall, within seven (7) calendar days, the parties shall attempt to choose an arbitrator from those listed in Appendix B to this agreement to hear the matter. In the event the parties cannot mutually agree on an arbitrator within that time, the State Conciliation Service shall be immediately asked to provide the parties with 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 remaining name shall be deemed to be the arbitrator for the instant appeal. 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.

Sec. 3210 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. 3211 SCOPE OF ARBITRATOR'S AUTHORITY: The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article or any other terms of this Agreement. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then he shall set aside the action taken by the appointing authority. If the Arbitrator finds that some or all of the charges are true, then he shall make a decision confirming or modifying the action of the appointing authority provided, however, that his/her authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 3202. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 3205, nothing shall preclude the Arbitrator from ordering the reinstatement of an employee with or without back pay. The decision of the Arbitrator shall be final and binding, subject to judicial review pursuant to Title 9 of Part 3 of the Code of Civil Procedure of the State of California, upon the employee, the County, and, if applicable, Local 998.

Sec. 3212 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. 3213 ARBITRABILITY: If either the County or Local 998 shall claim before the Arbitrator that a particular request for arbitration fails to meet time limits, or is in some other manner defective, and, thereby, fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such appeal fails to meet said test of arbitrability, he shall refer the case back to the parties without a decision or recommendation on its merits.

Sec. 3214 REPORT OF HEARING: The Arbitrator shall render his/her 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. 3215 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. 3216 APPLICATION FOR VACATION OF ORDER: The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of his/her order and shall designate the grounds upon which vacation is requested.

Should the Arbitrator grant a hearing on the application or motion, the Arbitrator shall, after review of the application or motion, specify the ground or grounds on which it is granted and his/her reason or reasons for granting the application or motion. At the hearing, the evidence introduced shall be limited to the ground or grounds upon which the hearing was granted. At the conclusion of the hearing, the Arbitrator shall either confirm his/her 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 33
ANNUAL LEAVE

Sec. 3301 APPLICABILITY: The provisions of this Article shall apply only to those SEIU-represented classes which participate in annual leave.

Sec. 3302 CONFLICTING ARTICLES INAPPLICABLE: Article 13 and Article 15 of this Memorandum of Agreement, both in whole or in part, except as otherwise provided herein, are not applicable to persons eligible for Annual Leave. Provisions of this Article are provided in lieu of the provisions of Article 13 and 15, except as provided in this Article.

Sec. 3303 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. 3304 ACCRUAL RATES: 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>Compensable Hours</u>	<u>Annual Leave Credit Earned per Hour</u>	<u>Annual Leave Accrual</u>
Less than 10,400 hours (Approximately less than 5 Years)	.0769	20 working days
10,400 but less than 22,880 hours (Approximately 5 years but less than 11Years)	.0962	25 working days
22,880 hours (Approximately 11 Years)	.1000	26 working days
24,960 hours (Approximately 12 Years)	.1038	27 working days
27,040 hours (Approximately 13 Years)	.1077	28 working days
29,120 hours (Approximately 14Years)	.1115	29 working days
31,200 or more (Approximately 15 or more Years)	.1154	30 working days

Annual leave is earned according to each biweekly pay period of service commencing with the hire date of his/her latest period of County employment.

- Sec. 3305 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 10 days of annual leave in each succeeding 26 pay periods of employment.
- Sec. 3306 ANNUAL LEAVE REDEMPTION: Upon using eighty (80) hours of annual leave during the preceding calendar year, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of accrued annual leave at his/her current base hourly rate of pay/salary rate. Such an employee must have a minimum of forty (40) hours of accrued annual leave after the payment. A request for payment in lieu of eighty (80) hours of annual leave accrual under this paragraph shall not be made more than once per calendar year. A request for payment in lieu of forty (40) hours of annual leave accrual shall not be made more than twice per calendar year provided, however, in no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) in any one calendar year.
- Sec. 3307 ADVANCED ANNUAL LEAVE CREDIT: New full-time employees shall receive 43.064 hours of advanced annual leave accruals as of the date of hire. Said annual leave advancement shall be balanced upon working of 560 hours of compensable hours of service or upon earlier separation.
- Sec. 3308 ANNUAL LEAVE USAGE:
- A. Each Department/Agency head shall be responsible for scheduling the annual leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and of the County service. The appointing authority shall determine when annual leave will be taken.
 - B. Employees claiming illness or injury as grounds for unscheduled usage of annual leave may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness. Any person absent from work shall notify his/her department or agency head on the first day of such leave and as often thereafter as directed by his/her agency or department head. The Director-Human Resources or the Department/Agency Head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.
 - C. An employee absent due to his/her illness or injury for more than 5 consecutive work days shall not be entitled to use annual leave for his/her absence on any day after the 5 days unless and until he presents to his/her appointing authority a certificate signed by

his/her physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of 5 consecutive work days due to illness or accident may, at the discretion of his/her appointing authority or the County Director-Human Resources be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at County expense.

- Sec. 3309 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. 3310 RATE OF PAY WHILE ON ANNUAL LEAVE: While on annual leave, employees shall be compensated at the same hourly rate of pay/salary rate they would have received if they had been on the job.
- Sec. 3311 ANNUAL LEAVE WHILE ON TEMPORARY DISABILITY LEAVE WITHOUT PAY: An employee who is on temporary disability leave of absence without pay as provided for in these Articles, shall accrue annual leave during the period he is on such temporary disability leave without pay.
- Sec. 3312 USE OF ANNUAL LEAVE WHEN PERMANENTLY INCAPACITATED: Annual leave shall not be used to continue the hourly rate of pay/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. 3313 LONG TERM DISABILITY PLAN:
- A. The County will provide a Long Term Disability Plan for full-time employees.
 - B. The Long Term Disability 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 hourly rate of

pay/salary to a \$2,100 maximum benefit subject to the terms and conditions of the Long Term Disability Plan.

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

Sec. 3314 COORDINATION WITH DISABILITY BENEFITS: Eligible employees, subsequent to exhausting all accumulated annual leave hours as per Section 1504(F), may use accrued annual leave hours in conjunction with either State Disability Insurance or the County Long Term Disability Plan in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he actually worked his/her normal schedule.

Sec. 3315 NURSING CARE COORDINATOR I AND II: The provisions of this Section apply only to Nursing Care Coordinators I and II.

A. Sick Leave:

1. Employees may continue to maintain their sick leave accrual banks in effect at the time of implementation of the annual leave program.
2. The provisions of Section 1508 of this Memorandum of Agreement are incorporated into this Article and subsection by reference.
3. Employees desiring unscheduled time off shall use accumulated sick leave prior to using annual leave.
4. Section 1504 of this Memorandum of Agreement is incorporated into the Article and subsection by reference.

B. Maximum Accrual: Employees shall not accumulate more than 600 hours of annual leave. It is the mutual responsibility of the employee and the department/agency head to insure that no employee shall exceed the maximum accrual.

Sec. 3316 PROFESSIONAL ENGINEERS: The provisions of this section apply only to employees in the Professional Engineers Unit.

COMPENSABLE <u>HOURS</u>	MAXIMUM	<u>ACCUMULATION</u>
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Less than 10,400 hours (Approximately less than 5 Years)	400 hours maximum
10,400 but less than 31,200 (Approximately 5 but less than 15 Years)	500 hours maximum
31,200 or more (Approximately more than 15 Years)	600 hours maximum

It is the mutual responsibility of the employee and the department/agency head to insure that no employee shall exceed said maximum accrual.

**ARTICLE 34
HUMAN SERVICES AGENCY WORKLOAD STANDARDS**

Sec. 3401 **PURPOSE:** It is the intent of this item to define equitable employee workload standards consistent with the primary responsibility of the Agency and the employees to provide public social services of the highest quality and efficiency to the people of Ventura County.

Sec. 3402 **DEFINITIONS:**

- A. Application - A written request for assistance which is assigned a case number.
- B. Caseload - Number of cases assigned individual, unit, district, or department.
- C. Cutoff - The last working day of the month.
- D. Function - A type of program for which a caseload standard is listed in Section 3405 below.
- E. Income Maintenance Case - Individuals or families assigned to separate category, case, and sub number.
- F. Referral - Individuals or families assigned a separate case number or sub number.
- G. Standard Caseload - Number of cases to be worked and completed within a time period by an employee to be considered an adequate performer.

Sec. 3403 **PROCEDURES:**

- A. Pro-rated Caseload - Each part-time worker shall carry sixty percent (60%) of a standard caseload.
- B. Vacancies, as they occur on existing caseloads, will be filled as soon as practicable.
- C. Workers assigned to non-case-carrying functions shall be excluded from calculations to determine the number of workers required to meet the caseload standards.
- D. Workers on vacation, sick leave, industrial leave, and temporary disability shall be counted as employees in determining the number of employees available for assignment to caseloads.
- E. The Human Services Agency (HSA) will provide Local 998 with statistical reports within fifteen (15) working days from the end of cutoff.

Sec. 3404 WORKLOAD DISTRIBUTION:

- A. Within the parameters of geographical location, aid categories, and case assignment procedures, HSA will endeavor to distribute the workload equitably among employees.
- B. The HSA shall maintain a pool of six (6) Human Services Officers positions.

Sec. 3405 CASELOAD MEASUREMENT:

A. Income Maintenance

Ongoing - The number of individuals or families assigned a separate category, case, or sub number.

Intake - The number of applications.

Combined Intake and Ongoing - The number of individuals or families assigned a separate category, case, and sub number, and the number of applicants.

B. Children's Protective Services

24 Hour Response/Investigation - The number of active referrals investigated during the month.

Court Intake - The number of referrals.

Supervision and Placement - The number of referrals.

C. Social Services - The number of referrals.

D. Separate Administrative Unit (SAU) - The number of referrals.
Employee time allocated to the presentation of job preparation and job search workshops shall be considered non-case-carrying time for the purpose of caseload calculations.

Sec. 3406 CASELOAD STANDARDS: Effective September 6, 1987, the following caseload standards and provisions shall be adopted for the functions discussed below:

- | | | |
|----|---------------------------------|--------------|
| A. | District Services: | |
| | IHSS | 150 cases |
| | APS | 50 cases |
| B. | GAIN | 90 cases |
| C. | Children's Protective Services* | |
| | Emergency Response Investigator | 50 referrals |
| | Emergency Response Court Worker | 15 referrals |
| | Supervision & Placement** | 45 referrals |

* Cases assigned to CSSW IV's performing the lead worker function in each unit shall be assigned a case weight of 1.05% (5%). It will be the policy of the County to provide equitable distribution of caseloads within the unit. For purposes of this section only, case weighting will be rounded to the next highest whole number.

**The worker assigned to the Emergency Home Program shall receive a reduction of five (5) referrals.

The County agrees to implement the findings of the Children's Services workload study group effective March 1, 1994.

- | | | |
|----|---------------------|--------------------|
| D. | Licensing | 200 referrals |
| E. | Income Maintenance: | |
| | Intake - AFDC | 40 applications ** |
| | Medi-Cal | 55 applications |
| | Food Stamps | 82 applications |
| | General Relief | 50 applications |

AFDC FC

55 applications

On-Going - AFDC	145 cases ***
Medi-Cal	275 cases
Food Stamps	265 cases
General Relief	140 cases
AFDC FC	200 cases

** Each Homeless Assistance request for Intake shall be assigned a case weight of 2.0. Continuation of such weighting shall be dependent upon continued State and/or Federally mandated homeless requirements.

*** Each Homeless Assistance request for On-going shall be assigned a case weight of 4.0. Continuation of such weighting shall be dependent upon continued State and/or Federally mandated homeless requirements.

- F. Each Spanish and Vietnamese speaking case shall be assigned a case weight of 1.25. Where possible, non-English speaking cases shall be assigned to bilingual workers.
- G. Human Services Officers performing the lead worker function in each unit shall be assigned caseloads of 10% below standard.
- H. Each Homeless Assistance request shall be assigned a case weight for Intake of **2.0 and for On-going **4.0. Continuation of such weighting shall be dependent upon continued State and/or Federally mandated homeless requirements.
- * The worker assigned to the Emergency Home Program shall receive a reduction of five (5) referrals.

- Sec. 3407
- A. If at two (2) consecutive monthly cutoffs calculations indicate that the actual caseload Countywide in a particular function has increased a full standard caseload, the Agency will, within thirty (30) days after the second monthly cutoff, either:
 - 1. Fill an existing, funded allocation, or, if none,
 - 2. Will request additional funding and/or staff of the County Executive Office and the Board of Supervisors.

- B. No worker will be required to carry a caseload more than twenty percent (20%) in excess of standard caseload. When a caseload of a worker is in excess of such a maximum at cutoff, the County will adjust the worker's caseload within thirty (30) days.

It will be the policy of the County to provide for equitable distribution of caseload.

Sec. 3408 CHANGES IN WORKLOAD STANDARDS:

- A. Changes in workload standards are subject to meet and confer obligations established in the Government Code, Section 3500 et seq.
- B. In the event of changes in work requirements by governmental actions (including changes in County/Agency policy) which significantly affect workload, the County and Local 998 agree to meet and confer on the caseload standards for program areas directly affected within fourteen (14) calendar days of a written request by either party.
- C. The maintenance of the caseload standard as outlined in Section 3406 above will be subject to the amount of Federal and/or State funds allocated in the fiscal year at the usual levels and funding ratios, and in the event that Federal and/or State subventions are not available, and the Board of Supervisors after due consideration fails to appropriate additional funding, the caseload restrictions of Sections 3406 and 3407 shall be waived.

ARTICLE 35
FULL UNDERSTANDING, MODIFICATION WAIVER

- A. This Memorandum of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is the intent of the parties that this Memorandum of Agreement be administered in its entirety in good faith during its full term. It is recognized that during such term, it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify Local 998 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 Local 998 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 Local 998 of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

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

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

ARTICLE 36 AUTHORIZED AGENTS

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

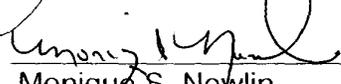
- A. Management's principal authorized agent shall be the Chief Deputy Executive Officer or his/her duly authorized representative.
- B. Local 998 's principal authorized agent shall be the President or his/her duly authorized representative.

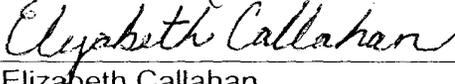
ARTICLE 37
PROVISIONS OF LAW

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

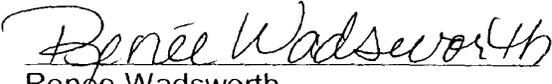
COUNTY OF VENTURA


John K. Nicoll, Chief Negotiator


Monique S. Nowlin

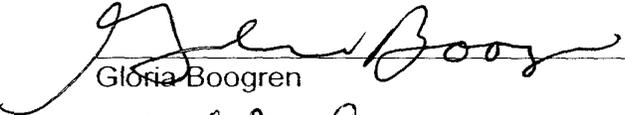

Elizabeth Callahan

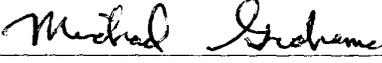

Rodney C. Broschinsky

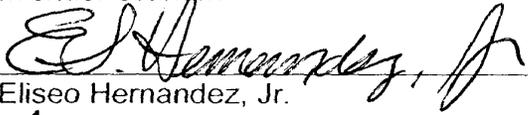

Renee Wadsworth

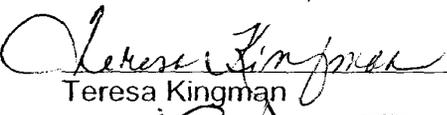
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 998

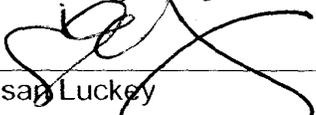

David Kramer, Local 998 Trustee


Gloria Boogren

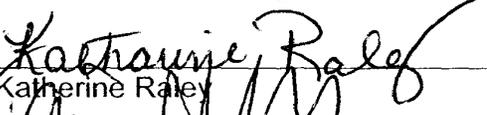

Michael Graham

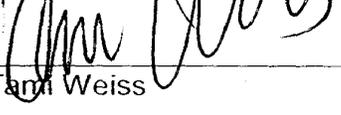

Eliseo Hernandez, Jr.

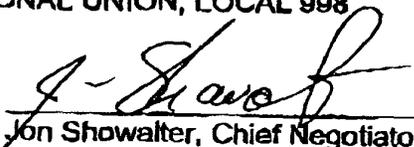

Teresa Kingman


Susan Luckey

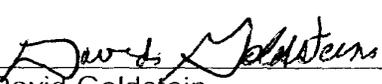

Melissa Nahrstedt

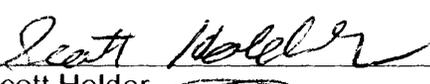

Katherine Raley

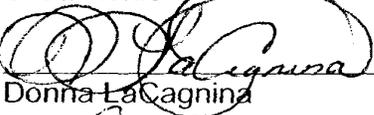

Tami Weiss

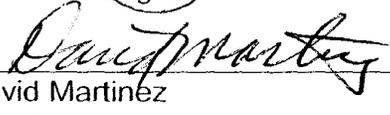

Jon Showalter, Chief Negotiator


Kevin Chrisman

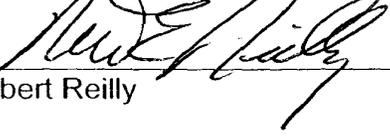

David Goldstein


Scott Holder


Donna LaCagnina


David Martinez


Amber Pownall


Robert Reilly

Signed this 23rd day of ~~July~~ September 2005 at Ventura, California.

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APPENDIX A

MARKET BASED ADJUSTMENT SCHEDULE BY CLASSIFICATION

Attached is the listing of Market Based adjustments for all SEIU represented classifications for the 2005-2007 agreement.

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
01675	Account Executive I	400	3.36%	\$23.132899	0.84%	\$23.327215	0.84%	\$23.521532	0.84%	\$23.719113
01683	Account Executive II	400	3.36%	\$24.854673	0.84%	\$25.063452	0.84%	\$25.272232	0.84%	\$25.484518
01688	Account Executive III	400	3.36%	\$26.723350	0.84%	\$26.947826	0.84%	\$27.172302	0.84%	\$27.400550
02079	Accounting Officer I	60	0.00%	\$23.622793	0.00%	\$23.622793	0.00%	\$23.622793	0.00%	\$23.622793
02078	Accounting Officer II	60	0.00%	\$26.597948	0.00%	\$26.597948	0.00%	\$26.597948	0.00%	\$26.597948
02077	Accounting Officer III	60	0.00%	\$29.743181	0.00%	\$29.743181	0.00%	\$29.743181	0.00%	\$29.743181
02076	Accounting Officer IV	60	0.00%	\$31.974033	0.00%	\$31.974033	0.00%	\$31.974033	0.00%	\$31.974033
00020	Administrative Aide	83	3.11%	\$19.370695	0.78%	\$19.521302	0.78%	\$19.671909	0.78%	\$19.824858
00030	Administrative Assistant I	83	3.11%	\$24.139724	0.78%	\$24.327410	0.78%	\$24.515097	0.78%	\$24.705702
00031	Administrative Assistant II	83	3.11%	\$26.603870	0.78%	\$26.810715	0.78%	\$27.017560	0.78%	\$27.227622
01611	Administrative Assistant III	83	3.11%	\$29.263845	0.78%	\$29.491371	0.78%	\$29.718898	0.78%	\$29.949962
01491	Administrative Assistant II-NE	83	3.11%	\$26.603870	0.78%	\$26.810715	0.78%	\$27.017560	0.78%	\$27.227622
01490	Administrative Assistant I-NE	83	3.11%	\$24.139729	0.78%	\$24.327415	0.78%	\$24.515102	0.78%	\$24.705707
01615	Administrative Assistant IV	83	3.11%	\$32.191878	0.78%	\$32.442170	0.78%	\$32.692462	0.78%	\$32.946646
01725	Adult Prtv Svcs Social Wkr I	400	3.36%	\$24.303108	0.84%	\$24.507254	0.84%	\$24.711400	0.84%	\$24.918976
01724	Adult Prtv Svcs Social Wkr II	400	3.36%	\$26.308389	0.84%	\$26.529379	0.84%	\$26.750370	0.84%	\$26.975073
01723	Adult Prtv Svcs Social Wkr III	400	3.36%	\$28.169599	0.84%	\$28.406224	0.84%	\$28.642848	0.84%	\$28.883448
01722	Adult Prtv Svcs Social Wkr IV	400	3.36%	\$30.277236	0.84%	\$30.531565	0.84%	\$30.785894	0.84%	\$31.044495
01721	Adult Svcs Regional Coord	400	3.36%	\$31.760951	0.84%	\$32.027743	0.84%	\$32.294535	0.84%	\$32.565809
00052	Agriculture Inspector I	100	1.08%	\$18.171775	0.27%	\$18.220839	0.27%	\$18.269903	0.27%	\$18.319231
00053	Agriculture Inspector II	100	1.08%	\$18.526486	0.27%	\$18.576508	0.27%	\$18.626529	0.27%	\$18.676821
00054	Agriculture Inspector III	100	1.08%	\$19.506789	0.27%	\$19.559457	0.27%	\$19.612126	0.27%	\$19.665078
00055	Agriculture Inspector IV	100	1.08%	\$19.011998	0.27%	\$19.063330	0.27%	\$19.114663	0.27%	\$19.166272
00051	Agriculture Inspector Trainee	100	1.08%	\$15.602059	0.27%	\$15.644185	0.27%	\$15.686310	0.27%	\$15.728663
01473	Alcohol/Drug Treatment Spe I	400	3.36%	\$16.795695	0.84%	\$16.936779	0.84%	\$17.077863	0.84%	\$17.221317
01474	Alcohol/Drug Treatment Spe II	400	3.36%	\$20.201009	0.84%	\$20.370697	0.84%	\$20.540386	0.84%	\$20.712925

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
01476	Alcohol/Drug Treatment Spe III	400	3.36%	\$24.401606	0.84%	\$24.606579	0.84%	\$24.811553	0.84%	\$25.019970
00069	Animal Control Officer I	505	5.44%	\$15.857756	1.36%	\$16.073421	1.36%	\$16.289087	1.36%	\$16.510619
00070	Animal Control Officer II	505	5.44%	\$17.812439	1.36%	\$18.054688	1.36%	\$18.296937	1.36%	\$18.545776
00953	Animal Control Officer III	505	5.44%	\$19.136504	1.36%	\$19.396760	1.36%	\$19.657017	1.36%	\$19.924352
00212	Animal Health Technician	505	5.44%	\$20.490696	1.36%	\$20.769369	1.36%	\$21.048043	1.36%	\$21.334296
09130	APCD AQ Chemist I	173	13.88%	\$28.951369	3.47%	\$29.955982	3.47%	\$30.960594	3.47%	\$32.034927
09131	APCD AQ Chemist II	173	13.88%	\$32.954850	3.47%	\$34.098383	3.47%	\$35.241917	3.47%	\$36.464811
09120	APCD AQ Eng I	171	10.17%	\$30.350881	2.54%	\$31.122552	2.54%	\$31.894223	2.54%	\$32.705134
09121	APCD AQ Eng II	171	10.17%	\$34.813485	2.54%	\$35.698618	2.54%	\$36.583751	2.54%	\$37.513893
09170	APCD AQ Inst Tech I	173	13.88%	\$25.141528	3.47%	\$26.013939	3.47%	\$26.886350	3.47%	\$27.819306
09171	APCD AQ Inst Tech II	173	13.88%	\$27.638124	3.47%	\$28.597167	3.47%	\$29.556210	3.47%	\$30.581810
09172	APCD AQ Inst Tech III	173	13.88%	\$29.673919	3.47%	\$30.703604	3.47%	\$31.733289	3.47%	\$32.834434
09150	APCD AQ Meteorologist I	173	13.88%	\$28.322044	3.47%	\$29.304819	3.47%	\$30.287594	3.47%	\$31.338573
09151	APCD AQ Meteorologist II	173	13.88%	\$31.104846	3.47%	\$32.184184	3.47%	\$33.263522	3.47%	\$34.417767
09140	APCD AQ Spec I	173	13.88%	\$28.954330	3.47%	\$29.959045	3.47%	\$30.963761	3.47%	\$32.038203
09141	APCD AQ Spec II	173	13.88%	\$32.965536	3.47%	\$34.109440	3.47%	\$35.253344	3.47%	\$36.476635
09175	APCD AQ Tech I	173	13.88%	\$20.768281	3.47%	\$21.488940	3.47%	\$22.209600	3.47%	\$22.980273
09176	APCD AQ Tech II	173	13.88%	\$22.250966	3.47%	\$23.023075	3.47%	\$23.795183	3.47%	\$24.620876
09190	APCD Fiscal Asst I	60	0.00%	\$13.852470	0.00%	\$13.852470	0.00%	\$13.852470	0.00%	\$13.852470
09191	APCD Fiscal Asst II	60	0.00%	\$15.629096	0.00%	\$15.629096	0.00%	\$15.629096	0.00%	\$15.629096
09192	APCD Fiscal Asst III	60	0.00%	\$17.627935	0.00%	\$17.627935	0.00%	\$17.627935	0.00%	\$17.627935
01184	APCD Fiscal Asst IV	60	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755
01186	APCD Fiscal Technician I	60	0.00%	\$20.885568	0.00%	\$20.885568	0.00%	\$20.885568	0.00%	\$20.885568
01187	APCD Fiscal Technician II	60	0.00%	\$22.455288	0.00%	\$22.455288	0.00%	\$22.455288	0.00%	\$22.455288
09185	APCD Management Asst I	522	8.58%	\$16.798785	2.15%	\$17.159119	2.15%	\$17.519453	2.15%	\$17.895245
09186	APCD Management Asst II	522	8.58%	\$18.960755	2.15%	\$19.367463	2.15%	\$19.774171	2.15%	\$20.198327

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
09187	APCD Management Asst III	522	8.58%	\$20.382031	2.15%	\$20.819226	2.15%	\$21.256420	2.15%	\$21.712370
09193	APCD Office Assistant I	522	8.58%	\$13.200995	2.15%	\$13.484156	2.15%	\$13.767318	2.15%	\$14.062627
09194	APCD Office Assistant II	522	8.58%	\$14.533691	2.15%	\$14.845439	2.15%	\$15.157186	2.15%	\$15.482308
09195	APCD Office Assistant III	522	8.58%	\$16.798785	2.15%	\$17.159119	2.15%	\$17.519453	2.15%	\$17.895245
01182	APCD Office Assistant IV	522	8.58%	\$18.057703	2.15%	\$18.445041	2.15%	\$18.832378	2.15%	\$19.236333
09180	APCD Office Systems Coord I	142	11.09%	\$24.258560	2.77%	\$24.931129	2.77%	\$25.603697	2.77%	\$26.313560
09181	APCD Office Systems Coord II	142	11.09%	\$26.647006	2.77%	\$27.385794	2.77%	\$28.124582	2.77%	\$28.904337
09182	APCD Office Systems Coord III	142	11.09%	\$31.110249	2.77%	\$31.972781	2.77%	\$32.835312	2.77%	\$33.745671
09183	APCD Office Systems Coord IV	142	11.09%	\$31.110249	2.77%	\$31.972781	2.77%	\$32.835312	2.77%	\$33.745671
09111	APCD Public Info Specialist	173	13.88%	\$32.973648	3.47%	\$34.117834	3.47%	\$35.262019	3.47%	\$36.485611
09132	APCD Supervising AQ Chemist	173	13.88%	\$35.393504	3.47%	\$36.621659	3.47%	\$37.849813	3.47%	\$39.163202
09122	APCD Supervising AQ Engineer	171	10.17%	\$37.350633	2.54%	\$38.300273	2.54%	\$39.249913	2.54%	\$40.247842
09173	APCD Supervising AQ Inst Tech	173	13.88%	\$32.957816	3.47%	\$34.101452	3.47%	\$35.245088	3.47%	\$36.468093
09152	APCD Supervising AQ Meteorlgst	173	13.88%	\$33.428011	3.47%	\$34.587963	3.47%	\$35.747915	3.47%	\$36.988368
09142	APCD Supervising AQ Specialist	173	13.88%	\$35.407924	3.47%	\$36.636579	3.47%	\$37.865234	3.47%	\$39.179158
01747	Applications Architect/Suprvsr	141	10.93%	\$39.827401	2.73%	\$40.915685	2.73%	\$42.003968	2.73%	\$43.151727
00076	Appraiser Analyst I	121	1.71%	\$23.865486	0.43%	\$23.967511	0.43%	\$24.069536	0.43%	\$24.172433
00961	Appraiser Analyst II	121	1.71%	\$27.836136	0.43%	\$27.955135	0.43%	\$28.074135	0.43%	\$28.194152
00962	Appraiser Analyst III	121	1.71%	\$30.323071	0.43%	\$30.452702	0.43%	\$30.582333	0.43%	\$30.713073
00963	Appraiser I	121	1.71%	\$23.865491	0.43%	\$23.967516	0.43%	\$24.069541	0.43%	\$24.172438
00964	Appraiser II	121	1.71%	\$27.836141	0.43%	\$27.955141	0.43%	\$28.074140	0.43%	\$28.194157
00965	Appraiser III	121	1.71%	\$31.080899	0.43%	\$31.213770	0.43%	\$31.346641	0.43%	\$31.480648
00080	Appraiser Trainee	121	1.71%	\$21.970000	0.43%	\$22.063922	0.43%	\$22.157844	0.43%	\$22.252568
00973	Assessor's Technician I	121	1.71%	\$17.884405	0.43%	\$17.960861	0.43%	\$18.037317	0.43%	\$18.114426
00974	Assessor's Technician II	121	1.71%	\$19.977365	0.43%	\$20.062768	0.43%	\$20.148171	0.43%	\$20.234305
00975	Assessor's Technician III	121	1.71%	\$21.851841	0.43%	\$21.945258	0.43%	\$22.038674	0.43%	\$22.132890

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01257	Assist Chief/Technologist	200A	12.22%	\$29.587141	3.06%	\$30.491028	3.06%	\$31.394915	3.06%	\$32.354030
00163	Assist Food Services Sprvsr	620	3.30%	\$19.836513	0.83%	\$20.000164	0.83%	\$20.163815	0.83%	\$20.330167
00966	Auditor-Appraiser I	121	1.71%	\$23.865234	0.43%	\$23.967258	0.43%	\$24.069282	0.43%	\$24.172178
00967	Auditor-Appraiser II	121	1.71%	\$27.836141	0.43%	\$27.955141	0.43%	\$28.074140	0.43%	\$28.194157
00968	Auditor-Appraiser III	121	1.71%	\$31.080899	0.43%	\$31.213770	0.43%	\$31.346641	0.43%	\$31.480648
00978	Auditor-Appraiser Trainee	121	1.71%	\$21.970000	0.43%	\$22.063922	0.43%	\$22.157844	0.43%	\$22.252568
00253	Auto Service Worker	671	4.76%	\$15.010448	1.19%	\$15.189072	1.19%	\$15.367697	1.19%	\$15.550572
00266	Building Equip Utility Worker	671	4.76%	\$14.431979	1.19%	\$14.603720	1.19%	\$14.775460	1.19%	\$14.951288
01130	Building Inspector I	691	5.86%	\$25.785411	1.47%	\$26.163167	1.47%	\$26.540924	1.47%	\$26.929748
01131	Building Inspector II	691	5.86%	\$27.079606	1.47%	\$27.476322	1.47%	\$27.873038	1.47%	\$28.281378
01132	Building Inspector III	691	5.86%	\$28.418215	1.47%	\$28.834542	1.47%	\$29.250869	1.47%	\$29.679394
01133	Building Inspector IV	691	5.86%	\$30.103171	1.47%	\$30.544182	1.47%	\$30.985194	1.47%	\$31.439127
00290	Buyer	84	2.23%	\$24.253153	0.56%	\$24.388364	0.56%	\$24.523576	0.56%	\$24.660295
00710	Cadastral Technician I	900	0.47%	\$19.101484	0.12%	\$19.123928	0.12%	\$19.146372	0.12%	\$19.168869
00714	Cadastral Technician II	900	0.47%	\$23.258173	0.12%	\$23.285501	0.12%	\$23.312830	0.12%	\$23.340222
00028	Cadastral Technician III	900	0.47%	\$24.804203	0.12%	\$24.833348	0.12%	\$24.862493	0.12%	\$24.891706
00029	Cadastral Technician IV	900	0.47%	\$29.625375	0.12%	\$29.660185	0.12%	\$29.694995	0.12%	\$29.729886
00709	Cadastral Technician Trainee	900	0.47%	\$16.474850	0.12%	\$16.494208	0.12%	\$16.513566	0.12%	\$16.532969
01913	Career Services Specialist I	523	0.00%	\$19.310955	0.00%	\$19.310955	0.00%	\$19.310955	0.00%	\$19.310955
01914	Career Services Specialist II	523	0.00%	\$21.193795	0.00%	\$21.193795	0.00%	\$21.193795	0.00%	\$21.193795
01915	Career Services Specialist III	400	3.36%	\$24.854673	0.84%	\$25.063452	0.84%	\$25.272232	0.84%	\$25.484518
01899	Career Services Specialist IV	400	3.36%	\$26.723350	0.84%	\$26.947826	0.84%	\$27.172302	0.84%	\$27.400550
01909	Career Services Sprvsr I	523	0.00%	\$24.483358	0.00%	\$24.483358	0.00%	\$24.483358	0.00%	\$24.483358
01910	Career Services Sprvsr II	400	3.36%	\$31.215953	0.84%	\$31.478167	0.84%	\$31.740381	0.84%	\$32.007000
00626	Certified Biomed Equip Tech	141	10.93%	\$26.733269	2.73%	\$27.463756	2.73%	\$28.194242	2.73%	\$28.964650
00827	Certified Occupation Ther Asst	701	13.38%	\$19.896639	3.35%	\$20.562182	3.35%	\$21.227724	3.35%	\$21.937792

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00159	Certified Phlebotomy Tech I	700	0.00%	\$17.500000	0.00%	\$17.500000	0.00%	\$17.500000	0.00%	\$17.500000
00160	Certified Phlebotomy Tech II	700	0.00%	\$18.390000	0.00%	\$18.390000	0.00%	\$18.390000	0.00%	\$18.390000
00161	Certified Phlebotomy Tech III	700	0.00%	\$19.310000	0.00%	\$19.310000	0.00%	\$19.310000	0.00%	\$19.310000
00011	Child Spprt Svcs Mgmt Asst I	522	8.58%	\$18.352674	2.15%	\$18.746339	2.15%	\$19.140004	2.15%	\$19.550557
00012	Child Spprt Svcs Mgmt Asst II	522	8.58%	\$20.692185	2.15%	\$21.136032	2.15%	\$21.579880	2.15%	\$22.042768
00013	Child Spprt Svcs Mgmt Asst III	522	8.58%	\$22.255859	2.15%	\$22.733247	2.15%	\$23.210635	2.15%	\$23.708503
00014	Child Spprt Svcs Mgmt Asst IV	522	8.58%	\$23.907330	2.15%	\$24.420142	2.15%	\$24.932954	2.15%	\$25.467766
00061	Child Spprt Svcs Specialst I	710	1.59%	\$19.310955	0.40%	\$19.387716	0.40%	\$19.464477	0.40%	\$19.541848
00062	Child Spprt Svcs Specialst II	710	1.59%	\$21.193795	0.40%	\$21.278040	0.40%	\$21.362286	0.40%	\$21.447201
00063	Child Spprt Svcs Specialst III	710	1.59%	\$22.770983	0.40%	\$22.861498	0.40%	\$22.952012	0.40%	\$23.043247
00064	Child Spprt Svcs Specialst IV	710	1.59%	\$24.483358	0.40%	\$24.580679	0.40%	\$24.678001	0.40%	\$24.776096
00635	Child Support Dist Spec I	60	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755
00634	Child Support Dist Spec II	60	0.00%	\$20.885568	0.00%	\$20.885568	0.00%	\$20.885568	0.00%	\$20.885568
00633	Child Support Dist Spec III	60	0.00%	\$22.455288	0.00%	\$22.455288	0.00%	\$22.455288	0.00%	\$22.455288
00632	Child Support Dist Spec IV	60	0.00%	\$23.622793	0.00%	\$23.622793	0.00%	\$23.622793	0.00%	\$23.622793
00691	Children's Service Soc Wkr I	400	3.36%	\$24.303108	0.84%	\$24.507254	0.84%	\$24.711400	0.84%	\$24.918976
00692	Children's Service Soc Wkr II	400	3.36%	\$26.308389	0.84%	\$26.529379	0.84%	\$26.750370	0.84%	\$26.975073
00697	Children's Service Soc Wkr III	400	3.36%	\$28.169599	0.84%	\$28.406224	0.84%	\$28.642848	0.84%	\$28.883448
01737	Children's Service Soc Wkr IV	400	3.36%	\$30.277236	0.84%	\$30.531565	0.84%	\$30.785894	0.84%	\$31.044495
01771	City Librarian	240	0.00%	\$30.576199	0.00%	\$30.576199	0.00%	\$30.576199	0.00%	\$30.576199
01269	Clerical Supervisor I	522	8.58%	\$19.420011	2.15%	\$19.836570	2.15%	\$20.253129	2.15%	\$20.687559
01270	Clerical Supervisor II	522	8.58%	\$21.388980	2.15%	\$21.847774	2.15%	\$22.306567	2.15%	\$22.785043
01271	Clerical Supervisor III	522	8.58%	\$23.569490	2.15%	\$24.075056	2.15%	\$24.580621	2.15%	\$25.107875
01273	Clerical Trainee	522	8.58%	\$11.690891	2.15%	\$11.941661	2.15%	\$12.192430	2.15%	\$12.453958
00201	Clerk/Recorder Prgrm Sprvsr I	83	3.11%	\$21.930000	0.78%	\$22.100506	0.78%	\$22.271012	0.78%	\$22.444169
00202	Clerk/Recorder Prgrm Sprvsr II	83	3.11%	\$24.910000	0.78%	\$25.103675	0.78%	\$25.297351	0.78%	\$25.494037

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01553	Client LAN Administrator	142	11.09%	\$25.717431	2.77%	\$26.430447	2.77%	\$27.143463	2.77%	\$27.896015
01861	Client LAN Administrator II	142	11.09%	\$31.110254	2.77%	\$31.972786	2.77%	\$32.835318	2.77%	\$33.745677
01440	Clinical Assistant I	701	13.38%	\$13.749089	3.35%	\$14.208996	3.35%	\$14.668903	3.35%	\$15.159578
01441	Clinical Assistant II	701	13.38%	\$15.145511	3.35%	\$15.652128	3.35%	\$16.158746	3.35%	\$16.699256
01631	Clinical Coord	281	5.07%	\$32.761210	1.27%	\$33.176458	1.27%	\$33.591707	1.27%	\$34.017482
00093	Clinical Coord-Beh Health	281	5.07%	\$31.485941	1.27%	\$31.885025	1.27%	\$32.284110	1.27%	\$32.693311
00828	Clinical Coord-Mtnl Child Hlth	281	5.07%	\$31.485941	1.27%	\$31.885025	1.27%	\$32.284110	1.27%	\$32.693311
01748	Clinical Coord-Surgical Svcs	281	5.07%	\$32.761081	1.27%	\$33.176328	1.27%	\$33.591574	1.27%	\$34.017348
00164	Clinical Lab Scientist I	200	7.03%	\$24.744081	1.76%	\$25.178958	1.76%	\$25.613835	1.76%	\$26.063999
00165	Clinical Lab Scientist II	200	7.03%	\$29.319208	1.76%	\$29.834493	1.76%	\$30.349778	1.76%	\$30.883176
00166	Clinical Lab Scientist III	200	7.03%	\$31.098924	1.76%	\$31.645488	1.76%	\$32.192051	1.76%	\$32.757826
02044	Clinical Lab Scientist-LB I	n/a	0.00%	\$25.132773	0.00%	\$25.132773	0.00%	\$25.132773	0.00%	\$25.132773
02045	Clinical Lab Scientist-LB II	n/a	0.00%	\$29.503578	0.00%	\$29.503578	0.00%	\$29.503578	0.00%	\$29.503578
02046	Clinical Lab Scientist-LB III	n/a	0.00%	\$32.781810	0.00%	\$32.781810	0.00%	\$32.781810	0.00%	\$32.781810
02047	Clinical Lab Scientist-LB IV	n/a	0.00%	\$36.060043	0.00%	\$36.060043	0.00%	\$36.060043	0.00%	\$36.060043
00103	Coder-Certified	522	8.58%	\$35.425048	2.15%	\$36.184915	2.15%	\$36.944783	2.15%	\$37.737248
01274	Collections Officer I	60	0.00%	\$15.999248	0.00%	\$15.999248	0.00%	\$15.999248	0.00%	\$15.999248
01275	Collections Officer II	60	0.00%	\$18.501509	0.00%	\$18.501509	0.00%	\$18.501509	0.00%	\$18.501509
01276	Collections Officer III	60	0.00%	\$19.420011	0.00%	\$19.420011	0.00%	\$19.420011	0.00%	\$19.420011
01277	Communications Operator I	524	6.06%	\$14.290993	1.52%	\$14.507502	1.52%	\$14.724010	1.52%	\$14.947079
01278	Communications Operator II	524	6.06%	\$16.121436	1.52%	\$16.365676	1.52%	\$16.609916	1.52%	\$16.861556
01279	Communications Operator III	524	6.06%	\$19.340701	1.52%	\$19.633713	1.52%	\$19.926724	1.52%	\$20.228614
01283	Communications Operator IV	524	6.06%	\$19.630389	1.52%	\$19.927789	1.52%	\$20.225190	1.52%	\$20.531601
01719	Community Health Worker	523	0.00%	\$20.197146	0.00%	\$20.197146	0.00%	\$20.197146	0.00%	\$20.197146
00406	Community Services Coord	400	3.36%	\$27.211441	0.84%	\$27.440017	0.84%	\$27.668593	0.84%	\$27.901009
01156	Community Services Worker I	523	0.00%	\$12.337855	0.00%	\$12.337855	0.00%	\$12.337855	0.00%	\$12.337855

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
01157	Community Services Worker II	523	0.00%	\$15.282110	0.00%	\$15.282110	0.00%	\$15.282110	0.00%	\$15.282110
01158	Community Services Worker III	523	0.00%	\$16.830200	0.00%	\$16.830200	0.00%	\$16.830200	0.00%	\$16.830200
00336	Computer Aided Mapping Analyst	900	0.47%	\$32.576459	0.12%	\$32.614736	0.12%	\$32.653014	0.12%	\$32.691381
00342	Computer Aided Mappng Tech I	900	0.47%	\$22.127366	0.12%	\$22.153366	0.12%	\$22.179365	0.12%	\$22.205426
00346	Computer Aided Mappng Tech II	900	0.47%	\$23.740346	0.12%	\$23.768241	0.12%	\$23.796136	0.12%	\$23.824096
00350	Computer Aided Mappng Tech III	900	0.47%	\$25.269896	0.12%	\$25.299588	0.12%	\$25.329280	0.12%	\$25.359042
00351	Computer Aided Mappng Tech IV	900	0.47%	\$27.497786	0.12%	\$27.530096	0.12%	\$27.562406	0.12%	\$27.594792
00415	Computer Operator	581	7.75%	\$19.282764	1.94%	\$19.656368	1.94%	\$20.029971	1.94%	\$20.418052
01046	Consumer Mediator	83	3.11%	\$18.101096	0.78%	\$18.241832	0.78%	\$18.382568	0.78%	\$18.525493
00435	Cook	620	3.30%	\$14.798010	0.83%	\$14.920094	0.83%	\$15.042177	0.83%	\$15.166275
01284	Courier I	522	8.58%	\$13.852470	2.15%	\$14.149605	2.15%	\$14.446741	2.15%	\$14.756624
01285	Courier II	522	8.58%	\$14.533691	2.15%	\$14.845439	2.15%	\$15.157186	2.15%	\$15.482308
01286	Courier III	522	8.58%	\$15.629096	2.15%	\$15.964340	2.15%	\$16.299584	2.15%	\$16.649210
01689	Crime Analyst I	180	0.00%	\$27.461479	0.00%	\$27.461479	0.00%	\$27.461479	0.00%	\$27.461479
01690	Crime Analyst II	180	0.00%	\$31.645596	0.00%	\$31.645596	0.00%	\$31.645596	0.00%	\$31.645596
01974	Custodial Services Worker-CW	671	4.76%	\$10.260994	1.19%	\$10.383100	1.19%	\$10.505206	1.19%	\$10.630218
00481	Custodian I	671	4.76%	\$9.692949	1.19%	\$9.808295	1.19%	\$9.923641	1.19%	\$10.041733
00482	Custodian II	671	4.76%	\$14.249020	1.19%	\$14.418583	1.19%	\$14.588147	1.19%	\$14.761746
00485	Custodian III	671	4.76%	\$14.995255	1.19%	\$15.173699	1.19%	\$15.352142	1.19%	\$15.534833
00503	Custody Records Technician I	640	12.25%	\$14.672999	3.06%	\$15.122360	3.06%	\$15.571720	3.06%	\$16.048604
00504	Custody Records Technician II	640	12.25%	\$16.560989	3.06%	\$17.068169	3.06%	\$17.575350	3.06%	\$18.113595
00491	Data Entry Operator I	522	8.58%	\$13.263186	2.15%	\$13.547681	2.15%	\$13.832177	2.15%	\$14.128877
00492	Data Entry Operator II	522	8.58%	\$14.826850	2.15%	\$15.144886	2.15%	\$15.462922	2.15%	\$15.794602
00493	Data Entry Operator III	522	8.58%	\$15.873979	2.15%	\$16.214476	2.15%	\$16.554973	2.15%	\$16.910077
01550	Data Systems Analyst	141	10.93%	\$34.487366	2.73%	\$35.429733	2.73%	\$36.372101	2.73%	\$37.365968
01868	Data Systems Architect	141	10.93%	\$39.827401	2.73%	\$40.915685	2.73%	\$42.003968	2.73%	\$43.151727

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
01551	Data Systems Specialist	141	10.93%	\$29.802278	2.73%	\$30.616625	2.73%	\$31.430972	2.73%	\$32.289824
00120	Data Technician I	581	7.75%	\$11.810495	1.94%	\$12.039323	1.94%	\$12.268152	1.94%	\$12.505847
00121	Data Technician II	581	7.75%	\$14.432236	1.94%	\$14.711861	1.94%	\$14.991485	1.94%	\$15.281945
00495	Data Technician III	581	7.75%	\$15.841658	1.94%	\$16.148590	1.94%	\$16.455522	1.94%	\$16.774348
01007	Data Technician IV	581	7.75%	\$16.842303	1.94%	\$17.168623	1.94%	\$17.494942	1.94%	\$17.833907
00549	Deputy Public Administrator	400	3.36%	\$22.867803	0.84%	\$23.059893	0.84%	\$23.251982	0.84%	\$23.447299
00548	Deputy Public Guardian-Consvtr	400	3.36%	\$22.867803	0.84%	\$23.059893	0.84%	\$23.251982	0.84%	\$23.447299
00427	Diagnostic Services Supervisor	701	13.38%	\$16.192888	3.35%	\$16.734540	3.35%	\$17.276192	3.35%	\$17.854081
00426	Diagnostic Technician	701	13.38%	\$15.439700	3.35%	\$15.956158	3.35%	\$16.472616	3.35%	\$17.023625
00555	Dietary Aide	620	3.30%	\$14.091945	0.83%	\$14.208204	0.83%	\$14.324462	0.83%	\$14.442639
00949	Drafting Services Supervisor	900	0.47%	\$30.273894	0.12%	\$30.309466	0.12%	\$30.345038	0.12%	\$30.380693
00952	Drafting Technician I	900	0.47%	\$21.662064	0.12%	\$21.687517	0.12%	\$21.712970	0.12%	\$21.738483
00951	Drafting Technician II	900	0.47%	\$23.258173	0.12%	\$23.285501	0.12%	\$23.312830	0.12%	\$23.340222
00950	Drafting Technician III	900	0.47%	\$24.787341	0.12%	\$24.816466	0.12%	\$24.845591	0.12%	\$24.874785
00661	Elections Worker I	522	8.58%	\$9.772516	2.15%	\$9.982136	2.15%	\$10.191757	2.15%	\$10.410370
00662	Elections Worker II	522	8.58%	\$10.087048	2.15%	\$10.303415	2.15%	\$10.519782	2.15%	\$10.745432
01960	Emergency Dispatch Sys Coord	524	6.06%	\$26.023723	1.52%	\$26.417982	1.52%	\$26.812242	1.52%	\$27.218447
01259	Emp & Training Specialist I	400	3.36%	\$21.077796	0.84%	\$21.254849	0.84%	\$21.431903	0.84%	\$21.611931
01260	Emp & Training Specialist II	400	3.36%	\$23.132904	0.84%	\$23.327220	0.84%	\$23.521537	0.84%	\$23.719118
01636	Emp & Training Specialist III	400	3.36%	\$24.854673	0.84%	\$25.063452	0.84%	\$25.272232	0.84%	\$25.484518
01637	Emp & Training Specialist IV	400	3.36%	\$26.723350	0.84%	\$26.947826	0.84%	\$27.172302	0.84%	\$27.400550
01606	Energy Engineer	170	5.89%	\$36.453374	1.47%	\$36.990150	1.47%	\$37.526926	1.47%	\$38.079510
00693	Engineer I	170	5.89%	\$26.743178	1.47%	\$27.136971	1.47%	\$27.530765	1.47%	\$27.936155
00694	Engineer II	170	5.89%	\$31.903735	1.47%	\$32.373517	1.47%	\$32.843300	1.47%	\$33.326918
00695	Engineer III	170	5.89%	\$34.882624	1.47%	\$35.396271	1.47%	\$35.909917	1.47%	\$36.438691
00696	Engineer IV	170	5.89%	\$38.716026	1.47%	\$39.286119	1.47%	\$39.856213	1.47%	\$40.443096

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00690	Engineering Aide	602	7.72%	\$16.773941	1.93%	\$17.097678	1.93%	\$17.421415	1.93%	\$17.757648
00699	Engineering Technician I	602	7.72%	\$21.711628	1.93%	\$22.130662	1.93%	\$22.549697	1.93%	\$22.984906
00700	Engineering Technician II	602	7.72%	\$23.258173	1.93%	\$23.707056	1.93%	\$24.155938	1.93%	\$24.622148
00701	Engineering Technician III	602	7.72%	\$24.787341	1.93%	\$25.265737	1.93%	\$25.744132	1.93%	\$26.240994
00702	Engineering Technician IV	602	7.72%	\$26.932059	1.93%	\$27.451848	1.93%	\$27.971636	1.93%	\$28.511489
00943	Environmental Health Spec I	602A	7.72%	\$24.732746	1.93%	\$25.210088	1.93%	\$25.687430	1.93%	\$26.183197
00944	Environmental Health Spec II	602A	7.72%	\$27.258821	1.93%	\$27.784916	1.93%	\$28.311011	1.93%	\$28.857414
00945	Environmental Health Spec III	602A	7.72%	\$30.409720	1.93%	\$30.996628	1.93%	\$31.583535	1.93%	\$32.193097
01181	Environmental Health Spec IV	602A	7.72%	\$32.782583	1.93%	\$33.415287	1.93%	\$34.047991	1.93%	\$34.705117
N0945	Environmental Hlth Spec III-NE	602A	7.72%	\$30.409720	1.93%	\$30.996628	1.93%	\$31.583535	1.93%	\$32.193097
00024	Environmental Res Analyst I	602	7.72%	\$29.822878	1.93%	\$30.398460	1.93%	\$30.974041	1.93%	\$31.571840
00025	Environmental Res Analyst II	602	7.72%	\$32.744988	1.93%	\$33.376966	1.93%	\$34.008945	1.93%	\$34.665317
00026	Environmental Res Analyst III	602	7.72%	\$35.159179	1.93%	\$35.837751	1.93%	\$36.516323	1.93%	\$37.221088
05247	Environmental Restratrtn Coord	602	7.72%	\$27.838068	1.93%	\$28.375343	1.93%	\$28.912617	1.93%	\$29.470631
01599	Facility Operation Spec I	170	5.89%	\$33.221878	1.47%	\$33.711070	1.47%	\$34.200262	1.47%	\$34.703861
01601	Facility Operation Spec II	170	5.89%	\$36.872584	1.47%	\$37.415533	1.47%	\$37.958482	1.47%	\$38.517420
01603	Facility Project Specialist	170	5.89%	\$36.872584	1.47%	\$37.415533	1.47%	\$37.958482	1.47%	\$38.517420
00324	Fire Control Worker	671	4.76%	\$16.532664	1.19%	\$16.729403	1.19%	\$16.926141	1.19%	\$17.127562
00347	Fire GIS Technician	900	0.47%	\$26.317406	0.12%	\$26.348329	0.12%	\$26.379252	0.12%	\$26.410248
01811	Fire Purchasing Technician	60	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755
01290	Fiscal Assistant I	60	0.00%	\$13.852470	0.00%	\$13.852470	0.00%	\$13.852470	0.00%	\$13.852470
01291	Fiscal Assistant II	60	0.00%	\$15.629096	0.00%	\$15.629096	0.00%	\$15.629096	0.00%	\$15.629096
01292	Fiscal Assistant III	60	0.00%	\$17.627935	0.00%	\$17.627935	0.00%	\$17.627935	0.00%	\$17.627935
01293	Fiscal Assistant IV	60	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755
02087	Fiscal Specialist I	60	0.00%	\$22.846564	0.00%	\$22.846564	0.00%	\$22.846564	0.00%	\$22.846564
02086	Fiscal Specialist II	60	0.00%	\$25.762494	0.00%	\$25.762494	0.00%	\$25.762494	0.00%	\$25.762494

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02085	Fiscal Specialist III	60	0.00%	\$27.668251	0.00%	\$27.668251	0.00%	\$27.668251	0.00%	\$27.668251
01295	Fiscal Technician I	60	0.00%	\$20.885568	0.00%	\$20.885568	0.00%	\$20.885568	0.00%	\$20.885568
01296	Fiscal Technician II	60	0.00%	\$22.455288	0.00%	\$22.455288	0.00%	\$22.455288	0.00%	\$22.455288
00793	Food Services Assistant I	620	3.30%	\$9.692949	0.83%	\$9.772916	0.83%	\$9.852883	0.83%	\$9.934169
00794	Food Services Assistant II	620	3.30%	\$12.026414	0.83%	\$12.125632	0.83%	\$12.224850	0.83%	\$12.325705
00795	Food Services Assistant III	620	3.30%	\$12.632693	0.83%	\$12.736913	0.83%	\$12.841132	0.83%	\$12.947072
00799	Food Services Shift Supervisor	620	3.30%	\$16.334904	0.83%	\$16.469667	0.83%	\$16.604430	0.83%	\$16.741416
01973	Food Services Worker-CW	620	3.30%	\$10.260994	0.83%	\$10.345647	0.83%	\$10.430300	0.83%	\$10.516350
01949	Forensic Lab Technician	180	0.00%	\$19.232933	0.00%	\$19.232933	0.00%	\$19.232933	0.00%	\$19.232933
01781	Forensic Pathology Technician	701	13.38%	\$18.347781	3.35%	\$18.961514	3.35%	\$19.575248	3.35%	\$20.230040
01951	Forensic Scientist I	180	0.00%	\$29.475901	0.00%	\$29.475901	0.00%	\$29.475901	0.00%	\$29.475901
01952	Forensic Scientist II	180	0.00%	\$36.613153	0.00%	\$36.613153	0.00%	\$36.613153	0.00%	\$36.613153
01953	Forensic Scientist III	180	0.00%	\$39.707664	0.00%	\$39.707664	0.00%	\$39.707664	0.00%	\$39.707664
01950	Forensic Scientist Trainee	180	0.00%	\$23.551599	0.00%	\$23.551599	0.00%	\$23.551599	0.00%	\$23.551599
00801	Garage Attendant	671	4.76%	\$13.427338	1.19%	\$13.587123	1.19%	\$13.746909	1.19%	\$13.910497
00849	GSA Custodian Supervisor	671	4.76%	\$16.045731	1.19%	\$16.236675	1.19%	\$16.427619	1.19%	\$16.623108
00850	GSA Maintenance Supervisor	671	4.76%	\$23.068266	1.19%	\$23.342778	1.19%	\$23.617291	1.19%	\$23.898336
00851	GSA Maintenance Trainee	671	4.76%	\$9.692949	1.19%	\$9.808295	1.19%	\$9.923641	1.19%	\$10.041733
00852	GSA Maintenance Wkr I	671	4.76%	\$15.482188	1.19%	\$15.666426	1.19%	\$15.850664	1.19%	\$16.039287
00853	GSA Maintenance Wkr II	671	4.76%	\$16.867795	1.19%	\$17.068522	1.19%	\$17.269249	1.19%	\$17.474753
00860	GSA Maintenance Wkr III	671	4.76%	\$18.877459	1.19%	\$19.102101	1.19%	\$19.326743	1.19%	\$19.556731
01966	Harbor Marketing Specialist	60	0.00%	\$37.303381	0.00%	\$37.303381	0.00%	\$37.303381	0.00%	\$37.303381
01521	HCA Housekeeper I	671	4.76%	\$14.942859	1.19%	\$15.120679	1.19%	\$15.298499	1.19%	\$15.480551
01524	HCA Housekeeper II	671	4.76%	\$16.048688	1.19%	\$16.239667	1.19%	\$16.430647	1.19%	\$16.626171
00854	HCA Technician Trainee	701	13.38%	\$9.590845	3.35%	\$9.911659	3.35%	\$10.232473	3.35%	\$10.574749
00855	HCA Training/Education Asst	285	3.55%	\$21.686526	0.89%	\$21.878994	0.89%	\$22.071462	0.89%	\$22.267346

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00857	Health Education Assistant I	285	3.55%	\$17.610940	0.89%	\$17.767237	0.89%	\$17.923534	0.89%	\$18.082606
00858	Health Education Assistant II	285	3.55%	\$20.172169	0.89%	\$20.351197	0.89%	\$20.530225	0.89%	\$20.712431
00859	Health Educator	285	3.55%	\$25.322164	0.89%	\$25.546898	0.89%	\$25.771632	0.89%	\$26.000356
00861	Health Technician I	701	13.38%	\$12.185806	3.35%	\$12.593421	3.35%	\$13.001036	3.35%	\$13.435921
00862	Health Technician II	701	13.38%	\$14.008649	3.35%	\$14.477238	3.35%	\$14.945828	3.35%	\$15.445766
00863	Health Technician III	701	13.38%	\$15.439700	3.35%	\$15.956158	3.35%	\$16.472616	3.35%	\$17.023625
00869	Heavy Equip Service Wkr	671	4.76%	\$16.502279	1.19%	\$16.698656	1.19%	\$16.895033	1.19%	\$17.096084
00871	Heavy Equip Service Wkr Trne	671	4.76%	\$14.051394	1.19%	\$14.218606	1.19%	\$14.385817	1.19%	\$14.557008
00311	Histologist	701	13.38%	\$19.491596	3.35%	\$20.143590	3.35%	\$20.795584	3.35%	\$21.491196
00987	Hospital Central Svcs Suprvsr	671	4.76%	\$23.155430	1.19%	\$23.430980	1.19%	\$23.706529	1.19%	\$23.988637
00666	Hospital Technician I	701	13.38%	\$12.848611	3.35%	\$13.278397	3.35%	\$13.708183	3.35%	\$14.166722
01793	Human Services Officer I	523	0.00%	\$14.041609	0.00%	\$14.041609	0.00%	\$14.041609	0.00%	\$14.041609
01794	Human Services Officer II	523	0.00%	\$18.816813	0.00%	\$18.816813	0.00%	\$18.816813	0.00%	\$18.816813
01795	Human Services Officer III	523	0.00%	\$19.756430	0.00%	\$19.756430	0.00%	\$19.756430	0.00%	\$19.756430
01796	Human Services Officer IV	523	0.00%	\$21.198945	0.00%	\$21.198945	0.00%	\$21.198945	0.00%	\$21.198945
01797	Human Services Officer Sup	523	0.00%	\$22.770725	0.00%	\$22.770725	0.00%	\$22.770725	0.00%	\$22.770725
01792	Human Services Officer Trainee	523	0.00%	\$13.375065	0.00%	\$13.375065	0.00%	\$13.375065	0.00%	\$13.375065
01525	Human Services Program Aide	83	3.11%	\$19.451684	0.78%	\$19.602921	0.78%	\$19.754158	0.78%	\$19.907746
01526	Human Services Program Ast I	83	3.11%	\$24.139724	0.78%	\$24.327410	0.78%	\$24.515097	0.78%	\$24.705702
01527	Human Services Program Ast II	83	3.11%	\$26.603870	0.78%	\$26.810715	0.78%	\$27.017560	0.78%	\$27.227622
00899	Hydrographer I	602	7.72%	\$21.711628	1.93%	\$22.130662	1.93%	\$22.549697	1.93%	\$22.984906
00901	Hydrographer II	602	7.72%	\$23.308128	1.93%	\$23.757975	1.93%	\$24.207822	1.93%	\$24.675033
00902	Hydrographer III	602	7.72%	\$24.704684	1.93%	\$25.181484	1.93%	\$25.658285	1.93%	\$26.153490
00903	Hydrographer IV	602	7.72%	\$26.899099	1.93%	\$27.418252	1.93%	\$27.937404	1.93%	\$28.476596
00906	Hydrologist I	170	5.89%	\$24.824416	1.47%	\$25.189956	1.47%	\$25.555495	1.47%	\$25.931800
00907	Hydrologist II	170	5.89%	\$29.739190	1.47%	\$30.177100	1.47%	\$30.615009	1.47%	\$31.065815

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
00908	Hydrologist III	170	5.89%	\$32.576454	1.47%	\$33.056142	1.47%	\$33.535831	1.47%	\$34.029646
00909	Hydrologist IV	170	5.89%	\$36.227160	1.47%	\$36.760605	1.47%	\$37.294050	1.47%	\$37.843205
00198	Imaging Specialist I	522	8.58%	\$16.430000	2.15%	\$16.782424	2.15%	\$17.134847	2.15%	\$17.502389
00199	Imaging Specialist II	522	8.58%	\$17.980000	2.15%	\$18.365671	2.15%	\$18.751342	2.15%	\$19.153558
01304	Info Processing Operator I	522	8.58%	\$14.533691	2.15%	\$14.845439	2.15%	\$15.157186	2.15%	\$15.482308
01305	Info Processing Operator II	522	8.58%	\$16.399145	2.15%	\$16.750907	2.15%	\$17.102668	2.15%	\$17.469521
01306	Info Processing Operator III	522	8.58%	\$17.213236	2.15%	\$17.582460	2.15%	\$17.951684	2.15%	\$18.336747
01307	Info Processing Operator IV	522	8.58%	\$18.501509	2.15%	\$18.898366	2.15%	\$19.295224	2.15%	\$19.709106
01415	Info Systems Prog Analyst	141	10.93%	\$29.802278	2.73%	\$30.616625	2.73%	\$31.430972	2.73%	\$32.289824
01937	Info Systems Sppt Analyst	141	10.93%	\$34.487366	2.73%	\$35.429733	2.73%	\$36.372101	2.73%	\$37.365968
01865	Info Systems Sppt Analyst II	141	10.93%	\$39.159189	2.73%	\$40.229214	2.73%	\$41.299239	2.73%	\$42.427740
00680	Information Systems Analyst	141	10.93%	\$34.487366	2.73%	\$35.429733	2.73%	\$36.372101	2.73%	\$37.365968
00573	Insect Detection Specialist I	100	1.08%	\$14.568969	0.27%	\$14.608305	0.27%	\$14.647641	0.27%	\$14.687190
00575	Insect Detection Specialist II	100	1.08%	\$15.847714	0.27%	\$15.890503	0.27%	\$15.933292	0.27%	\$15.976312
02084	Internal Auditor I	60	0.00%	\$23.622793	0.00%	\$23.622793	0.00%	\$23.622793	0.00%	\$23.622793
02083	Internal Auditor II	60	0.00%	\$27.426325	0.00%	\$27.426325	0.00%	\$27.426325	0.00%	\$27.426325
02082	Internal Auditor III	60	0.00%	\$30.169215	0.00%	\$30.169215	0.00%	\$30.169215	0.00%	\$30.169215
02081	Internal Auditor IV	60	0.00%	\$34.004420	0.00%	\$34.004420	0.00%	\$34.004420	0.00%	\$34.004420
01942	Interpreter-Translator	522	8.58%	\$30.400326	2.15%	\$31.052413	2.15%	\$31.704500	2.15%	\$32.384562
01312	Inventory Management Asst I	522	8.58%	\$14.193143	2.15%	\$14.497586	2.15%	\$14.802029	2.15%	\$15.119532
01313	Inventory Management Asst II	522	8.58%	\$15.629096	2.15%	\$15.964340	2.15%	\$16.299584	2.15%	\$16.649210
01315	Inventory Management Asst III	522	8.58%	\$16.798785	2.15%	\$17.159119	2.15%	\$17.519453	2.15%	\$17.895245
00578	Investigative Assistant I	755	0.00%	\$18.074316	0.00%	\$18.074316	0.00%	\$18.074316	0.00%	\$18.074316
00579	Investigative Assistant II	755	0.00%	\$20.210536	0.00%	\$20.210536	0.00%	\$20.210536	0.00%	\$20.210536
01089	Investigative Assistant III	755	0.00%	\$21.639146	0.00%	\$21.639146	0.00%	\$21.639146	0.00%	\$21.639146
00914	Jail Cook	620	3.30%	\$17.105086	0.83%	\$17.246203	0.83%	\$17.387320	0.83%	\$17.530765

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
01381	Laundry Assistant Supervisor	671	4.76%	\$14.127480	1.19%	\$14.295597	1.19%	\$14.463714	1.19%	\$14.635832
01045	Laundry Utility Worker	671	4.76%	\$13.183361	1.19%	\$13.340243	1.19%	\$13.497125	1.19%	\$13.657741
01054	Laundry Worker I	671	4.76%	\$9.692949	1.19%	\$9.808295	1.19%	\$9.923641	1.19%	\$10.041733
01055	Laundry Worker II	671	4.76%	\$12.026414	1.19%	\$12.169528	1.19%	\$12.312643	1.19%	\$12.459163
01060	Law Clerk	83	3.11%	\$23.967199	0.78%	\$24.153544	0.78%	\$24.339889	0.78%	\$24.529132
01938	Legal Management Asst I	522	8.58%	\$18.352674	2.15%	\$18.746339	2.15%	\$19.140004	2.15%	\$19.550557
01939	Legal Management Asst II	522	8.58%	\$20.692185	2.15%	\$21.136032	2.15%	\$21.579880	2.15%	\$22.042768
01940	Legal Management Asst III	522	8.58%	\$22.255859	2.15%	\$22.733247	2.15%	\$23.210635	2.15%	\$23.708503
01941	Legal Management Asst IV	522	8.58%	\$23.907330	2.15%	\$24.420142	2.15%	\$24.932954	2.15%	\$25.467766
01321	Legal Processing Assistant I	522	8.58%	\$15.999248	2.15%	\$16.342432	2.15%	\$16.685616	2.15%	\$17.043522
01322	Legal Processing Assistant II	522	8.58%	\$17.627935	2.15%	\$18.006054	2.15%	\$18.384173	2.15%	\$18.778514
01323	Legal Processing Assistant III	522	8.58%	\$19.420011	2.15%	\$19.836570	2.15%	\$20.253129	2.15%	\$20.687559
01773	Librarian	240	0.00%	\$25.266291	0.00%	\$25.266291	0.00%	\$25.266291	0.00%	\$25.266291
01772	Librarian Specialist	240	0.00%	\$28.443326	0.00%	\$28.443326	0.00%	\$28.443326	0.00%	\$28.443326
01078	Library Monitor	240	0.00%	\$13.306570	0.00%	\$13.306570	0.00%	\$13.306570	0.00%	\$13.306570
01080	Library Page	240	0.00%	\$9.772516	0.00%	\$9.772516	0.00%	\$9.772516	0.00%	\$9.772516
01324	Library Technician I	240	0.00%	\$15.999248	0.00%	\$15.999248	0.00%	\$15.999248	0.00%	\$15.999248
01326	Library Technician II	240	0.00%	\$17.213236	0.00%	\$17.213236	0.00%	\$17.213236	0.00%	\$17.213236
01327	Library Technician III	240	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755
00825	Licensed Physical Therapy Asst	860	4.82%	\$20.858664	1.21%	\$21.110011	1.21%	\$21.361358	1.21%	\$21.618762
01742	Loss/Prevention Specialist	83	3.11%	\$30.115655	0.78%	\$30.349804	0.78%	\$30.583953	0.78%	\$30.821744
00595	Maintenance Supervisor	671	4.76%	\$24.202554	1.19%	\$24.490564	1.19%	\$24.778575	1.19%	\$25.073440
00601	Maintenance Worker I	671	4.76%	\$15.482188	1.19%	\$15.666426	1.19%	\$15.850664	1.19%	\$16.039287
00600	Maintenance Worker II	671	4.76%	\$16.867795	1.19%	\$17.068522	1.19%	\$17.269249	1.19%	\$17.474753
00599	Maintenance Worker III	671	4.76%	\$18.877459	1.19%	\$19.102101	1.19%	\$19.326743	1.19%	\$19.556731
00598	Maintenance Worker IV	671	4.76%	\$20.232033	1.19%	\$20.472794	1.19%	\$20.713555	1.19%	\$20.960047

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00783	Maintenance Worker Trainee	671	4.76%	\$11.158381	1.19%	\$11.291166	1.19%	\$11.423950	1.19%	\$11.559895
01971	Maintenance Worker Trainee-CW	671	4.76%	\$10.260994	1.19%	\$10.383100	1.19%	\$10.505206	1.19%	\$10.630218
01331	Management Assistant I	522	8.58%	\$16.798785	2.15%	\$17.159119	2.15%	\$17.519453	2.15%	\$17.895245
01332	Management Assistant II	522	8.58%	\$18.960755	2.15%	\$19.367463	2.15%	\$19.774171	2.15%	\$20.198327
01333	Management Assistant III	522	8.58%	\$20.382031	2.15%	\$20.819226	2.15%	\$21.256420	2.15%	\$21.712370
00838	Medical Billing Specialist I	60	0.00%	\$16.948135	0.00%	\$16.948135	0.00%	\$16.948135	0.00%	\$16.948135
00839	Medical Billing Specialist II	60	0.00%	\$19.461469	0.00%	\$19.461469	0.00%	\$19.461469	0.00%	\$19.461469
00840	Medical Billing Specialist III	60	0.00%	\$20.619828	0.00%	\$20.619828	0.00%	\$20.619828	0.00%	\$20.619828
00841	Medical Billing Specialist IV	60	0.00%	\$22.914544	0.00%	\$22.914544	0.00%	\$22.914544	0.00%	\$22.914544
00837	Medical Claims Auditor	60	0.00%	\$25.755665	0.00%	\$25.755665	0.00%	\$25.755665	0.00%	\$25.755665
00834	Medical Claims Processor I	60	0.00%	\$14.205503	0.00%	\$14.205503	0.00%	\$14.205503	0.00%	\$14.205503
00835	Medical Claims Processor II	60	0.00%	\$18.947880	0.00%	\$18.947880	0.00%	\$18.947880	0.00%	\$18.947880
00836	Medical Claims Processor III	60	0.00%	\$22.105860	0.00%	\$22.105860	0.00%	\$22.105860	0.00%	\$22.105860
01235	Medical Laboratory Tech I	700	0.00%	\$14.008649	0.00%	\$14.008649	0.00%	\$14.008649	0.00%	\$14.008649
01236	Medical Laboratory Tech II	700	0.00%	\$15.439700	0.00%	\$15.439700	0.00%	\$15.439700	0.00%	\$15.439700
01328	Medical Office Assistant I	522	8.58%	\$13.852470	2.15%	\$14.149605	2.15%	\$14.446741	2.15%	\$14.756624
01329	Medical Office Assistant II	522	8.58%	\$15.259193	2.15%	\$15.586503	2.15%	\$15.913812	2.15%	\$16.255164
01330	Medical Office Assistant III	522	8.58%	\$16.798785	2.15%	\$17.159119	2.15%	\$17.519453	2.15%	\$17.895245
02110	Medical Office Assistant IV	522	8.58%	\$17.069933	2.15%	\$17.436083	2.15%	\$17.802233	2.15%	\$18.184091
01205	Medical Social Svcs Supervisor	400	3.36%	\$28.760433	0.84%	\$29.002021	0.84%	\$29.243608	0.84%	\$29.489255
01210	Medical Social Worker	400	3.36%	\$20.557646	0.84%	\$20.730330	0.84%	\$20.903014	0.84%	\$21.078600
01214	Mental Hlth Associate	400	3.36%	\$20.557646	0.84%	\$20.730330	0.84%	\$20.903014	0.84%	\$21.078600
01591	Mental Hlth MFC Counselor I	402	8.00%	\$23.145645	2.00%	\$23.608558	2.00%	\$24.071471	2.00%	\$24.552900
01593	Mental Hlth MFC Counselor II	402	8.00%	\$25.055265	2.00%	\$25.556370	2.00%	\$26.057476	2.00%	\$26.578625
01594	Mental Hlth MFC Counselor III	402	8.00%	\$26.828024	2.00%	\$27.364584	2.00%	\$27.901145	2.00%	\$28.459168
01596	Mental Hlth MFC Counselor IV	402	8.00%	\$28.222258	2.00%	\$28.786703	2.00%	\$29.351148	2.00%	\$29.938171

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01220	Microbiologist I	200A	12.22%	\$24.744081	3.06%	\$25.500013	3.06%	\$26.255944	3.06%	\$27.058063
01668	Microbiologist II	200A	12.22%	\$26.593055	3.06%	\$27.405473	3.06%	\$28.217891	3.06%	\$29.079947
01398	Microbiologist III	200A	12.22%	\$28.207714	3.06%	\$29.069460	3.06%	\$29.931205	3.06%	\$30.845604
01228	Microfilm Technician I	522	8.58%	\$13.688443	2.15%	\$13.982060	2.15%	\$14.275677	2.15%	\$14.581890
01229	Microfilm Technician II	522	8.58%	\$15.646473	2.15%	\$15.982090	2.15%	\$16.317707	2.15%	\$16.667722
00667	Monitor Technician	701	13.38%	\$16.132375	3.35%	\$16.672003	3.35%	\$17.211631	3.35%	\$17.787360
00208	Nuclear Medicine Technologist	200A	12.22%	\$37.131500	3.06%	\$38.265867	3.06%	\$39.400235	3.06%	\$40.603912
00156	Nursing Assistant I	701	13.38%	\$12.848611	3.35%	\$13.278397	3.35%	\$13.708183	3.35%	\$14.166722
00157	Nursing Assistant II	701	13.38%	\$13.797499	3.35%	\$14.259025	3.35%	\$14.720552	3.35%	\$15.212954
01404	Nursing Assistant III	701	13.38%	\$15.733384	3.35%	\$16.259666	3.35%	\$16.785947	3.35%	\$17.347437
01238	Nursing Care Coordinator I	281	5.07%	\$28.042523	1.27%	\$28.397962	1.27%	\$28.753401	1.27%	\$29.117850
01239	Nursing Care Coordinator II	281	5.07%	\$30.510660	1.27%	\$30.897383	1.27%	\$31.284105	1.27%	\$31.680631
00285	Nutrition Program Worker I	620	3.30%	\$11.539348	0.83%	\$11.634548	0.83%	\$11.729747	0.83%	\$11.826518
00287	Nutrition Program Worker II	620	3.30%	\$12.330903	0.83%	\$12.432633	0.83%	\$12.534363	0.83%	\$12.637771
00288	Nutrition Program Worker III	620	3.30%	\$14.873591	0.83%	\$14.996298	0.83%	\$15.119005	0.83%	\$15.243737
01245	Occupational Therapist	320	11.67%	\$30.890091	2.92%	\$31.791309	2.92%	\$32.692528	2.92%	\$33.646332
01339	Office Assistant I	522	8.58%	\$13.200995	2.15%	\$13.484156	2.15%	\$13.767318	2.15%	\$14.062627
01344	Office Assistant II	522	8.58%	\$14.533691	2.15%	\$14.845439	2.15%	\$15.157186	2.15%	\$15.482308
01345	Office Assistant III	522	8.58%	\$16.798785	2.15%	\$17.159119	2.15%	\$17.519453	2.15%	\$17.895245
01347	Office Assistant IV	522	8.58%	\$18.057703	2.15%	\$18.445041	2.15%	\$18.832378	2.15%	\$19.236333
01969	Office Support Trainee-CW	522	8.58%	\$9.772516	2.15%	\$9.982136	2.15%	\$10.191757	2.15%	\$10.410370
01970	Office Support Worker-CW	522	8.58%	\$10.260994	2.15%	\$10.481092	2.15%	\$10.701191	2.15%	\$10.930731
01022	Office Systems Coordinator I	142	11.09%	\$24.258560	2.77%	\$24.931129	2.77%	\$25.603697	2.77%	\$26.313560
01023	Office Systems Coordinator II	142	11.09%	\$26.647006	2.77%	\$27.385794	2.77%	\$28.124582	2.77%	\$28.904337
01024	Office Systems Coordinator III	142	11.09%	\$31.110249	2.77%	\$31.972781	2.77%	\$32.835312	2.77%	\$33.745671
01621	Office Systems Coordinator IV	142	11.09%	\$35.003649	2.77%	\$35.974125	2.77%	\$36.944601	2.77%	\$37.968890

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01862	Office Systems Sppt Analyst I	141	10.93%	\$34.490580	2.73%	\$35.433035	2.73%	\$36.375490	2.73%	\$37.369450
01863	Office Systems Sppt Analyst II	141	10.93%	\$39.827401	2.73%	\$40.915685	2.73%	\$42.003968	2.73%	\$43.151727
01401	Operating Room Technician I	701	13.38%	\$17.617378	3.35%	\$18.206679	3.35%	\$18.795981	3.35%	\$19.424706
01402	Operating Room Technician II	701	13.38%	\$19.006848	3.35%	\$19.642627	3.35%	\$20.278406	3.35%	\$20.956719
01403	Operating Room Technician III	701	13.38%	\$20.496361	3.35%	\$21.181964	3.35%	\$21.867568	3.35%	\$22.599038
00135	Orthopedic Technician	701	13.38%	\$18.738409	3.35%	\$19.365209	3.35%	\$19.992009	3.35%	\$20.660741
01967	Paralegal	522	8.58%	\$20.909906	2.15%	\$21.358423	2.15%	\$21.806941	2.15%	\$22.274700
00776	Parks Operations Supervisor	671	4.76%	\$24.195859	1.19%	\$24.483790	1.19%	\$24.771720	1.19%	\$25.066504
01712	Parts Specialist	671	4.76%	\$18.450905	1.19%	\$18.670471	1.19%	\$18.890037	1.19%	\$19.114828
01584	Patient Rights Advocate I	400	3.36%	\$24.859823	0.84%	\$25.068646	0.84%	\$25.277468	0.84%	\$25.489799
01587	Patient Rights Advocate II	400	3.36%	\$26.925745	0.84%	\$27.151921	0.84%	\$27.378098	0.84%	\$27.608074
00675	PeopleSoft Analyst	141	10.93%	\$34.487361	2.73%	\$35.429728	2.73%	\$36.372095	2.73%	\$37.365963
00676	PeopleSoft Architect	141	10.93%	\$39.827396	2.73%	\$40.915680	2.73%	\$42.003963	2.73%	\$43.151721
01451	Pharmacist I	300	11.60%	\$38.958205	2.90%	\$40.087993	2.90%	\$41.217781	2.90%	\$42.413097
01452	Pharmacist II	300	11.60%	\$42.885214	2.90%	\$44.128885	2.90%	\$45.372556	2.90%	\$46.688361
02021	Pharmacist-LB I	n/a	0.00%	\$34.967213	0.00%	\$34.967213	0.00%	\$34.967213	0.00%	\$34.967213
02013	Pharmacist-LB II	n/a	0.00%	\$39.338151	0.00%	\$39.338151	0.00%	\$39.338151	0.00%	\$39.338151
02014	Pharmacist-LB III	n/a	0.00%	\$43.709080	0.00%	\$43.709080	0.00%	\$43.709080	0.00%	\$43.709080
02015	Pharmacist-LB IV	n/a	0.00%	\$49.172715	0.00%	\$49.172715	0.00%	\$49.172715	0.00%	\$49.172715
01450	Pharmacy Supervisor	300	11.60%	\$44.486864	2.90%	\$45.776983	2.90%	\$47.067102	2.90%	\$48.432048
00755	Pharmacy Technician I	860	4.82%	\$14.008649	1.21%	\$14.177453	1.21%	\$14.346257	1.21%	\$14.519130
00756	Pharmacy Technician II	860	4.82%	\$15.439700	1.21%	\$15.625748	1.21%	\$15.811797	1.21%	\$16.002329
00832	Pharmacy Technician-LB I	n/a	0.00%	\$16.713429	0.00%	\$16.713429	0.00%	\$16.713429	0.00%	\$16.713429
00833	Pharmacy Technician-LB II	n/a	0.00%	\$18.420778	0.00%	\$18.420778	0.00%	\$18.420778	0.00%	\$18.420778
01955	Photographic/Imaging Svcs Tech	141	10.93%	\$20.779611	2.73%	\$21.347414	2.73%	\$21.915217	2.73%	\$22.514050
01335	Physical Therapist	320	11.67%	\$30.890091	2.92%	\$31.791309	2.92%	\$32.692528	2.92%	\$33.646332

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
00824	Physical Therapy Aide	701	13.38%	\$15.439700	3.35%	\$15.956158	3.35%	\$16.472616	3.35%	\$17.023625
01658	Plan Check Engineer I	170	5.89%	\$36.872584	1.47%	\$37.415533	1.47%	\$37.958482	1.47%	\$38.517420
01659	Plan Check Engineer II	170	5.89%	\$38.055024	1.47%	\$38.615384	1.47%	\$39.175744	1.47%	\$39.752607
01662	Plan Check Engineer III	170	5.89%	\$40.219054	1.47%	\$40.811280	1.47%	\$41.403505	1.47%	\$42.013172
00803	Planner I	340	5.41%	\$26.495205	1.35%	\$26.853553	1.35%	\$27.211900	1.35%	\$27.579941
00804	Planner II	340	5.41%	\$29.618423	1.35%	\$30.019012	1.35%	\$30.419601	1.35%	\$30.831026
00805	Planner III	340	5.41%	\$32.540404	1.35%	\$32.980513	1.35%	\$33.420622	1.35%	\$33.872636
N0805	Planner III-NE	340	5.41%	\$32.540404	1.35%	\$32.980513	1.35%	\$33.420622	1.35%	\$33.872636
01189	Planner IV	340	5.41%	\$34.952149	1.35%	\$35.424877	1.35%	\$35.897605	1.35%	\$36.383120
00273	Plans Examiner	691	5.86%	\$29.772408	1.47%	\$30.208574	1.47%	\$30.644740	1.47%	\$31.093685
01867	Principal Applica Arch/Supvr	141	10.93%	\$42.983831	2.73%	\$44.158364	2.73%	\$45.332897	2.73%	\$46.571619
01607	Principal Buyer	84	2.23%	\$26.701334	0.56%	\$26.850194	0.56%	\$26.999054	0.56%	\$27.149574
01866	Principal Info Sys Sup Analyst	141	10.93%	\$45.133189	2.73%	\$46.366453	2.73%	\$47.599718	2.73%	\$48.900380
01864	Principal Office Sys Sup Anlst	141	10.93%	\$42.983836	2.73%	\$44.158369	2.73%	\$45.332903	2.73%	\$46.571624
01882	Principal Respiratory Therapst	321	0.00%	\$25.356798	0.00%	\$25.356798	0.00%	\$25.356798	0.00%	\$25.356798
01003	Programmer I	141	10.93%	\$20.849775	2.73%	\$21.419495	2.73%	\$21.989215	2.73%	\$22.590071
01004	Programmer II	141	10.93%	\$23.897288	2.73%	\$24.550281	2.73%	\$25.203275	2.73%	\$25.891954
01005	Programmer III	141	10.93%	\$26.250065	2.73%	\$26.967348	2.73%	\$27.684631	2.73%	\$28.441114
01420	Psychiatric Social Wkr I	402	8.00%	\$23.641204	2.00%	\$24.114028	2.00%	\$24.586852	2.00%	\$25.078589
01421	Psychiatric Social Wkr II	402	8.00%	\$27.031706	2.00%	\$27.572340	2.00%	\$28.112974	2.00%	\$28.675234
01423	Psychiatric Social Wkr III	402	8.00%	\$28.368389	2.00%	\$28.935757	2.00%	\$29.503125	2.00%	\$30.093187
01163	Psychiatric Social Wkr IV	402	8.00%	\$29.796613	2.00%	\$30.392545	2.00%	\$30.988478	2.00%	\$31.608247
01494	Psychiatrist I	262	7.34%	\$66.486886	1.84%	\$67.706920	1.84%	\$68.926955	1.84%	\$70.191764
01495	Psychiatrist II	262	7.34%	\$70.231580	1.84%	\$71.520329	1.84%	\$72.809079	1.84%	\$74.145126
01498	Psychiatrist III	262	7.34%	\$73.862201	1.84%	\$75.217572	1.84%	\$76.572944	1.84%	\$77.978057
05230	Psychiatrist III-NE	262	7.34%	\$73.862206	1.84%	\$75.217577	1.84%	\$76.572949	1.84%	\$77.978063

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
05225	Psychiatrist II-NE	262	7.34%	\$70.231580	1.84%	\$71.520329	1.84%	\$72.809079	1.84%	\$74.145126
05224	Psychiatrist I-NE	262	7.34%	\$66.486891	1.84%	\$67.706925	1.84%	\$68.926960	1.84%	\$70.191770
00450	Public Defender Investigatr I	755	0.00%	\$30.760311	0.00%	\$30.760311	0.00%	\$30.760311	0.00%	\$30.760311
00451	Public Defender Investigatr II	755	0.00%	\$32.636323	0.00%	\$32.636323	0.00%	\$32.636323	0.00%	\$32.636323
02115	Public Health Nutritionist I	160	6.95%	\$24.820940	1.74%	\$25.252204	1.74%	\$25.683468	1.74%	\$26.129718
02116	Public Health Nutritionist II	160	6.95%	\$26.581081	1.74%	\$27.042927	1.74%	\$27.504774	1.74%	\$27.982669
02117	Public Health Nutritionist III	160	6.95%	\$30.135611	1.74%	\$30.659217	1.74%	\$31.182823	1.74%	\$31.724625
02114	Public Health Prog Coordinator	400	3.36%	\$30.835110	0.84%	\$31.094125	0.84%	\$31.353140	0.84%	\$31.616506
00167	Public Health Social Worker I	400	3.36%	\$24.303108	0.84%	\$24.507254	0.84%	\$24.711400	0.84%	\$24.918976
00168	Public Health Social Workr II	400	3.36%	\$26.308389	0.84%	\$26.529379	0.84%	\$26.750370	0.84%	\$26.975073
00169	Public Health Social Workr III	400	3.36%	\$28.169599	0.84%	\$28.406224	0.84%	\$28.642848	0.84%	\$28.883448
00170	Public Health Social Workr IV	400	3.36%	\$30.277236	0.84%	\$30.531565	0.84%	\$30.785894	0.84%	\$31.044495
01958	Public Safety Dispatcher I	524	6.06%	\$20.298210	1.52%	\$20.605728	1.52%	\$20.913246	1.52%	\$21.230081
01957	Public Safety Dispatcher II	524	6.06%	\$21.309928	1.52%	\$21.632773	1.52%	\$21.955619	1.52%	\$22.288246
01972	Public Services Worker-CW	522	8.58%	\$10.260994	2.15%	\$10.481092	2.15%	\$10.701191	2.15%	\$10.930731
01443	Public Works Inspector I	605	4.21%	\$23.461855	1.05%	\$23.708791	1.05%	\$23.955727	1.05%	\$24.207861
01444	Public Works Inspector II	605	4.21%	\$25.179380	1.05%	\$25.444393	1.05%	\$25.709406	1.05%	\$25.979997
01448	Public Works Inspector III	605	4.21%	\$28.064668	1.05%	\$28.360049	1.05%	\$28.655429	1.05%	\$28.957028
00374	Public Works Maint Worker I	671	4.76%	\$13.335925	1.19%	\$13.494623	1.19%	\$13.653320	1.19%	\$13.815795
00377	Public Works Maint Worker II	671	4.76%	\$16.867795	1.19%	\$17.068522	1.19%	\$17.269249	1.19%	\$17.474753
00378	Public Works Maint Worker III	671	4.76%	\$18.527259	1.19%	\$18.747733	1.19%	\$18.968208	1.19%	\$19.193929
00379	Public Works Maint Worker IV	671	4.76%	\$21.815658	1.19%	\$22.075264	1.19%	\$22.334871	1.19%	\$22.600656
01090	Public Works Maint Worker Spec	671	4.76%	\$22.637731	1.19%	\$22.907120	1.19%	\$23.176509	1.19%	\$23.452309
01431	Purchasing Technician	60	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755	0.00%	\$18.960755
01454	Radiologic Specialist	860	4.82%	\$24.890208	1.21%	\$25.190135	1.21%	\$25.490062	1.21%	\$25.797217
01453	Radiologic Technologist	860	4.82%	\$23.773173	1.21%	\$24.059640	1.21%	\$24.346106	1.21%	\$24.639477

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02001	Radiologic Technologist-LB I	n/a	0.00%	\$21.636056	0.00%	\$21.636056	0.00%	\$21.636056	0.00%	\$21.636056
02002	Radiologic Technologist-LB II	n/a	0.00%	\$26.443963	0.00%	\$26.443963	0.00%	\$26.443963	0.00%	\$26.443963
02003	Radiologic Technologist-LB III	n/a	0.00%	\$31.252003	0.00%	\$31.252003	0.00%	\$31.252003	0.00%	\$31.252003
02004	Radiologic Technologist-LB IV	n/a	0.00%	\$33.656023	0.00%	\$33.656023	0.00%	\$33.656023	0.00%	\$33.656023
00970	Real Property Agent I	122	3.09%	\$24.189550	0.77%	\$24.376414	0.77%	\$24.563279	0.77%	\$24.753030
00971	Real Property Agent II	122	3.09%	\$27.958964	0.77%	\$28.174947	0.77%	\$28.390930	0.77%	\$28.610250
00972	Real Property Agent III	122	3.09%	\$30.906824	0.77%	\$31.145579	0.77%	\$31.384334	0.77%	\$31.626778
00969	Real Property Agent Trainee	122	3.09%	\$19.340568	0.77%	\$19.489974	0.77%	\$19.639380	0.77%	\$19.791094
01358	Records Technician I	522	8.58%	\$14.888908	2.15%	\$15.208275	2.15%	\$15.527642	2.15%	\$15.860710
01359	Records Technician II	522	8.58%	\$16.798785	2.15%	\$17.159119	2.15%	\$17.519453	2.15%	\$17.895245
01360	Records Technician III	522	8.58%	\$18.057703	2.15%	\$18.445041	2.15%	\$18.832378	2.15%	\$19.236333
01363	Records Technician IV	522	8.58%	\$18.960755	2.15%	\$19.367463	2.15%	\$19.774171	2.15%	\$20.198327
00205	Registered Dietetic Tech I	701A	0.00%	\$24.205000	0.00%	\$24.205000	0.00%	\$24.205000	0.00%	\$24.205000
00206	Registered Dietetic Tech II	701A	0.00%	\$28.000000	0.00%	\$28.000000	0.00%	\$28.000000	0.00%	\$28.000000
00320	Registered Dietician I	160	6.95%	\$24.820000	1.74%	\$25.251248	1.74%	\$25.682495	1.74%	\$26.128728
00321	Registered Dietician II	160	6.95%	\$26.580000	1.74%	\$27.041828	1.74%	\$27.503655	1.74%	\$27.981531
00322	Registered Dietician III	160	6.95%	\$30.130000	1.74%	\$30.653509	1.74%	\$31.177018	1.74%	\$31.718718
02005	Rehabilitation Therapist-LB I	n/a	0.00%	\$21.636056	0.00%	\$21.636056	0.00%	\$21.636056	0.00%	\$21.636056
02006	Rehabilitation Therapist-LB II	n/a	0.00%	\$26.443963	0.00%	\$26.443963	0.00%	\$26.443963	0.00%	\$26.443963
02007	Rehabilitation Therapist-LB III	n/a	0.00%	\$34.257028	0.00%	\$34.257028	0.00%	\$34.257028	0.00%	\$34.257028
02008	Rehabilitation Therapist-LB IV	n/a	0.00%	\$38.463939	0.00%	\$38.463939	0.00%	\$38.463939	0.00%	\$38.463939
00182	Resource Mgmt Agy Tech I	602	7.72%	\$16.425029	1.93%	\$16.742032	1.93%	\$17.059035	1.93%	\$17.388274
01107	Resource Mgmt Agy Tech I-B/S	602	7.72%	\$21.708671	1.93%	\$22.127648	1.93%	\$22.546626	1.93%	\$22.981776
01102	Resource Mgmt Agy Tech I-EH	602	7.72%	\$21.708671	1.93%	\$22.127648	1.93%	\$22.546626	1.93%	\$22.981776
01108	Resource Mgmt Agy Tech II-B/S	602	7.72%	\$23.258173	1.93%	\$23.707056	1.93%	\$24.155938	1.93%	\$24.622148
01103	Resource Mgmt Agy Tech II-EH	602	7.72%	\$23.261654	1.93%	\$23.710604	1.93%	\$24.159554	1.93%	\$24.625833

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01110	Resource Mgmt Agy Tech III	602	7.72%	\$29.081793	1.93%	\$29.643072	1.93%	\$30.204350	1.93%	\$30.787294
01106	Resource Mgmt Agy Tech II-Plng	602	7.72%	\$23.261654	1.93%	\$23.710604	1.93%	\$24.159554	1.93%	\$24.625833
01104	Resource Mgmt Agy Tech I-Plng	602	7.72%	\$21.708671	1.93%	\$22.127648	1.93%	\$22.546626	1.93%	\$22.981776
01109	Resource Mgmt Agy Tech-Wts/Msr	602	7.72%	\$21.711628	1.93%	\$22.130662	1.93%	\$22.549697	1.93%	\$22.984906
00414	Respiratory Technician	321	0.00%	\$15.077789	0.00%	\$15.077789	0.00%	\$15.077789	0.00%	\$15.077789
01983	Respiratory Therapist-LB I	n/a	0.00%	\$24.039943	0.00%	\$24.039943	0.00%	\$24.039943	0.00%	\$24.039943
01984	Respiratory Therapist-LB II	n/a	0.00%	\$26.443963	0.00%	\$26.443963	0.00%	\$26.443963	0.00%	\$26.443963
01985	Respiratory Therapist-LB III	n/a	0.00%	\$28.847983	0.00%	\$28.847983	0.00%	\$28.847983	0.00%	\$28.847983
01986	Respiratory Therapist-LB IV	n/a	0.00%	\$31.252003	0.00%	\$31.252003	0.00%	\$31.252003	0.00%	\$31.252003
00175	Retirement Disability Spec	83	3.11%	\$29.934890	0.78%	\$30.167634	0.78%	\$30.400378	0.78%	\$30.636740
01419	Retirement Specialist II	83	3.11%	\$24.629875	0.78%	\$24.821372	0.78%	\$25.012870	0.78%	\$25.207345
01766	Retirement Specialist III	83	3.11%	\$29.934890	0.78%	\$30.167634	0.78%	\$30.400378	0.78%	\$30.636740
01761	Retirement Specialist Trainee	83	3.11%	\$21.278131	0.78%	\$21.443568	0.78%	\$21.609006	0.78%	\$21.777016
01740	Risk Specialist	83	3.11%	\$23.687168	0.78%	\$23.871336	0.78%	\$24.055503	0.78%	\$24.242535
05277	Risk Specialist-TC	83	3.11%	\$21.709750	0.78%	\$21.878543	0.78%	\$22.047337	0.78%	\$22.218755
01560	Senior Agricultural Inspector	100	1.08%	\$26.572589	0.27%	\$26.644335	0.27%	\$26.716081	0.27%	\$26.788214
01573	Senior Buyer	84	2.23%	\$25.430061	0.56%	\$25.571834	0.56%	\$25.713606	0.56%	\$25.856960
01586	Senior Computer Operator	581	7.75%	\$21.680346	1.94%	\$22.100403	1.94%	\$22.520459	1.94%	\$22.956793
01691	Senior Crime Analyst	180	0.00%	\$35.707010	0.00%	\$35.707010	0.00%	\$35.707010	0.00%	\$35.707010
00325	Senior Fire Control Worker	671	4.76%	\$18.192118	1.19%	\$18.408604	1.19%	\$18.625090	1.19%	\$18.846729
01629	Senior Health Educator	285	3.55%	\$27.186850	0.89%	\$27.428133	0.89%	\$27.669417	0.89%	\$27.914983
01111	Senior Hydrographer	602	7.72%	\$28.227923	1.93%	\$28.772722	1.93%	\$29.317521	1.93%	\$29.883349
01664	Senior Medical Social Worker	400	3.36%	\$22.043803	0.84%	\$22.228971	0.84%	\$22.414139	0.84%	\$22.602418
01669	Senior Microfilm Technician	522	8.58%	\$17.118734	2.15%	\$17.485931	2.15%	\$17.853128	2.15%	\$18.236077
00209	Senior Nuclear Medicine Tech	200A	12.22%	\$43.496900	3.06%	\$44.825730	3.06%	\$46.154561	3.06%	\$47.564582
01671	Senior Occupational Therapist	320	11.67%	\$35.481059	2.92%	\$36.516219	2.92%	\$37.551379	2.92%	\$38.646940

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00372	Senior Orthopedic Technician	701	13.38%	\$20.576310	3.35%	\$21.264588	3.35%	\$21.952865	3.35%	\$22.687188
01714	Senior Parts Specialist	671	4.76%	\$19.333873	1.19%	\$19.563946	1.19%	\$19.794019	1.19%	\$20.029568
00088	Senior Physical Therapist	320	11.67%	\$35.480925	2.92%	\$36.516081	2.92%	\$37.551237	2.92%	\$38.646794
01663	Senior Plans Examiner	691	5.86%	\$31.978925	1.47%	\$32.447416	1.47%	\$32.915908	1.47%	\$33.398126
01006	Senior Programmer	141	10.93%	\$34.487366	2.73%	\$35.429733	2.73%	\$36.372101	2.73%	\$37.365968
01692	Senior Psychologist	266	4.62%	\$34.582899	1.16%	\$34.982331	1.16%	\$35.381764	1.16%	\$35.790423
05233	Senior Psychologist-NE	266	4.62%	\$34.582899	1.16%	\$34.982331	1.16%	\$35.381764	1.16%	\$35.790423
01693	Senior Public Defenders Invest	755	0.00%	\$36.262180	0.00%	\$36.262180	0.00%	\$36.262180	0.00%	\$36.262180
01117	Senior Public Hlth Nutritionst	160	6.95%	\$28.830086	1.74%	\$29.331009	1.74%	\$29.831931	1.74%	\$30.350261
00919	Senior Public Works Inspector	605	4.21%	\$31.207846	1.05%	\$31.536309	1.05%	\$31.864771	1.05%	\$32.200148
01697	Senior Rehab Therapist	320	11.67%	\$35.480925	2.92%	\$36.516081	2.92%	\$37.551237	2.92%	\$38.646794
00786	Senior Sheriff Cust Rec Sprvsr	640	12.25%	\$21.589830	3.06%	\$22.251019	3.06%	\$22.912207	3.06%	\$23.613893
00789	Senior Sheriff Int & Rls Spec	640	12.25%	\$18.692574	3.06%	\$19.265034	3.06%	\$19.837494	3.06%	\$20.445017
00500	Senior Sheriff Records Spec	640	12.25%	\$17.802520	3.06%	\$18.347722	3.06%	\$18.892924	3.06%	\$19.471520
00497	Senior Sheriff Records Sprvsr	640	12.25%	\$21.589830	3.06%	\$22.251019	3.06%	\$22.912207	3.06%	\$23.613893
00758	Senior Transportation Analyst	340	5.41%	\$32.424143	1.35%	\$32.862680	1.35%	\$33.301216	1.35%	\$33.751615
01364	Sheriff Cadet I	640	12.25%	\$11.690891	3.06%	\$12.048925	3.06%	\$12.406958	3.06%	\$12.786921
01365	Sheriff Cadet II	640	12.25%	\$13.200995	3.06%	\$13.605275	3.06%	\$14.009556	3.06%	\$14.438599
00787	Sheriff Custody Records Sprvsr	640	12.25%	\$20.561766	3.06%	\$21.191470	3.06%	\$21.821174	3.06%	\$22.489448
00790	Sheriff Fingerprint Specialist	640	12.25%	\$18.247480	3.06%	\$18.806309	3.06%	\$19.365138	3.06%	\$19.958196
00788	Sheriff Intake & Release Spec	640	12.25%	\$17.389233	3.06%	\$17.921778	3.06%	\$18.454324	3.06%	\$19.019487
00498	Sheriff Records Division Spvsr	640	12.25%	\$24.045226	3.06%	\$24.781611	3.06%	\$25.517996	3.06%	\$26.299485
00501	Sheriff Records Specialist I	640	12.25%	\$14.672999	3.06%	\$15.122360	3.06%	\$15.571720	3.06%	\$16.048604
00502	Sheriff Records Specialist II	640	12.25%	\$16.560989	3.06%	\$17.068169	3.06%	\$17.575350	3.06%	\$18.113595
00499	Sheriff Records Supervisor	640	12.25%	\$19.582360	3.06%	\$20.182070	3.06%	\$20.781780	3.06%	\$21.418222
00582	Small Claims Advisor	83	3.11%	\$24.139729	0.78%	\$24.327415	0.78%	\$24.515102	0.78%	\$24.705707

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
01791	Social Worker I	400	3.36%	\$18.323185	0.84%	\$18.477100	0.84%	\$18.631015	0.84%	\$18.787515
01790	Social Worker II	400	3.36%	\$21.077796	0.84%	\$21.254849	0.84%	\$21.431903	0.84%	\$21.611931
01789	Social Worker III	400	3.36%	\$22.590218	0.84%	\$22.779976	0.84%	\$22.969734	0.84%	\$23.162679
01788	Social Worker IV	400	3.36%	\$25.328086	0.84%	\$25.540842	0.84%	\$25.753598	0.84%	\$25.969928
00136	Speech Pathologist	320	11.67%	\$28.687951	2.92%	\$29.524922	2.92%	\$30.361893	2.92%	\$31.247701
01799	Staff Conservationist	170	5.89%	\$32.160205	1.47%	\$32.633764	1.47%	\$33.107323	1.47%	\$33.594828
01744	Staff Geologist	170	5.89%	\$36.872584	1.47%	\$37.415533	1.47%	\$37.958482	1.47%	\$38.517420
01802	Staff Psychologist	266	4.62%	\$31.437274	1.16%	\$31.800375	1.16%	\$32.163475	1.16%	\$32.534963
01707	Staff/Services Specialist I	83	3.11%	\$33.405990	0.78%	\$33.665722	0.78%	\$33.925453	0.78%	\$34.189224
01708	Staff/Services Specialist II	83	3.11%	\$35.920478	0.78%	\$36.199760	0.78%	\$36.479041	0.78%	\$36.762666
02075	Supervising Accounting Ofr I	60	0.00%	\$32.773313	0.00%	\$32.773313	0.00%	\$32.773313	0.00%	\$32.773313
02074	Supervising Accounting Ofr II	60	0.00%	\$34.412043	0.00%	\$34.412043	0.00%	\$34.412043	0.00%	\$34.412043
02073	Supervising Accounting Ofr III	60	0.00%	\$36.132529	0.00%	\$36.132529	0.00%	\$36.132529	0.00%	\$36.132529
01860	Supervising Agricultural Insp	100	1.08%	\$28.821594	0.27%	\$28.899412	0.27%	\$28.977231	0.27%	\$29.055469
00244	Supervising Animal Control Ofr	505	5.44%	\$21.438039	1.36%	\$21.729596	1.36%	\$22.021154	1.36%	\$22.320641
00960	Supervising Appraiser	121	1.71%	\$35.432212	0.43%	\$35.583685	0.43%	\$35.735157	0.43%	\$35.887925
00977	Supervising Assessor's Tech	121	1.71%	\$25.129296	0.43%	\$25.236724	0.43%	\$25.344151	0.43%	\$25.452498
00980	Supervising Auditor-Appraiser	121	1.71%	\$35.432212	0.43%	\$35.583685	0.43%	\$35.735157	0.43%	\$35.887925
00065	Supervising Child Support Spec	710	1.59%	\$29.125310	0.40%	\$29.241083	0.40%	\$29.356856	0.40%	\$29.473550
00631	Supervising Chld Spt Dist Spec	60	0.00%	\$27.668251	0.00%	\$27.668251	0.00%	\$27.668251	0.00%	\$27.668251
00279	Supervising Data Entry Operatr	522	8.58%	\$17.376234	2.15%	\$17.748954	2.15%	\$18.121674	2.15%	\$18.510384
01566	Supervising Environ Hlth Spec	602A	7.72%	\$34.421570	1.93%	\$35.085906	1.93%	\$35.750243	1.93%	\$36.440222
01948	Supervising Forensic Scientist	180	0.00%	\$42.459051	0.00%	\$42.459051	0.00%	\$42.459051	0.00%	\$42.459051
00629	Supervising Hydrographer	602	7.72%	\$29.593321	1.93%	\$30.164472	1.93%	\$30.735623	1.93%	\$31.328821
01890	Supervising Microfilm Tech	522	8.58%	\$22.233199	2.15%	\$22.710101	2.15%	\$23.187003	2.15%	\$23.684364
00364	Supervising Nutrition Prog Wkr	620	3.30%	\$15.924058	0.83%	\$16.055431	0.83%	\$16.186805	0.83%	\$16.320346

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
00785	Supervising Public Def Invest	755	0.00%	\$40.291159	0.00%	\$40.291159	0.00%	\$40.291159	0.00%	\$40.291159
00487	Supervising Real Prop Agent	122	3.09%	\$33.959744	0.77%	\$34.222083	0.77%	\$34.484422	0.77%	\$34.750814
01367	Supervising Social Worker	400	3.36%	\$27.106896	0.84%	\$27.334594	0.84%	\$27.562292	0.84%	\$27.793815
01249	Supervising Therapist I	320	11.67%	\$39.002624	2.92%	\$40.140526	2.92%	\$41.278427	2.92%	\$42.482725
01251	Supervising Therapist II	320	11.67%	\$39.920611	2.92%	\$41.085295	2.92%	\$42.249979	2.92%	\$43.482622
01204	Supervising Weights & Msrs Ins	412	5.14%	\$28.254188	1.29%	\$28.617254	1.29%	\$28.980321	1.29%	\$29.352718
01478	Supervisor-Alcohol/Drg Programs	400	3.36%	\$28.601684	0.84%	\$28.841938	0.84%	\$29.082192	0.84%	\$29.326483
00275	Supervisor-Hospital Spprt Svcs	671	4.76%	\$18.633730	1.19%	\$18.855471	1.19%	\$19.077213	1.19%	\$19.304232
01379	Supervisor-Laundry Services	671	4.76%	\$18.633730	1.19%	\$18.855471	1.19%	\$19.077213	1.19%	\$19.304232
01954	Supervisor-Photo/Imag Svcs	141	10.93%	\$25.202689	2.73%	\$25.891352	2.73%	\$26.580016	2.73%	\$27.306315
01956	Supervisor-Public Safety Disp	524	6.06%	\$25.473836	1.52%	\$25.859765	1.52%	\$26.245693	1.52%	\$26.643315
01137	Supervisor-Public Works Maint	671	4.76%	\$27.874633	1.19%	\$28.206341	1.19%	\$28.538049	1.19%	\$28.877652
01001	Supervisor-Sheriff Food Svcs	620	3.30%	\$24.989479	0.83%	\$25.195642	0.83%	\$25.401805	0.83%	\$25.611370
01468	Supp Staff Prog Assoc-Rehab	n/a	0.00%	\$56.447863	0.00%	\$56.447863	0.00%	\$56.447863	0.00%	\$56.447863
01916	Survey Engineer I	170	5.89%	\$26.743178	1.47%	\$27.136971	1.47%	\$27.530765	1.47%	\$27.936155
01917	Survey Engineer II	170	5.89%	\$31.903735	1.47%	\$32.373517	1.47%	\$32.843300	1.47%	\$33.326918
01918	Survey Engineer III	170	5.89%	\$34.882624	1.47%	\$35.396271	1.47%	\$35.909917	1.47%	\$36.438691
01919	Survey Engineer IV	170	5.89%	\$38.716026	1.47%	\$39.286119	1.47%	\$39.856213	1.47%	\$40.443096
01924	Survey Technician I	602	7.72%	\$21.711628	1.93%	\$22.130662	1.93%	\$22.549697	1.93%	\$22.984906
01925	Survey Technician II	602	7.72%	\$23.258173	1.93%	\$23.707056	1.93%	\$24.155938	1.93%	\$24.622148
01926	Survey Technician III	602	7.72%	\$24.787341	1.93%	\$25.265737	1.93%	\$25.744132	1.93%	\$26.240994
01927	Survey Technician IV	602	7.72%	\$26.932059	1.93%	\$27.451848	1.93%	\$27.971636	1.93%	\$28.511489
00312	Surveyor I	170	5.89%	\$26.742788	1.47%	\$27.136576	1.47%	\$27.530363	1.47%	\$27.935748
00313	Surveyor II	170	5.89%	\$31.903365	1.47%	\$32.373142	1.47%	\$32.842919	1.47%	\$33.326531
00314	Surveyor III	170	5.89%	\$34.882212	1.47%	\$35.395853	1.47%	\$35.909493	1.47%	\$36.438260
00315	Surveyor IV	170	5.89%	\$38.715865	1.47%	\$39.285956	1.47%	\$39.856047	1.47%	\$40.442928

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
02016	Systems Associate-LB I	n/a	0.00%	\$65.563620	0.00%	\$65.563620	0.00%	\$65.563620	0.00%	\$65.563620
02017	Systems Associate-LB II	n/a	0.00%	\$92.881795	0.00%	\$92.881795	0.00%	\$92.881795	0.00%	\$92.881795
02018	Systems Associate-LB III	n/a	0.00%	\$120.199970	0.00%	\$120.199970	0.00%	\$120.199970	0.00%	\$120.199970
00566	Technical Specialist III-PH	83	3.11%	\$17.899474	0.78%	\$18.038642	0.78%	\$18.177811	0.78%	\$18.319143
00567	Technical Specialist III-PI	83	3.11%	\$18.044313	0.78%	\$18.184608	0.78%	\$18.324902	0.78%	\$18.467378
00563	Technical Specialist II-PH	83	3.11%	\$15.513736	0.78%	\$15.634355	0.78%	\$15.754975	0.78%	\$15.877470
00564	Technical Specialist II-PI	83	3.11%	\$15.646473	0.78%	\$15.768124	0.78%	\$15.889776	0.78%	\$16.013319
00560	Technical Specialist I-PH	83	3.11%	\$13.445105	0.78%	\$13.549641	0.78%	\$13.654176	0.78%	\$13.760338
00561	Technical Specialist I-PI	83	3.11%	\$13.567160	0.78%	\$13.672645	0.78%	\$13.778129	0.78%	\$13.885254
00569	Technical Specialist IV-PH	83	3.11%	\$21.664639	0.78%	\$21.833082	0.78%	\$22.001524	0.78%	\$22.172586
00572	Technical Specialist IV-PI	83	3.11%	\$21.853510	0.78%	\$22.023421	0.78%	\$22.193332	0.78%	\$22.365885
01504	Telecom Network Analyst I	141	10.93%	\$19.802265	2.73%	\$20.343362	2.73%	\$20.884459	2.73%	\$21.455127
01505	Telecom Network Analyst II	141	10.93%	\$26.256760	2.73%	\$26.974226	2.73%	\$27.691692	2.73%	\$28.448367
01506	Telecom Network Analyst III	141	10.93%	\$35.333893	2.73%	\$36.299392	2.73%	\$37.264890	2.73%	\$38.283153
01503	Telecom Network Supervisor	141	10.93%	\$30.582379	2.73%	\$31.418043	2.73%	\$32.253706	2.73%	\$33.135039
01945	Therapeutic Dietitian	160	6.95%	\$22.601939	1.74%	\$22.994648	1.74%	\$23.387356	1.74%	\$23.793712
00761	Tire Specialist	671	4.76%	\$18.450905	1.19%	\$18.670471	1.19%	\$18.890037	1.19%	\$19.114828
00197	Transportation Analyst	340	5.41%	\$30.898455	1.35%	\$31.316357	1.35%	\$31.734258	1.35%	\$32.163464
00352	Veterans Claims Officer I	400	3.36%	\$17.262676	0.84%	\$17.407682	0.84%	\$17.552689	0.84%	\$17.700132
00353	Veterans Claims Officer II	400	3.36%	\$21.313533	0.84%	\$21.492567	0.84%	\$21.671600	0.84%	\$21.853642
00436	Veterans Services Officer	400	3.36%	\$31.790178	0.84%	\$32.057215	0.84%	\$32.324253	0.84%	\$32.595777
00584	Victim Advocate I	400	3.36%	\$18.173454	0.84%	\$18.326111	0.84%	\$18.478768	0.84%	\$18.633990
00585	Victim Advocate II	400	3.36%	\$19.483356	0.84%	\$19.647016	0.84%	\$19.810676	0.84%	\$19.977086
00586	Victim Advocate III	400	3.36%	\$21.808190	0.84%	\$21.991379	0.84%	\$22.174568	0.84%	\$22.360834
02050	Wastewater Operator	602	7.72%	\$28.275436	1.93%	\$28.821152	1.93%	\$29.366868	1.93%	\$29.933648
02064	Water & Wastewater Lab Tech	602	7.72%	\$19.820939	1.93%	\$20.203483	1.93%	\$20.586027	1.93%	\$20.983338

Job Code	Classification	Cluster	MBA	Current Max/Hour	25% of MBA	Salary on 7/3/2005	25% of MBA	Salary on 7/2/2006	25% of MBA	Salary on 12/17/2006
02058	Water & Wastewater Svc Asst	602	7.72%	\$16.806386	1.93%	\$17.130749	1.93%	\$17.455112	1.93%	\$17.791996
02063	Water & Wastewater Svc Sprvr	602	7.72%	\$30.880564	1.93%	\$31.476559	1.93%	\$32.072554	1.93%	\$32.691554
02059	Water & Wastewater Svc Wkr I	602	7.72%	\$18.484514	1.93%	\$18.841265	1.93%	\$19.198016	1.93%	\$19.568538
02060	Water & Wastewater Svc Wkr II	602	7.72%	\$20.343149	1.93%	\$20.735772	1.93%	\$21.128395	1.93%	\$21.536173
02061	Water & Wastewater Svc Wkr III	602	7.72%	\$22.369931	1.93%	\$22.801671	1.93%	\$23.233410	1.93%	\$23.681815
02062	Water & Wastewater Svc Wkr IV	602	7.72%	\$25.183634	1.93%	\$25.669678	1.93%	\$26.155722	1.93%	\$26.660528
02057	Water & Wastewater Svc Wkr Trn	602	7.72%	\$15.270399	1.93%	\$15.565118	1.93%	\$15.859836	1.93%	\$16.165931
05245	Water Quality Analyst I	602	7.72%	\$27.169598	1.93%	\$27.693971	1.93%	\$28.218344	1.93%	\$28.762959
05246	Water Quality Analyst II	602	7.72%	\$30.925235	1.93%	\$31.522092	1.93%	\$32.118949	1.93%	\$32.738845
01201	Weights & Measures Inspec I	412	5.14%	\$21.553399	1.29%	\$21.830360	1.29%	\$22.107321	1.29%	\$22.391400
01202	Weights & Measures Inspec II	412	5.14%	\$23.693739	1.29%	\$23.998204	1.29%	\$24.302668	1.29%	\$24.614957
01203	Weights & Measures Inspec III	412	5.14%	\$25.439074	1.29%	\$25.765966	1.29%	\$26.092858	1.29%	\$26.428151
02111	WIC Nutrition Assistant I	285	3.55%	\$13.091558	0.89%	\$13.207746	0.89%	\$13.323933	0.89%	\$13.442183
02112	WIC Nutrition Assistant II	285	3.55%	\$16.656130	0.89%	\$16.803953	0.89%	\$16.951776	0.89%	\$17.102223
02113	WIC Nutrition Assistant III	285	3.55%	\$18.820418	0.89%	\$18.987449	0.89%	\$19.154480	0.89%	\$19.324476

APPENDIX B

LIST OF ARBITRATORS AS DESCRIBED IN SECTIONS 3104 (B) AND 3209

As per Sections 3104 (B) and 3209 of the Agreement, when choosing an arbitrator the parties intend to select one from an agreed upon group of professionals. As of the commencement of this Agreement, said group of professionals are:

Sara Adler
Mark Burstein
Bonnie Castrey
Walter Daugherty
Robin Matt
Michael Prihar
Phil Tamoush
Barry Winnegrad
Lou Zigman

A request to the California State Mediation and Conciliation Service for a list of its arbitrators is to be made only if the parties are unable to mutually select one of the above listed professionals to serve as the arbitrator of the instant dispute.

During the term of the Agreement arbitrators may be added to, or removed from, the above group. Mutual agreement is required for an arbitrator to be added to the group. Any arbitrator may be removed from the group by either party serving such notice on the other. Any such addition to and/or removal from the group shall be in writing through those agents listed in Article 36 of the Agreement.

APPENDIX C

EXTRA HELP/OPTIMUM CENSUS STAFFING OVERSIGHT COMMITTEE

The attached agreement was in effect during the 2001-05 Agreement and is incorporated in its entirety to the 2005-07 Agreement.

EXHIBIT A

AMENDMENT TO MEMORANDUM OF AGREEMENT

This Amendment to Memorandum of Agreement is entered into by the County of Ventura ("County") and the Service Employees International Union Local, 998 ("SEIU") based on the following recitals, terms and conditions.

RECITALS

A. The County and SEIU have entered into a labor agreement entitled Memorandum of Agreement between the County of Ventura and the Service Employees International Union (Local 998) 1996-1998 ("MOA"). The MOA applies only to persons employed in the classifications within the bargaining units identified in Article 3 of the MOA. The MOA does not apply to, and SEIU does not represent, extra help, intermittent, per diem or student workers.

B. The County and SEIU are currently in negotiations over a successor agreement to the MOA. The parties anticipate that the successor agreement will be completed and approved by the Board of Supervisors of the County ("Board") at the same time as this Amendment.

C. The parties desire to amend the MOA and the successor agreement in accordance with the terms of this Amendment. To that end, pursuant to the terms herein, this Amendment shall become a part of the MOA and its successor agreement and shall be attached thereto in the form of an appendix.

AGREEMENT

1. Upon execution of this Amendment, the parties agree to create an Extra Help/Optimum Census Staffing Oversight Committee. The Committee shall consist of the County's Human Resources Director, SEIU's Executive Director and two additional persons - one each to be appointed by the County and SEIU. The Committee shall review and monitor the County's compliance with Article 11 of the County of Ventura Personnel Rules and Regulations ("Personnel Rules") and Section 609 of the MOA.
2. The County agrees to provide SEIU with the following documents with respect to classifications of employees represented by SEIU:
 - A. A copy of each request as it is received by the Human Resources Department, for employment of an extra help employee per Section 1103 of the Personnel Rules.

- B. A bi-weekly report listing all extra help employees and the reasons for their continued employment.
 - C. A copy of any request for extension of an extra help appointment.
 - D. Copies, as they are received by the Human Resources Department, of initial requests for hiring of extra help, intermittent, per diem or student workers.
 - E. Bi-weekly printouts of the names, departments, classifications and hours worked for extra help, intermittent, per diem, student workers and Optimum Census Staffing workers in SEIU-represented classes.
 - F. Monthly report of existing eligibility lists for all classes represented by SEIU.
3. The County agrees to create and utilize standardized forms for the following operations:
- A. Initial requests for hiring extra help, intermittent, per diem or student workers.
 - B. Requests for extension.

These forms shall include for following:

- a. Name, department and classification of employee.
 - b. Date of hire.
 - c. Whether or not they were selected from an eligibility list.
 - d. If no eligibility list exists, has the department requested initiation of a recruitment process.
 - e. Specific and factual nature of the reasons for the use of the worker.
 - f. If covering for an employee on approved leave, the name of the employee, the reason for his absence and the anticipated length of the absence.
 - g. If the need is of an emergency nature, a factual description of the specific emergency.
 - h. If they are a student worker, whether or not management has verified that they are enrolled in school and taking the equivalent of at least 9 units of course work.
4. SEIU hereby approves of these forms in the form attached hereto as Exhibit 1 and incorporated herein.
5. With respect to the list of extra help, intermittent, per diem or student workers attached hereto as Exhibit 2 and incorporated herein, the County agrees that, within forty-five calendar days of the execution of this Agreement, it shall do one of the following:

- 1) Furnish SEIU with documentation which supports that the worker is employed in compliance with Article 11 of the Personnel Rules;
 - 2) Terminate the worker; or
 - 3) Hire the worker as a full time, regular employee.
6. Upon request of either party, the Extra Help/Optimum Census Staffing Oversight Committee shall meet as soon as practical to review questions or concerns regarding compliance with Article 11 of the Personnel Rules and Section 609 of the MOA.
7. If during or following a meeting called pursuant to section 6 above, SEIU does not agree that the County is appropriately using any individual(s) as extra help, per diem, intermittent or student worker, the County agrees to attempt to resolve the matter by submitting the matter to non-binding mediation conducted by a mediator from the State Conciliation Service. The mediator shall have no authority to resolve this dispute except by mutual agreement of SEIU and County. Each party shall bear their own costs and attorney fees incurred in this process, if any. If the parties do not resolve the dispute through mediation, the matter will be referred to the County's Chief Administrative Officer for final review.
8. Section 525 of the MOA shall apply to Optimum Census Staff employees.
9. In the event an Optimum Census Staff employee transitions to regular full-time employment, section 529 of the MOA shall apply to the Optimum Census Staff employee.

Dated 10th of November, 1998 at Ventura, California

For the County of Ventura

For Service Employees International
Union, Local 998

Signed by:

M. L. Koester
Chief Administrative Officer

Barry Hammitt
Executive Director

APPENDIX D

**LETTER REGARDING THE COUNTY'S INJURY AND ILLNESS PREVENTION
PROGRAM**

June 28, 2005

Jon Showalter
Service Employees International Union, Local 998
2472 Eastman Avenue, Unit #30
Ventura, CA 93003

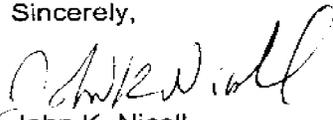
Dear Mr. Showalter:

The safety of the employees in our workplace is a shared concern of the County and the SEIU.

The County's Injury and Illness Prevention Plan is under the direction of the office of the Chief Executive Officer, Risk Management/Loss Prevention Program. The Loss Prevention staff will meet with SEIU; Local 998 staff and appropriate employee representatives on a quarterly basis to discuss on the implementation issues in the plan. This staff will meet and consult on issues with SEIU on areas of particular concern.

Please advise us whom you wish to appoint to this role. The first meeting will be in July 2005.

Sincerely,



John K. Nicoll
Chief Deputy Executive Officer

C: John Johnston, Chief Executive Officer
Tom Womack, Chief Deputy Executive Officer
Barbara Journet, Director – Human Resources
Joe Sanchez, Deputy Executive Officer
Ben Monterroso, Service Employees International Union, Local 998

Hall of Administration • 800 South Victoria Avenue, L #1970 • Ventura, CA 93009 • (805) 654-3197

Liability Claims
(805) 654-3126

Risk Services
(805) 654-3197

Industrial Relations
(805) 654-3196

Insurance
(805) 654-3127

Workers' Compensation
(805) 654-3197

FAX Number
(805) 648-9238



APPENDIX E

SIDE LETTER AGREEMENT REGARDING CLASSIFICATION STUDY

SIDE LETTER OF AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND THE
SERVICE EMPLOYEES' INTERNATIONAL UNION, SEIU, LOCAL 998

The County agrees to perform classification studies on Mental Health Associate, Community Services Worker I, II and III, and the Community Services Coordinator to be completed by December 1, 2005, unless the parties mutually agree to a later date.

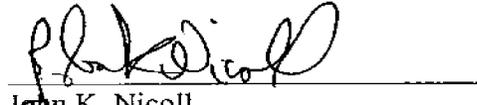
For SEIU, Local 998

For the County of Ventura



Jon Showalter
Chief Negotiator

Date 6-27-05



John K. Nicoll
Chief Deputy Executive Officer

Date 6/27/05

¹ Article 6, Section 610 – Per Diem Pool Employees previously titled Limited Benefit Employees

² Article 7, Section 701B – Rate of \$123.91 became effective December 31, 1995.

³ Article 7, Section 701C – Health Insurance for Optimum Census Staff employee was established February 13, 1996.

⁴ Article 8, Section 817 – Certification Pay for Clinical Coordinator became effective June 25, 2000.