

# **VENTURA REGIONAL SANITATION DISTRICT**

## **Personnel & Salary Ordinance**

Ordinance No. VRSD-97



Adopted December 4, 2005

Amended – Ordinance No. VRSD-103

December 4, 2008

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ORDINANCE NO. VRSD-97

AN ORDINANCE ESTABLISHING AND REGULATING  
THE COMPENSATION, APPOINTMENT AND CONDITIONS  
OF EMPLOYMENT OF EMPLOYEES OF THE  
VENTURA REGIONAL SANITATION DISTRICT

The Board of Directors of the Ventura Regional Sanitation District do ordain as follows:

GENERAL PROVISIONS

PART I - GENERAL PROVISIONS

Section 100 - Title and Purpose of Ordinance

This Ordinance shall be known and may be cited as the "Personnel & Salary Ordinance of the Ventura Regional Sanitation District." It implements the personnel program for the Ventura Regional Sanitation District.

Section 101 - Authority of General Manager

The General Manager, or his designee, is authorized, to promulgate appropriate administrative instructions for the purpose of providing the administrative policy and procedural direction necessary to implement policies, work programs, ordinances, and resolutions approved and adopted by the Board of Directors. Such administrative instructions shall be effective until rescinded by the General Manager. Nothing contained in the Personnel & Salary Ordinance shall limit the authority of the General Manager in any personnel matter, as provided by State or Federal law or District ordinance.

Section 102 - Administrative Clarification and Inadvertent Omissions

In the event any provision of this Ordinance needs clarification, the General Manager or his designee may issue administrative directives clarifying the intent of said provisions as enacted.

Section 103 - Delegation of General Manager's Authority

The General Manager may delegate any of his authority to appropriate personnel to facilitate the accomplishment of District work programs and activities. The General Manager shall retain ultimate authority and responsibility for such delegation actions taken as a result thereof.

Section 104 - Does Not Create a Contract

The Ordinance does not create any contract of employment, express or implied, or any rights on the nature of a contract.

#### Section 105 - Application

The Ordinance establishes the personnel system for the District. These rules shall apply to all employees of the District, except those employees excluded below or except where the Ordinance specifically provides otherwise. Excluded employees are the General Manager, Department Heads, Limited Term, and Extra Help employees.

The General Manager holds his position at the will of the Board of Directors. Department Heads, Limited Term and Extra Help employees hold their positions at the will of the General Manager.

#### Section 106 - At-Will Employment

Those classifications of employees set forth in Section 105 of this Ordinance are employed on an at-will basis. Employment at-will may be terminated without cause and without right of appeal.

#### Section 107 - Conflict with Memorandum of Understanding

If a provision of this Ordinance conflicts with a provision of an applicable Memorandum of Understanding entered into by the District and a recognized employee organization, to the extent of such conflict, the provisions of the Memorandum of Understanding shall be deemed controlling.

#### Section 108 - Gender

The use of the pronouns "he" and "his" within this Ordinance are to be read as encompassing both genders and are intended to be gender-neutral in their application.

## DEFINITIONS

### PART II - DEFINITIONS

#### Section 200 - Definitions

The definitions given in this part shall be used in the interpretation of this Ordinance unless another meaning for the word is apparent from the context.

#### Section 201 - Active Service

"Active Service" means active on-the-job performance of the duties of a position, including authorized absences, with the exception of:

- a. Leave of absence without pay.
- b. Part-pay leave for sickness or injury.

#### Section 202- Anniversary Date

"Anniversary Date" means the date upon which a step advance in salary becomes effective under the provisions of this Ordinance. The term "Vacation Anniversary Date" refers to specific dates in computing eligibility for vacation and sick leave benefits.

#### Section 203 - Appointing Authority

Except for positions appointed by the Board of Directors of the Ventura Regional Sanitation District, the General Manager or his designee, shall be the "Appointing Authority".

#### Section 204 - Board

"Board" means the Board of Directors of the Ventura Regional Sanitation District.

#### Section 205 - Compensatory Time Off

"Compensatory Time" off means time off with pay to which an employee is entitled in lieu of cash compensation for overtime earned.

#### Section 206 - Demotion

"Demotion" means a change of status of an employee from a position in one job classification to a position in another classification assigned a lower rate of pay.

#### Section 207 - Department Head

"Department Head" means the executive level position charged with broad program responsibilities that include directing the activities of a department.

#### Section 208 - District

"District" means the Ventura Regional Sanitation District.

#### Section 209 - Employees

"Employees" means a person employed by the Ventura Regional Sanitation District. It does not include the Board.

#### Section 210 - Extra Help Employee

"Extra Help Employee" means a person temporarily employed by the District in an extra help position because the workload is too great to be handled expeditiously by employees in regular positions. Such employees serve at the will of the District. Extra Help employees are not entitled to any benefits set forth in this Ordinance, including, but not limited to, vacation, sick pay, health insurance and merit pay.

#### Section 211 - Extra Help Position

"Extra Help Position" means a position intended to be occupied on less than a year-round basis to cover seasonal peak workloads, emergency extra workloads of limited duration, necessary vacation relief, to handle a specific assignment requiring specialized skills and other situations involving a fluctuating staff.

#### Section 212 - General Manager

"General Manager" means the General Manager of the Ventura Regional Sanitation District, or any other person designated by the General Manager to act in his place.

#### Section 213 - Holidays

"Holidays" means those days designated and authorized by Resolution adopted by the Board of Directors of this District or those days designated and authorized in Section 401 and 402 herein.

#### Section 214 - Immediate Family

"Immediate Family" means an employee's mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, spouse, grandparent, grandchild, and child by birth, marriage, registered domestic partner, foster or guardian relationship.

#### Section 215 - Leave of Absence

"Leave of Absence" means authorized absence from duties with or without pay.

#### Section 216 - Limited Term Employee

"Limited Term Employee" means a person temporarily employed by the District for work on a specific limited term project with a duration of less than two years. Limited term employees are entitled to benefits provided by the District, including vacation, sick leave and health benefits, however a limited term employee shall not be entitled to receive merit increase or incentive pay as provided for in this Ordinance."

#### Section 217 - Overtime

"Overtime" means hours assigned to be worked and actually worked (except for authorized rest periods) in excess of the number of hours established as the full-time service for the classification.

#### Section 218 - Performance Appraisal Report

"Performance Appraisal Report" means the formal periodic evaluation of the work performance of probationary, regular full-time and regular part-time employees.

#### Section 219 - Position

"Position" means an aggregation of tasks and responsibilities assigned to an employee (or group of employees).

#### Section 220 - Probationary Employee

"Probationary employee" means an employee who is serving a probationary period pursuant to Section 316 of this Ordinance. Probationary employees are entitled to benefits provided by the District including leave benefits, health benefits and enrollment in the retirement system.

#### Section 221 - Promotion

"Promotion" means upgrading from a position of one classification to a position of another classification having higher duties and responsibilities and a higher maximum rate of pay.

#### Section 222 - Regular Employee

"Regular Employee" means a full-time employee or part-time employees, who successfully completed the probationary period, but does not include an extra help or limited term employee.

#### Section 223 - Regular Full-time Employee

"Regular Full-time Employee" means an employee who has successfully completed his probationary period and who regularly works a minimum of forty (40) hours per workweek.

#### Section 224 - Regular Part-time Employee

"Regular Part-time Employee" means an employee who has successfully completed his probationary period and who regularly works less than forty (40) hours per week but at least twenty (20) hours per week.

#### Section 225 - Salary

"Salary" means the base salary amount identified by the range and step for a particular position classification included in the Basic Salary Schedule and Position Classification Plan - established by a resolution of the Board.

#### Section 226 - Salary Advancement

"Salary Advancement" means a salary increase based on satisfactory performance and approved by the General Manager.

#### Section 227 - Section

"Section" means a section of this Ordinance unless specified otherwise.

#### Section 228 - Service Year

"Service Year" means the rendition of twelve (12) months of service to the District.

#### Section 229 - Administrative Instructions

"Administrative Instructions" means any rule or regulation promulgated by the General Manager, or his designee, to implement policies adopted by the Board of Directors and to provide administrative direction, control and procedures for all activities within the scope of the General Manager's authority and responsibility.

#### Section 230 - Disciplinary Action

"Disciplinary Action" means oral reprimand, written reprimand, suspension, reduction in pay, demotion, disciplinary transfer, and/or dismissal.

#### Section 231 - Sick Leave

"Sick Leave" means time taken by an employee in the event of personal illness, illness in the employee's immediate family, or employee visits to doctors, dentists, and other technicians or professionals prescribed by such doctors and dentists.

#### Section 232 - Independently-Represented

"Independently-represented" means employees in position classifications not formally designated as being represented by a recognized employee organizations pursuant to the District's Employer-Employee Relations Resolution.

## GENERAL REGULATIONS

### PART III - GENERAL REGULATIONS

#### Section 300 - Application of Ordinance

The hiring, separation, and all personnel actions involving employees shall be completed in accordance with this Ordinance, applicable policies adopted by the Board of Directors and administrative instructions promulgated by the General Manager.

#### Section 301 - Establishment of Working Hours

Except as may be otherwise provided, an employee's regular workday and workweek shall be established by the General Manager.

#### Section 302 - Work Schedule

It is the duty of the General Manager to arrange the work of the District so that each regular employee therein shall work not more than the number of days the employee is regularly scheduled to work in each work period, except that he may require any employee in the District to temporarily perform service in excess of his regularly scheduled days when public necessity or convenience so requires.

#### Section 303 - Underfilling Positions

A vacant position classified at one level may be filled at that or any lower level class at the discretion of the General Manager.

#### Section 304 - Extra Help Employment Limitations

No person shall be employed as an extra help employee or in an extra help position for any purpose for more than 520 hours in any one fiscal year. The General Manager, or his designee, shall have the authority to extend the extra help employment limitation as provided hereinabove up to an additional 520 hours in any one fiscal year. The Board of Directors may grant special authorization to further extend extra help employment periods upon receiving written justification therefore from the General Manager.

#### Section 305 - Employment of Relatives

The General Manager shall not employ nor continue to employ a member of his immediate family in the District. The term "immediate family" is defined in Section 214 of this Ordinance.

No person shall be appointed or promoted to a position in the District in which a member of such person's immediate family already holds a position, when such employment would result in any of the following:

- a. A supervisor-subordinate relationship;

- b. The employees having job duties which require performance of shared duties on the same or related work assignment;
- c. Both employees having the same immediate supervisor.

If a District employee marries another person employed by the District within the same department, both employees shall be allowed to retain their respective positions provided that a supervisorial relationship does not exist at the time of marriage between these two positions.

The District also retains the right to refuse to place both spouses in the same department, division or facility where such has the potential to create an adverse impact on supervision, safety, security, or morale or involves potential conflicts of interest.

#### Section 306 - Conflict of Interest

An employee shall not engage in any profession, trade, business or occupation whatsoever for any person, firm or corporation, or governmental agency, or be so engaged in his own behalf, which profession, trade, business or occupation is incompatible or involves a direct or indirect conflict of interest with his duties, functions or responsibilities as a District employee.

#### Section 307 - Outside Employment

Any employee wishing to engage in an occupation or outside activity for compensation shall inform his Department Head of such desire, providing information as to the time required and the nature of the activity, and such other information as may be required. No such activity shall occur during an employee's regularly scheduled hours.

#### Section 308 - Use of District Equipment

No District-owned equipment, autos, trucks, instruments, tools, supplies, machines, computers, or any other item which is the property of the District shall be used by an employee while said employee is engaged in any outside employment or activity for compensation or otherwise, except upon prior written approval of the General Manager, or his designee.

No employee shall allow any unauthorized person to rent, borrow, or use any of the District owned items.

#### Section 309 - Bereavement

In the event of a death in the immediate family as that term is defined in Section 214 of the Ordinance every regular employee shall be entitled to up to three (3) days for bereavement leave. This leave shall not be charged against the employee's comprehensive annual leave, vacation or sick leave. An employee taking bereavement leave shall be entitled to the leave if the employee furnishes proof as required by the appointing authority that the absence was due to such cause.

## Section 310 - Grievance Procedure

### 1. Definitions

- a. A "grievance" is a written allegation by an employee, submitted as herein specified, claiming the employee was adversely affected by a misapplication of the express terms of the Personnel & Salary Ordinance or a written collective bargaining agreement applicable to the employee.
- b. A "grievant" is an employee or group of employees.
- c. A "day" is a calendar day.

### 2. Grievance Procedure Exclusions

- a. The grievance procedure is not to be used for the purpose of changing the content of the Personnel & Salary Ordinance or the content of a collective bargaining agreement.
- b. The grievance procedure is not to be used to challenge the content of employee evaluations or performance reviews.
- c. The grievance procedure is not to be used in cases of oral or written reprimand. It is also not to be used in cases of reduction in pay, demotion, suspensions, or dismissal as these are addressed in Section 322.
- d. The grievance procedure is not to be used to challenge examinations or appointment to positions.

### 3. Informal Resolution

- a. A grievant must, within ten (10) days from the initial date of the event giving rise to the grievance, inform and discuss the grievance with his immediate Supervisor or his designee in order to endeavor in good faith to resolve the matter expeditiously and informally.
- b. If such informal discussion does not resolve the grievance to the grievant's satisfaction, he may file a formal grievance in accordance with the procedures set forth herein.

### 4. Time Lines

- a. Grievances must be presented for resolution within the time frames which apply to each level in this grievance procedure. If the grievant fails to appeal from one level to the next level within the time limitation established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subjected to further appeal or reconsideration. If the grievant does not receive a response within the prescribed time limits, the grievance automatically goes on to the next step.
- b. Any level of review or any time limits may be waived or extended only by mutual written agreement between the grievant (or his authorized representative) and the General Manager or his designee.

### 5. Contents of Grievance

The grievant must set forth the following information:

- a. The specific section of this Ordinance, the Personnel Rule(s) or the collective bargaining agreement allegedly misapplied.
- b. The specific act or omission which gave rise to the alleged misapplication.
- c. The date or dates on which the misapplication occurred.
- d. What documents, witnesses or other evidence support the grievant's assertion.
- e. The remedy requested.
- f. Signature of aggrieved employee and date.

A grievant's failure to provide the required information shall result in the prompt return of the written formal grievance to the employee for completion. Any delay on the part of the grievant to resubmit his grievance shall not extend the time limits for submittal of a grievance, except by written approval of the appropriate Department Head.

## 6. Grievance Process

Grievances shall be processed in the following manner:

### Level One:

If the matter is not resolved at the informal resolution stage, the employee may within ten (10) days after the informal resolution discussion, present his grievance in writing to his immediate supervisor. The immediate supervisor shall consider the grievance and answer the employee's grievance in writing within ten (10) days after its receipt.

### Level Two:

If the matter is not resolved at Level One, the grievant may, within ten (10) days after receipt of the written answer, appeal his grievance to his Department Head. The Department Head, or his designee, shall discuss the grievance with the grievant, the grievant's representative, if any, and with other appropriate persons. The Department Head shall answer the grievance in writing within ten (10) days after receipt of the grievance.

### Level Three:

If the Department Head's response does not result in resolution of the grievance, the following procedures shall apply:

- a. The grievant may appeal the grievance to advisory arbitration by presenting the formal grievance information to the Human Resources Office within ten (10) days of the employee's receipt of the Department Head's response to the grievance.
- b. The District and the grievant shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either the District or the grievant may request the State Mediation and Conciliation Service to submit to them a list of seven arbitrators who have had experience in the public sector. They shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

- c. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties.
- d. The arbitrator shall be bound by the following:
  - (1) The arbitrator shall neither add to, detract from, nor modify the language of the applicable collective bargaining agreement or of District rules and regulations in considering any issue properly before them.
  - (2) The arbitrator shall expressly confine himself to the precise issues raised by the grievance and submitted to him, and shall have no authority to consider any other issue not so submitted.
  - (3) Any monetary award in favor of the grievant is limited to lost wages suffered, measured from the date of the grievance forward. In no event shall the arbitrator award any other type of monetary award, including, but not limited to attorneys' fees.
- e. Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the grievant and to the General Manager.
- f. The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties incurring them.

Level Four:

The General Manager shall, within ten (10) days of receipt of the arbitrator's written findings and advisory recommendation, make the final and binding determination of the grievance and submit it in writing to the grievant and his designated representative.

7. Right to Representation

The grievant may be represented by the union, an attorney or one representative from the District staff. If the representative is a fellow employee, said employee will receive time off from his work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting or arbitration, the grievant shall inform the Human Resources Office whether he will be represented at the grievance meeting or arbitration and identify his representative.

8. No Reprisal

No employee shall be penalized or retaliated against in any way for availing himself of the grievance process.

Section 311 - Proof of Sickness or Injury

Employees absent on account of sickness, injury or for non-emergency medical or dental care, or because of death or critical illness of a close relative shall be paid only upon furnishing the appointing authority with satisfactory proof as required by the appointing authority that the absence was due to such causes. The District may require a doctor's note for any absence in which an employee uses sick leave.

### Section 312 - Political Activity

No employee shall engage or participate in political activity of any kind during his regular working hours. No non-employee shall be permitted to enter or remain in or on District property, buildings or structures for the purpose of making, demanding or giving notice of any political activity or subscription. No employee shall be discriminated or retaliated against for engaging in political activities outside of regular working hours.

### Section 313 - General Family Medical Leave

The District provides (1) family care and medical leave for up to 12 weeks per year in accordance with California's Family Rights Act and the federal Family & Medical Leave Act of 1993; (2) pregnancy leave for up to four months in accordance with the California Fair Employment & Housing Act (FEHA); (3) disability leave as required under the Americans with Disabilities Act (ADA) or the FEHA and (4) leave for other absences authorized by the District.

### Section 314 - Military Leaves of Absence

Military leave shall be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose shall provide his Department Head, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Department Head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

### Section 315 - Performance Appraisal Report

Every regular full-time and regular part-time employee and Department Heads who serve at the will of the General Manager shall be given a formal evaluation of job performance at least annually and such evaluation shall be discussed with the employee. The purpose of the performance appraisal report is to assist employees in achieving maximum work capacity, and planning the employee's future development. The performance appraisal report is also used to provide a basis for employee selection and advancement, to identify employees who need improvement, and to recognize employees with above standard work performance.

An employee must have a satisfactory performance appraisal report in order to be eligible for a merit salary increase or promotion. Deficiencies in performance by an employee may result in a decrease in salary, suspension, demotion or dismissal. The employee shall sign the performance appraisal report to acknowledge its contents. Such signature shall not necessarily mean that the employee agrees with the contents of said report. Performance appraisal reports shall not be subject to any grievance or appeal procedure.

### Section 316 - Probationary Period

All original and promotional appointments shall be tentative and subject to a probationary period of six (6) calendar months of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the number of days the employee is on leave.

Employees assigned supervisory and/or managerial responsibility are subject to a probationary period of twelve (12) calendar months of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the number of days the employee is on leave.

The probationary period may be extended by the General Manager or his designee for a period of up to six (6) additional calendar months of actual and continuous service. If the General Manager or his designee determines that the probationary period should be extended, the probationary employee shall be given notice in writing prior to expiration of the original probationary period.

The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work to determine the employee's suitability for the position.

During the probationary period an employee may be rejected at any time without cause and without the right to appeal. Any promotional appointee who does not successfully complete the probationary period shall be placed in his former position, if the position is vacant at the time. If the employee's former position is not vacant the employee shall be placed on a re-hire list for that position for a period of six months.

The probationary period set forth herein shall apply to both part-time and full-time employees. At-will employees will not serve a probationary period as set forth in Section 106. At-will employees can be terminated at any time without cause and without right of appeal.

#### Section 317 - Changes in Basic Accounting Period

The employee compensatory and benefit sections of this ordinance utilize a calendar biweekly period as the basic accounting period for earnings of compensatory benefit accruals. Said basic accounting period may be modified at any time at the discretion of the General Manager, or his designee, providing such modification does not result in a higher total salary and benefit accrual for the fiscal year.

#### Section 318 - Physical Examinations

The General Manager or designee may require a medical examination during employment or prior to employment provided a conditional offer of employment has been made and all entering employees in the same job category are required to take the examination. An examination may be required in order to determine the medical fitness of an employee or prospective employee to perform the essential functions of his job and where the examination is job related and consistent with business necessity. The cost of such medical examination shall be borne by the District. All examinations shall be conducted by a duly licensed physician, psychologist or testing service approved by the General Manager, or designee.

#### Section 319 - Disciplinary Actions

Disciplinary action may be taken against a regular employee for cause. This section does not apply to probationary employees, at-will employees as defined in Section 105, extra help employees as defined in Section 210, or limited term employees as defined in Section 216. The extent of the disciplinary action taken shall be commensurate with the offense and the prior employment history of the employee. Cause may include violations or grounds set forth in Section 321 or any rules and/or regulations of the District.

### Section 320 - Kinds of Disciplinary Actions

The disciplinary actions that may be taken are dismissal, demotion, reduction in pay, suspension without pay, written reprimand and oral reprimand or any appropriate combination of these.

Suspension shall be a temporary separation from District service without pay for disciplinary purposes.

### Section 321 - Causes for Disciplinary Action

1. Failure to observe assigned working hours, e.g. tardiness or leaving early without prior approval.
2. Failure to observe precautions for personal safety, posted rules, signs, safety instructions, or to use protective clothing or equipment.
3. Careless workmanship resulting in waste of materials.
4. Inefficiency or failure to measure up to work standards or requirements.
5. Abuse of sick leave privileges, i.e. failure to present adequate documentation of illness when required; repeated absences before or after approved days off.
6. Unexcused absence from duty for one day, or more.
7. Failure or delay in carrying out orders, work assignments, or instructions of superiors; inattention of or dereliction of duty including loafing or wasting time.
8. Sleeping while on duty.
9. Disorderly conduct: fighting, threatening, attempting to inflict bodily injury to another, engaging in dangerous horseplay; or resisting competent authority.
10. Reporting for duty or being on duty under the influence of intoxicants (includes drinking in District buildings or on property owned or controlled by the District) or reporting for duty while intoxicated.
11. Reporting for duty or being on duty under the influence of unauthorized narcotics, barbiturates, or tranquilizers.
12. Loss or destruction of District property or the property of others, through carelessness.
13. Political activity in violation of the law or this Ordinance during assigned work hours or while on property owned or controlled by the District.
14. Unauthorized salvaging at District facilities.
15. Accepting compensation for personal services to the public while on property owned or controlled by the District or during work hours.
16. Reckless driving on District premises or reckless operation of District vehicle or heavy equipment.
17. Gambling or promotion of gambling on District premises.
18. Endangering the safety of or causing injury to employees through carelessness.

19. Unauthorized disclosure of confidential information as defined by law or by written directive of the General Manager.
20. Disrespectful conduct, use of insulting, abusive, or obscene language to or about other employees or the public.
21. Unauthorized use of District vehicles or equipment, such as automobiles, road graders, tools, computers, cell phones, etc.
22. Covering up or attempting to conceal defective work; removing or destroying same without permission.
23. Falsification, misstatement, or concealment of facts in connection with employment, promotion, any record, investigation, or other proper proceeding.
24. Making false or unfounded statements which are slanderous or defamatory about other employees or officials.
25. Damage to District equipment caused by failure to carry out required maintenance procedures.
26. Malicious damage to District property or to the property of others i.e., deliberate defacing of District signs, breaking of windows, dumping debris on private property or any other type of wanton destruction.
27. Insubordination or willful disobedience of a valid order.
28. Unauthorized or unlawful sale of intoxicants during assigned work hours or on property owned or controlled by District.
29. Unlawful selling of any prescription drug, including narcotics, barbiturates or tranquilizers during assigned work hours or on property owned or controlled by District.
30. Actual or attempted theft of District property or the property of others.
31. Immoral, indecent, or disgraceful conduct during assigned work hours or on property owned or controlled by District.
32. Carrying of firearms during assigned work hours or on property owned or controlled by the District.
33. Any other ground for which a supervisor believes it appropriate to impose discipline.

#### Section 322 - Procedures for Taking Disciplinary Action

This section shall apply to all employees except for those employees designated at-will pursuant to Section 105.

Disciplinary action shall be taken in compliance with the following procedures:

1. Notice of Intent

Whenever the District intends to suspend an employee for three days or more, demote the employee, reduce the employee in pay, or dismiss the employee, the District shall give the employee a written notice of proposed discipline which sets forth the following:

- a. The disciplinary action intended;
- b. The specific charges upon which the action is based;
- c. A summary of the facts upon which the charges are based;
- d. A copy of all written materials, reports, or documents upon which the discipline is based;
- e. Notice of the employee's right to respond to the charges either orally or in writing to the District;
- f. The date, time and person to whom the employee may respond within five (5) working days;
- g. Notice that failure to respond within the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

Other types of discipline such as oral reprimands or written reprimands shall not be subject to the procedures set forth in this Section.

## 2. Response by Employee

The employee shall have the right to respond to charges set forth in the written notice of proposed discipline orally or in writing. The employee shall have a right to be represented at any meeting set by the District to hear the employee's response. The employee's response shall be considered before final action is taken.

## 3. Final Notice

After the employee responds to the charges set forth in the written notice of proposed discipline, or the time to make such response expires, the District shall take one of the following actions: (1) dismiss the written notice of proposed discipline and take no disciplinary action against the employee, (2) modify the written notice of proposed discipline or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- a. The disciplinary action taken;
- b. The effective date of the disciplinary action taken;
- c. The specific charges upon which the action is based;
- d. A summary of the facts upon which the charges are based;
- e. The written materials, reports and documents upon which the disciplinary action is based;
- f. The employee's right to appeal.

## Section 323 - Disciplinary Appeal Hearing

This section shall apply to all employees except for those employees designated at-will pursuant to Section 105.

The appeal procedure described herein shall apply to cases of disciplinary suspension, reductions in pay, demotions and dismissals affecting regular employees.

#### 1. Request for Hearing

Within seven (7) working days after the employee's receipt of the final notice of disciplinary action, the employee (or the employee's representative) may file a written Request for an Appeal with the Human Resources Office. If the employee fails to submit a written Request for Appeal within the required time period, the District's actions shall be final and shall take effect as prescribed in the final notice of disciplinary action. If the employee does file a Request for Appeal within the required time period, the request must include the following information:

- a. An admission or denial of each charge set forth in the final notice of disciplinary action with an explanation of the reasons the charge is admitted or denied.
- b. A statement of any affirmative defenses the employee wishes to assert in response to the charges.
- c. A statement as to whether or not the employee agrees with the proposed penalty set forth in the final notice of disciplinary action with an explanation of the employee's position.
- d. The employee's current address.
- e. A request for a hearing.

Failure to provide any of the information set forth above may prevent processing the appeal.

#### 2. Selection of a Hearing Officer

Upon receipt of the request for an appeal, the employee or his representative and the employee's Department Head or his representative shall be notified by the Human Resources Office. The parties shall then have ten (10) days to select a hearing officer. If they are unsuccessful, the Human Resources Office shall request a list of seven hearing officers from the State Mediation and Conciliation Service. The parties shall select the hearing officer by alternately striking names from the list until one name remains. The employee shall strike first.

#### 3. Scheduling of Hearing

The appeal hearing shall be scheduled at least twenty (20) working days but no more than 45 working days from the date of the filing of the Request for Appeal. All interested parties shall be notified in writing of the day, time, and place of the hearing at least ten (10) working days prior to the hearing.

#### 4. Pre-Hearing Procedure

##### a. Subpoenas

The hearing officer is authorized to issue subpoenas at the request of either party prior to commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the hearing officer only for good cause.

##### b. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Office a list of all witnesses and a list and copy of all

exhibits. Neither party will be permitted to call during the hearing any witness not identified pursuant to this section nor use any exhibit not provided to the other party pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.

## 5. Record of Proceedings and Costs

### a. Court Reporter

All disciplinary appeal hearings may, at the discretion of either party, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audiotape. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court reporter, the cost will be split equally.

### b. Employee Witness Compensation

Employees of the District who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The hearing officer may direct that such employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless the District agrees to a different arrangement.

## 6. Conduct of the Hearing

- a. The hearing need not be conducted in accordance with technical rules of evidence and witnesses, but hearing shall be conducted in a manner most conducive to determination of the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- c. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- d. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- e. Irrelevant and unduly repetitious evidence may be excluded.
- f. The hearing officer shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the hearing officer shall not be invalidated by any informality in the proceedings.
- g. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon request of either party.

## 7. Burden of Proof

In a disciplinary appeal the District has the burden of proof by preponderance of the evidence.

## 8. Presentation of the Case

The hearing shall proceed in the following order unless the hearing officer for special reasons, directs otherwise:

- a. The party imposing discipline (District) shall be permitted to make an opening statement.
- b. The appealing party (employee) shall be permitted to make an opening statement, or reserve an opening statement until presentation of their case.
- c. The party imposing disciplinary action (District) shall produce its evidence.
- d. The party appealing from such disciplinary action (employee) shall produce his evidence.
- e. The party imposing discipline (District) followed by the appealing party (employee) may offer rebutting evidence.
- f. Closing arguments shall be permitted at the discretion of the hearing officer. The party with the burden of proof shall have the right to go first and to close the hearing by making the last argument. The hearing officer may place a time limit on closing arguments. The hearing officer or either party may request the submission of written briefs. If written briefs are requested by either of the parties, the hearing officer will determine whether to allow the parties to submit written briefs and, if so, to determine the maximum number of pages for such briefs.

#### 9. Written Findings and Recommended Decision

The hearing officer shall render his findings and recommended decision as soon after the conclusion of the hearing as possible, and in no event, later than twenty (20) working days after concluding the hearing, unless otherwise stipulated to by the parties.

The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. The hearing officer may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. If the hearing officer recommends reinstatement of a terminated employee, the employee shall be only entitled to back pay as set forth in the decision. At a maximum, such back pay shall be pay during the period of absence minus the sum the employee has earned during the period of absence. If a dismissal is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

#### 10. Fees and Expenses

The fees and expenses of the hearing officer and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

#### 11. Recommendations to the General Manager

The hearing officer's recommended decision is advisory to the General Manager. The recommended decision shall be filed with the charged employee, the Department Head and the General Manager, and shall set forth all findings and conclusions.

Any party wishing to contest the hearing officer's recommended decision may request, within ten (10) working days of the hearing officer's recommended decision, a transcript of the hearing for review by the General Manager. The party requesting the transcript shall pay the cost of the transcript. If both parties request a copy of the transcript, the cost shall be borne equally.

## 12. Final Action by General Manager

Within forty-five (45) days of the hearing officer's recommended decision, the General Manager shall ratify, modify or reverse the recommended decision. The decision of the General Manager shall be final. The General Manager's decision shall be transmitted to the employee and to his Department Head.

## 13. Judicial Review

### a. Petition for Writ of Mandate

Judicial review of any decision of the General Manager may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the Petition for Writ of Mandate is filed within the time limits specified in Section 1094.5.

### b. 90 Days from Final Decision

Pursuant to Code of Civil Procedure Section 1094.6, any Petition for Writ of Mandate shall be filed not later than the ninetieth (90th) day following the date on which the General Manager gives written notice of the final decision.

## CONDITIONS OF EMPLOYMENT

### PART IV - CONDITIONS OF EMPLOYMENT

#### HOLIDAYS

##### Section 400 - Holidays

Paid holidays shall be authorized only for regular employees. To be entitled to pay for such paid holidays, an employee must be entitled to pay for both the scheduled working days before and after such paid holiday. Employees who are eligible for a paid holiday will be compensated for eight (8) hours at the employee's regular rate of pay. An employee who would have been regularly scheduled to work in excess of eight hours on a paid holiday may request that the District deduct from the employees available accrued vacation or comprehensive annual leave to make up any difference between the employee's regularly scheduled workday and the eight (8) hours of compensation to which the employee is entitled under this policy.

Regular employees who work less than a full-time schedule shall receive paid holidays and paid floating holidays directly proportionate to a full-time assignment.

##### Section 401 - Paid Assigned Holidays

New Year's Day (January 1); Presidents' Day (third Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Veteran's Day (November 11); Thanksgiving Day (fourth Thursday in November); Christmas Day (December 25) and every day appointed by the Governor of the State for a public thanksgiving or holiday shall be paid assigned holidays.

When a paid holiday falls on an independently-represented employee's scheduled day off, the scheduled workday for that employee which is closest to the holiday shall be deemed to be the holiday in lieu of the day observed.

##### Section 402 - Paid Floating Holidays

Ventura Regional Sanitation District offices and facilities shall remain open on Martin Luther King, Jr. Day (third Monday in January); Lincoln's Birthday (February 12); the day following Thanksgiving; Christmas Eve (December 24); and New Year's Eve (December 31). All regular employees shall receive a day off in lieu of Martin Luther King, Jr. Day; a day off in lieu of Lincoln's Birthday; a day off in lieu of the day following Thanksgiving; a day off in lieu of Christmas Eve (December 24); and two hours off on New Year's Eve (December 31).

Regular employees shall be allowed, subject to advance supervisory approval, to take these holiday hours as time off with pay, provided, however, that the operation of a District facility shall not be impaired.

The days provided hereinabove are deemed floating holidays and may, when requested and approved, be taken on the date of each holiday or added to the accrued vacation or comprehensive annual leave of each employee.

### Section 403 - Work on Holidays

Any non-exempt regular employee as defined by Federal law who is required to work on a paid assigned holiday shall receive overtime credit for the time actually worked. Any regular employee whose regularly scheduled day off falls on a paid floating holiday, shall be entitled to eight (8) hours accrued to his vacation or comprehensive annual leave balance.

### COMPREHENSIVE ANNUAL LEAVE

#### Section 404 - Comprehensive Annual Leave Program

This section shall not apply to employees of the District who are covered by the Vacation and Sick Leave Policies.

The Comprehensive Annual Leave Program combines the time-off accruals for vacation and sick leave into one account.

Independently-represented employees earn Comprehensive Annual Leave time on a biweekly basis according to the following schedule. Regular part-time employees shall accrue Comprehensive Annual Leave time directly proportionate to a full-time assignment.

<u>Accruals per Years of Service</u>	<u>Accruals per Pay Period</u>	<u>Comprehensive Annual Leave In Days*</u>
Less than 5	6.75 hours	21.94
5 but less than 11	8.28 hours	26.91
11	8.59 hours	27.92
12	8.89 hours	28.89
13	9.20 hours	29.90
14	9.51 hours	30.91
15 or more	9.82 hours	31.92

\*Based on 8 hours per day, 26 pay periods per year.

#### Section 405 - Comprehensive Annual Leave Maximum Accrual

This section shall not apply to employees of the District who are covered by the Vacation and Sick Leave Policies.

Comprehensive Annual Leave may not be accumulated beyond the limits expressed below.

<u>Years of Service</u>	<u>Maximum Earnable Comprehensive Annual Leave</u>
Less than 5	360 hours
5 but less than 10	440 hours
10 or more	490 hours

#### Section 406 - Use of Comprehensive Annual Leave

Employees are expected to schedule Comprehensive Annual Leave time off in advance with the supervisor. Time away from work for urgent or emergency situations involving illness or injury is unscheduled and requires the employee to contact his supervisor as soon as possible, within the first 30 minutes of the scheduled start time. Excessive unscheduled time off will be subject to review.

Employees absent for three consecutive days on account of sickness, injury or non-emergency medical or dental care, or because of death or critical illness of an immediate family member shall be paid only upon furnishing the District with satisfactory proof that the absence was due to such causes. Notwithstanding the above, the District reserves the right to require substantiation (including, but not limited to, a doctor's certificate or a sworn affidavit), where abuse is suspected.

Employees may use accrued comprehensive annual leave in an amount not to exceed one half of their annual accrual to attend to an illness of a child, parent or spouse, domestic partner, or domestic partner's child.

#### Compensation

While using Comprehensive Annual Leave, employees shall be compensated at the same salary rate they would have received if they had been on the job.

#### Holidays

If a paid holiday falls within a time period when the employee is using comprehensive annual leave credits, the holiday shall not be charged to Comprehensive Annual Leave.

#### Leave of Absence Without Pay

An employee who is on Leave of Absence Without Pay shall not accrue Comprehensive Annual Leave credits. At the District's discretion, all Comprehensive Annual Leave may be required to be exhausted before an employee may be placed on Leave of Absence Without Pay.

#### Termination Pay-Off

All accrued Comprehensive Annual Leave credits shall be paid at the employee's regular rate of pay at the time of termination, death, or retirement.

#### Redemption

The Comprehensive Annual Leave (CAL) Redemption Program sets forth a "cash out" provision allowing employees the flexibility to "cash out" a portion of accrued but unused CAL hours. An administrative instruction will establish the specific criteria and procedures of the program.

### VACATION

#### Section 407 - Vacation Policy

This section shall not apply to employees of the District who are covered by the Comprehensive Annual Leave Program.

Paid vacations shall be authorized only for regular employees. Annual vacation time is accrued on a biweekly basis commencing with the employee's initial anniversary date, or with the first anniversary date assigned an employee during his latest period of District employment. Vacation time is earned according to the following schedule. Regular employees who work less than a full-time schedule shall accrue vacation time directly proportionate to a full-time assignment.

<u>Accruals per Years of Service</u>	<u>Accruals per Pay Period</u>	<u>Vacation In Days</u>
Less than 5	3.07 hours	9.98
5 but less than 11	4.60 hours	14.95
11	4.91 hours	15.96
12	5.21 hours	16.94

<u>Accruals per Years of Service</u>	<u>Accruals per Pay Period</u>	<u>Vacation In Days</u>
13	5.52 hours	17.94
14	5.83 hours	18.95
15 or more	6.14 hours	19.96

\*Based on 8 hours per day, 26 pay periods per year.

#### Section 408 - Vacation Credits May Not be Accumulated Beyond the Limits Expressed Below

This section shall not apply to employees of the District who are covered by the Comprehensive Annual Leave Program.

<u>Years of Service</u>	<u>Maximum Earnable Vacation Credits</u>
Less than 5	200 hours
5 but less than 10	280 hours
10 or more	400 hours

When the employee reaches the maximum accrual he shall cease earning vacation until accrued vacation is used and the employee's accrued vacation time is less than the maximum. The maximum earnable vacation credits shall, include service in another public agency from which employees transferred en masse to the District pursuant to a transfer agreement.

#### Section 409 - Scheduling Vacation Maximum

This section shall not apply to employees of the District who are covered by the Comprehensive Annual Leave Program.

The appointing authority and employee shall be responsible for scheduling vacation leave with due consideration to the desires of the employee and operational needs of the department. Employees may utilize accrued vacation, with the approval of the appointing authority, any time after the first six months of consecutive service. Based upon operational needs or employee preference, the use of vacation leave earned in a given year may be deferred to the following year. Within a calendar year, vacations may be allowed to a minimum of one (1) hour and a maximum as expressed below:

<u>Years of Service</u>	<u>Maximum Vacation to be Granted Within One Calendar Year</u>
Less than 5	120 hours
5 but less than 11	160 hours
11	168 hours
12	176 hours
13	184 hours
14	192 hours
15 or more	200 hours

#### Section 410 - Vacation Compensation

This section shall not apply to employees of the District who are covered by the Comprehensive Annual Leave Program.

While on vacation, employees shall be compensated at the same salary rate they would have received if they had been on the job.

A holiday falling within a vacation period shall not be charged against vacation leave accruals. Rather it shall be considered a holiday.

Any regular employee who terminates or is terminated, shall be paid the hourly equivalent of his salary for each hour of earned vacation, based on the pay rate in effect for such person on the last day actually worked or spent on authorized leave.

#### Section 411 - Vacation Redemption

The Vacation Redemption Program sets forth a "cash out" provision allowing employees the flexibility to "cash out" a portion of accrued but unused vacation hours. An administrative instruction will establish the specific criteria and procedures of the program.

### SICK LEAVE

#### Section 412 - Sick Leave

This section shall not apply to employees of the District who are covered by the Comprehensive Annual Leave Program.

Sick leave is leave from duty that may be granted by the District to an employee because of personal illness. Employees may use accrued sick leave in an amount not to exceed one half of their annual accrual to attend to an illness of a child, parent or spouse, domestic partner, or domestic partner's child. Additionally, hours absent for medical and dental appointments may be treated as sick leave.

#### Section 413 - Authorization - Regular Full-time Employees Sick Leave Accrual

This section shall not apply to employees of the District who are covered by the Comprehensive Annual Leave Program.

Sick leave shall be authorized only for regular employees. Every regular full-time employee shall accrue 3.68 hours of sick leave. An employee who works less than a full-time schedule shall accrue sick leave directly proportionate to a full-time assignment. Sick leave granted by the District and used by the employee shall be deducted from the employee's accrued sick leave balance. Sick leave shall not be accrued by an employee absent from duty after separation from the District, or during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.

#### Section 414 - Termination

Employees shall not be paid for any accrued but unused sick leave upon termination of employment, except by reason of layoff for lack of work or funds. However, the District shall pay twenty-five percent (25%) of any accrued and unused sick leave to regular full-time and regular part-time employees after ten (10) years of uninterrupted District service, except if such employee was terminated for cause.

#### Section 415 - Return to Work

Regular employees unable to perform the essential functions of their position, with or without reasonable accommodation, as a result of a physical or psychological illness or injury for a period of six (6) months from the first date of the absence shall:

1. Be terminated from employment unless otherwise required by State or Federal law. Employees who are separated pursuant to this section shall be accorded procedural due process in accordance with the appeal procedures for disciplinary actions outlined in this Ordinance.
2. Be afforded the opportunity to resign from the position and be placed on a rehire list to fill vacancies in the classification held for a period not to exceed one (1) year. Any employee returning to work pursuant to this section shall provide to the Human Resources Office verification from a medical practitioner of his ability to return to work and perform the essential functions of his position, with or without accommodation.
3. Be placed on additional leave at the discretion of the General Manager.

#### Section 416 - Compensation

Sick leave is compensable at the employee's regular hourly rate of pay on each day that he is on sick leave. Sick leave privileges shall be cumulative from year to year.

#### OVERTIME

##### Section 417 - Overtime

As a matter of general policy, the District tries to keep costs down by avoiding overtime work. However, non-exempt employees may be required to work overtime with advance approval by the supervisor.

Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked (except for authorized rest periods) in excess of the number of hours established as full-time service for the classification.

Non-exempt employees working overtime when not expressly assigned to do so by their supervisor may be subject to discipline.

##### Section 418 - Overtime Exemptions

The General Manager shall, by administrative instruction, establish a list of professional, administrative and executive classifications which shall be exempt from the payment of overtime. Employees in classifications not on this exempt list shall be eligible for paid overtime at the rate of one and one-half times the regular rate of pay assigned to each such classification.

##### Section 419 - Compensation for Overtime

Overtime is calculated on a weekly basis in 12-minute increments. Time worked in increments of less than 6 minutes shall not be recorded as overtime. Compensation for overtime is paid at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. Non-exempt employees may elect, with

the District's approval, compensatory time off at the rate of one and one-half (1 1/2) hours of time off for each hour of overtime worked up to a maximum of twenty-four (24) hours of total accrual. Requests by an employee for the use of compensatory time off shall be subject to the reasonable notice and unduly disruptive standards set forth in the Department of Labor regulations.

#### Section 420 - Compensatory Time

Independently-represented employees who hold exempt status pursuant to Section 418 shall be granted one hour of accrued compensatory time for each overtime hour worked, up to a maximum accumulation of forty (40) hours. Any compensatory time earned in excess of forty (40) hours must be used within the pay period earned or it will be lost. Use of compensatory time off shall be subject to District approval and scheduling.

At the discretion of the General Manager, in lieu of compensatory time off, an exempt employee may request payment for the overtime at the employee's regular base hourly rate of pay for all or any part of the overtime worked in a pay period.

#### Section 421 - Carry Over of Compensatory Time

Whenever any employee is unable to take compensatory time off for overtime service within the same fiscal year during which the overtime is earned, such compensatory time may be carried into the next year. If such compensatory time is carried over, it must be taken as compensatory time off during the next year provided the employee obtains District approval. If the employee does not take compensatory time off during the year after it is earned, the compensatory time off shall be paid to the employee at the employee's regular base hourly rate of pay.

#### Section 422 - Pay for Overtime on Termination

Any employee who terminates or is terminated shall be paid the monetary value of his accrued compensatory time based on the regular rates of pay in effect for such person on the last day actually worked or spent on authorized leave or at the employee's average regular rate of pay over the last three years, whichever amount is higher.

#### EMERGENCY STANDBY PAY

##### Section 423 - Emergency Standby Duty

Should an employee be placed on standby duty, such an employee shall be compensated for actual time on call at a rate of one dollar and thirty cents (\$1.30) per hour which shall be included in the employee's regular rate of pay, and for time worked as the result of a call back to duty at time and one-half his regular rate of pay. In no instance shall a call back to duty be considered as less than three hours for pay purposes. No employee shall be paid for call back time and standby simultaneously. Travel time to and from the District shall be included in the 3-hour period.

The District has the exclusive right to determine the need for standby and time of standby.

Standby duty shall not be established unless funds for such purposes have been specifically appropriated by the Board after specific inclusion in the District's budget.

#### Section 424 - Shift Differential Pay

Persons required to work a full shift between 3:00 p.m. and 8:00 a.m. shall be paid a shift differential of five percent (5%).

#### COURT APPEARANCES

##### Section 425 - Employee as Witness

No deduction shall be made from the salary of an employee for an absence from work to appear as a witness in court or other judicial proceeding to comply with a valid subpoena or other court order, or to obtain relief, including a restraining order, to help ensure the health, safety or welfare of a domestic violence victim or his or her child subject to the approval of the General Manager. An employee shall be paid only for time spent appearing in court or other judicial proceeding as set forth herein and the reasonable time the employee needs to return to work. All witness fees must be paid into the District Treasury and may not be waived except where the witness appears on behalf of the County, people, a public entity or officer.

##### Section 426 - Jury Duty

No deduction shall be made from the regular compensation of any employee to serve on jury duty. The employee need not remit the jury duty fee, if any is received.

##### Section 427 - Jury Duty and Work Hours

When an employee assigned to jury duty is required to work after the daily jury duty assignment is completed, the combined time worked in excess of the employee's normal work schedule shall be accrued as compensatory time or paid in cash as overtime pursuant to Sections 419 and 420.

If jury duty falls on an assigned day off, the District will not compensate the employee.

#### MILEAGE AND TRAVEL EXPENSES

##### Section 428 - Private Automobiles

When determined necessary and approved by the General Manager, an employee may be authorized to use his private automobile in the discharge of his assigned duties.

##### Section 429 - Mileage Reimbursement

Reimbursement for use of private automobiles shall be made in accordance with the Federal Government Standard Mileage Rate.

##### Section 430 - Necessary and Actual Expenses

Necessary and actual expenses incurred by an employee while attending to the business of the District may be reimbursed with the approval of the General Manager. Such reimbursement, however, does not apply wherever the provisions in law provide for the payment of such expenses.

## INDUSTRIAL LEAVE

### Section 431 - Compensation

Any employee absent from work due to illness or injury arising out of and in the course of employment may receive full compensation for the first twenty-four (24) work hours of such absence, provided that formal application for such leave with pay is made to the General Manager and approved.

Compensation hereunder shall be in addition to employees' benefits provided under this Part IV.

### Section 432 - Approval of Paid Industrial Leave

Paid industrial leave for the twenty-four (24) work hours following such accident or illness shall be approved if:

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

### Section 433 - Hospitalization

If hospitalization of the employee is required from the first day of the accident or illness, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to his full regular salary for the first week of disability if the above conditions are met.

### Section 434 - Leave Denied

If the request for paid industrial leave is denied, the employee may elect to use accumulated sick leave, earned compensatory time, or accrued vacation or comprehensive annual leave to receive full compensation for the initial twenty-four (24) work hours following the accident or illness.

### Section 435 - Other Benefits Allowed

Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take as much of his accumulated sick leave, his accumulated vacation, his accumulated comprehensive annual leave or his accumulated compensatory time, as when added to his disability indemnity, will result in payment to him of his full salary and benefits.

### Section 436 - Sick Leave Accrual

An employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code shall accrue sick leave credits during the period he receives such indemnity.

### Section 437 - Labor Code

Payment of salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.

### Section 438 - Entitlement to Rehabilitation

An employee who has been injured in the pursuit of his regular employment is entitled to receive such medical and vocational rehabilitation services as may be available and reasonably necessary to restore him to suitable and gainful employment with the District, in accordance with the provisions of Sections 6200 through 6207 of the Labor Code.

### RETIREMENT ASSOCIATION

#### Section 439 - Employees

Every eligible regular employee shall be included in the Ventura County Employees' Retirement Association and the District shall make the appropriate deduction from the employees' salary for deposit in the Retirement Fund. Membership will be based on Retirement Association requirements. Benefits and contributions of the Retirement system shall be modified as provided by law.

### SOCIAL SECURITY

#### Section 440 - Federal Social Security & Medicare

Every employee shall be covered by the Federal Social Security & Medicare Act and the District shall make appropriate deductions from the employees' salary.

### TRANSFERRED EMPLOYEES

#### Section 441 - Conditions of Employment for Employees Transferred En Masse from Another Public Agency

All regular full-time and regular part-time employees of a public agency who are transferred en masse to the District pursuant to a transfer agreement or contract authorizing the District to assume operation of a water, waste disposal, treatment, or reclamation facility shall be deemed to be regular employees of the District and shall be subject to all benefits, obligations, and limitations of this Ordinance upon the effective date of transfer, except as otherwise may be provided in the applicable transfer agreement or contract. With regard to sick leave, such transferred employees shall be limited in their right to sick leave accrued and payment upon termination pursuant to this Ordinance; provided, however, that:

- a. Such employees may carry over any uninterrupted years of service with the transferring agency which have been accrued as of the effective date of the transfer agreement or contract for purposes of determining the ten (10) years of uninterrupted District service, as provided in Section 414 hereinabove and further provided that such employees shall have at least two (2) years of uninterrupted District service after the effective date of the transfer before they are eligible for cash payment for unused sick leave upon termination pursuant to Section 414; and
- b. Such employees may be given total or partial credit for hours of sick leave accrued prior to the effective date of the transfer, or as otherwise may be specified in the applicable transfer agreement or contract; provided, however, that such employees shall not receive payment for such carryover hours in excess of that provided in Section 414.

The District shall have the option to compensate transferred employees for employee benefits offered by the transferring agency which are greater than those offered by the District upon the effective date of the transfer; provided, however, that the transferring agency compensates the District for said benefits.

#### Section 442 - Layoff

Whenever, in the judgment of the Board, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off without disciplinary action and without the right to appeal.

Section 443 and 444 shall govern the administration of layoffs.

#### Section 443 - Notification

Employees to be laid off shall be given, whenever possible, at least ten (10) working days notice.

#### Section 444 - Order of Layoff

In-so-far as reasonably possible, a reduction in force shall be accomplished by attrition within each position classification affected. When attrition will not produce the necessary reduction in force, the following procedures shall be followed:

1. Temporary employees shall be laid off first.
2. Extra help employees shall be laid off second.
3. Limited term employees shall be laid off next.
4. For regular employees, the order of layoff within each classification shall be determined after considering factors such as: individual employee performance, seniority (measured as continuous District service, including prior member agency service in the case of employees transferred en masse from member agencies), disciplinary actions, knowledge, experience and ability.
5. A regular employee who is subject to layoff pursuant to the procedures outlined in 3 and 4 above, may displace another employee in a lower classification previously held by him if the employee has greater seniority than the displaced employee and if the employee's abilities (as outlined in the criteria listed in 3 and 4 above) are equal to or greater than the displaced employee. In the same manner, the displaced employee may likewise displace another employee and so on.

As vacancies occur in each job classification, each employee displaced or laid off in that classification shall for a period of one year from the date originally displaced or laid off be offered, in the reverse order displaced or laid off, a one-time opportunity to return to work in his former classification. If a reinstatement offer is refused, the District is not obligated to make a second offer to that individual.

Notwithstanding the above limit, a displaced employee shall be eligible for reinstatement to fill a vacancy in his displaced classification for a second year from the date of displacement, provided the employee is qualified and competent.

Each employee who is reinstated to his former position shall regain the same salary step as occupied prior to the layoff.

Each laid off regular employee who is reinstated within one year pursuant to this policy shall have his salary anniversary date reestablished as if the time off the job were an authorized leave of absence without pay. The same procedure shall be used to reestablish the employee's continuous service date. No probation period shall be required for employees who are reinstated if that employee had already completed his probationary period.

Each displaced employee who is reinstated after one year but before the end of the second year shall serve a six month probationary period. There shall be no adjustment to the employees' continuous service date.

#### Section 445 - Conditions of Employment for Independently-Represented Employees Transferring to Another Public Agency

In the event all or any part of the District containing independently-represented employees is transferred to another entity, District management will meet with that entity to ensure transferring employees, to the maximum extent possible, maintain like position classifications, wages, hours, and other terms & conditions of employment. Prior to management agreement on terms and conditions of continued employment, independently-represented employees being transferred will have an opportunity to present their concerns to both parties.

#### Section 446 - Loyalty Oath

All employees must take and subscribe to an oath of affirmation of loyalty as required by Article 20, Section 3 of the California State Constitution and the California Government Code. Refusal to sign the loyalty oath may result in the District withdrawing an offer of employment.

#### Section 447 - Disaster Service Worker

Pursuant to California Government Code Section 3100, all public employees are required to serve as disaster service workers subject to such disaster service activities as may be assigned to them by their supervisor or by law.

## SALARIES

### PART V - SALARIES

#### Section 500 - Compensation Schedule

The Board of Directors shall establish by resolution a Basic Salary Schedule ("Schedule") consisting of salary rates allocated to salary ranges. Except as otherwise provided herein, employees shall receive compensation provided in the Basic Salary Schedule for the classification of the position in which they are employed, in accordance with the allocation of such classifications (see Section 501) to ranges of the Basic Salary Schedule and in accordance with the pertinent conditions of employment enumerated in this ordinance and resolutions of the Board of Directors.

#### Section 501 - Classification Plan

The Board of Directors shall establish by resolution a classification plan consisting of a Table and Index of Classes with appropriate class specifications approved by the General Manager. The classification plan shall include a descriptive title, salary ranges, and number of allocated positions.

#### Section 502 - Classification Title

The classification title of a position shall be used in all official personnel and budget records and transactions.

#### Section 503 - Changes in Classification Plan

The General Manager shall recommend to the Board changes in the Classification Plan to meet the needs of the District. Such changes may include but not be limited to: reclassification of the position only or reclassification of the incumbent with the position, and be submitted to the Board for approval.

#### Section 504 - Extra Help

At the discretion of the General Manager, extra help, may be employed in any classification authorized by the Board of Directors within the District's budget for such help notwithstanding the number of positions in said class indicated in the Classification Plan Resolution.

### SALARY PAYMENT PROCEDURE

#### Section 505 - Approval by General Manager

Compensation for each employee for whom compensation is established shall be paid by the District upon approval by the General Manager or his authorized representative.

#### Section 506 - Pay on Termination

Upon certification of the General Manager or his designee that the employment of any employee is terminated prior to the expiration of any biweekly period, the compensation of such person shall become due and shall be paid on the normal payday for the biweekly period in which compensation is due.

## SALARY PLAN ADMINISTRATION

### PART VI - SALARY PLAN ADMINISTRATION

#### Section 600 - General

The salary plan for employees shall be administered in accordance with the provisions of PART VI.

#### Section 601 - Rates of Compensation

Twenty-one step rates of compensation are applicable to positions in the District service except those wherein a rate of compensation is provided for on some other specified basis.

#### Section 602 - Salary Step at Appointment

Except as otherwise provided in this Ordinance, new regular employees shall be appointed at the first step of the salary range in effect for their particular classification. The same provisions shall apply to the appointment of new extra help employees except that they shall receive the hourly rate based on the first step of the salary range in effect for the particular classification within which the individual is placed. Extra help employees are not eligible for benefits, including, but not limited to, vacation, sick leave, comprehensive annual leave, holidays, and other benefits afforded regular employees.

#### Section 603 - Recruiting Salaries and Timing of Merit Salary Advancements

In all instances the recruiting step shall be the first step of the appropriate salary range unless authorization of the Board or General Manager has been given for a hiring rate at some other step within the particular salary range assigned a specific classification.

#### Section 604 - Salary Steps and Timing of Merit Salary Advancements

Normally, and as a general rule, regular employees may be considered eligible for increase in salary according to the following general plan:

- a. The numbers 1-21, respectively, denote the various steps in the District's pay range.
- b. Each consecutive salary step represents a one percent increase in compensation from the previous step.
- c. Generally, salary step "1" shall be paid upon initial employment.
- d. An employee who completes the probationary period shall receive a five-step increase from the employee's prior step.
- e. A non-exempt employee who completes one year of employment in the prior step shall receive a five-step increase from the employee's prior step where the employee demonstrates satisfactory job progress and normally increasing productivity and upon recommendation of the Department Head.

- f. An exempt employee who completes one year of employment in the prior step shall receive a "flexible merit" increase where the employee demonstrates satisfactory job progress and normally increasing productivity and upon recommendation of the Department Head and approval of the General Manager. Only exempt employees shall be entitled to "flexible merit" increases and such increases are at the District's sole discretion.

#### Section 605 - Advance Step Appointments

The General Manager may provide that a particular position be filled at any salary step within the applicable salary range.

- a. Whenever no qualified person can be recruited to fill a position at step one, appointment may be made at any advanced step of the salary range. When an appointment is made at an advanced step, the salary step and anniversary date of employees holding positions in the same classification shall be adjusted as follows:

An employee whose salary at the effective date of authorization is less than the new starting step shall advance to the new step, and an employee whose salary at the effective date of the authorization is the same as the new starting step or higher shall advance to the next salary step. All anniversary dates shall be changed as provided for in Section 608.

- b. Whenever reasonable proof has been presented that an applicant has qualifications deserving a starting salary higher than the recruiting step, an appointment may be made to any step of the salary range without affecting the salaries of employees in the same classification who do not possess equivalent qualifications.

#### Section 606 - Minimum Salary Rate

The ranges listed in the Table and Index of position classes and salary ranges notwithstanding, the General Manager may recommend and the Board approve by Resolution a minimum salary rate to be paid to full time employees of the District. Anniversary dates shall not be affected by such action.

#### Section 607 - Pay for Part-time Services of Regular Employees

The actual compensation for part-time employment shall be determined by multiplying the appropriate hourly rate for the position by the actual number of hours worked, except for those positions for which the Board has established a special or flat rate of pay as full remuneration for all services rendered irrespective of the number of hours worked.

#### Section 608 - Anniversary Dates

Whenever a person is appointed to, and begins working in, a position on or before the 15th day of the month, his initial employment date for anniversary salary increase purposes shall be deemed to be the first day of that month during which he was employed. Whenever a person is appointed to, and begins working in, a position on or after the 16th day of the month, his initial employment date for anniversary salary purposes shall be deemed to be the first day of the month following the date of his employment. Unless otherwise stated in this Ordinance, the anniversary date established by this Section shall change with promotion or change in position within the District.

#### Section 609 - Merit Increase Within a Salary Range

Salary increases within a range shall be based on merit of the employee's annual performance appraisal and shall be automatic unless the appraisal shows a need for improvement and/or does not meet the quality of work required for such position. In that case, the merit increase may be withheld pending improvement(s). A merit increase shall consist of five steps (approximately 5%) within a range for non-exempt employees and between one and ten steps (approximately 1% to 10%) for exempt employees.

#### Section 610 - Incentive Pay Program

The Incentive Pay Program is a means to recognize and reward a regular employee in an independently-represented position classification for exceptional performance and/or job related, but not required, educational achievements and/or certifications. Administrative instructions shall establish criteria for determination of incentive pay. The incentive pay award for exceptional performance shall not exceed the amount of the employee's monthly salary at the time of incentive pay approval. The incentive pay award for educational achievements and/or certifications shall be a one-time award not to exceed \$750.

#### Section 611 - Salary on Promotion

Any regular employee who is promoted to a position in a class having a higher salary rate shall receive the recruiting salary for the higher class or such higher amount as would constitute a five percent (5%) increase on the range over the salary received prior to the promotion.

#### Section 612 - Salary on Demotion

Whenever an employee is demoted to a position in a lower class for reasons other than unsatisfactory performance, or for disability, he shall receive the highest salary on the new salary range that does not exceed his rate of pay immediately prior to demotion and shall retain his anniversary date.

#### Section 613 - Demotion for Unsatisfactory Performance

Whenever an employee is demoted for reasons of unsatisfactory performance, his compensation shall be adjusted to the salary range of the new position which is approximately five percent (5%) lower than the salary he was receiving in the higher class and he shall retain his anniversary date.

#### Section 614 - Salary on Reassignment

Whenever an employee is assigned voluntarily, or involuntarily, to a position in a different classification having the same salary range as his former position, he shall retain his salary step placement and his anniversary date.

#### Section 615 - Salary on Reclassification

Whenever an employee is reclassified to a classification, which has a higher salary range, the employee shall be placed on the lowest step of the pay range, which provides a five percent increase in salary. The salary anniversary date of the incumbent shall not change.

#### Section 616 - Salary When Temporarily Assigned to a Higher Classification

A regular, full-time employee temporarily assigned to work in a classification having a higher salary range and the employee so assigned is replacing a regular employee normally assigned to a higher classification during authorized vacation, sick leave, industrial injury leave, or other absence, and who has worked in said higher classification for at least one full working day, shall be paid at a step within the salary range of the higher position which shall afford an increase of at least five percent (5%); provided, however, that no salary increase shall exceed the maximum level of the salary range regardless of percentage, and the one (1)-day period shall apply each time a regular employee is assigned to the higher classification in this manner. Only an employee who possess the qualifications necessary to perform the duties of the higher position classification and has received notice of the assignment in writing prior to temporarily assuming the duties of the higher class shall be so appointed.

Temporary appointments of this nature are limited to:

- a. Unskilled, semi-skilled, and skilled workers assigned to field operations where there is a clear distinction of duties such as supervision or greater skill required.
- b. Clerical employees temporarily replacing a person in a higher classification.

Employees temporarily assigned to such higher classifications must assume essentially the full range and scope of duties for the higher position to which the employee is appointed before being eligible for the additional salary provided herein.

## CONSTRUCTION

### PART VII - CONSTRUCTION

#### Section 700

The provisions of this Ordinance shall be liberally construed so as to effectuate its purposes and to avoid and prevent inequities.

## RESOLUTIONS, CONSTITUTIONALITY, REPEALS & EFFECTIVE DATE

### PART VIII - RESOLUTIONS, CONSTITUTIONALITY, REPEALS & EFFECTIVE DATE

#### Section 800 - Constitutionality

If any section, subsection, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each section, subsection, subdivision, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses or phrases is declared illegal or unconstitutional.

#### Section 801 - Repeals

Adoption of this Ordinance will repeal and replace the previously adopted Personnel & Salary Ordinance and all amendments thereto in their entirety.

#### Section 802 - Effective Date

This Ordinance shall take effect and be in force on and after December 1, 2005.