

VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (VCERA)

Management Employees Resolution



January 9, 2023

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A RESOLUTION OF THE VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION'S BOARD OF RETIREMENT THAT DESCRIBES PERSONNEL POLICIES, PROCEDURES, COMPENSATION, AND BENEFITS FOR CERTAIN MANAGEMENT UNREPRESENTED EMPLOYEES OF THE VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

The Board of Retirement (Board) of the Ventura County Employees' Retirement Association (VCERA) resolves as follows:

**ARTICLE 1
TITLE AND PURPOSE**

- Sec. 101 This Resolution describes the employment and compensation plan for certain management employees of the Ventura County Employees' Retirement Association (VCERA) whom the Board of VCERA (Board) appointed under the authority of California Government Code section 31522.10, which the Board made applicable in Ventura County by Resolution adopted on January 25, 2016.
- Sec. 102 Exhibit 1, Outline of Benefits (attached hereto) and, to the extent applicable only by specific reference, the County of Ventura (County) Personnel Rules and Regulations (PR&Rs), are hereby referenced and made a part of this Resolution.

ARTICLE 2
DEFINITIONS AND LIMITATIONS

Sec. 201 This Resolution shall apply only to those employees appointed by the Board pursuant to Government Code section 31522.10, as set forth in Exhibit 1.

The provisions of this Resolution shall be applied equally to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or disability or any other protected classification set forth in Government Code section 12940.

Sec. 202 The terms "employee" or "employees" as used in this resolution shall refer only to persons employed by VCERA in the classifications identified in Exhibit 1.

Sec. 203 Gender - words used in the masculine include all employees.

Sec. 204 Employees shall be directed by, serve at the pleasure of, and may be dismissed at the pleasure/will of, the Board. Specific charges, a statement of reasons, or good cause shall not be required as a basis for dismissal of any VCERA employee appointed under and covered by the provisions of this Resolution.

**ARTICLE 3
COMPENSATION PLAN**

Sec. 301 **COMPENSATION SCHEDULE:**

- A. Except as otherwise provided herein, employees shall receive salary within the pay range, and the benefits, and the retirement assigned to the classification in which they are employed and in accordance with the pertinent conditions of employment enumerated in these Articles, and Exhibit 1.
- B. In lieu of traditional incentives such as educational achievements, certifications, longevity, etc., each employee shall receive an incentive offset in the amount of 6% of the employee's salary, effective consistent with any adjustments made pursuant to Section 301A and Exhibit 1. Such incentive offset is intended to be part of base pay for purposes of calculating retirement allowances for all VCERA employees, subject to the Board's process for determining pensionability of employer pay codes.

Sec. 302 **REGULAR PAYDAY:** Whenever compensation is fixed for any classification, such compensation is the biweekly compensation to be paid to the person holding such classification unless otherwise stated. Such biweekly compensation shall be paid to employees on or about the Friday following the end of the biweekly payroll period.

Sec. 303 **COMPENSATION INCREASES:** Merit increases in compensation for VCERA employees are at the discretion of the Board and the Board will consider any such increases upon completion of a satisfactory performance evaluation for each such employee as provided in Section 1101, which may, at the Board's discretion, be provided effective as of the employee's VCERA anniversary date. Increases shall not be automatic, shall not cause the base salary of any employee to exceed the top of the salary range of the classification in which he is employed unless the Board affirmatively votes to increase the top of the range, which shall require action in open session by the VCERA Board.

In addition, the Board may grant General Salary Increases ("GSI's") to all employees based on changes in cost of living, at such times as the Board deems appropriate, and may make those increases effective independent of completion of satisfactory performance. Any such increases shall be reflected on the salary ranges on Exhibit 1.

Sec. 304 **COMPENSATION AND CLASS/MARKET STUDIES:** The VCERA Board will endeavor, at least every three years, to analyze the salary ranges of the VCERA employee positions covered by this resolution to determine whether they remain appropriate under the circumstances, and, if not, to make adjustments to one or more of the ranges in Exhibit 1, in the sole and exclusive discretion of the Board. adjustments to one or more of the ranges in Exhibit 1, in the sole and exclusive discretion of the Board.

**ARTICLE 4
HEALTH INSURANCE**

Sec. 401 **HEALTH INSURANCE:** VCERA will make available to employees, through the County of Ventura (County), a Cafeteria Plan qualified under Section 125 of the Internal Revenue Code, known as the Flexible Benefit Program. For employees who opt into a County or VCERA-sponsored medical plan, VCERA will provide a Flexible Benefit Allowance, which may be used to pay premiums for medical, vision and dental coverage under a County or VCERA-sponsored plan, if any, as well as for dependent and health care spending accounts. For employees who opt out of enrollment in a County-sponsored medical plan, VCERA shall provide a Medical Plan Opt. Out Option payment, and such employees may also direct a portion of earnings to pay premiums for vision or dental coverage under a County or VCERA-sponsored plan, or to contribute to dependent and healthcare spending accounts. The Flexible Benefit Allowance and Medical Plan Opt. Out Option payment shall be provided by VCERA for each employee under the same terms and at the same rates as is provided by the County for Senior Management in Benefit Categories 1 and 2, with payroll designations as MA or MB employees, as amended from time to time.

Sec. 402 **CONTINUATION OF HEALTH PLAN:** It is VCERA's intent to fully comply with the provisions of both the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and the California Pregnancy Disability Leave Law (PDL). Notwithstanding the requirements of either act, should an employee exhaust sick leave and annual leave and go on leave of absence without pay, VCERA agrees to continue to provide a portion of the Flexible Credit Allowance in the amount allocated by the employee for health insurance premiums for seven biweekly pay periods provided, however, that any such biweekly period covered pursuant to this provision shall be credited towards, and not considered to be in addition to, any requirement of the FMLA, CFRA, or PDL. The portion of the Flexible Credit Allowance allocated by the employee for spending accounts or to be received in cash will not continue to be provided during such leave of absence.

**ARTICLE 5
OTHER COMPENSATION**

Sec. 501 **MILEAGE REIMBURSEMENT:** Employees who are required to use their personal vehicle for VCERA business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

Sec. 502 **EXPENSE REIMBURSEMENT:** Upon approval of the Retirement Administrator, or Board Chair if applicable to the Retirement Administrator, all reasonable expenses for VCERA business will be reimbursed in accordance with VCERA policies and procedures applicable to the Board.

Sec. 503 **MEDICAL MAINTENANCE EXAMINATION:** VCERA will pay for medical examination for its employees as follows:

A. Medical maintenance examination, basic physical and medically necessary laboratory tests are to be provided by the employee's personal physician. Examinations must be of a diagnostic nature in order to be reimbursed. Examinations/laboratory tests that are covered, to the extent not covered by other insurance, include:

1. Basic Physical
2. Diagnostic Imaging
3. Cancer testing
4. Cardiovascular and pulmonary testing
5. Allergy testing
6. Laboratory testing

B. Costs of additional tests and/or treatment recommended or required as a result of symptoms identified during these examinations shall be the responsibility of the employee. These additional costs may be covered under the employee's medical plan.

C. Employees are eligible for an examination according to the schedule below:

Under 40 years	Once every 36 months
40-44 years	Once every 24 months
45 ears and old	Once every 12 months

D. When an employee has the examination provided by their personal physician, incurred expenses in excess of those covered by the employees medical plan, not to exceed \$1,200, shall be eligible for reimbursement.

- E. In order to be reimbursed, employees must submit a General Claim form to the County Wellness Office. The claimant should write “Medical Maintenance Exam” under “Itemized Demand in Detail” and include receipts showing the specific diagnostic exam, date of service, cost, and health care provider. If the claim is approved as meeting the diagnostic requirement, the Wellness Program shall remove any confidential information from the claim and return the redacted claim form to the employee. The employee must submit the redacted form to the Retirement Administrator, or if applicable to the Retirement Administrator, then to the Board Chair, for authorization of payment.

Sec. 504 **LIFE INSURANCE:** VCERA intends to provide a group term life insurance policy through the County (if the County determines it legally possible), or otherwise if not legally possible through the County, to all employees covered by this Resolution in the amount of fifty thousand dollars (\$50,000). Additional group term life insurance may be purchased. The above-described life insurance is only in effect as long as VCERA employment continues.

Sec. 505 **PROFESSIONAL MEMBERSHIPS AND REQUIRED LICENSES:** As approved by the Board, the VCERA Retirement Administrator is entitled to VCERA-paid membership in professional organizations related to his/her position. Employees covered by this Resolution shall also be entitled to payment up to a maximum of two hundred dollars (\$200) per fiscal year for membership fees to a job-related professional organization in addition to those required by the VCERA Retirement Administrator, or as to the Retirement Administrator, by the VCERA Board Chair. The VCERA General Counsel is entitled to VCERA-paid California State Bar license renewals for each year he/she remains in that position.

The Retirement Administrator may authorize payment in excess of the \$200 allowable reimbursement, to a maximum of \$400, if the additional professional membership(s) or licenses are deemed by the Retirement Administrator to be in the best interest of VCERA.

Sec. 506 **AUTOMOBILE ALLOWANCE:** The Retirement Administrator is to be provided an automobile allowance of five hundred seventy-five dollars (\$575) per month, which remains at the discretion of the Board to adjust or terminate prospectively. Mileage reimbursement for local, in-County travel will not be reimbursed if the employee receives a car allowance. Mileage reimbursement shall be approved for out of area travel pursuant to Section 501 above.

Sec. 507 **LONG TERM DISABILITY PLAN:** VCERA intends that employees will be provided disability income protection as set forth in the County’s plan for such benefits as applicable to Senior Management in Benefit Categories 1 and 2, with Payroll designations as MA or MB. For reference, that plan currently provides as follows:

“All regular full and part-time employees who are scheduled and working 40 hours or more per bi-weekly pay period, except elected officials, shall be provided disability income protection with the following basic provisions:

- A. The long-term disability plan shall have a waiting period of thirty (30) calendar days before the benefits shall be extended to an employee. The benefits shall continue to a maximum of five (5) years for illness or injury. The maximum allowable benefit shall be sixty-six and two-thirds percent (66-2/3%) of monthly base salary to an eight thousand dollars (\$8,000) monthly maximum benefit, subject to the terms and conditions of the long-term disability plan.”

**ARTICLE 6
ADMINISTRATIVE LEAVE**

- Sec. 601 **PURPOSE:** To provide for granting time off with pay for employees who are not eligible to be compensated for overtime.
- Sec. 602 **ELIGIBLE EMPLOYEES:** Any employee whose position is excluded by application of exemptions found under the Fair Labor Standards Act (FLSA) from accruing and being compensated for overtime is eligible for administrative leave.
- Sec. 603 **GRANTING OF ADMINISTRATIVE LEAVE:** Employees shall be granted paid administrative leave in no less than full day increments upon written approval of the Retirement Administrator, or if applicable to the Retirement Administrator, then the VCERA Board.
- Sec. 604 **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, annual 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 VCERA business needs.

ARTICLE 7 HOLIDAYS

Sec. 701 **PAID ASSIGNED HOLIDAYS**

- A. New Year's Day, January 1;
- B. Martin Luther King Day, the third Monday in January;
- C. President's Day, the third Monday in February;
- D. Memorial Day, the last Monday in May;
- E. Juneteenth, June 19
- F. Independence Day, July 4;
- G. Labor Day, the first Monday in September;
- H. Veterans Day, November 11
- I. Thanksgiving Day, the fourth Thursday in November;
- J. The day after Thanksgiving;
- K. Christmas Day, December 25;
- L. 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.

Sec. 702 **OBSERVANCE:** 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.

Sec. 703 **FLOATING HOLIDAY:** In addition to the holidays listed in Section 701, effective January 1st of each year each employee covered under the terms of this Resolution shall be granted floating holiday leave hours equivalent to the employee's standard 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 the Retirement Administrator's approval, or if applicable to the Retirement Administrator, then the Board Chair, 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.

Sec. 704 **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 that biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule.

Sec. 705 **WORK ON HOLIDAYS:** When exempt employees are mandated to work on a holiday, they shall receive their regular salary and have the number of hours regularly scheduled to work on that day added to their Holiday bank. Each holiday banked shall be used within twelve (12) months of banking such hours and shall have no cash value.

**ARTICLE 8
PAID LEAVE**

Sec. 801 **PURPOSE:** To provide a leave policy, which prescribes the manner in which leave is accrued and utilized.

Sec. 802 **EXECUTIVE ANNUAL LEAVE ACCRUAL:** Annual leave is earned according to each biweekly pay period of service commencing with the employee's initial anniversary date during his/her latest period of employment by VCERA or, as to individuals who were County employees immediately prior to their appointment as a VCERA employee, then their initial anniversary date with the County (as may have been, or will be as to future hires, adjusted through the provision of prior public service for the purpose of setting an employee's annual leave accrual rate), according to the following schedule provided below. Absence or time not worked and part-time employment shall cause said pay period's accrual of annual leave credits to be reduced on a pro rata basis.

<u>YEARS OF COMPLETED SERVICE</u>	<u>ANNUAL LEAVE ACCRUAL</u>
Less than 5	9.54 hrs = 248.04 hrs/year
5 – 10	11.08 hrs = 288.08 hrs/year
10 – 15	12.62 hrs = 328.12 hrs/year
15 years or more	14.16 hrs = 368.16 hrs/year

Sec. 803 **ANNUAL USAGE:** During the first twenty-six (26) pay periods of employment, employees shall use no less than forty (40) hours of annual leave; and thereafter employees shall use no less than eighty (80) hours of annual leave in each succeeding twenty-six (26) pay periods of employment. While on annual leave or sick leave, an employee shall be compensated and receive benefits at the same rate as if he/she were on the job.

Sec. 804 **MAXIMUM ACCRUAL:** The maximum number of hours that an employee can accumulate shall be 880 hours.

Sec. 805 **ANNUAL LEAVE REDEMPTION:** Effective December 1, 2020, employees first hired by the County before May 23, 2004, and who were employed in a County position immediately prior to appointment as VCERA employees:

- A. Subject to the provisions in Sec. 807.5, an employee may request to receive pay in lieu of up to one hundred sixty (160) hours, two hundred (200) hours for those with five (5) or more years County/VCERA service, per calendar year of annual leave accrual as total compensation as prescribed in Section 811 of this Resolution. A request for redemption shall not be made more than four times per calendar year and the total

amount redeemed in a calendar year shall not in total exceed the aforementioned maximums, respectively.

- B. Redemption requests that are processed outside the normal payroll cycle will be calculated at the pay rate in effect during the prior pay period. The check issue date shall determine the applicable period to credit such redemption for the purpose of determining compliance with this section.

Sec. 806 **ANNUAL LEAVE REDEMPTION:** Effective December 1, 2020, employees first hired by the County on or after May 23, 2004, but before April 6, 2011, and who were employed in a County position immediately prior to appointment as VCERA employees:

- A. Subject to the provisions in Sec. 807.5, an employee may request to receive pay in lieu of up to one hundred sixty (160) hours per calendar year of annual leave accrual as total compensation as prescribed in Section 811 of this resolution. A request for redemption shall not be made more than four times per calendar year and the total amount redeemed in a calendar year shall not in total exceed the aforementioned maximum.

Sec. 807 **ANNUAL LEAVE REDEMPTION:** Employees hired by VCERA under this Resolution who do not qualify for annual leave redemption under Sections 805 and 806:

- A. Subject to the provisions in Sec. 807.5, an employee may request to receive pay in lieu of up to one hundred (100) hours of annual leave accrual at the current base rate of pay. A request for redemption shall not be made more than four times per twelve (12) month period immediately preceding the request. The total of annual leave accrual amount redeemed in a twelve (12) month period shall not in total exceed the aforementioned maximum.
- B. Redemption requests that are processed outside the normal payroll cycle will be calculated at the pay rate in effect during the prior pay period. The check issue date shall determine the applicable period to credit such redemption for the purpose of determining compliance with this section.

The VCERA Board reserves the right to modify or eliminate this annual leave redemption benefit at any time.

Sec. 807.5 **ANNUAL LEAVE REDEMPTION LIMITATIONS**

- A. Any employee wishing to receive cash in lieu of annual leave hours must submit an irrevocable written election by December 31 of the

calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash.

- B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to four requests per calendar year for payment in lieu of the combined annual maximum as prescribed in Sections 805-807 of this Resolution as compensation as prescribed in Sec 802 of this Resolution. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave accrued in a prior calendar year are not permitted.
- C. Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.
- D. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem annual leave for pay in the subsequent calendar year.
- E. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem annual leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller's office in its sole discretion.

Sec. 808

ADVANCED ANNUAL LEAVE CREDIT: Upon each of their initial appointment by VCERA if not retaining Excess Accruals under Section 813 below, VCERA employees shall receive advanced annual leave credit as follows: seven (7) biweekly pay periods of annual leave accrual as of the date of hire. Said annual leave advancement shall be balanced upon completion of seven (7) biweekly pay periods of service or upon earlier separation.

Sec. 809 **ANNUAL LEAVE USAGE:** Annual leave shall be utilized to restore pay otherwise lost due to absence from work for personal reasons or illness.

A. Employees shall obtain advance approval from the VCERA Retirement Administrator for all periods of annual leave of greater than five (5) days. The VCERA Retirement Administrator shall reasonably approve annual leave requests in such a manner as to achieve the most efficient functioning of the VCERA. An annual leave of greater than five (5) days for the Retirement Administrator must be approved in advance by the Board Chair, and of greater than ten (10) days for the Retirement Administrator must be approved in advance by the Board Chair and Vice-Chair.

B. When unscheduled usage of annual leave occurs, verification of reason for absence may be required from the employee and/or his or her healthcare provider. Any person absent from work shall notify the VCERA Retirement Administrator on the first (1st) day of such leave and as often thereafter as directed by the VCERA Retirement Administrator.

C. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of the VCERA Retirement Administrator, be required to provide certification for the need of medical leave and may be required to provide a medical release to return to work with or without work-related medical restrictions. The VCERA Retirement Administrator may require that the returning employee take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by VCERA and shall be at VCERA's expense. In the event that the VCERA Retirement Administrator requires such leave, his or her certification of medical needs, medical release to return to work, and/or physical examination issues shall be handled by the Board or its designee.

Sec. 810 **PAYOFF UPON RETIREMENT OR TERMINATIONS:** Any employee who terminates or is terminated shall be paid at the same rate as the last day worked or last day of approved leave with pay according to the provisions of Section 811.

Sec. 811 **RATE OF PAY FOR ANNUAL LEAVE REDEMPTION:** Annual leave redemption shall be calculated at the rate of compensation an employee would have received if they had been on the job when they earned the leave. In addition to base salary, as to employees provided Annual Leave Redemption under Sections 805 or 806 only (first hired before April 6, 2011), this also includes the following pay items that may previously have been, and/or is currently, provided to the VCERA employees:

- Flexible Credit Allowance
- Annual Leave Accrual Rate
- Deferred Compensation

Sec. 812 **ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY:** An employee entitled to Total Temporary Disability (TTD) indemnity under Division 4 or Division 4.5 of the Labor Code shall accrue annual leave during the period he/she receives temporary disability indemnity.

Sec. 813 **RETENTION OF EXCESS ACCRUALS:** If employees covered by this Resolution retain annual leave that they accrued as County employees, and they are not deemed to have terminated employment from the County under Labor Code section 227.3 as a result of becoming VCERA employees, then all leave balances accrued by them shall be transferred from the County to VCERA, including full payment to VCERA by the County on those balances to the extent not already a financial obligation of VCERA, as provided in Government Code section 31522.10(b)(2).

**ARTICLE 9
INDUSTRIAL LEAVE**

Sec. 901 **PURPOSE:** To provide for a means of compensating employees while on industrial leave.

Sec. 902 **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 up to the first twenty-four (24) working hours of such absence provided that formal application for such leave with pay is made through the VCERA Retirement Administrator or his or her designee, or through the Board Chair if applicable to the Retirement Administrator, and approved by the Worker's Compensation Claims Administrator if the County administers the Worker's Compensation Plan, or by any other entity or individual that administers the Worker's Compensation program, as designated by the Board.

Sec. 903 **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 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. 904 **FULL PAYMENT FOR FIRST WEEK OF DISABILITY-HOSPITALIZATION:** If hospitalization of the employee is required from the first (1st) 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/her full, regular salary for the first (1st) week of disability if the conditions in Section 903 are met.

Sec. 905 **SUPPLEMENT 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 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 salary for the first twenty-four (24) working hours of disability if the conditions in Section 903 are met. In no event shall benefits under this Section be combined with benefits under the Labor Code of the State of California so as to provide payments in excess of an employee's base salary.

Sec. 906 **USE OF OTHER LEAVE:** If the request for paid industrial leave is denied, the employee may elect to use accumulated annual leave to receive full compensation for the initial twenty-four (24) working hours following the accident or illness.

Sec. 907 **FULL SALARY:** Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take as much of his/her accumulated sick leave/annual 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 salary.

Sec. 908 **EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY:** An employee who has exhausted his/her industrial leave with pay as provided in Section 903 of this Resolution 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 Division 4.5 of the Labor Code.

Sec. 909 **ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY:** An employee who is on temporary disability leave of absence as provided in Section 908 shall be entitled to accrue the same annual leave credits he/she would have normally accrued had he/she not been placed on temporary disability leave of absence without pay.

Sec. 910 **HOLIDAY ACCRUAL WHILE DISABLED:** An employee who is on temporary disability leave of absence without pay as provided in Section 908 shall be entitled to accrue the same holiday credits he/she would have normally accrued had he/she not been placed on temporary disability leave of absence without pay. This contribution will cease at the time that an employee is moved into vocational rehabilitation.

Sec. 911 **HEALTH PLAN CONTRIBUTION:** For employees on temporary disability leave of absence without pay as provided in Section 908, VCERA shall continue to provide a portion of the Flexible Credit Allowance in the amount

allocated by the employee for health insurance premiums as long as said employee remains on temporary disability leave of absence without pay.

Sec. 912

BENEFITS WHILE ON TEMPORARY DISABILITY LEAVE OF ABSENCE WITHOUT PAY: Except as expressly provided in Sec. 909, 910, and 911 of 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 without pay.

Sec. 913

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

**ARTICLE 10
LEAVES OF ABSENCE**

- Sec. 1001 **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, or maternity may be granted by the VCERA Retirement Administrator, or if applicable to the Retirement Administrator or General Counsel then the VCERA Board, not to exceed one (1) year, when such leave is in the best interests of VCERA. Additional leave for the same purposes may be granted by the VCERA Retirement Administrator upon approval by the VCERA Board. This Section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other state and federal statutes.
- Sec. 1002 **NO LOSS OF RIGHTS OR BREAKS 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 VCERA service.
- Sec. 1003 **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 thereto from the VCERA Retirement Administrator, or if applicable to the Retirement Administrator or General Counsel, then the VCERA Board.
- Sec. 1004 **BEREAVEMENT LEAVE:**
- A. Any 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. The bereavement leave need not be taken on consecutive days but shall be completed within 3 months of the date of death. When travel to distant locations or other circumstances requires absence in excess of five (5) working days, the VCERA Retirement Administrator, or if applicable to the Retirement Administrator, then the VCERA Board Chair, may allow the use of accrued annual leave or unpaid leave to supplement the three (3) working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the current husband, current wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchild, step-parent, or registered domestic partner of an employee.

Sec. 1005 **PREGNANCY DISABILITY LEAVE (PDL):** 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. The determination as to when an employee is to begin pregnancy disability 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 employee is unable to satisfactorily perform her job duties with reasonable accommodations.

Sec. 1006 **LENGTH OF PREGNANCY DISABILITY LEAVE (PDL):** A pregnancy disability leave of absence without pay may be granted by the VCERA Retirement Administrator, or if applicable to the Retirement Administrator, then the VCERA Board, up to a maximum of one (1) year.

Sec. 1007 **PARENTHOOD LEAVE:** Upon approval by the VCERA Retirement Administrator, or if applicable to the Retirement Administrator, then the VCERA Board, an employee may be granted a parenthood leave without pay of up to six (6) months in connection with the legal adoption of a child provided the employee meets the following conditions:

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

ARTICLE 11 PERFORMANCE REVIEWS

- Sec. 1101 **ADMINISTRATION OF EVALUATION PROGRAM:** Performance appraisal reports should be prepared and discussed with each employee by VCERA's Retirement Administrator, and in the case of the Retirement Administrator, General Counsel and Chief Investment Officer, by a subcommittee of the Board. Performance reviews should be done every twenty-six (26) pay periods. One (1) copy of each fully completed and signed report shall be given to the employee. Performance appraisal reports will be forwarded to the Board. Past performance appraisal reports must be reviewed when merit increases, other than general salary increases contemplated in Section 303, are being considered.
- Sec. 1102 **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/she has read the evaluator's comments. Space will also be provided so that employees may give related comments 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 VCERA Board. An attachment may be added by the employee.
- Sec. 1103 **CONFIDENTIALITY OF PERFORMANCE EVALUATIONS:** Generally performance appraisal reports should be kept confidential but shall be made available as required to the employee, VCERA Retirement Administrator, VCERA Board, and any authorized consultants thereof.

**ARTICLE 12
PERSONNEL FILE**

Sec. 1201 **EMPLOYEE ACKNOWLEDGEMENT OF MATERIAL PLACED IN PERSONNEL FILE:** No material relating to performance appraisal, salary action, or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he/she has read such material by signing the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his/her personnel file with an appropriate notation by the person filing it.

Sec. 1202 **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.

ARTICLE 13
ADDITIONAL EMPLOYEE BENEFITS

Sec. 1301. **DEFERRED COMPENSATION:** If determined to be legally permissible, employees may participate in the County's Deferred Compensation Program. If the County deems it to be not legally permissible for VCERA employees to continue in the County's Deferred Compensation program, then VCERA will endeavor to provide a similar deferred compensation benefit to VCERA employees. VCERA shall contribute toward such a program as specified below.

A. For employees who participate in the County-sponsored 401(k) deferred compensation plan, VCERA will match a part of employee's contribution, on a pay period basis and in the same manner as calculated by the County, according to the following schedule:

<u>Employee Contribution</u>	<u>VCERA Match</u>
1%	1.00%
2%	1.50%
3%	1.75%
4%	2.00%
5%	2.50%
6% or more	3.00%

Only employees appropriately enrolled in the County-sponsored plan shall be entitled to benefits under this Section, subject to the following conditions:

1. The employee's individual contributions, and the total combined employer-employee contributions, shall not exceed legally established limits.
2. Should an employee reach his/her individual contribution limit before the end of the calendar year, VCERA shall nonetheless continue to contribute a 3% "VCERA Match" to the employee's account for the remainder of the calendar year, provided that the employee remains employed by VCERA.
3. Should entitlement to VCERA Match contributions be precluded by operation of the limit on total combined employer-employee contributions, the amount of VCERA Match lost shall be paid to the employee in cash in addition to Base Salary.

4. VCERA contribution to the deferred compensation plan provided for herein shall not qualify as any part of the employee's contribution specified in this Section.

This Section is intended to match the County's existing 401(k) program.

- B. In determining the amount of contribution to the 401(K) plan under this Section 1301, the following shall be considered in addition to base salary as to employees first hired by the County as management employees before April 6, 2011 who were appointed as VCERA employees immediately thereafter:

- Auto Allowance (as per Sec 506)
- Required Professional Licenses (only) (as per Sec 505)
- Deferred Compensation as per Sec. 1301-A

Sec. 1302 **VCERA DEFINED BENEFIT PLAN.** A VCERA employee who is a "new member" under Government Code section 7522.04, subdiv. (f) ("PEPRA member") will remain in, or join as applicable, the County's "PEPRA General Tier 2," also referred to as "Tier 6", (Gov. Code sec. 7522.20) and shall pay/contribute to VCERA $\frac{1}{2}$ of the actuarially-determined "normal cost" of retirement, in accordance with contribution rates set forth in VCERA's annual actuarial valuations for VCERA members. A VCERA employee who is not a PEPRA member will remain in, or join as applicable, the County General member plan in effect as of December 31, 2012, known as the County's "Non-PEPRA General Tier 2 without COLA" (Gov. Code sec. 31676.1), and shall also pay/contribute to VCERA $\frac{1}{2}$ of the actuarially-determined "normal cost" of retirement, as set forth in VCERA's annual actuarial valuations.

Sec. 1303 **SERVING AS WITNESS:** No deductions shall be made from the salary of an 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 because of service as a witness may be retained by the employee. Any fee or compensation for the service itself must be returned to the VCERA for any days of absence for which the employee receives salary as for a day worked except that if such service occurred during the employee's vacation or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.

Sec. 1304 **JURY SERVICE:** No deduction shall be made from the salary of a VCERA employee absent from work when required to appear in court as a juror nor is it necessary to return the daily compensation and mileage issued to employees for serving as a juror. Employees shall provide advance notification of any anticipated absence to the VCERA Retirement Administrator. In the case of the Retirement Administrator, advance notification should be provided to the Board Chair.

EXHIBIT 1
OUTLINE OF SALARY & BENEFITS VENTURA COUNTY
EMPLOYEES' RETIREMENT ASSOCIATION EMPLOYEES
(Effective December 13, 2021)

VCERA Title	Salary Range	Benefit Category under County Management Employees Resolution	Unit for County Payroll Purposes
Retirement Administrator	\$286,776 \$272,437 \$258,815 \$245,875 \$233,581 \$221,902 \$210,807	1	MA
General Counsel	\$276,780 \$262,941 \$249,794 \$237,304 \$225,439 \$214,167 \$203,459	2	MB
Chief Financial Officer	\$223,824 \$212,632 \$202,001 \$191,901 \$182,306 \$173,191 \$164,531	2	MB
Chief Investment Officer	\$310,128 \$294,622 \$279,891 \$265,896 \$252,601 \$239,971 \$227,973	2	MB
Chief Operations Officer	\$237,048 \$225,196 \$213,936 \$203,239 \$193,077 \$183,423 \$174,252	2	MB

The following General Salary Increases (GSIs) shall apply to the employees in the positions listed above as follows:

- 5.5% effective December 25, 2022
- 4.0% effective December 24, 2023
- 3.5% effective December 22, 2024