

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

589



FROM: Human Resources Department

SUBMITTAL DATE:
August 11, 2005

SUBJECT: Approve the 2005 - 2008 Memorandum of Understanding with the Law Enforcement Management Unit (LEMU)

RECOMMENDED MOTION: That the Board of Supervisors approve the attached 2005 - 2008 Memorandum of Understanding between the Law Enforcement Management Unit (LEMU) and the County of Riverside.

BACKGROUND: LEMU asked to open negotiations for a new Memorandum of Understanding. Discussions began on January 13, 2005, and twelve (12) bargaining sessions were held. A tentative agreement for a Memorandum of Understanding, covering 2005 through 2008, was reached on July 21, 2005. LEMU has advised us that the agreement was ratified by ballot of the represented members.

Departmental Concurrence

[Signature]

Ronald W. Komers
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 3,128,531	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 2,659,251	Budget Adjustment:	No
	Annual Net County Cost:	\$ 2,659,251	For Fiscal Year:	2005-06
		\$1,394,109		2006-07
		\$1,289,483		2007-08
SOURCE OF FUNDS: Departmental Budget and Contract Cities Revenue				Positions To Be Deleted Per A-30 <input checked="" type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

[Signature: Sally A. Deacon]

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:

District:

Agenda Number:

3.53

Background (continued)

The Memorandum of Understanding (MOU) provides the Law Enforcement Management Unit cost of living wage increases through 2007 and parity in flexible benefit allowances with other employees through July 2006, and an increase in Flexible Benefit Allowance in July 2007. The MOU also provides reasonable certificate pay enhancements for members of the unit and adjusts various specialty pays to correspond with market and workplace conditions. At a time when the cost of health care is rising dramatically, the Agreement grants increases in medical benefits to provide employees with the ability to pay for medical coverage.

Two items were deferred for further discussion over the next several months: the development of a wellness and fitness program designed to help offset disability retirement; and review and possible revision of the current promotional process for the position of Lieutenant.

Attachment "A" provides a summary of the key elements of the Memorandum of Understanding.

We recommend approval of the MOU.

SUMMARY
LEMU Settlement

Term:

- July 1, 2005, through June 30, 2008

Wages:

- Provide increases to base salary as listed:

Classification	7/7/2005	1/5/2006	1/4/2007	10/11/2007	Total
Sheriff Sergeant Sheriff Lieutenant Sheriff Captain	3.0%	3.5%	3.0%	1.5%	11%
Classification	7/7/2005	7/6/2006	7/5/2007	10/11/2007	Total
Correctional Sergeant Correctional Lieutenant	2.0%	2.5%	2.5%	1.5%	8.5%
Classification	7/7/2005	7/6/2006	7/5/2007	10/11/2007	Total
Coroner Lieutenant	1.5%	1.5%	1.5%	1.5%	6%

P.O.S.T. Certificates:

- Effective July 7, 2005, increase premium pay for Intermediate Certificate from 4.75% to 6%, and increase premium pay for Advanced Certificate from 7.5% to 11%.

Skill Pays and Specialty Assignments:

- Effective upon Board of Supervisors adoption of this MOU, increase the following premium pays for Sheriff Sergeant from \$50.00 per pay period to \$1.85 per hour for the following specialty assignments: Special Enforcement Bureau, Hazardous Device Team, Aviation, Hostage Negotiation Team, Motorcycle, Lab Team, and Dive Team.

Flexible Benefit Contributions:

- Effective July 7, 2005 (to be processed the first pay period following Board of Supervisors approval): increase monthly contribution by \$111.28 to \$456.72.
- Effective July 6, 2006 (pay date August 2, 2006): increase monthly contribution by \$111.28 to \$568.00.
- Effective July 5, 2007 (pay date August 1, 2007): increase monthly contribution by \$111.28 to \$679.28.

Uniform Allowance:

- Effective April 1, 2006: increase annual uniform allowance for Captain, Lieutenant, Correctional Lieutenant and Coroner Lieutenant from \$300 per year to \$500 per year.
- Effective April 1, 2006: increase annual uniform allowance for Sergeant and Correctional Sergeant from \$451 per year to \$1000 per year.
- Effective April 1, 2006, Sergeants and Correctional Sergeants will begin receiving direct payment from the County instead of having the uniforms provided and replaced by the County. The County will provide uniform allowance payments to the LEMU members on April 1 each year thereafter.

Other Pay and Benefits:

- Effective upon Board of Supervisors approval, the Sheriff or his designee can place any Sergeant (who supervises subordinate employees who receive standby professional call duty) on standby call duty. This is a new provision to the MOU.
- Effective upon Board of Supervisors approval, LEMU members have accepted participation in the County's Post Employment Program.
- Effective upon Board of Supervisors adoption of this MOU, increase the current maximum accruals from 1440 hours to 1600 hours for positions of Captain and Lieutenant only.
- Amendments were made to the MOU to clarify payment for extradition assignments, to reduce administrative burden with respect to payroll, and to provide the County and the union more flexibility in negotiating a successor agreement.

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DEFINITIONS

Arbitration third step meeting in the Grievance Process; grievance heard by an outside neutral third party (Arbitrator).

Anniversary date shall mean the date upon which a step advance in salary becomes effective under the provisions of the Ordinance No. 440.

Continuous Service, Continuous Employment, and Similar Terms shall mean the continuing service of a permanent or seasonal employee in a continuing payroll status, without interruption except for authorized leave of absence.

Demotion shall mean a change of employment without intervening loss of working days from a position allocated to a given salary range to a position of a different class allocated to a lower range, whether in the same or a different department.

Discrimination Complaint filed by an employee alleging illegal discrimination based on race, color, religion, medical condition, disability, sex, national origin, ancestry, age, physical handicap, marital status, pregnancy or other protected classification.

Employees shall mean all persons employed by the County of Riverside and are members of the Law Enforcement Management Unit.

First Step Meeting in the Grievance Process at the department level between a department representative and the employee, and/or Association representative. First Formal Step.

Full-Time Non-Exempt Employee shall mean employees whose positions require the number of hours usual or prescribed for normal permanent County employment. All positions shall be full time unless otherwise designated or unless the compensation is fixed upon the basis of part-time work. Non-exempt employees are hourly employees subject to FLSA regulations regarding compensation and overtime.

Full-Time Exempt Employee shall mean employees who are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. Such employees are customarily referred to as "salaried" employees. The department head shall regulate said work periods based on the needs of the department with due regard to maintaining reasonable and equitable work periods for all employees.

Part Time Employees shall mean employees in positions which are designated part time or for which compensation is fixed upon a basis of part time work.

Pay Period means 14 calendar days from Thursday (starting at midnight Wednesday) to midnight of the second Wednesday thereafter, and refers to the period for computing compensation due for all normal working shifts ending during that period.

Permanent Employee means a regular or seasonal employee who has completed the initial probationary period in a position, not including any incumbent of an at-will position.

Position shall mean any office or employment to which a group of duties and responsibilities is assigned or delegated by competent authority, the performance of which requires the full time or part time employment of one person.

Probationary Employee means a regular or seasonal employee who has not completed the initial probationary period as designated in this Agreement, in a paid status in a position following initial employment. Probationary employee also means a regular or seasonal employee who has not completed the required probationary period as designated in this Agreement, in a paid status in a position to which they have been promoted, transferred or demoted following completion of the initial probationary period.

Promotion shall mean a change of employment without intervening loss of working days from a position allocated to a given salary range to a position of a different class allocated to a higher range whether in the same or different department. The appointment of an employee to a position allocated to a higher salary range because of professional registration achieved by the incumbent shall not be deemed a promotion but a change in salary allocation.

Reclassification shall mean the reallocation of a position to a different class by a change of title and position specification, but does not necessarily involve a change of salary range.

Regular Position means a position established by County Ordinance No. 440 on an ongoing basis, as distinct from a seasonal or temporary position. Regular employee means a holder of a regular position.

Seasonal Employees shall mean employees whose employment is not continuous but is regularly recurrent in the same capacity because of particular functions which occur periodically each year; such employment may be permanent, but of an intermittent nature.

Second Step Meeting in the Grievance Process at the County Human Resources level; grievance is heard by a County Human Resources employee.

Temporary Employee means an employee who is not a regular or seasonal employee.

Transfer shall mean a change of employment without intervening loss of working days from a position allocated to a given salary range to a position of a different class allocated to the same range in the same department, or to a position of the same class, or a different class allocated to the same range, in a different department.

Working Day means each day on which an employee performs a normal working shift, and including holidays as specified herein which fall on days of a normal working shift.

GENERAL SUMMARY OF BENEFITS
Law Enforcement Management Unit

This is a Summary of the Benefits pertaining to the Law Enforcement Management Unit. Details pertaining to these benefits can be found in the individual Articles of this Memorandum of Understanding between Riverside County and the Riverside County Law Enforcement Management Unit (LEMU).

MEDICAL INSURANCE: See Article XIX, Section 6. Must have County Health Insurance to receive contribution. Dental insurance is also available. Regular part-time employees who work 20-29 hours receive 1/2 benefits and 30-39 hours receive 3/4 benefits.

~~Deleted: Effective January 2, 2001 up to \$217.44 for flex benefits and \$128.00 for health insurance per month paid by the County on County plans with difference between premium deductions and \$346.44, if any, paid to employee.~~

OPTICAL INSURANCE: Coverage for employee and dependents paid for by County through Vision Service Plan.

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RETIREEES: Receive \$128.00 per month paid by the County.

VACATION ANNUALLY: 0-3 years: 80 hours; 4-9 years: 120 hours; over 9 years: 160 hours. May accumulate up to four times current accrual rate.

HOLIDAYS: Minimum 12 per year.

HOLIDAYS WORKED: An employee who is regularly scheduled to work on a paid holiday is paid at his/her regular rate for the time actually worked and is entitled to eight hours of holiday pay or compensatory time off. **EXCEPTIONS:** Sheriff's Sergeants and Correctional Sergeants whose regularly scheduled work day falls on a paid holiday, and who work on that holiday, are entitled to not more than 12 hours of compensation at the rate of one and one-half times the regular rate of pay, in addition to the regular pay for time actually worked.

RETIREMENT: Public Employees' Retirement System (PERS) "SAFETY" status coverage: 2% at 50, (3% @ 50 effective 7/1/01) including 9% buy back in accordance with Government Code Section 20615.5. Employees may purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment per Government Code Section 20930.3; post retirement survivors benefit; basic death benefit.

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~~Deleted: P.O.S.T. certificate for Sheriff's Sergeants, Lieutenants, and Captains - Effective January 27, 2000 - Intermediate POST Pay for Sheriff's Sergeant, Sheriff's Lieutenant, and Sheriff's Captain classifications will be increased by 2% to 4.75%. The Advanced POST certificate will be 2.75% greater for a combined total of 7.5%. Also effective January 27, 2000, POST pay will be implemented for Supervising Deputy Coroners as follows: 2% for an Intermediate POST Certificate; an additional 2% for an Advanced POST Certificate (for a combined total of 4% for Advanced POST).~~

P.O.S.T. CERTIFICATE: See Article V, Section 3(C).

OVERTIME: Overtime worked is compensated by crediting the employee with compensatory time off (CTO) at the rate of one and one-half times the actual overtime hours worked. The employee may arrange or be scheduled to take time off. At the end of

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each pay period in which overtime is earned, the employee may elect to be paid for all CTO or may accumulate up to 120 hours. Overtime credit exceeding 120 hours will be paid automatically.

CALL BACK PAY:

Sheriff's Sergeants and Correctional Sergeants who are called back to attend Court in relation to a matter arising from their employment relationship with the County of Riverside at a time when they are otherwise off duty, shall receive a minimum compensation of four (4) hours compensation at the appropriate overtime rate. This provision for call back compensation will be eliminated if call back compensation is eliminated with the members represented by the Riverside Sheriff's Association.

DEFERRED COMPENSATION:

Sec. 457 and Sec. 401(a) plans available to employees through Nationwide Retirement Solutions and Variable Annuity Life Insurance Company (AIG VALIC). Sec. 457 plan is employee contributions only. Employees may make biweekly contributions not to exceed the maximum annual allowable amount by law. Sec. 401(a) plan is employer contributions only.

UNIFORMS:

See Article VII, Section 10

SICK LEAVE ACCRUAL:

Four hours per pay period with unlimited accumulation.

SICK LEAVE PAYOFF:

Payoff 50% of accumulated balance to maximum of 960 hours of pay upon retirement, disability retirement, or death after a minimum of 5 year service.

WORKERS' COMP.

Workers' Compensation benefits are provided in accordance with the California Labor Code 4850. Safety retirement members receive up to one year of full salary, then use accrued leave time thereafter to make up the difference between temporary disability and full salary.

After 30 days from the reported date of an injury, an employee has the right to request a change of treating physician within a reasonable geographic location if the original treating physician is selected initially by the employer. An employee may elect to treat with their "personal physician" provided a written request to do so is on file with the Workers' Compensation Division prior to the date of injury. Personal physician means the employee's regular physician or surgeon who retains the employee's medical records, including their medical history. The appropriate request form may be obtained from the Workers' Compensation Division, P.O. Box 5069, Riverside, CA 92517-5069.

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Deleted: Effective February 11, 1999, the County shall increase its contribution from \$15.00 to \$20.00 per biweekly pay period to the 401(a) money purchase plan for each enrolled regular employee covered under this MOU. Effective December 27, 2001, the County shall increase its contribution from \$20 to \$58.50 per biweekly pay period to the 401(a) money purchase plan for each enrolled Sergeant or Correctional Sergeant who is a regular employee.¶

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Deleted: For Sergeants and Correctional Sergeants, uniforms shall be provided and replaced, as needed, pursuant to the Departments Uniform Manual. Correctional Lieutenants, Lieutenants, Captains and Coroner Lieutenant are not eligible for such departmental provided and replaced uniforms but shall, instead, be granted a uniform allowance of \$250.00 per year, effective April 1, 1999, and each April 1st thereafter, for the purchase and maintenance of uniforms, excluding safety equipment. In addition, any employee covered under the provisions of this MOU shall, upon promotion to the position of captain, receive a one-time-only issue of an "Ike" jacket. Effective April 1, 2002, the \$250.00 per year described herein shall be increased by \$50.00 per year to a total of \$300.00 per year.¶

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LONG-TERM DISABILITY:

Covered under the County's Long Term Disability Plan. Plan pays 66.67% of earnings to a maximum of \$6,000.00 per month after a 60 day waiting period. Benefits are payable until age 65.

LIFE INSURANCE:

\$50,000 policy for employees is paid by County. Supplemental coverage available at employee's expense.

**ARTICLE II
RECOGNITION AND WAIVER**

The Union and the County agree to recognize and bargain in good faith with the Union as the exclusive representative of the County's full-time employees in the following classification:

CLASS CODE	CLASS TITLE	SALARY RANGE
2511	Special Agent	398-411
3761	Special Agent A	398-411
4961	Special Agent B	398-411

ARTICLE I
TERM

Section 1. Term. This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Law Enforcement Management Unit (hereinafter referred to as LEMU) as the Exclusive Employee Organization for employees in the representation unit described under Article 2, Recognition. This Memorandum of Understanding is in effect from July 1, 2005, through June 30, 2008.

Section 2. Successor Agreement. Section 2. Successor Agreement: In the event LEMU desires to negotiate a successor Memorandum of Understanding, LEMU shall serve on the County, during the period of 150 days to 120 days prior to the expiration of the current MOU, its full and written request to commence negotiations for such successor Memorandum of Understanding.

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

Section 3. Wellness & Fitness Program: On or before October 1, 2005, the parties shall meet and confer about adopting a voluntary Wellness & Fitness Program. This meet and confer process shall require the parties to make every reasonable effort to mutually agree to a Wellness & Fitness Program no later than November 1, 2005, unless mutually extended.

Section 4. Promotional Testing Process for Sheriff Lieutenant and Correctional Lieutenant: On or before February 1, 2006, the parties shall meet and confer about changes in the current promotional testing process for Sheriff Lieutenant and Correctional Lieutenant. This meet and confer process shall require the parties to make every reasonable effort to mutually agree to a modified process no later than March 30, 2006, unless mutually extended.

ARTICLE II
RECOGNITION AND WAGES

This Memorandum of Understanding shall apply only to persons employed as Regular full-time or Regular part-time employees in the following classifications:

CLASS CODE	CLASS TITLE	SALARY RANGE (as of 12/28/00)
37611	Sheriff's Sergeant	399 L11
37612	Sheriff's Sergeant A	3282 L11
37613	Sheriff's Sergeant B	3303 L11

Deleted: This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Law Enforcement Management Unit (hereinafter referred to as LEMU) as the Exclusive Employee Organization for employees in that representation unit. This Memorandum of Understanding is in effect from the date of its adoption by the Board of Supervisors through January 31, 2005.

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Upon receipt of such written notice and proposals, the County shall, within fifteen (15) days, present counter-proposals. Negotiations shall begin within forty-five (45) days after receipt of LEMU's proposals unless otherwise agreed to by the parties. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

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37614	Sheriff's Lieutenant	432 L11
37615	Sheriff's Lieutenant A	3427 L11
37616	Sheriff's Lieutenant B	3448 L11
37617	Sheriff's Captain	452 L11
37618	Sheriff's Captain A	3515 L11
37619	Sheriff's Captain B	3536 L11
52213	Correctional Sergeant	380 L11
52214	Correctional Lieutenant	413 L11
52215	Correctional Commander	433 L11
37517	Coroner's Lieutenant B	3370 L11

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The Sheriff's Department agrees to exchange the Coroner Lieutenant position for a sworn Lieutenant position when the Coroner Lieutenant position becomes vacant.

A. Effective pay period beginning July 7, 2005 (to be processed the first pay period following Board of Supervisors approval), the salaries for the classifications set out below shall be increased as indicated:

Sheriff Captain	3.0%
Sheriff Lieutenant	3.0%
Sheriff Sergeant	3.0%
Correctional Lieutenant	2.0%
Correctional Sergeant	2.0%
Coroner Lieutenant	1.5%

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 <#>Effective June 28, 2001, the salaries for the above classifications shall be increased by 6 Salary Ranges (approximately 3.3%); ¶
 ¶
 <#>Effective December 26, 2002, the salaries for the above classifications shall be increased by 3%; ¶
 ¶
 <#>Effective June 26, 2003, the salaries for the above classifications shall be increased by 3%; ¶
 ¶
 D. Effective December 25, 2003, the salaries for the above classifications shall be increased by 5%; ¶

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B. Effective pay period beginning January 5, 2006 (pay date February 1, 2006), the salaries for the classifications set out below shall be increased as indicated:

Sheriff Captain	3.5%
Sheriff Lieutenant	3.5%
Sheriff Sergeant	3.5%

C. Effective pay period beginning July 6, 2006 (pay date August 2, 2006), the salaries for the classification set out below shall be increased as indicated:

Correctional Lieutenant	2.5%
Correctional Sergeant	2.5%
Coroner Lieutenant	1.5%

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D. Effective pay period beginning January 4, 2007, (pay date January 31, 2007), the salaries for the classification set out below shall be increased as indicated:

Sheriff Captain	3.0%
Sheriff Lieutenant	3.0%

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Sheriff Sergeant 3.0%

- E. Effective pay period beginning July 5, 2007 (pay date August 1, 2007), the salaries for the classification set out below shall be increased as indicated:

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Correctional Lieutenant 2.5%
Correctional Sergeant 2.5%
Coroner Lieutenant 1.5%

- F. Effective pay period beginning October 11, 2007, (pay date November 7, 2007), the salaries for the classification set out below shall be increased as indicated:

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Sheriff Captain 1.5%
Sheriff Lieutenant 1.5%
Sheriff Sergeant 1.5%
Correctional Lieutenant 1.5%
Correctional Sergeant 1.5%
Coroner Lieutenant 1.5%

The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to employees employed by the County in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside (Res. No. 89-350).

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ARTICLE III FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as modified herein or as otherwise required by law, existing wages, hours and other terms and conditions of employment set forth in the County Salary Ordinance and related resolutions and regulations shall continue in effect. The terms used in this Memorandum shall have the same meaning as like terms used in the County Salary Ordinance and related resolutions and regulations.

- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify LEMU indicating the proposed change prior to its implementation.

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

the employees in the unit.

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

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

C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.

D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

ARTICLE IV ERRORS AND OMISSIONS

It is the intention of both the County of Riverside and the Law Enforcement Management Unit (LEMU) that the consolidated Memorandums of Understanding which the parties have initialed, be complete and free from errors. However, if either party discovers errors or omissions that can be substantiated by MOU, Letters of Agreement, Resolution and/or Ordinance language, it is agreed that such inaccuracies will be corrected. This Letter of Understanding regarding errors and omissions will expire at the end of one (1) year from the date of execution unless extended by mutual agreement.

ARTICLE V WORKWEEK, OVERTIME, AND PREMIUM PAY

Section 1. WORKWEEK

A. Work-Period. The normal work period for non-exempt FLSA employees shall be 10 working days of 8 hours each coinciding with the two-week period. Management (exempt) employees eligible for administrative leave are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The department head shall regulate said work periods based on the needs of the County with due regard to maintaining reasonable and equitable work periods for all employees. A Department Head, with prior approval of the County Executive Officer and the Human Resources Director, may establish or eliminate a different biweekly work period of 80 hours after giving a one pay period written notice to the representative, if any, of the

employees affected.

B. 12-Hour Alternate Work Schedule - Sheriff's Department.

1. The work schedule for any employee assigned to work a 12 hour shift, including those employees presently assigned to either 24 hour fixed post floor operation positions in the Corrections Division, shall consist of seven (7), twelve (12) hour work shifts during the designated 14 day bi-weekly work period. Upon the effective date of this MOU, or as soon as possible thereafter, the Sheriff's Department shall commence transitioning Correction's Division employees assigned to 24 hour "post positions" from the 4-10 schedule to this 7-12 schedule in a manner, and at times and locations, as determined by the Department. Such 12-hour shifts will be implemented as follows: each employee on 12-hour shifts will work 3 days on - 4 days off, 4 days on - 3 days off to accomplish 84 hours per pay period. (NOTE: Fixed post floor operation positions are those assignments which require staffing 24 hours a day/7days a week).

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In addition to the twelve hour shift schedule described above, LEMU agrees that the Sheriff's Department may implement a work schedule for employees assigned to work 12 hour shifts that consists of six (6), twelve (12) and one (1), eight (8) hour work shifts during the designated 14 day bi-weekly work period when the Department determines such schedule is appropriate.

A FLSA non-exempt employee assigned to a 24 hour fixed post floor operation position in the Corrections Division shall be entitled to a thirty (30) minute lunch period. Such lunch period shall be exclusive of the twelve hours per shift described above and shall be without compensation.

2. Assignments to or from any shift assignment shall not be grievable, except that shift assignments made for disciplinary reasons are subject to review as part of the disciplinary procedure.

Section 2. OVERTIME

A. Overtime Work Defined. For FLSA non-exempt employees, overtime work is authorized work in excess of 80 hours in a biweekly pay period or, for employees assigned to work seven (7) twelve (12) hour shifts in a fourteen (14) day biweekly work period, overtime work is authorized work in excess of 84 hours during that work period. Overtime work is also work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or professional call duty status. It does not include regularly scheduled work on a paid holiday for which the employee is entitled to equal compensatory time off (Martin Luther King's Birthday).

B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the Department Head or a designated subordinate.

C. Departmental Records. Each Department Head shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each work week, with justification in each

case, and shall also include compensatory time off. The daily record for an employee in a normal paid working status may be kept on a negative basis, that is, with no entry except for overtime, compensatory time off, sick leave, vacation, leave of absence and like items.

The initial record, any secondary records, such as a summary of the work week or of the pay period, or other compilation from the initial record, and the departmental copy of the attendance report for each pay period together with any subsequent correcting reports, shall be preserved and retained in a condition to be audited for the three most recent full fiscal years, and thereafter until any official inquiry concerning the same has been finally concluded.

D. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The Auditor shall maintain the record of overtime credit at one and one-half times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.

E. Compensation for Overtime Work. Any FLSA non-exempt member of the "Law Enforcement Management Unit" shall be entitled to overtime compensation in the following manner:

1. Any time worked, or deemed to have been worked, in excess of 80 hours in a biweekly pay period (84 hours in a 14 day designated biweekly work period for employees assigned to work seven 12 hour shifts) shall be compensated at the rate of one and one-half times the employee's regular rate of pay, in compensatory time off.
2. At the expiration of each prescribed pay period, any such compensatory time off benefits that have not been utilized shall be paid to the employee by County Warrant or the employee may elect to accumulate compensatory time off benefits up to a maximum 120 hours. The accumulated compensatory time off benefits may only be utilized by mutual agreement of the employee and the Department Head or a designee.
3. Accumulated overtime credit in the "overtime bank" shall be retained until the "overtime bank" has been exhausted.
4. It is the intent of the Sheriff's Department to continue to request overtime for Lieutenants and Captains involved in emergency situations such as, but not limited to, riots and natural disasters.

F. Fringe Benefits not Affected by Overtime. Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of required period for probation or salary step advance. Where overtime results from necessary irregular work schedules, it may be included in computing the minimum time for salary step advance which would otherwise be delayed beyond the normal period.

G. Overtime Provisions of the Fair Labor Standards Act. Employees in classifications which are not exempt from the Fair Labor Standards Act shall be compensated for overtime

consistent with the Act. Such employees shall receive compensation for overtime worked under the foregoing County provisions when the hours worked are not considered overtime under the Act.

The following classes are deemed to be exempt from the Fair Labor Standards Act:

- Correctional Lieutenant
- All Sheriff's Lieutenant classes
- All Sheriff's Captain classes
- Coroner's Lieutenant B

H. Declared Natural Disaster. In the event and during the period of an officially declared natural disaster affecting any portion of the County of Riverside, and notwithstanding any other provision of this Agreement, the following provisions shall apply:

1. Any Officer, in order to perform the work of their department or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of their employment.
2. For the same purpose, any Officer may employ on a paid overtime basis their current employees at hourly rates equivalent to their current compensation basis.
3. Any employee who reports to their regular or a designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who without adequate reason for absence under the terms of this Agreement who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
4. The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half times the hourly rate equivalent to the employee's then current compensation basis for those employees set forth in Article II, Section 2G and listed in the table and index of the Ordinance No. 440 under "APPI," and who are required to perform emergency services during a County-declared emergency. "Emergency Services" as used in this subsection, shall be such services as the Board of Supervisors finds to institute such, at the time it authorized the payment thereof.

Section 3. PREMIUM PAY

A. Minimum Overtime on Call-Back. Except as hereinafter otherwise provided, an employee called back to work to meet an emergency on an overtime basis, whether or not they are in a standby or professional call duty status, shall receive minimum credit for one hours' work.

A.1. Standby Professional Call Duty. Effective upon Board of Supervisors approval of this MOU, any Sergeant who supervises subordinate employees who receive standby professional call duty and are responsible for calling out said subordinate employees, and when placed by the Department Head or designee specifically on standby or professional call duty, shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period. Said compensation shall be in addition to the Sergeant's regular salary

~~Deleted: H. Administrative Leave. Each department head and all other persons (hereinafter referred to as "eligible persons") holding a position, the classification of which is designated as law enforcement management except:~~

~~¶ Sheriff's Sergeant¶ Sheriff's Sergeant A¶ Sheriff's Sergeant B¶ Correctional Sergeants¶~~

~~¶ shall be entitled to a maximum of forty (40) hours of administrative leave per fiscal year which may be taken at any time for any purpose. Such eligible persons are encouraged to use the administrative leave. In the event that administrative leave or any portion of the leave is not used by July 1 of each fiscal year, or upon termination, these individuals shall be reimbursed for the unused administrative leave for that year.¶~~

~~¶ Any unused administrative leave may not be carried over to the following fiscal year. Eligible persons shall not be entitled to equal compensatory time off with pay for each authorized hour worked in excess of the normal or established work day or work period.¶~~

~~¶ Eligible persons or employees promoted to exempt positions prior to the implementation of administrative leave shall be allowed to retain accumulated excess management compensatory time off. Upon termination, such persons shall be paid for such accumulated excess time which has not been taken in compensatory time off not to exceed sixty (60) hours.¶~~

~~¶ Any Sheriff's Lieutenant, or any other exempt employee who is covered by this bargaining unit at the discretion of the Sheriff, who is assigned to the following specific duties:¶~~

~~¶ Administration - Administrative Investigations¶ Hemet Station¶ Investigations in Jurupa Valley, Moreno Valley, Indio, Palm Desert, Perris, Elsinore, or Southwest Station¶ Any other at the discretion of the Sheriff¶~~

~~¶ shall be entitled to a maximum of sixty (60) hours administrative leave per fiscal year in accordance with the above provisions of this subsection.¶~~

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entitlement, and said compensation shall cease when the Sergeant reports to work. Employees receiving standby professional call duty do not receive the hourly special assignment pay rate for hours compensated as standby pay.

B. **Bilingual Pay.** Each employee in the Law Enforcement Management Unit who has qualified in accordance with this section for bilingual compensation under this paragraph shall receive additional compensation of \$.25 per hour for hours actually worked (excluding absences in a paid or unpaid status) not exceeding 80 hours per pay period.

An employee must perform bilingual translation as a part of their job function and regular duties at least 10% of the time or be the only employee with bilingual skills at a geographic work location per shift. An employee must be designated by the appointing authority. An annual audit may be required for the incumbent to continue to receive bilingual pay. Bilingual pay shall not be granted based on ethnic heritage alone.

An employee not receiving bilingual compensation shall not be expected to perform bilingual services.

A Department Head whose department has a substantial need for regular and frequent oral or written bilingual skill may make application to the Human Resources Director on a form supplied to them to authorize bilingual compensation for such employee.

The Human Resources Director may test the employee for bilingual skills. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training and experience. The Human Resources Director shall determine in accordance with standards established above (a) if the position held by the employee reasonably requires a specified language, either in the performance of the duties of said position or to assist other employees at the same work location, or both; and (b) whether the employee possesses sufficient bilingual skill readily to communicate orally or in writing in the second language. If the Human Resources Director finds compliance with both (a) and (b) above, the Human Resources Director shall certify the determination.

Upon approval by the Human Resources Director, the employee shall be authorized to receive bilingual compensation starting with the next pay period.

When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the Department Head shall terminate the bilingual compensation by written notice to the Director. The Human Resources Director may also terminate the bilingual compensation if the Human Resources Director makes a like determination, and shall notify the Department Head. In either case, the Department Head shall notify the employee.

The Human Resources Director may designate an employee in the Human Resources Department or other County departments to perform bilingual skills for other County departments and districts where there is no one available in the requesting department.

C. P.O.S.T. Certificate Pay. Effective July 7, 2005, Sheriff's Sergeants, Sheriff's Lieutenants, or Sheriff's Captains who prove that they possess a valid Intermediate Certificate, but not an Advanced Certificate, issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate six percent (6%) higher than that specified for such position. If they prove that they possess a valid Advanced Certificate issued to them by said Commission, whether or not they possess the Intermediate Certificate, they shall be compensated at a rate which is eleven percent (11%) higher than that specified for such position.

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~~Deleted: Effective January 27, 2000, Intermediate POST Pay for Sheriff's Sergeants, Sheriff's Lieutenants, and Sheriff's Captains classifications will be increased by 2% to 4.75%. The Advanced POST certificate will be 2.75% greater for a combined total of 7.5%. 1~~
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The applicable rate for possession of the Intermediate Certificate shall be indicated in the Table and Index by the letter "A" following the class title, and for the Advanced Certificate, by the letter "B", each with an appropriate code number, but in the departmental sections the basic position code number and class title shall be deemed to include positions occupied by incumbents possessing either of said certificates.

D. Extra Duty Pay. If the Sheriff deems it necessary to provide supervision of other employees at an extra duty function, Sheriff's Sergeants, when available as extra duty employees, will be employed at one and one-half times their regular hourly rate. Lieutenants working as Sergeants shall be paid one and one-half times the hourly rate of a Sergeant B, step 9.

Sergeants and Lieutenants working as deputies in an extra duty capacity shall be paid at time and one-half the top step Investigator B rate.

Prior to Sheriff's Administration issuing any directive which interprets the current LEMU MOU regarding extra duty, Sheriff's Administration shall enter into discussions with LEMU to solicit input. LEMU will be invited to participate in any such discussions.

E. Special Assignments in Law Enforcement. Effective July 7, 2005, a Sergeant who is assigned to one of the following assignments, who not only supervises subordinate sworn officers, but is also authorized and assigned to actively perform (as opposed to manage or supervise) the technical duties associated with the assignment shall receive an additional \$1.85 per hour, for time actually worked in the specialty assignment. This differential does not apply to vacation, sick leave, Workers' Compensation leave, compensatory time off, court time or holiday pay. Removal from a specialty pay assignment is not a grievable issue under the Grievance Procedure unless it is alleged that the removal was a disciplinary or punitive action in which case the matter may be heard in the Disciplinary procedure. No employee shall be compensated for more than one of the following assignments:

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~~Deleted: or a Lieutenant or Captain who is assigned to the Emergency Services Team (EST),~~
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~~Deleted: It is expressly understood that employees in these assignments are subject to rotation and removal from such duties at the discretion of the Department. The Department can require employees assigned these duties to sign waivers of their right to remain in these assignments as a condition of assignment.~~
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~~Deleted: Emergency Services Team (EST)~~
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Lab. Team

Special Enforcement Bureau (SEB)	Motorcycle
Hazardous Device Team (HDT)	Aviation
Hostage Negotiation Team (HNT)	Dive Team

F. Implementation of New Payroll System. LEMU understands and agrees that the County may implement a new payroll system which will be date based, as opposed to hour based. The County agrees to provide as much advanced notice as practicable so that concerns LEMU may have over problems associated with this system's implementation can

be discussed.

1. On or about March 7, 2001, the County will implement People-Soft, a new payroll, accounting, budgeting system. Changes related to People-Soft include:

a. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service rather than hours, i.e. 1040 hours shall become 6 months and 2080 hours shall become one year.

b. Leave accruals, i.e. sick leave, vacation pay, will continue to accrue on a daily basis and require that the employee in a paid status for each day during the pay period to receive the full accrual for that pay period.

c. Some other benefits will be granted even though the employee is in a paid status for only one day during the pay period, i.e., flexible credit allowance.

d. On or about March 7, 2001, the pay date will change from the "second Friday following the end of the pay period" to the "second Wednesday following the end of the pay period". There shall be no change in an employee's biweekly pay as a result of this change in payday.

Prior to the pay date change, on a one-time basis, employees may request a pay advance. The pay advance will be given on March 2, 2001 (the regular pay date) and will be equal to an employee's net pay from the previous pay period.

The amount will be repayable in 25% increments over the next four pay periods, beginning with pay date March 7, 2001. Employees must agree to the repayment arrangements as stipulated by the Auditor-Controller's Office.

G. EXTRADITION PAY

Extradition Staff assigned to extradite prisoners to or from another jurisdiction shall be paid:

- a. for all hours spent with the prisoner in their custody;
- b. for waiting time, up to their regular daily hours of work, if upon arriving at the other jurisdiction at the assigned time for pick up of the prisoner they are required to wait for the release of the prisoner, provided that they first advise the Department of the delay and are instructed to wait, but in no event shall waiting time exceed their regular daily hours of work;
- c. with respect to travel without the prisoner in their custody to or from the other jurisdiction to either pick up the prisoner or to return to Riverside County after having delivered the prisoner:
 - i. for all travel time spent driving, provided that they are instructed to drive to pick up or deliver the prisoner, less normal commuting time and meal time;
 - ii. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and meal time; or

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- iii. during their regular working hours, even on an a day when the Deputy is not scheduled to work, if the assignment involves an overnight stay and they travel as a passenger on an airplane, train, boat, bus, or automobile, less normal meal time. The Deputy Sheriff shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
- d. at applicable overtime rates in the event that the extradition assignment causes them to exceed their maximum number of hours of work on a daily basis or in the two week pay period.

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ARTICLE VI PAY PRACTICES

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

Section 1. STEP ADVANCE

A. The compensation of every person employed in a regular position on a step basis shall be considered for increase upon their anniversary date, exception as herein otherwise provided.

B. For all employees in the Law Enforcement Management Unit:

The first anniversary date shall be the first day of the pay period following the completion of 1,040 hours (approximately 6 months) in a paid status in the position as the result of a promotion or reclassification which involved a salary increase. Re-employment at a rate other than that of the first step of a range shall not be considered an original appointment for purpose of fixing the anniversary date. In such cases the anniversary date shall be the first day of the pay period following 2,080 hours (approximately one (1) year) in a paid status, not including overtime, after such re-employment unless otherwise specified in the resolution of the Board of Supervisors.

The second anniversary date shall be the first day of the pay period following the completion of an additional 2,080 hours (approximately one (1) year) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals. The provisions of this section shall be subject to other specific provisions of this ordinance concerning change of anniversary dates.

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Two pay periods before the anniversary date of each employee holding a regular position on a step basis, except as to an employee compensated at the rate of the highest step, the Human Resources Director shall inform the Department Head in writing on an appropriate form that the employee will be eligible for salary increase.

Prior to the anniversary date the Department Head, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form whether or not they allow the increase. If the increase is disallowed, the form shall contain the signature of the employee acknowledging notice of the disallowance and the reasons

therefore. The Human Resources Director shall promptly act on each increase allowed and the employee shall be paid at the increased rate from the anniversary date. If, through error, the anniversary date of an employee is overlooked or a notice herein required is delayed or omitted, a resulting failure to increase the compensation may be cured by then taking the action hereinabove required, provided the same is completed within the next two pay periods after said action should have been taken, and the employee shall be paid at the increased rate from the anniversary date. If the Department Head disallows such increase, they shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the Department Head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of the Department Head, which shall be made only on the basis of continued satisfactory performance in the position.

Every anniversary salary increase shall be to the rate of the second next higher step, except from the eighth step and thereafter, it shall be to the next higher step.

Section 2. REEMPLOYMENT

A. Upon recommendation of the employing Officer and approval of the Human Resources Director a former regular employee may be re-employed in the same class or position which they previously occupied, at the same step of the salary range as the step applicable at the time of termination, provided the individual was terminated in good standing.

B. Reemployment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this agreement.

C. Whenever a former regular employee is or has been re-employed within three months after termination they may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed accrued sick leave and accrued time toward earned vacation, not exceeding the amount thereof which was lost at the time of termination, and the anniversary date for step advance may be expressly fixed, subject to other provisions of this agreement relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of service prior to said termination.

D. Reemployment of Retired Persons. An employee who is retired under the State Employees Retirement Act and who is receiving retirement benefits shall not be employed or reemployed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the State Employees Retirement Act for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or reemployment for up to 120 working days or 960 hours in any calendar year, without loss of benefits, as specified in Section 21153 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because

the restored employee has skills needed in performing specialized work of limited duration. During the employment or reemployment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

When a retiree under the State Employees Retirement Act is employed or re-employed, the retirement status must be specified in the documentation of appointment to a permanent or temporary position.

Section 3. PROMOTION. On promotion, the new salary shall be at the rate equal to 2 steps higher than that paid on the range for the former position. The effective date of all promotions shall coincide with the first day of the pay period. The anniversary date shall be determined as if the date of promotion were the date of employment. If an LEMU member, or employee promoted into a class represented by LEMU bypasses one or more ranks as a result of promotion, the Sheriff may request appointment to the new rank at an advanced pay step. The advanced step placement process requires prior approval of the Human Resources Director and the County Executive Officer. The intent of this agreement is to allow the Sheriff to request that the employee be granted a pay step consistent with that which would have been received by a similarly promoted employee who had reached journey level in the next lower rank prior to promotion.

Section 4. TRANSFER. On transfer, the salary shall be the same as that paid previously. The anniversary date shall not change.

Section 5. DEMOTION.

A. On demotion, the salary shall be at the rate of the same step on the new range as was applicable to the previous range. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.

B. Permanent employees who, within 2,080 hours following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The anniversary date shall not change.

Section 6. RECLASSIFICATION.

A. The salary of an incumbent of a position reclassified to a class on the same salary range shall not change. The anniversary date shall not change.

B. The salary of an incumbent of a position reclassified to a class on a higher salary range shall be at the rate which is two steps higher, or immediately greater than two steps higher, than that paid on the range of the former position, where the new range is able to accommodate the increase.

The anniversary date shall be determined in accordance with subdivision (2) of subsection B of this section, except that the first anniversary date shall be the first day of the pay period following the completion of 1,040 hours (approximately 6 months) in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall

be on the first day of the pay period following each additional 2,080 hours (approximately 1 year) in a paid status.

C. The salary of an incumbent of a position reclassified to a class on a lower salary range shall not change unless such salary would exceed the maximum of the new range, in which event it shall be reduced to the maximum. The anniversary date shall not change.

D. The effective date of a reclassification shall coincide with the first working day of a pay period.

Section 7. TEMPORARY PROMOTION. A regular employee may be promoted on a temporary basis to fill a vacant position as a result of a leave of absence of the incumbent of that position, or pending appointment of another person to that position. Such promotion is designated "temporary promotion." The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.

When the absence ceases or the vacancy is filled, the employee shall return to their regular position, and their salary and anniversary date shall be re-determined as if the temporary promotion had not occurred. Any step increases which would have been due in his/her regular position shall be allowed.

Section 8. CLASSIFICATION PROCEDURE. The following shall serve to satisfy the alleged working out of classification questions:

The Human Resources Director has responsibility for initiating classification studies and recommending changes to the Classification Plan.

As part of the responsibility, and within the limits of Human Resources Classification Division staff resources, the following procedure will apply to employees of Law Enforcement Management Unit:

If a Department Head has twice refused to refer to the Human Resources Department an employee's written request for a classification review of their specific position, the employee may prepare a written request for a classification review to LEMU. LEMU may refer such written request to the Human Resources Director.

The Human Resources Director shall take one of the following actions: (1) Refer the request to the Classification Division for study; or (2) Return the request to LEMU with an explanation for non-action.

Note: Requests referred to the Classification Division are subject to the same discretionary judgments regarding priority as other requests.

Section 9. CONFORMANCE TO PLAN. No regular employee shall be assigned to exercise the powers or perform the duties of any classification other than their own classification for an accumulated period of 480 hours or more during any one calendar year. Such accumulated hours of such assignment(s) shall be credited toward qualifying experience for possible promotion only when such assignments have been authorized or

verified by the Department Head or designee in writing.

ARTICLE VII
GENERAL PERSONNEL PROVISIONS

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

Section 1. PROBATION

A. Probation of Permanent Employees following Change in Class or lateral Transfer.

During the first 1,040 hours of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the Department Head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in class, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

During the first 1,040 working hours of service in a paid status following a promotion, a regular employee who has been promoted from another department or within the same department and who held permanent status at the time of promotion shall, upon being rejected as a probationary promotee, be returned by the Department Head to a position in the previously held classification in the former employing department without loss of seniority at the same step which the employee held immediately prior to the effective date of the promotion, and the employee's anniversary date shall be re-determined based upon the number of hours of service the employee had at the time of promotion.

During the first 1,040 working hours of service in a paid status following a transfer, a regular employee who has been transferred from another department or within the same department and who held permanent status at the time of transfer shall, upon being rejected as a probationary transferee, be returned by the Department Head to a position in the previously held classification in the former employing department without loss of seniority and with no change in step placement or anniversary date; provided, however, when the transfer is made to a different classification, the employee's anniversary date shall be determined based upon the number of hours of service the employee had in step at the time of transfer.

B. Employment of Relatives. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; provided, however, in no instance, shall a County officer or employee execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion, or work assignments) specifically pertaining to another County employee who is related within the first degree of consanguinity whether by blood or marriage. Whether by blood or marriage, shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Should such relationship occur, the Department Head or a designee may cause either employee to be transferred, re-assigned, or have their work location or shift assignment changed. Until the Department Head or designee selects one of these alternatives, the employees shall maintain their existing status. The affected employee may elect to demote to a position for which they are eligible and selected in lieu of any of the above alternatives. If the affected employee refuses to accept any of the available options, they shall be subject to termination based upon the continuing relationship.

Section 2. PROMOTIONS. LEMU recognizes that promotions for Lieutenant and Captain are a function of Sheriff's Administration and County Human Resources. Sheriff's Administration will seek input from LEMU on issues involved in the promotional process not less than 120 days prior to the onset of testing.

Section 3. RETIREMENT.

Public Employee's Retirement System (PERS) Option. The County shall pay the entire portion of the employee's required contribution not to exceed 9% of the employee's compensation earnable.

Effective December 19, 1996, the County, with the agreement of the LEMU, will include the amount of the normal contributions paid by the County to PERS on behalf of LEMU members in compensation earnable in accordance with Section 20692 of the Public Employees Retirement Law. The additional cost to the County in providing any one of the above benefits shall not exceed 4.2% of gross LEMU payroll. Any costs in excess of 4.2% of payroll shall be borne by the benefited LEMU members.

Pre-Retirement Optional Death Benefits. The provisions of Section 21548 of the Public Employees Retirement Law (Pre-retirement Optional Death Benefit) shall be applicable to all Safety members of the Law Enforcement Management Unit.

Public Employee's Retirement System Contributions. Effective July 9, 1981, through July 7, 1982, the County shall pay the employee's present contribution to the Public Employee's Retirement System. Any increase in the employee contribution shall be borne by the employee. Said payments made by the County shall be in lieu of contributions to be made by the employee during the term of IRC Section 414(h)(2). This payment may be renegotiated at the end of this contract or subsequent Memorandums of Understanding.

Section 4. ELECTRONIC DEPOSIT OF PAYROLL FUNDS. Employees shall be required to receive payroll funds by electronic deposit.

Employees shall receive a Statement of Earnings (pay stub) through first class mail. The Statement of Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior to the electronic deposit.

Statement of Earnings (pay stub) will be mailed to the last known address on file with the Human Resources Department. It shall be the responsibility of the employee to update their address of record with the Human Resources Department as required.

LEMU understands and agrees that the County may transition from hard-copy

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¶ Effective July 1, 1994, those employees electing electronic deposit of payroll

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Statement of Earnings (pay stubs) to electronic pay stubs. The County agrees to provide as much advanced notice as practicable so that concerns LEMU may have over problems associated with this transition can be discussed.

Section 5. **NON-SMOKING POLICY.** Smoking in County facilities is prohibited except in specifically designated areas. Department Heads or their designee shall identify smoking areas. Examples of areas that may be designated include: coffee rooms, cafeteria, foyers, lounges.

In shared buildings or floors, Department Heads or their designees will jointly identify common smoking areas. This policy shall apply to County employees and the general public.

The County may designate up to 75% of its unassigned vehicle fleet as no smoking areas. In the remainder of the County fleet, if a non-smoker objects to smoking the no smoking rule will apply. Assigned vehicles are smoking or non-smoking at the discretion of assignee.

Each department must have a written smoking policy. If there is no smoking allowed in your department or certain buildings or areas, make that declaration. If there are exceptions, you must identify rooms or areas within each building, whether County owned or leased, where smoking is allowable including shared areas, i.e., stairwells, hallways, rest rooms, etc.

It is the responsibility of the Department Head and departmental supervisors to enforce the non-smoking policy of the County.

In order to assist employees, the County has instituted a Stop Smoking Program for employees. Employees are authorized to attend the program without charge and on County time. Employees who continue to smoke in non-designated areas may be subject to discipline under the County Disciplinary Procedure up to and including discharge.

Section 6. **SCHEDULED WORK AND VACATION CHANGE NOTICE.** No change shall be made to an employee's scheduled use of any earned vacation benefits unless that employee has received thirty (30) days advance written notice provided that the giving of such notice may be suspended while the following circumstances exist:

A. Staffing levels are projected to be abnormally low for at least one work period.

B. The County is operating under an emergency condition. An emergency condition is defined as any specific unusual occurrence, unusual event or situation, such as, but not limited to, localized natural disasters, riots or extended breaches of the peace that require additional staffing of personnel to control the situation.

The requirement of giving advance notice of a work schedule change shall be satisfied by posting the change on the official bureau or station work schedule; provided that, in addition, every effort shall be made to afford the employee with at least five days advance actual notice, either in person or by telephone. The Sheriff's Department shall post an official work schedule at each bureau and station.

Section 7. VETERANS' PREFERENCE. The Human Resources Administration under this Memorandum is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and ability. Each officer shall appoint all necessary employees allowed for their department by this ordinance only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training and experience and shall take into consideration a system of veterans' preference as may be adopted by the Board of Supervisors, by resolution. The veterans' preference program shall be administered by the Human Resources Director.

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Section 8. MILEAGE REIMBURSEMENT. Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate (presently \$.325 per mile). Adjustments to the County rate, if any, shall be made pursuant to the IRS rate effective July 1 of each year and mileage claimed on or after that date shall be reimbursed at that new rate.

Section 9. PERSONNEL FILES. The Department shall comply with California Labor Code 1198.5 entitled "Employee Inspection of Personnel File" and with the Public Safety Officers' Procedural Bill of Rights Act, California Government Code 3305 and 3306, which govern comments adverse to interest and response to adverse comments entered into personnel file.

The rights provided for in the California Labor Code and the Public Safety Officers' Procedural Bill of Rights Act are not superseded, waived or in any other manner diminished by any term or condition of this Memorandum of Understanding.

Section 10. UNIFORMS. Effective April 1, 2006, and on April 1 of each year thereafter, Sergeants and Correctional Sergeants will be granted a uniform allowance of \$1000 per year, and Sheriff Captains, Sheriff Lieutenants, Correctional Lieutenants and Coroner Lieutenants will be granted a uniform allowance of \$500 per year for the purchase and maintenance of uniforms excluding safety equipment. In addition, any employee covered under the provisions of this MOU shall, upon promotion to the position of Captain, receive a one-time-only issue of an "Ike" jacket. Uniforms purchased will be in compliance with the Department's Uniform Manual.

Deleted: For Sergeants, Correctional Sergeants and Supervising Deputy Coroners, uniforms shall be provided and replaced, as needed, pursuant to the Department's Uniform Manual. Correctional Lieutenants, Correctional Commanders, Lieutenants and Captains are not eligible for such departmental provided and replaced uniforms but shall, instead, be granted a uniform allowance of \$250.00 per year, effective April 1, 1999, (\$300.00 per year effective April 1, 2002) and each April 1st thereafter, for the purchase and maintenance of uniforms, excluding safety equipment. In addition, any employee covered under the provisions of this MOU shall, upon promotion to the position of Captain or Correctional Commander, receive a one-time-only issue of an "Ike" jacket.

ARTICLE VIII LEAVE PROVISIONS

(Unless otherwise provided under the provisions of Article X, effective July 1, 2003, the provisions of this Article shall no longer be applicable to employees in the classifications of Captain, Lieutenant, Correctional Lieutenant, or Coroner's Lieutenant.)

Section 1. SICK LEAVE.

A. Every regular employee and officer shall accrue sick leave with pay on a daily basis and computed at the rate of four (4) hours per pay period, allowable upon certificate of a physician or other proof of illness satisfactory to the Department Head. Use of accrued sick

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leave shall be allowed for the purpose of preventative medical, dental care and care of the family. Family sick leave is defined to mean a spouse, child, parent, brother, or sister of the employee, living in the same household as the employee, who is disabled by illness or injury.

B. Payout for Sick Leave. Upon retirement, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for at the rate of fifty percent (50%) of the current salary value thereof for each such person who has had five full years of service in a payroll status provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

Post Employment Accounts: Effective the date of Board of Supervisors approval of this MOU, for each regular employee covered under this Memorandum of Understanding who is separating from County employment, the County shall provide post employment accounts wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit. Qualifying leave balances include annual leave, vacation, extra vacation, holiday balance, and the payable amount of sick leave. They do not include compensation time for overtime. Special Pay Accounts are tax deferred investment funds. The employee may also elect a Health Savings Account, designed to be free of taxes, and which may be used for future health care costs. A participant fee is charged for health savings accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

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C. Optional Payout for Sick Leave for Health Insurance Premiums. Upon retirement or disability retirement of an employee or officer and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, for employee opting to bank accumulated payouts at time of retirement to pay for future monthly health insurance premiums, unused accumulated sick leave shall be paid for at the rate of 11.75 percent of the current salary value thereof for each person who has had five (5) full years of service in a payroll status, plus 2.35 percent for each additional year to a maximum of 58.75 percent, and, in no event, shall the total payment exceed the sum equal to 125 day (8 hours = a day) of full pay or 1000 hours.

Section 2. BEREAVEMENT LEAVE. Accrued sick leave, not exceeding five (5) working days may be used by a regular employee or officer, or seasonal employee in an active payroll status, compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparent, grandchild and step-relationships to the above.

Section 3. FITNESS FOR DUTY. A Department Head, when in their judgment good cause exists, may request from the Human Resources Director that an employee be ordered off work until such time as the employee is able to present the Department Head with a certificate, from a physician approved by the County, stating the employee is able to return to work without impairing the health of the public, the employee's health, or the

health of the other employees in the department.

The cost of the physician's visit and services will be at County expense, and the employee shall continue to be on paid Administrative Leave until such time as a physician's report is received and the employee is officially notified of the County's determination of his/her status.

Section 4. LEAVE WITHOUT PAY/OFFICIAL LEAVE OF ABSENCE. An Agency/Department leave without pay or an Official leave of absence without pay may be granted for the following reasons: A) Illness or disability when sick leave has been exhausted; B) Pregnancy; C) To take a course of study which will increase the employee's usefulness on return to the County; D. Personal reasons acceptable to the authority whose approval is required.

A. Agency/Department Leave. Agency/Department leave without pay from one tenth of an hour up to 160 hours once in any one calendar year period may be granted to any employee by the Agency/Department Head. Such leave shall be reported as Leave Without Pay via the Agency/Department's payroll. The Agency/Department Head may require the leave without pay to be for a specified period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation or other evidence substantiating the leave as required by the Agency/Department Head.

An employee on leave without pay for illness or disability reasons will be required to present a return to work statement from the attending physician releasing the employee to duty, prior to being allowed to return to work.

B. Official leave of absence. A Regular employee may request an Official leave of absence exceeding 160 hours, but not exceeding one year, (2,080 hours). Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the Department Head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources Department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the Agency/Department, who may present it to the Board of Supervisors. The Board's action shall be final. Any Official Leave of Absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

Such leave may be extended upon further written request containing justification; therefore, such request for extension is to be processed in the same manner as the original request. In the case of a request for an extension due to illness or disability, updated information of the same kind submitted for the original request will be required.

Nothing herein shall prevent the earlier return to duty by the employee, except the Agency/Department may require two weeks advance notice of the employee's intention to return.

An employee on leave without pay for illness or disability reasons will be required to present a return to work statement from the attending physician releasing the employee to duty, prior to being allowed to return to work.

The Human Resources Director shall be promptly notified of the return of any employee from an official leave of absence without pay. The Board of Supervisors shall have the right to cancel or revoke a leave of absence previously granted.

Section 5. MILITARY LEAVE. Absences on account of military duty are governed by provisions of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 6. JURY DUTY. Any employee who shall be summoned for attendance to any court for jury duty during normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury.

A temporary employee shall be entitled to retain jury fees, since they may not be paid as an employee for time not actually worked as such employee. Any employee who shall be called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if they shall use County transportation. Any employee designated non-exempt from F.L.S.A. absent as a witness in a private matter shall not be entitled to be paid during such absence.

Section 7. AIR POLLUTION EMERGENCY. An employee unable to work on a regularly scheduled work day due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless they choose to use accumulated overtime credit, sick leave credit, vacation credit or holiday leave credit for the period of time off work due to the emergency.

Section 8. VOLUNTARY TIME BANK.

A. Definition of eligible employees. Only employees in budgeted ("Regular") positions within the Law Enforcement Management Unit are eligible to participate in the Riverside County Voluntary Time-bank Policy.

B. Definition of catastrophic illness or injury. Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all accumulated leave. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (i.e., the spouse, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for an extended period to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave.

C. Conditions and procedures under which a Time-bank for catastrophic illness/injury may be established.

1. Only the Department Head, upon concurrence from the Human Resources Director, may request establishment of a Time-bank for an employee within the department who is suffering a financial hardship due to a catastrophic illness or injury.

2. When the Department Head has determined that an employee would benefit from the establishment of a Time-bank, the Department Head will contact the employee to determine if the employee desires to participate in a Time-bank program. If the employee desires to participate in the Time-bank program, the Department Head will contact the Human Resources Department and recommend the establishment of the program.

3. The Time-bank will be established on behalf of an individual employee. The bank will accept donations of leave from one or more donors.

4. The Time-bank will be operated by the Department. The Department Head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-bank are kept confidential and that employees are not pressured to participate.

5. On establishing a Time-bank program, the Human Resources Department should ensure that only credits that are necessary are donated. All donations are not retrievable.

D. Conditions under which leave credits may be donated to a Time-bank.

1. Any employee may donate vacation, holiday accrual, or administrative leave. Sick leave and compensatory time may be not donated.

2. Donations of vacation, holiday accrual, or administrative leave must be in increments of 8 hours or more and drawn from one bank only.

3. The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be converted to cash upon that person's separation.

4. An employee may not donate leave hours which would reduce their accrued leave balances of vacation, holiday accrual, compensatory time, sick leave, or administrative leave to less than 168 hours.

5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or administrative leave.

6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donor and recipient's paid leave balance will be made.

E. Conditions under which leave credits in a Time-bank may be used.

1. Only the employee for which the Time-bank has been established may receive leave credits from the Time-bank. Such leave credits shall be added to the employee's vacation balance.

2. The affected employees will provide verification of the (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.

3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.

F. Steps to be taken by the department to establish a Time-bank program. A Department Head who decides that the department will participate in a Time-bank program will arrange with the Human Resources Department for the establishment of the Time-bank for the individual. The procedure to be followed must include:

1. Receipt of written approval from the employee to announce the need for a Time-bank transfer.

2. Notify the Human Resources Department of the need for the program and coordinate the program's establishment.

3. Require that employee donations be made directly to the Human Resources Department to ensure that employee's decision to donate or not donate is kept confidential.

4. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-bank and take appropriate action.

G. The Human Resources Department will:

1. Control the Time-bank program.

2. Receive from the employee benefiting from the Time-bank proof of eligibility and a signed agreement allowing publication of the employee's situation.

3. The employee benefiting from the Time-bank and the Human Resources Department will agree on the content of the publicity.

4. Publicize the establishment of the Time-bank program. The notice will inform all employees of:

a. The establishment of the voluntary program.

b. Their opportunity to donate.

c. How donations are submitted.

5. Notify the Department Head immediately if the program cannot be established and the reason(s).

6. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-bank and take appropriate action.

It is agreed that the use of the holiday bank for donation of time shall be applicable to this agreement subject to reopener should it be determined by the County that such use is abused or it is an administrative problem.

Section 9. PREGNANCY LEAVE. A pregnant employee shall not later than the sixth month of her term of pregnancy furnish her department with a signed physician's certificate specifying the anticipated date of delivery. If the employee wishes to work past the end of her seventh month of pregnancy, she shall furnish her department with a signed physician's certificate stating that she is physically able to continue working through a specified date prior to delivery.

If the employee wishes to return to work sooner than one calendar month after delivery, she shall furnish her department with a signed physician's certificate stating that she is physically able to perform the duties of her position.

Section 10. RELEASE TIME FOR REPRESENTATIVES. Release time for employees to meet and confer with the County shall be in accordance with the Employee Relations Resolution 89-350.

ARTICLE IX VACATION

(Effective July 1, 2003, the provisions of this Article shall no longer be applicable to employees in all Captain, Lieutenant, Correctional Lieutenant, or Coroner's Lieutenant classifications.)

Section 1. VACATION

A. Subject to the limitations and exemptions of this section, every regular employee and officer shall be entitled annually to the following number of working hours of vacation with pay in accordance with the record of their completion of continuous years of service:

Zero through 3 years (0 through 6,240 hours) in a payroll status, 80 hours cumulative to 320 hours;

Years 4 through 9 (6,248 through 18,720 hours) in a payroll status, 120 hours cumulative to 480 hours;

Years 10 or more (18,728 hours or more) 160 hours cumulative to 640 hours.

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than the maximum applicable to the current vacation accrual rate, and may be taken only at a time or times agreeable to the Department Head. Except as hereinafter provided, no earned vacation shall accrue in

excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this agreement. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.

C. Seasonal and temporary employees shall not be entitled to paid vacation.

D. No person shall be permitted to work for compensation for the County during their vacation, except with prior approval of the Board of Supervisors and the Department Head.

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E. A regular part-time employee shall accrue vacation in the same proportion that their working hours bear to the normal working hours of a full-time position. The same proportion shall apply in determining payment of earned vacation on termination.

F. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this Agreement, may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

**ARTICLE X
ANNUAL LEAVE**

Sec. 1001 Annual Leave:

A. Effective July 1, 2003, all regular full-time and regular part-time Coroner's Lieutenants, Correctional Lieutenants, Lieutenants, and Captains shall neither accrue vacation and sick leave nor be granted administrative leave. They shall, instead, earn Annual Leave according to each biweekly pay period of service commencing with the employee's initial anniversary date assigned to an employee during his/her latest period of County employment according to the following schedule. 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.

B. Accrual Rates:

<u>YEARS OF SERVICE</u>	<u>BI-WEEKLY ACCRUAL</u>
0 - <3 (0 to 6,240 hours)	8.92 hours
3 - <10 (6,241 through 18,720 hours)	10.46 hours
10 or more (18,721 or more hours)	12.00 hours

C. Vacation/Sick Leave Conversion: Also, effective July 1, 2003, accrued vacation

banks (including extra vacation) and up to 50% of accrued sick leave banks, not to exceed a maximum of 960 hours, for all current Coroner's Lieutenants, Correctional Lieutenants, Lieutenants or Captains shall be converted to Annual Leave on an hour-for-hour basis provided, however, that the maximum combined total of converted sick leave and vacation hours shall not exceed 1,200. Any Correctional Lieutenant, Lieutenant, or Captain who subsequently transfers or promotes into a classification covered under the provisions of this agreement shall have his/her accrued vacation balance similarly converted to Annual at the time of such transfer/promotion.

Sec. 1002 Annual Usage: During the first twenty-six (26) pay periods of employment, employees shall be encouraged to use no less than forty (40) hours of Annual Leave and, thereafter, employees shall be encouraged to use no less than eighty (80) hours of Annual Leave in each succeeding twenty-six (26) pay periods of employment. While on Annual Leave, an employee shall be compensated and receive benefits at the same rate as if he were on the job. Unless prior approval is granted by the Chief Executive Officer, Annual Leave shall not be used for the purpose of extending employment prior to retirement under CALPERS.

Sec. 1003 Maximum Accrual: Eligible employees shall not accrue more than the total Annual Leave hours described below:

<u>YEARS OF COMPLETED COUNTY SERVICE</u>	<u>MAXIMUM ACCUMULATION</u>
Less than 5 years of service	480 hours maximum
5 to 10 years of service	960 hours maximum
More than 10 years of service	1600 hours maximum

Effective upon Board of Supervisors approval of this MOU, the maximum accumulation hours for more than 10 years of service will be increased from 1440 hours to 1600 hours.

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

Sec. 1004 Annual Leave In Lieu Pay. A Correctional Lieutenant, Lieutenant or Captain may request to receive pay in lieu of up to eighty (80) hours of Annual Leave per calendar year. Upon approval of his/her agency/department head, such employee may receive pay in lieu of an additional eighty (80) hours of Annual Leave during the same calendar year provided, however, that no employee shall receive pay in lieu of more than 160 hours of Annual Leave in any calendar year. The benefits received pursuant to the provisions of this Section shall not be considered compensation earnable for CALPERS purposes.

Sec. 1005 Annual Leave Usage: Annual Leave may be used to restore pay otherwise lost due to absence from work for personal reasons or illness.

A. Each agency/department head shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the agency/department and of the County service. The appointing authority shall determine when Annual Leave will be taken.

B. In addition, when unscheduled usage of Annual Leave occurs, verification of the reason(s) for absence may be required from the employee. Any person absent from work shall notify his/her agency/department head on the first (1st) day of such leave and as often thereafter as directed by his/her agency/department head.

C. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of his appointing authority or the Human Resources Director, be required to have a physical examination by a County approved physician before returning to active duty. Such physical examination shall be performed by a physician designated by the Human Resources Director and shall be at County expense.

D. Sections 1005(B) and 1005(C) shall also apply to the use of existing sick leave accruals.

E. Annual Leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the agency/department head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the agency/department head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

F. Proof of Illness:

1. When in the judgment of the department head good reason exists for believing an employee may be abusing Annual Leave, the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid Annual Leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the department head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.

(a) Employees on a medical certification program shall have their annual leave usage reviewed at least annually. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence.

2. An employee off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a comprehensive

health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements.

Sec. 1006 Payoff Upon Retirement or Termination: Any regular employee who terminates or is terminated shall be paid for all accrued Annual Leave at the same rate as that received on the last day worked or last day of approved leave with pay.

Sec. 1007 Prior Sick Leave Accruals:

A. Effective July 1, 2003, current sick leave balances shall be frozen provided, however, that up to 50% (1/2) of the sick leave balances for employees covered under the terms and conditions of this Resolution shall be converted to Annual Leave pursuant to the provisions of Section 1001(C). The remaining sick leave hours may be used until the sick leave is exhausted or, upon retirement, disability retirement, or death of the employee, it may be paid as provided under the provisions of Section 1008 below.

Sec. 1008 Payout for Unused Sick Leave Upon retirement, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for at the rate of fifty percent (50%) of the current salary value thereof for each such person who has had five full years of service in a payroll status provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

Sec. 1009 Prohibition Against Employment While on Annual Leave: No person shall be permitted to work for compensation for the County while on Annual Leave without prior approval of the Board of Supervisors and his/her agency/department head.

ARTICLE XI HOLIDAYS

Section 1. Paid Holidays

A. Only regular and probationary and seasonal employees in a current paid status shall be eligible for paid holidays.

B. County Holidays

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr.
- February 12, Lincoln's Birthday
- Third Monday in February, Washington's Birthday
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- Second Monday in October, Columbus Day
- November 11, Veterans' Day

Fourth Thursday in November, Thanksgiving Day
(unless otherwise appointed)
Friday following Thanksgiving
December 24 and 31 when they fall on Monday
December 25, Christmas Day
December 26 and January 2, when they fall on a Friday
Friday preceding January 1, February 12, July 4, November 11 or December 25, when
such date falls on Saturday; the Monday following when such date falls on a Sunday.

Effective January 1, 2000, the Birthday Holiday shall cease to exist for employees covered under the provisions of this MOU. Employees covered under the provisions of this agreement shall neither be granted time off nor receive additional compensation for their birthday.

- C. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
- D. An employee who is terminating employment for reasons other than paid County retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
- E. An employee who is on a leave of absence without pay for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for that holiday.
- F. A regular part time employee shall only receive holiday pay for the holiday or portion thereof which coincides with their regularly scheduled working hours.
- G. The changing of a Sergeant's or Correctional Sergeant's regular scheduled day off to a holiday off for the sole purpose of avoiding holiday pay is prohibited.

An employee with accumulated holiday credit may, and if requested by the Department Head shall, within seven (7) days specify the dates of at least three (3) working days during the next two (2) succeeding pay periods that the employee desires to take as holiday compensatory time off. The Department Head may authorize compensatory holiday time off for all or any portion of the dates specified, but shall authorize at least one of the three (3); provided however, that if in the Department Head's judgment, such day or days will create a demonstrable hardship to the department; in that event, the employee, within seven (7) days after notification by the Department Head, shall specify three (3) other working days at least one (1) of which shall be granted. Unless otherwise agreed to by the employee, the Department Head shall not authorize time off less than eight (8) hours. If an employee, after being requested by the Department Head, refuses or neglects to specify the time they desire to take as compensatory holiday time off, as herein provided, the Department Head may schedule compensatory holiday time off for the employee.

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- H. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to equal compensatory time off for such a holiday; provided that any sworn peace officer in the Sheriff's Department, who is a member of the "Law Enforcement Management Unit" shall be paid for such holiday at their regular rate of pay not to exceed

eight (8) hours pay.

I. Any member of the "Law Enforcement Management Unit" whose regularly scheduled working day falls on a paid holiday, and who works on that holiday, shall be entitled to not more than 8 hours of compensation at the rate of one and one-half (12) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked; provided, however, that any affected employee who has any accumulated compensatory time off credit in the "holiday bank", shall retain such benefits until the "holiday bank" has been exhausted in the manner provided for in Section 1 F as it existed prior to this amendment.

J. A full-time employee who is a member of the Law Enforcement Management Unit of representation shall receive compensation for the Martin Luther King, Jr. holiday as follows:

1. Any such employee whose regularly scheduled day off falls on that holiday shall be entitled to eight (8) hours of compensatory time off.
2. Any such employee whose regularly scheduled work-day falls on that holiday who elects to take off that day as a holiday, with approval of the County, shall receive such time off without any loss of pay.
3. Any such employee whose regularly scheduled work-day falls on the holiday and who works that holiday shall receive compensatory time off at the rate of time and one-half (12) for all time actually worked on that day, which compensatory time off shall be in addition to the employee's regular pay for that work day.

ARTICLE XII
REIMBURSEMENT PROGRAMS

Section 1. LIVING QUARTERS, MEALS OR LAUNDRY SERVICE. Rates for maintenance, including living quarters, meals, or laundry service, furnished by the County to any officer or employee, shall be fixed by a resolution of the Board of Supervisors from time to time. Payment therefore shall be made by a deduction from compensation, or by performance of additional services, as may be determined by the Board of Supervisors.

Section 2. MEALS. No charge for meals shall be made where the same are furnished for the convenience of the County, such as for employees at County institutions who are required by the nature of their duties to take their meals in connection with such employment, and cooks and kitchen helpers when working an 8-hour shift for the convenience of the County shall be furnished one meal without charge in every department or institution of the County where kitchen facilities are maintained and meals regularly prepared. No person shall receive maintenance at any institution unless on duty at such institution.

Section 3. REIMBURSEMENT RATES FOR MEALS. Reimbursement rates for meals will be the following:

Breakfast up to	\$8.00
Lunch up to	\$12.00

Dinner up to \$18.00

If the County, by Ordinance or otherwise, provides for a higher rate, that rate shall apply. The existing criteria for paying for meals shall continue to be used by the County.

Section 4. GENERAL PROVISIONS. Nothing herein shall prohibit the furnishing of meals on a cost basis where necessary or convenient. It shall be the duty of each officer to make certain that the provisions of this section are complied with as to all employees, departments and institutions under their control and to keep the Auditor properly informed as to any payroll deductions required hereunder.

Section 5. MOVING EXPENSES-CURRENT EMPLOYEES. Upon the written request of a Department Head, with the written approval of the Executive Officer, the Board of Supervisors may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the change, shall be subject to such reasonable conditions as the Board may require, shall specify the maximum amount authorized and shall not be granted more than once in any one year period for any one employee, nor for any employee until they have been continuously employed by the County for at least one year preceding the authorization. If the employee voluntarily terminates employment with the County within one year of the payment of the expenses set forth herein, the employer shall, within 30 days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 6. REIMBURSEMENT FOR DAMAGED CLOTHING OR PROPERTY. Board of Supervisors' Policy # C-5 is incorporated herein by reference.

ARTICLE XIII GRIEVANCE PROCEDURE

General Provisions.

Section 1. DISCUSSION OF REQUEST OR COMPLAINT. It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any employee who believes that he has a justifiable request or complaint shall discuss the request or complaint with his immediate Supervisor in an attempt to settle the matter.

Section 2. GRIEVANCE DEFINITION. A "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by an employee, arising out of a specific fact situation or transaction that results in an alleged inequity or damage to the employee, the solution of which is wholly or partially within the province of the County to rectify and will involve the interpretation or application of existing Ordinances, rules, regulations, or policies concerning wages, hours, and other terms and conditions of employment. Grievances shall be submitted in writing on appropriate forms supplied by the Human Resources Department. A grievance does NOT include:

- A. Matters that have been reviewed under some other County administrative procedure;
- B. Requests or complaints the solutions of which would require the exercise of legislative power, such as the adoption or amendment of an Ordinance, rule, regulation, or policy established by the Board of Supervisors;
- C. Requests or complaints involving the termination of a probationary, seasonal, or temporary employee, or the termination, suspension, or demotion of a regular employee reviewable pursuant to the provisions of Ordinance No. 440 or under the State Merit System; and,
- D. Requests or complaints initiated by any member of the "Law Enforcement Management Unit" only, involving a departmental performance evaluation if, (a) with respect to permanent employees, including those in a promotional probationary status, the evaluation rating overall is satisfactory (or competent) or better or (b), with respect to entry level probationary employees, the evaluation rating for overall effectiveness is below standards or better.

Section 3. FREEDOM FROM REPRISAL. No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his immediate Supervisor, or for the good faith filing of a grievance petition.

Section 4. EMPLOYEE REPRESENTATION. An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, provided an employee that is a member of a representation unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, may be represented only by the exclusive employee organization. Reasonable access to work areas by representatives of qualified employee organizations shall be in accordance with Section 19 of the Employee Relations Resolution. The grievant and one representative, are entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

General Rules.

Section 5. GRIEVANCE PETITION FORM. All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete.

Section 6. PRESENTATION. All grievance petitions shall be filed within fifteen (15) working days after occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist.

Section 7. CONSOLIDATION. Grievance petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

Section 8. **RESOLUTION.** Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the County and the grievant.

Section 9. **WITHDRAWAL.** Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

Section 10. **TIME LIMITS.** Grievance petitions shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

Section 11. **RESUBMISSION.** Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

Section 12. **EXTENSION OF TIME.** The time limits within which action must be taken or a decision made as specified in this procedure, except for Section 14, may be extended by written consent of the grievant and the person before whom disposition of the petition is pending.

Procedure.

Section 13. **STEPS.** The following procedure shall be followed by an employee submitting a grievance petition:

A. **Discussion with Supervisor.** Prior to filing a written grievance petition the employee shall first take the matter up with the immediate Supervisor. The Supervisor shall give a prompt response where it is possible to do so. The employee and the Supervisor are each entitled to the presence of a silent observer to the employee-Supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the Supervisor.

B. **Step 1.** The employee shall have fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance to submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's Department Head. Within fifteen (15) working days after submission of the petition, the Department Head, or a designee, shall meet with the grievant and the employee's representative, if any. No later than fifteen (15) working days thereafter, the Department Head, or a designee, shall render a written decision.

C. **Step 2.** Failing to resolve the grievance at Step 1, the grievant shall submit a written request for review within ten (10) working days following the date the Department Head, or a designee, renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) working days of

the submission of the request for review. No later than ten (10) working days thereafter, the Human Resources Director, or a designee, shall render a written decision.

D. Step 3. Failing to resolve the grievance at Step 2, the grievant shall submit a written request for arbitration to the Employee Relations Manager, or a designee, within ten (10) working days following the date the Human Resources Director, or a designee, renders a decision. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner prescribed in Section 14. The Board of Supervisors shall either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the arbitrator's decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

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Section 14. ADVISORY ARBITRATION

A. After submission of a request for review, the grievant and the Employee Relations Manager or a designee, shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List" of 5 arbitrators from which an arbitrator shall be selected by alternatively striking names from the list until one (1) remains who shall then serve as the arbitrator. Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties.

B. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.

C. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Employee Relations Manager, or a designee, with the employee's Department Head at least two (2) working days in advance of the hearing date. When the grievant is self-represented or represented by other than the Exclusive Employee Organization, the employee shall deposit one-half (2) of the estimated hearing costs (including transcripts in accordance with Section 14 (b)) with the Employee Relations Manager who shall determine the estimate and process grievant's deposit.

D. Prior to the arbitration hearing, the grievant and the Employee Relations Manager, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

The arbitrator shall not decide any issue not within the statement of the issue submitted by the parties. This includes issues which have not been raised and considered at an earlier step of the grievance procedure.

E. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not

conflict with the provisions contained in this agreement.

H. Arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.

I. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between management of County departments, and personnel concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a grievance hearing.

Section 15. ARBITRATION STRIKE LIST. Both the Grievance and Disciplinary Procedures, as revised, require that the parties establish and maintain an Arbitrator Strike List from which arbitrators will be selected by alternatively striking names.

The following arbitrators will comprise the list:

R. Steinberg	A. "Buddy" Cohen
L. Zigman	M. Prihar
M. Burstein	

This list may be changed only by mutual agreement of the parties.

ARTICLE XIV DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. PERMANENT STATUS. Each employee who has completed an initial probationary period, and any extension, has permanent status.

Section 2. CAUSE FOR DISCIPLINE. Any of the following acts of an employee who has permanent status shall be good cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons:

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
- G. Absence without leave;
- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;

- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed.
- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department. The department shall prescribe procedures to insure that employees affected by the requirements are informed of them.
- O. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy.
- P. Violation of the County's Anti-violence in the Workplace Policy.

Section 3. SUSPENSION.

- A. Suspension of an employee shall not be for more than 40 working days.
- B. The suspension of an employee who is exempt from the Fair Labor Standards Act shall not be for less than one work week.

Section 4. REDUCTION IN COMPENSATION. For FLSA non-exempt employees, a reduction in compensation under this section shall consist only of a change within the salary range from the existing step to a lower step for a specified duration of one or more full pay periods.

Section 5. REVIEW BY PROCEDURE. By resolution, the Board of Supervisors shall provide a procedure whereby the involuntary dismissal, demotion, reduction in compensation, or suspension of an employee, shall at the employee's request, be reviewed to determine whether such action was justified and should be upheld. The procedure shall include the right, after notice, to a hearing before a designated body or officer having power to affirm, revoke or modify the action reviewed. Termination under paragraph (3) of this subsection shall be without prejudice and shall not be subject to the review procedure.

Section 6. DISCIPLINARY APPEAL PROCEDURE/GENERAL. Any notice required to be given by this Procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid, and addressed to the designated recipient at the recipient's last known address.

- A. As used in this Procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons, that directly affects the wages, hours, or working conditions of a permanent employee.
- B. Unless otherwise specified, as used in this Procedure, "Department Head" includes the Department Head or a designated subordinate.

C. The Employee Relations Manager may for good cause extend the time for performance of any act required or permitted by this Procedure, upon written request prior to expiration of the time fixed. Powers of the Employee Relations Manager may be exercised by a designated subordinate.

Section 7. NOTICE OF DISCIPLINARY ACTION.

A. Intent Letter. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as herein after provided at least seven (7) working days prior to the effective date of the action and shall include:

1. A description of the action(s) to be taken and the expected effective date(s);
2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
4. A statement informing the employee of the right to respond either verbally or in writing, to the Department Head prior to the effective date of the disciplinary action(s).

B. Implementation Letter. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on or before the effective date of the action and shall include:

1. A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent; and
2. A statement informing the employee of the right to appeal within 10 working days of the date the letter is served on the employee;

Section 8. INVOLUNTARY LEAVE OF ABSENCE

A. Pending investigation by the department of an accusation against an employee involving misappropriation of public funds or property, drug addiction, mistreatment of a patient or inmate at a County facility, or an act which would constitute a felony or a misdemeanor involving moral turpitude, the Department Head may place the employee on leave of absence for not to exceed 15 working days.

B. If disciplinary action is not taken on or before the date such a leave is terminated, the employee shall be deemed to have been on duty.

C. If disciplinary action is taken on or before the date such leave is terminated, the disciplinary action may be taken retroactive to any date on or after the date the employee

went on leave. Notwithstanding the service provisions of Section 8, the disciplinary action under such circumstances, shall be valid if written notice is served upon the employee not later than fifteen (15) working days after the employee is notified of the disciplinary action.

Section 9. APPEALS. Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Employee Relations Manager within ten (10) working days after the date of notification of action against which the appeal is made. An appeal shall:

- A. Be accompanied by a copy of any notice of disciplinary action served on the employee;
- B. A brief statement of the facts and reasons for the appeal; and
- C. A brief statement of the relief requested.

Section 10. AMENDED NOTICE OF DISCIPLINARY ACTION

- A. At any time before an employee's appeal is submitted to the Hearing Officer for decision, the Department Head may, with the consent of the Employee Relations Manager, serve on the employee and file with the Employee Relations Manager an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the department shall process said notice in accordance with Section 8 above. However, the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 11. WAIVER. If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived.

Section 12. HEARING PROCEDURE.

- A. The parties shall maintain an arbitrator strike sheet of five arbitrators from which hearing officers shall be selected by alternatively striking names until only one name remains. The inclusion or removal of names from the list shall be by mutual agreement of the parties.
- B. The hearing shall be set by the Employee Relations Manager at an early date. The employee and the Department Head shall be given not less than (10) working days notice of the hearing by the Employee Relations Manager. The Employee Relations Manager may postpone or cancel a hearing on reasonable notice to the employee, the Department Head, and their respective representatives.
- C. The employee and the Department Head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution (Resolution No. 89-350), unless represented by counsel, the employee may be represented only by the exclusive employee organization.

D. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the Department Head, or the Hearing Officer, provided reasonable notice is given the department employing the officer or employee. The Employee Relations Manager shall arrange for the production of any relevant County record. The Hearing Officer is authorized to issue subpoenas.

E. All appeal hearing involving a dismissal or demotion of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the Department Head may, at his own expense, provide a reporter for the hearing.

F. The expenses of the Hearing Officer and hearing shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.

G. Any employee not represented by the Exclusive Employee Organization shall provide to The human Resources Department an advance deposit of 50% of the anticipated costs of the hearing prior to the hearing being scheduled.

H. Within 21 days following the submission of the appeal, the Hearing Officer shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the Hearing Officer shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.

1. The Hearing Officer shall confine his/her decision to issues raised by the statement of charges and responses and render a decision based on the written MOU between the parties. The Hearing Officer may sustain, modify, or rescind an appealed disciplinary action imposed by the Department Head.
2. If the Hearing Officer finds that the disciplinary action was appropriate, the action shall be sustained.
3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the Hearing Officer's decision.
4. In the case of discharges, if the Hearing Officer finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the Hearing Officer.
5. If the Hearing Officer finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.

6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.

This section will not be applicable where both parties mutually agree to submit briefs.

7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. Where unemployment insurance is deducted from the restoration amount, the employee shall not be required to make further restitution. The appellant shall supply such outside employment earning records during the period of time in question when requested.

8. The employee and the Department Head shall have these rights:

- a. To call and examine witnesses;
- b. To introduce exhibits;
- c. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
- d. To impeach any witness regardless of which party first called the witness to testify; and
- e. To rebut any derogatory evidence.

9. The hearing shall be a private proceeding among the County, the employee and the employee organization. Attendance of others during the proceeding will be at the discretion of the arbitrator.

Section 13. EVIDENCE AND PROCEDURES APPLICABLE TO ALL HEARINGS

A. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.

B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 7.a. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.

C. Irrelevant and unduly repetitious evidence shall be excluded.

D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between management of County departments and Human Resources concerning personnel matters and communications between the union representative and the employee who is the

subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.

E. Oral evidence shall be taken only on oath or affirmation.

F. Any employee not testifying in his/her behalf may be called and examined as on cross-examination.

**ARTICLE XV
DISCRIMINATION COMPLAINT PROCEDURE**

(This policy is included for reference and should not be construed as a matter subject to the meet and confer process. Source: Resolution #92-497.)

A. Those Covered. The Riverside County Discrimination Procedure is available for use by County employees or applicants for County employment who believe they have been adversely affected by illegal discrimination.

B. Basis for Complaint. The basis for filing a complaint is alleged illegal discrimination based on race, color, national origin, ancestry, religion, sex, age, physical handicap, disability (as defined by the Americans with Disabilities Act), medical condition, marital status or pregnancy.

C. Time Limitations. Allegations of illegal discrimination can be filed with the Human Resources Department as a written complaint within 90 calendar days of the alleged incidence or occurrence. County of Riverside discrimination complaint forms are available at the Human Resources Department, (Note: Complainants may file allegations of illegal discrimination directly with the State of California Department of Fair Employment and Housing and/or the U. S. Equal Employment Opportunity Commission. Reference Section V, Notice of Rights.)

D. Review and Investigatory Procedures. Each complaint filed will be reviewed by the Human Resources Department to determine the adequacy of the grounds for the complaint. The Human Resources Department may refer the complaint to the concerned County department, independently investigate the complaint, or investigate the complaint in collaboration with the concerned County department. When the complaint is referred to the concerned County department, the department will investigate the alleged illegal discriminatory actions within 45 calendar days. All reports of investigation and findings will be forwarded to the Human Resources Department for review. If the finding of the investigation by the concerned County department concludes discrimination occurred because of an unlawful employment practice, the concerned County department will remedy the matter, following consultation with the Human Resources Department. The complainant will be advised, in writing, of the findings and conclusions of the investigation. If the finding of the investigation conducted by the concerned County department, as reviewed by the Human Resources Department, is illegal discrimination did not occur, the complainant will also be so advised in writing.

Investigations conducted independently by the Human Resources Department or in collaboration with the concerned County department are subject to the 45 calendar day investigatory time period. If the finding of the Human Resources Department concludes

discrimination occurred because of an unlawful employment practice, the findings will be made known to the Department Head or appropriate County official(s) in order to remedy the situation and eliminate the practices which caused the problem. The Complainant will be advised, in writing, of the findings and conclusions. If the finding of the Human Resources Department is illegal discrimination did not occur, the complainant will be so advised in writing, and the Department Head or appropriate County official(s) will be apprised.

E. Notice of Rights. Even though the County of Riverside has established procedures for resolving complaints alleging discrimination, complainants will be advised of the right to file a complaint directly with the State of California Department of Fair Employment and Housing (DFEH) and/or the U. S. Equal Employment Opportunity Commission (EEOC). Information will be provided to the complainant regarding how to contact those agencies. Receipt of a complaint from DFEH or EEOC will take precedence over the filing of an internal complaint using the County of Riverside Discrimination Complaint Procedure.

F. Human Resources Department Function. The Human Resources Department serves as a neutral third party in seeking the facts and attempting to determine whether or not illegal discrimination did take place. Consequently, the Human Resources Department does not function as the advocate of the complainant nor of the County department involved.

G. Resolution. Complaints may be resolved by conference, conciliation, and persuasion at any time during the process.

Complaints shall be filed by using a "Discrimination Complaint Form."

ARTICLE XVI ANTI-STRIKE CLAUSE

It is hereby agreed that the Riverside County Law Enforcement Management Unit (LEMU) shall not take part in, nor call, sanction, foster, nor support any strike, work stoppage, slow-down, sick-in, nor interference with the County's operation during the term of this Memorandum of Understanding.

Should a strike, sick-in, picketing, boycott or any other interruption of work occur, the County shall notify the Riverside County Law Enforcement Management Unit (LEMU) of the existence of such activity and the Association will take all reasonable steps to terminate such activity and induce the employees to return to work.

ARTICLE XVII LAYOFF AND REINSTATEMENT

Section 1. SENIORITY

A. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire. For employees of the Sheriff's Department, seniority is further defined in accordance with Departmental Memorandum #776 dated August 29, 1974.

B. Definition of Department. Department, for the purposes of this Procedure, shall be defined as an agency, department, or district of the County which is set out in County Ordinance No. 440.

C. Except as otherwise provided in this Procedure, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the lay off list.

Section 2. REDUCTION IN FORCE

A. When it becomes necessary to reduce the work force in a department, the Department Head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department or other organizational unit of the department which is identified as a Section or Subsection in this Memorandum. No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.

B. Any reduction in the number of regular employees holding a job classification designated by a Department Head for layoff shall be made in the following order of employment status:

1. Temporary promotion employees (return to former class);
2. Probationary new employees;
3. Probationary transfer employees, probationary promotional employees, and regular employees.

C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department, subject to the approval of the Human Resources Director. Employees laid off out of seniority shall be given written notice of this action.

D. After consultation with the Human Resources Director or a designee, the Department Head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:

1. The reason for layoff;

2. The effective date of the action;
3. If laid off out of seniority.

E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the department, and was not removed therefrom for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven days of written notification of layoff by personal delivery or mailing of a certified letter.

Regular employees who elect to demote under this provision shall be placed on the step nearest their present salary within the range of the class to which they are demoting provided such step shall not exceed present salary.

F. The affected employee organization will be provided a copy of the final layoff list.

Section 3. REASSIGNMENT

A. An employee not expected to be laid off may in lieu of reassignment elect to be laid off and be placed on the Departmental Reinstatement List if both of the following conditions exist:

1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) working days of the effective date of the reassignment; and
2. If the new work location is more than 40 miles from the employee's current work location or the employee's home, whichever is closer.

B. An employee who chooses to be laid off and have their name placed on the Departmental Reinstatement List under this section shall notify the department in writing of the decision at least three (3) working days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective.

Section 4. EMPLOYMENT COUNSELING AND REFERRAL. Prior to the effective date of layoff, every employee given notice of layoff for a period of time longer than one (1) pay period may schedule an employment counseling session with the Human Resources Department for assistance in determining other employment opportunities within the County for which the employee may qualify.

A. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred first to any department requesting a recruitment for classifications from which the employees were laid off.

B. Employees who meet the minimum qualifications and have either been laid off or

have been given layoff notices shall be referred first to departments requesting recruitments for all other classifications within LEMU bargaining units.

C. Departments are required to notify Human Resources in writing why these candidates are unacceptable before outside candidates will be referred.

Section 5. DEPARTMENTAL REINSTATEMENT LIST

A. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under subsection (C) above, shall be placed on Departmental Reinstatement Lists for all classifications of a currently equal or lower salary range in which the employee ever held regular status, provided the department is allocated any positions of such classifications.

B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.

C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:

1. The expiration of two (2) years from the date of placement on the list.
2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify their Department Head, in writing, of the employee's current mailing address.
4. Request in writing to be removed from the list.

D. Status on Reinstatement. Reinstatement is defined as recall by the same department, from a departmental reinstatement list, into a regular position. Upon reinstatement, the employee shall be entitled to:

1. Restoration of all sick leave credited to the employee's account on the date of layoff.
2. Continuation of seniority.
3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
4. Placement on the salary range at a step which is nearest former or current pay rate, whichever is higher, with the employee's hours in a step being the same number of hours which the employee had at the time of layoff.

Section 6. REEMPLOYMENT

Status on Reemployment. Reemployment is defined as being employed by the same or other department into a regular position, only while on the reinstatement list, other than that from which the employee had reinstatement rights to. If reemployed while the employee's name is current on any reinstatement list, the employee shall be entitled to:

- A. Restoration of all sick leave credited to the employee's account on the date of layoff.
- B. Continuation of seniority shall be credited to the employee upon successful completion of the applicable probationary period.
- C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.

Section 7. TEMPORARY RECALL. Departments may elect to recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than 30 days and not to exceed 480 full time hours within a six month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond 480 full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under Section 5(D)(4) of this Article.

ARTICLE XVIII
ALCOHOL AND DRUG ABUSE POLICY

Section 1. PURPOSE. It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While the County of Riverside has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While County will be supportive of those who seek help voluntarily, County will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

Supervisors will be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

The County will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for

accidents, absenteeism, substandard performance, poor employee morale or damage to the County's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

In recognition of the public service responsibilities entrusted to the employees of the County, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the County.

Section 2. POLICY. It is County policy that employees shall not be under the influence of alcohol or drugs while on duty or on a standby or an on-call status; or consume alcohol or illicit drugs while on County property or at work locations or while on duty; or possess controlled substances or prescription drugs without a prescription while on duty. Employees shall not: manufacture, sell, provide, distribute, or dispense prescription drugs or controlled substances to any other employee or to any person while on duty unless authorized by law; or sell, provide, distribute, or dispense alcohol to any other employee while such employee is on duty.

While use of medically prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify their supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of County equipment can result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The County reserves the right to search, without employee consent, all areas and property in which the County maintains control or joint control with the employee, except the lockers of public safety officers, or other space for storage that may be assigned to public safety officers. No public safety officer shall have their locker, or other space for storage that may be assigned to them searched except in their presence, or with their consent, or unless a valid search warrant has been obtained or where they have been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the County. The County may notify the appropriate law enforcement agency that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the County.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and may be detained for a reasonable time until they can be safely transported from the work site.

The County is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

The County has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the EAP Counselor for additional information.

Section 3. APPLICATION. This policy applies to all employees of and to all applicants for positions with the County. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

Section 4. EMPLOYEE RESPONSIBILITIES AND AS A CONDITION OF EMPLOYMENT

An employee must:

- A. Not report to work or be on a standby or an on-call status while their ability to perform job duties is impaired due to on or off duty alcohol or drug use;
- B. Not possess or use controlled substances (illegal drugs or prescription drugs without a prescription) at any time, or use alcohol at any time while on County property or while on duty;
- C. Not directly or through a third party manufacture, sell, distribute, dispense or provide controlled substances to any person, including any employee, at any time; or manufacture, sell distribute, dispense or provide alcohol to any employee while either or both are on duty;
- D. Notify their supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment; and
- E. Notify their supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

Section 5. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. Managers and supervisors are responsible for reasonable enforcement of this policy.
- B. No persons shall physically search the person of employees, or shall they search the personal possession of employees without the freely given consent of, and in the presence of, the employee.
- C. Managers and supervisors shall notify their Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head shall notify the appropriate law enforcement agency.

Section 6. DISTRIBUTION. A copy of this policy shall be provided to every employee of the County of Riverside upon its adoption and each new employee hired on or after September 1, 1989.

Section 7. SUPERSESSON. This policy shall supersede any previous drug and alcohol policy of the County of Riverside. However, this provision of this policy is not intended to nor is it to be construed to supersede the drug and/or alcohol policy and/or general orders

of any department of the County.

ARTICLE XIX
FLEXIBLE BENEFIT PROGRAM

Section 1. ESTABLISHMENT OF THE PLAN

A. Purpose. The County of Riverside, a political subdivision of the State of California, hereby establishes a cafeteria plan, to be known as "The County of Riverside Flexible Benefits Program" (the "Plan"). The plan is intended to qualify as a plan described in section 125 of the Internal Revenue Code of 1986. The plan is established effective as of November 20, 1986, in order to provide eligible employees a means of choosing among various benefit programs on a favorable tax basis.

B. Applicability of Plan. The provisions of this plan are applicable only to the employees of the County in current employment who are members of a participating group of employees, on and after November 20, 1986, who are enrolled in a benefit program offered under the welfare Benefit Plan (excluding dental) offered by the County and who meet the eligibility requirements.

C. Provision for Payment of Benefits. Payment of the costs of benefits which are provided under this plan comes from: County contributions of cash and to the extent additional funds are needed, with employee contributions of salary.

Section 2. DEFINITIONS. The capitalized words and phrases in this plan shall have the meanings set forth below:

A. The "Administrator" means the Health Benefits Officer of the County or a designee.

B. The "Code" means the Internal Revenue Code of 1986 as from time to time amended, supplemented, or superseded by laws of similar effect.

C. The "County" means the County of Riverside, a political subdivision of the State of California and, where the context requires, the duly authorized representative thereof.

D. "Contributory Coverage" means that coverage available to employees under a Welfare Benefit Plan and dental coverage for which the County makes contributions of cash on behalf of each employee and requires a salary reduction by an employee if the cost of the coverage exceeds the County's contribution made on behalf of the employee.

E. "Effective Date" means November 20, 1986.

F. "Employee" means an individual who is a "regular employee" as referred to in Salary Ordinance No. 440, of the County.

G. "Plan Year" means the calendar year.

H. "Welfare Benefit Plan" means any employee benefit program offered pursuant to this plan. Currently, the only such plans are the major medical coverage's offered on either an

indemnity or prepaid basis and dental coverage, but not included are any vision, disability or accidental death or dismemberment plans which the County offers. Rights under any Welfare Benefit Plan offered pursuant to this Plan shall be determined only under the documents establishing the Welfare Benefit Plan, as amended from time to time, and which are incorporated herein by this reference.

I. Gender and Number. Except when other wise indicated by the context, any masculine terminology shall also include the feminine and the definition of any term in the singular shall also include the plural.

Section 3. **ELIGIBILITY AND PARTICIPATION.** A person who is a member of a group of Employees (1) which is represented for collective bargaining purposed by an association or union which adopts this Plan through a memorandum of understanding with the County of (2) which is a classification of Employees with respect to which the County adopts the Plan shall be eligible to become a member of this Plan commencing with the effective date of such adoption. If a participant transfers to any position which is not covered by the Plan, employee shall cease to be a participant. The individual will again become a participant when they return to a position covered by the Plan.

Section 4. **BENEFITS**

A. **Electable Benefits.** The Compensation and benefits among which an employee may elect under this Plan are:

1. Salary, and;
2. Contributory Coverage's which are available to the Employee in lieu of salary. Included in the Contributory Coverage's are benefits available under the Welfare Benefit Plan and dental coverage as offered by the County.

An employee may elect to receive cash in lieu of County contributions only if the County contribution which would otherwise be made on his behalf exceeds the cost of the least expensive major medical coverage (not including dental) available under a Welfare Benefit Plan. The maximum amount an Employee who elects to receive cash under the preceding sentence may receive shall be the difference between the County contribution on behalf of the Employee and the greater of the cost of the least expensive major medical coverage (not including dental) available under a Welfare Benefit Plan if the Employee selects the least expensive coverage available or the cost of the coverage selected by the Employee under a Welfare Benefit Plan pursuant to this Plan.

B. **Election Under Plan.** Elections under Section 4 shall normally be made for one year periods. Once per year at the date it specifies, the County shall permit each eligible Employee to make an election between a Contributory Coverage or cash in lieu thereof, as provided under Section 4. An employee may only revoke their benefit election and make a new election with respect to the remainder of the one year period to the extent permitted by the County, and only if both the revocation and the new election are on account of and are consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child and deletion of dependents. In addition, elections may also be made not later than ninety days after an Employee first becomes eligible for a

Contributory Coverage. Any election made by an Employee will remain in effect until changed by the Employee.

C. Election Amendments by Administrator. The County may amend Employee elections under this Plan in the event the County determines that amendments are necessary or advisable in order to (i) satisfy the anti-discrimination requirements imposed on this Plan by the Code; (ii) prevent any Employee from having to recognize more income for Federal income tax purposes from the receipt of fringe benefits hereunder than would otherwise be recognized, due to the application of any anti-discrimination provision of the Code; or (iii) maintain the non-taxable status of benefits received under this plan or any benefit plan pursuant to the requirements of the Code.

D. Funding. This Plan shall be funded by County contribution of cash, and salary reduction contributions to the extent additional funds are needed by Employees in order to receive Contributory Coverage. County contributions shall be applied by the County to purchase Contributory Coverage's for electing Employees or to pay then cash as provided under Section 4. The maximum amount of salary that could be waived by Employees shall be the difference between the cost of the most expensive coverage available under a Welfare Benefit Plan that the Employee could select for the period in question and the nonelective County contribution made on the Employee's behalf. Each participant shall determine the amount of reduction in their salary to be used to purchase Contributory Coverage's for the Plan Year, for each biweekly pay period, prior to the beginning of such Plan Year, or:

For the participant subject to a change in the family status referred to in Section 4(B), prior to the Effective Date specified by the participant in a written notification to the designated office of the County on such forms as the County may prescribe.

Section 5. RECEIPT OF BENEFITS

A. Controlling Effect of Benefit Plans and Programs. All claims for benefits shall be subject to and governed by the terms and conditions of the particular benefit plan or program adopted by the County with respect thereto and the rules, regulations, policies, and procedures from time to time adopted in accordance therewith.

B. Insurance. To the extent that insurance or prepaid benefit coverage is procured to provide any of the benefits elected by Employees pursuant to this plan, an Employee's right to such benefits shall be limited to the amounts payable by such insurance, or available under the prepaid program, and the receipt thereof shall be subject to satisfaction of all of the terms, covenants, conditions, rules and regulations of the insurer or prepaid program. The County shall not have any independent obligation or duty to provide benefits to participants to the extent that such benefits are to be provided by the insurance or prepaid program. The County shall have the right from time to time to change the coverage's or carriers of any one or more insurance policies without written notice to employees.

Section 6. ADMINISTRATIVE PROVISIONS. The Administrator shall administer the Plan and shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not limited to, the following:

- A. To construe and interpret this Plan, to decide all questions of eligibility and participation and to determine the benefit plans and programs to be covered by this Plan;
- B. To prescribe procedures to be followed by Employees to make benefit elections pursuant to this Plan;
- C. To prepare and distribute information explaining this Plan and the benefit plans and programs covered hereby in such manner as the Administrator determines to be appropriate;
- D. To request and receive from all Employees such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- E. To furnish each Employee with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;
- F. To receive, review and keep on file such reports and information concerning the benefit plans and programs covered by this Plan as the Administrator determines from time to time to be necessary and proper; and
- G. To appoint or employ such individuals or entities to assist in administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants.

The County may amend, alter, or change the benefit plans and programs covered by this Plan and may amend or terminate the Plan itself.

County offered health insurance coverage is mandatory in order to receive cash back. If monies remain after health and dental insurance premium deductions, said monies may be taken in cash up to the aggregate total of \$330.44. Dental insurance is optional.

For example:

Health Insurance Premium 1) Party =	\$150.00
Dental Insurance Premium	\$ 20.00
Cash	\$160.44
Total	\$330.44

H. County Contributions. Effective January 2, 2001, for all employees covered under the provision of this MOU, the County's monthly contribution on behalf of each active employee is \$345.44.

Effective July 7, 2005 (to be processed the first pay period following Board of Supervisors approval), the monthly contribution shall be increased by \$111.28 to \$456.72.

Effective July 6, 2006 (pay date August 2, 2006), the monthly contribution shall be increased by \$111.28 to \$568.00.

Effective July 5, 2007 (pay date August 1, 2007), the monthly contribution shall be

~~Deleted: Effective February 11, 1999, for all employees covered under the provisions of this MOU, up to \$202.44 for flex benefits and \$128.00 for health insurance per month paid by the County on County plans with difference between premium deductions and \$330.44, if any, paid to employee. Effective January 2, 2001, up to \$217.44 for flex benefits and \$128.00 for health insurance per month paid by the County on County plans with difference between premium deductions and \$345.44, if any, paid to employee. Must have County Health Insurance to receive contribution.~~

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increased by \$111.28 to \$679.28.

Dental insurance is also available. Regular part-time employees who work 20-29 hours receive 2/3 benefits and 30-39 hours receive 3/4 benefits.

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The parties agree that any mid-year adjustments to flexible benefit contribution will not require a new open enrollment process.

Section 7. OPTICAL INSURANCE. Effective August 20, 1992, the County shall provide an optical plan. Members who participate shall be covered commencing October 1, 1992. The premium cost for optical insurance shall be made in addition to the County contribution to the Flexible Benefit Plan.

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Section 8. LONG -TERM DISABILITY INSURANCE. Employees covered under the provisions of this Agreement shall be enrolled in the County' Long Term Disability Plan at no cost to the employee. The County's Plan pays 66.67% of earnings, to a maximum of \$6,000.00 per month, after a 60 -day waiting period. Benefits are payable until a maximum age of 65.

A. The definition of disability shall be as follows: An employee is disabled from all occupations if, as a result of sickness, accidental bodily injury or pregnancy, an employee is unable to perform with reasonable continuity the material duties of any gainful occupation for which he/she is reasonable fitted by education, training and experience. Gainful is interpreted to mean the same station in life.

B. Reciprocity: An employee who is absent from work due to an industrial disability shall not be entitled to receive both (a) full salary in lieu of temporary disability benefits pursuant to this Agreement or Section 4850 of the Labor Code and (b) benefits available under the County's Long-Term Disability Insurance Plan.

C. Correctional Sergeants and Correctional Lieutenants: Employees in these classifications covered by this Agreement shall be included in the County's Long-Term Disability Insurance Plan effective June 1, 1991 and shall no longer be included with the County's Short Term Disability Insurance Plan.

Section 9. DEFERRED COMPENSATION. Regular employees covered under the provisions of this Agreement are eligible to participate in County sponsored Sec.457 and Sec. 401 (a) plans subject to the provision of the plan documents and applicable state and federal law. These plans are available to employees through Nationwide Retirement Solutions, or the Variable Annuity Life Insurance Company (AIG VALIC).

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A. The Sec. 457 plan is employee contributions only. Employees may make biweekly contributions not to exceed the maximum allowable IRS limit.

The County shall allow each employee, upon retirement, to convert accumulated annual leave, vacation, sick leave, holiday and compensation time to the County's approved deferred compensation plan, subject to the maximum allowable IRS limit.

B. Contributions to the Section 401 (a) can be made only be the employer. Effective

February 11, 1999, the County shall increase its contribution from \$15.00 to \$20.00 per biweekly pay period to a 401(a) money purchase plan for each enrolled regular employee covered under this Resolution. Effective December 27, 2001, the County shall increase its contribution from \$20 to \$58.50 per biweekly pay period to the 401(a) money purchase plan for each enrolled Sergeant or Correctional Sergeant who is a regular employee.

ARTICLE XX
MAINTENANCE OF MEMBERSHIP

Employees in the Law Enforcement Management Unit who are members of LEMU on February 4, 1999, shall remain members during the period covered by this Memorandum of Understanding. Such employees may withdraw during the month of January of any year as described below.

Any employee desiring to revoke their authorization for dues shall forward a letter by United States Mail or in person to LEMU, setting forth his/her desire to remove said authorization and may include reasons thereof. To be considered, a letter shall be received by LEMU on or after January 1st, but no later than the last working day of January. LEMU shall promptly forward a "stop deduction" to District payroll in the manner provided by the District.

Failure to timely notify LEMU as described above shall be deemed abandonment of the right to revocation until the next appropriate time period.

Hold Harmless. LEMU shall indemnify and hold the County harmless from any and all claims, demands, suits or any other action arising from these maintenance of membership provisions.

ARTICLE XXI
LABOR/MANAGEMENT COMMITTEE

Such committee shall initially meet no later than 30 days after the implementation date of this Memorandum of Understanding and shall continue to meet thereafter at times and locations agreed-upon by the committee members. The committee's initial agenda shall include the development of a physical fitness program which could include both incentives and disincentives; the examination of ways to reduce the use of both work related and non-work related paid time off, and any other mutually agreed-upon related issues.

ARTICLE XXII
PROVISIONS OF LAW

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

Reference:

Minute Order 3.24, dated 05/09/2001

Minute Order _____, dated 08/23/2005

ARTICLE XX
MAINTENANCE OF MEMBERSHIP

Employees in the Law Enforcement Management Unit are the members of LEMU on February 4, 1991. Staff remain members during the period covered by the Memorandum of Understanding. Such employees may withdraw during the term of the contract as described below.

Any employee who wishes to resign or to be terminated for cause shall give written notice to LEMU, stating such notice, before the next regular meeting of the Board of Supervisors. To be considered a resignation, the employee must be notified by LEMU in writing within ten days of the last working day of January 15th of the year following the resignation. A resignation shall be effective on the date provided by the employee.

Failure to timely notify LEMU as described above shall be considered an implied resignation with the next regular meeting of the Board of Supervisors.

High Performance LEMU shall remain in force and the County shall maintain the same. Changes in the Memorandum of Understanding shall be maintained as well as any other provisions of the Memorandum of Understanding.

ARTICLE XXI
LABOR MANAGEMENT COMMITTEE

Both parties shall jointly meet no later than 30 days after the implementation date of the Memorandum of Understanding and shall continue to meet thereafter in times and locations agreed upon by the committee members. The committee's initial agenda shall include the development of a financial review program which could include joint review and discussion of the Memorandum of Understanding. The use of both work related and non-work related child care will be an initial agenda item.

ARTICLE XXII
CIVIL SERVICE LAW

It is the intent of the County and the State to maintain the provisions of the Civil Service Law, and County laws and regulations. If any part or provision of this Memorandum is in conflict or inconsistent with any applicable provision of Federal, State, or County laws, regulations or is otherwise held to be invalid or unenforceable by any judicial or administrative tribunal, such part or provision shall be suspended by such applicable law, regulation, and the remainder of this Memorandum of Understanding shall remain in full force and effect.