

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

245



**FROM:** Waste Resources Management District

**SUBMITTAL DATE:**  
October 30, 2006

**SUBJECT:** Approval of the 2006-2009 Memorandum of Understanding with Service Employees International Union (SEIU), Local 1997.

**RECOMMENDED MOTION:** That the Board of Directors approve the 2006-2009 Memorandum of Understanding between the County of Riverside Waste Resources Management District (District) and Service Employees International Union (SEIU), Local 1997.

**BACKGROUND:** The District was historically separate from the County and employees of the District were represented by SEIU. The District has since become a part of the County and newer employees are included in the Countywide bargaining units. However, a group of 55 employees are covered separately under an MOU between the District and SEIU. (cont'd)

Departmental Concurrence

  
\_\_\_\_\_  
Hans Kernkamp, General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 8,250	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2006/2007
<b>SOURCE OF FUNDS:</b> Waste Management Landfill User Fees				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

**C.E.O. RECOMMENDATION:** **APPROVE**

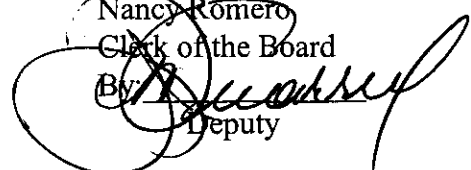
**County Executive Office Signature** 

- Policy
- Policy
- Consent
- Consent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Wilson and Ashley  
 Nays: None  
 Absent: Stone and Tavaglione  
 Date: November 7, 2006  
 xc: Waste Mgmt., SEIU, Co.Co., Auditor

Nancy Romero  
 Clerk of the Board  
 By   
 Deputy

**Prev. Agn. Ref.:** | **District:** | **Agenda Number:**

**12.3**

SEIU asked to open negotiations with the County for a new Memorandum of Understanding. Discussions with the County started on August 11, 2005, and sixteen (16) bargaining sessions were held. A tentative agreement for a new forty two (42) month Memorandum of Understanding, covering 2006 through 2009, was reached on December 19, 2005. Your Board adopted the tentative agreement on January 10, 2006, as that agreement was also intended to modify the District MOU.

On December 8, 2005, a single meeting was held with SEIU to communicate District issues that are unique to the Waste Resources Management District/Department. Resolution of those issues was not completed and the parties agreed to continue to meet following the approval/ratification of the tentative agreement for the 2006-2009 Memorandum of Understanding.

Two bargaining sessions took place in June and July of 2006, and the parties reached a tentative agreement (Attachment A) related to the District specific issues on July 18, 2006.

The County and SEIU cooperated in a cleanup of the Waste Resources Management District Memorandum of Understanding (MOU) pertaining to language, spelling, grammar, formatting and updating the MOU to include the tentative agreements reached with SEIU on December 19, 2005, and July 18, 2006.

We bring the Board the final version of the new Memorandum of Understanding (Attachment B) applicable to the 55 District employees that resulted from this cooperative effort.

Attachment

**Summary of Tentative Agreement  
between County of Riverside and SEIU related to WRMD**

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ARTICLE IV  
WORKWEEK, OVERTIME AND PREMIUM PAY

Add new section

Section 3, E, Premium Pay

E. Skill Pay for Equipment Operators

Employees in the classifications of Equipment Operator II, or Senior Equipment Operator shall receive the following premiums:

- Equipment Operators operating any dozer which is a D-8 equivalent or larger, shall be paid \$1.00 per hour for time actually worked operating the dozer; or
- Equipment Operators operating a (trash) compactor shall be paid \$.50 per hour for time actually worked operating the compactor.

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ARTICLE V  
PAY PRACTICES

Delete underlined portion of this Section as historical

Section 8. 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 redetermined as if the temporary promotion had not occurred. Any step increases which would have been due in their regular position shall be allowed.

The District, beginning with time recorded in calendar year 1995, will temporarily promote employees who have performed at a higher class, as confirmed by management, for 480 hours more than one time in successive calendar years. Higher-level duties must be maintained in order for the employee to remain temporarily promoted to the higher class.

The District and SEIU agree that employee rotation through a higher class for training purposes will be exempt from this provision. All temporary promotions granted through this process shall be conducted through the competitive selection process.

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ARTICLE VI  
GENERAL PERSONNEL PROVISIONS

SECTION 8, Class B License Differential

Current Language:

Section 8. Class "B" License Differential. Any Equipment Operator I who possesses a valid Class B California Driver's License shall receive additional compensation in the form of \$.10 per hour for each hour actually worked.

Delete current language as obsolete (No EO I's without B License) and add this language and move this section to Special Provision Article)

Section 1. Class "B" License

Effective upon adoption of this Memorandum, employees in all Equipment Operator classifications shall be required to hold a valid Class B California Driver's License. The District/County will maintain a record of the current status of employees' license.

All incumbent Equipment Operators will be given six months from the date of adoption of this Memorandum to obtain a Class B license. The Waste Management Department/District will provide the necessary training, time, and equipment to assist the employees in obtaining the required Class B license.

If an employee is unable to obtain a Class B license in the timeframe outlined above, he/she will have the option of voluntarily demoting to a job class not requiring a Class B license. If he/she subsequently obtains a Class B license he/she will be eligible for promotion to vacant Equipment Operator position(s). If the employee elects not to voluntarily demote, he/she may be terminated in accordance with Article XI, Section 2 (N).

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ARTICLE VI  
GENERAL PERSONNEL PROVISIONS

Add new section to this Article

ELECTRONIC FUND DEPOSIT OF PAYROLL

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 Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior the electronic deposit. Statement of Earnings will be mailed to the last known address with the Human Resources Department. It shall be the responsibility of the employee update their address of record with the Human Resources Department as required.

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ARTICLE VI  
GENERAL PERSONNEL PROVISIONS

SECTION 6, Safety Shoes

Current Language:

Section 6. Safety Shoes. Upon presentation of proof of purchase acceptable to the District, the District shall reimburse employees assigned to landfill operation, to a maximum of \$50.00 per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of his/her duties.

Amend current language and move to Special Provisions Article of MOU)

Safety Shoes. As authorized by the General Manager-Chief Engineer and upon presentation of proof of purchase acceptable to the District/County, the District/County shall reimburse employees assigned to landfill operation, to a maximum of \$100.00 per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of his/her duties. Employees in the Waste Inspection Series may be reimbursed to a maximum of \$175.00 per fiscal year.

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ARTICLE VI  
GENERAL PERSONNEL PROVISIONS

Move to Special Provisions Article

Section 7. Hepatitis B Vaccination. Upon receiving prior authorization, any employee whose regularly assigned duties require him/her to be in constant contact with landfill waste shall be granted paid time off to obtain a Hepatitis B vaccination(s). In the event the employee's health plan does not cover the cost of such vaccination, the District shall provide the vaccination through Occupational Health or, for employees assigned to work at desert locations, through the nearest County Public Health Clinic.

ARTICLE VI  
GENERAL PERSONNEL PROVISIONS

Add new section:

Employees are required to provide to the Department/District a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

If the change restricts the employee's ability to drive and driving is an integral part of his/her normal duties, he/she shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to 30 calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the 30 days the employee has failed to have his/her license reinstated he/she will be deemed to have applied for and obtained an additional leave of absence of up to 15 calendar days, during which the Department /District may take action to separate employment pursuant to Article XI.

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ARTICLE XXXI  
UNIFORMS

Current language:

The District shall supply one coverall, per employee, per year, to employees in the Trades, Crafts, and labor bargaining Unit, who are required to provide mechanical service and maintenance to District vehicles.

<u>Classification</u>	<u>Annual Allowance</u>
Maintenance Worker-WRMD	\$161-193
Equipment Operator I & II – WRMD	\$165
Senior Equipment Operator – WRMD	\$165
Laborer – WRMD	\$165
Crew Lead Worker – WRMD	\$141
Maintenance & Construction Worker – WRMD	\$161
Haz. Waste Inspector – WRMD	\$405
Senior Haz. Waste Inspector – WRMD	\$405
Supv. Haz. Waste Inspector – WRMD	\$405
Supv. Equipment Parts Storekeeper – WRMD	\$161
Equipment Service Supervisor – WRMD	\$82

Amend language as follows:

The following uniform allowances are provided by the District to employees in the following classifications based on the authorization and approval of the employee's supervisor. Authorization is on an "as needed" basis and not to exceed the annual allowance without special and extenuating circumstances approved by the District General Manager-Chief Engineer or his designee:

<b>Classification</b>	<b>County LIUNA Job Code</b>	<b>District SEIU Job Code</b>	<b>Annual Allowance</b>
Maintenance & Construction Worker	66529	80029	\$200
Equipment Operator I & II	66511/66512	80023/80024	\$200
Senior Equipment Operator	66513	80073	\$200
Landfill Safety Monitors	66575	80006	\$220
Laborer	62202	80028	\$200
Crew Lead Workers	66502	80056	\$200
Haz Waste Inspector	73561/73562	80048	\$500
Senior Haz Waste Inspector	73563	80075	\$500
Auto Mechanic II	66411		\$200
Heavy Equipment Mechanic	66451		\$200
Senior Heavy Equipment Mechanic	66455		\$200
Truck Mechanic	66411		\$200
Mechanic Helper	62901		\$200
Equipment Parts Helper	15824		\$200
Equipment Maintenance Workers	62920		\$200

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ARTICLE XXXVI  
TOOLS

Current Language:

Stolen Tools. District will provide, at designated Waste Resources Management District facilities, a place for the safekeeping and storage of employees work tools. An employee in the classification of Sr. Heavy Equipment Mechanic (Class Code 80042) assigned to one of these locations who utilizes a designated locked storage area and whose tools (not including power tools) are stolen will be reimbursed up to \$7,500.00 each incident for the fair value of the tools stolen in excess of \$100.00 provided a prompt report of the theft is made to the police:

All tools must be marked with an appropriate identifying mark as determined by the District and listed on an inventory given by the employee to the General Manager Chief Engineer prior to their theft in order for the employee to be entitled to the reimbursement.

Delete language from SEIU (only applies to LIUNA)

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ARTICLE XXVIII  
ANNUAL PHYSICALS

Current Language:

The District employees shall be provided with annual physicals, to be completed on District's time, and at the District's expense for all employees in the following classifications:

Sr. Heavy Equipment Mechanics  
Equipment maintenance Workers  
Crew Leadworkers  
Equipment Operators I/II  
Senior Equipment Operators  
Laborers  
Maintenance and Construction Workers  
Gate Services Assistants  
Engineering Technician Series  
Hazardous Waste Inspector Series

The intent of the parties to this Agreement is that the physicals shall be conducted near the employee's birthday.

Delete from SEIU (only applies to LIUNA)

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ARTICLE XXXII  
IMPROVEMENT OF COMMUNICATIONS EQUIPMENT

Delete this language as obsolete

As landfills are closed, the best radios will be retained and distributed, throughout the landfill system, for broader coverage.

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ARTICLE XXXV  
SEPARABILITY

Delete as duplicate (See Article XXIV)

It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in

conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

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ARTICLE XXXV

LABOR-MANAGEMENT COMMITTEE

Delete language as historical

The parties agree to form a joint labor/management committee to explore the issues of uniforms, potentially hazardous materials, and GSA work schedules that were unresolved during bargaining and, if consensus is obtained, to make recommendations for possible changes. The committee shall be composed of equal numbers of management and union representatives. Each party to the committee shall select four (4) members to the Committee. The management team shall consist of both District and County representatives. The Co-Chairs shall develop the agenda for each meeting and chair meetings on an alternating basis. The committee shall operate on the basis of consensus. District employees representing the Union during their regular hours of employment shall serve on the committee without loss of pay or benefits. The Committee shall meet at times and places by mutual agreement.

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ARTICLE XXXIII  
RE-OPENER

Delete as historical

The District and SEIU shall reopen on the effects of privatization (contracting out) on District employees.

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ARTICLE XXIV  
RESOLUTION OF PRIOR AGREEMENTS

Delete as historical

Within sixty (60) days of the adoption of this MOU by the District's Board of Directors, representatives of the District and SEIU shall meet to prepare language for

"carry-over" side letters on issues previously agreed-upon by the parties. These include:

Safety Standards  
Employee Reassignment  
Reimbursement for Licensure  
Return Rights on Promotion/Transfer  
Involuntary Transfer of Reassignment.

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ARTICLE XXV  
GATE SERVICES ASSISTANTS

Delete as historical

A joint labor/management committee will be established in an advisory capacity and met within thirty (30) days of the adoption of this Memorandum of Understanding to review an update to the Gate Services Assistants Errors and Standards Policy (Fee Collector Handbook). The committee shall include two (2) Gate Services Assistants from each region (east and west), one (1) SEIU staff representative and no more than five (5) representatives selected by the Waste Resources Management District.

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ARTICLE XXX  
SOCIAL SECURITY INVOLVEMENT

The District acknowledges that the employee who voted to remain in Social Security, in the 1995 election, will be provided with the necessary funding to do so. The affected employees agree to reimburse the District for said funding, through payroll deduction, on a per pay period deduction basis.

Delete this language as obsolete

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**Non-substantive:**

Change "County" or "District" to County/District  
Other general language clean-up including typos, grammar, punctuation, etc...

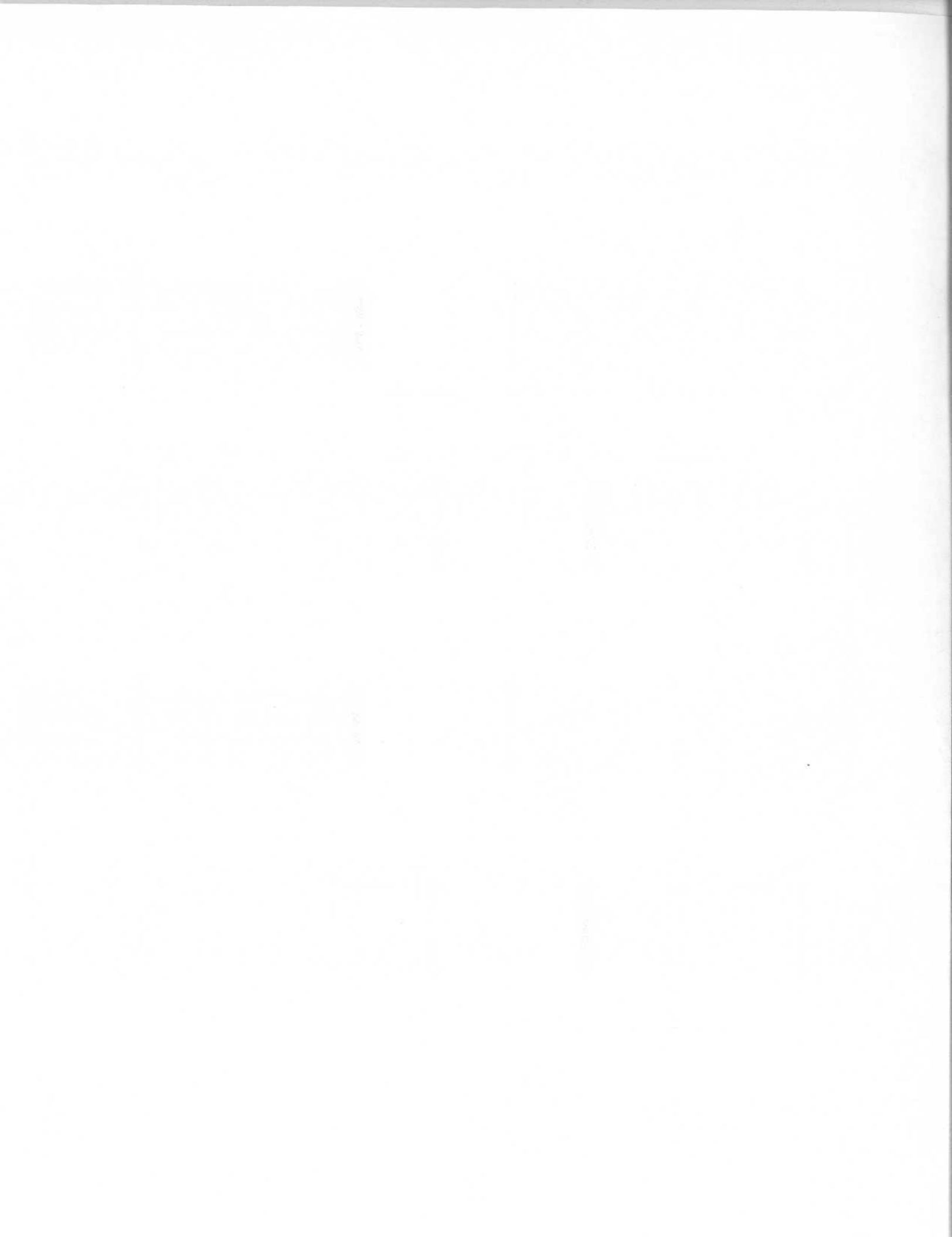
MEMORANDUM OF UNDERSTANDING

2006 - 2009

COUNTY OF RIVERSIDE  
WASTE RESOURCES MANAGEMENT DISTRICT

AND

Service Employees International Union, Local  
1997, AFL-CIO, CLC



## DEFINITIONS

ADA shall mean the Americans with Disability Act of 1990

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

Anniversary date shall mean the date upon which a step advance in salary becomes effective under provisions of this Agreement.

Continuous service, continuous employment 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 The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to "regular" employee(s) as referred to in Salary Ordinance No. 440 employed by the District 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. 99-379).

FEHA shall mean the California Fair Employment and Housing Act.

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

Full time employee shall mean employees whose positions require the number of hours usual or prescribed for normal permanent Department/District employment. All positions shall be full time unless otherwise designated or unless the compensation is fixed upon the basis of part time work.

IRS shall mean the United States Internal Revenue Service.

MOU shall mean the Memorandum of Understanding.

Neutral shall mean an independent third party agreed upon by the parties, by the processes designated herein, to conduct Step 3 arbitrations, disciplinary appeal hearings, or any other form of hearing designated herein.

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 and refers to the period for computing compensation due for all normal working shifts ending during that period.

PERB shall mean the California Public Employment Relations Board.

PERS or CalPERS shall mean the California Public Employees' Retirement System.

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.

Post Employment Program shall mean the VEBA and Special Pay plan(s) available to qualifying employees upon leaving County/District service. VEBA and Special Pay Accounts are further defined at Art. VII(1)(F).

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 employee who has not completed the required probationary period as designated in this Memorandum, 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 employee means a holder of a regular position.

Regular position means a position established on an ongoing basis, as distinct from a seasonal or temporary position.

Seasonal employee 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 Department level; grievance is heard by a County Human Resources employee.

SEIU shall mean the Service Employees International Union, Local 1997.

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 their normal working shift. It does not include Saturday or Sunday, or equivalent normal days off for persons regularly employed on other than the usual working week basis of Monday through Friday.

ARTICLE I  
TERM

Section 1. Term. This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the Waste Resources Management District (hereinafter referred to as District) and the Service Employees International Union, Local 1997, (hereinafter referred to as SEIU) as the Exclusive Employee Organization for employees in those Units) described under Article 2, Recognition. This Memorandum of Understanding is in effect for the period January 1, 2006, to midnight, June 30, 2009. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the Waste Resources Management Board.

Section 2. Successor Agreement. In the event SEIU desires to negotiate a successor Memorandum of Understanding, SEIU 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 SEIU shall, within thirty (30) days, present proposals. Negotiations shall begin within thirty (30) days after receipt of SEIU'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.

ARTICLE II  
RECOGNITION

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

- A. Supporting Services
- B. Trades, Crafts & Labor
- C. Professional/Administrative

The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to "regular" employee(s) as referred to in Salary Ordinance No. 440 employed by the District 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. 99-379).

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 applicable County Ordinances

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 applicable Ordinances 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 SEIU 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 SEIU 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 SEIU 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 District 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 Waste Resources Management District's Board of Directors.

E. The County/District retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County/District government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.

It also retains the sole right to administer the Local Merit System, to classify or reclassify positions, add or delete positions or classes; to establish standards for employment, promotion, and transfer of employees; to establish and enforce safety measures to protect employee and/or the public; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and

work assignments, contract out and/or transfer work out of the unit, and to relieve its employees from duty for lack of work or other legitimate reasons. The County/District retains the right to be the sole judge of the qualifications and competence of its officers and employees.

The County/District reserves the right to take whatever action may be necessary in an emergency situation; however, SEIU shall be notified promptly of any such emergency action which affects matters within the scope of representation.

The County/District agrees that it will not exercise the foregoing management rights in an arbitrary or capricious manner.

#### ARTICLE IV WORKWEEK, OVERTIME AND PREMIUM PAY

##### Section 1. Workweek.

Work-Period. The normal work period shall be 10 working days of 8 hours each. The Department/District General Manager-Chief Engineer, with prior approval of the County's Chief 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.

A. Effective July 1, 1999, SEIU agrees that the Department/District shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule assignments during the remaining term of this agreement.

##### Section 2. Overtime.

A. Overtime Work Defined. Overtime work is authorized work in excess of the maximum hours of the established FLSA work week or work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status. It does not include regularly scheduled work on a paid holiday.

B. Overtime Provisions of the Fair Labor Standards Act. Except as set out in Section 3 paragraph C below, employees in classifications that are not exempt from the Fair Labor Standards Act (herein referred to as "FLSA") shall be compensated for overtime consistent with the Act. The Human Resources Director and County Counsel shall determine which classes of positions are exempt from the FLSA.

C. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors/Directors or by the Department/District General Manager-Chief Engineer or a designated subordinate.

There shall be no favoritism in the assignment of overtime work.

D. Department/District Records. The Department/District General Manager-Chief Engineer 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 workweek, 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.

E. 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.

F. Compensation for Overtime Work. Accumulated overtime credit in excess of 120 hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit after 40 hours may at the election of the employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated overtime credit of 120 hours or less may be taken in compensatory time off, subject to management approval, and this method of reducing accumulated overtime credit is encouraged. With approval of the County's Chief Executive Officer, accumulated overtime credit of 120 hours or less may be paid for. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid for. Overtime caused by duly authorized continuing and regular work periods longer than 80 hours, if authorized by the County's Chief Executive Officer in advance, shall be currently paid for.

G. 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 the 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.

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 Memorandum, the following provisions shall apply:

1. Any Officer, in order to perform the work of the Department/District 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, current employees at hourly rates equivalent to their current compensation basis.
3. Any employee who reports to a regular or other 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 Memorandum who fails to so report shall be deemed absent without authority and shall not be paid during such absence.

4. The Board of Directors/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 who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Directors/Supervisors finds to constitute such, at the time it authorized the payment thereof.

### Section 3. Premium Pay.

A. Call Duty - General. When placed by the Department/District General Manager-Chief Engineer specifically on standby or professional call duty, an employee otherwise off duty shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

B. 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 he/she is in an on-call duty status, shall receive minimum credit for one (1) hours' work.

C. Exemption from Standard Overtime, Standby and Call-Back. The foregoing provisions of this Section do not apply to employees in the classes shown in Appendix I to Ordinance #440.

Persons employed in the classes shown in Appendix I, shall 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. Actual hours of time worked in excess of the normal or established work day or work period and actual hours taken as compensatory time off shall be reported on each attendance report. With approval of the Board of Directors/Supervisors, persons entitled to compensatory time off under this provision may be paid for each authorized hour worked in excess of the normal or established work day or work period in lieu of receiving equal compensatory time off. If the payment is to be made, the number of hours to be paid for shall be specified.

Upon termination, persons employed in the classes shown in Appendix I shall be paid for such accumulated excess time which has not been taken in compensatory time off, not to exceed sixty (60) hours.

D. Shift Differential.

1. Applicability of Shift Differentials. Shift differentials do not apply to vacation, sick leave, holiday pay, professional call or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Employees who work a day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.

2. Evening Shift. Department/District employees working their regularly

scheduled shift that ends after 6:00 p.m. and who perform work between the hours of 3:00 p.m. and 11:30 p.m. shall be paid a night differential of \$.60 per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.

3. Night Shift. Department/District employees working their regularly scheduled shift that ends after 11:00 p.m. and who perform work between the hours of 11:00 p.m. and 7:30 a.m. shall be paid a night differential of \$1.20 per hour for the time actually spent worked between 11:00 p.m. and 7:30 a.m.

#### E. Bilingual Pay

##### Scope:

The scope of this policy covers all full time and part time employees who are assigned work on a regular and continuing basis that requires a second language to effectively meet the service demands of the County's customers.

##### Eligibility Factors:

Eligibility Factors require use of a second language at least five times per week or once per day for eligibility.

##### Skill Levels:

##### Definitions of Skill Levels:

Level 1: Basic Oral Communication

Employees at this level perform bilingual translation

Level 2: Task Completion

Employees at this level perform bilingual translation as well as written translation.

Level 3: Written translation, and medical and legal interpretation

Employees at this level perform complex verbal and written translation.

##### Compensation

Employees who have qualified for bilingual compensation will receive additional compensation as follows:

Level 1: \$40 per pay period (50¢ per hour)

Level 2: \$60 per pay period (75¢ per hour)

Level 3: \$80 per pay period (\$1.00 per hour)

#### Testing Administration

Oral and written examinations will be developed with labor management and will be administered as follows:

Level 1: Basic oral/reading test

Level 2: Written

Level 3: Complex Level Written

Level 1: Administered by Human Resources Testing Center

Level 2: Administered by Human Resources Testing Center

Level 3: Administered by Human Resources Testing Center

### Plan Implementation

The Bilingual Pay Program, approved by the Board of Directors/Supervisors on June 29, 2004, will be administered by Human Resources.

All current County/District employees receiving bilingual pay will continue to receive the rate of pay they are receiving, as long as they continue in their current position. Qualified employees, whose positions are designated by Departmental Directors/Supervisors as requiring/desiring bilingual skills, are encouraged to test for higher skill levels if required by the department.

Designation of positions eligible to receive bilingual pay is the responsibility of the supervisor with the approval of Human Resources. All future recruitments for a position designated as such would include the requirement of bilingual skills.

Payments for employees will be pro-rated based on the hours worked.

#### F. Skill Pay for Equipment Operators

Employees in the classifications of Equipment Operator II, or Senior Equipment Operator shall receive the following premiums:

- Equipment Operators operating any dozer which is a D-8 equivalent or larger, shall be paid \$1.00 per hour for time actually worked operating the dozer; or
- Equipment Operators operating a (trash) compactor shall be paid \$.50 per hour for time actually worked operating the compactor.

G. Implementation of New Payroll System. On or about July 1, 2001, the County implemented People-Soft, a new payroll, accounting, budgeting system. Changes related to People-Soft included:

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 became 6 months and 2080 hours became one year.

b. Leave accruals, i.e. sick leave, vacation pay, will continue to require that the employee be 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. The start of the bi-weekly pay period changed to Thursday.

H. Electronic Fund Deposit of Payroll - 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 Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior the electronic deposit. Statement of Earnings 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.

I. Electronic Pay Advice – The County is currently transitioning to an electronic pay advice system. Once the transition is complete the County shall no longer mail pay advices. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs. Prior to implementation the County will review security and access issues with the Union at the County-wide labor/management meeting. The Union and employees will be given at least three pay periods notice of final implementation of the electronic pay advice system.

## ARTICLE V PAY PRACTICES

### 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, except as herein otherwise provided.

B. For employees appointed prior to January 9, 1992:

The first anniversary date was the first day of the pay period following the completion of 1040 hours (approximately 6 months) in a paid status in the position as a result of original appointment, or 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 2080 hours (approximately one year) in a paid status, not including overtime, after such re-employment unless otherwise specified in the Resolution of the Board of Directors/Supervisors.

The second anniversary date shall be the first day of the pay period following the completion of an additional 2080 hours (approximately one (1) year) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

C. Employees appointed on or after January 9, 1992:

The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of 2080 hours (approximately one year) in a paid status in the position not including overtime.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of 1040

hours (approximately six months) in a paid status in the position not including overtime.

Re-employment at a rate other than that of the first step of a range shall be considered an original appointment for purpose of fixing the anniversary date.

The second anniversary date shall be the first day of the pay period following the completion of an additional 2080 hours (approximately one year) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

D. The provisions of this section shall be subject to other specific provisions of this Memorandum concerning change of anniversary dates.

E. Denial of Step Increase: The Department/District General Manager-Chief Engineer may disallow a scheduled step increase provided a performance evaluation is first reviewed and approved by the Human Resource Director or a designee. If the increase is disallowed, the employee will be provided the reasons therefore in writing.

If the Department/District General Manager-Chief Engineer disallows such increase, the Department/District General Manager-Chief Engineer 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/District General Manager-Chief Engineer. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given unless there is an affirmative decision of the Department/District General Manager-Chief Engineer to deny the increase.

F. Seasonal Employees: With the same procedures as in the foregoing Subsection, on the first day of the pay period following the completion of one year in a paid status, not including overtime, the salary of a seasonal employee shall be increased. On the first day of the pay period following the completion of an additional one year in a paid status, not including overtime, employee's salary may again be increased, and thereafter in like intervals. The hours in a paid status need not be continuous, provided no interval of more than one year shall occur when the employee is in an unpaid status.

G. Except as set out herein, every anniversary salary increase shall be to the rate of the second next higher step, except when there are less than two steps remaining, it shall be to the last step.

## Section 2. New Employees.

A. Except as otherwise provided by this Memorandum, a new employee appointed shall be appointed at the first step of the salary range. The Department/District General Manager-Chief Engineer with the prior approval of the Human Resources Director and the County's Chief Executive Officer may appoint a new employee in a specified class to any step within the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed. When the Human Resources Director and the County's Chief Executive Officer authorize a position to be filled at such step higher than the first step of the range, the

Human Resources Director and the County's Chief Executive Officer may also advance all incumbents of positions in the same class earning less than the step so authorized to the same or one of said higher steps, fixing the minimum initial salary on such advanced step. The anniversary date shall be the first day of the pay period which is not less than 2080 hours (approximately 12 months) in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, their anniversary date shall not change.

B. Notwithstanding the provisions of (A) above, there shall be up to an additional 4 steps (approximately 11%) which shall be reserved for those specific classifications in a specific Department/District designated by the Human Resources Director, subject to approval by the County Executive Officer, as "difficult to recruit." Further, different locations or regions may qualify for difficult to recruit designation or for different levels (i.e. percentages) of compensation under a difficult to recruit designation. In addition, the County agrees to make every effort to give first consideration to existing employees who have indicated an interest in a specific position and/or location designated as difficult to recruit.

This designation shall be granted based upon a determination by the Human Resources Director, subject to approval by the County Executive Officer, on a specific classification and specific Department/District basis, that a serious recruiting or retention problem exists for specific classification(s) in a specific Department/District, or that the increases granted to subordinate "difficult to recruit" classifications in the specific Department/District has created serious compaction problems, and that a percentage increase up to and including 4 steps (approximately 11%) would assist the County in recruiting and retaining employees in the specific classification(s) in that specific Department/District. Advancements to any of these ranges in the specific Department/District shall not be automatic nor shall such a determination have any bearing on the same or similar classifications within the Department/District or in any other Departments/Districts with same or similar classifications. Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented in the specific Department/District as follows:

1. Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees in the specific classification in the specific Department/District may be at any step on the salary range for his/her classification up to and including a step on the salary ranges established pursuant to Section 2(B) above.

2. In the event the salary granted to a newly hired employee in the specific classification in the specific Department/District pursuant to Sub-Section (B)(1) above exceeds that for any present permanent, regular full-time or regular part-time employee in the specific classification in the specific Department/District who is being compensated at the top of the salary range for that specific classification(s), such employee(s) shall be placed on the same salary range and step as that granted to the new employee.

3. All other regular full-time and regular part-time employees assigned to the affected classification(s) in the specific classification in the specific Department/District, who have completed less than one year of service at the top, or at any other step, of the salary range for that classification, may, upon a review of their qualifications and approval by the Human Resources Director, have their salary adjusted to an amount no less than the lowest salary received by a similarly qualified employee hired as the result of an open recruitment to fill a

vacancy in that classification in the specific classification in the specific Department/District.

Notwithstanding, the paragraph above, if an employee newly hired into a "difficult to recruit" classification has less experience in the work of the classification and/or education/training applicable to the work of the specific classification than an incumbent employee in the same specific classification in the specific Department/District, the incumbent employees' wage will immediately be increased to the level of the newly hired employee.

4. Subsequent merit increases for employees not compensated at the top of the salary range(s) for the specific classification in the specific Department/District affected by the provisions of this subsection may be granted pursuant to the standard procedures for step advances as set forth in the applicable memorandum of understanding. Employees may receive annual reviews as set forth in such MOU, but merit increases cannot be given beyond the top step as set forth in this MOU.

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications in the specific classification in the specific Department/District no longer exist, he shall advise the County Executive Officer of his findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such specific classification(s). At that time, the salary for any employee compensated at a rate above that to which he or she would otherwise have been entitled shall be frozen and shall not be increased until the regular salary for the specific classification exceeds the rate established pursuant to the provisions described above.

### Section 3. Re-employment.

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 of position which they previously occupied, at the same step of the salary range as the step applicable at the time of their termination, provided they were terminated in good standing.

B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act, but in other respects shall be in accordance with this Memorandum.

C. Whenever a former regular employee is or has been re-employed within twenty-four months after termination he/she may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County's Chief 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 his/her anniversary date for step advance may be expressly fixed, subject to other provisions of this Memorandum relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of service prior to said termination. A former employee who is re-employed and did not withdraw his or her initial retirement contribution at the time of his/her termination, shall not be required to make an additional initial retirement contribution for the previous period of covered employment with Riverside County.

D. Re-employment 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 re-employed 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 re-employment for up to 120 working days 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 re-employment 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, his/her retirement status must be specified in the documentation of appointment to a permanent or temporary position.

Section 4. Promotion. On promotion, the salary shall be at a rate on the new salary range which is 2 steps higher, or immediately greater than 2 steps higher, than that paid on the range for the former position where the new range is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.

Section 5. Transfer. On transfer, the salary shall be the same as that paid previously. The anniversary date shall not change.

Section 6. 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 one year 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 7. 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 2 steps higher, or immediately greater than 2 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 this Article, except that

the first anniversary date shall be the first day of the pay period following the completion of 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 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 8. 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 redetermined as if the temporary promotion had not occurred. Any step increases which would have been due in their regular position shall be allowed.

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/District General Manager-Chief Engineer or designee in writing.

Section 10. Payroll Errors. The County shall make every reasonable effort to resolve payroll errors within one pay period.

The County agrees to meet with SEIU at mutually acceptable times and places to review payroll related problems.

Section 11. Board Policy C-26: SEIU agrees that the County/District may apply Board Policy C-26, Hiring/Retention Bonus, to any classification as deemed necessary by the County/District.

## ARTICLE VI GENERAL PERSONNEL PROVISIONS

Section 1. Probation.

A. Initial Probationary Status. Each regular and seasonal employee shall be in an initial probationary status from the effective date of their initial employment in a position in a paid status until the required initial probationary period, and any extension, is completed without separation from Department/District employment.

Computation of the initial probationary period in a paid status does not include overtime, standby, on-call or military leave of absence. A regular or seasonal employee who has not completed the initial probationary period serves at the pleasure of the Department/District General Manager-Chief Engineer and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this Memorandum.

B. Length of Initial Probation. The length of the initial probationary period is twelve (12) months for all positions. Computation of the initial probationary period in a paid status does not include overtime, standby, on-call, or military leave of absence.

C. Extension of Initial Probation. The initial probationary period of an employee may be extended by the Department/District General Manager-Chief Engineer with the approval of the Human Resources Director. Extensions of an initial probationary period are discouraged and must be approved by the Human Resources Director or a designee in writing at least 80 hours before the end of the existing initial probationary period. Approval is made on a case-by-case basis and only for rare and extenuating circumstances.

The initial probationary period may be extended in three month increments up to 2 times. A 12 month initial probationary period may be extended once to 15 months or twice to 18 months. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new one year initial probationary period. The one year required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the employee in the position from which he/she voluntarily promoted, demoted, or transferred.

E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first twelve months 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/District General Manager-Chief Engineer's or County department head's request, be returned to a position in the previously held classification in the former employing department/district. If the return involves a change in classification, 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 redetermined 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.

F. 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 or the Department/District; provided, however, in no instance, shall a Department/District 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 employee(s) may promote, transfer, or voluntarily demote to position(s) which the employee is eligible and selected to fill. The promotion, transfer or voluntary demotion must be accomplished by the employee within 6 months.

## Section 2. Retirement.

Single Highest Year. Effective September 1, 2000, the County amended its contract with Public Employees Retirement System (PERS) in accordance with Section 20042 of the Public Employee Retirement Law to provide for the single highest year retirement calculation for all miscellaneous employees. Effective for all retirements on or after September 1, 2000, the provisions of Section 20042 shall apply to all miscellaneous employees and the provisions of Section 20037 (three highest year average) shall no longer be applicable.

Public Employee's Retirement System (PERS) Contributions. Department/District miscellaneous employees in the SEIU Units hired after January 9, 1992, shall pay the employees' contribution to PERS for the first five (5) years of continuous service. Commencing the sixth year of continuous service, the Department/District shall pay the employees share of the contribution. Continuous service shall mean the continuing service of a regular or seasonal employee in a continuing payroll status, without interruption, except for authorized leave of absence.

Retirement Calculations. Effective since July 11, 2002, the percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous members of SEIU shall be determined in accordance with Section 21354.3 of the Public Employees Retirement Law subject to the reduction provided therein for Federal Social Security (3% at age 60 Full and Modified formula).

Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the Public Employees' Retirement Law, an employee may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment provided, however, that the employee must contribute an amount equal to the contribution for current and prior service that the employee and the County would have made with respect to that period of service.

Post-Retirement Survivor Allowance. Pursuant to the provisions of Sections 21624 and 21626 of the Public Employees Retirement Law, an allowance may be continued to a surviving spouse upon the death of a member after retirement.

Section 3. Non-Smoking Policy. Pursuant to Board of Supervisor Policy Number A-23, smoking in Department/District facilities is prohibited except in specifically designated areas. The Department/District General Manager-Chief Engineer or a designee shall identify smoking areas.

In shared buildings or floors, the Department/District General Manager-Chief Engineer or designee(s) will identify common smoking areas. This policy shall apply to

Department/District and County employees and the general public.

The Department/District may designate 100% of its assigned and unassigned vehicle fleet as no-smoking areas.

The Department/District 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 District/County owned or leased, where smoking is allowable including shared areas, i.e., stairwells, hallways, restrooms, etc.

It is the responsibility of the Department/District General Manager-Chief Engineer and departmental Directors/Supervisors to enforce the non-smoking policy of the District/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 Department/District time. Employees who continue to smoke in non-designated areas may be subject to discipline under the Department/District Disciplinary Procedure up to and including discharge.

Section 4. 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. Adjustments to the County rate, if any, shall be made pursuant to and concurrent with the IRS rate changes.

If an employee is required to use his/her personal vehicle while in the course and scope of his/her employment, the employee must, prior to using said vehicle, do the following:

A. Complete County of Riverside "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form, authorizing the employee to use his/her personal vehicle which must be approved by the Department/District General Manager-Chief Engineer.

B. Insure the vehicle in minimum limits required by the State of California. In addition, employees must have their policies of insurance endorsed to reflect business use. Such insurance must be maintained at all times while employed in a position where it is required or may be required to use a personal vehicle while in the course and scope of employment. In the event of an incident or accident, the County does not assume responsibility for any physical damage to an employee's personal vehicle.

C. Provide a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of County business is expressly prohibited.

Section 5. Merit Systems/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 Memorandum 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 Directors/Supervisors, by resolution. The veterans preference program shall be administered by the Human Resources Director.

Section 6. Safety Shoes - As authorized by the Department/District General Manager-Chief Engineer and upon presentation of proof of purchase acceptable to the Department/District/County, the Department/District/County shall reimburse employees assigned to landfill operation, to a maximum of \$100.00 per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of his/her duties. Employees in the Waste Inspection Series may be reimbursed to a maximum of \$175.00 per fiscal year.

Section 7. Hepatitis B Vaccination. Upon receiving prior authorization, any employee whose regularly assigned duties require him/her to be in constant contact with landfill waste shall be granted paid time off to obtain a Hepatitis B vaccination(s). In the event the employee's health plan does not cover the cost of such vaccination, the Department/District shall provide the vaccination through Occupational Health or, for employees assigned to work at desert locations, through the nearest County Public Health Clinic.

Section 8. Class "B" License - Effective upon adoption of this Memorandum, employees in all Equipment Operator classifications shall be required to hold a valid Class B California Driver's License. The District/County will maintain a record of the current status of employees' license.

All incumbent Equipment Operators will be given six months from the date of adoption of this Memorandum to obtain a Class B license. The Waste Management Department/District will provide the necessary training, time, and equipment to assist the employees in obtaining the required Class B license. The Department/District recognizes that there may be incumbent Equipment Operators that have been unable to obtain a Class B license due to medical conditions. Incumbent Equipment Operators who have been unable to obtain a Class B license due to a documented medical condition(s) will be exempt from Section 1, but will be subject to all of the same requirements as other employees in these classifications as if they possessed a Class B license.

If an employee is unable to obtain a Class B license in the timeframe outlined above and he/she does not qualify for exemption based on a documented medical condition barring them from licensure, he/she will have the option of voluntarily demoting to a job class not requiring a Class B license. If he/she subsequently obtains a Class B license he/she will be eligible for promotion to vacant Equipment Operator position(s). If the

employee elects not to voluntarily demote, he/she may be terminated in accordance with Article XI, Section 2 (N).

Section 9. License Requirement - Employees are required to provide to the Department/District a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

If the change restricts the employee's ability to drive and driving is an integral part of his/her normal duties, he/she shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to 30 calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the 30 days the employee has failed to have his/her license reinstated he/she will be deemed to have applied for and obtained an additional leave of absence of up to 15 calendar days, during which the Department /District may take action to separate employment pursuant to Article XI.

Section 10. County Provided Life Insurance. Effective July 1, 2002, the County shall provide life insurance, not to exceed one times annual salary to a maximum of \$50,000, to all employees covered under the provisions of this Memorandum of Understanding. This benefit replaces any other life insurance coverage previously provided under this MOU.

## ARTICLE VII LEAVE PROVISIONS

### Section 1. Sick Leave

A. Accrual. Every regular employee shall accrue sick leave pay on a daily basis and computed at the rate of four (4) hours per pay period.

1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee.
2. A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.
3. Sick leave shall accrue at all times when the employee is in a paid status.
4. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or

other adequate written proof of illness given to the Department/District prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.

5. Sick 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 Department/District General Manager-Chief Engineer 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 Department/District General Manager-Chief Engineer'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 Department/District, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the Department/District. 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.

B. Proof of Illness.

1. When in the judgment of the Department/District General Manager-Chief Engineer or designee good reason exists for believing an employee may be abusing sick 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 sick 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/District General Manager-Chief Engineer. 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 sick 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.

(b) Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with B.1 of this section.

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.

C. Reporting Requirements. In the absence of a more stringent department policy, an

employee reporting off work for sick leave usage shall call the employee's supervisor or designee within one (1) hour before or after the employee's scheduled starting time.

D. Reason for Usage. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family, for this purpose, is defined to mean the employee's spouse, child, parent, brother, or sister (including step-relatives of the same categories), domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), and child of a domestic partner. Family shall also include grandparents and/or grandchildren if the employee is the primary care giver for such.

Every regular employee shall use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with subsection B(1.) of this section.

E. Payout for Sick Leave. Upon service 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. Eligibility for a payout under this section is made at the time of separation from County employment and not at a later date.

F. Post Employment Plan: Effective pay period beginning July 8, 2004 (pay date August 4, 2004), for each regular employee covered under this Memorandum of Understanding who is separating from District/County employment, the District/County shall provide a Post-Employment Plan wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit in a Special Pay Account and/or a VEBA (Voluntary Employee Beneficiary Association). Qualifying leave balances include annual leave, vacation, extra vacation, holiday balance, and the payable amount of sick leave. Compensation time for overtime is not a qualifying leave balance for the purposes of the Post Employment Plan. Special Pay Accounts are tax-deferred investment funds. The employee may also elect to place some or all of the funds into a VEBA account which may be used for future health care costs, in lieu of the Special Pay Account. A participant fee is charged for VEBA accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

Section 2. Bereavement Leave. The District/County agrees to allow up to five working days of leave, three of which will be paid and the additional two days to be deducted from the employees' sick leave. Eligible employees must be in an active payroll status and be 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, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership) child, child of a domestic partner, grandparent, grandchild, or step-relationships of the same categories. The District/County has the right to require proper documentation in support of the requested leave.

Under extenuating circumstances, and with the prior approval of the department/district, employees shall be permitted to take up to five additional working days

of leave, provided the employee has sufficient vacation time, compensatory time off, or compensatory holiday time off to cover the absence.

Section 3. Fitness for Duty. The Department/District General Manager-Chief Engineer, or a designee, may, when in their judgment good cause exists, order an employee off work until such time as the employee is able to present the department head, or a designee, a physician's certificate, stating that 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.

When the Department/District General Manager-Chief Engineer, or a designee, orders an employee off work, the employee shall be referred to a County approved physicians or health care professionals legally authorized to provide the appropriate specialized health care. If the employee is uncomfortable with the selected physician or health care professional the County will provide an alternative physician or health care professional.

The cost of the above mentioned medical services shall be paid by the County and the employee shall be placed on paid Administrative Leave for that period of time between his/her placement on leave and the County's receipt the physician's findings.

Section 4. Department/District Leave of Absence/Official Leave of Absence. A Department/District leave of absence 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 Department/District.
- D. Personal reasons acceptable to the authority whose approval is required.

1. Department/District leave of absence. Department/District leave of absence up to 480 hours in any one calendar year period may be granted to any employee by the Department/District General Manager-Chief Engineer. Such leave shall be reported as leave of absence via the District/County payroll. The Department/District General Manager-Chief Engineer may require the leave of absence 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 Department/District General Manager-Chief Engineer.

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending physician releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, the Fair Employment and Housing Act, a County designed temporary modified duty assignment, and/or the County return to work program.

2. Official leave of absence. A regular employee may request an Official leave of absence exceeding 480 hours, but not exceeding one year. 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/District General Manager-Chief Engineer 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 Department/District General Manager-Chief Engineer, who may present it to the Board of Directors/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 Department/District General Manager-Chief Engineer may require two weeks advance notice of the employee's intention to return.

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending physician releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, the Fair Employment and Housing Act, a County designed temporary modified duty assignment, and/or the County return to work program.

The Human Resources Director shall be promptly notified of the return of any employee from an official leave of absence. The Board of Directors/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.

Employees who were called to active duty after the September 11, 2001, terrorist attack on the United States, who serve at a time when any armed forces of the United States are in combat or are preparing for combat that appears imminent, and who are eligible at the time of call-up to receive the thirty (30) calendar days pay in accordance with the Military and Veterans Code (full regular County pay for 30 days), shall be eligible for supplemental salary continuance as approved by the Board of Supervisors; including the extension of such benefits related to service in Iraq. This includes reservists who serve outside the United States in the war on terrorism, those who secure the U.S. homeland, and National Guard members who are called to active duty by the Governor of California in a time of emergency.

Section 6. Jury Duty. Any employee who shall be summoned for attendance to any court for jury duty during the employee's 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. Any employee who shall be called as a witness arising out of and in the

course of County/District 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 County transportation is used. Any employee designated non-exempt FLSA 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 the employee chooses 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. Abandonment/Automatic Resignation.

A. Absence without leave of any employee, whether voluntary or involuntary, for five consecutive working days is an automatic resignation from Department/District service, providing the employee upon written Department/District notification does not respond to the Department/District and/or does not provide a satisfactory explanation for the absence; and the failure to obtain an approved leave. The notification to the employee must be in writing prior to the department/district finalizing the resignation and must contain an opportunity within three working days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery.

B. An employee may, within 10 calendar days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, the employee may file a further appeal with the Human Resources Director, or designee, within ten (10) working days from service of the denial of reinstatement. Reinstatement may be granted only if the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and the neutral finds that the employee is ready, able, and willing to resume the discharge of the duties of the position.

1. Appeals shall be heard by a mutually agreed upon third party neutral (herein referred to as a neutral). The neutral's decision may be verbal or in writing. The decision of the neutral shall be binding on both parties, neither of which shall have the right of further appeal.

2. Only the employee and one (1) non-attorney representative and the Department/District General Manager-Chief Engineer or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney, who may also have a non-attorney representative. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.

3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer

evidence by witnesses at the hearing subject to the discretion of the impartial party. The neutral may consult with witnesses informally and otherwise investigate the controversy.

4. The judgment of the neutral shall be rendered within five (5) working days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.

5. The neutral's authority shall be limited to deciding the issues submitted by the parties. The neutral shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.

6. All costs for the service of the neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne by the County and SEIU. A SEIU member who elects not to be represented by SEIU at the hearing shall provide to the Human Resources Director, or designee, an advance deposit of \$250 per half day of hearing, prior to the hearing being scheduled.

## ARTICLE VIII VACATION

### Section 1.

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

Zero through 3 years in a payroll status, 80 hours (10 days);

years 4 through 9 in a payroll status, 120 hours (15 days);

years 10 or more 160 hours (20 days).

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/District General Manager-Chief Engineer. 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.

All employees covered under the terms of this Memorandum may accumulate accrued vacation for not more than a maximum of 480 hours.

Upon the written request of the Department/District General Manager-Chief Engineer showing reasonable necessity and good cause, submitted prior to the accumulation of the maximum vacation entitlement, the Board of Directors/Supervisors may by order temporarily enlarge for a specific employee the maximum accumulation, by extending the period of additional vacation accrual for not more than three months, unless a different period shall be specified in the order.

B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this Memorandum. 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 Department/District during vacation, except with prior approval of the Board of Directors/Supervisors and the Department/District General Manager-Chief Engineer.

E. A regular part-time employee shall accrue vacation in the same proportion that 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 Department/District 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 Memorandum, may be included in such computation, in full or in part, upon the request of the head of the Department/District employing the person involved, and approval by the Board of Directors/Supervisors.

## ARTICLE IX HOLIDAYS

### Section 1. Paid Holidays.

#### A. Department/District 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, in lieu of that date when such date falls on Saturday; the Monday following in lieu of

that date when such date falls on a Sunday.

B. Qualifying Factors

1. Only regular, probationary, and seasonal employees in a current paid status shall be eligible for paid holidays.
2. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
3. An employee who is terminating employment for reasons other than paid County/District retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
4. 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 the holiday.

C. Payment for the Holiday

1. Working the Holiday Regular or seasonal full-time employees covered under the provisions of this Memorandum who actually work on a paid holiday shall be paid at their regular rate for the time actually worked. In addition, such employee shall have a choice of:

- a. Banking compensatory holiday time off - not to exceed eight (8) hours - for such holiday or;
- b. Being paid at his/her regular rate of pay – not to exceed eight (8) hours pay - for the holiday.

2. Not Working the Holiday A full-time employee whose regularly scheduled day off falls on a paid holiday and who do not actually work on the holiday shall have a choice of:

- a. Banking compensatory holiday time off - not to exceed eight (8) hours - for such holiday or;
- b. Being paid at his/her regular rate of pay – not to exceed eight (8) hours pay - for the holiday.

3. Part-Time Employees Regular part-time employees covered under the provisions of this Memorandum who actually work on a paid holiday shall be paid at their regular rate for the time actually worked. In addition, a regular part-time employee shall receive holiday pay for the holiday - or portion thereof - which coincides with their regularly scheduled working hours – not to exceed eight (8) hours pay - (e.g. a part-time employee who regularly works 4 hours each Monday shall receive 4 hours holiday pay for any holiday falling on a Monday.)

If the regular part-time employee does not have a regular shift schedule, he/she shall be receive holiday pay in an amount equivalent to the reduction in his/her regular pay for the workweek – not to exceed eight (8) hours pay - (e.g. a part-time employee with an irregular schedule who normally works 20 hours per week but who, as a result of the holiday, only works 16 hours that week shall receive 4 hours holiday pay for that

week). If the regular hours of work for such employee are not reduced during the holiday week then no holiday pay is due.

4. Scheduling Holiday Compensatory Time Off Holiday Compensatory Time Off shall be scheduled in the same manner as regular Compensatory Time Off and shall be granted within a reasonable time following the request.

## ARTICLE X REIMBURSEMENT PROGRAMS

Section 1. Living Quarters, Meals, or Laundry Service. Rates for maintenance, including living quarters, meals, or laundry service, furnished by the Department/District to any officer or employee, shall be fixed by a resolution of the Board of Directors/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 Directors/Supervisors.

Section 2. Meals. No charge for meals shall be made where the same are furnished for the convenience of the Department/District, such as for employees at Department/District 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 Department/District shall be furnished one meal without charge in every department or institution of the Department/District 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. 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 4. Moving Expenses-Current Employees. Upon the written request of the Department/District General Manager-Chief Engineer, with the written approval of the County's Chief Executive Officer, the Board of Directors/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 Department/District to another, when the headquarters of the employee is permanently changed for the convenience of the Department/District. 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 he/she has been continuously employed by the Department/District for at least one year preceding the authorization. If the employee voluntarily terminates employment with the Department/District within one year of the payment of the expenses set forth herein, the employee shall, within 30 days of the effective date of the voluntary termination of employment with the Department/District, reimburse the Department/District the full amount of any payment received by the employee for the expenses set forth herein.

Section 5. Reimbursement for Employee Training-Board Policy C-7. It shall be the policy of the Board of Directors/Supervisors that an employee may be reimbursed the

actual cost of tuition or registration fees upon successful completion of a course offered by an institution of higher learning, training facility, or following attendance of a workshop, seminar or institute, providing that such training is designed to improve the employee's effectiveness in performing his or her assigned duties.

Subject to the availability of funds, reimbursement for such training may be authorized as follows:

- A. By the Department/District General Manager-Chief Engineer
  - 1. When the tuition or registration fee is \$500.00 or less.
  - 2. When the cost of training, in any amount, is reimbursed from funds administered by State or Federal agencies.
  
- B. By the Human Resources Department and Administrative Office
  - 1. When the tuition or registration fee is more than \$500.00 (for all training except referred to in A(2) above).
  - 2. Such approval shall be obtained prior to the commencement of the training.

Reimbursement for travel expenses associated with employee training shall be authorized in accordance with Division 3 of the County's Code of Administrative Regulations.

## ARTICLE XI DISCIPLINE, DISMISSAL, AND REVIEW

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

Section 2. Any of the following acts of an employee who has permanent status shall be just 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 Directors/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/District. The Department/District 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 Anti-Violence in the Workplace Policy;
- Q. Violation of the County's Harassment Policy.

Section 3. Suspension of an employee shall not be for more than 40 working days.

Section 4. 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, but not to exceed 13 pay periods.

Section 5. By resolution, the Board of Directors/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.

## ARTICLE XII DISCIPLINARY APPEAL PROCEDURE

Section 1. 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 last known address. Whenever there is an interrogation of an employee where the significant purpose is to investigate facts to support disciplinary action there is a right for the employee to be represented.

A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or written reprimand in lieu of suspension (FLSA exempt employees only which shall for all purposes have the effect of the equivalent suspension) imposed 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/District General Manager-Chief Engineer" includes the Department/District General Manager-Chief Engineer or a designated subordinate.

C. Department, for purpose of this procedure, shall be defined as an agency,

department, or District of the County which is set out in a separate section of Ordinance No. 440.

D. The Human Resources Director, or designee, 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 Human Resources Director may be exercised by a designated subordinate.

Section 2. Involuntary Leave of Absence. Pending investigation by the Department/District General Manager-Chief Engineer of an accusation or accusations against an employee alleging employee misconduct, covered under Article XI of this Memorandum, the Department/District General Manager-Chief Engineer, with approval by the Human Resources Director, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days with approval by the Human Resources Director. In such cases, and except for good cause as determined by the Human Resources Director, the Department/District General Manager-Chief Engineer will notify the employee in writing as to what specific allegations are being investigated. The Union will also be notified as to the extension only. Additional leave may be granted subject to the approval of the Human Resources Director. In the event the Human Resources Director does not approve the request for additional leave, the employee shall be returned to duty pending the completion of the investigation and the imposition of any disciplinary action provided, however, the department head may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the Department/District's best interest. Except for investigations of employment related issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

The administrative leave provisions of this Section do not apply to investigations related to, or resulting from, Fitness for Duty or Workers' Compensation related issues.

An employee placed on Administrative Leave pursuant to the provisions of this Section shall, unless otherwise directed, be required to contact his or her supervisor, or other designated party(ies) at the start of each shift he or she would otherwise have been required to work and shall be required to return to work within twenty-four (24) hours notice by an authorized department representative. It is also the employee's responsibility to ensure the Department/District has his or her current address and, if applicable, home telephone number.

Section 3. Notice of Disciplinary Action.

A. For permanent employees, written notice of disciplinary action shall be served on the affected employee, except as previously 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/District General Manager – Chief Engineer prior to the effective date of the disciplinary action(s).

B. Written notice of intent to take a disciplinary action against a permanent employee involving a suspension or equivalent salary reduction in excess of five days, or a discharge, shall be served on the affected employee at least seven (7) working days prior to the effective date of the action and shall include:

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 4. Amended Notice of Disciplinary Action.

A. At any time before an employee's appeal is submitted to the neutral for decision, the Department/District General Manager-Chief Engineer may, with the consent of the Human Resources Director or designee, serve on the employee and file with the Human Resources Director or designee an amended or supplemental notice of disciplinary action.

B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto. 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 5. Appeals. Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Human Resources Director, or designee, 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 intent and final decision 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 6. 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. Further, after an appeal is filed if the employee, or his/her representative, fails to take the next step

to advance the appeal at any point in the process for ninety (90) days the appeal is deemed to be withdrawn and the right to review is waived.

Section 7. Hearing Procedure - Minor Discipline.

A. When disciplinary action results in a suspension of eighty (80) working hours or less, pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand in lieu of suspension of eighty (80) hours or less, the appeal shall be determined under the following provisions:

1. Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a neutral) as agreed to by the parties. The neutral's decision may be verbal or in writing. The neutral's decision shall be binding on both parties, neither of which shall have the right of further appeal.
2. Only the employee and one (1) non-attorney representative and the Department/District General Manager-Chief Engineer or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self represented. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The neutral may consult with witnesses informally and otherwise investigate the controversy.
4. The neutral may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
5. The judgment of the neutral shall be rendered within five (5) working days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
6. The neutral's authority shall be limited to deciding the issues submitted by the parties. The neutral shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
7. All costs for the service of the neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the Department/District and SEIU. A SEIU member who elects not to be represented by SEIU at the hearing shall provide to the Human Resource Director, or designee, an advance deposit of \$250 per half day of hearing, prior to the hearing being scheduled.

Section 8. Hearing Procedure - Major Discipline.

- A. Appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary shall be heard by a neutral.
- B. The parties shall maintain a jointly negotiated list of no fewer than seven or more than eleven neutrals who shall be selected by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the neutral chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the neutral. As soon as possible, a representative from SEIU and the County shall meet to establish the list of up to eleven neutrals.
- C. The hearing shall be set by the Human Resources Director, or designee, and employee representative, or employee, within a reasonable period based on the neutral's availability and other scheduling factors.
- D. The employee and the Department/District General Manager-Chief Engineer 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, unless represented by counsel, the employee may be represented only by the exclusive employee organization.
- E. It shall be the duty of any Department/District Officer or employee to attend a hearing and testify upon the written request of either the employee, the Department/District General Manager-Chief Engineer, or the neutral, provided reasonable notice is given the department employing the officer or employee. The Human Resources Director, or designee, shall arrange for the production of any relevant Department/District record. The neutral is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the Department/District General Manager-Chief Engineer may, at their own expense, provide a reporter for the hearing.
- G. The expenses of the neutral and transcripts, if required, 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 Department/District employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.
- H. Any employee not represented by the Exclusive Employee Organization shall provide to the Human Resources Director, or designee, an advance deposit of \$500 per day of hearing, prior to the hearing being scheduled.
- I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- J. Within 21 days following the submission of the appeal, the neutral 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 neutral 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 neutral shall confine the decision to issues raised by the statement of charges and responses. The neutral shall act in judicial, not legislative manners. The neutral shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Memorandum but, rather, shall interpret and apply its terms.
2. The neutral will not substitute his/her discretion and judgment for that of management for sustained charges unless the neutral finds that discrimination, unfairness, capriciousness, or arbitrary action by the County is proven.
3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the neutral's decision.
4. In the case of discharges, if the neutral 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 neutral.
5. If the neutral 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 Department/District 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.
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. The appellant shall supply such outside employment earning records during the period of time in question when requested.
8. The neutral shall render findings sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise a reviewing court of the basis for the neutral's decision. If the neutral fails to do so either party may request in writing within thirty (30) days of the issuance of the decision that the neutral render such findings.

Section 9. 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 1.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 Human Resources Department employees, non-attorney advocates, Management or Department/District employees involved in an arbitration, 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. Any written statements, declarations, or affidavits admitted as evidence shall be made or sworn under penalty of perjury.

F. Employees not testifying in their behalf may be called and examined as on cross-examination.

G. The employee and the Department/District General Manager-Chief Engineer shall have these rights:

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

H. The hearing shall be a private proceeding among the Department/District, the employee and the employee organization.

I. The intention of the parties is that appeals or arbitration hearings be adjudicated as efficiently and economically as possible. Historically the parties have found that the use of legal counsel in the appeal/arbitration process can result in excessive delays, longer hearings, and increased costs. The parties to an appeal hearing or an arbitration hearing hereby commit to instructing their legal counsel to conform to the intention of this Memorandum and to take all necessary steps to expedite the appeal/arbitration hearing and minimize the cost of the hearing.

In cases involving hearings in excess of three (3) days the parties must engage in a case management process with the neutral. The case management meeting must be held at least thirty (30) days prior to the first scheduled date for the hearing and may be held telephonically. The neutral shall consider:

- (a) the simplification of the issues,
- (b) the possibility of obtaining admissions which might facilitate the hearing,
- (c) the quantum of damages, in the appropriate case,

(d) any preliminary application by either party,

(e) any other matters that may aid in the disposition of the action or the attainment of justice.

At the case management conference the neutral may, whether or not on the application of a party, order that:

(a) a party file and deliver, within a fixed time, to each other party as specified by the neutral, any relevant documents,

(b) any preliminary applications be brought within a fixed time or by a specified date,

(c) a statement of agreed facts be filed within a fixed time or by a specified date,

(d) a party deliver a written summary of the proposed evidence of a witness within a fixed time or by a specified date,

(e) experts who have been retained by the parties confer, on a without prejudice basis, to determine those matters on which they agree and to identify those matters on which they do not agree,

(f) the hearing be adjourned,

and, on making an order the neutral may give other directions that he/she thinks just or necessary.

If the neutral, upon application by either party to the appeal hearing, determines that legal counsel for the other party has unnecessarily prolonged the hearing and/or increased the cost of the hearing beyond the reasonable expectations of the parties at the commencement of the hearing then the neutral is authorized to impose sanctions on the offending party including, but not limited to, ordering such offending party to pay all or part of the non-offending party's increased costs of the hearing, to pay all or part of the non-offending party's attorney fees, to pay all or part of the non-offending party's cost of the neutral, to pay all or part of the non-offending party's costs of the transcripts, or such other relief that the neutral deems appropriate in the circumstances.

### ARTICLE XIII GRIEVANCE PROCEDURE

#### A. 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 they have a justifiable request or complaint shall discuss the request or complaint with their immediate supervisor in an attempt to settle the matter.

Section 2. Grievance Definition. Except as outlined below, 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 or the Union on behalf of a specifically named employee or group of employees arising out of a dispute by an employee or group of employees concerning the application or interpretation of the specific terms and conditions set forth in this Memorandum of Understanding, Ordinance, rule, regulation, or

policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- A. Matters arising under any of the following:
  - i. County Harassment Policy and Complaint Procedure;
  - ii. County Violence, Threats, and Securities Policy;
  - iii. Promotional decisions made pursuant to the County's Local Merit System;
  - iv. Voluntary time-banks;
  - v. Placement on Medical-Certification program;
  - vi. Termination under the Agency Shop provision of this Memorandum;
  - vii. Appeals to the Accident Review Committee;
  - viii. Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;
  - ix. Complaints within the jurisdiction of state and federal fair employment agencies;
  
- B. Requests or complaints, the resolution of which is beyond the delegated authority of the Human Resources Director and which by law requires legislative action (i.e. approval) by the Board of Directors/Supervisors.
  
- D. Requests or complaints involving the termination of a probationary, employee, or the termination, suspension, demotion or written reprimand in lieu of suspension of a regular employee reviewable pursuant to other provisions of this Memorandum or reviewable under the State Approved Local Merit System procedure, or written warnings, i.e., written reprimands; directive, corrective, and corrective counseling memoranda.
  
- D. Requests or complaints initiated by an employee involving change in departmental performance evaluations, if the evaluation rating overall is satisfactory or better.

Section 3. Freedom From Reprisal. No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with their immediate supervisor, or for the good faith filing of a grievance petition.

Section 4. Employee Representation/Union Rights 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.

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. Such grievance shall set forth the specific section(s) of the Memorandum of Understanding violated as provided under Article 13, Section 2.

Section 6. Presentation. All grievance petitions shall be filed within fifteen (15) working days after the discussion with the employee's supervisor, [but in no case shall the grievance be filed more than thirty (30) working days after the 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. A grievance petition filed by an individual current employee that involves an issue of financial reimbursement may, upon the employee's notice to the union, and subject to all applicable time limits, continue through the grievance process after the employee leaves employment with the County.

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 Department/District 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.

Should either party to this agreement determine that it is necessary to amend its argument at Step 1 or Step 2 of the grievance procedure, the grievance petition shall be remanded back for consideration at the previous step of the procedure. In the event such action occurs, the timelines set forth under Sections 13 (B) and (C) shall apply.

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.

Section 13. Grievance Denials: With respect to whether issues are grievable, the Department/District and SEIU agree to utilize a third party neutral (hereinafter referred to as neutral) agreed to by the parties to settle questions of grievability and comply with his/her decisions on grievability. Both parties will abide by the neutral's decision.

The Department/District agrees to cite specific reasons, including any applicable Articles or Sections of the MOU, or specific provisions or other procedures, that constitute the Department/District's rationale for rejection of the grievance. The Union, by this

agreement, does not waive any of its rights to file grievances, unfair practice charges or other means to enforce the MOU in the future. The parties agree to meet in an attempt to resolve any future denials upon the request of the Union.

Section 14. 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, within ten working days from the date of the event leading to the grievance, discuss the matter with his/her 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. In the event the matter is not resolved as a result of the discussion described in (A.) above, the employee shall, within fifteen (15) working days after the discussion with his/her supervisor, submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the Department/District General Manager-Chief Engineer. Within fifteen (15) working days after submission of the petition, the Department/District General Manager-Chief Engineer, 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/District General Manager-Chief Engineer, 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 Human Resources Director 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 of the submission of the request for review. No later than ten (10) working 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 Human Resources Director, or a designee, within ten (10) working following the date the Human Resources Director, or a designee, renders a decision.

E. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Directors/Supervisors in the manner prescribed herein. The Board of Directors/Supervisors shall either accept or reject the neutral'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 neutral's decision, the Board shall state its reasons for rejection. The decision of the Board of Directors/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 Directors/Supervisors.

Section 15. Advisory Arbitration

A. After submission of a request for review, SEIU and the Human Resources Director, or designee, shall attempt to agree on a neutral.

B. The parties shall maintain a jointly negotiated list of up to eleven neutrals who shall be selected by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven or more than eleven names. If the neutral chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the neutral.

C. 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.

D. The expenses of the neutral, 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 Department/District 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 Human Resources Director, or designee, with the employee's Department/District General Manager-Chief Engineer at least two (2) working days in advance of the hearing date. A SEIU member who elects not to be represented by SEIU at the hearing shall provide to the Human Resources Director, or designee, an advance deposit of \$500 per day of hearing, prior to the hearing being scheduled.

E. Prior to the arbitration hearing, the grievant and the Human Resources Director, or designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the neutral. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

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

F. If the neutral sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.

G. 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.

H. 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 Human Resources Department employees, non-attorney advocates, Management or Department/District employees involved in an arbitration 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.

I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

#### ARTICLE XIV

## ANTI-STRIKE CLAUSE

It is hereby agreed that the Union (SEIU) shall not take part in, nor call, sanction, foster, nor support any strike, work stoppage, slow-down, sick-in, nor interference with the Department/District'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 Union (SEIU) of the existence of such activity and the Union will take all reasonable steps to terminate such activity and induce the employees to return to work.

## ARTICLE XV ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled him to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first 10 calendar days during which they are necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including, for this purpose, the value of accrued vacation credit and, if the employee so elects, accrued compensatory time off. During a period of temporary disability and in the proportion that the employee is paid for the difference between the temporary disability payments and the regular compensation, they shall continue to accrue sick leave and vacation benefits at the regular rate.

The right is reserved to make later adjustments as between salary and disability benefits to conform to the Workers' Compensation Law, or to conform to later development of facts, including the right to recover any overpayment directly or from future earnings.

In the event of substantial doubt whether temporary disability payments are payable under the Workers' Compensation Law for the disability, or doubt as to the extent thereof, payment on account of sick leave shall be withheld, except to the extent authorized by this section, until the issue is determined either by assumption of liability by the compensation insurance carrier or by adjudication of liability. In the event of substantial doubt whether the disability is compensable pursuant to Section 4850 of the Labor Code, payment of salary shall be withheld, except as to so much thereof as shall be equal to the value of accrued sick leave, vacation and compensatory time off for overtime, until the issue shall be adjudicated.

## ARTICLE XVI 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 District or County, in a regular position, and is based on most recent date of hire.

B. Definition of Department. For purposes of this procedure, department shall be defined as the smallest business unit of:

- a. the administrative staff of an agency; or
- b. a department; or
- c. a department within an agency; or
- d. a District of the County; or
- e. a County Service Area

which is set out in the April 8, 1998, side letter to this MOU including any subsequent amendments thereto.

C. Whenever more than one employee in the Department/District has the same most recent date of hire, seniority shall be determined in the following order: Hours of County and District service from the most recent date of hire, seniority in classification, and seniority in the Department/District.

D. 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 the Department/District, the Department/District General Manager-Chief Engineer shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department/district. 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/district. It is not the intention of the Department/District 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 the Department/District General Manager-Chief Engineer 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/District, 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/District General Manager-Chief Engineer 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. SEIU 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 Department/District 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 forty (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 Department/District 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 SEIU bargaining units.

C. The Department/District is required to notify Human Resources in writing why these candidates are unacceptable before outside candidates will be referred.

Section 5. Department/District 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 Section 2 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 classification.

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

C. An employee's name shall be removed from Department/District 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/District General Manager-Chief Engineer, 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 employees hours in a step being the same number of hours which the employee had at the time of layoff.

Section 6. Re-employment

Status on Re-employment. Re-employment 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 re-employed 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 The Department/District 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.

Section 8. The Human Resources Department will provide to SEIU each quarter a list of employees by Department, classification, and date of hire.

ARTICLE XVII  
VOLUNTARY TIME BANK

Section 1. The Department/District, in considering establishment of a Time-Bank for its eligible employees shall follow the guidelines below:

- A. Definition of eligible employees.

Only employees in budgeted ("Regular") positions within the Department/District 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 at least two (2) weeks 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, registered domestic partner, son, daughter, step-son, step-daughter, foster-son,

foster-daughter, child of a domestic partner, 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 at least two weeks to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted.

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

1. Only the Department/District General Manager-Chief Engineer, 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/District General Manager-Chief Engineer has determined that an employee would benefit from the establishment of a Time-Bank, the Department/District General Manager-Chief Engineer 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/District General Manager-Chief Engineer 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 Human Resources Department. The Department/District General Manager-Chief Engineer 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's and recipient's paid leave balances 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 their (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. The Department/District General Manager-Chief Engineer, after deciding that the Department/District 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.. Receive from the employee benefiting from the Time-Bank proof of eligibility and a signed agreement allowing publication of the employee's situation.

2. Determine qualifications, under the standards above, for the establishment of a Time-Bank.

3. Control the Time-Bank program.

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

5. 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.
6. Notify the Department/District General Manager-Chief Engineer immediately if the program cannot be established and the reason(s).

Section 2. It is agreed that the use of the holiday bank for donation of time shall be applicable to this Memorandum subject to reopener should it be determined by the Department/District that such use is abused or it is an administrative problem.

ARTICLE XVIII  
APPEAL PROCEDURE  
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures. SEIU shall be entitled to have one (1) representative as a member of the Accident Review Committee. The following procedure shall be followed by the Accident Review Committee:

- A. The Accident Review Committee will make a determination if an accident is preventable or non-preventable in the absence of the employee.
- B. If the Accident Review Committee determines that the accident is non-preventable or operational, no appearance will be granted to an employee to appear before the committee.
- C. If the Accident Review Committee determines an accident is preventable, an employee may request an appeal to the determination and appear before the committee to present their evidence and give testimony.
- D. Appeal of Accident Review Committee Determination.
  1. A notice of determination is sent to the employee by certified mail return receipt requested to their last known address if the accident is determined to be preventable. The notice of determination will include an employee's right to appeal the committee's finding. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing of the notice of determination to the employee.
  2. The employee shall submit a written request for review within 10 working days following the date of the receipt.
  3. An employee is entitled to representation during the presentation of this appeal.
  4. The Accident Review Committee shall review the evidence and testimony presented by the employee(s) and/or their representative and make its final determination. The final copy of the Accident Review Committee's determination will be sent to the employee's department and their representative or the employee.
  5. If there is no appeal made within the stipulated time limits, the final copy of

the Accident Review Committee's determination will be sent to the employee's department and the employee.

E. The Department/District will release the employee from work with pay for the actual time needed for their presentation. An employee is not entitled to preparation time or mileage paid by the Department/District. In cases where the employee is in an outlying area, a presentation may be made by a telephone conference call with the Accident Review Committee at the employee's option.

F. Employee is entitled to any information that the Department/District uses upon which it bases its initial determination.

ARTICLE XIX  
ALCOHOL AND DRUG ABUSE POLICY\*

The Board of Supervisors Policy C-10 was enacted to eliminate substance abuse and its effects in the workplace. The policy provides 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.

Employees are expected to be familiar with and comply with Policy C-10, which is included in this Memorandum by reference.

For cause, management may condition further employment on successful passage of a drug or alcohol test.

ARTICLE XX  
DISCRIMINATION COMPLAINT PROCEDURE

The County has established a strong commitment to prohibit and to prevent unlawful harassment and/or discrimination in employment, and has set forth a procedure for investigating and resolving internal complaints in Board of Supervisors Policy C-25, which policy is included in this Memorandum by reference.

ARTICLE XXI  
FLEXIBLE BENEFIT PROGRAM

Section 1. Flexible Benefit Contributions

A. The County shall make the following contributions towards the County's Flexible Benefit plan:

Employees participating in a County sponsored health care plan:

Effective December 22, 2005 (pay date 1/18/06):	\$568.00 per month (\$284.00 per biweek for 24 biweeks/year)
Effective November 9, 2006 (pay date 12/6/06):	\$590.46 per month (\$295.23 per biweek for 24 biweeks/year)
Effective November 8, 2007 (pay date 12/5/07):	\$612.92 per month (\$306.46 per biweek for 24 biweeks/year)
Effective November 6, 2008 (pay date 12/4/08):	\$635.40 per month (\$317.70 per biweek for 24 biweeks/year)
Employees not participating in a County sponsored health care plan:	\$465.00 per month (\$232.50 per biweek for 24 biweeks/year)

In addition, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored health care plan on the following basis:

Employees with family coverage:	Monthly premium reduced by \$100.00
Employees with two-party coverage:	Monthly premium reduced by \$25.00

This subsidy will remain in place for the duration of the MOU.

Employees whose last hire date is on or after November 11, 2004 (pay period 25-04) will be required to select a medical plan as part of their Flexible Benefit election each year, and will not have the option of waiving all medical coverage.

Employees whose most recent hire date is prior to November 11, 2004 (pay period 25-04) will have the option of waiving medical coverage if they provide proof of coverage under another group medical plan.

While qualifying employees may waive medical coverage, at least one of the flexible benefit options must be taken (medical, dental, or Flexible Spending Account) to receive cash back.

B. Employees who fail to timely elect medical coverage will be placed in the lowest-priced employee-only PPO medical plan available.

C. Employees electing not to participate in a County sponsored health care plan must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical coverage shall be received by the Human Resources Department within sixty days from date of hire, and annually during Open Enrollment.

If monies remain after deduction of elected benefits and wavier fees, said monies may be taken in cash back to the aggregate total of options selected and cash.

For part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees after January 11, 1990, the prorated health insurance contribution shall become a prorated cafeteria contribution under the County of Riverside Flexible Benefits Program on the following basis:

Employees working 20 to 29 hours per week, 50% of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee.

Employees working 30 to 39 hours per week, 75% of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee.

Part time employees who work more or less than their designated status for a fiscal year quarter shall be re-characterized at the end of that quarter based on their actual pattern of work during that quarter.

D. The Department/District shall contribute \$25.00 per month, on behalf of each employee and each eligible retiree and such employee's and retiree dependents enrolled in one of Riverside County employee medical and hospital plans, toward the payment of premiums for health insurance.

Section 2. Optical Insurance. The County agreed to providing an optical plan as an option under the County's flex benefit plan (cafeteria plan) subject to the insurance committee proceedings as shown in a subsequent section of this Memorandum, and any subsequent meet and confer session or impasse procedure in order to reach agreement. The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit in this Memorandum). An employee's option for optical insurance only does not qualify the employee for cash back.

### Section 3 Deferred Compensation

The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to the IRS approved maximum in any one calendar year in accordance with the County's approved Deferred Compensation Plan.

## ARTICLE XXII AGENCY SHOP

(The provisions of this Article are not applicable to employees in the Supervisory Unit)

Subject to the provisions set forth below, the Department/District shall deduct and remit the SEIU biweekly service fees or dues, as appropriate, for fee payers/members of SEIU.

Current employees in the unit who are now SEIU members shall remain SEIU members for the period of this Memorandum of Understanding. Employees who are hired on or after the effective date of this Memorandum, and are in a job classification within a representation unit of SEIU covered by this Memorandum of Understanding, the

Department/District, in conformance with the provisions of Government Code Section 3508.5(b), shall deduct the payment of service fees to SEIU from the employees' paychecks. Furthermore, employees hired on or after July 3, 1986, shall, within thirty (30) days from the effective date of this Memorandum of Understanding, become a member of SEIU or, pursuant to the provisions of Government Code 3508.5(b) the Department/District shall automatically deduct the payment of service fees to SEIU from the employee's biweekly paycheck.

Dues withheld by the Department/District shall be transmitted to the SEIU Officer designated in writing by SEIU as the person authorized to receive such funds, at the address specified.

The parties agree that the obligations herein are a condition of continued employment for all unit members. The parties further agree that the failure of any unit member to remain a member in good standing of SEIU or pay the equivalent of SEIU dues during the term of this Memorandum of Understanding shall constitute, generally, just and reasonable cause for termination. The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

No unit member shall be required to join SEIU or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with SEIU to satisfy their obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee.

Whenever a unit member shall be delinquent in the payment of dues or fees, SEIU shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Human Resources Director, or designee. In the event the unit member fails to cure said delinquency, SEIU shall request, in writing, that the Department/District initiate termination proceedings. The termination proceedings shall be governed by applicable State laws.

The Department/District shall not deduct monies specifically earmarked for a Political Action Committee or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

SEIU shall keep an adequate itemized record of its financial transactions and shall make available annually to the Department/District and, upon request to the employees who are members within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principle officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security agreement shall be null and void if rescinded by a vote of employees affected in the unit pursuant to Government Code Section 3502.5(b).

SEIU will defend, indemnify and hold harmless the Department/District from any loss, liability or cause of action arising out of the operation of this article.

SEIU's indemnity obligation is more fully set forth as follows: SEIU will defend, indemnify and hold harmless the Department/District from any loss, liability or cause of action arising out of the operation of this article. Upon commencement of any such legal action, SEIU shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the Department/District because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SEIU shall not diminish SEIU's indemnification obligations under this Memorandum.

The Department/District, immediately upon receipt of notice of such legal action, shall inform SEIU of such action, provide SEIU with all information, documents, and assistance necessary for SEIU's defense or settlement of such action and fully cooperate with SEIU in providing all necessary witnesses, experts and assistance necessary for said defense.

SEIU upon its compromise or settlement of such action, shall immediately pay the parties for such action all sums due under such settlement or compromise. SEIU, upon final order and judgment of a Court of competent jurisdiction awarding damages to any employee of the Department/District, shall immediately pay to such employee all sums owing under such order and judgment.

Effective January 1, 2005, all SEIU represented non-supervisory employees, including those hired prior to July 3, 1986, must join the Union or become "fair share" (fee) payers.

ARTICLE XXIII  
MAINTENANCE OF MEMBERSHIP  
(Supervisory Unit Only)

Employees in the Supervisory representation unit who are members of SEIU on June 29, 1989, shall remain members during the period covered by this Memorandum of Understanding. Such employees may withdraw during the month of April 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 SEIU, setting forth his/her desire to remove said authorization and may include reasons thereof. To be considered, a letter shall be received by SEIU on or after April 1st, but no later than the last working day of April. SEIU shall promptly forward a stop deduction to County payroll in the manner provided by the Department/District.

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

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

ARTICLE XXVI  
COMPENSATION AND BENEFIT INCREASES

Section 1. Wage Increases

A. General Wage Increase:

Effective January 19, 2006 the positions shall receive a 2.5% increase to their base salaries.

Effective October 12, 2006 the positions shall receive a 2.0% increase to their base salaries.

Effective September 27, 2007 the positions shall receive a 3.0% increase to their base salaries

Effective September 25, 2008 the positions shall receive a 3.0% increase to their base salaries.

[NOTE: The parties agree that the general wage increases for 2006 outlined above shall be applied to the base pay plus hot skill pays for IT employees represented by SEIU who are in the hot skill pay program. This is a one-year only arrangement.]

ARTICLE XXVII  
PARITY STUDIES

Parity issues will continue to be discussed in the appropriate labor-management committee meetings.

ARTICLE XXIX  
WORKSITE CLEAN-UP FACILITIES

The Department/District's shall provide water barrels at each landfill worksite, with faucets for wash up activities, with the understanding that the Department/District will comply with Cal OSHA requirements.

ARTICLE XXXI  
UNIFORMS

The following uniform allowances are provided by the Department/District to employees in the following classifications based on the authorization and approval of the employee's supervisor. Authorization is on an "as needed" basis and not to exceed the annual allowance without special and extenuating circumstances approved by the General Manager-Chief Engineer or his designee:

<b>Classification</b>	<b>District SEIU Job Code</b>	<b>Annual Allowance</b>
Maintenance & Construction Worker	80029	\$200
Equipment Operator I & II	80023/8002 4	\$200
Senior Equipment Operator	80073	\$200
Landfill Safety Monitors	80006	\$220
Laborer	80028	\$200
Crew Lead Workers	80056	\$200
Haz. Waste Inspector	80048	\$500
Senior Haz. Waste Inspector	80075	\$500

ARTICLE XXXV  
LABOR-MANAGEMENT COMMITTEE

The parties agree to form a joint labor/management committee on an ad hoc basis to address workplace issues as they arise. The committee shall be composed of equal numbers of management and union representatives. Each party to the committee shall select four (4) members to the Committee. The management team shall consist of both Department/District and County representatives. The Co-Chairs shall develop the agenda for each meeting and chair meetings on an alternating basis. The committee shall operate on the basis of consensus. Department/District employees representing the Union during their regular hours of employment shall serve on the committee without loss of pay or benefits. The Committee shall meet at times and places by mutual agreement.

ARTICLE XXXV  
SEPARABILITY

It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

ARTICLE XXVI  
SEIU PENSION

Subject to meeting the conditions set forth below, effective June 28, 2001, the Department/District shall make a biweekly contribution to the SEIU National Industry Pension Fund equal to \$.06 per hour for all hours worked on behalf of those Regular employees covered under the provisions of this agreement. The Department/District agrees to be bound by and comply with the Appendix to the Collective Bargaining Agreement between SEIU Local 1997 and the Waste Resources Management District of Riverside to which it is signatory, and any amendments thereto; provided, however, that

SEIU, Local 1997, the Fund, and all members, agents employees, representatives or other parties empowered to act on their behalf shall indemnify and hold the Department/District harmless from any and all liability, including costs of suits and reasonable attorney fees, arising from the implementation and continued operation of this Article.

Conditions:

1. SEIU must provide a copy of the IRS approval letter of the SEIU defined benefit plan (including the approval number) to the Department/District.
2. SEIU agrees to perform all necessary calculations for each SEIU represented employee, at the time of his/her retirement, to assure that the retiring employee's combined PERS and SEIU retirement benefit does exceed 100% of the Department/District salary received by him/her prior to retirement. In the event such combined salary exceeds this 100% limit, SEIU agrees to reduce the SEIU retirement benefit for the affected employee to a level that will assure that the 100% requirement is met.
3. Inasmuch as the SEIU Defined Benefit Plan is administered by SEIU and not the Department/District, the Department/District must receive a written statement from PERS, prior to the implementation of the Plan, stating that, for PERS purposes, the implementation of the SEIU plan is both legal and consistent with PERS regulations.
4. SEIU assumes responsibility for all necessary reporting to the appropriate State and Federal agencies.
5. In the event SEIU is unable to comply with all of the conditions set forth above, the \$.06 per hour negotiated by the parties will be applied to a County sponsored 401(a) plan.
6. Effective June 30, 2003, the Department/District shall increase its biweekly contribution to the SEIU National Industry Pension Fund by an additional \$.04 per hour so that the Department/District's total contribution shall be equal to \$.10 per hour for all hours worked on behalf of those Regular employees covered under the provisions of this agreement. SEIU agrees that the Department/District may use some or all of the Short Term Disability Fund (less appropriate reserves) to fund this increase.

## ARTICLE XXXVII UNION RIGHTS

Section 1. Bulletin Boards: Space will be made available to SIEU on a reasonable number of departmental bulletin boards designated for such purpose, provided such use is reasonable. Notices shall be dated and signed by a SEIU representative. The privilege does not extend to the individual members of an organization. The posting and removal of bulletin board material must be maintained in a timely fashion. The Department/District, through the Human Resources Director, or designee, reserves the right to suspend or cancel bulletin board privileges for abuse.

Section 2. Separate Payroll Deduction Code: The County agrees to provide SEIU with one separate payroll deduction code for insurance related deductions.

Section 3. Workforceexchange.net: Workforceexchange.net shall be made available to

SEIU for communications with its members.

Section 4. Worksite Access: The Union will maintain its existing rights to enforce their rights to worksite access.

The Union shall also be provided, upon request, a meeting room at all work locations, to conduct meetings with represented employees before and after work and during lunch periods (non-working time). Where facilities like RCRMC exist and make impracticable the ability of employees on other floors to be able to attend a meeting due to limited lunch breaks, the Department/District agrees to make every effort to provide additional meeting rooms to address this issue. All meetings will be scheduled through Human Resources, and, at the time the request is made the request will be granted, provided that the meeting room requested has not been previously scheduled.

Section 5. Consensus: The existing County Charter consensus provision of the County Labor/Management Committee shall be applicable to the SEIU bargaining unit specific Labor/Management Committee.

Section 6. Education and Training Release Time: Effective January 1, 2003, Department/District agrees to release SEIU represented employees for Union related education and training activities not to exceed an aggregate total of 20 minutes per represented employee per calendar year (Cost \$588.00). Time spent training Stewards in the grievance procedure through the providing of release time to prepare for grievances/administrative interviews and Skelly hearings, will be charged to this Article/Section. The parties agree that up to fifty percent (50%) of this bank may be used for Steward activities.

Section 7. Stewards: Except as set out below, SEIU may elect or appoint one (1) Steward in each County Department, one (1) additional Steward in departments with more than 200 SEIU members, and one (1) additional Steward in departments with more than 500 SEIU members in more than ten (10) geographical locations.

[To avoid any conflict of interest, any Steward elected or appointed from the supervisory unit shall be limited to representing employees in the supervisory unit.] The Stewards are recognized as representatives of SEIU in their department with the power to bind SEIU in all matters pertaining to this Memorandum. SEIU agrees to notify the County Human Resources Department in writing of the names of its Stewards and the effective dates of their election or appointment.

There shall be no union activity on County time or premises except as provided for in this Memorandum. A Steward is permitted to represent SEIU in grievances, administrative interviews, or Skelly hearings, consistent with the representational rights granted by the *Meyers-Milias-Brown Act*. Stewards shall not be permitted to request preparation time pursuant to this Article. A Steward will not absent him/herself from his/her work without first obtaining the permission of the Department. To obtain permission the Steward shall identify (i) the specific reason for requesting permission, (ii) the employee(s) to be represented, and (iii) the general issue involved. SEIU agrees that the provision of County services is not to be negatively affected by any Steward activity permitted by this Article. Subject to the foregoing, the County will not unreasonably withhold permission.

Except as outlined above, the Steward will not be paid his/her regular wages while conducting steward business but will be permitted to use accumulated vacation and/or compensatory time, provided the use of such time does not result in the payment of overtime during the workweek in question. County will not pay for, nor shall the Steward be entitled to make any claim for, time spent on steward business during the Steward's non-regular working hours or for time spent on other union matters including, but not limited to, Labor-Management meetings, arbitration, PERB hearings, court, depositions, negotiations, union conferences or training.

The Steward program is introduced on a trial basis and will terminate at midnight, December 31, 2005. Any continuation of the program thereafter will require the express agreement of the parties.

Section 8    New Employee Orientation: SEIU will be allowed to participate and present during new employee orientation.

Section 9    SEIU Training Fund: Effective July 1, 2004, the County will contribute \$0.01 per hour, for employees covered under the provisions of this Memorandum of Understanding, for all regular hours compensated, to be allocated to the SEIU, Local 1997 Training Fund.

County and SEIU agree to look at training opportunities and funding for employees and families in labor-management meetings.

ARTICLE XXXVIII  
BOARD POLICY C-29 – POLL WORKERS

The Board of Directors/Supervisors has adopted a policy encouraging County employees to serve as election officers. Employees desiring to volunteer their services as election officers shall apply for such service and coordinate their application in accordance with Board Policy C-29 Use of County Employees as Election Officers.