

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

776



**FROM:** Regional Parks and Open Space District

**SUBMITTAL DATE:**  
May 5, 2010

**SUBJECT:** Approval of the 2009-2010 Memorandum of Understanding with Service Employees International Union (SEIU), Local 721.

**RECOMMENDED MOTION:** That the Board of Directors approve the 2009-2010 Memorandum of Understanding between the County of Riverside Regional Parks and Open Space District and Service Employees International Union (SEIU), Local 721.

**BACKGROUND:** SEIU asked to open negotiations with the County for a new Memorandum of Understanding. Discussions with the County started on March 26, 2009, and twenty three (23) bargaining sessions were held. A tentative agreement for a new eleven (11) month Memorandum of Understanding, covering 2009 through June 30, 2010, was reached on August 19, 2009. The agreement was also intended to modify the Regional Parks and Open Space District MOU.

(continued on page 2)

Tracy Novak for  
  
Scott Bangle, General Manager

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/10

<b>SOURCE OF FUNDS:</b> District Budget	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

**APPROVE**

BY:   
**Alex Gann**

**County Executive Office Signature**

☐ Consent  
☒ Policy  
☐ Consent  
☒ Policy

Dept's Recomm.:  
 Per Exec. Ofc.:

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

**ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD**

**13.1**

On November 18, 2009, a meeting was held with SEIU to communicate District issues that are unique to the Regional Parks and Open Space District. A second bargaining session took place on January 20, 2010. The final adoption of the MOU for County employees occurred on September 1, 2009. The Regional Parks and Open Space District MOU was not finalized until management and the union completed a section by section review.

The County and SEIU cooperated in a cleanup of the Regional Parks and Open Space District Memorandum of Understanding (MOU) pertaining to language, spelling, grammar, formatting and updating the MOU to include the tentative agreements reached with SEIU on August 19, 2009.

Attached for the Board's approval are the agreed upon amendments to the Memorandum of Understanding that resulted from this cooperative effort.

MEMORANDUM OF UNDERSTANDING

2009 – 2010

COUNTY OF RIVERSIDE  
REGIONAL PARK & OPEN SPACE DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 721

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## DEFINITIONS

ADA shall mean the Americans with Disability Act of 1990

Arbitration shall mean the Third Step meeting in the Grievance Process when the grievance is heard by an outside neutral third party.

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

Continuous service, continuous employment, and similar terms, shall mean the continuing service of a permanent or seasonal employee in a continuing payroll status, without interruption except for authorized leave of absence.

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

Discrimination Complaint shall mean a complaint that may be filed by an employee alleging illegal discrimination based on race, color, religion, medical condition, mental disability, sex, national origin, ancestry, age, physical disability, marital status, pregnancy, sexual orientation or other protected classification.

Employees as used in this Memorandum of Understanding shall refer only to "regular" or "seasonal" employee(s), full-time or part-time, as referred to in Salary Ordinance No. 440 employed by the County or 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 shall mean a meeting at the department level between a department representative and the employee, and/or Union representative. The First Formal Step in the Grievance Process.

Full time employees shall mean employees whose positions require the number of hours usual or prescribed for normal permanent 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 fourteen (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 District service.

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 (1) person.

Probationary employee means a regular or seasonal employee who has not completed the initial probationary period as designated in this Memorandum, in a paid status in a position following initial employment. Probationary employee also means a regular or seasonal employee who has not completed the required probationary period as designated in this 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 shall mean a holder of a regular position.



Regular position shall mean a position established pursuant to Ordinance #440 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 shall mean a 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 721.

Step Increase shall mean a pay increase based upon approved pay scale tables.

Temporary employee shall mean 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 shall mean 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 1 TERM

Section 1. Term. This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the Regional Park & Open Space District, (hereinafter referred to as District) and the Service Employees International Union, Local 721, (hereinafter referred to as SEIU) as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This MOU is in effect from August 1, 2009, to midnight, June 30, 2010. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the Regional Park & Open Space District.

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 January 1 and February 1 prior to the expiration of the current MOU, its full and written request to commence negotiations for such successor MOU.

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 MOU not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

## ARTICLE 2 RECOGNITION

This MOU shall apply only to persons employed as Regular full-time, or Regular part-time, or Seasonal employees in classifications within the following bargaining units in the district:

- A. General
- B. Supervisory

The terms "employee" or "employees" as used in this MOU shall refer only to "regular" or "seasonal" employee(s) as referred to in Salary Ordinance No. 440 employed by the County in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside (Res. No. 99-379).

## ARTICLE 3 FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

B. It is the intent of the parties that this MOU 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 MOU.

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

E. The District retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which 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.

The District 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 District retains the right to be the sole judge of the qualifications and competence of its officers and employees.

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

#### ARTICLE 4 WORKWEEK, OVERTIME AND PREMIUM PAY

##### Section 1. Workweek

A. Work-Period. The normal work period shall be ten (10) working days of eight (8) hours each or eighty (80) hours in a two (2) week period. Work weeks will comply with the Fair Labor Standards Act (FLSA). The General Manager/Parks Director with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different biweekly work period of eighty (80) hours after giving one (1) pay period written notice to the representative, if any, of the employees affected. Employees shall be given written notice no less than one (1) pay period before assigned work schedules are changed unless agreed to otherwise by the employee.

1. Effective July 1, 1999, SEIU agrees that the 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.

B. Alternate and Flex Work Schedules. These schedules are alternatives to the traditional eight (8) hour a day schedule. Non-synchronized 9/80 or 4/10 work schedules are the preferred alternate work schedules; 3/12 or 4/12 work schedules are also available. Flex schedules must meet the total hours per pay week requirement of a regular or alternate work schedule, but with an irregular number of hours worked per day.

Example of Flex Schedule:										
	M	T	W	Th	F	M	T	W	Th	F
Hrs.	9	7	10	6	8=40	12	8	9	7	4=40
80 TOTAL HOURS BI-WEEKLY										

Flex schedules shall be made available under the following conditions:

1. Overtime shall be earned and compensated under this section according to the provisions of Section 2 of this Article.
2. In order for an employee to be under the flex hours provision, they must continue to maintain the work load assigned within the work period. The District may establish core hours of work. In addition, employees must agree to clear their schedule to attend staff meetings, training classes or any other meetings or events that the District requires the employee to attend. It is mandatory for an employee to follow reporting requirements of the District and any other requirement in the District's policy, procedures and handbook. It is incumbent on the employee to keep abreast of all events that affect their schedule.
3. Probationary employees and employees who do not meet the required work standard where closer supervision is necessary shall not be eligible for the flex hours scheduling.
4. Should a grievance be filed against the District for the removal of an employee from this flex schedule the burden of proof is upon the employee to show that the District did not have cause for such action. Cause is based on failure of the employee to follow conditional requirements stated in this memorandum. Removal from the flex time schedule shall not be interpreted as disciplinary action.

## Section 2. Overtime

A. Overtime. Except as set out in paragraph C below, the District shall pay overtime at one and one-half (1½) times their FLSA regular rate of pay for all hours approved and actually worked over forty (40) hours in a work week, or for work performed when the employee is required to meet an emergency or is in a stand-by or call duty status. It does not include regularly scheduled work on a paid holiday.

B. Provisions. The County and the Union agree to meet every other month to review overtime usage.

C. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the General Manager/Parks Director or a designee.

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

D. District Records. The General Manager/Parks Director shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each work week, with justification in each case, and shall also include compensatory time off. The daily record for an employee in a normal paid working status may be kept on a negative basis, that is, with no entry except for overtime, compensatory time off, sick leave, vacation, leave of absence, and like items.

The initial record, any secondary records, such as a summary of the work week or of the pay period, or other compilation from the initial record, and the District 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 (3) 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 (1 ½) 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 one hundred twenty (120) hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit after forty (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 one hundred twenty (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 Executive Officer, accumulated overtime credit of one hundred twenty (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 eighty (80) hours, or by seasonal overtime work, if authorized by the County 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 District or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates that 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 MOU who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
4. The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half (1.5x) 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 Supervisors finds to constitute such, at the time it authorized the payment thereof.

### Section 3. Premium Pay

A. Call Duty - General. Except as set out below, when placed by the General Manager/Parks Director or a designee specifically on stand-by or on-call duty, an employee shall be paid one (1) hour regular rate of pay for eight (8) hours of such duty in addition to the regular salary. The compensation shall cease when the employee reports to work.

B. Minimum Overtime on Call-Back. Except as set out below, an employee called back to work, whether or not he/she is in an on-call duty status, shall receive minimum credit for one (1) hour's work. If an employee should complete the work required, and subsequently be recalled during the minimum credit period, no additional compensation shall be paid for until the minimum time has been worked by the employee.

C. Shift Differentials

1. Applicability of Shift Differentials. Shift differentials do not apply to vacation, sick leave, holiday pay, call or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Employees who work 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 - General. 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 one dollar five cents (\$1.05) per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.

3. Night Shift - General. 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 one dollar eighty five cents (\$1.85) per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

D. 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 FLSA workweek. Actual hours of time worked in excess of the normal or established FLSA workweek and actual hours taken as compensatory time off shall be reported on each attendance report. With approval of the Board of 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 that has not been taken in compensatory time off, not to exceed sixty (60) hours.

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 (5x) 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: Forty dollars (\$40) per pay period (50¢ per hour)

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

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

### Testing Administration:

Oral and written examinations will be developed with labor management and will be administered by the Human Resources Training Center as follows:

Level 1: Basic oral/reading test

Level 2: Written

Level 3: Complex Level Written

### Plan Implementation:

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

All current 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 District Supervisors as requiring/desiring bilingual skills, are encouraged to test for higher skill levels if required by the District.

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. Class "A" or "B" License. The District shall designate at least three (3) employees who, as part of their assigned duties, may be required to drive equipment that requires the operator to possess and maintain a valid California Class "A" or "B" Driver's License. An employee hired prior to May 7, 1998, who maintains a current California Class "A" or "B" Driver's License and is designated to operate such equipment, shall receive a biweekly bonus, calculated at the rate of ten cents (\$.10) per hour for each hour worked, not to exceed eighty (80) hours per biweekly pay period.

G. Certification Differential (district designated)

The District agrees to pay the differentials set out below for time actually worked by designated employees required by District Management to obtain, maintain and utilize the following certifications/licenses:

- Certified Pool Operator \$ .15/hour
- Municipal Pool Operator
  
- Pesticide License \$ .25/hour
- Certified Pest Control Applicator
- Certified Playground Inspector
- Grade I Waste Water Certificate
- Grade I Water Distribution Certificate
- Grade I Water Treatment Certificate
  
- Licensed Pest Control Advisor \$ .50/hour

This differential will be paid during the period of time the employee is designated by District Management as operating under this certification, not to exceed eighty hours per pay period.

H. Fingerprinting. Employees whose duties require that they either have direct contact or supervisory or disciplinary authority over minors shall be subject to being fingerprinted.

## ARTICLE 5 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.

Special Provision: Step increases for all classifications shall be suspended for the duration of the MOU.

B. Anniversary Dates:

The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of one (1) 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 six (6) 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 one (1) year in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

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

D. Denial of Step Increase: The General Manager/Parks Director 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 General Manager/Parks Director disallows such increase, the General Manager/Parks Director 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 General Manager/Parks Director. 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 General Manager/Parks Director to deny the increase.

E. Seasonal Employees: With the same procedures as in the foregoing Subsection B, on the first day of the pay period following the completion of one (1) 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 (1) year in a paid status, not including overtime, the 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 (1) year shall occur when the employee is in an unpaid status.

F. 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 (2) steps remaining, it shall be to the last step.

## Section 2. New Employees

A. Except as otherwise provided by this MOU, a new employee shall be appointed at the first step of the salary range. The General Manager/Parks Director with the prior approval of the Human Resources Director and the County 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 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 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. Should incumbent Registered Nurses working for an RCRMC campus or Detention Health not be advanced in the scenario outlined above, the parties agree to meet and consult on the issue to determine if advancement would be equitable in all the circumstances. The anniversary date shall be the first day of the pay period which is not less than one (1) year in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, his/her anniversary date shall not change.

### B. Difficult to Recruit Positions.

Notwithstanding the provisions of (A) above, there shall be up to an additional four (4) steps [approximately eleven (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 four (4) steps [approximately eleven (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 Department/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 (1) 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 MOU. 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 he/she previously occupied, at the same step of the salary range as the step applicable at the time of his 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 (24) months after termination he/she may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed accrued sick leave and accrued time toward earned vacation, not exceeding the amount thereof which was lost at the time of termination, and 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 who did not withdraw his or her initial retirement contributions 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 nine hundred sixty (960) hours in any calendar year, without loss of benefits, as specified in Section 21153 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, or 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 two (2) steps higher, or immediately greater than two (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.

A. Directed Transfer. The transfer shall be discussed in advanced with the employee. An explanation of the reasons for the transfer will be given.

#### 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 (1) 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)/General Manager/Parks Director 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 two (2) steps higher, or immediately greater than two (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 six (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 one (1) year in a paid status.

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

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

## Section 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 re-determined 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 four hundred eighty (480) hours or more during any one (1) 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 General Manager/Parks Director or designee in writing.



## Section 10. Payroll.

The District shall make every reasonable effort to resolve payroll errors within one (1) pay period.

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

### A. Payroll System.

The County utilizes People-Soft for its payroll, accounting, and budgeting system.

- a. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service dates.
- b. Leave accruals, i.e. sick leave, vacation pay, requires 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 (1) day during the pay period, i.e., flexible credit allowance.
- d. The start of the biweekly pay period is Thursday.

### B. 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 of Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior to the electronic deposit. Statement of Earnings 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. In the event of proven hardship the parties will agree on an alternate pay process.

### C. 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 (3) pay periods notice of final implementation of the electronic pay advice system.

Section 11. Board Policy C-26:

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

Section 12. Compaction.

The County and Union agree to meet and consult on existing compaction issues by 1/1/2010.

ARTICLE 6  
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 his or her initial employment in a position in a paid status until the required initial probationary period, and any extension, is completed without separation from County 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 temporary employee who has not completed the initial probationary period serves at the pleasure of the General Manager/Parks Director and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this MOU.

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. [NOTE: Supervising Welfare Fraud Investigators must serve at least twelve (12) months initial probation after successfully completing the academy.]

C. Extension of Initial Probation. The employing General Manager/Parks Director with the approval of the Human Resources Director may extend the initial probationary period of an employee. Extensions of an initial probationary period are discouraged and must be approved by the Human Resources Director or a designee in writing at least eighty (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 (3) month increments up to two (2) times. A twelve (12) month initial probationary period may be extended once to fifteen (15) months or twice to eighteen (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 (1) year initial probationary period. The one (1) 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 (12) 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 General Manager/Parks Director'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 re-determined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

## Section 2. Retirement.

A. 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 (3) highest year average) shall no longer be applicable.

B. Public Employee's Retirement System (PERS) Contributions. County miscellaneous and safety 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 (6<sup>th</sup>) year of continuous service, the County shall pay the employee's 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.

C. 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 (three percent (3%) at age sixty (60) Full and Modified formula).

D. 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 (4) 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.

E. 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 Supervisors Policy A-23, smoking in District facilities is prohibited except in specifically designated areas. General Manager/Parks Director or their designee shall identify smoking areas.

In shared buildings or floors, General Manager/Parks Director or their designees will jointly identify common smoking areas. This policy shall apply to District employees and the general public.

The District may designate one hundred percent (100%) of its unassigned vehicle fleet as no-smoking areas.

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

It is the responsibility of the General Manager/Parks Director and District supervisors to enforce the non-smoking policy of the County.

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

Section 4. Mileage Reimbursement. Employees who are required to use their personal vehicles for County/District 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 General Manager/Parks Director.

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, with the exception of the Sheriff's Department sworn personnel.

Section 5. Merit Systems/Veterans Preference. The Human Resources Administration under this MOU 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/district by this MOU only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training and experience and shall take into consideration a system of veterans preference as may be adopted by the Board of Supervisors, by resolution. The veteran's preference program shall be administered by the Human Resources Director.

Section 6. Employment of Relatives. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; provided, however, in no instance, shall a County officer or employee execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion or work assignments) specifically pertaining to another County employee who is related within the first degree of consanguinity whether by blood or marriage. Whether by blood or marriage shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Should such relationship occur, the 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 six (6) months.

ARTICLE 7  
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 MOU 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 County 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 there from, 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 General Manager/Parks Director 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 General Manager/Parks Director's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event

shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

**B. Proof of Illness**

1. When in the judgment of the General Manager/Parks Director 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 General Manager/Parks Director. 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 district 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.

1. Pre-Retirement Cash Out of Accumulated Sick Leave. In contemplation of service retirement or disability retirement of an employee or officer the following pre-retirement cash out option is available:

a. Effective Date. The pre-retirement cash out option is effective for employee retirement (as defined by the agreement between County of Riverside and CalPERS) that occurs on or after December 7, 2006.

b. Eligibility. Employees are eligible for the pre-retirement cash out option if they have five (5) or more years of County of Riverside service, and who at the time of their election are employed in a County bargaining unit whose agreement provides for the pre-retirement cash out option.

c. Election. Qualifying employees have a one-time election to cash out a portion of their accrued sick leave balances, up to the limits explained below. Such an election must be made no later than six (6) months prior to retirement (as defined by the agreement between County of Riverside and CalPERS.) Notwithstanding the above, such an election may be made within six (6) months prior to retirement if the retirement occurs prior to May 9, 2007.

d. Sick Leave Cash Out. Sick Leave balances may only be cashed out in the event of the participant's planned retirement and if the participant executes a valid election as described at (c) above.

1. For employees retiring with at least five (5) but less than fifteen (15) years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of fifty percent (50%) of the employee's current salary value. The total payment shall not exceed a sum equal to 960 hours of full pay.
2. For employees retiring with fifteen (15) or more years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of one hundred percent (100%) of the employee's current



salary value. The total payment shall not exceed a sum equal to 960 hours of full pay.

- e. Refund Requirement. Employees who elect a pre-retirement cash-out of accumulated sick leave under this option, but who do not subsequently retire (as defined by the agreement between County of Riverside and CalPERS) shall repay to the County of Riverside any amount of cashed-out sick-leave. If such payment is not made in a lump sum within two weeks of when the repayment becomes due then it is agreed that the remaining amount due shall be made by way of payroll deduction. Such employees are permitted to again make a valid cash-out election no later than six (6) months prior to retirement.
- f. Forfeiture. Unused accumulated sick leave balances are forfeited in the event a participant terminates employment for any reason other than retirement.
- g. Reduction. The value of the participant's unused sick leave will be reduced by the balance of any amount owed by the participant to the County of Riverside.

Section 2. Bereavement Leave. The County agrees to allow up to five (5) working days of leave, three (3) of which will be paid and the additional two (2) 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 County has the right to require proper documentation in support of the requested leave.

Under extenuating circumstances, and with the prior approval of the district, employees shall be permitted to take up to five (5) 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 General Manager/Parks Director, 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 General Manager/Parks Director, 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 district.

When the General Manager/Parks Director, 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. District-Leave of Absence/Official Leave of Absence. A 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 County; or
- D. Personal reasons acceptable to the authority whose approval is required;

1. District leave of absence. District leave of absence up to four hundred eighty (480) hours in any one (1) calendar year period may be granted to any employee by the General Manager/Parks Director. Such leave shall be reported as leave of absence via the district's payroll. The General Manager/Parks Director 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 General Manager/Parks Director.

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 four hundred eighty (480) hours, but not exceeding one (1) 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 General Manager/Parks Director 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 General Manager/Parks Director, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient

medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

Nothing herein shall prevent the earlier return to duty by the employee, except the General Manager/Parks Director may require two (2) 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 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 thirty (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

A. 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 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 from FLSA absent as a witness in a private matter shall not be entitled to be paid during such absence.

B. Any employee who is summoned for attendance to any court for jury duty who is assigned to work a shift other than a day shift shall, for the term of such jury duty, be reassigned to work a day shift. In the event the employee is released from jury duty, he/she shall return to work. Upon the completion of jury duty, the employee shall be reassigned to the shift that he/she would otherwise work provided, however, that the employee shall not be required to work back-to-back shifts as a result of returning to his/her regularly assigned shift.

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 (5) consecutive working days is an automatic resignation from County service, providing the employee upon written District notification does not respond to the 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 District finalizing the resignation and must contain an opportunity within three (3) 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 ten (10) calendar days of service of the second letter from the District, 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 General Manager/Parks Director 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 MOU.

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 8 VACATION

### Section 1. Vacation

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 three (3) years in a payroll status, eighty (80) hours (ten (10) days);

Years four (4) through nine (9) in a payroll status, one hundred twenty (120) hours (fifteen (15) days);

years ten (10) or more one hundred sixty (160) hours (twenty (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 General Manager/Parks Director. 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 MOU may accumulate accrued vacation for not more than a maximum of four hundred eighty (480) hours.

Upon the written request of the General Manager/Parks Director showing reasonable necessity and good cause, submitted prior to the accumulation of the maximum vacation entitlement, the Board of 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 (3) 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 MOU. 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 District, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.

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

D. No person shall be permitted to work for compensation for the County during vacation, except with prior approval of the Board of Supervisors and the General Manager/Parks Director.

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

#### ARTICLE 9 HOLIDAYS

## Section 1. Paid Holidays

### A. County Holidays

January 1, New Year's Day  
Third Monday in January, Martin Luther King, Jr.  
February 12, Lincoln's Birthday  
Third Monday in February, Washington's Birthday  
Last Monday in May, Memorial Day  
July 4, Independence Day  
First Monday in September, Labor Day  
Second Monday in October, Columbus Day  
November 11, Veterans' Day  
Fourth Thursday in November, Thanksgiving Day  
(unless otherwise appointed)  
Friday following Thanksgiving  
December 24 and 31 when they fall on Monday  
December 25, Christmas Day  
December 26 and January 2, when they fall on a Friday

Friday preceding January 1, February 12, July 4, November 11 or December 25, 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 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 MOU 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 MOU 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 four (4) hours each Monday shall receive four (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 twenty (20) hours per week but who, as a result of the holiday, only works sixteen (16) hours that week shall receive four (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 10 REIMBURSEMENT PROGRAMS

Section 1. Living Quarters, Meals, or Laundry Service. Rates for maintenance, including living quarters, meals, or laundry service, furnished by the District to any officer or employee, shall be fixed by a resolution of the Board of Supervisors from time to time. Payment therefore shall be made by a deduction from compensation, or by performance of additional services, as may be determined by the Board of Supervisors.

Section 2. Meals. No charge for meals shall be made where the same are furnished for the convenience of the District, such as for employees at 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 eight (8) hour shift for the convenience of the District shall be furnished one (1) meal without charge in every department or institution of the 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 General Manager/Parks Director, with the written approval of the County Executive Officer, the Board of Supervisors may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the 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 (1) year period for any one (1) employee, nor for any employee until he/she has been continuously employed by the District for at least one (1) year preceding the authorization. If the employee voluntarily terminates employment with the District within one (1) year of the payment of the expenses set forth herein, the employee shall, within thirty (30) days of the effective date of the voluntary termination of employment with the District, reimburse the 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 (Professional Unit). It shall be the policy of the Board of 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 General Manager/Parks Director
  - 1. When the tuition or registration fee is five hundred dollars (\$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 registered fee is more than five hundred dollars (\$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 11 DISCIPLINE, DISMISSAL, AND REVIEW

### Section 1. Applicability.

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

### Section 2. Just Cause.

The County shall use progressive discipline with the exception of any egregious act on behalf of the employee.

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 Supervisors or the head of the District 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 District 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 District. The 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; and,
- P. Violation of the County Anti-Violence in the Workplace Policy.

### Section 3. Suspension

Suspension of an employee shall not be for more than forty (40) working days.

### Section 4. Reduction in Compensation

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 (1) or more full pay periods, but not to exceed thirteen (13) pay periods.

### Section 5. Process of Review

By resolution, the Board of Supervisors shall provide a procedure whereby the involuntary dismissal, demotion, reduction in compensation, or suspension of an employee, shall at the employee's request, be reviewed to determine whether such action was justified and should be upheld. The procedure shall include the right, after notice, to a hearing before a designated body or officer having power to affirm, revoke or modify the action reviewed.

## ARTICLE 12 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, "General Manager/Parks Director" includes the General Manager/Parks Director 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, or designee, may be exercised by a designated subordinate.

Section 2. Involuntary Leave of Absence. Pending investigation by the General Manager/Parks Director of an accusation or accusations against an employee alleging employee misconduct, covered under Article 11 of this MOU, the General Manager/Parks Director, 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 General Manager/Parks Director 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 General Manager/Parks Director may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County'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 District representative. It is also the employee's responsibility to ensure the 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 intent to take 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 General Manager/Parks Director prior to the effective date of the disciplinary action(s).

B. 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 ten (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 General Manager/Parks Director 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, a pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand in lieu of suspension of eighty (80) working 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 (either 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 General Manager/Parks Director 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 him/her. 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 MOU.

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 County 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 two hundred fifty dollars (\$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 (7) nor more than eleven (11) 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 (11) 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 General Manager/Parks Director 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 County Officer or employee to attend a hearing and testify upon the written request of either the employee, the General Manager/Parks Director, or the neutral, provided reasonable notice is given the District employing the officer or employee. The Human Resources Director, or designee, shall arrange for the production of any relevant County 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 General Manager/Parks Director 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 County and SEIU. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.

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

I. Within twenty-one (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 1280 et. seq. 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 MOU 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 County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.



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 employees of County departments/districts 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 General Manager/Parks Director 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 County, 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 13 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 MOU, 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:
1. County Harassment Policy and Complaint Procedure;
  2. County Violence, Threats, and Securities Policy;
  3. Promotional decisions made pursuant to the County's Local Merit System;
  4. Voluntary time-banks;

5. Placement on Medical-Certification program;
6. Termination under the Agency Shop provision of this MOU;
7. Appeals to the Accident Review Committee;
8. Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;
9. 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 Supervisors.

C. 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 MOU 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 District 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 (1) 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 (1) representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one (1) 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 MOU 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 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 County and the grievant.

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

Section 10. Time Limits. Grievance petitions shall be processed from one (1) 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 Resolution: With respect to whether issues are grievable, the County and SEIU agree to utilize a third party neutral (hereinafter referred to as a 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 County agrees to cite specific reasons, including any applicable Articles or Sections of the MOU, or specific provisions or other procedures, that constitute the County'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 (10) 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 grievant's General Manager/Parks Director. Within fifteen (15) working days after submission of the petition, the General Manager/Parks Director, or a designee shall meet with the grievant and the grievant's representative, if any. No later than fifteen (15) working days thereafter, the General Manager/Parks Director, 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 General Manager/Parks Director or designee renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) working days of the submission of the request for review. No later than ten (10) working days thereafter, the Human Resources Director, or a designee, shall render a written decision.

D. Step 3. Failing to resolve the grievance at Step 2, the grievant shall submit a written request for arbitration to the Human Resources Director, or designee, within ten (10) working days following the date the Human Resources Director, or designee, renders a decision.

E. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner prescribed herein. The Board of 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 Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

#### 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 (11) 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 (7) or more than eleven (11) 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 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 General Manager/Parks Director at least two (2) working days in advance of the hearing date.

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 MOU.

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 employees of County departments/districts 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 14 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 County's operation during the term of this MOU.

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 15 ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled him/her 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 ten (10) calendar days during which he/she is 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, he/she 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 16 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 the

1. the administrative staff of an agency; or
2. a department; or
3. a department within an agency; or
4. a district of the County; or
5. 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 (1) employee in a department has the same most recent date of hire, seniority shall be determined in the following order: Hours of County service from the most recent date of hire, seniority in classification, and seniority in the department or agency.

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 layoff list.

### Section 2. Reduction in Force

A. When it becomes necessary to reduce the work force in a department, the General Manager/Parks Director shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department. No regular

employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.

B. Any reduction in the number of regular employees holding a job classification designated by the General Manager/Parks Director for layoff shall be made in the following order of employment status:

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

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

D. After consultation with the Human Resources Director or a designee, the General Manager/Parks Director 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 fourteen (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 twenty-four (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 there from 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 (7) 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 Departmental Reinstatement List if both of the following conditions exist:

1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) working days of the effective date of the reassignment; and
2. If the new work location is more than 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 County for which the employee may qualify.

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

B. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred first to departments requesting recruitments for all other classifications within SEIU bargaining units.

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

### Section 5. Departmental Reinstatement List

A. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under

subsection (c) above, shall be placed on Departmental Reinstatement Lists for all classifications of a currently equal or lower salary range in which the employee ever held regular status, provided the department is allocated any positions of such classification.

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

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

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

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

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

## Section 6. 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. Departments may elect to recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than thirty (30) days and not to exceed four hundred eighty (480) full-time hours within a six (6) 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 four hundred eighty (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 District, classification, and date of hire.

## ARTICLE 17

### DRESS CODES AND UNIFORM ALLOWANCES

The Union shall have the right to bring up Dress Codes and Uniform Allowances to the Labor Management committee or General Manager/Parks Director as issues arise. Effective the signing of this Agreement, an employee must be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of this Article.

Dress codes and uniform allowances that were in effect as of July 1, 2009, shall continue in effect for the term of this MOU unless otherwise negotiated.

During the term of this MOU, the parties agree to meet and confer in good faith pursuant to Government Code 3500 et. seq. on proposed dress codes and uniform allowances for County Districts where no such codes or allowances currently exist or for County Districts seeking to modify existing codes or allowances.

#### Section 1. Uniform Allowances

A. Uniforms. Employees holding regular positions in the Parks District in the following classifications will be provided uniforms, so long as they are required to wear

uniforms in the performance of their duties:

<u>Classification</u>	<u>Annual Allowance</u>
<u>General Unit</u>	
Park Ranger I	\$350
Park Ranger II	\$350
Senior Park Ranger	\$350
Park Attendant	\$350
Park Maintenance Worker	\$350
Maintenance Carpenter	\$350
Grounds Worker	\$350
Park Interpreter	\$350
<u>Supervisory Unit</u>	
Park Maintenance Supervisor	\$350
Area Park Manager	\$350
Interpretive Services Supervisor	\$350
Park Ranger Supervisor	\$350
Natural Resource Specialist	\$350

Initial Issue of Uniforms

For newly hired employees, the initial issue of four (4) shirts, four (4) pants, one (1) jacket with liner, hat (baseball type only), name badge and, when needed, rain gear shall be approved by the Park District.

Annual Uniform Allowance

After one (1) year of continuous service with the District and annually thereafter, each employee in the above listed classes will be entitled to reimbursement cost up to \$350.00 for the replacement of the initial issue of shirts, pants, jacket and hat.

Uniforms damaged in the line of duty, as determined by the General Manager or a designee, may be replaced by turning in the damaged articles. All uniforms purchased by the District will be returned by the employee upon termination.

The Assistant Parks Director, will maintain a current listing of approved sources of uniforms. Administration will maintain a record of the initial issue of uniforms.

ARTICLE 18  
VOLUNTARY TIME-BANK

Section 1. Any District considering establishing a Time-Bank for its eligible employees shall follow the guidelines below:

A. Definition of eligible employees.

Only employees in budgeted ("Regular") positions 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 completely and totally incapacitate the employee for at least two (2) weeks and which creates a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted. 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 registered 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 (2) 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 General Manager/Parks Director, upon concurrence from the Human Resources Director, may request establishment of a Time-Bank for an employee within the District who is suffering a financial hardship due to a catastrophic illness or injury.
2. When the General Manager/Parks Director has determined that an employee would benefit from the establishment of a Time-Bank, the General Manager/Parks Director 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 General Manager/Parks Director 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 (1) or more donors.

4. The Time-Bank will be operated by the Human Resources Department. The General Manager/Parks Director 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 eight (8) hours or more and drawn from one (1) 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 one hundred sixty-eight (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 whom 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 (1) catastrophic illness.

F. Steps to be taken by the District to establish a Time-Bank program.

A General Manager/Parks Director who decides that the 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 qualification, 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 General Manager/Parks Director 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 MOU subject to reopener should it be determined by the County that such use is abused or it is an administrative problem.

Section 3. SMALL POX VACCINATIONS: VOLUNTEER TIME BANK

The County agrees to establish a small pox volunteer sick leave time bank to accommodate employees who may have a need to use sick leave time off due to receipt of the small pox vaccine. The time bank will contain a total of three (3) days of sick leave per employee voluntarily receiving the small pox vaccine. In the event an employee requires time off beyond the projected one (1) to three (3) days, the County will provide Worker's Compensation Temporary Disability, in accordance with State law, for the duration of the incapacity.

ARTICLE 19  
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 and proof of receipt of the notice of determination to the employee.

2. The employee shall submit a written request for review within ten (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 makes its final

determination. The final copy of the Accident Review Committee's determination will be sent to the employee's District 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 District and the employee.

E. The County 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 County. 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 County uses upon which it bases its initial determination.

## ARTICLE 20 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 MOU by reference.

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

## ARTICLE 21 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 MOU by reference.

ARTICLE 22  
BENEFIT PROGRAMS

Section 1. Flexible Benefit Contributions

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

1. Employees participating in a County sponsored health care plan shall receive:

\$635.40 per month (\$317.70 per biweek for twenty-four (24) biweeks/year).

2. Employees not participating in a County sponsored health care plan shall receive:

\$465.00 per month (\$232.50 per biweek for twenty-four (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 (1) 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 (60) 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 twenty (20) to twenty-nine (29) hours per week, fifty percent (50%) of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee.

Employees working thirty (30) to thirty-nine (39) hours per week, seventy-five percent (75%) of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee. Registered Nurses and Licensed Vocational Nurses who are working a twelve (12) hour shift pattern and average seventy-two (72) regular hours in a pay period will receive 100% 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.

The County shall contribute twenty-five dollars (\$25.00) per month, on behalf of each eligible retiree and such employee's and retiree dependents enrolled in one (1) of Riverside County medical and hospital plans, toward the payment of premiums for health insurance.

## Section 2. Insurance

A. Optical Insurance. The County agrees to provide an optical plan as an option under the County's flex benefit plan (cafeteria plan). 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 MOU). An employee's option for optical insurance only does not qualify the employee for cash back.

B. Life Insurance. The County shall provide basic life insurance, not to exceed one times (1x) annual salary to a maximum of fifty thousand dollars (\$50,000), to all employees covered under this MOU. Employees may also purchase supplement life insurance at the employee's cost with proof of insurability when applicable.

### Section 3. Other Benefits

A. Flexible Spending Accounts (FSA). The County agrees to provide Flexible Spending Accounts as an option under the County's flex benefit plan (cafeteria plan). Participation is voluntary for eligible employees and paid by employee contributions.

B. Short-Term Disability (STD). The County agrees to provide a STD plan to eligible employees except the Supervisory Unit. The County shall pay for the STD benefit.

C. Long-Term Disability (LTD). The County agrees to provide an LTD plan to eligible Supervisory Unit employees. The County shall pay for the LTD benefit.

D. Post Employment Program. The County shall provide a Post-Employment Program wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit.

E. Workers' Compensation. Workers' Compensation benefits are provided in accordance with the California Labor Code. The County expands these benefits to include full salary for the first ten (10) calendar days of absence and use of accrued leave time thereafter to make up the difference between temporary disability and full salary.

### Section 4. Partial Benefit Nurse

A registered nurse in the RN-PB classifications shall not be eligible for any flexible benefit contributions nor any other benefits outlined in this MOU except CalPERS retirement, Social Security, Medicare, and disability.

### ARTICLE 23 AGENCY SHOP

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

Subject to the provisions set forth below, the County 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 MOU. Employees who are hired on or after the effective date of this MOU, and are in a job classification within a representation unit of SEIU covered by this MOU, the County, 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 MOU, become a member of SEIU or, pursuant to the provisions of Government Code 3508.5(b) the County shall automatically deduct the payment of service fees to SEIU from the employee's biweekly paycheck.

Dues withheld by the County 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 MOU 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 County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws.

The County 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 County 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 County of Riverside 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 County of Riverside 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 County 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 MOU.

The County, 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 County, shall immediately pay to such employee all sums owing under such order and judgment.

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

ARTICLE 24  
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 MOU. 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 County.

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 County harmless from any and all claims, demands, suits or any other action arising from these maintenance of membership provisions.



ARTICLE 25  
SEIU PENSION

Subject to meeting the conditions set forth below, the County shall make a biweekly contribution to the SEIU National Industry Pension Fund equal to ten cents (\$0.10) per hour for all hours worked on behalf of those Regular employees covered under the provisions of this agreement. The County agrees to be bound by and comply with the Appendix to the Collective Bargaining Agreement between SEIU Local 721 and the County of Riverside to which it is signatory, and any amendments thereto; provided, however, that SEIU, Local 721, the Fund, and all members, agents employees, representatives or other parties empowered to act on their behalf shall indemnify and hold the County 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 County.
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 one hundred percent (100%) of the County salary received by him/her prior to retirement. In the event such combined salary exceeds this one hundred percent (100%) limit, SEIU agrees to reduce the SEIU retirement benefit for the affected employee to a level that will assure that the one hundred percent (100%) requirement is met.
3. Inasmuch as the SEIU Defined Benefit Plan is administered by SEIU and not the County of Riverside, the County 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 ten cents (\$0.10) per hour negotiated by the parties will be applied to a County sponsored 401(a) plan.

ARTICLE 26  
SEPARABILITY

It is understood and agreed that this MOU 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 MOU 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 MOU shall not be affected thereby and shall remain in full force and effect.

ARTICLE 27  
JOINT LABOR/MANAGEMENT COMMITTEE

Labor-Management work groups are tools to help improve the workplace. Labor-Management groups can help resolve problems and/or develop innovative strategies to produce work more efficiently, save the County money, or improve public services.

The County should recognize that its greatest asset is its human resources and that each individual has the potential to strengthen and change the organization both individually and collectively. Labor-Management work groups can be the catalyst for implementing and identifying lasting ways to improve organizational effectiveness by utilizing the County's human resource asset.

Both Parties must recognize that cooperation, problem solving, and long range planning are in the self-interest of their respective organizations and the public they serve.

- The County and SEIU agree to have Labor-Management meetings on an ad hoc basis to address workplace issues as they arise.

ARTICLE 28  
ASSIGNING PARKS DISTRICT EMPLOYEE TO  
RESIDE IN DISTRICT OWNED RESIDENCES

The following general criteria shall be applied:

- A. What are the needs of the District and County?
- B. What job skills are needed at the specific location?
- C. Does employee desire to live in particular housing in question?
- D. What is employee's family size in relation to offered housing?
- E. Has employee previously resided in District owned housing?
- F. Nature and character of employee's employment record with the District.
- G. Employee to sign an agreement to rent or lease.

## POSSESSORY INTEREST TAX

Possessory interests are created when a right to possession or exclusive use of land or improvements owned by a non-taxable agency (County, in this case) is granted to a private party (District employee, in this case). Possessory interest tax is based on the amount of property occupied by resident as determined by the County Assessor's Office. For Planning purposes only: The possessory interest tax on a District owned residence in a County park occupied by a County Parks District employee with a fair-market rental value of \$500 per month could be \$150 per year. Possessory interest tax is assessed and paid annually.

## UTILITY CHARGES

The District shall meter utilities (i.e. gas and/or electric) and charge employees for utilities used at the actual rate and amount. These charges shall commence immediately for those residences that have basic weather insulation and meters. Insulation needed shall be determined by the District. No utilities shall be charged employees until meters have been installed and basic weather insulation of the housing has been installed where applicable. If extreme costs are encountered to meter a housing unit, the District reserves the right to reopen discussions on the matter at any time. Employee will be responsible for any phone charges. In cases where the District requires phone hook-ups, the District will pay such charge.

## TERMINATING DISTRICT-OWNED EMPLOYEE OCCUPIED HOUSING AGREEMENTS

The following criteria shall be applied:

- A. Employee is transferred to another work location.
- B. Employee terminates employment with the District.
- C. Employee does not maintain the negotiated lease agreement.
- D. Employee fails to pay rent, possessory interest tax and utilities.
- E. Employee fails to correct any undesirable actions or behavior of the employee and/or their dependents after receipt of formal notification from their supervisor to do so.

Employees who are requested to vacate District-owned housing for any of the above reasons must do so within 30 days of receipt of official request to do so.

In accordance with the MOU dated March 23, 1990, the rent for employee-occupied housing for the period commencing May 1, 1997, shall be 100%.

## ARTICLE 29 COMPENSATION

### Section 1. General Wage Increases

There shall be no general wage increases (COLAs) for the duration of the MOU.

### Section 2. Recruiting/Retention Issues

The County and the Union agree to meet and consult on recruiting/retention issues for classifications as they arise.

### Section 3. Deferred Compensation

Available to employees to make voluntary pre-tax contributions through County approved vendors up to applicable IRS and Plan limits. 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 (1) calendar year in accordance with the County's approved Deferred Compensation Plan.

## ARTICLE 30 PARITY STUDIES

Parity issues can be discussed in the appropriate labor-management committee meetings; however, the actual parity studies will be suspended for the duration of the MOU.

## ARTICLE 31 UNION RIGHTS

Section 1. Bulletin Boards: Space will be made available to SEIU on a reasonable number of District 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 SEIU. The posting and removal of bulletin board material must be maintained in a timely fashion. The County, 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 (1) separate payroll deduction code for insurance related deductions.

Section 3. WorkforceExchange: workforceExchange 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 County 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: The County agrees to release SEIU represented employees for Union related education and training activities not to exceed an aggregate total of twenty (20) minutes per represented employee per calendar year (Cost \$39,922). 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/District, 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.

At RCRMC SEIU may elect or appoint five (5) stewards as follows: two (2) at the main campus, one (1) at the Arlington Campus, and two (2) at Detention Health. At DPSS SEIU may elect or appoint eight (8) stewards as follows: three (3) in south County, three (3) in mid-County, and two (2) in the desert.

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/district with the power to bind SEIU in all matters pertaining to this MOU. 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 MOU. A Steward is permitted to represent SEIU in grievances, administrative interviews, or Skelly hearings, consistent with the representational rights granted by the *Meyers-Millas-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 District. To obtain permission the Steward shall identify: a) the specific reason for requesting permission, b) the employee(s) to be represented, and c) 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 below, 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.

Section 8 New Employee Orientation:

SEIU will be allowed to participate and present during new employee orientation.

Section 9 SEIU Training Fund:

The County will contribute one cent (\$0.01) per hour, for employees covered under the provisions of this MOU, for all regular hours compensated, to be allocated to the SEIU, Local 721 Training Fund.

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

Section 10 Release Time for Representatives.

Up to eight (8) County employees, who are authorized representatives of SEIU Local 721, shall be entitled to be released on one (1) regularly scheduled shift per month for the purpose of traveling to and attending the monthly meeting. Any hours used to attend such meetings which are in excess of those provided under the provisions of this section shall be taken without pay or charged against the appropriate representative's paid leave banks.

SEIU agrees to provide the County with a minimum of two (2) month's advance notice for release time under this provision.

It is not the intent of this provision to create any additional overtime obligations to the County.

ARTICLE 32  
BOARD POLICY C-29 – POLL WORKERS

The Board of 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.

ARTICLE 33  
FURLOUGH PROGRAM

Section 1. Scope and Implementation

The mandatory furlough will be effective August 13, 2009, and may be terminated at any time by the County Executive Officer. The mandatory furlough is applicable to all bargaining unit employees.

Section 2. Mandatory Furloughs

SEIU, Local 721 represented members agree to participate in the County's mandatory furlough program in an amount equal to no more than two hundred eight (208) hours per fiscal year (to be taken at the rate of nine (9) hours per pay period unless the employee requests to take additional hours within that same pay period). Such increments will be approved by the employee's supervisor and such approval shall not be unreasonably denied. The mandatory furlough shall be scheduled by the General Manager/Parks Director or designee in accordance with the operational needs

of the District. Part-time employees shall furlough on a pro-rata basis.

### Section 3. Voluntary Furloughs

Employees will be permitted to take additional voluntary furlough time beyond the mandatory furlough required herein in accordance with Board of Supervisors Policy C-31. As indicated in Policy C-31, supervisors and managers are encouraged to approve these requests unless operational needs preclude them from doing so. However, voluntary furloughs will not be granted if they will result in the need for another employee to work overtime to perform the duties that would otherwise be completed by the furloughed employee or otherwise result in net loss of County revenue. Employees who have taken voluntary furloughs may apply the accumulated hours toward their required mandatory furlough hours.

Employees that have participated in voluntary furloughs shall be credited for all hours taken in the previous years, prior to the implementation, to reduce their total annual mandatory furlough requirement.

### Section 4. Restrictions

No annual leave, vacation, extra vacation, sick leave, overtime, compensatory time off, or other banked leave may be used to offset mandatory furlough time.

Except in cases of emergency, employees may not perform County work while on a mandatory furlough or work additional hours during the workweek in which the mandatory furlough falls to make up for the mandatory furlough time.

Supervisors may not direct employees to work and employees are not to perform work for the County on their own during the period of mandatory furlough.

### Section 5. Retirement

Employees who submit a letter of intent to retire from the County during any fiscal year in which mandatory furloughs have been authorized will still be required to furlough but may use any banked leave, except sick leave, to receive payment for their mandatory furlough hours. None of these leave hours paid for this purpose will be considered in determining eligibility for overtime.

Should any employee who submits such notice not retire during the fiscal year identified in the letter of intent then an additional amount of paid leave equal to the amount of paid leave that was used to cover the mandatory furlough during that fiscal year will be deducted from the employee's leave balances at the end of the fiscal year. In the event the employee has insufficient leave to cover this deduction then the amount will be deducted from the employee's leave accruals in the following fiscal year(s) or from the employee's final paycheck should the employee fail to restore the leave balances prior to his/her departure from the County.

### Section 6. Holidays

Mandatory furlough hours taken before or after a paid holiday will not affect payment for the holiday unless the employee specifically requests to voluntarily furlough

the holiday as well. Additionally an employee, subject to District approval, may take mandatory furlough hours adjacent to other forms of paid leave.

### Section 7. Benefits

Employees subject to mandatory furlough will be allowed to maintain the same level of County contributions for flexible credit allowance, as well as continuation of their other employee benefit plans. They will retain their work status for benefit purposes. Mandatory furlough hours will have no effect on the following benefits:

- Flexible benefit allowance
- Medical/dental/vision/life insurance eligibility and coverage
- Rate of differential and premium pay that is included in the compensation base for pension calculation, except to the extent that they are based on the actual number of hours worked. This includes bilingual pay, shift differentials, etc.

Mandatory furlough hours will not cause a break in service or a reduction in employees' service credit for the purposes of seniority, probationary period, or anniversary date/merit salary adjustment.

Mandatory furlough participants who are required to take a block of time off in excess of a full pay period will be protected from losing their service credits and flexible benefit credits for the relevant pay period(s), as well as their leave accrual for the relevant pay period(s). However, employees will need to arrange payment of the normal required employee contributions for benefit plans during the relevant pay period(s).

### Section 8. Military Leave

Employees on paid military leave will not be scheduled for mandatory furloughs during such leave but will participate in the mandatory furlough at all other times during the fiscal year.

### Section 9. Payroll Issues

A special time entry code will be established to capture all mandatory furlough hours taken off, and to facilitate continuation of seniority, health and retirement benefit accruals, contributions, and payments. Employer taxes and withholdings will be calculated based on the actual hours worked and benefits received.

Participation in the mandatory furlough will reduce the employee's immediate take home pay. In scheduling mandatory furlough times the General Manager/Parks Director or designee should attempt to ensure that employees will continue to receive adequate wages to cover their normal payroll deductions (e.g., tax withholdings, deferred compensation contributions, SEIU dues, life insurance, etc.).

### Section 10. Workload

The County acknowledges and recognizes that as a result of the mandatory furlough less work may be performed and that certain delays and/or reductions in



service may result. Work expectations shall be commensurate with the reduced schedule.

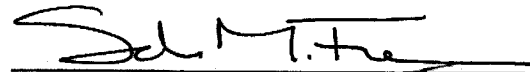
ARTICLE 34  
FAIRNESS AGREEMENT


The County and SEIU, Local 721 agree that employees in the represented bargaining units shall participate in reductions (i.e. furlough program and suspension of step increases), at the levels negotiated only as long as other represented, non-represented and management County employees are required to accept reductions to pay, benefits, hours, etc. as mandated, negotiated or implemented.

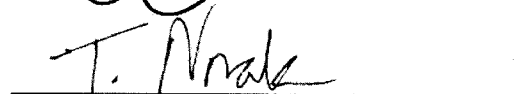
If any other represented, non-represented or management employees are given back any portion of their reductions to pay, benefits, hours, etc. as mandated, negotiated or implemented, then SEIU, Local 721 represented employees will also be given back that same percentage of pay, benefits, hours, etc. starting on the same date(s) as the other groups and thereafter.

FOR THE COUNTY OF RIVERSIDE

  
Brande Schaefer-Hune

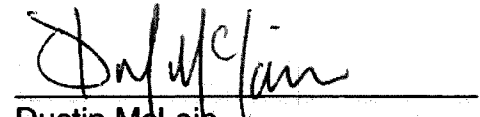
  
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