

9666



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

FROM: Human Resources Department

SUBMITTAL DATE:
May 21, 2012

SUBJECT: Approval of the final 2010 – 2012 Memorandum of Understanding with Laborers' International Union of North America, Local 777.

RECOMMENDED MOTION: That the Board of Supervisors approve the July 15, 2010 through June 30, 2012, Memorandum of Understanding (MOU) between Laborers' International Union of North America, Local 777 (LIUNA) and the County of Riverside (Attachment "A").

BACKGROUND: On August 10, 2010, the Board approved the Tentative Agreement for a twenty-three (23) month MOU, covering July 15, 2010 through June 30, 2012. As part of the agreement the parties agreed to set up a subcommittee to cooperate in the non-substantive cleanup of the MOU pertaining to language, spelling, grammar, and formatting following the approval/ratification of the successor MOU. The attached document incorporates the Tentative Agreement, previously approved, as well as non-substantive language to which both parties agreed and will be the basis for the successor MOU. On March 13, 2012, Agenda Item 3.31, the Board approved the Tentative Agreement for a new successor agreement for forty eight (48) months, covering July 1, 2012 through June 30, 2016. A cooperative effort between LIUNA and Human Resources is currently underway to complete the successor MOU and we will return to the Board for approval once that process is complete.

Barbara A. Olivier
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	

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

C.E.O. RECOMMENDATION: APPROVE

BY: 
Elizabeth J. Olson

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

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

Prev. Agn. Ref.: 08/10/10; 3.48 | District: ALL | Agenda Number:

3.38

MEMORANDUM OF UNDERSTANDING
2010 - 2012

COUNTY OF RIVERSIDE

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 777

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DEFINITIONS

ADA shall mean the Americans with Disability Act of 1990

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

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

Employees The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to "regular" or "seasonal" employees 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).

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

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

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

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

Pay period means 14 calendar days and refers to the period for computing compensation due for all normal working shifts ending during that period.

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

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

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

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

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

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

Regular employee means a holder of a regular position.

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

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

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

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

Working day means each day on which an employee performs a normal working shift, and including holidays as specified herein which fall on days of their normal working shift. It does not include Saturday or Sunday, or equivalent normal days off for persons regularly employed on other than the usual working week basis of Monday through Friday.

SUMMARY OF BENEFITS

This summary of benefits is for general information only. Details pertaining to these benefits can be found in the individual Articles of this Memorandum of Understanding between Riverside County and the Laborers' International Union of North America, Local 777, (LIUNA). Should any conflict arise between this Summary and the Articles, the Articles shall take precedence.

MEDICAL INSURANCE Effective the pay period beginning November 9, 2006 (pay date of 12/6/06), the County's Flex Contribution shall increase by \$22.46 per employee per month to \$590.46 per month (\$295.23/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

Effective the pay period beginning November 8, 2007 (pay date of 12/5/07), the County's Flex Contribution shall increase by \$22.46 per employee per month to \$612.92 per month (\$306.46/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

Effective the pay period beginning November 6, 2008 (pay date of 12/3/08), the County's Flex Contribution shall increase by \$22.48 per employee per month to \$635.40 per month (\$317.70/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

Effective the pay period beginning November 5, 2009 (pay date of 12/2/09), the County's Flex Contribution shall increase by \$22.48 per employee per month to \$657.88 per month (\$328.94/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

OPTICAL INSURANCE (Inclusion in County Flex Benefit Plan) 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 employee's contributions (no additional County contribution shall be made for this benefit in this existing County flex benefit contribution).

PRORATED HEALTH INSURANCE CONTRIBUTION The County will pay health insurance contribution for part-time regular employees on the following basis:

Employees working 20 to 29 hours per week - 50% of the County's maximum contribution for full-time regular employees per month per employee for major medical coverage.

Employees working 30 to 39 hours per week - 75% of the County's maximum contribution for full-time regular employees per month per employee for major medical coverage.

VACATION

0-3 years: 80 hours; 4-9 years: 120 hours; over 9 years: 160 hours. May accumulate up to 480 hours.

HOLIDAYS

Normally 12 per year.

HOLIDAYS WORKED

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

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

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.

Special Provisions: Any employee in the class of Sheriff's 911 Communications Officer, Public Safety Communications Officer, Fingerprint Examiner, Forensic Technician, Sheriff's Service Officer, and Community Services Officer whose regularly scheduled working day falls on a paid holiday, and who actually works on that holiday, shall be entitled to not more than 12 hours of compensation at the rate of one and one-half (1-1/2) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked. Accumulated holiday credit earned at the expiration of each prescribed pay period, upon election of the employee, may be accumulated to their accumulated holiday credit or be paid to the employee by County Warrant.

RETIREMENT

Public Employees Retirement System (PERS) "MISCELLANEOUS" status: Effective July 11, 2002, 3%@60 per Section 21354.3 of the Public Employees Retirement Law. County to pay the 1% additional cost of 3%@60 for persons employed on or before July 11, 2002. Those employed after July 11, 2002, shall pay the additional 1% for the first five years of employment. New employees pay the employee contribution for the first five years.

SHIFT
DIFFERENTIAL

See Article IV, Workweek, Overtime and Premium Pay, Page 15

INCONVENIENCE
DIFFERENTIAL

See Article IV, Workweek, Overtime and Premium Pay, Page 18

OVERTIME

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

See Article IV, Workweek, Overtime and Premium Pay, Page 15

STAND-BY PAY

See Article IV, Workweek, Overtime and Premium Pay, Page 15

CALL BACK PAY

Minimum of two hours' pay. (Does not apply to classes listed in Appendix I of Ordinance #440).

DEFERRED
COMPENSATION

Available to employees through Nationwide Retirement Solutions (www.nrsretire.com) and Variable Annuity Life Insurance Company (VALIC) (www.valic.com).

UNIFORMS

See Article XXIII, Page 66. All employees receiving uniforms shall have the value of said uniform(s) reported to PERS.

CLEANING
ALLOWANCE

See Article, XXIII, Uniforms, Page 68

TOOLS
REIMBURSEMENT

Employees in certain classes may be reimbursed up to \$10,000 each incident for the fair market value of tools stolen in excess of \$100 from locked storage areas, provided there is proper identification and reporting.

SICK LEAVE
ACCRUAL

4 hours per pay period with unlimited accumulation.

SICK LEAVE PAYOFF

50% of accrued hours, to maximum of 960 hours (100% of accrued hours, to a maximum of 960 hours after 15 years of service), upon retirement, disability retirement, or death after a minimum of 5 years service.

WORKERS' COMP.

Workers' Compensation benefits are provided in accordance with the California Labor Code. The County expands these benefits to include full salary for the first 21 calendar days of absence and use of accrued leave time thereafter to make up the difference between temporary disability and full salary.

SHORT TERM
DISABILITY

Paid by County through Voluntary Plan of America. Not State Disability; County does not pay into State Disability.

POST-EMPLOYMENT
SPECIAL PAY/VEBA
PLAN

Post Employment Health Savings Plan Voluntary Employee's Beneficiary Association (VEBA) -

- A. Effective Date The plan is effective on January 1, 2007 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 plan participants if they have five or more years of County of Riverside service, and who at the time of retirement (as defined by the agreement between County of Riverside and CALPERS) are employed in a collective bargaining unit whose agreement provides for participation in the plan.
- C. Plan Benefits Participants will have a mandatory contribution made to the VEBA for qualifying leave balances as soon as administratively possible upon retirement. Qualifying leave balances include vacation, extra vacation, annual leave, and sick leave accruals, subject specific criteria.

WASTE MANAGEMENT

For provisions specific to Waste Management, please refer to Article IV, Article VI, and Article XXIV.

ARTICLE I
TERM

Section 1. Term. This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Laborers' International Union of North America, Local 777, (hereinafter referred to as LIUNA) as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This Memorandum of Understanding is in effect from July 1, 2010, to midnight, June 30, 2012. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the County's Board of Supervisors.

Section 2. Successor Agreement. In the event LIUNA desires to negotiate a successor Memorandum of Understanding, LIUNA shall serve on the County during the period of one hundred twenty (120) days to ninety (90) days prior to the expiration of the current MOU, its full and written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding.

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

ARTICLE II
RECOGNITION

This Memorandum of Understanding shall apply only to persons employed as Regular full-time, Regular part-time, or Seasonal employees in classifications (as reflected in Appendix A) within the following bargaining units:

- A. Inspection & Technical
- B. Supporting Services
- C. Trades, Crafts, and Labor

The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to "regular" or "seasonal" employees 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 III
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

Except as modified herein or as otherwise required by law, existing wages, hours

and other terms and conditions of employment set forth in the County Salary Ordinance and related resolutions and regulations shall continue in effect. The terms used in this Memorandum shall have the same meaning as like terms used in the County Salary Ordinance and related resolutions and regulations.

- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify LIUNA 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-Milius-Brown Act, and where LIUNA 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 LIUNA of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

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

- C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County's Board of Supervisors.

ARTICLE IV
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

Work-Period The normal work period shall be ten (10) working days of eight (8) hours each. A Department Head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different bi-weekly work period of 80 hours after giving a one pay period written notice to the representative, if any, of the employees affected.

- A. LIUNA agrees that the County shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule assignments during the remaining term of this agreement.

Section 2. Overtime

- A. Overtime Work Defined Overtime work is authorized work in excess of the maximum hours of the established FLSA work week or work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status. It does not include regularly scheduled work on a paid holiday.
- B. Overtime Provisions of the Fair Labor Standards Act Except as set out in paragraph C below, employees in classifications that are not exempt from the Fair Labor Standards Act (herein referred to as "FLSA") shall be compensated for overtime consistent with the Act. The Human Resources Director and County Counsel shall determine which classes of positions are exempt from the FLSA.

Exceptions:

1. Work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status shall be paid at one and one-half times the employee's regular rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA;
 2. Work performed that qualifies for double time as outlined at Section 3(c) below, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA; and
 3. Notwithstanding the above, if an overtime assignment would not result in any premium rate, the employee shall be permitted to refuse the overtime assignment.
 4. All LIUNA represented employees assigned to the Sheriff's Department and Public Safety Communication Officer: If as a result of staffing shortages, employees in this classification are required to work a regular, pre-scheduled overtime shift, or shift extension, they shall be paid at one and one-half their regular rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA. The intent of this provision is to compensate overtime for employees working over their regularly scheduled hours on an individual work day.
 5. The Fire Department employees shall be paid for all overtime worked and will not be allowed overtime hours as compensatory time worked.
- C. Authorization for Overtime Work Performance of overtime work may be authorized by the Board of Supervisors or by the Department Head or a designated subordinate. It shall not exceed 16 hours in any work period for any employee without prior approval of the County Executive Officer, except in case of public

emergency or calamity or immediate hazard to life or property.

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

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

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

- 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. 1. 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 (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, if authorized by the County Executive Officer in advance, shall be currently paid for.

- F. 2. Overtime Compensation for Fingerprint Examiners, Forensic Technicians, Community Services Officer and Sheriff's Service Officer Any Fingerprint Examiner I, II and III, Forensic Technician I, II and III, Community Services Officer I and II, and Sheriff's Service Officers I and II shall be entitled to overtime compensation in the following manner:

1. Overtime worked in accordance with Sections A and B of this article shall be compensated in either paid time or compensatory time off.
2. Prior to the expiration of any prescribed pay period in which any such overtime has been worked, the Department Head, or a designee, may

require the employee to utilize such earned compensatory time off benefits in increments of one or more shifts. No such action may be taken by the Department Head unless the employee has been so notified prior to the termination of the previous working shift.

3. At the expiration of each prescribed pay period, any such compensatory time off benefits that have not been utilized shall be accumulated in his/her compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the Department Head or a designee.
4. Accumulated overtime credit in the "overtime bank" shall be retained until the "overtime bank" has been exhausted as provided for in Section 2F(1).

F.3. Compensation Time Payment for Anesthesiology Technicians, Orthopedic Technicians, and Nursing Assistants Any Anesthesiology Technician, Orthopedic Technician, or Lead Anesthesiology Technician, working for the Riverside County Regional Medical Center or Mental Health Inpatient Treatment Facility and any Nursing Assistant who is a member of the Inspection and Technical Unit who has at the expiration of each prescribed pay period, any compensatory time off benefits that have not been utilized, shall be paid for such compensatory time by County Warrant, or the employee may elect to accumulate their compensatory time off benefits up to a maximum of 120 hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the Department Head or a designee.

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 a man-made or natural disaster affecting any portion of the County of Riverside, and notwithstanding any other provision of this Memorandum, the following provisions shall apply:

1. Any Officer, in order to perform the work of the department or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of their employment.
2. For the same purpose, any Officer may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.
3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be

employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this Memorandum who fails to so report shall be deemed absent without authority and shall not be paid during such absence.

4. The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half times the hourly rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

Section 3. Premium Pay

- A. Standby Professional Call Duty When placed by the Department Head specifically on standby or professional call duty, an employee otherwise off duty shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. Said compensation shall be in addition to said employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.
- B. Minimum Overtime on Call-Back Except as hereinafter otherwise provided, an employee called back to work to meet an emergency on an overtime basis, whether or not he is in a standby or professional call duty status, shall receive minimum credit for two hours' work.

Any Nursing Assistant working for the Riverside County Regional Medical Center or Mental Health Inpatient Treatment Facility shall be entitled to a minimum credit of two hours work. Said compensation would be as an additional sum added to said employees pay and not as a credit towards compensatory time off.

- C. Double Time Employees in the following classifications shall be eligible to receive overtime credit at two times such actual hours for authorized overtime subject to the qualifying factors set out below.

Classification:

Qualifying Factors:

1. Working at an RCRMC campus, Public Health, or Detention Health facility:
 - Anesthesiology Technician
 - Lead Anesthesiology Technician
 - Medical Unit Clerk
 - Orthopedic Technician
 - Certified Nursing Assistant
 - Health Services Assistant
 - Telemetry Technicians
 - Certified Medical Assistant
- all hours worked on an extra weekend shift

A "weekend shift" for the purposes of this section means a shift starting on or after 3:00 p.m. Friday and ending on or before 7:30 a.m. Monday. An "extra" weekend shift means a weekend shift actually worked in addition to the required weekend shifts that were actually worked in the pay period. To qualify for double time on an extra weekend shift employees must have also actually worked their regular schedule that week.

All classifications listed above as eligible for double time on an extra weekend shift are required - unless specifically excluded by the Department Head - to work two non-premium weekend shifts during the bi-weekly pay period. An extra weekend shift for any employee exempted, in whole or in part, from the mandatory weekend requirement by the Department Head is a weekend shift in addition to his/her normal schedule as established by the Department Head, provided that the employee actually worked his/her normal schedule that week.

D. Shift Differential

1. Applicability of Shift Differentials Shift differentials do not apply to vacation, sick leave, holiday pay, professional call or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Employees who work 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 County employees whose classes are not specifically mentioned in other sections of this Memorandum who work between the hours of 3:00 p.m. and 11:00 p.m. shall be paid a night differential of 0.60¢ per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.
3. Night Shift County employees whose classes are not specifically mentioned in other sections of this Memorandum who work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of \$1.20 per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.
4. Employees working in the classification of Angiography Technician shall be paid a shift differential of:
 - a. 0.75¢ per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.; and
 - b. \$1.30 per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.
5. Employees working for Riverside County Regional Medical Center in a Nursing Assistant classification who work on a scheduled or unscheduled basis, including overtime, between the hours of:
 - a. 3:00 p.m. and 11:30 p.m. shall be paid an evening differential of 0.60¢ per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.;

- b. 11:00 p.m. and 7:30 a.m. shall be paid a night differential of \$1.20 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

Nursing Assistants who work outpatient clinic at Riverside County Regional Medical Center shall be paid differential rates set forth in (a) and (b) above only for the hours actually worked between the hours of 5:00 p.m. and 7:00 a.m.

- 6. Classes not eligible for shift differentials Employees in positions of all the following classes shall not be paid a night differential:

Bail Clerk

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 requires use of a second language at least five (5) times per week or once per day.

Skill Levels

Definitions of Skill Levels:

Level 1: Basic Oral Communication - Employees at this level perform bilingual translation

Level 2: Task Completion - Employees at this level perform bilingual translation as well as written translation.

Level 3: Written translation, and medical and legal interpretation - Employees at this level perform complex verbal and written translation.

Compensation

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

Level 1: \$40 per pay period (0.50¢ per hour)

Level 2: \$60 per pay period (0.75¢ per hour)

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

Testing Administration

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

Level 1: Basic oral/reading test
Level 2: Written
Level 3: Complex Level Written

Level 1: Administered by Human Resources Testing Center
Level 2: Administered by Human Resources Testing Center
Level 3: Administered by Human Resources Testing Center

Plan Implementation

The Bilingual Pay Program, once approved by the Board of Supervisors, will be administered by Human Resources.

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

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

Payments for employees will be pro-rated based on the hours worked. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.

- F. Inconvenience Differential. Each employee of the Transportation Land Management Agency, Transportation Department, assigned to a traveling crew while its work headquarters is temporarily at the Blythe or Thermal Road Yard, and whose normal residence is in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters, shall receive \$12.00 for each pay period in addition to their regular compensation. Any employee whose regularly assigned headquarters are in the Blythe or Thermal Road Yard shall be entitled to the same inconvenience differential at the same rate and conditions. Eligibility for such additional pay shall be determined by the Road Commissioner with the concurrence of the Human Resources Director, unless the Board of Supervisors shall otherwise provide by resolution.
- G. Female Prisoner Search and Meal Assignments An employee working for the Sheriff's Department in the classifications of Office Assistant I, Office Assistant II and Office Assistant III shall be compensated at the rate of 0.25¢ per hour when assigned and the employee agrees to assume such assignments as perform female prison searches and serve meals to female prisoners in the absence of a female deputy or correction personnel. Such assignments must be authorized or verified

by the Department Head or designee in writing. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

When such assignments are no longer needed or the employee is not required to perform these functions, the Department Head shall terminate the special compensation.

H. Public Safety Communications Officers (PSCOs)

1. Differentials:

- a. A Public Safety Communications Officer or Sheriff 911 Communication Officer shall receive a two (2) step increase (approximately 5.5%) at the start of the next pay period following the presentation of proof by the employee that he/she has successfully been released from Public Safety Answering Point (PSAP) and radio training.
- b. A Public Safety Communications Officer or Sheriff 911 Communication Officer who is being compensated at less than Step 11 shall receive a one step increase (approximately 2.75%) at the start of the next pay period following the employee's presentation of proof that he/she has qualified for and received a Commission on POST Public Safety Dispatcher's Certificate.
- c. A Public Safety Communications Officer or Sheriff 911 Communication Officer who is being compensated at less than Step 11, and has been selected and trained as a trainer, shall receive a one step increase (approximately 2.75%) at the start of the next pay period following the successful completion of such training. Such employee shall also receive 0.50¢ cents per hour worked for each hour in which he/she is actually engaged in training other PSCOs or 911 Communication Officers. This provision will be implemented after meeting and conferring with LIUNA on a selection standard.
- d. The salary increases provided above shall be in addition to those step advances provided under Article V, Section 1 (E) and (F) of the 1997 – 2000 Memorandum of Understanding between the parties. It is not the intent of this agreement to change the anniversary date for future step increases granted by the appointing authority.
- e. Selection of Communications Training Officer
 1. Sheriff's 911 Communication Officer II with a current POST Certificate
 2. CTO candidates must have good attendance, communication skills, inter-personal skills, writing skills and the ability for self-initiated activity. CTO candidates must possess dispatch

operational knowledge and overall knowledge of Department Policy and Procedures.

- a) CTO candidate's skills and performance will be reviewed by a 3-member panel prior to appointment. The panel will consist of 2 Communications Supervisors and a current CTO. Candidates will participate in an oral evaluation conducted by the panel. The oral evaluation will include an interview and a short oral presentation on any training issue.
 - b) Candidates must submit an application to the Sheriff's Dispatch Training Unit through the chain of command.
3. Performance evaluations must reflect a "Meets Standards" and/or above ratings. Once CTO status is conferred, a "Meets Standards" and/or "Exceeds Standards" rating must be maintained.
- a) Applicant must attend a POST CTO Academy within a year during their assignment and successfully complete it.
 - b) Applicant must maintain a "Satisfactory" rating on evaluations by the Sheriff's Dispatch Training Unit, given every 6 months.
4. Approval by Commander or designee.

De-Selection of Communications Training Officer

- a) CTO may elect to temporarily or permanently be removed as a CTO. Memo must be submitted by CTO to the Dispatch Training Unit via chain of command.

At any time a CTO may be de-selected or removed from the CTO program for any of the following reasons.

Factors that lead to de-selection or removal of CTO status

- a) Communication Skills.
 - 1. Numerous grammatical errors in evaluation.
 - 2. Verbally confrontational with co-workers, trainees, supervision.
 - 3. Negative presentation towards the Department or policy/procedures.
- b) Relationship with others.
 - 1. Lack of enthusiasm towards training.
 - 2. Negative or unprofessional interaction, directly or perceived, with trainee, co-workers, or supervision;

i.e. gossip, overly defensive or immature degrading remarks toward another.

3. Unable to work as a team player.

c) Judgment.

1. Decisions, which are not sound and unable to defend.

2. Unable to satisfactorily carry out oral or written instruction.

3. Unable to grasp an overall understanding of Department policy/procedure.

4. Breach of confidentiality.

5. Unable to recognize the difference between personal and professional conduct.

d) Participation.

1. Unwillingness to accept and complete at least one assignment as a CTO in a twelve-month period.

2. Excessive absences, leave of absence or abusive sick leave that will make the CTO unavailable to train.

e) Evaluation Ratings.

1. Failure to maintain a "Meets Standards" rating on the annual performance evaluation.

2. Failure to maintain a "Satisfactory" rating on Dispatch Training Unit Evaluation.

a. If an unsatisfactory evaluation is received from the Training Unit, the CTO would then be placed on a 3-month probationary period with interim evaluations. The first interim evaluation will be received within 45 days. A second interim evaluation will be received at 90 days*. At the end of 90 days the CTO will be removed from probationary status as a CTO or will be recommended for removal from the CTO program.

**This is based on CTO actively training or time can be extended.*

- f) Professionalism.
 - 1. If a CTO is the subject of a Personnel Investigation (PERS), by the Department, the CTO's duties will be suspended upon approval of the Commander.
 - 2. Any CTO is subject to immediate removal based on any violation of Department General Orders and/or County Policy and Procedures, that are hazardous or severely detrimental to the well-being of the trainee; i.e. sexual harassment, hostile work environment, etc.

The Commander will have final review of any appointment or rejection of candidates and the de-selection of current CTO's.

- I. Detention Differential: Effective July 20, 2006, any employee in the below listed job classifications working for the County's Facilities Management Department and assigned to a Sheriff or Probation detention facility (not including the RCRMC jail ward) shall receive a differential of \$1.00/hour for hours actually worked in such facilities.

Effective March 27, 2008, any employees in the job classification listed below working for the County's Probation Department and assigned to a Probation detention facility shall receive a differential of \$1.00/hour for hours actually worked in such facilities.

<u>Job Code</u>	<u>Job Title</u>
62231	Maintenance Electricians
62271	Maintenance Plumber
62251	Maintenance Painter
62740	Bldg Maintenance Mechanics
62711	Air Conditioning Mechanics
62730	Bldg Maintenance Workers
62731	Sr. Bldg Maintenance Workers
62755	Building Services Engineers
62272	Lead Maintenance Plumber
62742	Lead Maintenance Svcs Mechanic
62712	Lead Air Conditioning Mechanic
62232	Lead Maintenance Electrician
62341	Housekeeper

- J. Equipment Operator Skill Pay: Effective July 20, 2006, employees in the classifications of Equipment Operator II, or Senior Equipment Operator shall receive the following premiums:

- 1. Equipment Operators operating any dozer which is a D-8 equivalent or larger, shall be paid \$1.00 per hour for time actually worked operating the dozer; or
- 2. Equipment Operators operating a (trash) compactor shall be paid 0.50¢ per hour for time actually worked operating the compactor.

K. Hazard Pay for Waste Inspectors:

Scope. The scope of this hazard pay covers all represented full time and part time Waste Management Department employees in the Waste Inspector series.

Compensation. Effective July 20, 2006, all represented employees in the Waste Inspector series of the Waste Management Department will receive \$75 per month as hazard pay in recognition of the exposures and difficulties of their job.

L. Court Callback. Notwithstanding any other provisions of this Memorandum, any LIUNA represented employee assigned to the Sheriff's Department who is called back to attend Court in relation to a matter arising from their employment relationship with the County of Riverside at a time when they otherwise are off duty, shall receive a minimum of one (1) hour compensation at the appropriate overtime rate. A shift shall not be extended for the purpose of avoiding the payment of the one (1) hour of compensation provided herein. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

ARTICLE V
PAY PRACTICES

Section 1. Step Advance

SPECIAL PROVISION: Effective August 12, 2010 step (merit) and cost of living increases shall be frozen and not payable during the term of the MOU. This clause will expire on June 30, 2012.

- A. The compensation of every person employed in a regular position on a step basis shall be considered for increase upon their anniversary date, except as herein otherwise provided.
- B. Employees appointed on or after January 9, 1992:

The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of 2080 hours (approximately one (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 1040 hours [approximately 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 2080 hours [approximately one (1) year] in a paid status, not including overtime, and subsequent anniversary dates shall occur at like

intervals.

- C. Employees appointed to the classification of Eligibility Technician I/II:
1. Any Eligibility Technician I/II appointed on or after June 29, 2000, who successfully completes his/her Induction training shall receive a two (2) step (approximately 5.5%) salary increase. Such salary increase, for anniversary date purposes, shall be administered as if it were a promotion. As a result, the employee's first anniversary date which involves a salary increase shall be the first day of the pay period following the completion of 1040 hours in a paid status [approximately six (6) months], not including overtime, from the date of the two step salary increase described herein.
 2. The second anniversary date shall be the first day of the pay period following the completion of an additional 2080 hours [approximately one (1) year] in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.
- D. The provisions of this section shall be subject to other specific provisions of this Memorandum concerning change of anniversary dates.
- E. Two pay periods before the anniversary date of each employee holding a regular position on a step basis, except as to an employee compensated at the rate of the highest step, the Human Resources Director shall inform the Department Head in writing on an appropriate form that the employee will be eligible for salary increase.

Prior to the anniversary date the Department Head, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form whether or not the increase is allowed. If the increase is disallowed, the form shall contain the signature of the employee acknowledging notice of the disallowance and the reasons therefore. The Department Head may disallow a step increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee. The Human Resources Director shall promptly act on each increase allowed and the employee shall be paid at the increased rate from the anniversary date. If, through error, the anniversary date of an employee is overlooked or a notice herein required is delayed or omitted, a resulting failure to increase the compensation may be cured by then taking the action hereinabove required, provided the same is completed within the next two pay periods after said action should have been taken, and the employee shall be paid at the increased rate from the anniversary date. If the Department Head disallows such increase, they shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the Department Head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of the Department Head, which shall be made only on the basis of continued satisfactory performance in the position.

- F. Every anniversary salary increase shall be to the rate of the second next higher

step, except when there are less than two steps remaining, it shall be to the last step.

Section 2. New Employees

- A. The Department Head 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. The anniversary date shall be the first day of the pay period which is not less than 2080 hours (approximately 12 months) in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, their anniversary date shall not change.
- B. Notwithstanding the provisions of (A) and (B) above, there shall be up to an additional 4 steps (20 salary ranges or approximately 11%) which shall be reserved for those classifications designated as "difficult to recruit." Advancements to any of these ranges shall not be automatic. They shall, instead, be granted based upon a determination by the Human Resources Director, subject to approval by the County Executive Officer, that a serious recruiting or retention problem exists for a classification(s), or that the increases granted to subordinate "difficult to recruit" classifications has created serious compaction problems, and that a percentage increase up to and including 20 salary ranges (approximately 11%) would assist the County in recruiting and retaining employees in that classification(s). Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented as follows:
1. Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees 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(C) above.
 2. In the event the salary granted to a newly hired employee pursuant to Sub-Section (C)(1) above exceeds that for any present permanent, regular full-time or regular part-time employee who is being compensated at the top of the salary range for that 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), who have completed less than one year of service at the top, or at any other step, of the salary range for that classification, may, upon a review of their qualifications and approval by the Human Resources Director, have their salary adjusted to an amount no less than the lowest salary received by a similarly qualified employee hired as the result of

an open recruitment to fill a vacancy in that classification.

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 classification than an incumbent employee in the same classification, 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 classifications affected by the provisions of this subsection may be granted pursuant to the standard procedures for step advances as set forth in the applicable memorandum of understanding. Employees may receive annual reviews as set forth in such MOU, but merit increases cannot be given beyond the top step as set forth in this MOU.

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications 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 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 classification exceeds the rate established pursuant to the provisions described above.

Section 3. Re-employment

- A. Upon recommendation of the employing Officer and approval of the Human Resources Director, a former regular employee may be re-employed in the same class of position which they previously occupied, at the same step of the salary range as the step applicable at the time of their termination, provided they were terminated in good standing.
- B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this Memorandum.
- C. Whenever a former regular employee is or has been re-employed within twelve months after termination they may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed accrued sick leave and accrued time toward earned vacation, not exceeding the amount thereof which was lost at the time of termination, and their 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 within the twelve month period set forth in this Section and 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.

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

The Human Resources Director may allow the employment or re-employment for up to 120 working days or 960 hours in any calendar year, without loss of benefits, as specified in Section 21153 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

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

Section 4. Promotion. On promotion, the salary shall be at a rate on the new salary range which is approximately 5.5% higher, or immediately greater than 5.5% higher, than that paid on the grade for the former position where the new grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. Approximately 5.5% shall mean within 10 cents of 5.5%. The anniversary date shall be determined as if the date of promotion were the date of employment.

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

Section 6. Demotion

- A. On demotion, the salary shall be at the rate of the same step on the new range as was applicable to the previous range. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.
- B. Permanent employees who, within 2080 hours following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The anniversary date shall not change.

Section 7. Reclassification

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

range shall be at the rate which is 2 steps higher, or immediately greater than 2 steps higher, than that paid on the range of the former position, where the new range is able to accommodate the increase.

The anniversary date shall be determined in accordance with subsection of this Article, except that the first anniversary date shall be the first day of the pay period following the completion of 1040 hours (approximately 6 months) in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional 2080 hours (approximately 1 year) in a paid status.

- C. The salary of an incumbent of a position reclassified to a class on a lower salary range shall not change unless such salary would exceed the maximum of the new range, in which event it shall be reduced to the maximum. The anniversary date shall not change.
- D. The effective date of a reclassification shall coincide with the first working day of a pay period.

Section 8. Temporary Promotion A regular employee may be promoted on a temporary basis to fill a vacant position as a result of a leave of absence of the incumbent of that position, or pending appointment of another person to that position. Such promotion is designated "temporary promotion". The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.

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

Section 9. Conformance to Plan

- A. No regular employee shall be assigned to exercise the powers or perform the duties of any classification other than their own classification for an accumulated period of 480 hours or more during the life of this MOU. Such accumulated hours of such assignment(s) shall be credited toward qualifying experience for possible promotion only when such assignments have been authorized or verified by the Department Head or designee in writing.
- B. Procedure.
 - 1. When, in the opinion of a Department Head, it is necessary for an employee to assume the duties and responsibilities of a higher level position on an on-going basis, the employee shall be advised, in writing, of the date on which such duties shall begin.
 - 2. Within 10 working days of the completion of the 480 hours described in (A) above, the Department Head or designee shall meet with the employee to inform him/her whether they will continue to perform the higher level duties or resume the duties of their regular position. In the event the employee

resumes their regular duties, no further action is required. In the event the employee is directed to continue performing the higher level duties, one of the following shall occur:

- a. If the employee is performing the duties of an existing higher level vacant position, the Department shall immediately request that Human Resources conduct an examination to fill the vacancy. The employee, if qualified, shall be promoted and receive a salary adjustment pursuant to applicable provisions of this MOU. If the employee is not qualified for the position, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated for any hours worked at the higher level beyond the 480 hours referenced above, and the time of his/her return to the former assignment.
- b. If the employee is performing the duties of a position for which there is no existing classification, the Department shall request an expedited reclassification study by the Human Resources Department. If, upon completion of the study, Human Resources determines that the duties and responsibilities of the position warrant a reclassification, the position shall be reclassified appropriately and the employee, if qualified, shall be appointed pursuant to applicable provisions of this MOU. If it is determined that the employee is not qualified, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated at a rate 5.5% above their current rate of pay or the bottom step of the new classification, whichever is greater, for any hours worked at the higher level beyond the 480 hours referenced above, and the time of his/her return to the former assignment.

Section 10. Board Policy C-26: LIUNA agrees that the County may apply Board Policy C-26, Hiring/Retention Bonus, to any classification as deemed necessary by the County.

ARTICLE VI
GENERAL PERSONNEL PROVISIONS

(Note: Per People Soft, the hours described in this Article shall be converted to weekly or monthly equivalents.)

Section 1. Probation

- A. Initial Probationary Status. Each regular employee shall be in an initial probationary status from the effective date of their initial employment in a position in a paid status until the required initial probationary period, and any extension, is completed without separation from 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 employee who has not completed the initial probationary period serves at the pleasure of the Department Head and may be released from employment without cause. Such an

employee is not entitled to the review procedure provided for in this Memorandum.

- B. Length of Initial Probation. The length of the initial probationary period is six (6) months-except:

Eligibility Technician I/II	18 months combined initial probationary period
Child Support Specialist	12 months
Fingerprint Examiner I	12 months
Fingerprint Examiner II	12 months
Fingerprint Technician I	12 months
Fingerprint Technician II	12 months
Forensic Technician I	12 months
Forensic Technician II	12 months
Investigative Technician I	12 months
Welfare Fraud Investigator	18 months
Public Safety Communications Officer I	18 months
Public Safety Communications Officer II	18 months
Sheriff 911 Communications Officer I	18 months
Sheriff 911 Communications Officer II	18 months
Public Defender Investigator I	12 months
Public Defender Investigator II	12 months
Child Support Interviewer	12 months

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

The initial probationary period may be extended by three (3) months with a maximum of a six (6) month extension. 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 the initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new initial probationary period for the class to which the employee promotes, demotes, or transfers. The initial probationary period 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 six months (or the equivalent of the initial probationary period for those classifications where the initial probationary period exceeds six months) of service in a paid status following a promotion, lateral transfer or demotion, a regular employee who held permanent status at the time of the promotion, lateral transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return

involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, lateral 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.

F. Employment of Relatives.

Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; 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, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), or child of a domestic partner. 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 1040 (approx. 6 months) working hours.

Section 2. Retirement

Pension Issues (future). The Union shall meet and confer with the County on pension issues for new and existing employees and such a meeting will be scheduled within seven (7) days of a notification request by the County. It is understood and agreed that if the parties meet and confer over pension reform issues and fail to come to an agreement, the County shall not impose any term or condition on LIUNA members that it has not already negotiated and mutually agreed upon with any other Riverside County bargaining unit(s).

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

Public Employee's Retirement System (PERS) Contributions. County miscellaneous employees in the LIUNA Units hired after September 3, 1992, shall pay the employee's contribution to PERS for the first five (5) years (10,400 hours) of continuous service. Commencing the sixth year of continuous service, the County shall pay the employees share of the contribution for continuous service. Continuous service shall mean the continuing service of a regular employee in a continuing payroll status, without interruption,

except for authorized leave of absence.

Retirement Calculations. The percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous members of LIUNA shall be determined in accordance with Section 21354 of the Public Employees Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified and Full).

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

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

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

Section 3. Non-Smoking Policy. Pursuant to Board of Supervisors Policy A-23, smoking in County facilities is prohibited except in specifically designated areas. Department Heads or their designee shall identify outside smoking areas.

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

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

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

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

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

Section 4. Mileage Reimbursement. Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Adjustments to the County rate, if any, shall be made pursuant to the IRS rate effective July 1 of each year and mileage claimed on or after that date shall be reimbursed at that new rate.

Section 5. Merit Systems/Veterans Preference. The Human Resources Administration under this Memorandum is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and ability. Each officer shall appoint all necessary employees allowed for their department by this Memorandum only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training and experience and shall take into consideration a system of veterans preference as may be adopted by the Board of Supervisors, by resolution. The veterans preference program shall be administered by the Human Resources Director.

Section 6. County Provided Life Insurance. Effective July 1, 2002, the County shall provide life insurance, not to exceed one times annual salary to a maximum of \$50,000, to all employees covered under the provisions of this Memorandum of Understanding. This benefit replaces any other life insurance coverage previously provided under this MOU.

Section 7. Post Employment Health Savings Plan Voluntary Employee's Beneficiary Association (VEBA)

- A. Effective Date The plan is effective on January 1, 2007 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 plan participants if they have five or more years of County of Riverside service, and who at the time of retirement (as defined by the agreement between County of Riverside and CALPERS) are employed in a collective bargaining unit whose agreement provides for participation in the plan.
- C. Plan Benefits Participants will have a mandatory contribution made to the VEBA for qualifying leave balances as soon as administratively possible upon retirement. Qualifying leave balances include vacation, extra vacation, annual leave, and sick leave accruals, subject to the following:

Sick Leave:

- a. For participants retiring with at least five (5) but less than 15 years of service, unused accumulated sick leave shall be paid into the VEBA at the rate of fifty percent (50%) of the participant's current salary value. Under no circumstance shall payment for sick leave exceed the lesser of 50% of the participant's unused accumulated sick leave or 960 hours of full pay.
- b. For participants retiring with 15 or more years of service, unused accumulated sick leave shall be paid into the VEBA at the rate of the current salary value. Under no circumstance shall payment for sick leave exceed

960 hours of full pay.

Vacation and Other Qualifying Leave:

Unused accumulated vacation and other qualifying leave shall be paid, at the rate of the participant's current salary value into the VEBA.

Section 8. Waste Management, Flood Control District, Transportation Department and Code Enforcement Department Driver's License. Employees in the Waste Management, Flood Control District, Transportation Department and Code Enforcement Department are required to provide to the Department a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

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

Section 9. Waste Management Safety Shoes. Effective July 20, 2006, as authorized by the General Manager-Chief Engineer of the Waste Management Department and upon presentation of proof of purchase acceptable to the Department, the Department shall reimburse employees assigned to landfill operation, to a maximum of \$100.00 per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of his/her duties. Employees in the Waste Inspection Series may be reimbursed to a maximum of \$175.00 per fiscal year.

Section 10. Pre-Disciplinary Memorandum. All copies of directive, corrective and corrective counseling memoranda in the working file shall be destroyed after twelve (12) months or at conclusion of review period, whichever ever one comes later provided that during such period such employee has been free of any other directive, corrective, and/or corrective counseling notations.

Section 11. Election Poll Training. All LIUNA represented employees who participate in election poll training and services, shall do so on County time if such training and/or service occurs during the employee's regularly scheduled work hours. The release shall be at the department discretion and based on operation needs.

Section 11. Study of Forensic Technicians. During the term of this Agreement, the County of Riverside agrees to study the Forensic Technician classification for possible reclassification particularly compared to the Forensic Technician classification in other County agencies.

ARTICLE VII
LEAVE PROVISIONS

Section 1. Sick Leave

A. Accrual. Sick Leave for all employees covered under the provisions of this agreement shall accrue at the rate of .05 times the number of hours worked (not to exceed 80 hours worked) during the biweekly pay period.

1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee.
2. Sick leave shall accrue at all times when the employee is in a paid status.
3. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.
4. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the Department Head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the Department Head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

B. Proof of Illness

1. When in the judgment of the Department Head good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical

certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the Department Head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work. 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.

- a. 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.
- b. 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. 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.

D. Payout for Sick Leave. Upon death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for at the rate of fifty percent (50%) of the current salary value thereof for each such person who has had five full years of service in a payroll status provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Unused accumulated sick leave shall be paid for at the rate of one hundred percent (100%) of the current salary value thereof for each such person who has had fifteen or more years of service in a payroll status provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

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 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 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 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 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 working days of leave, three of which will be paid and the additional two days to be deducted from the employees' sick leave. Eligible employees must be in an active payroll status and be compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparent, grandchild, or step relations of the same categories, domestic partner (registered with the Secretary of State and providing a Declaration of

Domestic Partnership), child of a domestic partner. 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 department, employees shall be permitted to take up to five additional working days of leave, provided the employee has sufficient vacation time, compensatory time off, or compensatory holiday time off to cover the absence.

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

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

Section 4. Agency/Department-Leave of Absence/Official Leave of Absence. An Agency/Department leave of absence or an Official leave of absence without pay may be granted for the following reasons:

1. Illness or disability when sick leave has been exhausted
2. Pregnancy
3. To take a course of study which will increase the employee's usefulness on return to the County
4. Personal reasons acceptable to the authority whose approval is required

A. Agency/department leave of absence: Agency/Department leave of absence up to 480 hours (12 weeks) in any one calendar year period may be granted to any employee by the Agency/Department Head. Such leave shall be reported as leave of absence via the Agency/Department's payroll. The Agency/Department Head 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 Agency/Department Head.

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending health care provider 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, or a County designed temporary modified duty and/or return to work program.

B. Official leave of absence: A regular employee may request an Official leave of

absence exceeding 480 hours, but not exceeding one year (2080 hours). Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the Department Head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources Department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the Agency/Department Head, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

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

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending health care provider 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, or a County designed temporary modified duty and/or 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.

Section 6. Jury Duty. Any employee who shall be summoned for attendance to any court for jury duty during the employee's normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury. Any employee who shall be called as a witness arising out of and in the course of County 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 Fair Labor Standards Act (FLSA) absent as a witness in a private matter shall not be entitled to be paid during such absence.

Section 7. Air Pollution Emergency. An employee unable to work on a regularly scheduled work day due to an air pollution emergency shall be granted a leave of absence

without pay for the period of the emergency unless the employee chooses to use accumulated overtime credit, sick leave credit, vacation credit or holiday leave credit for the period of time off work due to the emergency.

Section 8. Abandonment/Automatic Resignation

- A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written Agency/Department notification does not respond to the Agency/Department and/or does not provide a satisfactory explanation for the absence; and the failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three working days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery.
- B. An employee may, within ten (10) calendar days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. The Human Resources Director will notify the employee in writing within ten (10) calendar days of receipt whether the request for reinstatement has been approved. If denied by the Human Resources Director, the employee may, within ten (10) calendar days, appeal the decision.
1. Appeals shall be heard by a neutral third party. The neutral third party shall make a determination on a reinstatement based upon whether the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and whether the employee is ready, able, and willing to resume the duties of the position. The neutral third party decision may be verbal or in writing. The decision of the neutral third party shall be binding on both parties.
 2. Only the employee and one (1) non-attorney representative and the Department Head 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 conciliator or mutually agreed upon impartial party may consult with witnesses informally and otherwise investigate the controversy.
 4. The judgment of the conciliator shall be binding on both parties neither of

which shall have the right of further appeal.

5. The judgment of the conciliator shall be rendered within five (5) working days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
6. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
7. All costs for the service of the conciliator, 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 the employee.

Section 9. Reporting Requirements. In the absence of a more stringent department policy, an employee reporting off work at the beginning of a shift for any reason shall call the employee's supervisor or designee within one (1) hour before or after the employee's scheduled starting time.

ARTICLE VIII VACATION

Section 1.

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

Zero through 3 years (0 through 6,240 hours) in a payroll status, 80 hours (10 days);

years 4 through 9 (6,248 through 18,720 hours) in a payroll status, 120 hours (15 days);

years 10 or more (18,728 hours or more) 160 hours (20 days).

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

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

Upon the written request of a Department Head 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 months, unless a different period shall be specified in the order.

- B. Any person who separates employment from the County shall be entitled to pay for all earned vacation as determined under the provisions of this Memorandum. For the purpose of this paragraph, vacation shall be deemed earned to the date of separation. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of separation; 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.

Pre-Retirement Cash Out of Accumulated Vacation 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 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 vacation leave, extra vacation, and/or annual 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. Vacation Cash-Out. At the employee's election, unused accumulated vacation leave shall be paid at the rate of the employee's current salary value to a maximum of 480 hours of full pay. In addition, the employee may elect to receive up to the full value of any accrued extra vacation or annual leave, which shall be paid at the rate of the employee's current salary value.
- E. Reduction. The value of the participant's unused vacation leave will be reduced by the balance of any amount owed by the participant to the County of Riverside.
- F. 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 Department Head.

- G. 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.
- H. 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 Memorandum, may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE IX
HOLIDAYS

Section 1. Paid Holidays

A. County Holidays

January 1, New Year's Day
 Third Monday in January, Dr. Martin Luther King, Jr.'s Birthday
 February 12, Lincoln's Birthday
 Third Monday in February, Washington's Birthday
 Last Monday in May, Memorial Day
 July 4, Independence Day
 First Monday in September, Labor Day
 Second Monday in October, Columbus Day
 November 11, Veterans' Day
 Fourth Thursday in November, Thanksgiving Day
 (unless otherwise appointed)
 Friday following Thanksgiving
 December 24 and 31 when they fall on Monday
 December 25, Christmas Day
 December 26 and January 2, when they fall on a Friday
 Friday preceding January 1, February 12, July 4, November 11 or December 25,
 when such date falls on Saturday; the Monday following 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 Memorandum who actually work on a paid holiday shall be paid at their regular rate for the time actually worked. In addition, such employee shall have a choice of:
 - a. Banking compensatory holiday time off - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at his/her regular rate of pay – not to exceed eight (8) hours pay - for the holiday.

2. Not Working the Holiday A full-time employee whose regularly scheduled day off falls on a paid holiday and who do not actually work on the holiday shall have a choice of:
 - a. Banking compensatory holiday time off - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at his/her regular rate of pay – not to exceed eight (8) hours pay - for the holiday.

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

If the regular part-time employee does not have a regular shift schedule, he/she shall be receive holiday pay in an amount equivalent to the reduction in his/her regular pay for the workweek – not to exceed eight (8) hours pay - (e.g. a part-time employee with an irregular schedule who normally works 20 hours per week but who, as a result of the holiday, only works 16 hours that week shall receive 4 hours holiday pay for that week). If the regular hours of work for such employee are not reduced during the holiday week then no holiday pay is due.

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

5. Special Provisions Notwithstanding the above, any employee in the class of Sheriff's 911 Communications Officer, Public Safety Communications Officer, Fingerprint Examiner, Forensic Technician, Sheriff's Service Officer,

and Community Services Officer whose regularly scheduled working day falls on a paid holiday, and who actually works on that holiday, shall be entitled to not more than 12 hours of compensation at the rate of one and one-half (1-1/2) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked. Accumulated holiday credit earned at the expiration of each prescribed pay period, upon election of the employee, may be accumulated to their accumulated holiday credit or be paid to the employee by County Warrant.

ARTICLE X REIMBURSEMENT PROGRAMS

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

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

Section 3. 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 a Department Head, 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 County. Such authority shall be obtained in advance of the change, shall be subject to such reasonable conditions as the Board may require, shall specify the maximum amount authorized and shall not be granted more than once in any one year period for any one employee, nor for any employee until they have been continuously employed by the County for at least one year preceding the authorization. If the employee voluntarily terminates employment with the County within one year of the payment of the expenses set forth herein, the employee shall, within 30 days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 5. Certificate Reimbursement – Clinical Lab Assistants. Clinical Lab Assistants

(Job Code 98546) who are required to have a State Certificate shall be reimbursed for the costs associated with obtaining and maintaining the Certificate upon providing proof of payment and completion.

ARTICLE XI
DISCIPLINE, DISMISSAL, AND REVIEW

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

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

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
- G. Absence without leave;
- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed;
- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department. The department shall prescribe procedures to insure that employees affected by the requirements are informed of them;
- O. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy; and,
- P. Violation of the County Anti-Violence in the Workplace Policy.
- Q. Violation of the County's Sexual Harassment Policy.

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

Section 4. Reduction in compensation under this section shall consist only of a change within the salary range from the existing step to a lower step for a specified duration of one or more full pay periods, but not to exceed 13 pay periods.

Section 5. By resolution, the Board of Supervisors shall provide a procedure whereby the involuntary dismissal, demotion, reduction in compensation, or suspension of an employee, shall at the employee's request, be reviewed to determine whether such action was justified and should be upheld. The procedure shall include the right, after notice, to a hearing before a designated body or officer having power to affirm, revoke or modify the action reviewed.

ARTICLE XII
DISCIPLINARY APPEAL PROCEDURE

Section 1. General. Any notice required to be given by this procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid or when deposited with an alternative carrier, i.e. UPS, 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.
- B. Unless otherwise specified, as used in this procedure, "Department Head" includes the Department Head 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. Investigatory Leave of Absence. Pending investigation by the Department Head alleging employee misconduct, covered under Article XI of this Memorandum, the Department Head, with the approval of the Human Resources Director, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days with approval by the Human Resources Director. In such cases, and except for good cause as determined by the Human Resources Director, the department head will notify the employee in writing as to what specific allegations are being investigated. The Union will also be notified as to the extension only. Additional leave may be granted subject to the approval of the Human Resources Director. In the event the Human Resources Director does not approve the request for additional leave, the employee shall be returned to duty pending the completion of the investigation and the imposition of any disciplinary action provided, however, the department head may alter the employee's duties or assignment

until the investigation is completed when he/she determines it is in the 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.

Section 3. Notice of Disciplinary Action

- A. Except for written reprimands, written notice of intent to take disciplinary action against a permanent employee shall be served on the affected employee, except as previously provided, at least seven (7) working days prior to the effective date of the action and shall include:
 - 1. A description of the action(s) to be taken and the expected effective date(s);
 - 2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
 - 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
 - 4. A statement informing the employee of the right to respond either verbally or in writing, to the Department Head 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 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 Conciliator or Arbitrator for decision, the Department Head 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.

Section 7. Hearing Procedure - Minor Discipline

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand, the appeal shall be determined under the following provisions:
 - 1. Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the parties. The conciliator's or other third-party neutral's decision may be verbal or in writing. The decision of the State Conciliation Service or a third party neutral shall be binding on both parties.
 - 2. Only the employee and one (1) non-attorney representative and the Department Head 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 conciliator may consult with witnesses informally and otherwise investigate the controversy.
 - 4. The judgement of the conciliator shall be binding on both parties neither of which shall have the right of further appeal.
 - 5. The conciliator 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.
 - 6. The judgment of the conciliator shall be rendered within five (5) working days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.

7. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
8. All costs for the service of the conciliator, 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 the employee.

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 an arbitrator.
- B. The parties shall maintain a jointly negotiated list of up to eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven or more than eleven names. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from LIUNA and the County shall meet to establish the list of up to eleven Arbitrators.
- C. The hearing shall be set by the Human Resources Director, or designee,, or designee, and employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- D. The employee and the Department Head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, 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 Department Head, or the arbitrator, provided reasonable notice is given the department employing the officer or employee. The arbitrator is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter or, at the request of either party, recorded on a mutually agreed upon electronic recording device. All other appeals need not be reported but either the employee or the Department Head may, at their own expense, provide a reporter for the hearing.
- G. The expenses of the arbitrator and transcripts, if required, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as

a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.

- H. In the event an employee is not represented by LIUNA, the cost of the arbitrator only shall be shared equally by LIUNA and the County.
- I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- J. Within 21 days following the submission of the appeal, the arbitrator 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 arbitrator shall be final, subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil procedure.
 - 1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Memorandum but, rather, shall interpret and apply its terms.
 - 2. If the arbitrator finds that the disciplinary action was appropriate, the action shall be sustained.
 - 3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
 - 4. In the case of discharges, if the arbitrator 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 arbitrator.
 - 5. If the arbitrator 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.

- K. 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.
- L. 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.
- M. Irrelevant and unduly repetitious evidence shall be excluded.
- N. 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 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.
- O. Oral evidence shall be taken only on oath or affirmation.
- P. Employees not testifying in their behalf may be called and examined as on cross-examination.
- Q. The employee and the Department Head 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.
- R. The hearing shall be a private proceeding among the County, the employee and the employee organization.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

Section 1. Discussion of Request or Complaint. It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any employee who believes that they have a justifiable request or complaint shall discuss the request or

complaint with their immediate supervisor in an attempt to settle the matter.

Section 2. Grievance Definition. A "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by an employee or the Union on behalf of a specifically named employee or group of employees, arising out of a dispute by an employee or group of employees concerning the application or interpretation of the specific terms and conditions set forth in this Memorandum of Understanding, ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- A. Matters reviewable under some other County administrative procedure.
- B. Requests or complaints, the solution of which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation, or policy established by the Board of Supervisors.
- C. Requests or complaints involving the termination of a probationary employee, or the termination, suspension, demotion or written reprimand of a regular employee reviewable pursuant to other provisions of this Memorandum or reviewable under the State alms procedure, or written warnings, i.e. directive, corrective, and corrective counseling memorandums.
- D. Requests or complaints initiated by an employee involving change in departmental performance evaluations, if the evaluation rating overall is satisfactory or better.

Grievances shall be submitted in writing on forms supplied by the Human Resources Department.

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

- A. Representation 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 and Article XXIX, Section 4 of the MOU. The grievant and one representative are entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

Section 5. Grievance Petition Form. All grievances shall be submitted to the Human

Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete.

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

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

Section 8. Resolution. Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the County and the grievant. When a settlement takes place that includes monetary reimbursement for the grievant at any stage of the grievance process or via Settlement Agreement, the County agrees to provide said monies within 30 days from the date the agreement is reached by both parties.

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

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

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

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

B. PROCEDURE

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

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

- B. Step 1. The employee shall have fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance to submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's Department Head. Within fifteen (15) working days after submission of the petition, the Department Head, or a designee, shall meet with the grievant and the employee's representative, if any. No later than fifteen (15) working days thereafter the Department Head, or a designee, shall render a written decision.
- C. Step 2. Failing to resolve the grievance at Step 1, or after the time limits set out in Step 1 above, including any agreed upon extension thereto, have expired, the grievant shall submit a written request for review within ten (10) working days following the date the Department Head, or a designee, renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) working days of the submission of the request for review. No later than ten (10) working days thereafter, the Human Resources Director, or a designee, shall render a written decision.
- D. Step 3. Failing to resolve the grievance at Step 2, LIUNA may determine, on behalf of the grievant, to submit a written request for arbitration to the Human Resources Director, or designee, or a designee, within ten (10) working days following the date the Human Resources Director, or a designee, renders a decision.
- E. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner prescribed in Section 14. The Board of Supervisors shall either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the arbitrator's decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

Section 14. Advisory Arbitration

- A. After submission of a request for review, LIUNA and the Human Resources Director, or designee, or a designee, shall attempt to agree on an arbitrator.
- B. The parties shall maintain a jointly negotiated list of up to eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven or more than eleven names. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- 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 arbitrator, if any, shall be shared equally by the parties. Each

party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Human Resources Director, or designee,, or a designee, with the employee's Department Head 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, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

If the issue of grievability has been raised, the arbitrator shall rule on that question prior to proceeding to the merits of the case. The arbitrator shall not decide any issue not within the statement of the issues submitted by the parties or consider remedies not requested by the grievant in his/her original petition. This includes issues or MOU Sections which have not been raised and considered at an earlier step of the grievance procedure.

The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOU, but shall determine only whether or not there has been a violation of the MOU in respect to the alleged grievance and remedy. The Arbitrator's decision shall be based solely upon the evidence and arguments presented to him by the respective parties.

- F. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.
- G. Arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- H. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments 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 grievance hearing.
- I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

ARTICLE XIV
ANTI-STRIKE CLAUSE

It is hereby agreed that the Union (LIUNA) shall not take part in, nor call, sanction, foster, nor support any strike, work stoppage, slow-down, sick-in, nor interference with the

County's operation during the term of this Memorandum of Understanding.

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

ARTICLE XV
ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled him to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first 21 calendar days during which they are necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, they shall be paid as salary the difference between the temporary disability payments due them under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including, for this purpose, the values, successively, of the accrued compensatory time off for overtime and accrued vacation credit. During a period of temporary disability and in the proportion that the employee is paid for the difference between the temporary disability payments and the regular compensation, they shall continue to accrue sick leave and vacation benefits at the regular rate.

The right is reserved to make later adjustments as between salary and disability benefits to conform to the Workers' Compensation Law, or to conform to later development of facts, including the right to recover any overpayment directly or from future earnings. In the event of substantial doubt whether temporary disability payments are payable under the Workers' Compensation Law for the disability, or doubt as to the extent thereof, payment on account of sick leave shall be withheld, except to the extent authorized by this section, until the issue is determined either by assumption of liability by the compensation insurance carrier or by adjudication of liability. In the event of substantial doubt whether the disability is compensable pursuant to Section 4850 of the Labor Code, payment of salary shall be withheld, except as to so much thereof as shall be equal to the value of accrued sick leave, vacation and compensatory time off for overtime, until the issue shall be adjudicated.

Non-Work Related Disability

Effective January 1, 2007, the County shall pay 60% of the employee's salary through its Short Term Disability program with a cap of \$2000 per month (maximum benefit/month) or maximum weekly benefit of \$461.54. The maximum period payable is 52 weeks with medical approval. Short-term Disability benefits are calculated and payable on a weekly basis.

ARTICLE XVI
LAYOFF AND REINSTATEMENT

Section 1. Seniority

A. Definition of Seniority. Seniority shall be defined as the length of an employee's

continuous service with the County, in a regular position, and is based on most recent date of hire.

- B. Definition of Department. Department, for the purposes of this Procedure, shall be defined as an agency, department, or district of the County which is set out in County Ordinance No. 440.
- C. Whenever more than one 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 lay off list.

Section 2. Reduction in Force

- A. When it becomes necessary to reduce the work force in a department, the Department Head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department. No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.
- B. Any reduction in the number of regular employees holding a job classification designated by a Department Head for layoff shall be made in the following order of employment status:
 - 1. Temporary promotion employees (return to former class);
 - 2. Probationary new employees;
 - 3. Probationary transfer employees, probationary promotional employees, and regular employees.
- C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department, subject to the approval of the Human Resources Director. Employees laid off out of seniority shall be given written notice of this action.
- D. After consultation with the Human Resources Director or a designee, the Department Head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The List given to the employee organization shall include a seniority list of

the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:

1. The reason for layoff;
 2. The effective date of the action;
 3. If laid off out of seniority.
- E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the department, and was not removed therefrom for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven days of written notification of layoff by personal delivery or mailing of a certified letter.
- Regular employees who elect to demote under this provision shall be placed on the step nearest their present salary within the range of the class to which they are demoting provided such step shall not exceed present salary.
- F. The effected employee organization will be provided a copy of the final layoff list.

Section 3. Reassignment

- A. An employee not expected to be laid off may in lieu of reassignment elect to be laid off and be placed on the Departmental Reinstatement List if both of the following conditions exist:
1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) working days of the effective date of the reassignment; and
 2. If the new work location is more than 40 miles from the employee's current work location or the employee's home, whichever is closer.
- B. An employee who chooses to be laid off and have their name placed on the Departmental Reinstatement List under this section shall notify the department in writing of the decision at least three (3) working days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective.

Section 4. Employment Counseling and Referral Prior to the effective date of layoff, every employee given notice of layoff for a period of time longer than one (1) pay period

may schedule an employment counseling session with the Human Resources Department for assistance in determining other employment opportunities within the County for which the employee may qualify.

- A. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred first to any department requesting a recruitment for classifications from which the employees were laid off.
- B. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred first to departments requesting recruitments for all other classifications within LIUNA bargaining units.
- C. Departments are required to notify Human Resources in writing why these candidates are unacceptable before outside candidates will be referred.

Section 5. Departmental Reinstatement List

- A. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under subsection (c) above, shall be placed on Departmental Reinstatement Lists for all classifications within the department for which he/she previously held status, provided the department is allocated any positions of such classification. The provisions of this Section do not apply to any classification from which the employee was demoted as a result of disciplinary action.
- B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
 - 1. The expiration of two (2) years from the date of placement on the list.
 - 2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
 - 3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify their Department Head, in writing, of the employee's current mailing address.
 - 4. Request in writing to be removed from the list.
- D. Status on Reinstatement. Reinstatement is defined as recall by the same department, from a departmental reinstatement list, into a regular position. Upon reinstatement, the employee shall be entitled to:

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

Section 6. Reemployment

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

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

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

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

Section 8. Re-Employment from Lay-Off. Vacant regular positions in LIUNA represented classifications that a Department elects to fill shall be offered first to LIUNA represented persons, by seniority, who have been noticed of or permanently laid-off from another LIUNA represented classification for a period not exceeding two (2) years from the date of their initial lay-off provided that such person has the ability, qualifications, experience, availability and satisfactory work performance to fulfill the requirements of the position. If the Department Head or designate does not select a candidate that has been laid off from a LIUNA classification, upon request, they shall provide justification, in writing, to the Human Resources Department as to the reasons for that decision. It is understood and agreed that the matter of determining the ability, qualifications, experience, availability and satisfactory work performance shall be made by the Department Head or designate responsible for the hiring decision and that a Human Resource Department official may

also perform such an assessment. It is further understood that any assessment of an individual's ability, qualifications, experience, availability and satisfactory work performance will be measured against the posting requirements for the position. The County agrees to maintain a seniority list of laid-off LIUNA members who are entitled to be considered for re-employment under this provision. LIUNA members must make themselves available within seven (7) calendar days following the date they are notified.

ARTICLE XVII
VOLUNTARY TIME-BANK

Section 1. Any department 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 within the Inspection and Technical; Trades, Crafts and Labor; and Supporting Services Units are eligible to participate in the Riverside County Voluntary Time-bank Policy.

B. Definition of catastrophic illness or injury.

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

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

1. Only the Department Head, upon concurrence from the Human Resources Director, may request establishment of a Time-Bank for an employee within the department who is suffering a financial hardship due to a catastrophic illness or injury.
2. When the Department Head has determined that an employee would benefit from the establishment of a Time-Bank, the Department Head will contact the employee to determine if the employee desires to participate in a Time-Bank program. If the employee desires to participate in the Time-Bank program, the Department Head will contact the Human Resources Department and recommend the establishment of the program.
3. The Time-Bank will be established on behalf of an individual employee. The bank will accept donations of leave from one or more donors.

4. The Time-Bank will be operated by the Human Resources Department. The Department Head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.
5. On establishing a Time-Bank program, the Human Resources Department should ensure that only credits that are necessary are donated. All donations are not retrievable.

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

1. Any employee may donate vacation, holiday accrual, or administrative leave. Sick leave and compensatory time may be not donated.
2. Donations of vacation, holiday accrual, or administrative leave must be in increments of 8 hours or more and drawn from one bank only.
3. The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be converted to cash upon that person's separation.
4. An employee may not donate leave hours which would reduce their accrued leave balances of vacation, holiday accrual, compensatory time, sick leave, or administrative leave to less than 168 hours.
5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or administrative leave.
6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donors and recipient's paid leave balances will be made.

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

1. Only the employee for which the Time-Bank has been established may receive leave credits from the Time-Bank. Such leave credits shall be added to the employee's vacation balance.
2. The affected employees will provide verification of their (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.
3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.

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

A Department Head who decides that the department will participate in a Time-Bank

program will arrange with the Human Resources Department for the establishment of the Time-Bank for the individual. The procedure to be followed must include:

1. Receipt of written approval from the employee to announce the need for a Time-Bank transfer.
2. Notify the Human Resources Department of the need for the program and coordinate the program's establishment.
3. Require that employee donations be made directly to the Human Resources Department to ensure that employee's decision to donate or not donate is kept confidential.
4. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-Bank and take appropriate action.

G. The Human Resources Department will:

1. Control the Time-Bank program.
2. Receive from the employee benefiting from the Time-Bank proof of eligibility and a signed agreement allowing publication of the employee's situation.
3. The employee benefiting from the Time-Bank and the Human Resources Department will agree on the content of the publicity.
4. Publicize the establishment of the Time-Bank program. The notice will inform all employees of:
 - a. The establishment of the voluntary program.
 - b. Their opportunity to donate.
 - c. How donations are submitted.
5. Notify the Department Head immediately if the program cannot be established and the reason(s).
6. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-Bank and take appropriate action.

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

ARTICLE XVIII
APPEAL PROCEDURE
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures. The following procedure shall be followed by the Accident Review Committee:

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

*This Policy is included for reference.

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

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

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

The County will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the County's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

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

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

such employee is on duty.

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

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

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

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

The County has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the EAP Counselor for additional information. Contacting an EAP Counselor or their supervisor in and of itself shall not be a basis for discipline.

Any employee directed by the County to go through a treatment program will have that program fully funded by the County. If the employee chooses to go through a treatment program other than that recommended by the County, the employee shall be responsible for paying for the program's funding. All of the short-term disability money owed the employee will be given to the employee and not used for the treatment program.

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

IV. EMPLOYEE RESPONSIBILITIES AND AS A CONDITION OF EMPLOYMENT

An employee must:

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

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

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

EAP CONFIDENTIALITY: LIUNA and the County shall meet and work together in an effort to establish appropriate confidentiality standards for employees who voluntarily seek EAP assistance.

ARTICLE XX
DISCRIMINATION COMPLAINT PROCEDURE

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

The County's Harassment Policy and Complaint Procedure can be located at the Human Resources website at <http://www.rc-hr.com/> and at the County's Workforce Exchange website at <http://www.workforceexchange.net/>. Employees may also contact the Human Resources Department, Employee Relations Division at 951-955-3510 for a copy of the Harassment Policy and Complaint Procedure.

ARTICLE XXI
FLEXIBLE BENEFIT PROGRAM

Section 1. Flex Benefits Programs.

- A. Contributions: The County shall contribute \$25.00 per month on behalf of each eligible retiree and such retiree's dependents enrolled in one of Riverside County employee medical and hospital plans, toward the payment of premiums for health insurance.
- B. Plan Selection Requirement. Employees whose last hire date is on or after November 13, 2003 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.
- C. Waiving Medical Coverage. Employees whose most recent hire date is prior to November 13, 2003 will have the option of waiving medical coverage if they provide proof of coverage under another group medical plan.

Employees electing not to take hospital and medical health insurance coverage must provide evidence of hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another 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 hospital and medical coverage shall be received by the Human Resources Department within sixty days from date of hire, and annually during Open Enrollment.

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

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

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

If monies remain after waiver of health insurance and deduction of other elected benefits, said monies may be taken in cash back:

- F. Flex for Part-Time Employees. Part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees are eligible for the Flexible Benefit, on the following basis:

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

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

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

- G. For employees not participating in a County sponsored health care plan, the County's Flex Contribution available for other benefits or cash will be \$425.40 per month (\$212.70 per biweek for 24 biweeks/year).

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

Employees with family coverage: Monthly premium reduced by \$100.00

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

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

See Article XXVIII, for increases in Flexible Benefits.

ARTICLE XXII
AGENCY SHOP

Subject to the provisions set forth below, the County shall deduct and remit the LIUNA bi-weekly service fees or dues, as appropriate, for fee payers/members of LIUNA.

Current employees in the unit who are now LIUNA members shall remain LIUNA members for the period of this Memorandum of Understanding. For employees who are hired on or after the effective date of this amendment, and are in a job classification within a representation unit of LIUNA covered by this Memorandum of Understanding, the County, in conformance with the provisions of Government Code Section 3508.5(b), shall deduct the payment of service fees to LIUNA from the employees' biweekly paychecks. Furthermore, employees hired on or before July 2, 1986, shall, effective January 1, 2003, become a member of LIUNA or, pursuant to the provisions of Government Code Section 3508.5(b) the County shall automatically deduct the payment of service fees to LIUNA from the employees from the employee's biweekly paycheck

Dues withheld by the County shall be transmitted to the LIUNA Officer designated in writing by LIUNA 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 LIUNA or pay the equivalent of LIUNA dues during the term of this Memorandum of Understanding shall constitute, generally, just and reasonable cause for termination. The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

No unit member shall be required to join LIUNA 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 LIUNA 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 Code (IRC), chosen by the employee.

Whenever a unit member shall be delinquent in the payment of dues or fees, LIUNA 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 Employee Relations Director. In the event the unit member fails to cure said delinquency, LIUNA 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.

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

LIUNA 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.

LIUNA's indemnity obligation is more fully set forth as follows: LIUNA 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, LIUNA 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 comprised, resisted, defended, tried or appealed. Any such decision on the part of LIUNA shall not diminish LIUNA's indemnification obligations under this Memorandum.

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

LIUNA upon its compromise or settlement of such action, shall immediately pay the parties for such action all sums due under such settlement or compromise. LIUNA, 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.

ARTICLE XXIII UNIFORMS

The County supplies uniforms up to \$11.00 per month for Automotive Mechanic I, II, and III, Automotive Service Worker, and Equipment Parts Helper. Uniforms are supplied for the class of Equipment Maintenance Worker, Maintenance Painter, and for those employees whose primary function is water treatment or air conditioning equipment service in the classes of Building Maintenance Mechanic and Maintenance Worker.

A. Uniforms for County Transportation Department Employees:

Applicability - The provisions of this agreement shall apply only to Regular employees of the Riverside County Transportation Department in the classifications described in Attachment I.

General Provisions - Subject to the terms and conditions set forth herein, the County's Transportation Department shall provide uniforms, at no cost to the employee, to each employee assigned to a position in one of the job classifications described in Attachment I. It is the County's intent to enter in an agreement with a

uniform service to provide a total of eleven (11) uniforms to each affected employee. The color and material of such uniforms shall be the same for all employees and no deviations shall be permitted unless prior written approval is granted by the Director of Transportation. The single color and material of such uniforms shall be based upon alternatives presented by the County and selected by a majority vote of the affected employees. It is further understood that:

1. The wearing of shorts, is prohibited; and,
2. Orange vests must be worn as required by State law and/or Departmental Policy if the selected shirt color is other than orange.

Implementation – Upon formal approval by LIUNA and the Board of Supervisors, the Transportation Department shall, pursuant to applicable County procedures, enter into an agreement with a uniform supplier it deems capable of providing the necessary uniforms and services. It is understood and agreed that the County retains sole discretion in determining the choice of uniform supplier but will, however, establish a procedure for employees to provide feedback to the Department regarding the provider's performance. The parties further understand and agree that:

1. The initial distribution of uniforms will commence as soon as possible after approval of this agreement by both parties. It is understood that delays may be experienced in providing uniforms to employees assigned to remote work locations.
2. Two weeks after the completion of the initial uniform distribution to all employees covered under the provisions of this agreement, such employees shall be required to wear their County supplied uniforms.
3. The Transportation Department shall establish procedures, including procedures for employees assigned to remote locations, for the weekly exchange of soiled for laundered uniforms.
4. The parties agree to meet within ninety (90) days after the completion of the initial uniform distribution referenced in (1.) above to review the program. Additional meetings may be scheduled by mutual agreement of the parties.
5. The Transportation Department reserves the right to terminate or revise this program one (1) year after its implementation if, after meeting with the Union, it is determined that it has failed to meet its objective(s) or that such cancellation or revision is in the Department's and/or employees' best interest(s).

ATTACHMENT I

<u>Class Code</u>	<u>Class Title</u>
66501	Bridge Crew Worker
54415	Construction Crew Cook
66502	Crew Lead Worker
97431	Engineering Technician I (Materials Lab Only)
97432	Engineering Technician II (Materials lab Only)
66511	Equipment Operator I
66512	Equipment Operator II
62931	Equipment Tire Installer
62951	Garage Attendant
62141	Gardener
66451	Heavy Equipment Mechanic
66504	Lead Bridge Crew Worker
62932	Lead Equipment Tire Installer
66582	Lead Traffic Control Painter
66592	Lead Tree Trimmer
66529	Maintenance and Construction Worker
62901	Mechanic's Helper
97453	Principal Survey Technician
97433	Senior Engineering Tech. (Materials Lab Only)
66513	Senior Equipment Operator
66455	Senior Heavy Equipment Mechanic
97382	Senior Traffic Signal Tech.
66580	Sign Maker
97452	Survey Instrument Technician
97450	Survey Technician
66506	Truck & Trailer Driver
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Trans. Warehouse Worker I
15822	Trans. Warehouse Worker II
66591	Tree Trimmer
66441	Truck Mechanic
62791	Welder

B. Summer Dress Policy for Transportation Department Employees:

Applicability: The provisions of this agreement shall apply only to Regular employees of the Riverside County Transportation Department in the classifications described in Attachment I

General Provisions:

1. Beginning June 1 and ending September 30 of each year, employees of the Transportation Department will be permitted to wear T-Shirts to work instead of their assigned uniform shirts.

2. The Transportation Department will establish an account at a vendor and will pay all costs associated with the account set up as well as any costs associated with the set up of the graphics that will be displayed on the T-Shirts.
3. The T-Shirts will be purchased at the employees' expense from the vendor and the employee will be responsible for cleaning the T-Shirts.
4. The T-Shirts must be a Hanes "Beefy Tee" or equivalent and the only symbol or writing permitted on the T-Shirt is the Transportation logo and employee's name (any other symbols or writing on a T-Shirt will be deemed a violation of this provision). The Transportation Department will provide the graphics for the logo to the vendor.
5. The colors of the T-Shirts will be the same color of the current uniform provided for the employees' respective work assignments (e.g., employees working in the Garage will wear the same or similar color blue T-Shirts as their blue uniforms).
6. Employees will only be permitted to wear the Transportation T-Shirts to and from work.
7. Management will monitor the condition of the T-Shirts and will reserve the right to determine when a T-Shirt is no longer fit to be worn at work.
8. All Transportation Department employees are still required to wear the appropriate uniform and/or gear while performing safety sensitive duties.

Uniforms - Riverside County Department of Fire Protection. The County shall provide an allowance for uniforms not to exceed \$475.00 per employee annually to be administered by the Riverside County Department of Fire Protection. The employees shall not be given a money allowance, but shall be supplied with a uniform. All parts of the uniform, furnished or replaced by the County, remain the property of the County, and upon termination shall be returned to the Fire Department or an appropriate amount shall be deducted from the employee's final check.

Damaged or deteriorated parts of departmentally issued or replaced uniforms, caused by normal wear or events in the line of duty, shall be repaired or replaced upon written approval by the Fire Chief or a designee.

The following classifications in the Riverside County Department of Fire Protection shall be entitled to uniforms:

<u>Name</u>	<u>Class Code No.</u>	<u>Representative Unit</u>
Fire Safety Specialists	37872	Inspection & Technical
Fire Prevention Technician	37870	Inspection & Technical
Fire Systems Inspector	37873	Inspection & Technical
Heavy Equipment Mechanic	66451	Trades, Crafts & Labor
Mechanic's Helper	62901	Trades, Crafts & Labor

Public Safety Communications Officer I	13806	Supporting Services
Public Safety Communications Officer II	13807	Supporting Services

Heavy Equipment Mechanics and Mechanic's Helpers shall not be entitled to a cleaning allowance which is allowed for other Heavy Equipment Mechanics and Mechanic's Helpers.

Cleaning Allowance. Effective as soon as possible, the County shall supply uniforms for the classification of Cook-Detention, Class No. 54420, in the Probation Department. The cost of the cleaning allowance shall not exceed \$800.00 annually which shall be absorbed within the Probation Department's target budget.

Permanent employees in the Senior Animal Control Officer, Animal Control Officer, Animal License Inspector and Animal Control Trainee classes, so long as they are required to wear uniforms in the performance of their duties, will be provided five (5) uniforms, each consisting of a shirt and pants. Worn out or damaged uniforms, as determined by the Department Head, may be replaced by turning in the worn out or damaged article. All uniforms purchased by the County shall be returned by the employee upon termination.

Permanent employees working for the Riverside County Regional Medical Center in the following classifications will be provided four (4) shirts and two (2) pants. Worn out or damaged shirts and pants as determined by the department, may be replaced by turning in the worn out or damaged article. All shirts and pants purchased by the County shall be returned by the employee upon termination.

Food Service Worker
Senior Food Service Worker
Cook
Sr. Cook
Cook Assistant
Baker
Coffee Shop Cook
Supervising Cook
Housekeeper - shall be entitled to four (4) shirts and three (3) pants.

Uniforms - County Correctional Facilities (Trades, Crafts and Labor Unit) If uniform shirts are required to be worn by bargaining unit personnel working in a correctional facility the department shall provide three (3) shirts to each employee. The wearing of such shirts shall be mandatory. The department shall select the shirts and identifying patches. All shirts purchased by the department shall be returned by the employee upon termination. All employees in the classification of Coroner Technician shall have their scrubs laundered by the Sheriff's Department.

Uniforms – Waste Management

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

Classification	County LIUNA Job Code	Annual Allowance
Maintenance & Construction Worker	66529	\$200
Equipment Operator I & II	66511/66512	\$200
Senior Equipment Operator	66513	\$200
Landfill Safety Monitors	66575	\$220
Laborer	62202	\$200
Crew Lead Workers	66502	\$200
Haz Waste Inspector	73561/73562	\$500
Senior Haz Waste Inspector	73563	\$500
Auto Mechanic II	66411	\$200
Heavy Equipment Mechanic	66451	\$200
Senior Heavy Equipment Mechanic	66455	\$200
Truck Mechanic	66411	\$200
Mechanic Helper	62901	\$200
Equipment Parts Helper	15824	\$200
Equipment Maintenance Workers	62920	\$200

ARTICLE XXIV
TOOLS

Stolen Tools The County Transportation Department, Purchasing and Fleet Services Department, Waste Management Department, Flood Control, Riverside County Regional Medical Center (RCRMC), and Sheriff's Department will provide and designate a place for the safekeeping and storage of employees' work tools. An employee in one of the following classes, and assigned to the listed department who utilizes the locked storage area and whose tools (not including power tools) are stolen will be reimbursed up to \$10,000.00 per incident for the fair market value of the tools stolen in excess of \$100.00 provided a prompt report of the theft is made to the police:

Fleet Services		Flood Control	
Mechanics Helper		Heavy Equipment Mechanic	
Senior Heavy Equipment Mechanic		Mechanics Helper	
Automotive Mechanic I, II, III, III-Cert		Senior Heavy Equipment Mechanic	
Automotive Services Worker		Truck Mechanic	
Sr. Automotive Mechanic		Automotive Mechanic I, II, III	
		Sr. Automotive Mechanic	
RCRMC		Waste Management	
Maintenance Plumber		Heavy Equipment Mechanic	
Maintenance Carpenter		Mechanics Helper	
Maintenance Electrician		Senior Heavy Equipment Mechanic	
Boiler Mechanic		Truck Mechanic	
A/C Mechanic		Automotive Mechanic I, II, III	
Maintenance Mechanic		Sr. Automotive Mechanic	
Transportation Department		Sheriff's Department	

Heavy Equipment Mechanic
Maintenance Mechanic
Mechanics Helper
Senior Heavy Equipment Mechanic
Truck Mechanic
Machinist/Welder
Lead Machinist Welder

Aircraft Mechanic

All tools must be marked with an appropriate identifying mark as determined by the County and listed on an inventory given by the employee to the Department Head or his designee prior to their theft in order for the employee to be entitled to the reimbursement. In any event, no employee shall lose his or her employment solely due to the theft of tools from a County facility or vehicle.

Tool Allowance

Effective July 20, 2006, the County will provide a reimbursement allowance of \$250 per employee per calendar year for the purchase of new tools for all the above listed classifications. [Note: Details concerning reimbursement process to be worked out at a later date.]

ARTICLE XXV LIUNA PENSION

Effective June 30, 2003, the County shall make a biweekly contribution to the Laborer's National (Industrial) Pension Fund of ten cents (\$0.10) for each hour for which a Regular Employee covered by this MOU is paid. The County and the Local agree to be bound by and comply with the Fund's Agreement and Declaration of Trust, as may be amended from time-to-time. The Local and the County agree to the Special Participation Agreement between LIUNA and the County of Riverside, that sets forth certain special terms and conditions for participation in the Fund by County employees, among other provisions. The Local 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, except to the extent that such liability arises from the acts or omissions of the County (such as delinquency in making contributions).

Effective date of ratification by the parties, the parties agree to terminate participation in the LIUNA pension plan and such plan shall be eliminated from the MOU. The County shall be responsible for the actuarial costs associated with the wind-up of the plan.

ARTICLE XXVI SEPARABILITY

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

shall remain in full force and effect.

ARTICLE XXVII
LABOR-MANAGEMENT COMMITTEE

The County agrees to a Labor-Management Committee, that will meet County-wide, as well as a Sub-Committee that will be bargaining-unit specific, and will meet monthly and take up such issues as Safety, Dress Code, Working out of Classification, Parking, as well as issues of concern to County workers such as telecommuting options, flexible scheduling, work-family, and job security. The Union shall be allowed no more than three employees per bargaining unit to attend such meetings with release time.

ARTICLE XXVIII
COMPENSATION AND BENEFIT INCREASES

Section 1. Wage Increases

A. General Wage Increase:

1. Effective July 20, 2006, the positions not specifically mentioned in subparagraphs (B)(i)(ii)(iii) below shall receive a 4.0% wage increase to their base salaries.

In addition to the general 4.0% wage increase effective July 20, 2006, the following classifications will also receive the following wage adjustments:

Job Code	Classification	Wage Increase
13419	Eligibility Services Clerk	5.9%
13439	Human Resources Clerk	5.5%
73504	Sr. Animal Care Technician	11.2%
13806	Public Safety Communications Officer I	4.36%
13807	Public Safety Communications Officer II	7.54%

2. Effective the July 5, 2007, the classifications covered under this agreement shall receive a 2.5% wage increase to their base salaries.
3. Effective May 8, 2008, one additional step shall be added to the salary ranges for the classifications covered under this agreement.
4. Effective the July 5, 2008, the classifications covered under this agreement shall receive a 2.5% wage increase to their base salaries.
5. Effective May 7, 2009, one additional step shall be added to the salary ranges for the classifications covered under this agreement.
6. Effective the July 5, 2009, the classifications covered under this agreement shall receive a 2.5% wage increase to their base salaries.

7. Effective May 6, 2010, one additional step shall be added to the salary ranges for the classifications covered under this agreement.

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

B. Recruiting/Retention Issues

1. To address recruiting/retention issues, effective July 20, 2006, the following classifications shall receive a 5.5% increase to their base salaries:

Job Code	Classification
62952	Automotive Services Worker
66406	Automotive Mechanic I
66411	Automotive Mechanic II
66412	Automotive Mechanic III
66405	Automotive Mechanic III-Cert
66410	Sr. Automotive Mechanic
37531	Forensic Technician II
37532	Forensic Technician III
98550	Forensic Specialist II
37537	Fingerprint Examiner I
37538	Fingerprint Examiner II
37498	Coroner Technician
57771	Medical Therapy Unit Aide
37870	Fire Prevention Technician
37873	Fire Systems Inspector
37872	Fire Safety Specialist
98572	Environmental Health Techs I
98573	Environmental Health Techs II
54420	Correctional Cook
54402	Correctional Baker
54453	Correctional Sr. Food Service Worker
13602	Eligibility Technician II
13603	Eligibility Technician III
79786	Victim Witness Claims Technician
79783	Sr. Victim Witness Claims Technician

2. To address recruiting/retention issues, effective July 20, 2006, the incumbents of the Laundry Worker classification working in the Sheriff's Department detention facilities will be reclassified to "Sheriff Laundry Worker," and the incumbents of the Office Assistant II and III classifications working in the Sheriff's Internal Service Bureau (ISB) will be reclassified to "Sheriff Warrants Assistant" and shall receive an 11% increase to their base salaries.

3. To address recruiting/retention issues, effective January 4, 2007, the following classifications shall receive a 5.5% increase to their base salaries:

Job Code	Classification
37531	Forensic Technician II
37532	Forensic Technician III
98550	Forensic Specialist II
37537	Fingerprint Examiner I
37538	Fingerprint Examiner II
37498	Coroner Technician
98572	Environmental Health Techs I
98573	Environmental Health Techs II
54420	Correctional Cook
54402	Correctional Baker
54453	Correctional Sr. Food Service Worker

Section 2. Flexible Benefits

- A. Effective the pay period beginning November 9, 2006 (pay date of 12/6/06), the County's Flex Contribution shall increase by \$22.46 per employee per month to \$590.46 per month (\$295.23/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.
- B. Effective the pay period beginning November 8, 2007 (pay date of 12/5/07), the County's Flex Contribution shall increase by \$22.46 per employee per month to \$612.92 per month (\$306.46/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.
- C. Effective the pay period beginning November 6, 2008 (pay date of 12/3/08), the County's Flex Contribution shall increase by \$22.48 per employee per month to \$635.40 per month (\$317.70/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.
- D. Effective the pay period beginning November 5, 2009 (pay date of 12/2/09), the County's Flex Contribution shall increase by \$22.48 per employee per month to \$657.88 per month (\$328.94/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

Section 3. Other

- A. Effective July 1, 2004, the County will contribute \$0.01 per hour, for employees covered under the provisions of this Memorandum of Understanding, for all regular hours compensated, to be allocated to the LIUNA Health and Safety Fund.
- B. For employees covered under the provisions of this Memorandum of Understanding on July 11, 2002, the County shall pick-up the one percent additional employee PERS contribution required for the 3% @ 60 retirement plan. Except for employees

who promote, demote, or transfer into a LIUNA represented classification and were previously receiving this one percent pick-up under another Memorandum of Understanding with Riverside County, or the Management Resolution, all other employees shall be required to pay the additional one percent employee contribution until the completion of five years of County service as provided under Article VI, Section 2 (PERS Contributions).

- C. The parties acknowledge that the original increases of \$2.50 per pay period effective (which was increased to \$3.20 in the 2000-2003 MOU) has been reflected as part of represented employees' base salary in the publicly available salary schedules for LIUNA members since March 17, 1998 and that it will continue to be part of represented employees' base salary hereafter; making the reference cited in paragraph 1 above unnecessary.

The parties further acknowledge that the \$2.50 per pay period increases to base salaries was neither intended to be quid quo trade for the LIUNA membership surrendering the birthday holiday nor an increase in compensation in lieu of a birthday holiday.

ARTICLE XXIX UNION RIGHTS

Section 1. Bulletin Boards. Space will be made available to LIUNA on departmental bulletin boards within representation unit provided such use is reasonable. Notices shall be dated and signed by a LIUNA representative. The privilege does not extend to the individual members of an organization. The posting and removal of bulletin board material must be maintained in a timely fashion. The 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 LIUNA with one separate payroll deduction code for insurance related deductions.

Section 3. Workforce Exchange.net: Workforceexchange.net shall be made available to LIUNA for communications with its members.

Section 4. 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 LIUNA bargaining unit specific Labor/Management Committee.

Section 6. Education and Training Release Time: Effective January 1, 2003, County

agrees to release LIUNA represented employees for Union related education and training activities not to exceed an aggregate total of 20 minutes per represented employee per calendar year. Time spent training Worksite Representatives 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.

Section 7. LIUNA Meeting Notices. Effective July, 2000, the County intends to distribute a bi-monthly (every two months) newsletter to County employees with their County paychecks. LIUNA shall be permitted to include a notice of their membership and related meetings in such newsletter. In the event the County fails to create and distribute such newsletter, effective August 1, 2000, LIUNA shall be permitted, once each quarter (every three months) to distribute a notice of membership and related meetings to its represented employees with County paychecks.

Section 8. Release Time for Representatives. Up to three County employees, who are members of the LIUNA Board of Directors, shall be entitled to be released on one day per month for the purpose of traveling to and attending the monthly LIUNA Board of Directors meeting. Employee(s) whose regular County work site is located in or east of the Coachella Valley shall be entitled to six hours of release time. The remaining representatives shall be released for three hours. Any hours used to attend such Board meeting 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.

ARTICLE XXX
DRESS CODES

The Union shall have the right to bring up Dress Code issues to the Labor Management committee 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 that were in effect as of June 23, 1993, shall continue in effect for the term of this Memorandum unless modified in accordance with the following.

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

ARTICLE XXXI
UNPAID PERSONAL DAYS

Section 1. Unpaid Personal Days. During the term of this MOU, all employees must take no fewer than 208 hours of unpaid personal leave.

- A. Effective the first pay period following ratification, in year one (1) of the MOU (fiscal year 2010/11), all employees shall be required to take a minimum of five (5) hours of unpaid personal leave per pay period or a minimum of 120 hours of unpaid personal leave in that year. If an employee takes more than the minimum number of hours in the first year and has surplus hours, they may credit such hours to the

second year.

- B. In year two (2) of the MOU (fiscal year 2011/12), a further four (4) hours of unpaid personal leave per pay period shall be required to be taken by each employee or, in the alternative, a minimum of 88 hours of unpaid personal leave must be taken during that second year period.
- C. In all cases, such unpaid personal days must be approved and scheduled in advance with the employee's department head. Subject to Department approval, the employee may elect to take their leaves in one (1) or two (2) consecutive periods in each year. LIUNA represented employees working in Departments / Districts which are 100% funded by sources outside of the general fund as of the date of this agreement shall be exempted from the requirements of this provision. In no event shall any employee be required to take more than 208 hours of unpaid personal days during the term of the MOU. In any event the employee shall not be penalized for the failure of management to regulate unpaid personal days.

Rollover of Balance Owed on 120 Hours of Unpaid Personal Days (Leave) Obligation in Fiscal Year 2010/11 into Fiscal Year 2011/12. The parties agree that in consideration of this agreement to rollover the unmet portion of the one hundred twenty (120) hour Unpaid Personal Leave obligation in FY 2010/11, the parties will do the following:

The County Will:

- Not require LIUNA members to take more than the required five (5) hours per pay period to meet their minimum one hundred and twenty (120) hour obligation for FY 2010/11 by June 30, 2011.
- Calculate the proration due to employee's Date of Hire and time off due to Worker's Compensation and/or Disability, and offset their obligation for FY 2010/11 accordingly.
- Not penalize employees when it is evident that Management has failed to regulate the Unpaid Personal Days (Leave).
- Not require any LIUNA represented employees to take more than the requisite two hundred and eight (208) hour total in unpaid personal days as specified in the current MOU.

LIUNA Will:

- Agree that all members who have deliberately avoided meeting their Unpaid Personal Days (Leave) obligation for FY 2010/11 shall rollover the unmet portion of that obligation and contribute the balance owed by December 31, 2011, AND
- Agree that the portion of the agreement between LIUNA and the County regarding Unpaid Furlough Days, which pertains to FY 2011/12, remains in full effect.

Section 2. Voluntary Unpaid Personal Days. Employees will be permitted to take

additional unpaid personal days beyond the mandatory unpaid personal days required herein. Supervisors and managers are encouraged to approve these requests unless operational needs preclude them from doing so.

ARTICLE XXXII
FAIRNESS AGREEMENT

It is agreed that LIUNA members shall receive the same across the board wage and/or benefit increases that SEIU members receive during the term of the MOU. It is understood and agreed, however, that this provision does not apply to the restoration of any previously negotiated entitlements including wages, flexible benefit contributions, 401(a) contributions, step (merit) increases or any other term and/or condition of employment that had been deferred, imposed or negotiated in prior or future MOUs.