

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

113



FROM: Human Resources Department

SUBMITTAL DATE:
December 14, 2010

SUBJECT: Approval of the Final 2010-2011 Memorandum of Understanding with Service Employees International Union (SEIU), Local 721 and the County of Riverside

RECOMMENDED MOTION: That the Board of Supervisors approve the final July 1, 2010 through June 30, 2011, Memorandum of Understanding (MOU) between the Service Employees International Union (SEIU), Local 721 and the County of Riverside (Attachment "A").

BACKGROUND: On June 8, 2010, the Board approved the Tentative Agreement for a new twelve (12) month MOU, covering July 1, 2010 through June 30, 2011. As part of the agreement the parties agreed to setup a subcommittee to cooperate in 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.

Barbara A. Olivier
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:	2010/11

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*
Elizabeth J. Olson
County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 11, 2011
xc: HR, SEIU, Local 721

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 6/8/2010; 3.40 | **District:** ALL | **Agenda Number:**

3.52

Departmental Concurrence

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

MEMORANDUM OF UNDERSTANDING

2010 – 2011

COUNTY OF RIVERSIDE

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721**

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DEFINITIONS

ADA shall mean the Americans with Disability Act of 1990

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

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

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

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

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

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

FEHA shall mean the California Fair Employment and Housing Act.

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

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

IRS shall mean the United States Internal Revenue Service.

MOU shall mean the Memorandum of Understanding.

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

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

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

PERB shall mean the California Public Employment Relations Board.

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

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

Post Employment Program shall mean the VEBA and Special Pay plan(s) available to qualifying employees upon leaving County service.

Position shall mean any office or employment to which a group of duties and responsibilities is assigned or delegated by competent authority, the performance of which requires the full time or part time employment of one (1) person.

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

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

RCRMC shall mean the Riverside County Regional Medical Center.

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

Regular employee shall mean a holder of a regular position.

Regular position shall mean a position established pursuant to Ordinance #440 on an ongoing basis, as distinct from a seasonal or temporary position.

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

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

SEIU shall mean the Service Employees International Union, Local 721.

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

Temporary employee shall mean an employee who is not a regular or seasonal employee.

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

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

ARTICLE 1
TERM

Section 1. Term

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County), the Waste Resources Management District and the Regional Park & Open Space District (hereinafter referred to as Districts) and the Service Employees International Union, Local 721, (hereinafter referred to as SEIU) as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This MOU is in effect from July 1, 2010, to midnight, June 30, 2011. 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/the Regional Park & Open Space District Board/the Waste Resources Management Board.

Section 2. Successor Agreement

In the event SEIU desires to negotiate a successor Memorandum of Understanding, SEIU shall serve on the County, during the period of January 1 and February 1 prior to the expiration of the current MOU, its full and written request to commence negotiations for such successor MOU.

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

ARTICLE 2
RECOGNITION

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

County of Riverside:

- A. Para-Professional Unit
- B. Professional Unit
- C. Registered Nurses Unit
- D. Supervisory Unit

County of Riverside Waste Resources Management District:

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

County of Riverside Regional Park & Open-Space District:

- A. General
- B. Supervisory

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

Be it agreed that all terms of the Collective Bargaining Agreements listed in MOU's for bargaining units listed above will remain in full force and be added to this MOU in appropriate sections or new sections of this MOU unless changed during the 2010 bargaining process.

ARTICLE 3
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

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

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

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

Where Management makes any changes in working conditions because of the requirements of Federal or State law, the 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 MOU.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors or the Regional Park & Open Space District Board or the Waste Resources Management Board.
- E. The County/District retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.

The County/District also retains the sole right to administer the Local Merit System, to classify or reclassify positions, add or delete positions or classes; to establish standards for employment, promotion, and transfer of employees; to establish and enforce safety measures to protect employee and/or the public; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, contract out and/or transfer work out of the unit, and to relieve its employees from duty for lack of work or other legitimate reasons. The County/District retains the right to be the sole judge of the qualifications and competence of its officers and employees.

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

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

ARTICLE 4
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

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

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

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

Example of Flex Schedule:

M	T	W	Th	F		M	T	W	Th	F
9	7	10	6	8 = 40 Hours		12	8	9	7	4 = 40 Hours

80 TOTAL HOURS BI-WEEKLY

Flex schedules shall be made available under the following conditions:

1. Overtime shall be earned and compensated under this section according to the provisions of Section 2 of this Article.
2. In order for an employee to be under the flex hours provision, they must continue to maintain the work load assigned within the work period. The department/district may establish core hours of work. In addition, employees must agree to clear their schedule to attend staff meetings, training classes or any other meetings or events that the department requires the employee to attend. It is mandatory for an employee to follow reporting requirements of the department/district and any other

requirement in the department's/district's policy, procedures and handbook. It is incumbent on the employee to keep abreast of all events that affect their schedule.

3. Probationary employees and employees who do not meet the required work standard where closer supervision is necessary shall not be eligible for the flex hours scheduling.
4. Should a grievance be filed against the department/district for the removal of an employee from this flex schedule the burden of proof is upon the employee to show that the department/district did not have cause for such action. Cause is based on failure of the employee to follow conditional requirements stated in this memorandum. Removal from the flex time schedule shall not be interpreted as disciplinary action.
5. At their discretion, Registered Nurses and Licensed Vocational Nurses in RCRMC and RCRMC related areas may maintain their 3/12 schedules. Such schedules will be treated as full time positions for the purpose of all benefits in accordance with the other provisions set forth in the MOU.
6. At their discretion, classifications in the clinics may maintain 4/10 schedules.
7. Alternate schedules requested by employees in any other classification within any other department shall not be unreasonably denied.
8. Appeal of Denial: If an employee believes their request to work an alternate or flex work schedule has been unreasonably denied, they may appeal the denial to the County Human Resources Director for final determination.

Special Provision: The Union agrees to meet and consult on this issue if the County reports the workload created by this appeal process becomes unmanageable.

- C. Command Post Schedules. A Command Post provides off hours emergency response services by Children Social Services Workers and Supervisors. The department shall regularly review the Command Post to ensure that it is providing a quality, cost effective solution to the off duty hours emergency response needs of the County. The department reserves the right to determine the work assignments for Command Post staff. However, the general focus of the Command Post is after-hours emergency response for the purpose of reducing the burden of on call duty for other departmental staff. The following conditions apply to all employees that are assigned to the Command Post:

1. Employees not working the third or weekend shifts shall be scheduled for forty (40) straight time hours as follows:
 - a. Regular Shift: Monday to Thursday from 3:00 p.m. until 1:00 a.m.
 - b. On Call Duty: Four (4) on-call duty shifts of six and one half (6 ½) hours each week. Generally employees will be scheduled for on-call duty shifts Monday to Thursday from 1:00 a.m. until 7:30 a.m. the following morning. However, the four (4) weekly on-call duty shifts may be scheduled on other days or times during the week to meet departmental staffing needs.
2. Third Shift. Employees assigned to the Command Post third shift will be assigned a 4/10 work schedule, Monday through Thursday, the hours of which will be determined by the department.
 - a. Employees assigned to the Command Post third shift shall receive a meal allowance of ten dollars (\$10.00) for each shift actually worked.
3. Weekend Shift. Employees assigned to the Command Post weekend shift will be assigned a 3/12 work schedule, Friday through Sunday, the hours of which will be determined by the department, plus a floating four (4) hour shift each week, Monday through Thursday, at a time to be determined between the employee and his/her supervisor.
 - a. Employees assigned to the Command Post weekend overnight shift shall receive a meal allowance of ten dollars (\$10.00) for each shift actually worked.
4. The alternative shift configuration for the Command Post may be changed at the discretion of the department to meet staffing needs including, but not limited to, the configuration of the hours of work, the start and stop times for the regular shifts, and the days of work during the week according to the provisions of Section 1(B) of this Article.
5. Completing Court Reports. Any employee in the Command Post who is required to complete a court report as the result of an emergency response shall complete the court report immediately following the emergency response or during the next regularly scheduled work shift. If it is not possible to complete the court report immediately following the emergency response, and the report is due prior to the commencement of the next regularly scheduled work shift, then the employee shall request and obtain permission from his/her supervisor to complete the report on non-scheduled time. Payment for such non-scheduled time shall be made in accordance with the MOU or any amendments thereto.

6. Assignment to Command Post. Assignments to and removal from the Command Post will be made at the discretion of the Department/district Head or his/her designee. Such decisions are not subject to either the grievance or disciplinary appeal procedures in the MOU and cannot be made or interpreted as disciplinary action. Employees assigned to the Command Post may also request reassignment from the Command Post in accordance with the department's normal procedures. Reassignment will be made as quickly as possible following receipt of the request from the employee.
7. Employees shall be given an opportunity to express their interest in an assignment to the Command Post and the department will maintain a list of interested employees and attempt to staff the Command Post from the list of interested employees. If an insufficient number of employees signify interest in the Command Post, or if the employees on the list do not meet the staffing requirements of the department, the department reserves the right to assign employees to the Command Post to ensure full and appropriate staffing levels.
8. The County reserves the right to amend or revise the rules described herein with respect to the Command Post to create a more effective Command Post model and/or discontinue the Command Post program, subject to any meet and confer obligations with SEIU regarding the effects of such decisions. Notice for changes to the shift patterns of the Command Post will be provided prior to the implementation of any change according to the work schedule requirements of this MOU.

Section 2. Overtime

- A. Overtime. Except as set out in paragraph C below, the County/District shall pay overtime at one and one-half (1½) times their FLSA regular rate of pay for all hours approved and actually worked over forty (40) hours in a work week, or for work performed when the employee is required to meet an emergency or is in a stand-by or call duty status. It does not include regularly scheduled work on a paid holiday.
 1. Fire/Sheriff Communications and Sheriff Records/Warrants Supervisors Classifications. If as a result of a designated staffing shortage, employees are required to work an extra shift or shifts beyond their regular shift pattern, they shall be paid at one and one-half (1½) times their FLSA regular rate of pay. This provision applies only to extra shift(s) or shift extension(s) that are identified on the schedule or given as mandatory work assignments and does not apply to other voluntary work assignments taken by the employee during the workweek.

- B. Provisions. The County/District and the Union agree to meet every other month to review overtime usage.
- C. Double Time. Employees in the following classifications shall be eligible to receive overtime credit at two (2) times such actual hours for authorized overtime subject the qualifying factors set out below.

Classification:	Qualifying Factors:
1. Working at an RCRMC campus, Public Health, or Detention Health: <ul style="list-style-type: none"> • Physician Assistant-Adult Detention • Licensed Vocational Nurse – Adult Detention • Licensed Vocational Nurse I and II • Licensed Psychiatric Technician • Surgical Technician • Assistant Nurse Manager • Institutional Nurse • Interim Permit Nurse • Nursing Education Instructor • Nurse Practitioner I, II and III • Pre-Hospital Liaison Nurse • Registered Nurse I, II, III, IV or V • Senior Institutional Nurse • Supervising Institutional Nurse 	<ul style="list-style-type: none"> • all hours worked after twelve (12) hours of continuous duty, and/or • all hours worked on an extra weekend shift
2. Working at an RCRMC campus, Public Health, or Detention Health: <ul style="list-style-type: none"> • Respiratory Technician I and II • Respiratory Care Practitioner I, II • Supervising Respiratory Care Practitioner • Utilization Review Supervisor 	<ul style="list-style-type: none"> • 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 (2) 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.

This weekend requirement does not apply to Registered Nurses in the RN-W classifications who work only weekend shifts and do not qualify under this section for double time on an extra weekend shift.

Nurses in the RN-W classifications shall receive a weekend premium of five dollars (\$5.00) per hour for each weekend hour actually worked. A weekend nurse who works seventy-two (72) weekend hours every pay period shall be considered a full-time employee for purposes of flexible benefit entitlement.

- D. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the department head or by the District General Manager-Chief Engineer or a designee.

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

- E. Departmental/District Records. Each department/district 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/district copy of the attendance report for each pay period together with any subsequent correcting reports, shall be preserved and retained in a condition to be audited for the three (3) most recent full fiscal years, and thereafter until any official inquiry concerning the same has been finally concluded.

- F. 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 (1½) 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.
- G. Compensation for Overtime Work. Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit after forty (40) hours may at the election of the employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated overtime credit of

one hundred twenty (120) hours or less may be taken in compensatory time off, subject to management approval, and this method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of one hundred twenty (120) hours or less may be paid for. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid for. Overtime caused by duly authorized continuing and regular work periods longer than eighty (80) hours, or by seasonal overtime work, if authorized by the County Executive Officer in advance, shall be currently paid for.

H. 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.

I. Payment of Compensatory Time

1. Registered Nurses Unit. Any Registered Nurse who is a member of the Registered Nurse 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 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.

2. Para-Professional Unit. Any

Respiratory Care Practitioner I
Respiratory Technician I and II
Licensed Vocational Nurse I and II

Respiratory Care Practitioner II
Licensed Psychiatric Technician
Surgical Technicians

working for the Riverside County Regional Medical Center or Psychiatric Inpatient Facility 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 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.

3. Supervisory Unit. Any of the following classifications

Assistant Nurse Manager
Pre-Hospital Liaison Nurse Supv.
Supervising Clinic Site Nurse

Nursing Education Instructor
Respiratory Care Practitioner
Utilization Review Supervisor

working for the Riverside County Regional Medical Center or Psychiatric Inpatient Facility or Public Health, or any Registered Nurse who is a member of the Registered Nurse 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 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.

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

1. Any Officer, in order to perform the work of the department, district, or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates that appear to be prevailing for the type of work to be performed at the time of their employment.
2. For the same purpose, any Officer may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.
3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this MOU who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
4. The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half (1 ½) times the hourly rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

Section 3. Premium Pay

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

1. Department of Social Services. Any Social Services Worker, Children's Social Services Worker, Social Services Supervisor, Children's Social Services Supervisor or Social Services Assistant employed by the Department of Public Social Services who is placed by the department head specifically on on-call duty, while otherwise off duty shall be paid one (1) hour pay for four (4) hours of such duty beyond the regular work period in addition to the regular salary. For all such employees, notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

2. Enhanced On-Call Rate. Any Children's Social Services Worker and Children's Social Services Supervisor assigned to the Blythe, California office of the Department of Public Social Services who performs on-call duty in the circumstances outlined below shall be paid in accordance with the following schedule for all hours that they are on-call. Upon being called out this hourly rate will cease and they will be paid in accordance with the MOU, this hourly rate will resume at the completion of their call-out until the completion of their on-call duty. For all such employees, notwithstanding any prior work practice to the contrary, said compensation shall cease when the employee ends their mandatory on-call shift.

Children's Social Services Worker III	\$7.75 per hour
Children's Social Services Worker IV	\$8.00 per hour
Children's Social Services Worker V	\$8.40 per hour
Children's Social Services Supervisor I	\$8.80 per hour
Children's Social Services Supervisor II	\$9.55 per hour

The enhanced on-call rate is payable only to those employees who are placed by the department in mandatory on-call status as part of a regular rotation of such mandatory on-call assignments in the Blythe office and shall end when the employee reports to work. It is not payable for *ad hoc* on-call assignments or for voluntary on-call assignments. In those cases the usual on-call rate of one (1) hour pay for every four (4) hours of on-call work will continue to apply.

The enhanced on-call rate shall become effective in the first full pay period following the date on which the necessary adjustments to the payroll

system are made to accommodate this new on-call rate. SEIU will be notified of the effective date in advance of implementation.

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

Exceptions:

<ul style="list-style-type: none"> • Children's Social Services Worker I, II, III, IV, and V • Children's Social Services Supervisor • Licensed Vocational Nurse • Licensed Psychiatric Technician • Physician Assistant I, II • Registered Nurse I, II, III, IV, and V working at an RCRMC campus: • Radiologic Specialist I and II, and • Radiologic Technologist I and II • Respiratory Care Practitioner I, II • Respiratory Technician I and II • Supervising Respiratory Care Practitioner • Social Services Worker III, IV, and V • Social Services Supervisor • Surgical Technician 	<p>minimum credit for three (3) hours' work</p>
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C. Shift Differentials

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

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

Physician I, II, III Psychiatrist I, II, III Psychiatrist IM, IIM, IIIM

2. Evening Shift - General. County employees whose classes are not specifically mentioned below, working their regularly scheduled shift that ends after 6:00 p.m. and who perform work between the hours of 3:00 p.m. and 11:30 p.m., shall be paid a night differential of sixty cents (\$0.60) per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.

Exceptions:	Rate:
<p>(a) employees in the classifications of:</p> <ul style="list-style-type: none"> • Assistant Chief of Respiratory Therapy ♦ • Clinical Lab Scientist I, II, and Q.C. • Senior Clinical Lab Scientist • Electroencephalographic Technician • Electroencephalographic Technician Registered • Interim Permit Psychiatric Technician • Interim Permit Vocational Nurse • Occupational Therapist I, II • Physical Therapist I, II • Radiologic Specialist • Radiologic Specialist I • Radiologic Technologist I, II • Radiologic Technologist Supervisor • Respiratory Care Practitioner I, II ♦ • Respiratory Technician I and II ♦ • Senior Radiologic Technologist • Supervising Respiratory Care Practitioner ♦ 	<p>\$1.00 per hour</p> <p>♦ For employees in these classifications the evening premium starts at 5:00 p.m.</p>
<p>(b) employees in the classifications set out below working for RCRM:</p> <ul style="list-style-type: none"> • Licensed Vocational Nurse I, II ♦ • Licensed Psychiatric Technician • Surgical Technicians 	<p>\$1.10 per hour</p> <p>♦ Evening premium starts at 5:00 p.m. for LVN's working in RCRM outpatient clinics.</p>
<p>(c) employees in the classifications set out below working for RCRM or Detention Health</p> <ul style="list-style-type: none"> • Nursing Education Instructor • Physician Assistant-Adult Detention 	<p>\$1.60 per hour</p>
<p>(d) employees in the classifications set out below working in any Riverside County outpatient clinic:</p> <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV or V 	<p>\$1.60 per hour</p> <p>NOTE: Evening premium starts at 5:00 p.m. for employees in these classifications working at an RCRM outpatient clinic.</p>
<p>(e) employees in the classifications of:</p> <ul style="list-style-type: none"> • Clinical Pharmacist • Pharmacist • Senior Clinical Pharmacist • Senior Pharmacist 	<p>\$1.70 per hour</p>
<p>(f) employees in the classifications set out below working</p>	<p>\$2.00 per hour</p>

for RCRMC Main Campus or Detention Health <ul style="list-style-type: none"> • Assistant Nurse Manager • Institutional Nurse • Interim Permit Nurse • Nurse Practitioner I, II, and III • Pre Hospital Liaison Nurse • Registered Nurse I, II, III, IV, and V • Senior Institutional Nurse • Supervising Institutional Nurse 	
(g) employees in the classifications set out below working at the RCRMC Arlington Campus: <ul style="list-style-type: none"> • Assistant Nurse Manager • Interim Permit Nurse • Registered Nurse I, II, III, IV, and V 	\$4.00 per hour
(h) employees in classifications working for the Regional Park & Open-Space District	\$1.05 per hour

3. Night Shift – General. County employees whose classes are not specifically mentioned below working their regularly scheduled shift that ends after 11:00 p.m. and who perform work between the hours of 11:00 p.m. and 7:30 a.m. shall be paid a night differential of one dollar twenty cents (\$1.20) per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

Exceptions:

(a) employees in the classifications set out below: <ul style="list-style-type: none"> • Interim Permit Psychiatric Technician • Interim Permit Vocational Nurse • Licensed Vocational Nurse I, II • Licensed Psychiatric Technician • Surgical Technicians • Assistant Chief of Respiratory Therapy • Supervising Respiratory Care Practitioner • Respiratory Care Practitioner I, II • Respiratory Technician I and II • Electroencephalographic Technician • Electroencephalographic Technician Registered • Radiologic Specialist • Radiologic Specialist I • Radiologic Technologist I, II • Radiologic Technologist Supervisor • Senior Radiologic Technologist • Clinical Lab Scientist I, II, and Q.C. 	\$1.55 per hour
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<ul style="list-style-type: none"> • Senior Clinical Lab Scientist 	
(b) employees in the classifications set out below working for RCRMC or Detention Health <ul style="list-style-type: none"> • Nursing Education Instructor • Nurse Practitioner I, II and, III • Physician Assistant-Adult Detention 	\$2.45 per hour
(c) employees in the classifications set out below working in any Riverside County outpatient clinic: <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV or V 	\$2.45 per hour
(d) employees in the classifications set out below: <ul style="list-style-type: none"> • Pharmacist • Senior Pharmacist • Clinical Pharmacist • Senior Clinical Pharmacist 	\$2.75 per hour
(e) employees in the classifications set out below working for RCRMC or Detention Health <ul style="list-style-type: none"> • Nurse Practitioner I, II, and III 	\$3.00 per hour
(f) employees in the classifications set out below working at any RCRMC campus or Detention Health: <ul style="list-style-type: none"> • Assistant Nurse Manager • Interim Permit Nurse • Registered Nurse I, II, III, IV, and V • Institutional Nurse • Pre Hospital Liaison Nurse • Senior Institutional Nurse • Supervising Institutional Nurse 	\$5.00 per hour
(g) employees in classifications working for the Regional Park & Open-Space District	\$1.85 per hour

4. Command Post Shift Differentials. All employees assigned to the Command Post, who otherwise qualify, shall be paid an additional \$0.60 per hour evening shift differential (for a total of \$1.20 per hour) for all hours actually worked between 3:00 p.m. and 11:00 p.m.

Employees assigned to the Command Post shall be paid an additional \$0.30 per hour night shift differential (for a total of \$1.50 per hour) for all qualifying hours actually worked after 11:00 p.m. to 10:00 a.m.

All employees assigned to the Command Post during regular day shift hours (10:00 a.m. – 8:00 p.m.) who otherwise qualify, shall receive \$1.00 per hour for all hours actually worked between 10:00 a.m. and 3:00 p.m.

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

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

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

- E. Special Assignments. All Registered Nursing personnel assigned to a specialty care area as a primary unit must meet the unit certification requirements within twelve (12) months after assignment to a specialty unit, unless otherwise indicated.

1. Specialty Requirements. To be eligible for a specialty differential an employee (a) must work in specialty areas as follows: ICU, PACU, Peds ICU, Emergency Room, Operating Room, Neonatal Intensive Care Nursery, Labor and Delivery, PCU and Psychiatry; and (b) must have completed the course(s) required to qualify for critical care differential. Course requirements for each unit are indicated below.

Specialty Requirements

UNIT	REQUIREMENTS
Emergency	BCC, ACLS, Triage Certification, Non-Violent Crisis Intervention, PALS/ENPC, and MICN* (MICN is to be obtained within the first two (2) years of hire or three (3) years if a new graduate – during this time employee is eligible for critical care premium but not MICN premium)
ICU	BCC, ACLS, Hemodynamic Monitoring
OR	Operative Room Certification (RCRMC) or CNOR (either every five (5) years)
PACU	BCC, ACLS
L&D	ACLS, NRP, Fetal Monitoring

NICU	High Risk Neonate Parts 1 & 2, NRP
Trauma Services	ATCN, TNCC, ACLS and PALS
PICU	BCC for Peds, Basic Pediatric Course, PALS and Hemodynamic Monitoring
PCU	BCC and ACLS LVNs require: BCC and IV Certification
Chemotherapy	Chemotherapy Course (RCRMC)
Psychiatry	Behavior Assaultive Management (<u>BAM</u>), Specialized LPS Legal in-service training by in-house staff/County Counsel/Public Defender, Fifty-one Fifty (5150) Designation Training, Six (6) months of Psychiatric Nursing experience

- BCC – Basic Coronary Care
- ACLS – Advanced Coronary Life Support
- NRP – Neonatal Resuscitation Program
- PALS – Pediatric Advanced Life Support
- ENPC – Emergency Nurse Pediatrics Course
- MICN – Mobile Intensive Care Nursing
- CNOR – Certified Nurse Operating Room
- ATCN – Advanced Trauma Care Nursing
- TNCC – Trauma Nurse Core Curriculum

The Nursing Office, Human Resources Department, and/or Staff Development Office will advise all Registered Nurses working in critical care areas as to their status of certification. This shall include all certificates needed and names, dates, time(s), and places when courses will be given. As many courses as deemed practical shall be arranged by the Nursing Office with every attempt being made to supply at least two (2) courses in each critical care certification area per year.

2. Specialty Rates. Any employee meeting the critical care requirements and working in the designated units shall receive the indicated specialty care differential:

Unit	Classification	Specialty Rate/Hour
<u>RCRMC:</u> <ul style="list-style-type: none"> • Mobile Intensive Care area (If employee has a Mobile Intensive Care Nurse (MICN) certificate.) 	<ul style="list-style-type: none"> • Assistant Nurse Manager • Interim Permit Nurse • Nurse Practitioner I, II, and III • Registered Nurse I, II, III, IV and V • Pre-Hospital Liaison Nurse 	\$1.00 per hour
<u>RCRMC:</u> <ul style="list-style-type: none"> • Intensive Care Unit* • Emergency Room 	<ul style="list-style-type: none"> • Interim Permit Nurse • Nursing Education Instructor 	\$1.10 per hour

<ul style="list-style-type: none"> • Neonatal Intensive Care Unit • Labor and Delivery • Operating Room • Pediatric Intensive Care Unit* • Recovery Room • Progressive Care Unit 	<ul style="list-style-type: none"> • Nurse Practitioner I, II, and III • Licensed Vocational Nurse <p>(* LVN does not receive premium in this unit)</p>	
<ul style="list-style-type: none"> • Emergency Room / Trauma Services ♦♦ • Intensive Care Unit ♦♦ • Labor and Delivery ♦ • Neonatal Intensive Care Unit ♦♦ • Operating Room ♦ • PACU♦♦ • PCU • Pediatrics • Pediatric Intensive Care Unit ♦♦ • Psychiatry 	<ul style="list-style-type: none"> • Assistant Nurse Manager • Respiratory Care Practitioner I, II • Registered Nurse I, II, III, IV, and V • Pre Hospital Liaison Nurse <p>♦ & ♦♦ To qualify for the additional premium above the basic \$2.00 premium an RN I – V or Assistant Nurse Manager in these areas (Pre-Hospital Liaison Nurse in Emergency Room) must:</p> <ol style="list-style-type: none"> 1. be assigned to the unit on a full-time basis; and 2. have 4 years of recent clinical experience in the field of specialty 	<p>\$2.00 per hour</p> <p>♦\$3.00 per hour</p> <p>♦♦\$4.00 per hour</p>
<ul style="list-style-type: none"> • RCRMC 4th Floor Detention Unit 	<ul style="list-style-type: none"> • Assistant Nurse Manager • Interim Permit Nurse • Registered Nurse I, II, III, IV and V 	<p>\$2.00 per hour</p>

A part-time RN I – V, Assistant Nurse Manager, or Pre-Hospital Liaison Nurse (in Emergency Room only), working in the designated units may also qualify for the additional premium if:

- a. He/she is assigned to the unit for his/her entire part-time designation; and
 - b. He/she has the equivalent of four (4) full-time years of recent clinical experience in the field of specialty [e.g. six (6) years of three quarters ($\frac{3}{4}$) time, eight (8) years of one half ($\frac{1}{2}$) time, or any combination of part-time and full-time experience equivalent to four (4) years of full-time experience].
3. In-Charge - Registered Nurses. Every effort will be made to assign in-charge duty to Registered Nurses who wish to assume the in-charge responsibilities. The hospital reserves the right to make an assignment when volunteers are unavailable.
- a. Any Registered Nurse I, II, III, IV or V working for the Riverside County Regional Medical Center temporarily assigned to perform

the duties of an Assistant Nurse Manager for one-half (½) of a work shift or longer, shall be compensated during such temporary assignment at a rate of two dollars (\$2.00) per hour higher.

- b. Any Registered Nurse I, II, III, IV or V working for the Riverside County Regional Medical Center or Mental Health Psychiatric Inpatient Facility temporarily assigned to perform the duties of a Supervising Clinic Site Nurse for one-half (½) of a work shift or longer, shall be compensated during such temporary assignment at a rate of one dollar and fifteen cents (\$1.15) per hour higher.
- c. Registered Nurse I, II, III, IV or V working for the Community Health Agency assigned to perform first level supervising duties that provides direction and leadership to one (1) or more Registered Nurses; and/or to monitor or coordinate a special program with the Community Health Agency, and/or the nursing aspects of an agency-wide program, shall be compensated during such assignment at a rate of one dollar (\$1.00) per hour while actually performing these functions.

4. In-Charge - Other Medical Classes. Any Licensed Vocational Nurse I and II or Licensed Psychiatric Technician of the Para-Professional Unit temporarily assigned to perform the duties of a unit charge person for one-half (½) of a work shift or longer, shall be compensated during such temporary assignment at a rate of forty-two cents (\$0.42) per hour higher for Licensed Vocational Nurse I and II and at a rate forty-three cents (\$0.43) per hour higher for Licensed Psychiatric Technician.

Any Respiratory Care Practitioner II, when temporarily assigned overall Riverside County Regional Medical Center respiratory therapy responsibilities by the Chief or Assistant Chief of Respiratory Therapy shall be compensated at one dollar and fifty cents (\$1.50) per hour higher for actual time assigned.

5. Float Pool. Any Registered Nurse I, II, III, IV or V working for the Riverside County Regional Medical Center or Mental Health Psychiatric Inpatient facility who is regularly assigned to Float Pool, shall be compensated at a rate of fifty cents (\$0.50) per hour for hours actually worked as a float employee. Critical Care pay shall not be affected by the payment of a float pool differential.
6. Forensic Mental Health Differential. Employees in the following classifications who are permanently assigned to a juvenile or adult detention facility shall receive an adult or juvenile detention differential of three (3) steps:

Mental Health Services Supervisor A & B
 Senior Clinical Psychologist
 Clinical Psychologist
 Registered Nurse I, II, III, IV or V
 Clinical Therapist I & II
 Behavioral Health Specialist II & III

F. Training/Preceptor. Any regular full-time employee in the designated classifications selected to perform the duties and responsibilities of a preceptor shall be compensated during such assignment at the designated rate for the time actually worked and assigned as a preceptor.

(a) working for an RCRMC campus: <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV or V * • Assistant Nurse Manager 	\$5.00 per hour
(b) working at RCRMC Operating Room: <ul style="list-style-type: none"> • Licensed Vocational Nurse † • Surgical Technician 	\$1.00 per hour
(c) working at RCRMC main campus: <ul style="list-style-type: none"> • Radiologic Specialist • Radiologic Specialist Supervisor • Radiologic Technician • Radiologic Technologist Supervisor • Respiratory Care Practitioner I, II • Senior Radiologic Technician 	\$1.00 per hour

* To qualify for preceptor pay, the Registered Nurse must complete a sixteen (16) hour training program after the selection process.

† Selected by the Operating Room Nurse Manager to precept a Registered Nurse in the Operating Room.

G. Bilingual Pay.

Scope:

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

Eligibility Factors:

Eligibility Factors require use of a second language at least five (5x) times per week or once per day for eligibility.

Skill Levels:

Definitions of Skill Levels:

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

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

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

Compensation:

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

Level 1: Forty dollars (\$40) per pay period	(50¢ per hour)
Level 2: Sixty dollars (\$60) per pay period	(75¢ per hour)
Level 3: Eighty dollars (\$80) per pay period	(\$1.00 per hour)

Testing Administration:

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

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

Plan Implementation:

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

All current 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/District 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.

- H. Psychiatrist - Mental Health Medical Program. In accordance with Section 621 and 522 of Title 9, California Administrative Code, when the Program Chief, Mental Health Service position is vacant or if occupied by a non-medical incumbent, the Mental Health Director may assign medical program responsibility for all those acts of diagnosis, treatment, or prescribing or ordering of drugs which may only be performed by a licensed physician to the incumbent of a Psychiatrist position who shall then be compensated at an hourly rate which is three (3) steps higher than specified for such a Psychiatrist position.
- I. Engineering, Survey, Architect Licensure. The incumbent of a professional engineering position or facilities project manager who is not required by the classification plan to be registered, but who is registered as a Professional Engineer by the State of California, shall be compensated at an hourly rate which is two (2) steps higher than that specified for such position, at the option of the employee's department head. Such an incumbent in a department primarily concerned with land surveying who is a licensed land surveyor may be likewise compensated. The incumbent of a professional architect position or facilities project manager who is not required by the classification plan to be licensed, but who is licensed to practice architecture by the State of California, shall be compensated at an hourly rate which is two (2) steps higher than that specified for such position, at the option of the employee's department head.
- J. Inconvenience Differential. Each employee of the Transportation Department of the Transportation Land Management Agency 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 twelve dollars (\$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 Director of Transportation with the concurrence of the Human Resources Director, unless the Board of Supervisors shall otherwise provide by resolution.
- K. Female Prisoner Search and Meal Assignments. An employee working for the Sheriff's Department in the classifications of Supervising Office Assistant I and Supervising Office Assistant II shall be compensated at the rate of twenty-five cents (\$0.25) per hour when assigned and the employee agrees to assume such assignments as perform female prisoner 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 a 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.

L. Peace Officer Standards and Training (P.O.S.T.) Certification

1. Senior Sheriff's 911 Communications Officers or Sheriff's Communications Supervisors who prove they possess a valid Intermediate Certificate, but not an Advanced Certificate, issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate six percent (6%) higher than that specified for such position. If they prove they possess the Advanced Certificate, they shall be compensated at a rate, which is eleven percent (11%) higher than that specified for such position.

The applicable rate for possession of the Intermediate Certificate shall be indicated in the table and Index by the letter "A" following the class title, and for the Advanced Certificate, by the letter "B", each with an appropriate code number, but in the departmental sections the basic code number and class title shall be deemed to include positions occupied by incumbents possessing either of said certificates.

2. Sheriff's Records Supervisors who prove they possess a P.O.S.T. Records Supervisor certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate six percent (6%) higher than that specified for such position.

The applicable rate for possession of the P.O.S.T. Records Supervisor Certificate shall be indicated in the Table and Index by the letter "A" following the class title with an appropriate code number, but in the departmental sections the basic code number and class title shall be deemed to include positions occupied by all incumbents regardless if they possess said certificate.

- M. Hazardous Materials Management Specialist. Any Hazardous Materials Management Specialists assigned to an Emergency Response Team shall receive one hundred fifty dollars (\$150.00) per month per employee while assigned to the Emergency Response Team.

- N. Skill Pay for Equipment Operators. Employees in the classifications of Equipment Operator II, or Senior Equipment Operator in the Waste Resources Management District shall receive the following premiums:

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

2. Equipment Operators operating a (trash) compactor shall be paid fifty cents (0.50¢) per hour for time actually worked operating the compactor.

O. Class "A" or "B" License. The Regional Park & Open-Space District shall designate at least three (3) employees who, as part of their assigned duties, may be required to drive equipment that requires the operator to possess and maintain a valid California Class "A" or "B" Driver's License. An employee hired prior to May 7, 1998, who maintains a current California Class "A" or "B" Driver's License and is designated to operate such equipment, shall receive a biweekly bonus, calculated at the rate of ten cents (0.10¢) per hour for each hour worked, not to exceed eighty (80) hours per biweekly pay period.

P. Certification Differential (district designated). The Regional Park & Open-Space District agrees to pay the differentials set out below for time actually worked by designated employees required by District Management to obtain, maintain and utilize the following certifications/licenses:

<ul style="list-style-type: none"> • Certified Pool Operator • Municipal Pool Operator 	Fifteen cents (0.15¢) per hour
<ul style="list-style-type: none"> • Pesticide License • Certified Pest Control Applicator • Certified Playground Inspector • Grade I Waste Water Certificate • Grade I Water Distribution Certificate • Grade I Water Treatment Certificate 	Twenty five cents (0.25¢) per hour
<ul style="list-style-type: none"> • Licensed Pest Control Advisor 	Fifty cents (0.50¢) per hour

This differential will be paid during the period of time the employee is designated by District Management as operating under this certification, not to exceed eighty (80) hours per pay period.

ARTICLE 5 PAY PRACTICES

Section 1. Step Advance

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

Special Provision: Consideration for regular step increases shall remain suspended for the duration of the MOU.

- B. Anniversary Dates. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of one (1) year in a paid status in the position not including overtime.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of six (6) months in a paid status in the position not including overtime.

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

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

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

- D. Denial of Step Increase. The department/district head may disallow a scheduled step increase provided a performance evaluation is first reviewed and approved by the Human Resource Director or a designee. If the increase is disallowed, the employee will be provided the reasons therefore in writing.

If the department/district head disallows such increase, the department/district head shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the department/district head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given unless there is an affirmative decision of the Department/District Head to deny the increase.

- E. Seasonal Employees. With the same procedures as in the foregoing Subsection B, on the first day of the pay period following the completion of one (1) year in a paid status, not including overtime, the salary of a seasonal employee shall be increased. On the first day of the pay period following the completion of an additional one (1) year in a paid status, not including overtime, the employee's salary may again be increased, and thereafter in like intervals. The hours in a paid status need not be continuous, provided no interval of more than one (1) year shall occur when the employee is in an unpaid status.

- F. Except as set out herein, every anniversary salary increase shall be to the rate of the second next higher step, except when there are less than two (2) steps remaining, it shall be to the last step.

Section 2. New Employees

- A. Except as otherwise provided by this MOU, a new employee shall be appointed at the first step of the salary range. The department/district 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. Should incumbent Registered Nurses working for an RCRMC campus or Detention Health not be advanced in the scenario outlined above, the parties agree to meet and consult on the issue to determine if advancement would be equitable in all the circumstances. The anniversary date shall be the first day of the pay period which is not less than one (1) year in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, his/her anniversary date shall not change.
- B. Difficult to Recruit Positions. Notwithstanding the provisions of (A) above, there shall be up to an additional four (4) steps [approximately eleven (11%)] which shall be reserved for those specific classifications in a specific Department/District designated by the Human Resources Director, subject to approval by the County Executive Officer, as "difficult to recruit." Further, different locations or regions may qualify for difficult to recruit designation or for different levels (i.e. percentages) of compensation under a difficult to recruit designation. In addition, the County agrees to make every effort to give first consideration to existing employees who have indicated an interest in a specific position and/or location designated as difficult to recruit.

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

provisions shall be implemented in the specific Department/District as follows:

1. Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees in the specific classification in the specific Department/District may be at any step on the salary range for his/her classification up to and including a step on the salary ranges established pursuant to Section 2(B) above.
2. In the event the salary granted to a newly hired employee in the specific classification in the specific Department/District pursuant to Sub-Section (B)(1) above exceeds that for any present permanent, regular full-time or regular part-time employee in the specific classification in the specific Department/District who is being compensated at the top of the salary range for that specific classification(s), such employee(s) shall be placed on the same salary range and step as that granted to the new employee.
3. All other regular full-time and regular part-time employees assigned to the affected classification(s) in the specific classification in the specific Department/District, who have completed less than one (1) year of service at the top, or at any other step, of the salary range for that classification, may, upon a review of their qualifications and approval by the Human Resources Director, have their salary adjusted to an amount no less than the lowest salary received by a similarly qualified employee hired as the result of an open recruitment to fill a vacancy in that classification in the specific classification in the specific Department/District.

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

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

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications in the specific classification in the specific Department/District no longer exist, he shall advise the County Executive Officer of his findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such specific

classification(s). At that time, the salary for any employee compensated at a rate above that to which he or she would otherwise have been entitled shall be frozen and shall not be increased until the regular salary for the specific classification exceeds the rate established pursuant to the provisions described above.

Section 3. Re-employment

- A. Upon recommendation of the employing Officer and approval of the Human Resources Director, a former regular employee may be re-employed in the same class of position which he/she previously occupied, at the same step of the salary range as the step applicable at the time of his termination, provided they were terminated in good standing.
- B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act, but in other respects shall be in accordance with this Memorandum.
- C. Whenever a former regular employee is or has been re-employed within twenty-four (24) months after termination he/she may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed accrued sick leave and accrued time toward earned vacation, not exceeding the amount thereof which was lost at the time of termination, and his/her anniversary date for step advance may be expressly fixed, subject to other provisions of this Memorandum relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of service prior to said termination. A former employee who is re-employed and who did not withdraw his or her initial retirement contributions at the time of his/her termination, shall not be required to make an additional initial retirement contribution for the previous period of covered employment with Riverside County.
- D. Re-employment of Retired Persons. An employee who is retired under the State Employees Retirement Act and who is receiving retirement benefits shall not be employed or re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the State Employees Retirement Act for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or re-employment for up to nine hundred sixty (960) hours in any calendar year, without loss of benefits, as specified in Section 21153 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, or more than that paid other employees performing comparable duties.

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

Section 4. Promotion

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

Section 5. Transfer

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

Directed Transfer of Regional Park & Open-Space District Employee(s). The transfer shall be discussed in advanced with the employee. An explanation of the reasons for the transfer will be given.

Section 6. Demotion

- A. On demotion, the salary shall be at the rate of the same step on the new range as was applicable to the previous range. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.
- B. Permanent employees who, within one (1) year following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved department head(s) and an opening must exist. The anniversary date shall not change.

Section 7. Reclassification

- A. The salary of an incumbent of a position reclassified to a class on the same salary range shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary range shall be at the rate which is two (2) steps higher, or immediately greater than two (2) steps higher, than that paid on the range of the former position, where the new range is able to accommodate the increase.

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

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

Section 8. Temporary Promotion

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

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

Section 9. Conformance to Plan

No regular employee shall be assigned to exercise the powers or perform the duties of any classification other than their own classification for an accumulated period of four hundred eighty (480) hours or more during any one (1) calendar year. Such accumulated hours of such assignment(s) shall be credited toward qualifying experience for possible promotion only when such assignments have been authorized or verified by the department/district head or designee in writing.

Section 10. Payroll

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

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

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

1. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service dates.
 2. Leave accruals, i.e. sick leave, vacation pay, requires that the employee be in a paid status for each day during the pay period to receive the full accrual for that pay period.
 3. Some other benefits will be granted even though the employee is in a paid status for only one (1) day during the pay period, i.e., flexible credit allowance.
 4. The start of the biweekly pay period is Thursday.
- B. Electronic Fund Deposit of Payroll. Employees shall be required to receive payroll funds by electronic deposit. Employees shall receive a Statement of Earnings (pay stub) through first class mail. The Statement of Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior to the electronic deposit. Statement of Earnings will be mailed to the last known address on file with the Human Resources Department. It shall be the responsibility of the employee to update their address of record with the Human Resources Department as required. In the event of proven hardship the parties will agree on an alternate pay process.
- C. Electronic Pay Advice. The County is currently transitioning to an electronic pay advice system. Once the transition is complete the County shall no longer mail pay advices. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs. Prior to implementation the County will review security and access issues with the Union at the County-wide labor/management meeting. The Union and employees will be given at least three (3) pay periods notice of final implementation of the electronic pay advice system.

Section 11. Board Policy C-26

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

ARTICLE 6
GENERAL PERSONNEL PROVISIONS

Section 1. Probation

- A. Initial Probationary Status. Each regular and seasonal employee shall be in an initial probationary status from the effective date of his or her initial employment

in a position in a paid status until the required initial probationary period, and any extension, is completed without separation from County employment.

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

- B. Length of Initial Probation. The length of the initial probationary period is twelve (12) months for all positions. Computation of the initial probationary period in a paid status does not include overtime, standby, on-call, or military leave of absence. [NOTE: Supervising Welfare Fraud Investigators must serve at least twelve (12) months initial probation after successfully completing the academy.]
- C. Extension of Initial Probation. The employing department/district head with the approval of the Human Resources Director may extend the initial probationary period of an employee. Extensions of an initial probationary period are discouraged and must be approved by the Human Resources Director or a designee in writing at least eighty (80) hours before the end of the existing initial probationary period. Approval is made on a case-by-case basis and only for rare and extenuating circumstances.

The initial probationary period may be extended in three (3) month increments up to two (2) times. A twelve (12) month initial probationary period may be extended once to fifteen (15) months or twice to eighteen (18) months. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

- D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new one (1) year initial probationary period. The one (1) year required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the employee in the position from which he/she voluntarily promoted, demoted, or transferred.
- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first twelve (12) months of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department/district head's request, be returned to a position in the previously held classification in the former employing department/district. If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and

the employee's anniversary date will be re-determined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

Section 2. Retirement

- A. Single Highest Year. Effective September 1, 2000, the County amended its contract with Public Employees Retirement System (PERS) in accordance with Section 20042 of the Public Employee Retirement Law to provide for the single highest year retirement calculation for all miscellaneous employees. Effective for all retirements on or after September 1, 2000, the provisions of Section 20042 shall apply to all miscellaneous employees and the provisions of Section 20037 (three (3) highest year average) shall no longer be applicable.
- B. Public Employee's Retirement System (PERS) Contributions. County miscellaneous and safety employees in the SEIU Units hired after January 9, 1992, shall pay the employees' contribution to PERS for the first five (5) years of continuous service. Commencing the sixth (6th) year of continuous service, the County shall pay the employee's share of the contribution. Continuous service shall mean the continuing service of a regular or seasonal employee in a continuing payroll status, without interruption, except for authorized leave of absence.

Special Provision: The parties understand that the CalPERS employer rate for FY 09/10 for employees in SEIU bargaining units is 11.999%. This rate is projected to increase to 12.165% in FY 10/11 and will continue to increase in future years.

In order to protect jobs and help mitigate increases in the structural deficit, the parties agree to add two (2) additional salary steps for all new employees hired after July 1, 2010 to the bottom of each entry level classification in the SEIU represented units. Employees who enter SEIU represented positions from non-SEIU represented bargaining units or non-represented employees will be subject to the above.

- C. Retirement Calculations. Effective since July 11, 2002, the percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous members of SEIU shall be determined in accordance with Section 21354.3 of the Public Employees Retirement Law subject to the reduction provided therein for Federal Social Security (three percent (3%) at age sixty (60) Full and Modified formula).
- D. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the Public Employees' Retirement Law, an employee may elect to purchase up to four (4) years of service credit for any continuous active military or merchant

marine service prior to employment provided, however, that the employee must contribute an amount equal to the contribution for current and prior service that the employee and the County would have made with respect to that period of service.

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

Section 3. Non-Smoking Policy

Pursuant to Board of Supervisors Policy A-23, smoking in County facilities is prohibited except in specifically designated areas. Department/District heads or their designee shall identify smoking areas.

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

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

Each department/district must have a written smoking policy. If there is no smoking allowed in your department/district 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/District Head and departmental/district supervisors to enforce the non-smoking policy of the County.

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

Section 4. Mileage Reimbursement

Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Adjustments to the County rate, if any, shall be made pursuant to and concurrent with the IRS rate changes.

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

- A. Complete County of Riverside "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form, authorizing the employee to use his/her personal vehicle which must be approved by the Department/District Head.
- B. Insure the vehicle in minimum limits required by the State of California. In addition, employees must have their policies of insurance endorsed to reflect business use. Such insurance must be maintained at all times while employed in a position where it is required or may be required to use a personal vehicle while in the course and scope of employment. In the event of an incident or accident, the County does not assume responsibility for any physical damage to an employee's personal vehicle.
- C. Provide a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of County business is expressly prohibited, with the exception of the Sheriff's Department sworn personnel.

Section 5. Merit Systems/Veterans Preference

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

Section 6. Employment of Relatives

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

marriage shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to position(s) which the employee is eligible and selected to fill. The promotion, transfer or voluntary demotion must be accomplished by the employee within six (6) months.

ARTICLE 7 LEAVE PROVISIONS

Section 1. Sick Leave

- A. Accrual. Every regular employee – except registered nurses in the RN-PB classifications – shall accrue sick leave pay on a daily basis and computed at the rate of four (4) hours per pay period.
1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee.
 2. A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.
 3. Sick leave shall accrue at all times when the employee is in a paid status.
 4. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this MOU which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.
 5. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery there from, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the

event the department/district 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/district 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/district head or designee, good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the department/district head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.
 - a. Employees on a medical certification program shall have their sick leave usage reviewed at least annually. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence.
 - b. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with B.1 of this section.
2. An employee off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements.

- C. Reporting Requirements. In the absence of a more stringent department/district policy, an employee reporting off work for sick leave usage shall call the employee's supervisor or designee within one (1) hour before or after the employee's scheduled starting time.

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

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

- E. Payout for Sick Leave. Upon service retirement, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for at the rate of fifty percent (50%) of the current salary value thereof.

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

- a. Effective Date. The pre-retirement cash out option is effective for employee retirement (as defined by the agreement between County of Riverside and CalPERS) that occurs on or after December 7, 2006.
- b. Eligibility. Employees are eligible for the pre-retirement cash out option if they have five (5) or more years of County of Riverside service, and who at the time of their election are employed in a County bargaining unit whose agreement provides for the pre-retirement cash out option.
- c. Election. Qualifying employees have a **one-time election** to cash out a portion of their accrued sick leave balances, up to the limits explained below. Such an election must be made no later than six (6) months prior to retirement (as defined by the agreement between County of Riverside and CalPERS.) Notwithstanding the above, such an election may be made within six (6) months prior to retirement if the retirement occurs prior to May 9, 2007.

- d. Sick Leave Cash Out. Sick Leave balances may only be cashed out in the event of the participant's planned retirement **and** if the participant executes a valid election as described at (c) above.
 - (1). For employees retiring with at least five (5) but less than fifteen (15) years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of fifty percent (50%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.
 - (2). For employees retiring with fifteen (15) or more years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of one hundred percent (100%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.
- e. Refund Requirement. Employees who elect a pre-retirement cash-out of accumulated sick leave under this option, but who do not subsequently retire (as defined by the agreement between County of Riverside and CalPERS) shall repay to the County of Riverside any amount of cashed-out sick-leave. If such payment is not made in a lump sum within two weeks of when the repayment becomes due then it is agreed that the remaining amount due shall be made by way of payroll deduction. Such employees are permitted to again make a valid cash-out election no later than six (6) months prior to retirement.
- f. Forfeiture. Unused accumulated sick leave balances are forfeited in the event a participant terminates employment for any reason other than retirement.
- g. Reduction. The value of the participant's unused sick leave will be reduced by the balance of any amount owed by the participant to the County of Riverside.

Section 2. Bereavement Leave

The County agrees to allow up to five (5) working days of leave, three (3) of which will be paid and the additional two (2) days to be deducted from the employees' sick leave. Eligible employees must be in an active payroll status and be compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child, child of a domestic partner, grandparent, grandchild, or

step-relationships of the same categories. The County has the right to require proper documentation in support of the requested leave.

Under extenuating circumstances, and with the prior approval of the department/district, employees shall be permitted to take up to five (5) additional working days of leave, provided the employee has sufficient vacation time, compensatory time off, or compensatory holiday time off to cover the absence.

Section 3. Fitness for Duty

A department/district head, or a designee, may when in their judgment good cause exists, order an employee off work until such time as the employee is able to present the department/district head, or a designee, a physician's certificate, stating that the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.

When the department/district head, or a designee, orders an employee off work, the employee shall be referred to a County approved physicians or health care professionals legally authorized to provide the appropriate specialized health care. If the employee is uncomfortable with the selected physician or health care professional the County will provide an alternative physician or health care professional.

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

Section 4. Agency/Department/District Leave of Absence/Official Leave of Absence

An agency/department/district leave of absence or an official leave of absence without pay may be granted for the following reasons:

- A. Illness or disability when sick leave has been exhausted;
- B. Pregnancy;
- C. To take a course of study which will increase the employee's usefulness on return to the County; or
- D. Personal reasons acceptable to the authority whose approval is required;
 1. Agency/Department/District Leave of Absence.
Agency/department/district leave of absence up to four hundred eighty (480) hours in any one (1) calendar year period may be granted to any employee by the agency/department/district head. Such leave shall be reported as leave of absence via the agency/department's payroll. The agency/department/district 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/district 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 physician releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, the Fair Employment and Housing Act, a County designed temporary modified duty assignment, and/or the County return to work program.

2. Official leave of absence. A regular employee may request an Official leave of absence exceeding four hundred eighty (480) hours, but not exceeding one (1) year. Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the department/district 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/district 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/district head may require two (2) weeks advance notice of the employee's intention to return.

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

Fair Employment and Housing Act, a County designed temporary modified duty assignment, and/or the County return to work program.

The Human Resources Director shall be promptly notified of the return of any employee from an official leave of absence. The Board of Supervisors shall have the right to cancel or revoke a leave of absence previously granted.

Section 5. Military Leave

Absences on account of military duty are governed by provisions of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act.

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

Section 6. Jury Duty

Any employee who shall be summoned for attendance to any court for jury duty during the employee's normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury. Any employee who shall be called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if County transportation is used. Any employee designated non-exempt from FLSA absent as a witness in a private matter shall not be entitled to be paid during such absence.

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/district notification does not respond to the agency/department/district and/or does not provide a satisfactory explanation for the absence; and the failure to obtain an approved leave. The notification to the employee must be in writing prior to the department/district finalizing the resignation and must contain an opportunity within three (3) working days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery.
- B. An employee may, within ten (10) calendar days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, the employee may file a further appeal with the Human Resources Director, or designee, within ten (10) working days from service of the denial of reinstatement. Reinstatement may be granted only if the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and the neutral finds that the employee is ready, able, and willing to resume the discharge of the duties of the position.
1. Appeals shall be heard by a mutually agreed upon third party neutral (herein referred to as a neutral). The neutral's decision may be verbal or in writing. The decision of the neutral shall be binding on both parties, neither of which shall have the right of further appeal
 2. Only the employee and one (1) non-attorney representative and the department/district 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 may also have a non-attorney representative. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
 3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The neutral may consult with witnesses informally and otherwise investigate the controversy.

4. The judgment of the neutral shall be rendered within five (5) working days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
5. The neutral's authority shall be limited to deciding the issues submitted by the parties. The neutral shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.
6. All costs for the service of the neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne by the County and SEIU. A SEIU member who elects not to be represented by SEIU at the hearing shall provide to the Human Resources Director, or designee, an advance deposit of \$250 per half day of hearing, prior to the hearing being scheduled.

ARTICLE 8 VACATION

Section 1. Vacation

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

Zero (0) through three (3) years in a payroll status, eighty (80) hours (ten (10) days);

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

Years ten (10) or more one hundred sixty (160) hours (twenty (20) days).

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than the maximum applicable to the current vacation accrual rate, and may be taken only at a time or times agreeable to the department/district 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 MOU may accumulate accrued vacation for not more than a maximum of four hundred eighty (480) hours.

Upon the written request of a department/district 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 (3) months, unless a different period shall be specified in the order.

- B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this MOU. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.
- C. Seasonal and temporary employees shall not be entitled to paid vacation.
- D. No person shall be permitted to work for compensation for the County during vacation, except with prior approval of the Board of Supervisors and the department/district head.
- E. A regular part-time employee shall accrue vacation in the same proportion that working hours bear to the normal working hours of a full-time position. The same proportion shall apply in determining payment of earned vacation on termination.
- F. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this MOU may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE 9 HOLIDAYS

Section 1. Paid Holidays

A. County Holidays

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

Second Monday in October, Columbus Day
November 11, Veterans' Day
Fourth Thursday in November, Thanksgiving Day
(unless otherwise appointed)
Friday following Thanksgiving
December 24 and 31 when they fall on Monday
December 25, Christmas Day
December 26 and January 2, when they fall on a Friday

Friday preceding January 1, February 12, July 4, November 11 or December 25, in lieu of that date when such date falls on Saturday; the Monday following in lieu of that date when such date falls on a Sunday.

B. Qualifying Factors

1. Only regular, probationary, and seasonal employees in a current paid status shall be eligible for paid holidays.
2. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
3. An employee who is terminating employment for reasons other than paid County retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
4. An employee who is on a leave of absence without pay for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

C. Payment for the Holiday

1. Working the Holiday. Regular or seasonal full-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their regular rate for the time actually worked. In addition, such employee shall have a choice of:
 - a. Banking compensatory holiday time off - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at his/her regular rate of pay – not to exceed eight (8) hours pay - for the holiday.
2. Not Working the Holiday. A full-time employee whose regularly scheduled day off falls on a paid holiday and who do not actually work on the holiday shall have a choice of:

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

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

4. Limitations. A registered nurse in the RN-PB classifications shall not be entitled to any holiday pay – whether he/she works the holiday or not. However, he/she will be paid at his/her regular rate for the time he/she actually works on the holiday.
5. 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.
6. Special Provisions. Notwithstanding the above, any employee in the class of Sheriff's Communication Supervisor, Senior Sheriff's 911 Communications Officer or Senior Public Safety Communications 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 twelve (12) hours of compensation at the rate of one and one-half (1-½) 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.

7. Double Time for Holidays. Any Children Social Services Worker, Children Social Services Supervisor II, and Social Services Assistant who is in on-call status on a holiday, as defined in the MOU between the parties, and who is called in to work on such holiday shall be paid two times (2X) his/her regular rate of pay for all hours worked on that holiday irrespective of whether such hours worked would be considered overtime under any other provision of the MOU.

ARTICLE 10 REIMBURSEMENT PROGRAMS

Section 1. Living Quarters, Meals, or Laundry Service

Rates for maintenance, including living quarters, meals, or laundry service, furnished by the 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 eight (8) hour shift for the convenience of the County shall be furnished one (1) meal without charge in every department, district 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, district 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/district 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 (1) year period for any one (1) employee, nor for any employee until he/she has been continuously employed by the County for at least one (1) year preceding the authorization. If the employee voluntarily terminates employment with the County within one (1) year of the payment of the expenses set forth herein, the employee shall, within thirty (30) days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 5. Education for Continued Licensing

A. Tuition and/or Registration Fees

1. Eligible employees may be granted time by their appointing authority to attend California Board of Registered Nurses, Board of Licensed Vocational Nurses, and the National Commission of Certification of Physician Assistant approved courses.
2. Time granted shall not exceed eight (8) hours in any work day nor forty (40) hours every two (2) fiscal years for Registered Nurses and Licensed Vocational Nurses.
3. Nurse Practitioners and Physician Assistants shall receive forty (40) hours every fiscal year.
4. For members of the R.N. Unit, Physician Assistant I, II, and III, Physician Assistant-Adult detention, and Licensed Vocational Nurse I and II, tuition and/or registration fees may be granted by converting education for continuing licensing hours on the basis of one (1) hour being valued at fifteen dollars (\$15.00) with total compensation not to exceed three hundred dollars (\$300.00) annually. (For example, a sixty dollar (\$60.00) course with books and fees would be worth four (4) hours subtracted from the balance of an employee's education for continuing license accrual under this section.)
5. In the discretion of the appointing authority, additional time not exceeding ten (10) hours in any fiscal year may be allowed to an eligible employee working at a Blythe, Indio, or Palm Springs work location.
6. Time granted pursuant to this subsection shall be used for travel to and from the location of the course and time actually spent in course attendance.

7. The granting or denial of education time shall be at the discretion of the employee's appointing authority.
 8. Registered Nurses in the Registered Nurses or Supervisory Unit who are currently certified by a national specialty organization shall have an additional five (5) hours granted every two (2) years for a total of forty-five (45) hours.
 9. Registered Nurses who obtain National Certification subsequent to the date of this MOU shall receive the additional five (5) hours upon verification of the certification.
 10. Employees must maintain National Certification in a specialty in order to continue to receive the additional five (5) hours of credit.
- B. Eligible Employees. In order to be eligible for paid education time, an employee shall:
1. Have completed six (6) months of continuous service with the County in a full-time regular position or a part-time position normally working at least forty (40) hours in a pay period.
 2. Have not completed the minimum number of hours required to renew the employee's professional licenses; and
 3. Be employed in a classification that requires the employee to be licensed to practice as a Registered Nurse, Licensed Vocational Nurse, or as a Physician Assistant.
- C. Procedure. An eligible employee desiring education time must request approval from the appointing authority a reasonable time in advance of the requested date or dates. A request for education time shall be in writing and state:
1. The location, date, time, subject, and number of contact hours of the course to be attended.
 2. The number of hours needed to renew the employee's professional license; and
 3. The date the employee's current license expires.
- D. Registered Nurses. R.N.'s License renewal date shall be used to commence the time period of two (2) years for the Education for Continued License hours allowed under this MOU.

R.N.'s shall commence their two (2) year time period under this MOU upon the next renewal of their license on or subsequent to August 20, 1992.

Mandatory critical care course hours required in the Health Services Agency (HSA) shall not be deducted from an R.N.'s hours in education for continued licensing under this MOU. The County shall pay the cost of mandatory courses offered by the HSA. Courses offered outside of the HSA must receive prior approval of the HSA in order to be paid.

- E. Physician Assistants. Physician Assistant I, II, and III, and Physician Assistants - Adult Detention License renewal dates shall be used to commence the time period of two (2) years for the Education for Continued License hours allowed under this MOU.

Physician Assistant I, II, and III, and Physician Assistants - Adult Detention shall commence their two (2) year time period under this MOU upon the next renewal of their license on or subsequent to August 20, 1992.

Mandatory critical care course hours required in the Health Services Agency (HSA) shall not be deducted from Physician Assistant I, II, and III, and Physician Assistants - Adult Detention hours in education for continued licensing under this MOU. The County shall pay the cost of mandatory courses offered by the HSA. Courses offered outside of the HSA must receive prior approval of the HSA in order to be paid.

- F. Mobile Intensive Care Nurse (M.I.C.N.) Riverside County Regional Medical Center Emergency Room. Effective August 20, 1992, time needed to complete required courses for M.I.C.N., including ride-alongs, shall be treated as regular time worked. The courses and time must be approved by RCRMC.

Section 6. Reimbursement for Employee Training - Board Policy C-7 (Professional Unit)

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

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

- A. By the department/district head
1. When the tuition or registration fee is five hundred dollars (\$500.00) or less.

2. When the cost of training, in any amount, is reimbursed from funds administered by State or Federal agencies.

B. By the Human Resources Department and Administrative Office

1. When the tuition or registered fee is more than five hundred dollars (\$500.00) (for all training except referred to in A (2) above).
2. Such approval shall be obtained prior to the commencement of the training.

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

Section 7. Registered Environmental Health Specialists (REHS)

Upon successful hiring, employees in the classification of Registered Environmental Health Specialist shall receive the following reimbursements:

REHS State Application Fee
REHS Transcript Review Fee

Employees in the classification of Registered Environmental Health Specialists who successfully pass the State Environmental Health Specialist exam shall receive the following reimbursements:

REHS State Exam Fee

Employees in the classification of Registered Environmental Health Specialists shall receive reimbursement for all State Bi-annual Registration Renewal Fees.

If the employee voluntarily terminates his or her employment with the County within two (2) years of the payment of the expenses set forth herein, the employee shall be required to repay the reimbursements received under this provision as follows:

Termination (0-12 months from payment):	100% of paid reimbursement
Termination (12-24 months from payment):	50% of paid reimbursement

The employee agrees that by accepting the reimbursement he/she is subject to the repayment obligation outlined above and authorizes the County to deduct from his/her final pay any repayment amount owing pursuant to this subsection.

ARTICLE 11
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Applicability.

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

Section 2. Just Cause.

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

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

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department/district in which the employee is employed;
- G. Absence without leave;
- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department/district in which they are employed;

- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department/district. The department/district shall prescribe procedures to insure that employees affected by the requirements are informed of them;
- O. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy; and,
- P. Violation of the County Anti-Violence in the Workplace Policy.

Section 3. Suspension

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

Section 4. Reduction in Compensation

Reduction in compensation under this section shall consist only of a change within the salary range from the existing step to a lower step for a specified duration of one (1) or more full pay periods, but not to exceed thirteen (13) pay periods.

Section 5. Process of Review

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

ARTICLE 12
DISCIPLINARY APPEAL PROCEDURE

Section 1. General.

Any notice required to be given by this procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid and addressed to the designated recipient at the last known address. Whenever there is an interrogation of an employee where the significant purpose is to investigate facts to support disciplinary action there is a right for the employee to be represented.

- A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension or written reprimand in lieu of suspension (FLSA exempt employees only which shall for all purposes have the effect of the equivalent suspension) imposed for disciplinary reasons, that directly affects the wages, hours, or working conditions of a permanent employee.

- B. Unless otherwise specified, as used in this procedure, "department/district head" includes the department/district head or a designated subordinate.
- C. Department/district, for purpose of this procedure, shall be defined as an agency, department, or district of the County which is set out in a separate section of Ordinance No. 440.
- D. The Human Resources Director, or designee, may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director, or designee, may be exercised by a designated subordinate.

Section 2. Involuntary Leave of Absence.

Pending investigation by the department/district head of an accusation or accusations against an employee alleging employee misconduct, covered under Article 11 of this MOU, the department/district head, with approval by the Human Resources Director, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days with approval by the Human Resources Director. In such cases, and except for good cause as determined by the Human Resources Director, the department/district 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/district 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.

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

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

Section 3. Notice of Disciplinary Action

- A. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as previously provided, at least seven (7) working days prior to the effective date of the action and shall include:
1. A description of the action(s) to be taken and the expected effective date(s);
 2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
 4. A statement informing the employee of the right to respond either verbally or in writing, to the department/district 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 ten (10) working days of the date the letter is served on the employee.

Section 4. Amended Notice of Disciplinary Action

- A. At any time before an employee's appeal is submitted to the neutral for decision, the department/district 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,