

within ten (10) working days after the date of notification of action against which the appeal is made. An appeal shall:

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

Section 6. Waiver

If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived. Further, after an appeal is filed if the employee, or his/her representative, fails to take the next step to advance the appeal at any point in the process for ninety (90) days the appeal is deemed to be withdrawn and the right to review is waived.

Section 7. Hearing Procedure - Minor Discipline

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, a pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand in lieu of suspension of eighty (80) working hours or less, the appeal shall be determined under the following provisions:
 - 1. Appeals shall be heard by a person assigned by the State Conciliation Service or another third party neutral (either hereinafter referred to as a neutral) as agreed to by the parties. The neutral's decision may be verbal or in writing. The neutral's decision shall be binding on both parties, neither of which shall have the right of further appeal.
 - 2. Only the employee and one (1) non-attorney representative and the 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 is self represented. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
 - 3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The neutral may consult with witnesses informally and otherwise investigate the controversy.
 - 4. The neutral may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.

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

Section 8. Hearing Procedure - Major Discipline

- A. Appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary shall be heard by a neutral.
- B. The parties shall maintain a jointly negotiated list of no fewer than seven (7) nor more than eleven (11) neutrals who shall be selected by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the neutral chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the neutral. As soon as possible, a representative from SEIU and the County shall meet to establish the list of up to eleven (11) neutrals.
- C. The hearing shall be set by the Human Resources Director, or designee, and employee representative, or employee, within a reasonable period based on the neutral's availability and other scheduling factors.
- D. The employee and the department/district head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee may be represented only by the exclusive employee organization.
- E. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the department/district head, or the neutral, provided reasonable notice is given the department/district employing the officer or employee. The Human Resources Director, or designee,

shall arrange for the production of any relevant County record. The neutral is authorized to issue subpoenas.

- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the department/district head may, at their own expense, provide a reporter for the hearing.
- G. The expenses of the neutral and transcripts, if required, shall be shared equally by the County and SEIU. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.
- H. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. Within twenty-one (21) days following the submission of the appeal, the neutral shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the neutral shall be final subject to the right of either party to seek judicial review under Section 1280 et. seq. of the California Code of Civil Procedure.
 - 1. The neutral shall confine the decision to issues raised by the statement of charges and responses. The neutral shall act in judicial, not legislative manners. The neutral shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the MOU but, rather, shall interpret and apply its terms.
 - 2. The neutral will not substitute his/her discretion and judgment for that of management for sustained charges unless the neutral finds that discrimination, unfairness, capriciousness, or arbitrary action by the County is proven.
 - 3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the neutral's decision.
 - 4. In the case of discharges, if the neutral finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the neutral.

5. If the neutral finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.
6. The County/District shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.
7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.
8. The neutral shall render findings sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise a reviewing court of the basis for the neutral's decision. If the neutral fails to do so either party may request in writing within thirty (30) days of the issuance of the decision that the neutral render such findings.

Section 9. Evidence and Procedures Applicable to All Hearings

- A. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.a. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.
- C. Irrelevant and unduly repetitious evidence shall be excluded.
- D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments/districts involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.

- E. Oral evidence shall be taken only on oath or affirmation. Any written statements, declarations, or affidavits admitted as evidence shall be made or sworn under penalty of perjury.
- F. Employees not testifying in their behalf may be called and examined as on cross-examination.
- G. The employee and the Department/District Head shall have these rights:
 - 1. To call and examine witnesses;
 - 2. To introduce exhibits;
 - 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 - 4. To impeach any witness regardless of which party first called the witness to testify; and
 - 5. To rebut any derogatory evidence.
- H. The hearing shall be a private proceeding among the County, the employee and the employee organization.
- I. The intention of the parties is that appeals or arbitration hearings be adjudicated as efficiently and economically as possible. Historically the parties have found that the use of legal counsel in the appeal/arbitration process can result in excessive delays, longer hearings, and increased costs. The parties to an appeal hearing or an arbitration hearing hereby commit to instructing their legal counsel to conform to the intention of this Memorandum and to take all necessary steps to expedite the appeal/arbitration hearing and minimize the cost of the hearing.

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

- 1. the simplification of the issues,
- 2. the possibility of obtaining admissions which might facilitate the hearing,
- 3. the quantum of damages, in the appropriate case,
- 4. any preliminary application by either party,

5. any other matters that may aid in the disposition of the action or the attainment of justice.

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

1. a party file and deliver, within a fixed time, to each other party as specified by the neutral, any relevant documents,
2. any preliminary applications be brought within a fixed time or by a specified date,
3. a statement of agreed facts be filed within a fixed time or by a specified date,
4. a party deliver a written summary of the proposed evidence of a witness within a fixed time or by a specified date,
5. experts who have been retained by the parties confer, on a without prejudice basis, to determine those matters on which they agree and to identify those matters on which they do not agree,
6. the hearing be adjourned,

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

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

ARTICLE 13
GRIEVANCE PROCEDURE

Section 1. Discussion of Request or Complaint

It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any employee who believes that they have a justifiable request or complaint shall discuss the request or complaint with their immediate supervisor in an attempt to settle the matter.

Section 2. Grievance Definition

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

- A. Matters arising under any of the following:
1. County Harassment Policy and Complaint Procedure;
 2. County Violence, Threats, and Securities Policy;
 3. Promotional decisions made pursuant to the County's Local Merit System;
 4. Voluntary time-banks;
 5. Placement on Medical-Certification program;
 6. Termination under the Agency Shop provision of this MOU;
 7. Appeals to the Accident Review Committee;
 8. Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;
 9. Complaints within the jurisdiction of state and federal fair employment agencies;
- B. Requests or complaints, the resolution of which is beyond the delegated authority of the Human Resources Director and which by law requires legislative action (i.e. approval) by the Board of Supervisors.

- C. Requests or complaints involving the termination of a probationary employee, or the termination, suspension, demotion or written reprimand in lieu of suspension of a regular employee reviewable pursuant to other provisions of this MOU or reviewable under the State Approved Local Merit System procedure, or written warnings, i.e., written reprimands; directive, corrective, and corrective counseling memoranda.
- D. Requests or complaints initiated by an employee involving change in departmental/district performance evaluations, if the evaluation rating overall is satisfactory or better.

Section 3. Freedom From Reprisal

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

Section 4. Employee Representation/Union Rights

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, provided an employee that is a member of a representation unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution may be represented only by the exclusive employee organization. Reasonable access to work areas by representatives of qualified employee organizations shall be in accordance with Section 19 of the Employee Relations Resolution. The grievant and one (1) representative are entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one (1) representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one (1) representative in order to fully and adequately present the matter.

Section 5. Grievance Petition Form

All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of the MOU violated as provided under Article 13, Section 2.

Section 6. Presentation

All grievance petitions shall be filed within fifteen (15) working days after the discussion with the employee's supervisor, [but in no case shall the grievance be filed more than thirty (30) working days after occurrence of the circumstances giving rise to the grievance] otherwise the right to file a grievance petition is waived and no grievance

shall be deemed to exist. A grievance petition filed by an individual current employee that involves an issue of financial reimbursement may, upon the employee's notice to the union, and subject to all applicable time limits, continue through the grievance process after the employee leaves employment with the County.

Section 7. Consolidation

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

Section 8. Resolution

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

Section 9. Withdrawal

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

Section 10. Time Limits

Grievance petitions shall be processed from one (1) step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

Section 11. Resubmission

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

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

Section 12. Extension of Time

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

Section 13. Grievance Resolution

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

The County agrees to cite specific reasons, including any applicable Articles or Sections of the MOU, or specific provisions or other procedures, that constitute the County's rationale for rejection of the grievance. The Union, by this agreement, does not waive any of its rights to file grievances, unfair practice charges or other means to enforce the MOU in the future. The parties agree to meet in an attempt to resolve any future denials upon the request of the Union.

Section 14. Steps

The following procedure shall be followed by an employee submitting a grievance petition:

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee shall, within ten (10) working days from the date of the event leading to the grievance, discuss the matter with his/her immediate supervisor. The supervisor shall give a prompt response where it is possible to do so. The employee and the supervisor are each entitled to the presence of a silent observer to the employee-supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor.
- B. Step 1. In the event the matter is not resolved as a result of the discussion described in (A.) above, the employee shall, within fifteen (15) working days after the discussion with his/her supervisor, submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's department/district head. Within fifteen (15) working days after submission of the petition, the department/district head, or a designee shall meet with the grievant and the grievant's representative, if any. No later than fifteen (15) working days thereafter, the Department/District Head, or a designee, shall render a written decision.
- C. Step 2. Failing to resolve the grievance at Step 1, the grievant shall submit a written request for review within ten (10) working days following the date the Department/District Head or designee renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) working days of the submission of the request for review. No later than ten (10) working days thereafter, the Human Resources Director, or a designee, shall render a written decision.

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

Section 15. Advisory Arbitration

- A. After submission of a request for review, SEIU and the Human Resources Director, or designee, shall attempt to agree on a neutral.
- B. The parties shall maintain a jointly negotiated list of up to eleven (11) neutrals who shall be selected by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven (7) or more than eleven (11) names. If the neutral chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the neutral.
- C. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.
- D. The expenses of the neutral, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Human Resources Director, or designee, with the employee's department/district head at least two (2) working days in advance of the hearing date.
- E. Prior to the arbitration hearing, the grievant and the Human Resources Director, or designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the neutral. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

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

- F. If the neutral sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU.
- G. Arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- H. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, management or employees of County departments/districts involved in an arbitration concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a grievance hearing.
- I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

ARTICLE 14 ANTI-STRIKE CLAUSE

It is hereby agreed that the Union (SEIU) shall not take part in, nor call, sanction, foster, nor support any strike, work stoppage, slow-down, sick-in, nor interference with the County's operation during the term of this MOU.

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

ARTICLE 15 ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first ten (10) calendar days during which he/she is necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued

sick leave, including, for this purpose, the value of accrued vacation credit and, if the employee so elects, accrued compensatory time off. During a period of temporary disability and in the proportion that the employee is paid for the difference between the temporary disability payments and the regular compensation, he/she shall continue to accrue sick leave and vacation benefits at the regular rate.

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

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

ARTICLE 16 LAYOFF AND REINSTATEMENT

Section 1. Seniority

- A. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire.
- B. Definition of Department. For purposes of this procedure, department shall be defined as the smallest business unit of the
1. the administrative staff of an agency; or
 2. a department; or
 3. a department within an agency; or
 4. a district of the County; or
 5. a County Service Area

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

- C. Whenever more than one (1) employee in a department/district has the same most recent date of hire, seniority shall be determined in the following order: Hours of County service from the most recent date of hire, seniority in classification, and seniority in the department, district or agency.
- D. Except as otherwise provided in this Procedure, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the layoff list.

Section 2. Reduction in Force

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

organization shall be in receipt of the layoff notice twenty-four (24) hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:

1. The reason for layoff;
2. The effective date of the action;
3. If laid off out of seniority.

- E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the department/district, and was not removed there from for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department/district to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven (7) days of written notification of layoff by personal delivery or mailing of a certified letter.

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

- F. SEIU will be provided a copy of the final layoff list.

Section 3. Reassignment

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

Section 4. Employment Counseling and Referral

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

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

Section 5. Departmental Reinstatement List

- A. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under subsection (c) above, shall be placed on Departmental Reinstatement Lists for all classifications of a currently equal or lower salary range in which the employee ever held regular status, provided the department/district is allocated any positions of such classification.
- B. Any vacancy to be filled within a department/district shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
 - 1. The expiration of two (2) years from the date of placement on the list.
 - 2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
 - 3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify his/her department/district head, in writing, of the employee's current mailing address.

4. Request in writing to be removed from the list.

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

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

Section 6. Re-employment

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

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

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

the matter of determining the ability, qualifications, experience, availability and satisfactory work performance shall be made by the Department Head or designate responsible for the hiring decision, but that the Human Resource Department official may also perform such an assessment. It is further understood that any assessment of an individual's ability, qualifications, experience, availability and satisfactory work performance will be measured against the posting requirements for the position. The County agrees to maintain a seniority list of laid-off SEIU members who are entitled to be considered for re-employment under this provision. SEIU members must make themselves available within seven (7) calendar days following the date they are notified.

Section 7. Temporary Recall

Departments/Districts may elect to recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than thirty (30) days and not to exceed four hundred eighty (480) full-time hours within a six (6) month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond four hundred eighty (480) full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under Section 5.D. (4) of this Article.

Section 8. Reporting

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

ARTICLE 17 DRESS CODES AND UNIFORM ALLOWANCES

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

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

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

Section 1. Department of Mental Health Dress Code

- A. Purpose. The Department of Mental Health intends to promote and maintain therapeutic environment in which to provide for the treatment, care and safety of, and administrative services for our consumers. The physical appearance of our staff is a contributing factor to the therapeutic and professional work environment. A well groomed and professional appearance helps create favorable impressions and is a model for our consumers. As such, the Department of Mental Health is clarifying the acceptable dress practices for our staff which is not for the purpose of infringing upon the personal rights of the employee.
- B. Policy. The business attire worn by the staff of the Department of Mental Health is to present a professional, functional/practical, neat, clean, modest and conservative appearance that does not distract from the treatment and education of, administrative services for, and interaction with the consumers and working relationship of staff.

In keeping with the health service nature of the Departmental Health, and in compliance with current legislation, standards of personal appearance and apparel have been established. These guidelines have been established to promote consumer care, reduce the chance of cross infection, and promote the safety of the employee and good public relations.

The supervisors and managers of clinics, offices and facilities will retain the right to ultimately determine the appropriateness of business attire. Generally, staff is to be well groomed and dressed in good taste and free from offending odors. Hair and/or facial hair must be clean. Staff should consider safety factors when selecting clothing, jewelry/accessories and shoes for business wear.

Business attire is to be commensurate with the assigned tasks and is not to be provocative in nature, style, design, fit or fabric.

C. Miscellaneous Criteria

1. Buttons provided by the Department of Mental Health as part of an advertising or communications program are permissible.
2. Sunglasses should not be worn indoors in the Department of Mental Health, unless medically prescribed for temporary use, or approved by Mental Health Administration.
3. Shirts or T-shirts with printed messages offensive to the reasonable person are considered to be unacceptable attire.

4. Scrub suits, smocks, white coats, and heavy leather shoes may be worn in areas as designated by the Mental Health Administration.
5. Photographic employee identification badges will be required as designated by Mental Health Administration.
6. Jeans and overalls of blue denim material are acceptable attire in areas as designated by Mental Health Administration and should be clean, unfaded, and unfrayed.
7. Mental Health Administration reserves the authority to accept shorts during inclement working conditions or when special projects/assignments require flexible clothing.
8. Shorts: Mental Health Administration reserves the authority to accept shorts during inclement working conditions or when special projects/assignments require flexible clothing. Permission to wear shorts shall be based upon risk/liability, safety, and work location/assignment.

D. For Inpatient Treatment Facilities. Clothing can be any color, pattern and fabric which is in fashion and appropriate for business wear.

1. Female Attire

- a. Acceptable Attire Includes: dresses, jumpers, blouses, skirts, pants, jackets and shorts. Leggings, stirrup or stretch pants are considered permissible, only if covered by a blouse, skirt or tunic top with an acceptable hemline length.
- b. Acceptable hemline lengths range from 2" to 3" above the knee to ankle length.
- c. Slits in skirts and dresses should be conservative and in good taste;
- d. Low necklines, obvious bralessness, very sheer fabric, bare midriffs, bare shoulders and spaghetti straps are considered to be unacceptable attire.

2. Male Attire

- a. Acceptable attire includes: suits, jackets, trousers, shirts, sweaters, and polo shirts.
- b. Trousers should skim top of the shoe.
- c. Shirts should be buttoned conservatively and in good taste.
- d. Shirt-tails should be tucked in trousers.

3. Shoes

- a. Safety should be considered when selecting shoes for business wear.
- b. Shoes with leather soles and heels are not recommended due to accident hazards.
- c. The following are not permitted: thongs, clogs, house slippers, shoes without a flexible sole, and if specified by Mental Health Administration, boots not intended for business wear may not be permitted.
- d. Hosiery must be worn at all times, unless otherwise specified by Mental Health Administration.

4. Hair/Makeup

- a. Hair must be clean, neat and styled for business wear.
- b. Sideburns, mustaches, beards and goatees must be neat, clean and properly trimmed.
- c. Makeup should be soft and complimentary in keeping with appropriate business appearance.
- d. Hands and nails should be clean.

5. Jewelry

- a. For your personal safety and security, only jewelry that is modest and conservative in design is permitted. Heavy chains, dangling earrings, and excessively ornate rings can create a safety hazard.
- b. Additionally, jewelry not necessarily required to be worn is not covered under the County Reimbursement for Damaged Clothing or Property Policy, should it be damaged or stolen in the line of duty. For reimbursement of personal items, refer to Reimbursement Policy C-5.

6. Enforcement

- a. It shall be the responsibility of supervisors and managers to enforce the Dress Code Policy. Employees must be in compliance at all times.
- b. Managers and supervisors will counsel anyone whose dress and general personal appearance do not reflect the spirit of these guidelines. Violations will not be tolerated and the violator(s) may be requested to return home to change into more appropriate attire. For the first occurrence, employees will be permitted an hour on

“company” time to return home, change and return to work. Time in excess of one (1) hour will be on their own time. If an employee has no time to cover the time in excess of one (1) hour, or has been previously counseled for taking longer than the allotted time, they may be subject to absent time without pay.

- c. Failure to comply with Dress Code provisions as outlined will result in the implementation of progressive disciplinary measures.

Section 2. Veteran’s Services Dress Code

- A. Purpose. Our department is here to serve veterans, their dependents and survivors. While we realize we cannot meet all needs or obtain all benefits sought, we owe it to our clients to provide courteous, competent and compassionate assistance at all times. In short, we care for these people because they’re special and they need our help.

One way we communicate our attitude towards our clients and to others is by the way we dress and our general personal appearance. Understand that it is quite possible to compromise concern and good intentions in the mind of the object of that concern is our dress and demeanor is perceived as being unprofessional, unkempt, overly-casual, slovenly, or in relative bad taste based on acceptable professional and community standards. The key is how we are perceived by our clients; the standard is how professionals with whom our clients have done business - lawyers, doctors, morticians, VA personnel, insurance agents, realtors, teachers, other government service providers - dress and comport themselves.

If the standard for our dress and comportment is to be what our clients expect or feel comfortable with, let us realize that our clients cover the social spectrum, from bereaved widows of retirees to homeless veterans with post-traumatic stress disorder to young home buyers to war orphans. If there is a common denominator it is that they all look to us as professional service providers. Our appearance, therefore, must meet their most demanding standards while not distancing the occasional, more relaxed expectation.

Management is responsible for employee behavior and performance. Accordingly, management, by example, leadership skills and exhortation will set the tone for department appearance.

- B. Policy. The following general guidelines will apply at all times:
 1. Dress and grooming must conform with acceptable professional community standards and be consistent with the highest expectations of the most exacting clients;
 2. Dress and grooming will, at all times, be modest, professional, non-provocative and appropriate enough so as not to offend or overly arouse clients or co-workers.

3. Work clothes should not restrict but should allow the worker to perform all tasks within their job specifications.
 4. Apparel should be clean and in good repair, buttons buttoned, zippers zipped, shirt-tails tucked in.
- C. Enforcement. The Director will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines. Unacceptable violations will not be tolerated, and the violator may be requested to return home on their time to change into more appropriate attire.

Section 3. Community Health Agency/RCRMC Dress Code

- A. Purpose. In keeping with the high standards that have been established within the Community Health Agency (“CHA”) and Riverside County Regional Medical Center (“RCRMC”) this dress code is intended to specify acceptable practices that support a high standard of excellence.
- B. Policy. The appearance of all employees is important to the total operation and effectiveness of CHA and RCRMC. The general public, visitors and patients’ perception of CHA and RCRMC is influenced in part by the appearance of staff as well as the level of courtesy, professionalism and compassion they receive.

Dress and appearance are key ingredients of the service delivery component of our continuous quality improvement process. A well-groomed and professional appearance helps create favorable impressions, whereas appearance that distracts our patients, visitors, or fellow employees does not reflect the type of impression that is appropriate to the Agency/Hospital environment.

In keeping with the health service nature of our agency/department and in compliance with current rules, regulations and legislation, standards of personal appearance and apparel have been established. These guidelines have been established to promote good service to patients, reduce the chance of cross infection and promote good public relations. The Dress Code is not intended to infringe upon the personal rights of employees but to offer them guidelines and standards to follow.

It is not possible to cover every conceivable question of dress and grooming in a written policy. The best and most effective control has to come from each employee's good judgment of what is best for our obligations to patient care and the public we serve.

There may be differences in some departments’ or division’s dress codes, depending upon the work environment, nature of work performed, and involvement in patient care activities or required uniform. These differences are not intended to conflict with, but are in addition to, this general policy.

- C. General Criteria. Male and female attire and grooming shall be neat, clean, modest, conservative, and free from offending odors and shall meet the highest professional standard of good taste. Identification badges must be worn and easily visible at all times while on duty.

1. Clothing. Clothing can be any color, pattern and fabric which are in fashion and appropriate for business wear.
2. Female Attire
 - a. Acceptable attire Includes: dresses, jumpers, blouses, skirts, pants, jackets and skorts.
 - b. Leggings, stirrup or stretch pants are considered permissible only if covered by a blouse, skirt or tunic top with an acceptable hemline length.
 - c. Acceptable hemline lengths range from 2" to 3" above the knee to ankle length.
 - d. Slits in skirts and dresses should be conservative and in good taste.
 - e. Low necklines, obvious bralessness, very sheer fabric, bare midriffs, bare shoulders and spaghetti straps are considered to be unacceptable attire.
3. Male Attire
 - a. Acceptable attire includes: suits, jackets, trousers, shirts, sweaters, and polo shirts.
 - b. Trousers should skim top of the shoe.
 - c. Shirts should be buttoned conservatively and in good taste.
 - d. Shirt-tails should be tucked in trousers.
4. Shoes
 - a. Safety should be considered when selecting shoes for business wear.
 - b. Shoes with leather soles and heels and boots not intended for business wear are not recommended due to accident hazards.
 - c. The following are not permitted: thongs, clogs, house slippers, and sandals. Open toed shoes are acceptable with the exception that employees in non-patient care areas who must conduct business in patient care areas cannot wear open toes shoes for their own safety.
 - d. Hosiery/socks must be worn at all times.

5. Hair/Makeup

- a. Hair must be clean, neat and styled for business wear.
- b. Sideburns, mustaches, beards and goatees must be neat, clean and properly trimmed.
- c. Makeup should be soft and complimentary in keeping with appropriate business appearance.
- d. Hands and nails should be clean.

6. Jeans. Jeans and overalls of denim material do not reflect a professional appearance and are not acceptable attire unless permitted in areas as designated by CHA and/or RCRMC Administration and, where permitted, should be neat, clean, un-faded, and un-frayed.

EXCEPTIONS: Jeans are acceptable attire for the following CHA and/or RCRMC departments, work units or classifications:

- a. Department of Health and department of Environmental Health.
 - b. The RCRMC Maintenance Department, except the maintenance office personnel.
 - c. The RCRMC classification of Stock Clerk.
 - d. The RCRMC Laundry Department, recognizing that gowns must be worn over jeans.
7. Jewelry. For your personal safety and security, only jewelry that is modest and conservative in design is permitted. Heavy chains, dangling earrings, and excessively ornate rings can create a safety hazard. Additionally, jewelry not necessarily required to be worn is not covered under the County Reimbursement for Damaged Clothing or Property Policy, should it be damaged or stolen in the line of duty. For reimbursement of personal items, refer to Reimbursement Policy C-5.
8. Shorts. Permission to wear shorts shall be based upon risk/liability, safety, and work location/assignment.

Field Service Staff who wear uniforms, Material Management staff who run regular trips to the desert and staff involved in summer pool inspection, summer mobile home park inspections and summer temporary food events (including street fairs), will be allowed to wear shorts between the periods of June 1st to September 30th.

Shorts must be in compliance with the Department/Division Managers' Guidelines. Shorts should be of a solid color, no more than 2" above the knee.

Animal Control staff may wear shorts during this period, if individuals sign a waiver provided by CHA Administration. The waiver will release CHA and Environmental Health from liability for injuries which result from wearing shorts.

For Department of Environmental Health, Environmental Services Division, shorts shall not be worn while investigating complaints, attending meetings or presentations, or performing any other inspection activities.

CHA and RCRMC Administration reserve the authority to accept shorts during inclement working conditions or when special projects/assignments require flexible clothing.

9. Tattoos or Body Art. Employees shall be required to cover any visible tattoos or body art expressions.
10. Facial Piercings. Facial piercings are defined as any jewelry embedded into the facial area, including, but not limited to, the nose, eyebrow, lips and tongue. Facial piercings are not permitted, with the exception of earrings. Employees may wear one small earring, no larger than 5 mm or 3/16 inches in diameter, in each ear. Employees should evaluate the wearing of any ornamentation against the possible safety hazard and the possibility of such items being lost or damaged during the course of duty.

D. Miscellaneous Criteria

1. Buttons provided by CHA or RCRMC as part of an advertising or communications program is permissible.
2. Non prescription sunglasses should not be worn indoors.
3. Shirts or T-shirts with printed messages offensive to the reasonable person are considered to be unacceptable attire.
4. Scrub suits are to be worn only as permitted in SCRUB SUIT POLICY, or by CHA or RCRMC Administration.
5. Employees who come to work in street clothes and change prior to starting work are only subject to dress code requirements while on the job.

E. Enforcement. It shall be the responsibility of supervisors and managers to enforce the Dress Code Policy. Employees must be in compliance at all times.

Managers and supervisors will counsel anyone whose dress and general personal appearance do not reflect the spirit of these guidelines. Violations will not be tolerated and the violator(s) may be requested to return home to change into more appropriate attire. For the first occurrence, employees will be permitted an hour on "company" time to return home, change and return to work. Time in excess of one (1) hour will be on the employee's own time. If an employee has no time to cover the time in excess of one (1) hour, or has been previously

counseled for taking longer than the allotted time, they may be subject to absent time without pay.

Failure to comply with Dress Code provisions as outlined will result in the implementation of progressive disciplinary measures.

Section 4. Registrar of Voters Dress Code

- A. Purpose. In keeping with the high standards that have been established in Registrar of Voters, this dress code is intended to specify acceptable practices that support a high standard of excellence.

One way to communicate our attitude toward those we serve is by the way we dress and our general appearance. Understand that it is quite possible to compromise the department's image as a service provider if our dress and demeanor are perceived as being unprofessional, unkempt, overly casual, slovenly, or in relatively bad taste based on acceptable professional and community standards. The key is how we are perceived by those we serve; the standard is how professionals in the local community have done business, how they dress, and how they comport themselves. The appearance of all employees is important to the total operation and effectiveness of the department. A well-groomed and professional appearance promotes public confidence in those who serve them. In keeping with service nature of Registrar of Voters, standards of personal appearance and apparel have been determined. These guidelines have been established to promote security, professionalism, good public relations, and not for the purpose of infringing upon the personal rights of employees.

- B. Policy.

1. Dress and grooming must conform to acceptable professional community standards and be consistent with the highest expectations of the most exacting people whom we serve.
2. Dress and grooming will at all time be modest, professional, non-provocative, and appropriate enough so as not to offend and overly arouse clients or co-workers.
3. Work clothes should not restrict. Rather, they should allow the worker to perform all tasks within their job specifications.
4. Apparel should be clean and in good repair, and should be in keeping with acceptable standards of dress for the particular assignment of the employee on any given day.
5. Recognizing the non-partisan and neutral position this department must maintain in working the electorate and all political parties, employees shall not wear apparel or buttons with a political message while on duty.

- C. Enforcement. The manager or supervisor will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines.

Violations will not be tolerated, and the violator(s) may be requested to return home on their own time to change into more appropriate attire. For the first occurrence, employees will be permitted one (1) hour of "company" time to return home, change and return to work. Time in excess of one (1) hour will be on their own time, if any employee has no time to cover the time in excess of one (1) hour.

Section 5. Assessor – County Clerk – Recorder Dress Code

- A. Purpose. The Assessor-County Clerk-Recorder's Office is looked upon to perform professional, competent and courteous service to the public. The public's perception of our department is influenced by our appearance. Any exception to this policy is at the authorization of the department/district head and/or his designee.
- B. Policy. The appearance of all employees is important to the total operation and effectiveness of the Assessor-County Clerk-Recorder. Dress and appearance are essential ingredients to the service delivery component of our overall service to the public. A well groomed and professional appearance helps create favorable impressions.

It is not possible to cover every conceivable question of dress and grooming in a written policy. The best and most effective control has to come from each employee's good judgment.

There may be differences in some division's dress codes, depending upon the work involved. These differences are not intended to conflict with, but are in addition to, the General Policy.

Exceptions to the dress code policy may be made to accommodate special occasions such as County or department-sponsored events or concerted union activities.

- C. General Criteria. Male and female attire and grooming shall be neat, clean, modest, and shall meet the professional standard of good taste. Clothing can be of any color, pattern, and fabric which is appropriate for business wear.

1. Female Attire

- a. Acceptable attire includes: dresses, jumpers, blouses, skirts, pants, jackets and dress-like culottes.
- b. Acceptable hemline lengths range from approximately ankle length to 3" above the knee.
- c. Slits in skirts and dresses should be non-provocative and appropriate for the length of the skirt or dress and where no underclothing is visible to others in any posture the employee could logically assume in the course of her workday.

- d. Low necklines, obvious bralessness, very sheer fabric, bare midriffs, bare shoulder (e.g. halter-tops), tee shirts (novelty, athletic or underwear type) shorts, sweatshirts or sweat pants, leggings (e.g. spandex, cotton knit or athletic type) and spaghetti straps are considered unacceptable attire.

2. Male Attire

- a. Acceptable attire includes: suits, jackets, trousers, shirts sweaters and polo shirts.
- b. Shirts should be buttoned appropriately and in good taste.
- c. Shirrtails should be tucked into trousers.
- d. Tee shirts (novelty, athletic or underwear type) and sweatshirts are considered unacceptable attire.

3. Shoes

- a. Safety should be considered when selecting shoes for business wear.
- b. The following are not permitted: thongs, clogs, house slippers, shoes without a flexible sole, boots not intended for business wear, and tennis shoes.

4. Jeans

- a. Jeans and overalls of denim material do not reflect a professional appearance and are not acceptable attire unless permitted in areas as designated by Assessor-County Clerk Recorder Administration.

EXCEPTIONS: Jeans are acceptable attire for the following Assessor-County Clerk-recorder departments or classifications:

- (1). The classification of Stock Clerk.
- (2). The staff of the Records Management Program, except office personnel.
- (3). Temporary work assignments may require variations on this policy; such variations must be cleared with the section supervisor first.
- (4). From time to time, the appraisal staff may be required to do field inspections in the course of their duties that, by their nature, would dictate more casual attire for comfort and safety considerations. This is not intended to be a blanket approval for all field work, but limited to those situations where it is justified.

5. Hair/Makeup/Grooming

- a. Hair must be clean, neat and styled for business wear.
 - b. Sideburns, mustache, beards and goatees must be neat, clean, and properly trimmed.
 - c. Makeup should be soft and complimentary in keeping with appropriate business attire.
 - d. Hands and nails should be clean.
 - e. Grooming shall be neat, clean and free from offending odors.
- D. Miscellaneous. Any type of button such as political campaign buttons, religious statements and miscellaneous slogans are not permitted. Exceptions may be made to accommodate special occasions such as County or department-sponsored events.
- E. Casual Friday. Casual Friday attire is permitted on Fridays only. Traditional business wear is always acceptable, but if the employee prefers to wear more casual attire on Fridays, that is also acceptable.
1. Acceptable attire may include jeans and tennis shoes. Jeans should be neat, clean, un-faded or un-frayed. Tennis shoes should be in good condition.
 2. Unacceptable attire includes shorts, tee shirts (novelty, athletic or underwear type), sweatshirts or sweat pants, exposed midriff tops and leggings (e.g. spandex, cotton knit or athletic type).
- F. Enforcement. It shall be the responsibility of the supervisors and managers to enforce the Dress Code Policy. Employees must be in compliance at all times.

An employee will be counseled at any time his or her dress and general appearance does not reflect the spirit of these guidelines. Violations will not be tolerated. An employee will be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of the Dress Code Policy.

Failure to comply with the Dress Code Policy provisions as outlined will result in the implementation of progressive disciplinary measures.

Section 6. Sheriff's Department Dress Code

Employees covered under the terms of this MOU who are assigned to the Sheriff's Department shall be required to comply with the provisions of the Sheriff's Department General Orders that pertain to Grooming Standards, Dress Code and Uniforms.

Section 7. OASIS Dress Code

- A. Purpose. This dress code is intended to provide clear guidelines for the professional appearance of OASIS staff. It is meant to promote professional and good customer relations without infringing upon the personal rights of employees.
- B. Policy. These guidelines have been established to present a professional, practical, neat, clean, modest and conservative appearance that does not distract from providing excellent customer service and the working relationship of the staff. A well-groomed and professional appearance of all employees promotes customer confidence. The dress attire for OASIS staff shall be business casual. Any exception to this policy is at the authorization of the Department Head and or designee.
- C. General Guidelines. Both male and female attire shall be neat, clean, modest, conservative, and in good repair (without holes, tears, fraying or discoloration) at all times.
1. Personal Grooming shall be neat, clean and free from offending odors.
 2. Cologne/Perfume shall be worn in a manner so as not to be offensive to others.
 3. Personal Appearance. Dress and grooming will at all times be modest, professional, non-provocative and appropriate enough so as not to offend co-workers, county employees from other departments, contractors or vendors.
 4. Hair. Head and facial hair (beards and mustaches) shall be neat, clean and properly trimmed and free from offending odors.
 5. Tattoos. No visible tattoos, which could be considered offensive to the reasonable person or body piercings, are permitted.
 6. Piercings. Nose piercings, no larger than three (3) millimeters (mm) or one-eighth of an inch (1/8), are permissible; however, all other facial piercings are not permitted. Facial piercings are defined as any jewelry embedded into the facial area.
 7. Acceptable Attire
 - a. Female Attire
 - (1). Acceptable attire includes dresses, jumpers, blouses, sweaters, polo shirts, skirts, pants, gauchos, culottes and jackets.
 - (2). Acceptable hemline lengths range from approximately ankle length to 2" - 3" above the knee.

- (3). Slits in skirts and dresses should be conservative and appropriate for the length of the skirt or dress and where no underclothing is visible to others in any posture the employee could logically assume in the course of the workday.
- (4). Low necklines, obvious bra-less-ness, very sheer fabric, bare midriffs, tube-tops, halter-tops, tee shirts (novelty, athletic or underwear type), sweatshirts, sweatpants, leggings, shorts/skorts and spaghetti straps are considered unacceptable attire.
- (5). Pants, skirts and dresses in leather, leather-like, or vinyl material are not acceptable attire.

b. Male Attire

- (1). Acceptable attire includes: suits, jackets, polo shirts, dress shirts, business shirts, sweaters, and trousers.
- (2). Shirts should be buttoned appropriately and in good taste.
- (3). Shirrtails should be tucked into trousers
- (4). Trousers should be an appropriate length.
- (5). Tee shirts (novelty, athletic or underwear type), sweatshirts, sweatpants and shorts are considered unacceptable attire.

8. Shoes

- a. Shoes should be appropriate for the style of dress and safe for the work environment.
- b. Flip flops, thongs, house slippers, athletic shoes are not permitted.
- c. Heels, wedges or platforms over 3" are not permitted.

9. Jeans. Jeans and overalls do not reflect a professional appearance and are not acceptable attire. (See Casual Friday for exception)

D. Casual Fridays. Employees may "dress down" on Fridays as long as they do not have contact with customers or their division manager does not dictate otherwise.

1. Acceptable attire may include jeans and athletic shoes. Jeans should be neat, clean, in good condition, un-faded or un-frayed. Athletic shoes should be in good condition.
2. Unacceptable attire would include all other unacceptable attire listed in the general guidelines above.

- E. Enforcement. Management and supervisors are responsible for employee behavior and performance. Accordingly, management and supervisors will set the tone for department appearance and it shall be their responsibility to enforce the dress code policy.

Dress code policy will not be enforced if the employee is called in to work on weekends or after normal business hours. Any employee scheduled to work on the weekend or night shift must comply with the dress code policy. Employees must be in compliance at all times and enforcement is required department wide.

Managers and supervisors will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines.

Employees who are not in compliance will be requested to return home to change into more appropriate attire. For the first occurrence, employees will be permitted one (1) hour paid time to return home, change and return to work. Time in excess of one (1) hour will be on the employee's own time. If an employee has no time to cover the time in excess of one (1) hour they will be subject to absent without pay time. Any additional violations will be on the employees own time. If there are no accrual balances available, the time used will be absent without pay.

Failure to comply with the dress code provisions as outlined will result in progressive disciplinary measures.

Section 8. Riverside County Information Technology (RCIT) Dress Code

- A. Purpose. This dress code is intended to provide clear guidelines for the professional appearance of Riverside County Information Technology (RCIT) staff. It is meant to promote professionalism, employee safety, good public and customer relations, and accomplish the objectives of the policy without infringing upon the personal rights of employees. Any exception to this policy is at the authorization of the Department Head and/or Designee.
- B. Policy. The objective is to communicate a professional attitude by both dress and general appearance. The appearance of all employees is important to the total operation and effectiveness of RCIT. A well-groomed and professional appearance promotes customer and public confidence. Staff will compromise their image if customers perceive their dress and demeanor as unprofessional, unkempt, overly casual, slovenly, or in bad taste based on acceptable professional and community standards. These standards are based on how professionals in the local community carry out their business, how they dress, and how they conduct themselves.
- C. General Guidelines.
1. Acceptable Professional Community Standards. Dress and grooming must leave a positive professional image with citizens and County customers while being consistent with the highest expectations of the most exacting people served by RCIT.

2. Personal Appearance. Dress and grooming will be modest, professional, and appropriate enough so as not to offend clients or co-workers.
3. Personal Grooming. Employees shall maintain good personal grooming to promote a professional image and maintain safety in the workplace. Grooming shall be neat and clean. Hair, including facial hair, must be clean, neat, trimmed, and styled for professional business wear.
4. Apparel. Work clothing should not restrict and should allow staff to perform all tasks within their job specifications. Apparel should be clean and in good repair (without holes, frays, discoloration, wrinkles or stains). It should be in keeping with acceptable standards of dress for the particular assignment of the employee on a given day, such as an employee working in an office would wear business attire while those working in rugged areas have different standards. Individuals working with equipment must comply with County safety codes.
5. Political Messages. Recognizing the non-partisan and neutral position RCIT must maintain working in a political environment, employees, while on duty, shall not wear apparel or buttons with a political message in support of political candidates, written religious statements or miscellaneous slogans. Union buttons are acceptable.
6. Reimbursement for Damaged Clothing. Refer to Board of Supervisors Policy C-5 for guidelines.
7. Attire
 - a. Acceptable office attire includes suits, jackets, dresses, blouses, sweaters, shirts with collars and sleeves, polo shirts, skirts, trousers, and slacks.
 - b. Un-acceptable work attire includes shorts, cut-offs, all clothing made of denim material, sweat suits, exercise or warm-up pants, excessively short skirts, tank tops, and tee-shirts.
 - c. Hats or baseball caps shall not be worn in any indoor RCIT work environment.
 - d. Blouses or shirts with shirt tails should be tucked in at all times. Exceptions include blouses or shirts without shirt tails designed to be worn outside.
 - e. Blouses and shirts may not contain vendor logos, emblems, or advertisements.
 - f. Blouses, shirts, hats and baseball caps with imprinted messages, political statements, or humorous or novelty phrases may be offensive to others and are unacceptable in any RCIT work environment.

8. Shoes

- a. Shoes shall be professional and complementary to the business environment.
- b. Safety should be considered when selecting shoes for business wear.
- c. Thongs, house slippers, and white or canvas athletic shoes are not acceptable in any RCIT work environment. Black or brown leather athletic shoes are acceptable in the appropriate business environment (i.e. field work).

- D. Casual Fridays. Employees may "dress down" on Fridays unless the nature of the person's position, the discretion of a division manager, or contact with the public or customer departments dictates otherwise.

"Casual Friday" dress code is the same as the specific policy provisions above with the following exception:

1. Employees generally required to wear business formal attire may dress in business casual attire. Business formal generally refers to business suits, while business casual attire refers to attire worn in the every day work environment.

- E. Summer Casual. During the summer months, the Board of Supervisors usually exempts staff from wearing business formal attire and permits business casual attire subject to specific policies and exceptions.

"Summer Casual" dress code is the same as the specific policy provisions above with the following exception:

1. Employees generally required to wear business formal attire may dress in business casual attire as outlined in "Casual Friday" attire above.

- F. Safety Equipment. Any employee working in an area where wearing safety equipment is a requirement shall use the safety equipment per the guidelines of those standards. This included warehouse workers, field technicians, or technical support personnel.

Some RCIT environments require wearing safety equipment such as safety boots, hard hats, safety glasses, reflective clothing, and gloves. Sweatshirts without logos, emblems, or advertisements are acceptable in the appropriate work environment (i.e. field work). While Personal Protective Equipment (PPE) is not a part of this policy, impacted employees shall wear PPE in accordance with the RCIT Injury and Illness Prevention Plan (IIPP) maintained by RCIT Administration.

- G. Enforcement. Dress code policy will not be enforced if the employee is called in to work on weekends or after normal business hours. Any employee scheduled

to work on the weekend must comply with the dress code policy.

Any employee found to have violated this policy may be subject to progressive disciplinary action. Managers and supervisors will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines. Staff members will be given written notice for the first incident of wearing improper attire. Violations will not be tolerated and the violator will be requested to return home to change into more appropriate attire. For the first occurrence, employees will be permitted one (1) hour on "company" time to return home, change and return to work. Time in excess of one (1) hour will be on their own time. If an employee has no time to cover the time in excess of one (1) hour, or has been previously counseled for dress code violations, they will be subject to absent without pay time.

Section 9. Fire Department Dress Code

Employees covered under the terms of this MOU who are assigned to the Fire Department shall be required to comply with the provisions of the Fire Department's Uniform Specifications, Acquisition and Grooming Standards.

A uniform consists of specific outer garments which the employee is required to wear exclusively while carrying out the duties and responsibilities of a position. A uniform further includes items that serve to identify the person, agency, function performed, rank or time in service.

Employees must begin each workday clean and neat and attired in the properly fitting prescribed uniforms. Employees will use prudence in wearing repaired uniform garments. Uniform items with visible areas of wear or disrepair, which detract from the employee's appearance, will not be worn. An annual inspection by the unit manager may be made to ensure that each employee possesses the required uniform complement and that uniforms are in acceptable condition. The employee's immediate supervisor is responsible for enforcing this on a daily basis.

Section 10. Uniform Allowances

A. Fire Department Employees. The County shall provide an allowance for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee annually for each person employed in the following classifications:

- Fire Safety Supervisor
- Senior Public Safety Communications Officer
- Supervising Fire Prevention Technician
- Emergency Services Coordinator
- Emergency Services Program Supervisor
- Public Information Specialist
- Senior Public Information Specialist

The employee shall not be given a money allowance, but shall be supplied with a uniform obtained from a contract vendor. All parts of the uniform, furnished or replaced by the county, shall remain the property of the County, and upon termination shall be returned to the Fire Department or an appropriate amount

shall be deducted from the employee's final check.

Each employee must obtain written authorization through their supervisor before going to an approved vendor. The allowance will be issued from County Fire Finance based on each employee's anniversary date and completed annually thereafter (based on a rolling calendar year). It is the employee's responsibility to request the allowance through their supervisor.

Once approval is received, the employee will then obtain new article(s) of clothing from the contract vendor. It is the employee's responsibility to expend no more than the maximum uniform allowance inclusive of all taxes and/or alterations. Any amount over the maximum is the employee's responsibility to pay the vendor. Any remaining allowance does not roll into the following year of anniversary date.

The uniform allowance will be tracked by County Fire Finance per each employee's anniversary date to ensure that the annual uniform allowance is not exceeded per employee. No uniform vouchers will be issued prior to the anniversary date.

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

- B. Animal Control Employees. Permanent employees in the Supervising Animal Control Officer, Senior Animal Control Officer, Animal Control Officer, Animal License Inspector and Animal Control Trainee classes, so long as they are required to wear uniforms in the performance of their duties, will be provided five (5) uniforms, each consisting of a shirt and pants. Worn out or damaged uniforms, as determined by the department head, may be replaced by turning in the worn out or damaged article. The employee upon termination shall return all shirts and pants purchased by the County.
- C. Cooks. Permanent employees working for the Riverside County Regional Medical Center in the classification of Supervising Cook will be provided four (4) shirts and two (2) pants. Worn out or damaged shirts and pants as determined by the Department, may be replaced by turning in the worn out or damaged article. The employee upon termination shall return all shirts and pants purchased by the County.
- D. Other Classifications. The County will provide the following uniform allowances to employees in the following classifications:

<u>Department</u>	<u>Classification</u>	<u>Annual Allowance</u>
RCRMC	Mental Health Facility Housekeeping Supervisor	\$600
	Lead Housekeeper	\$161
Fleet	Senior Fleet Services Assistant	\$161
	Garbage Branch Supervisor	\$161-286
	Automotive Services Supervisor	\$161-260

TLMA	Supervising Land Surveyor	\$239
	Senior Land Surveyor	\$239
	Traffic Signal Supervisor	\$239
	Tech Engineering Unit Supervisor	\$239
	Assistant District Road Maintenance Supervisor	\$255
	Survey Party Chief	\$239
	Survey Party Chief RE/LLS	\$239
	Equipment Service Supervisor	\$369
	District Road Maintenance Supervisor	\$255

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

Classification	District SEIU Job Code	Annual Allowance
Maintenance & Construction Worker -WRMD	80029	\$150
Equipment Operator I & II -WRMD	80023/80024	\$150
Senior Equipment Operator -WRMD	80073	\$150
Landfill Safety Monitors -WRMD	80006	\$175
Laborer -WRMD	80028	\$0
Crew Lead Workers -WRMD	80056	\$175
Haz. Waste Inspector -WRMD	80048	\$400
Senior Haz. Waste Inspector -WRMD	80075	\$400

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

F. Regional Park & Open Space District.

Employees holding regular positions in the Parks District in the following classifications will be provided uniforms, so long as they are required to wear uniforms in the performance of their duties:

<u>Classification</u>	<u>Annual Allowance</u>
<u>General Unit</u>	
Park Ranger I	\$350
Park Ranger II	\$350
Senior Park Ranger	\$350

Park Attendant	\$350
Park Maintenance Worker	\$350
Maintenance Carpenter	\$350
Grounds Worker	\$350
Park Interpreter	\$350

Supervisory Unit

Park Maintenance Supervisor	\$350
Area Park Manager	\$350
Interpretive Services Supervisor	\$350
Park Ranger Supervisor	\$350
Natural Resource Specialist	\$350

Initial Issue of Uniforms.

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

Annual Uniform Allowance.

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

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

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

ARTICLE 18
VOLUNTARY TIME-BANK

Section 1. Catastrophic Time Bank

Any department/district considering establishing a Time-Bank for its eligible employees shall follow the guidelines below:

- A. Definition of eligible employees. Only employees in budgeted ("Regular") positions are eligible to participate in the Riverside County Voluntary Time-Bank Policy.

- B. Definition of catastrophic illness or injury. Catastrophic illness or injury is a severe illness or injury which is expected to completely and totally incapacitate the employee for at least two (2) weeks and which creates a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (i.e., the spouse, registered domestic partner, son, daughter, step-son, step-daughter, foster-son, foster-daughter, child of registered domestic partner, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for at least two (2) weeks to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted.
- C. Conditions and procedures under which a Time-Bank for catastrophic illness/injury may be established.
1. Only the department/district head, upon concurrence from the Human Resources Director, may request establishment of a Time-Bank for an employee within the department/district who is suffering a financial hardship due to a catastrophic illness or injury.
 2. When the department/district head has determined that an employee would benefit from the establishment of a Time-Bank, the department/district head will contact the employee to determine if the employee desires to participate in a Time-Bank program. If the employee desires to participate in the Time-Bank program, the department/district head will contact the Human Resources Department and recommend the establishment of the program.
 3. The Time-Bank will be established on behalf of an individual employee. The bank will accept donations of leave from one (1) or more donors.
 4. The Time-Bank will be operated by the Human Resources Department. The department/district head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.
 5. On establishing a Time-Bank program, the Human Resources Department should ensure that only credits that are necessary are donated. All donations are not retrievable.
- D. Conditions under which leave credits may be donated to a Time-Bank.
1. Any employee may donate vacation, holiday accrual, or administrative leave. Sick leave and compensatory time may be not donated.

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

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

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

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

A department/district head who decides that the department will participate in a Time-Bank program will arrange with the Human Resources Department for the establishment of the Time-Bank for the individual. The procedure to be followed must include:

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

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

G. The Human Resources Department will:

1. Receive from the employee benefiting from the Time-Bank proof of eligibility and a signed agreement allowing publication of the employee's situation.
2. Determine qualification, under the standards above, for the establishment of a Time-Bank.
3. Control the Time-Bank program.
4. The employee benefiting from the Time-Bank and the Human Resources Department will agree on the content of the publicity.
5. Publicize the establishment of the Time-Bank program. The notice will inform all employees of:
 - a. The establishment of the voluntary program.
 - b. Their opportunity to donate.
 - c. How donations are submitted.
6. Notify the department/district head immediately if the program cannot be established and the reason(s).

Section 2. Use of Holiday Bank

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

Section 3. Small Pox Vaccinations: Volunteer Time Bank

The County agrees to establish a small pox volunteer sick leave time bank to accommodate employees who may have a need to use sick leave time off due to

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

ARTICLE 19
APPEAL PROCEDURE
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures

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

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

determination will be sent to the employee's department/district and their representative or the employee.

5. If there is no appeal made within the stipulated time limits, the final copy of the Accident Review Committee's determination will be sent to the employee's department/district and the employee.
- E. The County will release the employee from work with pay for the actual time needed for their presentation. An employee is not entitled to preparation time or mileage paid by the County. In cases where the employee is in an outlying area, a presentation may be made by a telephone conference call with the Accident Review Committee at the employee's option.
- F. Employee is entitled to any information that the County uses upon which it bases its initial determination.

ARTICLE 20 ALCOHOL AND DRUG ABUSE POLICY

The Board of Supervisors Policy C-10 was enacted to eliminate substance abuse and its effects in the workplace. The policy provides that employees shall not be under the influence of alcohol or drugs while on duty or on a standby or an on-call status; or consume alcohol or illicit drugs while on County property or at work locations or while on duty; or possess controlled substances or prescription drugs without a prescription while on duty. Employees shall not: manufacture, sell, provide, distribute, or dispense prescription drugs or controlled substances to any other employee or to any person while on duty unless authorized by law; or sell, provide, distribute, or dispense alcohol to any other employee while such employee is on duty.

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

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

ARTICLE 21 DISCRIMINATION COMPLAINT PROCEDURE

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

ARTICLE 22
BENEFIT PROGRAMS

Section 1. Flexible Benefit Contributions

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

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

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

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

\$465.00 per month (\$232.50 per biweek for twenty-four (24) biweeks/year).

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

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

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

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

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

While qualifying employees may waive medical coverage, at least one (1) of the flexible benefit options must be taken (medical, dental, or Flexible Spending Account) to receive cash back.

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

- C. Employees electing not to participate in a County sponsored health care plan must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical coverage shall be received by the Human Resources Department within sixty (60) days from date of hire, and annually during Open Enrollment.

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

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

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

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

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

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

Section 2. Insurance

- A. Optical Insurance. The County agrees to provide an optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this

benefit in this MOU). An employee's option for optical insurance only does not qualify the employee for cash back.

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

Section 3. Other Benefits

- A. Flexible Spending Accounts (FSA). The County agrees to provide Flexible Spending Accounts as an option under the County's flex benefit plan (cafeteria plan). Participation is voluntary for eligible employees and paid by employee contributions.
- B. Short-Term Disability (STD). The County agrees to provide a STD plan to eligible employees except the Supervisory Unit. The County shall pay for the STD benefit.
- C. Long-Term Disability (LTD). The County agrees to provide an LTD plan to eligible Supervisory Unit employees. The County shall pay for the LTD benefit.
- D. Post Employment Program. The County shall provide a Post-Employment Program wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit.
- E. Workers' Compensation. Workers' Compensation benefits are provided in accordance with the California Labor Code. The County expands these benefits to include full salary for the first ten (10) calendar days of absence and use of accrued leave time thereafter to make up the difference between temporary disability and full salary.

Section 4. Partial Benefit Nurse

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

Section 5. Special Provision on Health Insurance Plans

The parties agree to meet and consult during the term of this agreement under the following conditions:

If SEIU is able to procure health insurance with health providers being utilized by the County with a similar plan design, at no additional cost to the County and at a less expensive cost to the employees of Riverside County.

The parties agree to meet and consult only on the issue of offering the health insurance plan(s) procured.

ARTICLE 23
AGENCY SHOP

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

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

Current employees in the unit who are now SEIU members shall remain SEIU members for the period of this MOU. Employees who are hired on or after the effective date of this MOU, and are in a job classification within a representation unit of SEIU covered by this MOU, the County, in conformance with the provisions of Government Code Section 3508.5(b), shall deduct the payment of service fees to SEIU from the employees' paychecks. Furthermore, employees hired on or after July 3, 1986, shall, within thirty (30) days from the effective date of this MOU, become a member of SEIU or, pursuant to the provisions of Government Code 3508.5(b) the County shall automatically deduct the payment of service fees to SEIU from the employee's biweekly paycheck.

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

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

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

Whenever a unit member shall be delinquent in the payment of dues or fees, SEIU shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Human Resources Director, or designee,. In the event the unit member fails to cure said delinquency, SEIU shall

request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws.

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

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

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

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

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

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

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

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

ARTICLE 24
MAINTENANCE OF MEMBERSHIP
(Supervisory Unit Only)

Employees in the Supervisory representation unit who are members of SEIU on June 29, 1989, shall remain members during the period covered by this MOU. Such employees may withdraw during the month of April of any year as described below.

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

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

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

ARTICLE 25
SEIU PENSION RELIEF

Section 1. SEIU National Industry Pension Fund (NIPF):

Effective July 1, 2010 and thereafter, the County shall no longer be required to make biweekly contributions to the SEIU NIPF on behalf of SEIU 721 represented employees.

Section 2. SEIU Pension Relief Bank:

The parties agree to the establishment of an SEIU Pension Relief Bank (hereinafter referred to as the "Bank"). Starting on July 1, 2010, all savings realized from the establishment of two (2) lower salary steps as mentioned in the special provision of Article 6, Section 2(B) will be credited into this "Bank" until June 30, 2011.

During the term of this agreement, such credits may only be deducted from the "Bank" in relation to increased costs from existing rates of the PERs pension for SEIU represented employees in Riverside County.

The County shall provide the Union with a semi-annual report on the status of the "Bank." The report will include the amount of accumulated credit and the amount of any deductions made.

It is agreed by the parties that any change in the PERS pension plan design mandated at the state level during the term of this agreement, if any, which results in a lesser cost to the County than the July 2010 cost, will result in the elimination of the two (2) lower salary steps established from the special provision of Article 6, Section 2(B) from that date forward.

The special provision of Article 6, Section 2(B) allowing the addition of two (2) lower salary steps shall expire on June 30, 2011 unless otherwise negotiated by the parties in the successor MOU.

ARTICLE 26
SEPARABILITY

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

ARTICLE 27
JOINT LABOR/MANAGEMENT COMMITTEES

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

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

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

The County and SEIU agree to have Labor-Management meetings monthly, except if indicated differently below:

Information Technology

- To evaluate the Dynamic Skills process
- Ability to recruit and retain staff
- To review the systems flexibility to maintain the highest standard of expertise for the County
- Skill assignment objectivity, neutrality, and equity
- Make recommendations on improvements

Housing Authority (Quarterly Meetings)

- Work together to improve morale
- Review career ladders
- Strategize on ways to minimize the impact of decreased federal funding on clients and employees
- Other issues as they arise

DPSS/CPS and APS

- Review obstacles and devise solutions to implement SB2030 in Riverside County
- Work together to improve morale
- Review career ladders
- Improve efficiencies and streamline documentation
- Strategize on ways to minimize the impact of decreased state funding on clients and employees
- Yardstick as a goal
- The availability of additional compensation for workers with caseloads over the yardstick
- Ways to improve recruitment and retention
- Training and support of CPS workers
- Case load management and coping methods when targeted levels are exceeded
- Supervision of initial caseloads (including consideration of mentor programs)
- Discussion of how to deal with inadvertent errors or omissions when caseloads are high
- Review compensation for licensures
- Review of International Travel policies and procedures

Community Health Agency (CHA) (ad hoc meetings)

Riverside Regional Medical Center (RCRMC)

- Discussion and review of improving existing wage scales
- Use of Registry
- Ways to improve recruitment and retention
- Improving conditions for Detention Nurses

Riverside Sheriff's Department (RSD)

- Review of compaction issues to facilitate promotional opportunities
- Ways to improve recruitment and retention
- Discussion of re-classifications
- Work together to improve morale through member resources
- Improve efficiencies
- Other issues as they arise

Waste Resources Management District (WRMD) (ad hoc meetings)
• Address workplace issues as they arise.

Regional Park & Open-Space District (ad hoc meetings)
• Address workplace issues as they arise.

ARTICLE 28
SPECIAL PROVISIONS

Section 1. Registered Nurses Unit

A. R.N. License To Practice (Also Applicable to Nurses in the Supervisory Unit)

1. All positions requiring a Registered Nurse's license are required to hold a current valid license in the State of California.
2. It is a professional expectation that licenses are renewed prior to expiration. It is the employee's responsibility to maintain a current valid license. License expiration dates will be maintained by the agency or department, and employees will not be allowed to work past the expiration date of the license without proof of renewal via primary source verification.
3. Primary Source Verification:

It is acceptable to verify current licensure with the primary source via a secure electronic communication. This verification must be documented prior to the expiration date of the license.
4. Disciplinary Action:

If the employee is unable to meet the requirements of Article 28 Section 1 A. 3 above, he/she shall not be allowed to continue working and disciplinary action shall be instituted in accordance with Article 11 of this MOU. During this time period, the employee may elect to use vacation, holiday or compensatory time he/she has accrued, or they will be considered absent without pay.
5. Interim Permittee licenses will expire at midnight of the stated expiration period.

Section 2. Career Ladders/Assessment Boards

A. Assessment Board for Registered Nurses and Nurse Practitioner Series (Not applicable to Nurses in the Supervisory Unit) An Assessment Board shall be established in each County department where the above series is employed. The primary purpose is to determine if the County criterion has been met by

applicants seeking promotion within the career ladder. The composition of the Assessment Board shall consist of five (5) members as follows:

1. One (1) employee member from the Registered Nurses Unit. The first Assessment Board meeting may use a substitute of a SEIU staff member in place of the employee member.
2. One (1) outside citizen member or member from another County or another County department of Riverside County.
3. Three (3) members from the department for which the Assessment Board is convening.
4. The Assessment Board shall include a physician when reviewing applicants for advanced level of Nurse Practitioner. The appointment may be an outside citizen appointment or one (1) of the department members of the Board.
5. The Assessment Board shall meet at least annually.
6. Appointments made shall be permanent promotional. Strict adherence shall be made in applying the County criterion for these promotions.

B. Career Ladder for Physician Assistant I, II and III, and Physician Assistants – Adult Detention. Assessment Board for Physician Assistant I, II, and III, and Physician Assistants - Adult Detention.

An Assessment Board shall be established in each County department where the above series is utilized. The primary purpose is to determine if the County criteria have been met by applicants seeking promotion within the career ladder. The composition of the Assessment Board shall consist of five (5) members as follows:

1. One (1) employee member from the Professional Unit. The first Assessment Board Meeting may use a substitute of a SEIU staff member in place of the employee member.
2. One (1) outside citizen member or member from another County or another County department of Riverside County.
3. Three (3) members from the department for which the Assessment Board is convening.
4. The Assessment board shall meet at least once a year.

5. Strict adherence shall be made in applying the County criteria for these promotions. The criteria used must be approved by the County Human Resources Department.

C. Nursing Education Incentive Programs.

The County will provide up to an aggregate total of twenty-five thousand dollars (\$25,000) per year for education incentives. Nurses shall apply for reimbursement through County Human Resources.

LVN to RN Certification. The County will establish a fiscal year fund of five thousand dollars (\$5,000) each year of the contract for the exclusive use of the contract, for the exclusive use by Licensed Vocational Nurses pursuing attainment of Registered Nurse Certification for the time frame covered by this agreement. Eligibility is restricted to those in regular positions as Licensed Vocational Nurses. The fund will be administered by the County. Based upon criteria established jointly by the County and the Union, the fund can be used for reimbursement of Tuition and Community College registration fees and books for courses applicable to the attainment of a Registered Nurse certification. Eligibility for reimbursement is contingent upon an approved course or seminar completed with, where applicable, a grade of "C" or better or "Pass" when taken on a pass/fail basis.

Section 3. Regional Park & Open Space District Unit

A. Fingerprinting

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

B. Assigning Parks District Employee to Reside in District Owned Residences

1. General Criteria.

The following general criteria shall be applied:

- a. What are the needs of the District and County?
- b. What job skills are needed at the specific location?
- c. Does employee desire to live in particular housing in question?
- d. What is employee's family size in relation to offered housing?
- e. Has employee previously resided in District owned housing?
- f. Nature and character of employee's employment record with the District.
- g. Employee to sign an agreement to rent or lease.

2. Possessory Interest Tax

Possessory interests are created when a right to possession or exclusive use of land or improvements owned by a non-taxable agency (County, in this case) is granted to a private party (District employee, in this case). Possessory interest tax is based on the amount of property occupied by resident as determined by the County Assessor's Office.

For Planning purposes only: The possessory interest tax on a District owned residence in a County park occupied by a County Parks District employee with a fair-market rental value of five hundred dollars (\$500.00) per month could be one hundred fifty dollars (\$150.00) per year. Possessory interest tax is assessed and paid annually.

3. Utility Charges

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

C. Terminating District-Owned Employee Occupied Housing Agreement

The following criteria shall be applied:

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

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

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

Section 4. Waste Resources Management District Unit

- A. Hepatitis B Vaccination. Upon receiving prior authorization, any employee whose regularly assigned duties require him/her to be in constant contact with landfill waste shall be granted paid time off to obtain a Hepatitis B vaccination(s). In the event the employee's health plan does not cover the cost of such vaccination, the Department/District shall provide the vaccination through Occupational Health or, for employees assigned to work at desert locations, through the nearest County Public Health Clinic.
- B. Class "B" License. Effective upon adoption of this MOU, employees in all Equipment Operator classifications shall be required to hold a valid Class "B" California Driver's License. The District/County will maintain a record of the current status of employees' license.
- C. License Requirement. Employees are required to provide to the Department/District a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

If the change restricts the employee's ability to drive and driving is an integral part of his/her normal duties, he/she shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) days the employee has failed to have his/her license reinstated he/she will be deemed to have applied for and obtained an additional leave of absence of up to fifteen (15) calendar days, during which the Department/District may take action to separate employment pursuant to Article 11.

- D. Worksite Clean-Up Facilities. The Department/District shall provide hand washing facilities at each landfill worksite, for wash up activities, with the understanding that the Department/District will comply with Cal OSHA requirements.

ARTICLE 29
COMPENSATION

Section 1. General Wage Increases

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

Section 2. Retention Bonus

Employees shall receive a retention bonus under the following conditions:

- A. Command Post. All employees assigned to the Command Post shall receive a quarterly retention bonus of one thousand fifty (\$1,050.00) dollars. To qualify for the quarterly bonus an employee assigned to the Command Post must work at

least seventy-five (75%) percent of their regularly scheduled daily shifts during the fiscal quarter. The employee must complete their entire shift to be counted toward the 75%. The retention bonus will be prorated during the first and last fiscal quarter the employee is assigned to the Command Post, assuming the employee works seventy-five (75%) percent of their regularly scheduled shifts during these quarters.

- B. Sheriff Communications. Employees promoted to Senior Sheriff 911 Communications Officer or Sheriff Communications Supervisor, prior to completing the first sixty (60) months of their initial employment as a Sheriff's 911 Communications Officer I or II, shall continue to receive full compensation of all hiring/retention bonuses remaining on their sixty (60) month payment schedule pursuant to the Board of Supervisors Policy C-26 - Hiring/Retention Bonus Program.

Section 3. Recruiting/Retention Issues

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

Section 4. Deferred Compensation

Available to employees to make voluntary pre-tax contributions through County approved vendors up to applicable IRS and Plan limits. The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to the IRS approved maximum in any one (1) calendar year in accordance with the County's approved Deferred Compensation Plan.

ARTICLE 30
PARITY STUDIES

Section 1. Parity

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

Section 2. Salary Compaction

- A. Salary Adjustments due to Compaction. Effective July 1, 2010 the salary ranges for all supervisory classifications will be adjusted as follows:
- a. Classifications with 0.01% - 2.70% compaction will have one (1) additional step added to the top of their salary ranges.
 - b. Classifications with 2.71 – 5.42% compaction will have two (2) additional steps added to the top of their salary ranges.
 - c. Classifications with greater than 5.42% compaction will have the overall percentage of compaction factored into a new salary range and have two (2) additional steps added to the top of their salary ranges.

- B. Resolution of Existing Compaction Issues. Incumbents of any supervisory classification that are at the maximum step of the salary range prior to any adjustments due to compaction shall receive one (1) step increase effective July 1, 2010.

Incumbents of any supervisory classification that are at the maximum step of the salary range prior to any adjustments due to compaction, and had two (2) salary steps added to their classifications as part of the resolution shall receive an additional one (1) step increase effective December 30, 2010 to return these tenured employees to the top step of the new salary range.

Incumbents of any supervisory classification that are not at the maximum step of the salary range prior to any adjustments due to compaction, but whose classification requires a new salary range established under the guidelines set forth in (c) above shall be compensated at their current step on the new salary range. The effective date of such compensation shall be July 1, 2010.

Incumbents of any supervisory classification listed above that are not at the maximum step of the salary range prior to any adjustments due to compaction and whose classification adds new steps to the salary range under the guidelines set forth in (a) or (b) above shall remain at their current step until regular step increases resume.

At no time shall reductions in the hourly rates of pay or salary ranges in any subordinate classification result in any reductions in the hourly rates of pay or salary ranges of any employee in the Supervisory Unit.

Under the guidelines set forth in Section 2(A) of this article, the following classifications have been identified by both parties as requiring immediate resolution of compaction issues:

Salary Adjustment A	
15916	ACCOUNTING TECHNICIAN II
73924	ASST NURSE MANAGER
66415	AUTOMOTIVE SERVICE SUPERVISOR
13604	ELIGIBILITY SUPERVISOR
37876	FIRE SAFETY SUPERVISOR
66414	GARAGE BRANCH SUPERVISOR
62435	PRINTING PRODUCTION SUPERVISOR
13476	SHERIFF RECORDS/WARRANTS SUPV
13529	SHERIFF RECORDS/WARRANTS SUPV-A
73608	SR CLINICAL PHARMACIST
73502	SUPV ANIMAL CARE TECHNICIAN
79753	SUPV BEHAVIORAL HEALTH SPEC
73963	SUPV INSTITUTIONAL NURSE
13823	SUPV MEDICAL TRANSCRIPTIONIST
15834	SUPV STOREKEEPER

Salary Adjustment - B	
66507	OPS & MAINT SUPERVISOR
74174	PROVIDER RELATIONS SUPERVISOR
73961	SR COMMUNICABLE DISEASES SPEC
13808	SR PUBLIC SAFETY COMM OFFICER
13798	SR SHERIFF 911 COMM OFFICER
13799	SR SHERIFF 911 COMM OFFICER - A
13800	SR SHERIFF 911 COMM OFFICER - B
15917	SUPV ACCOUNTING TECHNICIAN
13399	SUPV CUSTOMER SUPPORT REP
13867	SUPV OFFICE ASSISTANT I
37567	SUPV PUBLIC DEFENDER INVEST
13823	SUPV SHERIFF COURT SVCS ASST

Salary Adjustment - C		
66508	ASST REG FLOOD CNTRL MAINT SPV	20.6%
66561	ASST DISTRICT ROAD MAINT SUPV	18.7%
66505	REGIONAL FLOOD CNTRL MAINT SPV	13.3%
37532	SUPV FORENSIC TECHNICIAN	12.1%
62755	BLDG SERVICES ENGINEER	11.2%
66509	DIST ROAD MAINT SUPERVISOR	11.5%
33204	SUPV CONSTRUCTION INSPECTOR	10.0%
79784	SUPV VICTIM/WITNESS CLAIM TECH	9.9%
15906	INSURANCE BILLING SUPV I	9.0%
13452	SUPV MEDICAL RECORDS CODER	9.0%
37539	SUPV FINGERPRINT EXAMINER	7.9%
37871	SUPV FIRE PREVENTION TECH	7.9%
97434	PRINCIPAL ENG TECH	7.7%
54421	SR COOK - DETENTION	7.6%
13940	LAW OFFICE SUPERVISOR I	6.9%
15310	SUPV ACR TECHNICIAN	6.9%
13809	SHERIFF COMMUNICATION SUPV	6.6%
13794	SHERIFF COMMUNICATION SUPV - A	6.6%
13795	SHERIFF COMMUNICATION SUPV - B	6.6%
33244	SUPV CODE ENFORCEMENT OFFICER	6.6%
13822	SUPV SHERIFF CORRECTIONS ASST	6.6%
37592	SUPV WELFARE FRAUD INV	6.3%
37598	SUPV WELFARE FRAUD INV - A	6.3%
37599	SUPV WELFARE FRAUD INV - B	6.3%
66413	EQUIPMENT SERVICE SUPV	5.7%

C. Special Provision for Resolution of Future Compaction Issues:

During the term of this agreement, the maximum base salary of a supervisory classification shall be maintained at a minimum rate of five and one-half percent (5.5%) above that received by their highest paid subordinate classification. Salary adjustments shall be made to any supervisory classification that is compacted during the term of this agreement and such adjustments will become effective the first day of the pay period following the action creating the changed condition.

This special provision will expire on June 30, 2011.

Section 3. Reclassification Study – Accounting Technicians

The County and Union agree to meet and consult by January 1, 2011 to identify which employees within Accounting Technician series may need to be reclassified based upon their job duties and requirements.

In particular, the County and Union shall discuss employees which are currently classified as an Accounting Technician I or II or Accounting Technician Supervisor and assigned exclusively to the Sheriff's Department. These employees are under the security mandates of a "classified employee" and as part of their normal job duties are required to supervise other employees as well as write, prepare and manage budgets. The parties agree to meet and consult on the need to combine these employees into a single classification of a Sheriff's Accounting Technician within the Supervisory Unit.

ARTICLE 31
UNION RIGHTS

Section 1. Bulletin Boards

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

Section 2. Separate Payroll Deduction and Time Reporting Codes

- A. Insurance. The County agrees to provide SEIU with one (1) separate payroll deduction code for insurance related deductions.
- B. Release Time. The County agrees to provide SEIU with two (2) separate payroll codes for union related release time. The County shall provide SEIU with monthly reports on the use of the UNSEU time reporting code (TRC), by employee name, county employee identification number, job class title and department.

The following payroll code shall be established for use:

SEIUP – Release Time to be reimbursed by SEIU Local 721

Section 3. Communication Access

- A. workforceExchange. The website shall be made available to SEIU for communications with its members.
- B. Payroll Leaflets: SEIU shall be permitted, once each quarter [every three (3) months] to distribute a notice of membership and related meetings to its represented employees with their County paychecks. The content of the leaflet is subject to prior approval by the Human Resources Director or designee.

Section 4. Worksite Access

The Union will maintain its existing rights to enforce their rights to worksite access.

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

Section 5. Consensus

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

Section 6. Education and Training Release Time

The County agrees to release SEIU represented employees for Union related education and training activities not to exceed an aggregate total of twenty (20) minutes per represented employee per calendar year. Time spent training Stewards in the grievance procedure through the providing of release time to prepare for grievances/administrative interviews and Skelly hearings, will be charged to this Article/Section. The parties agree that up to fifty percent (50%) of this bank may be used for Steward activities.

Section 7. Stewards

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

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

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

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

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

Section 8. New Employee Orientation

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

Section 9. SEIU Training Fund

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

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

Employees may refer to the Educational Support Program website for further information on eligibility requirements, program policies & procedures, and the application process.

Section 10. Release Time for SEIU Local 721 Regional Council Meetings

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

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

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

Section 11. Release Time for SEIU Local 721 Executive Board Meetings

Up to five (5) County employees, who are elected or appointed to the position of SEIU Local 721 Vice President, At-Large Vice President, Treasurer, Secretary, or Executive Board member shall be entitled to be released on one (1) regularly scheduled shift per month for the purpose of traveling to and attending the monthly meeting. Any hours used to attend such meetings under the provisions of this section shall be taken as an approved leave of absence charged against the appropriate representative's paid leave banks or the employee may remain on the County payroll and SEIU shall be obligated to reimburse the County based on actual costs for salary and benefits. The County will provide the Union with a detailed breakdown of these costs and said funds shall be paid by the Union upon receipt of bill.

Section 12. Release Time for the President of SEIU Local 721

The Union shall have the option to cause the County to release an employee elected or appointed to the position of President of SEIU Local 721 for full time work with the Union, while remaining on the County payroll. SEIU shall be obligated to reimburse the County. The reimbursement amount for the presidential leave shall be based on actual costs for salary and benefits with a detailed breakdown of these costs provided to the Union at least on a quarterly basis. Said funds shall be paid by the Union upon receipt of bill.

Upon return to full time work with the County, the employee shall only be entitled to return to their established classification and rate of pay. The County is not obligated to return the employee to their previous work assignment.

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

ARTICLE 32 BOARD POLICY C-29 – POLL WORKERS

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

ARTICLE 33
FURLOUGH PROGRAM

Section 1. Mandatory Furloughs

The mandatory furlough program will end no later than June 30, 2010 for all employees in SEIU 721 bargaining units.

Section 2. Voluntary Furloughs

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

Section 3. Restrictions

Supervisors may not direct employees to work during the period of a furlough.

Section 4. Holidays

Furlough hours taken before or after a paid holiday will not affect payment for the holiday unless the employee specifically requests to voluntarily furlough the holiday as well. Additionally an employee, subject to department/district approval, may take furlough hours adjacent to other forms of paid leave.

Section 5. County Benefits

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

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

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

Section 6. Payroll Issues

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

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

Section 7. Workload

The County acknowledges and recognizes that as a result of the furlough less work may be performed and that certain delays and/or reductions in service may result. Work expectations shall be commensurate with the reduced schedule.

ARTICLE 34 FAIRNESS AGREEMENT

If during the term of this MOU any increases in wages, benefits, retirement, incentives or job security provisions are negotiated, mandated, implemented or reimbursed to any other management, non-represented, confidential or LIUNA represented employees, then such increases states above shall be given to all SEIU 721 represented employees to the same extent and starting on the same date(s) as the others and thereafter.


This provision also applies to any special incentives extended to any other County employee during a period of an Early Retirement Incentive.


This provision does not apply to any existing wages, benefits, retirement, or incentives that are reinstated to any of the above groups after the completion of the reductions mandated by the Board of Supervisors, except for the following:

If step increases are reinstated for any group above, then step increases shall resume for all SEIU 721 represented employees to the same extent and starting on the same date(s) as the other groups and thereafter.


FOR SEIU LOCAL 721


Steve Matthews, Chief Negotiator
SEIU 721 Regional Director



Catherine Eide-Nelson, Member Chair
SEIU 721 Executive Board Secretary



Wendy Thomas, Supervisory Unit
SEIU 721 Regional Vice President

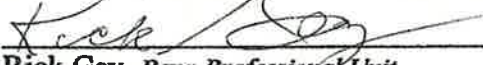

Kevin Luke, Supervisory Unit
SEIU 721 Executive Board Member


Mark Grays, Registered Nurses Unit

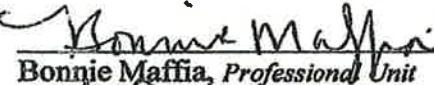

Barbara Cayon, Registered Nurses Unit
SEIU 721 Regional Vice President

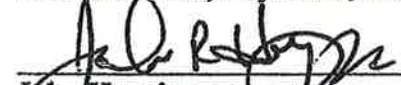

Eric Mummert, Professional Unit



Sharon Schilb, Para-Professional Unit


Rick Gay, Para-Professional Unit

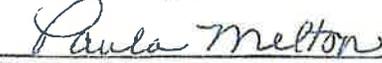

Jonathan "Alan" Leach, Professional Unit

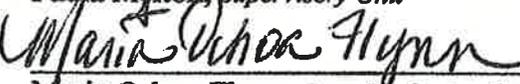

Bonnie Maffia, Professional Unit


John Huggins, Supervisory Unit


Nancy Duncan, Professional Unit


Dustin McLain, Parks



Paula Melton, Supervisory Unit


Maria Ochoa-Flynn, Para-Professional Unit

FOR THE COUNTY



Brian McArthur, Chief Negotiator



Barbara Olivier, Human Resources Director


Sarah Franco, Human Resources

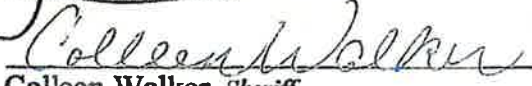

Clorissa Serna, Human Resources



Bernina Bradley, Human Resources



Kim Baumgarten, RCRMC


Michael McConnell, DPSS


Lisa Shiner, DPSS


Colleen Walker, Sheriff


Roger Jminski, CHA


Teresa Summers, RCIT


Leslie Bultman, ACR


Deena Bennett, District Attorney


Shawn Atin, Human Resources


Wally Rice, Board of Supervisors
BOS Chairman Marion Ashley