

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

627



**FROM:** Human Resources Department

**SUBMITTAL DATE:**  
February 14, 2011

**SUBJECT:** Approval of the final 2008 – 2011 Memorandum of Understanding with Riverside Sheriffs' Association Law Enforcement Unit

**RECOMMENDED MOTION:** That the Board of Supervisors approve the non-substantive cleanup to the February 1, 2008 through January 31, 2011, Memorandum of Understanding (MOU) between the Riverside Sheriffs' Association Law Enforcement Unit (RSA LEU) and the County of Riverside (Attachment "A").

**BACKGROUND:** On April 1, 2008, the Board approved the tentative agreement for a thirty six (36) month MOU, covering February 1, 2008 through January 31, 2011. As part of the agreement the parties agreed to setup a subcommittee to cooperate in non-substantive cleanup of the MOU pertaining to language, spelling, grammar, and formatting following the approval/ratification of the successor MOU. Although the term of this MOU has expired, it is necessary that the Board adopt the final version of the 2008 -2011 MOU before we complete negotiations of a successor MOU.

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

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

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

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

**APPROVE**  
*Robert Tremaine*  
\_\_\_\_\_  
Robert Tremaine

**County Executive Office Signature**

Dep't Recommendation:  Consent  Policy   
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD  Policy   
 Per Exec. Order

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone and Ashley  
 Nays: None  
 Absent: Benoit  
 Date: March 1, 2011  
 xc: HR

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

**Prev. Agn. Ref.:** 04/01/2008; 3.21 | **District:** ALL | **Agenda Number:**

**3.23**

MEMORANDUM OF UNDERSTANDING

2008 - 2011

COUNTY OF RIVERSIDE

AND

RIVERSIDE SHERIFFS' ASSOCIATION LAW ENFORCEMENT UNIT

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## DEFINITIONS

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

Anniversary date shall mean the date upon which a step advance in salary becomes effective under the provisions of the Ordinance #440.

Continuous Service, Continuous Employment, and Similar Terms shall mean the continuing service of a permanent or seasonal employee in a continuing payroll status, without interruption except for authorized leave of absence.

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

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

Employees shall mean all persons employed by the County of Riverside or the Riverside County Flood Control and Water Conservation District, other than officers.

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

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

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

Pay Period means 14 calendar days from Thursday (starting at midnight Wednesday) to midnight of the second Wednesday thereafter, and refers to the period for computing compensation due for all normal working shifts ending during that period.

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

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

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

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

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

Regular employee means a holder of a regular position.

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

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

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

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

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

Working Day means each day on which an employee performs a normal working shift, and including holidays as specified herein which fall on days of a normal working shift.

ARTICLE I  
TERM

Section 1. TERM

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Riverside Sheriffs' Association, Inc. (herein referred to as RSA) as the Exclusive Employee Organization for employees in the representation unit described under Article II. This Memorandum of Understanding is in effect upon the date of approval by the County's Board of Supervisors through January 31, 2011.

Section 2. SUCCESSOR AGREEMENT

In the event either party desires to negotiate a successor Memorandum of Understanding, such party shall, no more than six (6) months prior to the expiration of the current MOU request to commence negotiations.

A subcommittee comprised of the County and RSA appointees will cooperate in the non-substantive clean up pertaining to language, spelling, grammar and formatting, following the approval/ratification of the successor MOU.

Section 3. SIDE LETTER AGREEMENTS

- A. Transitioning Correctional Deputies to PC 830.1(c) Limited Duty Peace Officers – On or about September 1, 2008, the parties shall reopen the MOU to meet and confer about transitioning Correctional Deputies to PC 830.1(c) Limited Duty Peace Officers. The meet and confer process shall be completed by no later than October 31, 2008, unless mutually extended by the parties. The County shall not unilaterally impose a transition program for Correctional Deputies. Side Letter Agreement entered into on: January 22, 2008.
  
- B. Career Investigator Program – A subcommittee comprised of members of both the Sheriff's Department and RSA, will develop and provide the specifications for a Career Investigator Program. The subcommittee will conduct its initial meeting prior to January 31, 2008, and conclude its work and disband prior to June 1, 2008. The subcommittee will generate one or more proposals for consideration and input by the Sheriff. Upon the completion of the subcommittee's work, but no later than June 1, 2008, the subcommittee will bring its recommendations and proposals, if any, to RSA and the County for a reopener on the adoption and implementation of a Career Investigator Program. The subcommittee will have no power to enter into a tentative agreement. Neither RSA nor the Sheriff shall be bound by the recommendations of the subcommittee.

Any tentative agreement reached by the parties after meeting and conferring will be subject to ratification of the members of RSA who are within the LEU bargaining unit and approval by the Board of Supervisors, County of Riverside. The parties further agree that there will be no unilateral implementation of any career investigator program in the absence of such mutual agreement. Side Letter Agreement entered into on: January 22, 2008.

ARTICLE II  
WAGES & WAGE INCREASES

- A. Effective pay period beginning January 3, 2008, (pay date January 30, 2008), the salaries for all classifications shall be increased by 3.0%.
- B. Effective pay period beginning July 31, 2008, (pay date August 27, 2008), the salaries for all classifications shall be increased by 1.5%.
- C. Effective pay period beginning January 1, 2009, (pay date January 28, 2009), the salaries for all classifications shall be increased by 1.5%.
- D. Effective pay period beginning July 30, 2009, (pay date August 26, 2009), the salaries for all classifications shall be increased by 2.0%.
- E. Effective pay period beginning December 31, 2009, (pay date January 27, 2010), the salaries for all classifications shall be increased by 2.0%.
- F. Effective pay period beginning July 29, 2010, (pay date August 25, 2010), the salaries for all classifications shall be increased by 2.0%.
- G. Increase in Medical Contribution:
  - January 3, 2008            Increase by \$72 per month (per contract extension)
  - January 1, 2009           Increase by \$36 per month
  - December 31, 2009       Increase by \$36 per month



LAW ENFORCEMENT UNIT

<u>JOB CODE</u>	<u>CLASS TITLE</u>	<u>SALARY GRADE</u>	<u>JOB CODE</u>
52210	Correctional Deputy I	100 L - 12	52210
52211	Correctional Deputy II	127 L - 12	52211
52216	Correctional Deputy II-S	133 L - 12	52216
52212	Correctional Corporal	163 L - 12	52212
52217	Correctional Corporal-S	176 L - 12	52217
37500	Deputy Coroner Trainee	115 L - 12	37500
37501	Deputy Coroner	139 L - 12	37501
37510	Deputy Coroner A	136 L - 12	37510
37511	Deputy Coroner B	145 L - 12	37511
37509	Deputy Sheriff Trainee	148 L - 12	37509
37602	Deputy Sheriff	163 L - 12	37602
37603	Deputy Sheriff A	172 L - 12	37603
37604	Deputy Sheriff B	178 L - 12	37604
37660	District Attorney Investigator	181 L - 12	37660
37661	District Attorney Investigator A	193 L - 12	37661
37662	District Attorney Investigator B	199 L - 12	37662
37502	Coroner Corporal	157 L - 12	37502
37512	Coroner Corporal A	154 L - 12	37512
37513	Coroner Corporal B	160 L - 12	37513
37664	Senior District Attorney Investigator	208 L - 12	37664
37665	Senior District Attorney Investigator A	211 L - 12	37665
37687	Senior District Attorney Investigator A-II	220 L - 12	37687
37666	Senior District Attorney Investigator B	217 L - 12	37666
37688	Senior District Attorney Investigator B-II	223 L - 12	37688
37690	Sr. District Attorney Investigator B-III	226 L - 12	37690
37686	Senior District Attorney Investigator II	214 L - 12	37686
37576	Sheriff Corporal	176 L - 12	37576
37577	Sheriff Corporal A	188 L - 12	37577
37578	Sheriff Corporal B	191 L - 12	37578
37608	Sheriff's Investigator	181 L - 12	37608
37609	Sheriff's Investigator A	193 L - 12	37609
37684	Sheriff's Investigator AS	202 L - 12	37684
37610	Sheriff's Investigator B	199 L - 12	37610
37685	Sheriff's Investigator BS	205 L - 12	37685
37683	Sheriff's Investigator S	196 L - 12	37683
37601	Bailiff	124 L - 12	37601

Coroner Corporal

The County shall establish a Coroner's Corporal Classification substantially the same to that which exists in the Deputy Sheriff Classification Series.

Limited Peace Officer Positions.

During the term of the MOU the parties agree to meet and confer upon request about transitioning Correctional Deputies to PC 830.1c Limited Peace Officers.

A. Effective pay period beginning January 6, 2005, (pay date February 2, 2005), the salaries for the classifications set out below shall be increased as indicated:

Deputy Sheriffs	2.0%
Coroners (including Corporal)	2.0%
Sheriff Corporals	2.5%
Correctional Employees *	2.0%
District Attorney Investigators	2.5%
Sheriff Investigators	2.5%

B. Effective pay period beginning July 6, 2006, (pay date August 2, 2006), the salaries for the classifications set out below shall be increased as indicated:

Deputy Sheriffs	2.5%
Coroners (including Corporal)	3.0%
Sheriff Corporals	3.0%
Correctional Employees *	2.5%
District Attorney Investigators	3.5%
Sheriff Investigators	3.5%

C. Effective pay period beginning July 5, 2007, (pay date August 1, 2007), the salaries for the classifications set out below shall be increased as indicated:

Deputy Sheriffs	2.5%
Coroners (including Corporal)	3.0%
Sheriff Corporals	3.0%
Correctional Employees *	2.5%
District Attorney Investigators	3.5%
Sheriff Investigators	3.5%

D. Effective pay period beginning October 11, 2007, (pay date November 7, 2007), the salaries for the classifications set out below shall be increased as indicated:

Deputy Sheriffs	1.5%
Coroners (including Corporal)	1.5%
Sheriff Corporals	1.5%
Correctional Employees *	1.5%
District Attorney Investigators	1.5%
Sheriff Investigators	1.5%

[\* Correctional Deputy I, II, II-S, Correctional Corporal, Correctional Corporal-S, and Bailiff]

ARTICLE III  
WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which preceded this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law as a subject open to the meet and confer process and that the full and complete agreement and understanding arrived at by the parties after the exercise of that right and opportunity, is set forth in this Memorandum. Except as modified herein, or as otherwise required, by law, existing wages, hours and other terms and conditions of employment set forth in the County Salary Ordinance and related resolutions and regulations shall continue in effect. Terms used in this Memorandum shall have the same meaning as like terms used in the County Salary Ordinance and related resolutions and regulations. Both parties, for the life of this Memorandum, each voluntarily and unqualifiedly waive the right and each agree the other shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this Memorandum, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Memorandum.

CONSOLIDATED MOU

The parties shall jointly pay for the printing of the consolidated MOU with each party paying for the number of copies required for their use.

ARTICLE IV  
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. WORKWEEK

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

SHERIFF'S DEPARTMENT

CORRECTIONS DIVISION: The work schedule for employees assigned to 24 hour fixed post floor operation positions in the Corrections Division shall consist of seven (7), twelve (12) hour work shifts during the designated fourteen 14 day bi-weekly work period. Effective December 31, 1998, or as soon as possible thereafter, the Sheriff's Department shall commence transitioning employees assigned to twenty four (24) hour post positions from the four-ten (4-10) schedule to this seven-twelve (7-12) schedule in a manner, and at times and locations, as determined by the Department. (NOTE: Fixed post floor operation positions are those assignments which require staffing twenty four (24) hours a day/seven (7) days a week).

In addition to the twelve (12) hour shifts described above, RSA agrees that the Sheriff's Department may implement a work schedule for employees assigned to twenty four (24) hour fixed post floor operation positions in the Corrections Division consisting of six (6), twelve (12) and one (1), eight (8) hour work shifts during the designated fourteen (14) day bi-weekly work

period when the Department determines that sufficient funding exists to staff a facility(ies) in that manner.

All other Corrections assignments shall continue on nine-eighty (9/80) or on a five-eight (5-8) schedule. It is not the intent of this agreement to arbitrarily change existing Corrections Division shifts that are not specifically mentioned.

An employee assigned to a twenty four (24) hour fixed post floor operation position in the Corrections Division shall be entitled to a thirty (30) minute lunch period. Such lunch period shall be exclusive of the twelve hours per shift described above and shall be without compensation provided the following conditions apply:

- 1.) The employee is completely relieved of all duties; and,
- 2.) The employee is free to leave his/her work place.

In the event the employee is not completely relieved of all duties and free to leave his/her work place during his/her thirty minute lunch period, such time shall be considered as time worked and subject to the provisions of Section 2 (A.) below.

**CORONER DIVISION:** The employees shall continue to work a 9/80 schedule or change to a 7-12 or 6-12, consistent with the Corrections Division schedule described above, as determined by the Sheriff-Coroner.

**COURT SERVICES DIVISION:** Court Services employees shall continue on a 5-8 schedule until such time as the court system allows for alternative shifts in which case they shall work an alternative shift compatible with court operations.

**FIELD OPERATIONS DIVISIONS:** All 24-hour operations shall continue to work on a 4-10 schedule except DARE and School Resource Officers who shall continue on a 5-8 schedule. Employees deployed to task forces shall, at the discretion of the department, work the established shift schedule of the task force to which they are assigned. Investigators will continue on a 9/80 schedule and be allowed to take a half-hour lunch break, during which time they will be subject to call. This lunch period will be considered duty time.

**ADMINISTRATIVE and SUPPORT DIVISIONS/OPERATIONS:** Employees shall continue to work a 9/80 schedule.

**DISTRICT ATTORNEY'S OFFICE:** District Attorney Investigators shall continue to work a 9/80 schedule. Employees deployed to task forces shall, at the discretion of the department, work the established shift schedule of the task force to which they are assigned.

Extra duty assignments will not be affected by this agreement.

## Section 2. OVERTIME

- A. Overtime Work Defined. Overtime work is authorized work in excess of 8 hours in one day, or in excess of the maximum hours of the established work day in other than a normal work period, or in excess of 80 hours in a work period (84 hours for employees on 12-hour shifts) or work performed when the employee is called back to meet an emergency on a holiday or is in a

stand-by or professional call duty status. It does not include regularly scheduled work on a paid holiday for which the employee is entitled to equal compensatory time off.

Except in emergency situations and court appearances, employees who have been pre-scheduled for vacation or compensatory time off shall not be ordered to work overtime if said overtime interferes with scheduled vacation or compensatory time off.

- B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the department head or a designated subordinate. It shall not exceed sixteen (16) hours in any work day for any employee without prior approval of the County Executive Officer, except in case of public emergency or calamity or immediate hazard to life or property.
- C. Department Record. Each department head shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each work week, with justification in each case, and shall also include compensatory time off. The daily record for an employee in a normal paid working status may be kept on a negative basis, that is, with no entry except for overtime, compensatory time off, sick leave, vacation, leave of absence and like items.

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

- D. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The Auditor shall maintain the record of overtime credit at one and one-half times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.
- E. Compensation for Overtime Work. Accumulated overtime credit in excess of 120 hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit after 40 hours may, at the election of the employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. If any employee is permitted to accumulate overtime credit in excess of 120 hours, the Department Head, within two weeks after such excess has been paid for, if the excess of 120 hours for any one employee equals or exceeds 4 hours, or if the aggregate overtime for the department equals or exceeds 8 hours, shall file a written report with the County Executive Officer and a copy with the Auditor-Controller, setting forth the number of hours paid for as to each employee and explaining the reasons for permitting such accumulation, and the Department Head's next succeeding pay check shall not be delivered until such report has been so filed; provided, however, if the Department Head operates from two or more budgets, the written report shall be applicable to each budget unit separately. Accumulated overtime credit of 120 hours or less may be taken in compensatory time off, and this method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of 120 hours or less may be paid for. Except as necessary in a public emergency, no Department Head shall permit overtime credit to accrue until it must be paid for unless at that time the employee has sufficient funds to make such payment and to meet the foreseeable departmental salary obligations for the remainder of the fiscal year. Paid overtime credit shall be at the hourly rate

currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid for. Overtime caused by duly authorized continuing and regular work periods longer than 80 hours or by seasonal overtime work, if authorized by the County Executive Officer in advance, shall be currently paid for.

Except as hereinafter provided, an employee with accumulated overtime credit of 120 hours or less may, and if requested by the Department Head, shall, no later than the next working day, specify the dates of at least two working days during the next succeeding pay period that the employee desires to take as compensatory time off. The Department Head may authorize compensatory time off for all or any portion of the dates specified. Unless otherwise agreed to by the employee, the Department Head shall not authorize compensatory time off of less than one hour during any working day. If an employee, after being requested by the Department Head, refuses or neglects to specify the time desired to be taken as compensatory time off as herein provided, the Department Head may schedule compensatory time off for the employee.

F. Compensation for Overtime Work - Correctional Deputies. Any Correctional Deputy I, II, or Correctional Corporal shall be entitled to overtime compensation in the following manner:

- (1) Any time worked, or deemed to have been worked, in excess of an employee's regularly scheduled work shift shall be compensated at the rate of one and one-half times the employee's regular rate of pay, in compensatory time off.
- (2) Prior to the expiration of any prescribed pay period in which any such overtime has been worked, the Department Head, or a designee, in their discretion, may require the employee to utilize such earned compensatory time off benefits in increments of one or more shifts. No such action may be taken by the Department Head unless the employee has been so notified prior to the termination of the previous working shift.
- (3) At the expiration of each prescribed pay period, any such compensatory time off benefits that have not been utilized shall be paid to the employee by County Warrant or the employee may elect to accumulate compensatory time off benefits up to a maximum eighty (80) hours; except that a Correctional Deputy I, II, or Correctional Corporal, may accumulate a maximum of one hundred and twenty (120) hours compensatory time off. The accumulated compensatory time off benefits set forth in this subsection (c) may only be utilized by mutual agreement of the employee and the Department Head or a designee.
- (4) Accumulated overtime credit in the "overtime bank" shall be retained until the "overtime bank" has been exhausted.

G. Compensation for Overtime Work - Deputy Sheriffs. Any sworn peace officer, who is a member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County (Resolution 99-379) shall be entitled to overtime compensation in the following manner:

- (1) Any time worked, or deemed to have been worked, in excess of an employee's regularly scheduled work shift shall be compensated at the rate of one and one-half times the employee's regular rate of pay, in compensatory time off.
- (2) Prior to the expiration of any prescribed pay period in which any such overtime has been worked, the Department Head, or a designee, in their discretion, may require the

employee to utilize such earned compensatory time off benefits in increments of one shift; provided, however, that no employee may be required to utilize more than one shift of any such earned compensatory time off benefits in any pay period. No such action may be taken by the Department Head unless the employee has been so notified prior to the termination of the previous working shift.

- (3) At the expiration of each prescribed pay period, any such compensatory time off benefits that have not been utilized shall be paid to the employee by County Warrant or the employee may elect to accumulate compensatory time off benefits up to a maximum 120 hours. The accumulated compensatory time off benefits may only be utilized by mutual agreement of the employee and the Department Head or a designee.
- (4) Accumulated overtime credit in the "overtime bank" shall be retained until the "overtime bank" has been exhausted.

H. Fringe Benefits not Affected by Overtime. Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of required period for probation or salary step advance. Where overtime results from necessary irregular work schedules, it may be included in computing the minimum time for salary step advance which would otherwise be delayed beyond the normal period.

I. Overtime Provisions of the Fair Labor Standards Act. Employees in classifications which are not exempt from the Fair Labor Standards Act shall be compensated for overtime consistent with the Act. Such employees shall receive compensation for overtime worked under the foregoing County provisions when the hours worked are not considered overtime under the Act.

The Human Resources Director and County Counsel shall determine which classes of positions are exempt from the Fair Labor Standards Act.

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

- (1) Any Officer, in order to perform the work of their department or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of their employment.
- (2) For the same purpose, any Officer may employ on a paid overtime basis their current employees at hourly rates equivalent to their current compensation basis.
- (3) Any employee who reports to their regular or a designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who without adequate reason for absence under the terms of this Agreement who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
- (4) The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half times the hourly rate equivalent to the employee's then current compensation basis for those employees set forth in Section 3C(13) and listed in Appendix I of the Ordinance #440, and who are required to perform emergency services

during a County-declared emergency. "Emergency Services" as used in this subsection, shall be such services as the Board of Supervisors finds to institute such, at the time it authorized the payment thereof.

Section 3. PREMIUM PAY

- A. Standby Duty. Whenever placed by the Department Head specifically on standby duty, an employee otherwise off duty shall be compensated for such duty by an additional payment equal to one (1) hour straight time pay for each eight (8) hours of standby duty. Said compensation shall be in addition to the employee's regular salary entitlement. Standby duty compensation shall cease when the employee reports to work.
- B. Minimum Overtime on Call-Back. Except as hereinafter otherwise provided, an employee called back to work to meet an emergency on an overtime basis, whether or not they are in a standby or professional call duty status, shall receive minimum credit for one hours' work.
- C. Court Callback. Notwithstanding any other provisions of this Memorandum, any member of the "Law Enforcement Unit" who is called back to attend Court in relation to a matter arising from their employment relationship with the County of Riverside at a time when they otherwise are off duty, shall receive a minimum of four (4) hours compensation at the appropriate overtime rate. A shift shall not be extended for the purpose of avoiding the payment of the four (4) hours of compensation provided herein.
- D. Night Differential.
- (1) No employee whose regular work period is other than 10 days of either 8 hours each, or whose position is in one of the following generic classes, shall be paid a night differential:  
  
Deputy Sheriff  
Correctional Deputy I, II, or  
Correctional Corporal
  - (2) Professional call or standby duty shall not be a basis for payment of night differential.
  - (3) Deputy Coroner Provision: Evening Shift (swing). Notwithstanding other provisions of this Agreement, Deputy Coroners who commence work between the hours of 1:00 p.m. and 11:00 p.m. shall be paid a night differential at a rate of \$.60 per hour for the time actually worked between 3:00 p.m. and 11:00 p.m. This differential does not apply to vacation, sick leave, or holiday pay.
  - (4) Deputy Coroner Provision: Night Shift (grave). Notwithstanding other provisions of this Agreement, Deputy Coroners who work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential at a rate of \$1.20 per hour for the time actually worked after 11:00 p.m. This differential does not apply to vacation, sick leave, or holiday pay.
- E. Bilingual Pay. This program covers all full time and part time employees who are assigned work on a regular and continuing basis in a position that requires a second language to effectively meet the service demands of the County's customers.



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

Skill Levels:

Definitions of Skill Levels:

Level 1: Basic Oral Communication

Employees at this level perform bilingual translation

Level 2: Task Completion

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

Level 3: Written translation, and medical and legal interpretation

Employees at this level perform complex verbal and written translation.

Compensation

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

Level 1: \$ .50 per hour

Level 2: \$ .75 per hour

Level 3: \$1.00 per hour

Testing Administration

Oral and written examinations will be administered by Human Resources Testing Center as follows:

Level 1: Basic oral/reading test

Level 2: Written

Level 3: Complex Level Written

Plan Implementation

All current employees receiving bilingual pay will continue to receive the rate of pay they are receiving, as long as they continue in their current position.

All qualified employees, whose positions are designated by Departmental Supervisors as requiring/desiring bilingual skills, are encouraged to test for higher skill levels if required by the department.

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

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

- F. P.O.S.T. Certificate Pay. Effective January 6, 2005, the incumbent of a position in a Deputy Sheriff, Sheriff's Investigator, Deputy Coroner, or D.A. Investigator classification who proves that they possess a valid Intermediate Certificate, but not an Advanced Certificate, issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate which is six percent (6%) higher than that specified for such position. If they prove that they possess a valid Advanced Certificate issued to them by said Commission, whether or not they possess the Intermediate Certificate, they shall be

compensated at a rate which is eleven percent (11%) higher than that specified for such position.

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

P.O.S.T. Pay Increases:

June 3, 2010

Advanced 12.00% (currently 11.00%)

Intermediate 7.00% (currently 6.00%)

G. Special Assignments in Law Enforcement. Any sworn peace officer who is a member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County shall be entitled to specialty compensation in the following manner:

- (1) Field Training Officer. Effective January 6, 2005, any such employee shall be compensated at the rate of \$1.25 per hour, plus overtime rates where applicable, for all time actually worked as a Field Training Officer; i.e., when a trainee is actually assigned. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.
- (2) Hazardous Device Team. Effective January 6, 2005 any employee shall be compensated at the rate of \$1.85 per hour, plus overtime rates where applicable, for the time actually assigned to the Hazardous Device Team. -. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.
- (3) K-9. Effective January 6, 2005, any such individual shall be compensated at the rate of \$1.25 per hour, plus overtime rates where applicable, for all time assigned to K-9 duty, including vacation, sick leave, holiday pay and Workers' Compensation leave, provided, however, that this differential shall not be paid during Workers' Compensation leave where the individual is no longer responsible for caring for the dog.

Effective April 10, 2008, any employee assigned to K-9 duty shall receive additional compensation, of approximately \$125.00 per pay period for time directly spent in the care and feeding of the dog assigned to him or her. Such compensation shall not be paid for any day(s) on which the dog is not under the direct care of the assigned individual.

The provisions for Field Training Officer, Hazardous Device Team and K-9 above apply when such assignments have been authorized or verified by the Department Head or designee in writing.

- (4) Motorcycle Officer. Effective January 6, 2005, any such employee assigned to work as a motorcycle officer shall be compensated at the rate of \$1.25 per hour, plus overtime rates where applicable, for all time actually worked as a motorcycle officer. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

- (5) Public Dance. A full-time Deputy Sheriff may be paid for extra duty as a Deputy Sheriff for Public Dance.

Removal from a specialty pay assignment is not a grievable issue under the Grievance Procedure unless it is alleged that the removal was a disciplinary or punitive action in which case the matter may be heard in the Disciplinary procedure.

- (6) Special Enforcement Bureau (SEB) and Pilots. Effective January 6, 2005 – SEB - \$1.85; Chief Pilot - \$3.75; Pilot - \$3.10 per hour, plus overtime rates where applicable, for the time actually worked in the Specialty Assignment. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

It is expressly understood that SEB and Pilots are subject to rotation and removal from such duties at the discretion of the Department. The Department can require employees assigned these duties to sign waivers of their right to remain in these assignments as a condition of SEB and pilot assignments.

- (7) Tactical Flight Officers. Effective January 6, 2005 - \$1.55 per hour, plus overtime rates where applicable, for the time actually worked as a Tactical Flight Officer. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

It is expressly understood that Tactical Flight Officers are subject to rotation and removal from such duties at the discretion of the Department. The Department can require employees assigned these duties to sign waivers of their right to remain in these assignments as a condition of Tactical Flight Officer assignments.

[Note: Specialty & Skill pay will be credited towards retirement in accordance with PERS.]

- (8) Hostage Negotiators. Effective January 6, 2005, any employee assigned to work as a Hostage Negotiator ("HNT") shall be compensated an additional fifty (\$50) dollars a pay period for all pay periods assigned as an HNT, irrespective of hours actually worked as an HNT.

It is expressly understood that HNT's are subject to rotation and removal from such duties at the discretion of the Department. The Department can require employees assigned these duties to sign waivers of their right to remain in this assignment as a condition of the HNT assignment.

- (9) Education Incentive. Bachelor Degree – Effective July 3, 2008, any employee who possesses or earns a bachelor's degree from an accredited university or college shall be paid a premium equivalent to 2.5% of the employee's base hourly wage rate for all hours actually worked, not exceeding eighty (80) hours per pay period, upon presentation of proof that the employee holds such degree.

Masters Degree – Effective July 2, 2009, any employee who possesses or earns a masters degree from an accredited university or college shall be paid a premium equivalent to 5.0% of the employee's base hourly wage rate for all hours actually worked, not exceeding 80 hours per pay period, upon presentation of proof that the employee holds such degree.

- H. Extra Duty Pay. The Sheriff is authorized to use the services of as many regular employees of the department as may be necessary for law enforcement purposes, by way of additional employment, during hours in which they would otherwise be off duty, at one and one-half times the actual rate or rates of pay for a Deputy Sheriff or Sheriff's Investigator so employed. At the Sheriff's sole discretion, a Sheriff's Investigator who is assigned by the Sheriff, or a designee, to perform supervisory functions over other Deputies shall be paid at one and one-half times their actual rate of pay; where such services will be of primary benefit to a private organization or agency operating or controlling a special event or activity which may have need of such services, and upon the condition that funds equivalent to one and one-half times the compensation of a Deputy Sheriff B on the top step, plus overhead as established by the current determination of the County Auditor-Controller, shall be paid to the County of Riverside.

The Sheriff is authorized to employ as many temporary employees as may be necessary for the purposes herein-above specified and under the same conditions, except that the rate of compensation shall be the hourly rate applicable to the 5th step of the range for a Deputy Sheriff or other equivalent range for services other than those of a Peace Officer. Extra Duty/Dance Duty will be offered first to Deputy and Investigator ranks. Any unfilled positions will be available to supervisors.

- I. Implementation of New Payroll System. RSA understands and agrees that the County may implement a new payroll system which will be date based, as opposed to hour based. The County agrees to provide as much advanced notice as practicable so that concerns RSA may have over problems associated with this system's implementation can be discussed.

1. On or about March 7, 2001, the County will implement People-Soft, a new payroll, and accounting, budgeting system. Changes related to People-Soft include:
  - a. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service rather than hours, i.e. 1040 hours shall become 6 months and 2080 hours shall become one year.
  - b. Leave accruals, i.e. sick leave, vacation pay, will continue to accrue on a daily basis and require that the employee in a paid status for each day during the pay period to receive the full accrual for that pay period.
  - c. Some other benefits will be granted even though the employee is in a paid status for only one day during the pay period, i.e., flexible credit allowance.
  - d. On or about March 7, 2001, the pay date will change from the "second Friday following the end of the pay period" to the "second Wednesday following the end of the pay period". There shall be no change in an employee's biweekly pay as a result of this change in payday.

Prior to the pay date change, on a one-time basis, employees may request a pay advance. The pay advance will be given on March 2, 2001 (the regular pay date) and will be equal to an employee's net pay from the previous pay period.

The amount will be repayable in 25% increments over the next four pay periods, beginning with pay date March 7, 2001. Employees must agree to the repayment arrangements as stipulated by the Auditor-Controller's Office.

ARTICLE V  
PAY PRACTICES

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

Section 1. STEP ADVANCE

- A. The compensation of every person employed in a regular position on a step basis shall be considered for increase upon their anniversary date, exception as herein otherwise provided.
- B. For employees appointed prior to June 25, 1992, and for Deputy Coroners appointed prior to January 9, 1992, to the classifications in the Law Enforcement Unit:

The first anniversary date shall be the first day of the pay period following the completion of 1040 hours (approximately 6 months) in a paid status in the position as a result of original appointment, or as the result of a promotion or reclassification which involved a salary increase. Re-employment at a rate other than that of the first step of a range shall not be considered an original appointment for purpose of fixing the anniversary date. In such cases the anniversary date shall be the first day of the pay period following 2080 hours (approximately one (1) year) in a paid status, not including overtime, after such re-employment unless otherwise specified in the resolution of the Board of Supervisors.

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

Employees appointed on or after June 25, 1992, and for Deputy Coroners appointed prior to January 9, 1992, to classifications in the Law Enforcement Unit:

The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of 2080 hours (approximately one (1) year) in a paid status in the position not including overtime.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of 1040 hours (approximately six (6) months) in a paid status in the position not including overtime.

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

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

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

Two pay periods before the anniversary date of each employee holding a regular position on a step basis, except as to an employee compensated at the rate of the highest step, the Human Resources Director shall inform the Department Head in writing on an appropriate form that the employee will be eligible for salary increase.

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

With the same procedures as in the foregoing paragraph, on the first day of the pay period following the completion of 1040 hours in a paid status, not including overtime, the salary of a seasonal employee may be increased. On the first day of the pay period following the completion of an additional 2080 hours in a paid status, not including overtime, the salary may again be increased, and thereafter in like intervals. The hours in a paid status need not be continuous, provided no interval of more than one year shall occur when the employee is in an unpaid status.

Every anniversary salary increase shall be to the rate of the second next higher step, except from the 8th step and thereafter, it shall be to the next higher step.

## Section 2. NEW EMPLOYEES

Except as otherwise provided by this Agreement, a new employee shall be appointed at the first step of the salary range. A Department Head may specify a higher step of the salary range for an employee who is newly hired, reemployed, rehired, or promoted, than the step which would be called for under provision of the Salary Ordinance #440. This discretion applies to regular and temporary promotions, but does not apply to transfers, demotions, or promotions through reclassification.

In addition, the County Executive Officer, on recommendation of the Human Resources Director, may specify that the incumbent of any position shall occupy a different step on the salary range for the class.

Such action shall automatically fix a new anniversary date on the first day of the pay period which is 2080 hours (approximately 1 year) in a paid status after the resulting change of salary.

## Section 3. REEMPLOYMENT

- A. Upon recommendation of the employing Officer and approval of the Human Resources Director a former regular employee may be re-employed in the same class or position which they

previously occupied, at the same step of the salary range as the step applicable at the time of termination, provided the individual was terminated in good standing.

- B. Reemployment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this Memorandum of Understanding.
- C. Whenever a former regular employee is or has been re-employed within three months after termination they may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed accrued sick leave and accrued time toward earned vacation, not exceeding the amount thereof which was lost at the time of termination, and the anniversary date for step advance may be expressly fixed, subject to other provisions of this ordinance relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of service prior to said termination.
- D. Reemployment of Retired Persons. An employee who is retired under the State Employees Retirement Act and who is receiving retirement benefits shall not be employed or reemployed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the State Employees Retirement Act for discontinuance of retirement benefits, the retiree may be employed or re-employed.

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

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

- E. District Attorney Investigator Reemployment Provision. Retirees from the District Attorney Investigator series may be reemployed by the District Attorney in a temporary status, pursuant to Riverside County ordinance #440, Section 5D(4), which limits the employment and its duration as follows:

“...up to 120 working days or 960 hours in any calendar year, without loss of retirement benefits, as specified in Section 21153 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration...”

#### Section 4. PROMOTION

On promotion, the new salary shall be at the rate equal to 2 steps higher than that paid on the range for the former position. The effective date of all promotions shall coincide with the first day of the pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.

Section 5. TRANSFER

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

Section 6. DEMOTION

- A. On demotion, the salary shall be at the rate of the same step on the new range as was applicable to the previous range. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.
- B. Permanent employees who, within 2080 hours following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The anniversary date shall not change.
- C. Non-disciplinary demotion to Correctional Deputy. Employees who hold status as a Deputy Sheriff, but have never held status as a Correctional Deputy (CD), and wish to voluntarily demote to CD, may do so under the following conditions:
  - 1. Request and receive approval for the demotion through their chain-of-command.
  - 2. The Sheriff's Department will administer the STC required entry level CD examination to the employee as necessary.
  - 3. If the employee passes the examination, they will be demoted to a CD II.

In addition, any employee who demotes from Deputy Sheriff to Correctional Deputy, who has successfully completed a probationary period as a Deputy Sheriff in Corrections, does not have to serve another period of 18 months, but rather will serve a probationary period of 6 months (approximately 1040 hours).

Section 7. RECLASSIFICATION

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

The anniversary date shall be determined in accordance with subdivision (2) of subsection B of this section, except that the first anniversary date shall be the first day of the pay period following the completion of 1040 hours (approximately 6 months) in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional 2080 hours (approximately 1 year) in a paid status.



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

#### Section 8. TEMPORARY PROMOTION

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

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

#### Section 9. CLASSIFICATION PROCEDURE

The following shall serve to satisfy the alleged working out of classification questions:

County Salary Ordinance provides that the Human Resources Director has responsibility for initiating classification studies and recommending changes to the Classification Plan.

As part of the responsibility, and within the limits of Human Resources Classification Division staff resources, the following procedure will apply to employees of the Law Enforcement Unit:

If a Department Head has twice refused to refer to the Human Resources Department an employee's written request for a classification review of the specific position, the employee may prepare a written request for a classification review to RSA. RSA may refer such written request to the Human Resources Director.

The Human Resources Director shall take one of the following actions: (1) Refer the request to the Classification Division for study; or (2) Return the request to RSA with an explanation for non-action. Note: Requests referred to the Classification Division are subject to the same discretionary judgments regarding priority as other requests.

#### Section 10. CONFORMANCE TO PLAN

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

ARTICLE VI  
GENERAL PERSONNEL PROVISIONS

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

Section 1. PROBATION

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

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

- B. Length of Initial Probation. The length of the initial probationary period for persons in classes of the following representation units is:

Deputy Sheriff	3120 hours (approx. 18 months)
Correctional Deputy I/II	3120 hours (approx. 18 months)
Deputy Sheriff Trainee	1040 hours (approx. 6 months)
Deputy Coroner Hired	1040 hours (approx. 6 months)

Before 5/2/01

All other classes in the Law Enforcement Unit	2080 hours (approx. 12 months)
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Initial Probation - Deputy Sheriff. Notwithstanding any other provisions hereinabove, the probationary period for any Deputy Sheriff shall be 3120 working hours of service in a paid status in said position after initial employment.

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

The initial probationary period for Deputy Coroners may be extended in 520 hour increments up to 2 times. A 1040 hour initial probationary period may be extended once to 1560 hours or twice to a total of 2080 hours. A 2080 hour initial probationary period may be extended once to 2600 hours or twice to 3120 hours. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

- D. Initial Probationary Period Affected by Change in Class. An employee who has not completed the initial probationary period, and who promotes or transfers to another class, will continue to serve initial probation for 1040 hours following the change. If the class to which the employee

promotes or transfers requires 2080 hours initial probation, the employee will serve 1040 hours or the difference between 2080 hours and the number of actual hours in a paid status, whichever is greater, following the change.

An employee who has not completed the initial probationary period, and who demotes to another class, will continue to serve initial probation to include the required length of initial probation for the class from the date of the demotion. The employee will be credited for any previous initial probationary hours served in the same class and same department during the current period of continuous service.

E. Probation of Permanent Employees following Change in Class or lateral Transfer.

All regular employees of the County who promote, demote, or transfer to Correctional Deputy or Deputy Sheriff must serve the entire initial probationary period for the classification (3120 hours or approximately 18 months).

During the first 1040 hours of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in class, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

During the first 1040 working hours of service in a paid status following a promotion, a regular employee who has been promoted from another department or within the same department and who held permanent status at the time of promotion shall, upon being rejected as a probationary promotee, be returned by the department head to a position in the previously held classification in the former employing department without loss of seniority at the same step which the employee held immediately prior to the effective date of the promotion, and the employee's anniversary date shall be re-determined based upon the number of hours of service the employee had at the time of promotion.

During the first 1040 working hours of service in a paid status following a transfer, a regular employee who has been transferred from another department or within the same department and who held permanent status at the time of transfer shall, upon being rejected as a probationary transferee, be returned by the department head to a position in the previously held classification in the former employing department without loss of seniority and with no change in step placement or anniversary date; provided, however, when the transfer is made to a different classification, the employee's anniversary date shall be determined based upon the number of hours of service the employee had in step at the time of transfer.

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

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

(The following paragraph applies to all classifications except the Deputy Coroner). Should such relationship occur, the Department Head or a designee may cause either employee to be transferred, re-assigned, or have their work location or shift assignment changed. Until the Department Head or designee selects one of these alternatives, the employees shall maintain their existing status. The affected employee may elect to demote to a position for which they are eligible and selected in lieu of any of the above alternatives. If the affected employee refuses to accept any of the available options, they shall be subject to termination based upon the continuing relationship.

Deputy Coroner Provision. Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to position(s) which the employee is eligible and selected to fill. The promotion, transfer or voluntary demotion must be accomplished by the employee within 1040 (approx. 6 months) working hours.

## Section 2. RETIREMENT

### Payment of Employee Retirement Contributions.

A. Safety Members. The following provisions are applicable to County safety employees in the Law Enforcement Unit whose classifications are so designated by the letter S in the PERS STATUS column of Article II of this MOU.

1. County Contributions. A County safety employee in the Law Enforcement Unit hired after June 25, 1992 shall pay the entire required employee's contribution to PERS for the first three (3) years (6,240 hours) of continuous service. Thereafter, the County shall pay the entire portion of the employee's required contribution not to exceed 9% of the employee's compensation earnable. Continuous service shall mean the continuing service of a regular or seasonal employee in a continuing payroll status, without interruption, except for authorized leaves of absence.

For sworn peace officers, as described in Section 830.1(a) of the Penal Code, who were also sworn peace officers immediately prior to their transfer from another California public agency that paid some or all of the employee's required retirement contribution to the applicable retirement system, during each month of the first three (3) years of continuous service or credit with the County, as described above, the County shall pay that portion of an employee's required retirement contribution equal to the difference between the employee's required contribution and the amount, if any, the employee paid to the retirement system during the last month of their previous employment. For example, if an employee paid no part of the required employee retirement contribution during the last month of their previous employment, the County shall pay the entire amount of the required employee contribution not to exceed 9% of the employee's compensation earnable. After completion of three (3) years continuous service with the County, as described above, the County shall pay the entire portion of the employee's required contribution, not to exceed 9% of the employee's compensation earnable.

With respect to sworn peace officers, as defined under 830.1(a) of the California Penal Code, who were previously employed as such by the Riverside County Sheriff's Department, the County shall pay the entire portion of the employee's required

contribution, not to exceed 9% of the employee's compensation earnable, subject to the provisions set forth below:

- a. For peace officers, as described above, previously employed by Riverside County for thirty-six months or more, the payment provided under the provisions of this Section shall commence effective the pay period in which the employee returns to County service.
- b. For peace officers, as described above, previously employed by Riverside County for less than thirty-six months, the payment provided under the provisions of this Section shall commence at the start of the pay period following the difference between 36 months and the number of months (converted to the nearest approximate number of pay periods) previously worked by the employee.
- c. For peace officers, as described above, previously employed by Riverside County for less than thirty-six months, who were subsequently employed as a peace officer by another public agency that paid some portion or all of the employee's required retirement contribution to the applicable retirement system, and then transferred back to Riverside County, the County shall contribute the greater of either:
  - (1.) The payment made on behalf of a transferring employee pursuant to the provisions of the second paragraph of Article VI, Section 2 (A)(1.) or,
  - (2.) The payment provided under sub-paragraph (b) above.

With respect to sworn peace officers, as defined under 830.1(a) of the California Penal Code, who were previously employed as such by another California public agency, with prior approval of the County Executive Officer and the Human Resources Director, they may be given credit for the number of months of law enforcement experience with such public agency in determining the employee's obligation to pay the employee's contribution to PERS. [For example, an employee with 24 months prior experience would be required to pay the employee portion for 12 months.]

2. Single Highest Year. The provision of Section 20042 of the Public Employees' Retirement Law (Single Highest Year) shall apply to safety employee members.
3. 1959 Survivor Benefits. The provisions of Section 21571 of the Public Employees' Retirement Law shall apply to safety employee members.
4. Pre-Retirement Optional Death Benefits. The provisions of Section 21548 of the Public Employees Retirement Law (Pre-Retirement Optional Death Benefit) shall be applicable to safety employee members of the Law Enforcement Unit.
5. Retirement Calculations. The percentage of final compensation to be provided for each year of credited prior and current service for Safety members of RSA shall be determined in accordance with Section 21362 of the Public Employees Retirement Law (2% at age 50 Full).

6. Retirement Calculations – 3% @ 50. Effective July 1, 2001, the percentage of final compensation to be provided for each year of credited prior and current service for Safety members of RSA shall be determined in accordance with Section 21362.2 of the Public Employees Retirement Law (3% at age 50).
- B. Miscellaneous Members. The following provisions are applicable to County miscellaneous employees in the Law Enforcement Unit whose classifications are so designated by the letter M in the PERS STATUS column of Article II of this MOU.
1. Single Highest Year. The provision of Section 20042 of the Public Employees' Retirement Law (Single Highest Year) shall apply to miscellaneous employee members hired on or before December 25, 1992. Notwithstanding subsection 2 below, effective for all retirements on or after September 1, 2000, the provisions of Section 20042 shall apply to all miscellaneous employee members and the provisions of Section 20037 shall no longer be applicable.
  2. Three Highest Year Average. Effective January 9, 1992, the County amended its contract with the Public Employees Retirement System (PERS) in accordance with Section 20475 of the Public Employees' Retirement Law to provide for the three highest years average retirement calculation, Section 20037 of the Public Employees' Retirement Law, for new County miscellaneous employees in the Law Enforcement Unit hired on or after December 26, 1992.
  3. County Contributions. County miscellaneous employees in the Law Enforcement Unit hired after January 9, 1992, shall pay the employee contribution to PERS for the first five (5) years (10,400 hours) of continuous service. Commencing the sixth year of continuous service, the County shall pay the employees share of the contribution. Thereafter, the County shall pay the entire portion of the employee's required contribution not to exceed 7% of the employee's compensation earnable. Continuous service shall mean the continuing service of a regular or seasonal employee in a continuing payroll status, without interruption, except for authorized leaves of absence.
  4. Retirement Calculations. The percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous members of RSA shall be determined in accordance with Section 21354 of the Public Employees Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified and Full).
- C. All Members. The following provisions are applicable to both safety and miscellaneous employees covered under the provisions of this MOU.
1. Post-Retirement Survivor Allowance. Pursuant to the provisions of Sections 21624 and 21626 of the Public Employees' Retirement Law, an allowance may be continued to a surviving spouse upon the death of a member after retirement.
  2. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the Public Employees' Retirement Law, an employee may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment provided, however, that the employee must contribute an amount equal to

the contribution for current and prior service that the employee and the County would have made with respect to that period of service.

3. Public Employees Retirement System Safety Employees Optional Pick-up. Effective July 1, 1993, the current practices and previous MOU agreements on this subject shall be changed to conform with PERS Circular Letter No. 310-171, dated December 22, 1992.

Should legislation be passed resulting in changes to PERS policy and/or regulations on "final year conversion" and such changes are announced in a PERS Circular Letter, the parties shall meet and confer upon written request of either party within 30 days of such request.

#### Deputy Coroner and General Employee Related Retirement Agreements.

1. Automatic Implementation of PERS retirement enhancements for Deputy Coroners. RSA agrees that any PERS retirement enhancement that is negotiated on behalf of, or granted to, other Riverside County PERS Miscellaneous members which, under PERS regulations, must be made applicable to all Riverside County PERS Miscellaneous members, shall automatically be granted and made applicable to all RSA represented PERS Miscellaneous members.
2. Safety Retirement – RSA efforts on behalf of Deputy Coroners. During the term of this MOU, the County understands that RSA may seek legislation, declaratory relief, other court action, or action through CalPERS that would make all employees in Coroner classifications eligible for PERS Safety retirement. The County hereby agrees to not oppose such legislation, court or other action. However, the County retains the right to take the position that it requires PERS to approve of any amendment to its contract with PERS and that the County cannot unilaterally alter its contract but requires PERS approval for any amendments. In the event of a favorable ruling by the court, passage of legislation, and/or favorable action through CalPERS, the County shall forthwith provide Safety retirement to all employees in Coroner classifications. Upon implementation of said Safety retirement Deputy Coroners and Coroner Corporals will waive all remaining wage increases for the duration of the MOU.

#### Section 3. ELECTRONIC FUND DEPOSIT OF PAYROLL

Employees shall be required to receive payroll funds by electronic deposit. Employees shall receive a Statement of Earnings (pay stub) through first class mail. The Statement of Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior to the electronic deposit. Statement of Earnings will be mailed to the last known address on file with the Human Resources Department. It shall be the responsibility of the employee to update their address of record with the Human Resources Department as required.

#### Section 4. NON-SMOKING POLICY

##### County Facilities.

Smoking in County facilities is prohibited except in specifically designated areas. Department heads or their designee shall identify smoking areas. Examples of areas that may be designated include: coffee rooms, cafeteria, foyers, lounges.

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

The County may designate up to 75% of its unassigned vehicle fleet as no smoking areas. In the remainder of the County fleet, if a non-smoker objects to smoking the no smoking rule will apply. Assigned vehicles are smoking or non-smoking at the discretion of assignee.

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

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

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

#### Section 5. SCHEDULED WORK AND VACATION CHANGE NOTICE

No change shall be made to an employee's work schedule unless that employee has received five (5) days advance notice and no change shall be made to an employee's scheduled use of any earned vacation benefits unless that employee has received thirty (30) days advance written notice provided that the giving of such notice may be suspended while the following circumstances exist:

1. Staffing levels are projected to be abnormally low for at least one work period.
2. The County is operating under an emergency condition. An emergency condition is defined as any specific unusual occurrence, unusual event or situation, such as, but not limited to, localized natural disasters, riots or extended breaches of the peace that require additional staffing of personnel to control the situation.

The requirement of giving advance notice of a work schedule change shall be satisfied by posting the change on the official bureau or station work schedule; provided that, in addition, every effort shall be made to afford the employee with at least five days advance actual notice, either in person or by telephone. The Sheriff's Department shall post an official work schedule at each bureau and station.

3. The Sheriff is authorized to place on stand-by duty such personnel as maybe required for response to calls from members of the public at resident locations or establish stations or to perform field evidence technical services, outside of normal duty hours, estimated to be a total of approximately six shifts per day.

#### Section 6. VETERANS PREFERENCE

The Human Resources Administration under Section 3.B. of Ordinance #440 is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and ability. Each officer shall appoint all necessary employees allowed for their department by



this ordinance only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training and experience and shall take into consideration a system of veterans preference as may be adopted by the Board of Supervisors, by resolution. The veterans preference program shall be administered by the Human Resources Director.

#### Section 7. MILEAGE REIMBURSEMENT

Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate (presently \$.325 per mile.) Adjustments to the County rate, if any, shall be made pursuant to the IRS rate effective July 1 of each year and mileage claimed on or after that date shall be reimbursed at that new rate.

#### Section 8. PERSONNEL FILES

The Department shall comply with California Labor Code 1198.5 entitled "Employee Inspection of Personnel File" and with the Public Safety Officers' Procedural Bill of Rights Act, California Government Code 3305 and 3306, which govern comments adverse to interest and response to adverse comments entered into personnel file.

The rights provided for in the California Labor Code and the Public Safety Officers' Procedural Bill of Rights Act are not superseded, waived or in any other manner diminished by any term or condition of this Memorandum of Understanding.

#### Section 9. SAFETY COMMITTEE

In accordance with County Resolutions regarding the Safety Committee, effective July 1, 1993, such committee shall include the President of the Association or a designee. The RSA representative shall be a voting member at the regularly scheduled monthly meeting.

#### Section 10. PERSONAL SECURITY

An officer who is wounded or seriously injured as the result of a criminal act by another during an incident arising from or directly related to the performance of his/her law enforcement duties, shall, upon the determination of the ranking officer in charge at the crime scene, or upon reasonable request and approval by his/her unit commander, be provided with a sworn guard during his/her period of hospitalization until such time as it is determined that a threat to the officer no longer exists.

#### Section 11. RETIREMENT IDENTIFICATION CARD

A sworn peace officer employee who retires honorably from the Sheriff's Department or District Attorney's office, shall be entitled to receive a "retired" identification card at the time of his/her retirement as follows:

1. Identification cards shall bear the identification number assigned to an employee during his/her active duty service.
2. As a tribute to a retired employee, his/her identification number shall also be "retired" and thereafter shall not be reused or reassigned to any other employee.

In addition to the foregoing, once the County has developed a retirement badge that in the opinion of the District Attorney conforms to state law, retired peace officers shall also be issued a retirement badge at the time of their retirement and the retirement badge shall bear the identification number assigned to the retired employee during his/her active duty service.

ARTICLE VII  
LEAVE PROVISIONS

Section 1. SICK LEAVE

- A. Every regular employee and officer shall accrue sick leave with pay on a daily basis and computed at the rate of four (4) hours per pay period, allowable upon certificate of a physician or other proof of illness satisfactory to the Department Head. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care and care of the family. Family sick leave is defined to mean a spouse, child, domestic partner, or child of a domestic partner, parent, brother or sister of the employee, living in the same household as the employee, who is disabled by illness or injury. A "domestic partner" for the purpose of this section must meet the requirements of Section 297 of the California Family Code and must have filed a "Declaration of Domestic Partnership" with the California Secretary of State.

Quantity of sick leave usage alone is not necessarily the sole cause for concern regarding sick leave abuse. Therefore, a letter of counseling will not automatically be issued based solely upon the quantity of sick leave used.

Deputy Coroner Provision. Every regular employee and officer shall accrue sick leave pay on a daily basis and computed at the rate of four (4) hours per pay period allowable upon a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the Department Head. Such certificate shall include the following: a written statement signed on a form used by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, or their authorized representative, stating the day(s) of the illness, and a statement that the employee's illness prevents their being able to come to work; and may be required by the Department Head, County Executive Officer, or their designees, when in their judgment good cause exists for believing the employee may be abusing their sick leave privilege. An employee off work or contemplating to be off work due to illness or accident for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of illness from the employee's health care provider stating any duties an employee cannot perform, any restrictions or light duty requirements. In the absence of a more stringent departmental policy, an employee reporting off work for such leave usage shall call their department within one (1) hour before or after the scheduled shift start. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care and care of the family. Family sick leave is defined to mean a spouse, child, parent, brother, or sister of the employee, living in the same household as the employee, who is disabled by illness or injury. Every regular employee and officer shall be able to use accrued vacation, compensatory time or holiday time when sick leave has been exhausted due to extended illness verified by a doctor's statement.

Deputy Coroner Provisions (1 - 3):

1. Sick leave shall accrue at all times when the employee is in a paid status.

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

B. Payout for Sick Leave. Upon retirement, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement system, unused accumulated sick leave shall be paid at the following rates up to the amounts set forth in the cap:

<u>Years</u>	<u>Percent</u>	<u>Cap</u>
5 years or more up to 15 years	50%	960 hours
15 years or more	100%	960 hours

Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

Section 2. BEREAVEMENT LEAVE

Accrued sick leave, not exceeding five (5) working days may be used by a regular or seasonal employee in an active payroll status, compelled to be absent from duty by reason of the death, or critical illness where death appears imminent of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, domestic partner, or child of a domestic partner, grandparent, grandchild and step-relationships to above.

Note: For purposes of this section a "domestic partner" shall be as that defined in Section 297 of the California Family Code.

### Section 3. FITNESS FOR DUTY

When the Department Head or designee orders an employee off work due to an asserted illness, the employee may either:

1. Elect to be absent from work because of the illness:
2. Request at County expense, to be referred to a County designated health care provider or, to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.
3. Be examined by a physician or other person legally authorized to provide health care services of the employee's choosing, in the specialty designated by the County Employee Health Medical Director, to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.

If the employee is ordered off work due to an asserted illness there shall be an entitlement to utilize sick leave benefits and to receive full pay. In the event an employee has no accrued sick leave balance, the employee may utilize vacation, compensatory time, or holiday benefits with full pay or receive a leave of absence without pay, in accordance with the provisions of this Agreement and Department policy.

Should the health care provider determine that the employee was able to work during the shift from which they were ordered off work, the employee shall not be charged with such absence and shall receive full pay for that shift.

### Section 4. LEAVE WITHOUT PAY/OFFICIAL LEAVE OF ABSENCE.

A Department leave without pay or an Official leave of absence without pay may be granted for the following reasons: A. Illness or disability when sick leave has been exhausted; B. Pregnancy; C. To take a course of study which will increase the employee's usefulness on return to the County; D. Personal reasons acceptable to the authority whose approval is required.

- A. Department Leave. Department leave without pay from one up to 480 hours once in any one calendar year period may be granted to any employee by the Department head. Such leave shall be reported as Leave Without Pay via the Department's payroll. The Department head may require the leave without pay to be for a specified period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation or other evidence substantiating the leave as required by the Department Head.

An employee on leave without pay for illness or disability reasons will be required to present a return to work statement from the attending physician releasing the employee to duty, prior to being allowed to return to work.

- B. Official leave of absence. A Regular employee may request an Official leave of absence exceeding 480 hours, but not exceeding one year, (2080 hours). Official leave of absence may

be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the Department Head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources Department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the Department, who may present it to the Board of Supervisors. The Board's action shall be final. Any Official Leave of Absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

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

An employee on leave without pay for illness or disability reasons will be required to present a return to work statement from the attending physician releasing the employee to duty, prior to being allowed to return to work.

The Human Resources Director shall be promptly notified of the return of any employee from an official leave of absence without pay. The Board of Supervisors shall have the right to cancel or revoke a leave of absence previously granted.

Section 5.      MILITARY LEAVE

Absences on account of military duty are governed by provisions of the Military and Veterans Code.

Section 6.      JURY DUTY

Any employee who shall be summoned for attendance to any court for jury duty during normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury. A temporary employee shall be entitled to retain jury fees, since they may not be paid as an employee for time not actually worked as such employee. Any employee who shall be called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if they shall use County transportation. Any employee designated non-exempt from F.L.S.A. absent as a witness in a private matter shall not be entitled to be paid during such absence.

Section 7.      AIR POLLUTION EMERGENCY

An employee unable to work on a regularly scheduled work day due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless they choose to use accumulated overtime credit, sick leave credit, vacation credit or holiday leave credit for the period of time off work due to the emergency.

Section 8.      VOLUNTARY TIME BANK

- A. Definition of eligible employees. Only employees in budgeted ("Regular") positions within the Law Enforcement Unit are eligible to participate in the Riverside County Voluntary Time-bank Policy.
- B. Definition of catastrophic illness or injury. Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all accumulated leave. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (i.e., the spouse, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for an extended period to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave.
- C. Conditions and procedures under which a Time-bank for catastrophic illness/injury may be established.
1. Only the department head, upon concurrence from the Human Resources Director, may request establishment of a Time-bank for an employee within the department who is suffering a financial hardship due to a catastrophic illness or injury.
  2. When the department head has determined that an employee would benefit from the establishment of a Time-bank, the department head will contact the employee to determine if the employee desires to participate in a Time-bank program. If the employee desires to participate in the Time-bank program, the department head will contact the Human Resources Department and recommend the establishment of the program.
  3. The Time-bank will be established on behalf of an individual employee. The bank will accept donations of leave from one or more donors.
  4. The Time-bank will be operated by the Human Resources Department. The department head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-bank are kept confidential and that employees are not pressured to participate.
  5. On establishing a Time-bank program, the Human Resources Department should ensure that only credits that are necessary are donated. All donations are not retrievable.
- D. Conditions under which leave credits may be donated to a Time-bank.
1. Any employee may donate vacation or holiday accrual. Sick leave and compensatory time may be not donated.
  2. Donations of vacation or holiday accrual must be in increments of 8 hours or more and drawn from one bank only.

3. The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be converted to cash upon that person's separation.
  4. An employee may not donate leave hours which would reduce their accrued leave balances of vacation, holiday accrual, compensatory time, or sick leave to less than 168 hours.
  5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or administrative leave.
  6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donor and recipient's paid leave balance will be made.
- E. Conditions under which leave credits in a Time-bank may be used.
1. Only the employee for which the Time-bank has been established may receive leave credits from the Time-bank. Such leave credits shall be added to the employee's vacation balance.
  2. The affected employees will provide verification of the (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.
  3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.
- F. Steps to be taken by the department to establish a Time-bank program. A department head who decides that the department will participate in a Time-bank program will arrange with the Human Resources Department for the establishment of the Time-bank for the individual. The procedure to be followed must include:
1. Receipt of written approval from the employee to announce the need for a Time-bank transfer.
  2. Notify the Human Resources Department of the need for the program and coordinate the program's establishment.
  3. Require that employee donations be made directly to the Human Resources Department to ensure that employee's decision to donate or not donate is kept confidential.
  4. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-bank and take appropriate action.
- G. The Human Resources Department will:
1. Control the Time-bank program.

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

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

Section 9. PREGNANCY LEAVE

A pregnant employee shall not later than the sixth month of her term of pregnancy furnish her department with a signed physician's certificate specifying the anticipated date of delivery. If the employee wishes to work past the end of her seventh month of pregnancy, she shall furnish her department with a signed physician's certificate stating that she is physically able to continue working through a specified date prior to delivery.

If the employee wishes to return to work sooner than one calendar month after delivery, she shall furnish her department with a signed physician's certificate stating that she is physically able to perform the duties of her position.

Section 10. RELEASE TIME FOR THE PRESIDENT OF ASSOCIATION

- A. The Association shall have the option to cause the County to release the Association president for full time work with the Association, while remaining on the County payroll. The Association shall be obligated to reimburse the County. The reimbursement amount for presidential leave shall be based on actual costs for salary and benefits, including overtime worked on behalf of the Association in excess of eight(8) hours per day or forty (40) hours per week, with a detailed breakdown of these costs provided to the Association at least on a quarterly basis. Said funds shall be paid by the Association upon receipt of bill.

The Association shall afford to the County 60 days advance notice whenever (1) there is a change in the identity of the president who is to be released; (2) it desires to suspend its option to secure release time for its president; and (3) it desires to reinstate the option.



- B. Nothing in this section shall prohibit the president of the Association from electing to work for the County during the period covered by the exercise of the option subject to and with the approval and consent of the County. The president shall receive from the County appropriate compensation for any such work. During the period covered by the exercise of the option, the County may not require the president to perform any such duties.
- C. Association agrees to indemnify, defend, save and hold harmless, County, its officers, agencies, servants and employees of and from any and all liability, claims, demands, debts, suits, actions and cause of action, including wrongful death arising out of or any manner connected with the performance of services by the President of Association, and/or the President's agents, servants or employer, for Association.
- D. Where the president of the Association is a sworn peace officer, that individual shall be prohibited from taking official action in that capacity during the time while they are released to work for the Association, except under the following circumstances:
  - 1. Where there is an on-site criminal offense.
  - 2. Where summoned for assistance by a fellow officer in an emergency occurrence.
  - 3. Where the president is working for the County in an authorized capacity as a sworn peace officer, in accordance with paragraph B above.

Section 11. RELEASE TIME FOR REPRESENTATIVES.

Authorized representatives of the Association shall be entitled to release time for the purpose of traveling to and from and appearing at RSA Board meetings.

During each fiscal year such authorized representatives' cumulative release time with pay shall not annually exceed 80 hours and any excess hours shall be either without pay or charged against the authorized representative's appropriate paid leave banks.

ARTICLE VIII  
VACATION

Section 1. VACATION

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

Zero through 3 years (0 through 6,240 hours) in a payroll status, 80 hours each year:

Years 4 through 9 (6,248 through 18,720 hours) in a payroll status, 120 hours each year;

Years 10 or more (18,728 hours or more) 160 hours each year;

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than a maximum of 480 hours, and may be taken only at a time or times agreeable to the Department Head. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

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

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

## ARTICLE IX HOLIDAYS

### Section 1. PAID HOLIDAYS

- A. Only regular permanent or probationary, and seasonal employees in a current paid status, shall be eligible for paid holidays.
- B. County Holidays
  - January 1, New Year's Day
  - Third Monday in January, Martin Luther King, Jr.
  - February 12, Lincoln's Birthday
  - Third Monday in February, Washington's Birthday
  - Last Monday in May, Memorial Day
  - July 4, Independence Day
  - First Monday in September, Labor Day
  - Second Monday in October, Columbus Day
  - November 11, Veterans' Day
  - Fourth Thursday in November, Thanksgiving Day

(unless otherwise appointed)  
Friday following Thanksgiving  
December 24 and 31 when they fall on Monday  
December 25, Christmas Day  
December 26 and January 2, when they fall on a Friday  
Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following when such date falls on a Sunday.

Effective January 1, 1999, the Birthday Holiday shall cease to exist for employees covered under the provisions of the RSA MOU. In exchange for the elimination of that holiday, the County shall, on January 12, 2000, either;

1. Make a one-time only contribution of \$85,000 (the approximate value of the Birthday Holiday for those previously covered under the Birthday Holiday provision) to the RSA Insurance Trust for Medical Insurance; or,
  2. In the event County Counsel determines that such contribution is inconsistent with applicable State or federal law or IRS regulations, the County shall make a one-time only lump sum payment of \$200.00, less applicable State and Federal deductions, to each RSA represented employee in a Correctional Deputy classification.
- C. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
- D. An employee who is terminating employment for reasons other than paid County retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
- E. An employee who is on a leave of absence without pay for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for that holiday.
- F. A regular part time employee shall only receive holiday pay for the holiday or portion thereof which coincides with their regularly scheduled working hours.
- G. A full time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to equal compensatory time off for such a holiday; provided that any sworn peace officer, who is a member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County shall be paid for such holiday at their regular rate of pay not to exceed eight (8) hours pay.
- H. The provisions of Subsection (5)(a) to the contrary notwithstanding, any sworn peace officer who is a member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County whose regularly scheduled working day falls on a paid holiday, and who works on that holiday, shall be entitled to not more than twelve (12) hours of compensation at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, in addition to their regular rate of pay for the time actually worked; provided, however, that any affected employee who has any accumulated compensatory time off credit in the "holiday bank", shall retain such benefits until the "holiday bank" has been exhausted in the manner provided for in Section 7D(8) as it existed prior to this amendment.

Correctional Deputy I, II and Correctional Corporals whose regularly scheduled working day falls on a paid holiday, including the Martin Luther King, Jr. Holiday, who works on that holiday, shall be entitled to not more than 12 hours of compensation at the rate of one and one-half (1-1/2) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked.

Accumulated holiday credit earned at the expiration of each prescribed pay period upon election of the employee may be accumulated to their accumulated holiday credit up to 80 hours or be paid to the employee by County Warrant.

- i. A full-time employee who is a peace officer in the Sheriff's Department and a member of the Law Enforcement Unit of representation, as defined in the County's Employee Relations Resolution, shall receive compensation for the Martin Luther King, Jr. holiday as follows:
  1. Any such employee whose regularly scheduled day off falls on that holiday shall be entitled to eight (8) hours compensatory time off.
  2. Any such employee whose regularly scheduled work-day falls on that holiday who elects to take off that day as a holiday, with approval of the County, shall receive such time off without any loss of pay.
  3. Any such employee whose regularly scheduled work-day falls on the holiday and who works that holiday shall receive compensatory time off at the rate of time and one-half (1-1/2) for all time actually worked on that day, which compensatory time off shall be in addition to the employee's regular pay for that work day.

## ARTICLE X REIMBURSEMENT PROGRAMS

### Section 1. LIVING QUARTERS, MEALS, OR LAUNDRY SERVICE

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

### Section 2. MEALS

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

### Section 3. REIMBURSEMENT RATES FOR MEALS

Reimbursement rates for meals will be the following:

Breakfast up to	\$10.00
Lunch up to	\$15.00

Dinner up to \$25.00

If the County, by Ordinance or otherwise, provides for a higher rate, that rate shall apply. The existing criteria for paying for meals shall continue to be used by the County.

Section 4. GENERAL PROVISIONS

Nothing herein shall prohibit the furnishing of meals on a cost basis where necessary or convenient. It shall be the duty of each officer to make certain that the provisions of this section are complied with as to all employees, departments and institutions under their control and to keep the Auditor properly informed as to any payroll deductions required hereunder.

Section 5. MOVING EXPENSES-CURRENT EMPLOYEES

Upon the written request of an employee, the Department Head, and the County Executive Officer, may authorize payment of all or part of the actual and necessary expenses incurred for moving the household and immediate family of the employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the move, shall be subject to such reasonable conditions as the County Executive Officer may require, shall specify the maximum amount authorized and shall not be granted more than once in any one year period for any one employee, nor for any employee until he/she has been continuously employed by the County for at least one year preceding the authorization. If the employee voluntarily terminates employment with the County within one year of the payment of the expenses set forth herein, the employee shall, within 30 days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 6. REIMBURSEMENT FOR DAMAGED CLOTHING OR PROPERTY

Board of Supervisors' policy #C-5 is incorporated herein by reference.

Section 7. EXTRADITION PAY

Extradition Staff assigned to extradite prisoners to or from another jurisdiction shall be paid:

1. for all hours spent with the prisoner in their custody;
2. for waiting time, if upon arriving at the other jurisdiction at the assigned time for pick up of the prisoner they are required to wait for the release of the prisoner, provided that they first advise the Department of the delay and are instructed to wait, but in no event shall waiting time exceed their regular daily hours of work;
3. with respect to travel without the prisoner in their custody to or from the other jurisdiction to either pick up the prisoner or to return to Riverside County after having delivered the prisoner:
  - (a). for all travel time spent driving, provided that they are instructed to drive to pick up or deliver the prisoner, less normal commuting time and meal time;
  - (b). for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and meal time; or

- (c). during their regular working hours, even on an a day when the Deputy is not scheduled to work, if the assignment involves an overnight stay and they travel as a passenger on an airplane, train, boat, bus, or automobile, less normal meal time. The Deputy Sheriff shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
4. at applicable overtime rates in the event that the extradition assignment causes them to exceed their maximum number of hours of work on a daily basis or in the two week pay period.
5. The above extradition pay must be paid in a manner and time period consistent with regular County pay practices.

#### Section 8. MILEAGE REIMBURSEMENT

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

### ARTICLE XI GRIEVANCE PROCEDURE

#### Section 1. INTENTION

It is the intent of this procedure that grievances be settled at the lowest possible administrative level.

#### Section 2. GRIEVANCE DEFINITION

Except as outlined below, a "grievance" is a dispute - the solution of which is wholly or partially within the province of the County to rectify - that involves the interpretation or application of the MOU; or existing (a) Ordinances, (b) rules, (c) regulations, or (d) policies concerning wages, hours, and other terms and conditions of employment. Where a grievance affects more than one employee, RSA may file a grievance by identifying the affected employees, either by name or some other method that makes their identity clear. A grievance does NOT include:

1. Matters reviewable under some other County administrative procedure;
2. Matters for which the solutions of which would require the exercise of legislative power, such as the adoption or amendment of an Ordinance, rule, regulation, or policy established by the Board of Supervisors;
3. Matters involving the termination of a probationary, seasonal, or temporary employee;
4. Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons against a permanent employee, pursuant to the provisions of Article XII; and,

5. Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory (or competent) or better or (2), with respect to employees in their initial probationary period.

### Section 3. FREEDOM FROM REPRISAL

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

### Section 4. EMPLOYEE REPRESENTATION

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure. An employee who is a member of RSA may only be represented by RSA.

Reasonable access to work areas by representatives of RSA shall be in accordance with Section 20 of the Employee Relations Resolution. The grievant(s) and one representative are entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant(s) unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

### Section 5. 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 6. RESOLUTION

Any grievance petition settled at any point during the grievance-arbitration procedure shall be final and binding on the parties to the settlement.

### Section 7. WITHDRAWAL

Any grievance petition may be withdrawn by filing party at any time, without prejudice.

### Section 8. TIME LIMITS

Grievance petitions shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by RSA 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 9. RESUBMISSION

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

## Section 10. EXTENSION OF TIME

The time limits within which action must be taken or a decision made as specified in this procedure may be extended by written consent of the parties.

## Section 11. STEPS IN THE GRIEVANCE PROCESS

The following procedure shall be followed:

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee(s), or the employee's representative, shall first take the matter up with the immediate Supervisor or the appropriate person in management if the immediate Supervisor is not in a position to remedy the concern. 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. If a group of employees is involved then the group is entitled to a silent observer. An observer who interrupts or participates in the discussion may be excluded from the discussion by either the employee(s) or the Supervisor. Grievances filed by RSA on its own behalf may be filed in writing without any prior discussion with supervision.
- B. Submission of Written Grievance. All grievance petitions shall be filed within fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance, or within fifteen (15) days of the discovery of the circumstances giving rise to the grievance, or when the those circumstances reasonably should have been discovered, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. RSA shall submit the grievance petition to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the grievance petition is complete. The Human Resources Department shall forward a copy of the grievance petition to the appropriate Department Head(s).
- C. Grievance Meeting. Within fifteen (15) working days after submission of the grievance petition, the Department Head, or a designee, and the Employee Relations Division Manager, or a designee, shall meet with RSA to discuss the grievance. No later than fifteen (15) working days thereafter, the Employee Relations Division Manager, or a designee, shall render a written decision.
- D. Demand for Arbitration. If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented in writing to the Employee Relations Division Manager or a designee within ten (10) working days after receipt of the decision of the Employee Relations Division Manager, or a designee.

## Section 12. ARBITRATION

- A. After submission of a demand for arbitration, the parties shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List." Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties. If the parties are unable to agree, then an arbitrator will be selected by the parties alternately striking names from the "Arbitrator Strike List" until one (1) name remains who shall serve as the arbitrator.
- B. 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.



- C. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses who 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 Employee Relations Division Manager, or a designee, with the employee's Department Head at least two (2) working days in advance of the hearing date.
- D. Prior to the arbitration hearing, the parties shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues. The arbitrator shall not decide any substantive issue(s) 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. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.
- E. All grievances filed by RSA shall be heard and discussed in the grievance procedure up to and including the grievance meeting; no grievance shall be rejected from the grievance procedure. In the event that the County maintains that the issue is not subject to arbitration the issue of arbitrability shall be resolved by an Arbitrator on the Arbitrator Strike List who shall be selected by mutual agreement of the parties but who will not hear the underlying dispute. In the event that the arbitrator finds that the grievance is arbitrable, the parties shall select a different arbitrator to hear the underlying dispute.
- F. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU. No arbitrator shall have any power to alter, amend, modify, or change any of the terms of this agreement or shall exceed the authority provided to him by this agreement.
- G. Arbitration proceedings shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- H. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration 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 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.
- J. Either the Human Resources Department or RSA may appeal the decision of the arbitrator to the Board of Supervisors within fifteen (15) calendar days of the date of the arbitrator's award. All appeals must include a copy of the award. A copy of the appeal, and all documents submitted to the Board of Supervisors in support thereof, shall be served on the respondent by the appellant at the time the appeal is filed. The respondent shall have ten (10) calendar days from date of the receipt of the appeal in which to file and serve its written opposition, if any. The

Board of Supervisors shall hear and decide the appeal within forty-five (45) calendar days of the date of the appeal. The Clerk of the Board of Supervisors shall give reasonable notice to both parties of the date the matter will be heard by the Board. Both parties shall be given a minimum of fifteen minutes to present oral argument in favor of their respective positions; however, no additional testimony will be taken.

The Board of Supervisors may either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest. If the Board of Supervisors rejects all or part of the arbitrator's decision, the Board shall state its reasons for rejection in a written decision. The decision of the Board of Supervisors shall be the final step in these administrative procedures. If RSA is dissatisfied with the Board's decision it may bring an action in Superior Court to enforce the MOU.

In the event that neither party appeals within fifteen (15) calendar days of the date of the arbitrator's award, the Arbitrator's Award shall be final and binding on the parties. In the event that Human Resources appeals but the Board of Supervisors does not rule on the appeal within forty-five (45) calendar days of the appeal, the arbitrator's ruling shall be final and binding. In the event that RSA appeals but the Board of Supervisors does not rule on the appeal within forty-five (45) calendar days, RSA will have exhausted its administrative remedies and may bring an action in Superior Court to enforce the MOU.

Unless mutually agreed, proceedings conducted at any step of the grievance-arbitration procedure shall be private except the proceedings before the Board of Supervisors.

## ARTICLE XII DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has completed an initial probationary period, and any extension, has permanent status. No employee with permanent status shall be disciplined or discharged without good cause.

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

- a. Dishonesty;
- b. Incompetence;
- c. Inefficiency or negligence in performance of duties;
- d. Neglect of duty;
- e. Insubordination;
- f. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
- g. Absence without leave;
- h. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- i. Discourteous treatment of the public or other employees;
- j. Political activity in violation of federal or state law;
- k. Physical or mental unfitness to perform assigned duties;

- l. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- m. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed.
- n. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department. The department shall prescribe procedures to insure that employees affected by the requirements are informed of them.
- o. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy.
- p. Violation of the County Anti-Violence in the Workplace Policy.

Section 3. An employee may be terminated as a result of a reduction in force or abolition of a function.

Section 4. Suspension of an employee shall not be for more than 40 working days.

Section 5. Reduction in compensation under this section shall consist only of a change within the salary range from the existing step to a lower step for a specified duration of one or more full pay periods, but not to exceed 13 pay periods.

Section 6. CORRECTIONAL DEPUTIES PROCEDURAL BILL OF RIGHTS  
Correctional Deputies will be afforded the protection of Government Code 3300, and subsequent sections, commonly referred to as the Peace Officer's Procedural Bill of Rights.

Section 7. DISCIPLINARY APPEAL PROCEDURE/GENERAL  
Any notice required to be given by this Procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid, and addressed to the designated recipient at the recipient's last known address.

- A. As used in this Procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons, that directly affects the wages, hours, or working conditions of a permanent employee.
- B. Unless otherwise specified, as used in this Procedure, "Department Head" includes the Department Head or a designated subordinate.
- C. The Employee Relations Division Manager may for good cause extend the time for performance of any act required or permitted by this Procedure, upon written request prior to expiration of the time fixed. Powers of the Employee Relations Division Manager may be exercised by a designated subordinate.

Section 8. Notice of Disciplinary Action

A. Intent Letter. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as herein after provided at least seven (7) working days prior to the effective date of the action and shall include:

- 1. A description of the action(s) to be taken and the expected effective date(s);

2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
4. A statement informing the employee of the right to respond either verbally or in writing, to the Department Head prior to the effective date of the disciplinary action(s).

B. Implementation Letter

1. A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent; and
2. A statement informing the employee of the right to appeal within 10 working days of the date the letter is served on the employee;

Section 9. INVOLUNTARY LEAVE OF ABSENCE

- A. Pending investigation by the department of an accusation against an employee involving misappropriation of public funds or property, drug addiction, mistreatment of a patient or inmate at a County facility, or an act which would constitute a felony or a misdemeanor involving moral turpitude, the department head may place the employee on leave of absence for not to exceed 15 working days.
- B. If disciplinary action is not taken on or before the date such a leave is terminated, the employee shall be deemed to have been on duty.
- C. If disciplinary action is taken on or before the date such leave is terminated, the disciplinary action may be taken retroactive to any date on or after the date the employee went on leave. Notwithstanding the service provisions of Section 8, the disciplinary action under such circumstances shall be valid if written notice is served upon the employee not later than fifteen (15) working days after the employee is notified of the disciplinary action.

Section 10. APPEALS

Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Employee Relations Division Manager 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 any 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 11. AMENDED NOTICE OF DISCIPLINARY ACTION

- A. At any time before an employee's appeal is submitted to the Hearing Officer for decision, the Department head may, with the consent of the Employee Relations Division Manager, serve on the employee and file with the Employee Relations Division Manager an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the department shall process said notice in accordance with Section 7 above. However, the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 12. WAIVER

If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived.

Section 13. DISCIPLINARY APPEAL PROCESS - MEDIATION ARBITRATION

It is hereby agreed, that in all disciplinary matters, the parties, at any stage of the appeal process may mutually agree to the process of mediation-arbitration. It is specifically intended that said process of mediation-arbitration shall act as a settlement vehicle and shall not be a replacement or substitute for final and binding arbitration.

Once the parties have mutually elected to proceed to mediation-arbitration they shall select a mediator-arbitrator from the mediation-arbitration panel which consists of the following individuals: David Hart, Curtis Lyons, Tom McCarthy, and Draza Mrvichin.

The mediation process shall be informal and no testimony shall be taken by the mediator-arbitrator. The representative for each party shall make an opening statement and summarize their case to the mediator-arbitrator without the use of testimonial evidence. It is preferred that the grievant as well as a supervisor with the Sheriff's Department who is conversant with the facts of the case be present during the mediation-arbitration process.

The parties specifically agree that there shall be no court reporters, live testimony, written briefs, or written decisions rendered by the mediator-arbitrator.

If through the mediation-arbitration process the case is resolved, the results of the mediation-arbitration process shall be reduced to writing in the form of a settlement agreement between the parties.

To promote free discussion of settlement options, the parties agree that statements made or documents prepared for use in the course of the mediation-arbitration are confidential pursuant to California Evidence Code 1152.5 and are not admissible in evidence or subject to discovery in any proceeding unless all parties to the mediation-arbitration consent.

In the event that the matter is not resolved through the mediation-arbitration process, the parties shall select an arbitrator from the arbitration panel agreed upon for disciplinary cases.

In cases involving minor discipline (suspension of forty (40) hours or less) the parties shall utilize the same arbitration panel agreed upon for disciplinary cases pursuant to the MOU.

Section 14. HEARING PROCEDURE

- A. The parties shall maintain an Arbitrator Strike List from which hearing officers shall be selected. The inclusion or removal of names from the list shall be by mutual agreement of the parties. The parties shall attempt to mutually agree on an arbitrator. Should the parties be unable to mutually agree upon an arbitrator, then they shall alternately strike names from the Arbitrator Strike List until one name remains.
- B. The hearing shall be set by the Employee Relations Division Manager at an early date, taking into consideration the availability of the parties. The employee and the Department Head shall be given not less than (10) working days notice of the hearing by the Employee Relations Division Manager. The Employee Relations Division Manager may postpone or cancel a hearing on reasonable notice to the employee, the Department Head, and their respective representatives.
- C. Unless represented by counsel, the appellant may be represented only by an attorney retained by RSA, RSA Legal Defense Trust or an RSA staff representative.
- D. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either party, or the Hearing Officer, provided reasonable notice is given the department employing the officer or employee. The Employee Relations Division Manager, or designee, shall arrange for the production of any relevant County record. The Hearing Officer is authorized to issue subpoenas.
- E. All appeal hearings involving a dismissal or demotion of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the Department Head may, at his own expense, provide a reporter for the hearing.
- F. The expenses of the Hearing Officer and hearing shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.
- G. Any employee not represented by RSA shall be required to pay a fee equivalent to the filing fee for a Limited Civil Case in the Riverside County Superior Court (currently \$325.00) before the hearing will be scheduled. The County will pay the remaining costs of the Hearing Officer and any fees for attendance of a court reporter if one is required by the MOU. The employee shall pay for all other costs associated with the hearing, including, but not limited to, his/her legal fees, costs of discovery, costs of any transcripts ordered by the employee or his/her representative, and expenses of witnesses who are called by the employee or his/her representative. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.
- H. Within thirty (30) days following the submission of the appeal, the Hearing Officer 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. Either party may request that the Hearing Officer to issue a decision in less than thirty (30) days. The decision of the Hearing Officer shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.

1. The Hearing Officer shall confine his/her decision to issues raised by the statement of charges and responses and render a decision based on the written MOU between the parties. The Hearing Officer may sustain, modify, or rescind an appealed disciplinary action imposed by the Department Head.
2. If the Hearing Officer finds that the disciplinary action was appropriate, the action shall be sustained.
3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the Hearing Officer's decision.
4. In the case of discharges, if the Hearing Officer 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 Hearing Officer.
5. If the Hearing Officer finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.
6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.

This section will not be applicable where both parties mutually agree to submit briefs.

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. Where unemployment insurance is deducted from the restoration amount, the employee shall not be required to make further restitution. The appellant shall supply such outside employment earning records during the period of time in question when requested.
8. The employee and the Department Head shall have these rights:
  - (a). To call and examine witnesses;
  - (b). To introduce exhibits;
  - (c). To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
  - (d). To impeach any witness regardless of which party first called the witness to testify; and
  - (e). To rebut any derogatory evidence.
9. The hearing shall be a private proceeding among the County, the employee and the employee organization. Attendance of others during the proceeding will be at the discretion of the arbitrator.

Section 15. 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 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.
- E. Oral evidence shall be taken only on oath or affirmation.
- F. Any employee not testifying in his/her behalf may be called and examined as on cross-examination.
- G. The intention of the parties is that appeals and arbitrations be adjudicated as efficiently and economically as possible. In cases involving hearings in excess of three (3) days the parties may engage in a case management process with the Hearing Officer. The case management meeting, if agreed upon, must be held at least thirty (30) days prior to the first scheduled date for the hearing and may be held telephonically.

ARTICLE XIII  
ANTI-STRIKE CLAUSE

It is hereby agreed that the Riverside Sheriff's Association (RSA) 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 Riverside Sheriff's Association (RSA) of the existence of such activity and the Association will take all reasonable steps to terminate such activity and induce the employees to return to work.

ARTICLE XIV  
LAYOFF AND REINSTATEMENT

Section 1. DEFINITION OF SENIORITY

Seniority shall be defined as the length of an employee's continuous service with a County department in a regular position, and shall be determined within each department from the day each employee was officially appointed to the department, provided, however, that any regular employee who, as a result of promotion, transfer, or voluntary demotion is appointed to a regular position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.



Whenever more than one employee in a department has the same number of days seniority, the seniority of each employee as it relates to the others shall be determined by the Department Head.

Seniority shall continue to accrue during vacation, sick leave, layoff not exceeding two years, any authorized leave of absence of less than three months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service, but seniority earned prior to the break in continuous service will not be lost.

Except as otherwise herein provided in Section 3 of this Article, an employee shall lose seniority upon resignation, retirement, termination, or failure to return to work from layoff within seven days after being notified to return by certified or registered mail addressed to the employee at their last address filed with the Human Resources Department.

## Section 2. REDUCTION IN FORCE

When it becomes necessary to reduce the work force in a department, the Department Head shall designate the job classification and number of employees to be eliminated within their department or division, institution or other organizational unit of their department identified in the department sections of this ordinance, in making a reduction in the work force. 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.

Any reduction in the number of regular employees holding a job classification designated by a Department Head shall be made by layoff of employees in the following order of employment status:

- Temporary promotion employees;
- Probationary new employees;
- Probationary transfer employees, probationary promotional employees and permanent employees.

Layoffs of employees within each category of employment status shall be based primarily on length of continuous service within the department with the employee with the shortest seniority 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. Written notice shall be given employees laid off out of seniority of such fact.

After consultation with the Human Resources Director or a designee, the Department Head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. 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 notice shall include:

- The reason for layoff;
- The effective date of the action;
- The rules governing retention on the Departmental Reinstatement List; and
- If laid off out of seniority.

If an employee has previously held permanent or probationary status in another job classification within the department, and was not removed therefrom for disciplinary reasons, such employee shall, upon

request, be given a transfer or demotion within the department to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven days of written notification of layoff by personal delivery or mailing of a certified letter.

### Section 3. REASSIGNMENT

An employee who would otherwise be terminated for failure to accept reassignment may terminate and be placed on the Departmental Reinstatement List if both of the following conditions exist:

- 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
- If the new work location is more than 40 miles from the employee's current work location or the employee's home, whichever is closer.

An employee who chooses to terminate 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 working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

### Section 4. DEPARTMENTAL REINSTATEMENT LIST

A. The name of every regular employee who is laid off, or transfers or demotes to a formerly held classification in the same department for longer than one pay period due to a reduction in force shall be placed on a Departmental Reinstatement List. Vacancies to be filled within a department shall be offered, first in order of seniority, to individuals named on the Departmental Reinstatement List who at the time of the reduction in force, held a position in the same job classification within the department as the vacancy to be filled.

The department, for reasonable cause, may require a reinstated employee to serve a probationary period of 1040 hours.

B. Prior to the effective date of layoff, every employee given notice of layoff for a period of time longer than one pay period, may schedule an employment counseling session with the Human Resources Department in order to determine those job classifications and locations within the County of Riverside for which the employee meets employment eligibility requirements and desires to be considered for employment.

C. Individual names may be removed from the Department Reinstatement List for any of the following reasons:

1. The expiration of two years from the date of placement on the list.
2. Reemployment with the County in a regular full-time position in a department other than that from which the employee was laid off.

- D. Failure to report to work within seven days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty miles from the last work location or the employee's home, whichever is closer.
- E. Failure to respond within seven days of mailing of a certified letter regarding availability for employment.
- F. Request in writing to be removed from the list.

Section 5. STATUS ON REEMPLOYMENT.

A regular employee who has been laid off or terminates in lieu of reassignment and is reemployed in a regular position within two years from the date of layoff or termination shall be entitled to:

- A. Restoration of all sick leave credited to the employees' account on the date of layoff or termination.
- B. Continuation of seniority if reemployed by the same department from which the employee was laid off or terminated.
- C. Restoration of seniority accrued prior to layoff shall be credited to the employee upon successful completion of the applicable probationary period when the employee is reemployed in another department.
- D. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
- E. Placement in the salary range as if the employee had been on a leave of absence without pay if they are reinstated to the same job classification in the same department from which they were laid off or terminated.

For future step increases, the employees hours in a step within a range shall be the higher of:

- 1. The current hours in the step within the range of the current position held or;
- 2. The same number of hours in the step within the range of the position which he/she left.

ARTICLE XV  
FLEXIBLE BENEFIT PROGRAM

Section 1. ESTABLISHMENT OF THE PLAN

- A. Purpose. The County of Riverside, a political subdivision of the State of California, hereby establishes a cafeteria plan, to be known as "The County of Riverside Flexible Benefits Program" (the "Plan"). The plan is intended to qualify as a plan described in section 125 of the Internal Revenue Code of 1986. The plan is established effective as of November 20, 1986, in order to provide eligible employees a means of choosing among various benefit programs on a favorable tax basis.
- B. Applicability of Plan. The provisions of this plan are applicable only to the employees of the County in current employment who are members of a participating group of employees referred

to under Article III, on and after November 20, 1986, who are enrolled in a benefit program offered under the welfare Benefit Plan (excluding dental) offered by the County and who meet the eligibility requirements of Article III.

- C. Provision for Payment of Benefits. Payment of the costs of benefits which are provided under this plan comes from: County contributions of cash and to the extent additional funds are needed, with employee contributions of salary.

## Section 2. DEFINITIONS

The capitalized words and phrases in this plan shall have the meanings set forth below:

- A. The "Administrator" means the Human Resources Director of the County or a designee.
- B. The "Code" means the Internal Revenue Code of 1986 as from time to time amended, supplemented, or superseded by laws of similar effect.
- C. The "County" means the County of Riverside, a political subdivision of the State of California and, where the context requires, the duly authorized representative thereof.
- D. "Contributory Coverage" means that coverage available to employees under a Welfare Benefit Plan and dental coverage for which the County makes contributions of cash on behalf of each employee and requires a salary reduction by an employee if the cost of the coverage exceeds the County's contribution made on behalf of the employee.
- E. "Effective Date" means November 20, 1986.
- F. "Employee" means an individual who is a "regular employee" as referred to in Salary Ordinance No. 440, of the County.
- G. "Plan Year" means the calendar year.
- H. "Welfare Benefit Plan" means any employee benefit program offered pursuant to this plan. Currently, the only such plans are the medical coverages offered on either an indemnity or prepaid basis, dental and vision coverage, but not included are any disability or accidental death or dismemberment plans which the County offers. Rights under any Welfare Benefit Plan offered pursuant to this Plan shall be determined only under the documents establishing the Welfare Benefit Plan, as amended from time to time, and which are incorporated herein by this reference.
- I. Gender and Number. Except when other wise indicated by the context, any masculine terminology shall also include the feminine and the definition of any term in the singular shall also include the plural.

Section 3. ELIGIBILITY AND PARTICIPATION A person who is a member of a group of Employees (1) which is represented for collective bargaining purposed by an association or union which adopts this Plan through a memorandum of understanding with the County or (2) which is a classification of Employees with respect to which the County adopts the Plan shall be eligible to become a member of this Plan commencing with the effective date of such adoption. If a participant transfers to any position which is not covered by the Plan, employee shall cease to be a participant. The individual will again become a participant when they return to a position covered by the Plan.

Section 4. BENEFITS

A. Electable Benefits. The Compensation and benefits among which an employee may elect under this Plan are:

1. Salary, and;
2. Contributory Coverages which are available to the Employee in lieu of salary. Included in the Contributory Coverages are benefits available under the Welfare Benefit Plan and dental and vision coverage as offered by the County for that employee.

An employee may elect to receive cash in lieu of County contributions only if the County contribution which would otherwise be made on his behalf exceeds the cost of the least expensive medical coverage (not including dental or vision plans) available under a Welfare Benefit Plan. The maximum amount an Employee who elects to receive cash under the preceding sentence may receive shall be the difference between the County contribution on behalf of the Employee as listed in Section 7 of this Article and the greater of the cost of the least expensive medical coverage (not including dental or vision plans) available under a Welfare Benefit Plan if the Employee selects the least expensive coverage available or the cost of the coverage selected by the Employee under a Welfare Benefit Plan pursuant to this Plan.

B. Election Under Plan. Elections under Section 4.1 shall normally be made for one year periods. Once per year at the date it specifies, the County shall permit each eligible Employee to make an election between a Contributory Coverage or cash in lieu thereof, as provided under Section 4.1. An employee may only revoke their benefit election and make a new election with respect to the remainder of the one year period to the extent permitted by the County, and only if both the revocation and the new election are on account of and are consistent with a qualified change in status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child and deletion of dependents). In addition, elections may also be made not later than ninety days after an Employee first becomes eligible for a Contributory Coverage. Any election made by an Employee will remain in effect until changed by the Employee.

C. Election Amendments by Administrator. The County may amend Employee elections under this Plan in the event the County determines that amendments are necessary or advisable in order to (i) satisfy the anti-discrimination requirements imposed on this Plan by the Code; (ii) prevent any Employee from having to recognize more income for Federal income tax purposes from the receipt of fringe benefits hereunder than would otherwise be recognized, due to the application of any anti-discrimination provision of the Code; or (iii) maintain the non-taxable status of benefits received under this plan or any benefit plan pursuant to the requirements of the Code.

D. Funding. This Plan shall be funded by County contribution of cash, and salary reduction contributions to the extent additional funds are needed by Employees in order to receive Contributory Coverage. County contributions shall be applied by the County to purchase Contributory Coverages for electing Employees or to pay them cash as provided under Section 4.1. The maximum amount of non-elective County contributions available for any Employee shall be the amount as listed in Section 7, as may be amended from time to time. The maximum amount of salary that could be waived by Employees shall be the difference between the cost of the most expensive coverage available under a Welfare Benefit Plan that the Employee could select for the period in question and the non-elective County contribution made

on the Employee's behalf. Each participant shall determine the amount of reduction in their salary to be used to purchase Contributory Coverages for the Plan Year, for each biweekly pay period, prior to the beginning of such Plan Year, or: for the participant subject to a qualified change in status referred to in Section 4.4, prior to the Effective Date specified by the participant in a written notification to the designated office of the County on such forms as the County may prescribe.

Section 5. RECEIPT OF BENEFITS

- A. Controlling Effect of Benefit Plans and Programs. All claims for benefits shall be subject to and governed by the terms and conditions of the particular benefit plan or program adopted by the County with respect thereto and the rules, regulations, policies, and procedures from time to time adopted in accordance therewith.
- B. Insurance. To the extent that insurance or prepaid benefit coverage is procured to provide any of the benefits elected by Employees pursuant to this plan, an Employee's right to such benefits shall be limited to the amounts payable by such insurance, or available under the prepaid program, and the receipt thereof shall be subject to satisfaction of all of the terms, covenants, conditions, rules and regulations of the insurer or prepaid program. The County shall not have any independent obligation or duty to provide benefits to participants to the extent that such benefits are to be provided by the insurance or prepaid program. The County shall have the right from time to time to change the coverage's or carriers of any one or more insurance policies without written notice to Employee.

Section 6. ADMINISTRATIVE PROVISIONS.

The Administrator shall administer the Plan and shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not limited to, the following:

- A. To construe and interpret this Plan, to decide all questions of eligibility and participation and to determine the benefit plans and programs to be covered by this Plan;
- B. To prescribe procedures to be followed by Employees to make benefit elections pursuant to this Plan;
- C. To prepare and distribute information explaining this Plan and the benefit plans and programs covered hereby in such manner as the Administrator determines to be appropriate;
- D. To request and receive from all Employees such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- E. To furnish each Employee with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;
- F. To receive, review and keep on file such reports and information concerning the benefit plans and programs covered by this Plan as the Administrator determines from time to time to be necessary and proper; and
- G. To appoint or employ such individuals or entities to assist in administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants.

The County may amend, alter, or change the benefit plans and programs covered by this Plan and may amend or terminate the Plan itself.

Section 7. CONTRIBUTIONS

Effective January 2, 2001, the County shall increase its contribution towards the County's Flexible Plan by an additional \$15.00 per month on behalf of each active employee in the Law Enforcement Unit. As a result, the County's new total monthly contribution, including the \$25.00 contribution toward the PEMHCA or the County alternative plan, shall be \$345.44 per month.

County offered health insurance coverage is mandatory in order to receive cash back. If monies remain after health and dental insurance premium deductions, said monies may be taken in cash up to the aggregate total of the County's contribution. Dental insurance is optional.

For example:

Health Insurance Premium	\$170.00
Dental Insurance Premium	\$ 20.00
Cash	<u>\$140.44</u>
Total	\$330.44

PROVISIONS FOR ALL CLASSES EXCEPT DEPUTY CORONERS

Optical Insurance

Effective August 20, 1992, the County shall provide an optical plan as an option under the County's Flexible Benefit Plan (cafeteria plan). Members who participate shall be covered commencing October 1, 1992. The premium cost for optical insurance shall be made from the existing County contribution to the Flexible Benefit Plan or by the employee contribution (no additional County contribution shall be made for this benefit in this agreement). An employee who selects only that option for optical insurance (and therefore does not elect to procure health insurance coverage) does not qualify for cash back under the Flexible Benefit Plan.

Long Term Disability Insurance

In lieu of providing to employees in the Law Enforcement Unit the Long-Term Disability Insurance benefits presently available through the County's "self-funded" plan, the County will pay directly to RSA on or before the first date of each month an amount equal to the product of multiplying by \$21.00 the number of employees in the Unit who would have been eligible to participate in the County plan at that time. Those monies shall be applied by RSA toward the payment of premiums for long term disability benefits for those employees under a plan or plans selected by RSA.

Effective June 1, 1991, the County's Long Term Disability Insurance Policy shall be amended as follows:

- A. The definition of disability shall be as follows: An employee is disabled from all occupations if, as a result of sickness, accidental bodily injury or pregnancy, an employee is unable to perform with reasonable continuity the material duties of any gainful occupation for which he/she is reasonable fitted by education, training and experience. Gainful is interpreted to mean the same station in life.

- B. Reciprocity: An employee who is absent from work due to an industrial disability shall not be entitled to receive both (a) full salary in lieu of temporary disability benefits pursuant to this Agreement or Section 4850 of the Labor Code and (b) benefits available under the County's Long Term Disability Insurance Plan.
- C. Correctional Deputies: Employees in the Correctional Deputy classification covered by this Agreement shall be included in the County's Long Term Disability Insurance Plan effective June 1, 1991 and shall no longer be included with the County's Short Term Disability Insurance Plan.

#### Deputy Coroner Provisions

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

Deferred Compensation. The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to \$7,500 total in any one (calendar year) in accordance with the County's approved Deferred Compensation Plan.

Long Term Disability Insurance In lieu of providing short-term disability insurance benefits, Deputy Coroners will be enrolled in the County's long-term disability insurance program at a rate not to exceed \$412.97 per year.

#### ARTICLE XVI RSA BENEFIT TRUST

- A. The RSA and the County agreed that the County would file with the Board of Administration of the California Public Employees' Retirement System on or before May 31, 1994, a resolution by the Board of Supervisors which elects pursuant to Government Code Section 22853 to cease to be subject to the provisions of the Public Employees' Medical and Hospital Care Act ("PEMHCA") effective August 1, 1994, with respect to the Law Enforcement Unit of the County and to terminate participation of employees in that unit in PEMHCA.
- B. The County and RSA agreed to replace the existing medical, dental and vision benefits systems with a medical benefits trust. The trust will be sponsored by the RSA and will be administered solely by trustees appointed by the RSA. It is the intent of the parties that the trust be tax-exempt and be subject to the Employees Retirement Income Security Act of 1974.
- C. It is the intent of the parties that the trust will be responsible for selecting and administering the medical, dental and vision benefits to be provided to bargaining unit members (hereinafter "employees") and the present and future bargaining unit retirees (hereinafter "retiree"). The parties acknowledge that the trust has negotiated with health care service plans or health insurers to provide health coverage for employees and retirees. The trust may from time to time review the health plan options it offers employees and retirees and consider instituting new options which shall include but not be limited to self-insurance. The County shall bear no responsibility for the medical benefit plan options selected by the trust.



- D. The trust will administer the medical benefit plans it selects, with trust administrative duties including, but not limited to conducting open enrollment periods, maintaining eligibility, responding to questions from participants, adding and dropping participants and dependents, and coordinating with the County concerning these issues.
- E. The parties agree that the medical benefit plans selected and administered by the trust will be components of the County's section 125 plan.
- F. The County agrees to maintain its administrative responsibilities with respect to issues of withholding, issuance of W-2s, payment of cash to participants, and payroll deduction with respect to the section 125 plan and the medical benefit plan offered by the trust.
- G. The County agrees to make an aggregate payment each month to the trust. The County's contribution on behalf of employees toward the aggregate payment shall consist of the lesser of (1) the total of the premiums due for the plans selected by employees, or (2) the County's maximum contributions per employee as set forth in the current MOU (Not to include the amount set forth in Article II [E.]). The County shall include in that aggregate payment those amounts deducted from employee salaries which represent the balance between the premiums of the plans selected by employees and the County's maximum contribution per employee. The County shall also include in that aggregate payment the County's contribution of \$25.00 on behalf of each retiree enrolled in a major medical plan administered by the trust. The trust will be responsible for collecting from retirees the balance of the premiums due for the trust medical benefit plans in which the retirees are enrolled.
- H. The due date for the monthly aggregate payment by the County to the trust shall be the tenth of each month commencing August 10, 1994.
- I. The parties agree that the premium for each medical benefit plan administered by the trust shall include an amount for the reasonable costs of trust administration in an amount not to exceed \$10.00 per electing employee and retiree per month.
- J. The trust bears full responsibility for transmitting the appropriate premium payment to the relevant medical benefit plan provider or health insurer by the appropriate payment date. The trust will submit to the County on a timely basis evidence of payment by the trust of premiums to the outside medical benefit plan provider or health insurer.
- K. The RSA and the County agree to cooperate fully to resolve any administrative issues which may arise in the implementation of these MOU provisions.
- L. The parties agree that the County's sole financial obligation with respect to the trust and the medical benefit plans administered by the trust is to make the monthly aggregate payment set forth in paragraph 7 of this Article and Article II (E.). In the event the outside medical benefit plan provider or health insurer increases the premium for a medical benefit plan administered by the trust, the County shall bear no responsibility for payment of any part of the increases.
- M. If for any reason the trust becomes insolvent or is otherwise unable to satisfy its obligations, the County shall bear no responsibility to remedy that situation other than to make the County payments set forth in this agreement.
- N. The County agreed to submit this agreement to the Board of Supervisors for ratification together with the resolution described in paragraph 1 and the financial operations agreement between

the trust and the County. The County agreed to submit these three documents to the Board of Supervisors in a sufficiently timely fashion to permit compliance with the filing deadline set forth in paragraph 1 of this agreement.

- O. The parties agree to discuss the provision of medical benefits to employees and retirees in the event of the passage of federal legislation which prohibits the delivery of medical benefits to employees and retirees through the trust.
- P. Effective January 2, 2001, the County's monthly contribution on behalf of each active employee in the Law Enforcement Unit is \$345.44

Effective June 9, 2005 (pay date July 6, 2005), the monthly contribution shall be increased by \$111.28 to \$456.72.

Effective June 8, 2006 (pay date July 5, 2006), the monthly contribution shall be increased by \$111.28 to \$568.00.

In addition to the above, effective December 27, 2001, the County shall contribute \$25.00 per bi-weekly pay period, times the number of employees represented in the Law Enforcement Unit, to the RSA Benefit Trust.

## ARTICLE XVII SENIOR PROGRAMS/PROMOTIONAL PROCEDURES

### Section 1. SHERIFF'S DEPARTMENT SENIOR PROGRAM

Senior Position Allocation. Ten percent of the authorized positions for both Deputy Sheriff and Correctional Deputy for each station or facility will be appointed to the classification of Senior Deputy.

Employees Affected. Sheriff's Department peace officers holding the ranks of Deputy Sheriff and Sheriff's Investigator, and Sheriff's Department custodial officers classified as Correctional Deputy II and Correctional Corporal.

Senior Classifications. Employees appointed to Senior positions shall be classified as "Senior Deputy Sheriff", "Senior Sheriff's Investigator", "Senior Correctional Deputy II" or "Senior Correctional Corporal".

Categories of Senior Employees For purposes of the Senior Program, eligible employees and allocated Senior Positions will be divided into three categories: Corrections, comprised of Deputy Sheriff's and Correctional Deputies II and III assigned to the Corrections Division; Field Services, comprised of Deputy Sheriff's and Sheriff's Investigators assigned to patrol and support functions; Court Services, comprised of Deputy Sheriff's and Sheriff's Investigators assigned to the courts and support functions. Eligible employees will compete only within their category. Any Senior transferring out of a Division to which the specific Senior was allocated, to a non parallel job or position, will lose their Senior status or eligibility position and must re-test for a Senior position when eligible.

#### Eligibility - Field Services and Court Service.

Employees who:

- o Are not on initial or promotional probation,

- Possess a basic P.O.S.T. certificate,
- Have a competent performance evaluation (E.R.)

Eligibility - Corrections.

Employees who:

- Have completed 12 months of continuous service at current assignment and classification.
- Deputies are performing at a competent level in their present assignment.
- Deputies must agree to serve a 12-month period in Corrections after appointment to Senior Deputy.
- Correctional Deputy II and Correctional Corporal who have a competent E.R.

Basic Provisions

1. The Senior classification consist of those employees recognized as exemplary performers. The Sheriff shall designate employees to the Senior classification only from a list of eligible candidates which has been developed by an assessment board. Designation to the Senior classification will not be based solely upon a candidate's current assignment, but upon the candidate's proven ability to perform at an exemplary level.
2. Employees designated to the Senior classification will retain their primary job functions except as department procedures allow for re-assignment and movement of personnel.
3. Senior employees can expect added responsibilities as might be required by the Sheriff, which may include functional supervision, as designated, of other employees.
4. Employees designated to the Senior classification shall retain their Senior status through any re-assignment within the same bureau, station or corrections facility unless returned to their prior classification or if transferred to a different bureau, station or corrections facility.
5. A Senior employee who "voluntarily" transfers to a different work site, within the same category, i.e., field, courts or corrections assignment, will lose their Senior classification and shall be placed on the existing eligibility list of the new bureau or station in the current position number six, or if there are fewer than six persons on the list, in the last position.
6. A Senior employee who is "involuntarily" transferred to a different work site, within the same field, courts or corrections assignment, will lose their Senior classification and shall be placed on the existing eligibility list of the new bureau or station in tie with position number one. The tie shall cease to exist when one of the candidates in position number one is designated as Senior.
7. An employee "eligible" for a Senior position who is voluntarily transferred to a different work site, within the same field, court or corrections assignment, shall be placed on the existing eligibility list of the new bureau or station in the current position number six, or if there are fewer than six person on the list, in the last position.

8. An employee "eligible" for a Senior position who is "involuntarily" transferred to a different work site, whether in a field, court or corrections assignment, shall be placed on the existing eligibility list of the new field, courts or corrections station in tie with the same position currently held at the previous bureau or station. The tie shall cease to exist when one of the candidates in the ties position is designated as Senior.
9. Corrections Seniors transferred internally between Riverside Jail, R.P.D.C., RCRMC, and Planning; or between Banning Jail and B.C.F., will not lose their Senior status.
10. The President of the Association, if a Senior employee at the time of election, shall retain their Senior classification while serving as Association President. The President may also be appointed to a Senior classification under the bureau/station assigned before serving as President, if eligible.

Salary. Nine (9) ranges above the employee's current range of pay at the same step.

Insignia. Senior employees shall wear upon the service uniform an identifying insignia as established by the Sheriff.

Procedure for Senior Designation When directed by Departmental Memorandum, employees meeting the eligibility requirements may apply for placement on the Candidates' Eligibility List by completing an application on a standardized form and submitting the application to Sheriff's Administration. The employee shall attach to the application their most recent employee performance evaluation (E.R.) and optionally, a resume. The applications and attachments shall be reviewed and used by the assessment board in compiling an eligibility list for successful candidates. The Sheriff shall select employees from the eligibility list for designation to the senior classifications.

Assessment Board The assessment board shall evaluate each applicant for Senior classification based upon the written application, most recent performance evaluation (E.R.) submitted, work history, past and present experience, past and present performance, judgment and reasoning ability, leadership ability, education and performance during the assessment board interview. The interview may include scenarios intended to elicit responses illustrating the applicant's judgment and knowledge.

A standardized rating form with instructions, developed jointly by the Sheriff and the R.S.A. President, or their designees, shall be used by each assessment board member in evaluating each applicant. The rating form shall be averaged to obtain the applicant's final score. Applicants with a final score of 70% or greater shall be placed on the Candidates Eligibility List in descending order of scores. Notification and posting of the eligibility list shall follow the promotional procedure. There shall be eligibility lists for Deputy Sheriff's, Sheriff's Investigators, and Correctional Deputies II and Correctional Corporal, for field services, court services and corrections separately. The Sheriff shall promote to the Senior classifications from the top six candidates on the eligibility list appropriate for the vacant position.

An assessment board shall convene and develop an eligibility list once every two years. If an eligibility list has six or fewer names, the Sheriff may convene an assessment board to develop a new Candidates' Eligibility List, which will expire at the end of the original two-year testing. No candidate shall remain on a list for a period longer than 24 months without retesting.

Separate assessment boards shall be formed relative to the positions to be filled, i.e., field, court services and corrections. Each member of the board is to be a Department member with relevant knowledge and experience to those job classifications to be evaluated. The assessment board shall consist of five (5) members. The chairperson will be a lieutenant or above, chosen by the Sheriff. The

remaining board members shall be chosen, two by the Department and two by RSA. The assessment board for court services shall be selected as above, except one selection by the Sheriff will be one from court services east and one court services west. The selections by RSA will be one from court services east and one from court services west.

Demotions Any employee designated to a Senior classification may be demoted at the discretion of the Sheriff for failure to maintain a level of exemplary performance. A demotion caused by job performance is grievable through existing county-wide grievance procedures. The burden of proof will rest with the employee to prove that here was an abuse of discretion on the part of the Department. The Association agrees that demotions caused by transfer are not a grievable matter.

#### Other Provisions

1. The Sheriff's Department's Senior Program is intended to be a permanent program to reward employees for exemplary performance. However, it may be changed in whole or part through the negotiation process during regular contract negotiations. By mutual agreement, a re-opener can take place during the term of an M.O.U./contract to resolve specific problems with the program.
2. The Sheriff shall not leave any Senior classification position vacant, except for a reasonable period, following 1) promotion or demotion from the position, 2) abandonment of the position, 3) termination of the employee holding the position, 4) exhaustion of the list (no remaining candidates), 5) the Sheriff's declaration that the list is exhausted (six or fewer candidates at the option of the sheriff), or 6) the transfer of an employee with a Senior classification to another bureau or station.
3. The Deputy Sheriff, Sheriff's Investigator, and Correctional Deputy II and Correctional Corporal pay scales shall continue to be negotiable.
4. There is no limit as to the period of time that an employee appointed to the Senior classification can remain in that classification, unless transferred or promoted to a higher rank, or demoted. The intent of the program is not to rotate the available Senior classification positions from employee to employee, but instead to reward individuals on a continuing basis for providing service in an exemplary manner within a given bureau or station.

#### Section 2. SHERIFF'S INVESTIGATOR AND SERGEANT PROMOTIONAL PROCEDURES EXAMINATION PROCESS

- A. The examination process for the class of Sheriff's Investigator and for the class of Sheriff's Sergeant shall include a written examination administered by the Human Resources Department with a weight of 50%, an oral examination conducted by the Sheriff's Department with a weight of 20%, and an evaluation of promotability conducted by the Sheriff's Department with a weight of 30%. Candidates must attain a passing score on the written examination in order to compete in the oral examination and promotability evaluation portions of the examination process.
- B. The Human Resources Department will compute the final combined, weighted score for the examination process for each candidate, based upon the three elements of the process described above.

- C. The County shall make every effort with respect to the written promotional examination to provide specific source or reference material from which questions and answers have been derived and shall communicate it to the candidates at the time of the examination announcement.

#### Examination Process Results

- A. The Human Resources Department will notify all candidates by mail of their individual examination results including the score received on each examination and the final combined, weighted score.
- B. The Human Resources Department shall provide the Sheriff's department with a list of eligible candidates in descending order, based upon the combined, weighted scores. The list shall not contain actual scores, but will indicate those candidates having received tied scores who therefore occupy the same position on the list. The Sheriff's department shall post copies of the above list on each bureau and station bulletin board.

#### Selection

The first selection for each position to be filled shall be made from either the top ten percent of those candidates available for the assignment, or the top six candidates (including all persons tied for the sixth position) of those available for the assignment, whichever is greater.

#### Availability

- A. Candidates shall state their availability for promotional positions at particular station locations at the time of the oral examination.
- B. Amendments to a candidate's statement of availability must be made in writing on forms provided by the Sheriff's department. Not more than three amendments will be allowed during the period for which the eligible list has been established.

Candidate's Right to Waive. Candidates may waive no more than two offers of promotion. Waiver of a third offer of promotion shall result in the candidate's name being removed from the eligible list for the duration of the list.

### Section 3. DISTRICT ATTORNEY INVESTIGATOR CAREER PLAN

#### INTRODUCTION:

District Attorney Investigators are veterans of years of prior law enforcement service. The average experience level of the current investigative staff of the District Attorney's Office is at approximately 18 years. District Attorney Investigators have chosen to forego the pursuit of traditional promotional opportunities normally found within law enforcement agencies (i.e. Sergeant, Lieutenant, Captain, etc.) in favor of a career in the investigative field of the District Attorney's Office.

District Attorney Investigators, as a group, are senior peace officers possessing extensive education, training, and experience. While their role is somewhat different than their counterparts in other law enforcement agencies, they are equally devoted and dedicated peace officers.

District Attorney Investigators are expected to have a thorough working knowledge of law enforcement procedures, policies, and tactics. They are required to be experienced criminal investigators with a sound knowledge of the Criminal Justice System. District Attorney Investigators are required to work closely with Deputy District Attorneys in the preparation of cases and the development of prosecution strategies, including countering defense theories. District Attorney Investigators must also be skilled in the preparation of evidence for court presentation.

The tasks performed by District Attorney Investigators include constant interaction with prosecuting attorneys, private attorneys, the Public Defender staff, and members of the Judiciary. District Attorney Investigators are expected to perform with a minimum of supervision and interact with the public, law enforcement agencies of all types, and to professionally represent the District Attorney.

Assignments for District Attorney Investigators include both initial criminal and civil investigations, follow-up investigations of criminal and civil violations, and specialized investigations, when directed to do so by the District Attorney. These specialized investigations may be extremely sensitive and may have a wide public interest.

#### INTENT OF PROPOSAL:

The District Attorney has stated that his intent is not only to develop a professional career prosecutorial staff, but a career investigative staff as well. As a result, the Career Program has been developed to provide continuing career incentives to DA Investigators, who, because of the organizational structure of the District Attorney Bureau of Investigations, have very limited promotional opportunities.

This program creates a special designation incentive based on exemplary performance, special skills, education, and training. This program will assist the District Attorney in continuing to develop a competent, professional, and career minded investigative staff by offering continuing career incentives to promote the retention of experienced, well trained, and highly skilled investigators.

#### PROGRAM OBJECTIVES:

1. To offer career growth to Senior District Attorney Investigators that does not force skilled peace officers into management roles that they have chosen not to pursue because there are limited promotional opportunities.
2. To obtain fair and equitable compensation and advancement for demonstrated and career oriented criminal investigation expertise.
3. To define and distinguish between those Senior District Attorney Investigators performing additional functions and possessing specialized skills necessary to successfully investigate and prosecute civil and criminal offenders before the Judiciary and those District Attorney Investigators who are charged with professionally managing and commanding the various operations of the District Attorney's Bureau of Investigation.
4. To provide retention incentive that will assist the District Attorney in maintaining a skilled and experienced investigative staff.

#### EMPLOYEES AFFECTED:

District Attorney Bureau of Investigation Peace Officers holding the rank of Senior District Attorney Investigator.

POSITIONS:

- A. DISTRICT ATTORNEY INVESTIGATOR A & B. District Attorney Investigator is the first working level of criminal and civil investigation in the District Attorney Investigator series. Individuals in this class are sworn peace officers who perform routine and less complex investigative work. They may possess less investigative experience than a Senior District Attorney Investigator, however, they possess expertise in a highly specialized field of investigation.
- B. SENIOR DISTRICT ATTORNEY INVESTIGATOR. Senior District Attorney Investigator is the advanced level position for sworn peace officers within the District Attorney's office. This level of peace officer performs the full range of investigative work and differs from that of the lower level District Attorney Investigator class in that the Senior District Attorney Investigator has had a greater amount of investigative experience and will be involved in more complex investigative work.
- C. SENIOR DISTRICT ATTORNEY INVESTIGATOR A. Senior District Attorney Investigator A's are peace officers who possess the same level of experience as the Senior District Attorney Investigator and perform similar duties, however, they possess an Intermediate P.O.S.T. certificate.
- D. SENIOR DISTRICT ATTORNEY INVESTIGATOR B. Senior District Attorney Investigator B's are peace officers who possess the same level of experience as the Senior District Attorney Investigator and perform similar duties, however, they possess an Advanced P.O.S.T. certificate.
- E. SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB. Senior District Attorney Investigator IIB is a highly skilled specialist in law enforcement investigations and operations, who may also be charged with some limited supervisory related tasks or who possesses advanced forensic skill in such areas as handwriting, fingerprinting, and forged document examinations or other specialized skills applicable to investigative responsibilities for the District Attorney's office. Subject to annual recommendation of the Executive Office and approval by the Board of Supervisors, the number of positions may equal up to 35% of the total Sr. District Attorney Investigator class, but shall initially consist of 16 positions.

The initial salary for Senior District Attorney Investigator IIB shall be established at a rate that is ten (10) salary ranges above that for the Senior District Attorney Investigator B classification.

- F. SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB. Senior District Attorney Investigator IIIB is a special designation in the investigative career ladder. This is a highly skilled individual in law enforcement investigations and operations who also assumes functional supervisory responsibilities over subordinate investigators when so designated by the Chief Investigator or his designee. Subject to annual recommendation of the Executive Office and approval by the Board of Supervisors, the number of positions may equal up to 37% of the total Sr. District Attorney Investigator IIB class.

The initial salary for Senior District Attorney Investigator IIIB shall be established at a rate that is ten (10) salary ranges above that for the Senior District Attorney Investigator IIB classification.

ELIGIBILITY:

The eligibility requirements for District Attorney Investigator and Senior District Attorney Investigators A, B, IIB, AND IIIB are outlined in Attachment I, Qualifications.



### PROBATIONARY PERIOD:

Probationary periods for all positions contained in this program, with the exception of the special designation of Senior District Attorney Investigator IIIB, shall be consistent with previously established policy as outlined in Article VI, §1 of the current Memorandum of Understanding between the County of Riverside and the Riverside Sheriff's Association.

After appointment, continuing service in the special designation of Senior District Attorney Investigator IIIB shall be at the sole discretion of the District Attorney or his designee. Removal of the Senior District Attorney Investigator IIIB designation is neither a grievable issue under the Grievance Procedure nor subject to appeal under the Disciplinary Procedure of this Memorandum of Understanding.

### BASIC PROVISIONS:

Those employees recognized as exemplary performers may be appointed to the Senior District Attorney Investigator IIB classification or IIIB special designation. The District Attorney and/or Chief Investigator shall award the Senior District Attorney Investigator IIB classification and may award the Senior District Attorney Investigator IIIB special designation from established candidate eligibility lists, which shall be developed as a result of an "Assessment Panel". Appointment to the Senior District Attorney Investigator IIB classification or IIIB special designation will not be based solely upon a candidate's current assignment, but upon the candidate's consistent proven ability to perform at an exemplary level.

Senior District Attorney Investigators IIB and IIIB can expect added responsibilities as may be required by the Chief Investigator. Added responsibilities may include functional supervision, training of other employees, oversight and coordination of special projects, completed staff work, and other work as assigned by the District Attorney and/or Chief Investigator.

Employees appointed to the Senior District Attorney Investigator IIB classification shall retain their status through any reassignment within the Bureau of Investigations, unless returned to their prior classification either voluntarily or as a result of disciplinary action, in accordance with Article XII of the current Memorandum of Understanding between the County of Riverside and the Riverside Sheriff's Association.

Employees assigned to the Senior District Attorney Investigator IIIB special designation may return to their prior classification as a Senior District Attorney Investigator IIB either voluntarily or at the discretion of the District Attorney or his designee.

An assessment panel shall convene when a vacancy exists. Eligibility lists will be valid for one year after the date they are verified by the District Attorney Department Personnel Coordinator. Vacancies that exist in the Senior District Attorney Investigator IIB classification shall be filled within thirty (30) days from the date the vacancy arises unless an eligibility list has been declared exhausted. In such an instance, a new assessment panel shall convene within ninety (90) days of the date an eligibility list has been declared exhausted and a new list developed and posted within sixty (60) days of the date the assessment panel first convened.

Vacancies that exist in the Senior District Attorney Investigator IIIB special designation may be filled from a valid eligibility list at the discretion of the District Attorney or his designee.

An employee holding the classification of Senior District Attorney Investigator IIB or the special designation of Senior District Attorney Investigator IIIB and who is elected to the position of president of the Riverside Sheriff's Association shall retain his/her classification/special designation while serving as the association president, in accordance with Article VII, §10 of the current Memorandum of Understanding between the County of Riverside and the Riverside Sheriff's Association.

INSIGNIA:

An employee holding the position of Senior District Attorney Investigator IIB or IIIB shall have a "Badge" and an "I.D. card" issued to him/her, identifying the employee as a Senior District Attorney Investigator IIB or IIIB.

APPOINTMENT PROCESS:

When notification of the testing process is made via the Bureau of Investigation, employees meeting the eligibility requirements may apply for placement on the candidates eligibility list by completing a standardized county application form and submitting the application to the District Attorney Department Personnel Coordinator. Employees shall attach one copy each of his/her resume (not to exceed five pages) and last two performance appraisal records to the application.

Separate assessment panels shall evaluate applicants for the guidelines that will be developed by the Chief Investigator or designee(s). The interviews will be Senior District Attorney Investigator IIB classification and IIIB special designation. Assessment panel evaluations shall be based upon the applicant's application, resume, education, law enforcement experience, exemplary performance, and performance appraisal records.

Candidates will be given oral interviews by the assessment panel. Each member of the assessment panel shall utilize a standardized rating form with designed to elicit responses demonstrating the applicant's knowledge, skills, and abilities. In addition, Senior District Attorney Investigators IIB and IIIB will be required to submit a completed staff work project, designed by the Chief Investigator and management staff, to be evaluated by the assessment panel. All applicants shall be given the same project to be evaluated.

The District Attorney and/or Chief Investigator shall select candidates from the appropriate eligibility list for appointment to the Senior District Attorney Investigator IIB and IIIB positions. Applicants must meet position requirements by the cut-off date for submission of applications to be eligible for participation in the testing process.

The District Attorney Department Personnel Coordinator shall be responsible for computing each applicant's final score. All rating forms for an applicant shall be averaged to obtain the applicant's final score. Applicants with a final score of 80% or greater shall be placed on the appropriate eligibility list in descending order of scores. A separate eligibility list shall be developed for both the Senior District Attorney Investigator IIB classification and the Senior District Attorney Investigator IIIB special designation. The Chief Investigator shall issue a formal memorandum to each applicant, identifying the names of those applicants who have been placed on the appointment eligibility list. Applicants may contact the District Attorney Department Personnel Coordinator for their individual examination results.

The District Attorney and/or Chief Investigator shall appoint employees to the Senior District Attorney Investigator IIB classification and the Senior District Attorney Investigator IIIB special designation from the top six (6) candidates on the respective eligibility lists.

ASSESSMENT PANEL:

An assessment panel under this program shall be comprised of five (5) members. The assessment panels shall be comprised of members as designated by the District Attorney and/or the Chief Investigator provided, however, the first panel shall not consist of anyone below the level of Supervising Investigator or Supervising Deputy District Attorney. An initial testing process will be required to fill all Senior District Attorney Investigator IIB positions.

QUALIFICATIONS

SENIOR DISTRICT ATTORNEY INVESTIGATOR A

1. Possession of a valid California driver's license.
2. High School graduate (or GED equivalent).
3. Completion of 30 semester or 45 quarter units at a state recognized college or university is desirable.
4. Two years of criminal or civil investigative experience in a sworn status for a civilian governmental law enforcement agency that included, as a primary responsibility, the performance of field investigations.
5. Possession of an Intermediate P.O.S.T. certificate.

SENIOR DISTRICT ATTORNEY INVESTIGATOR B

1. Meet all qualifications of a Senior District Attorney Investigator A.
2. Possession of an Advanced P.O.S.T. certificate

SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB

Option 1:

1. One year experience as a Senior District Attorney Investigator B with the County of Riverside.
2. Completion of ninety (90) semester or one hundred thirty five (135) quarter units from a state approved or accredited college or university, or a combination of equivalent P.O.S.T. training points and college units (a maximum of twenty (20) semester or thirty (30) quarter units may be substituted with equivalent P.O.S.T. training points).

Option 2:

1. Two (2) years experience as a Senior District Attorney B with the County of Riverside.

SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB

1. One (1) year experience as a Senior District Attorney Investigator IIB with the County of Riverside.

NOTE:

The training hours conversion formula will conform to college and P.O.S.T. standards as follows:

24 Hour P.O.S.T. course	equals ½ college semester unit
40 Hour P.O.S.T. course	equals 1 college semester unit
80 Hour P.O.S.T. course	equals 2 college semester units
3 Semester units	equals 4.5 quarter units

### TESTING

1. Senior District Attorney Investigator IIB scoring guidelines for Assessment Panel Evaluators:

All scores are based on a one hundred (100) point evaluation process. Seventy (70) points or higher are required for placement on the eligibility list.

- a. Evaluation of experience and positional performance – 80 pts
- b. Evaluation of education – Two (2) to five (5) points as follows:
  1. Thirty five (35) college units – two (2) points
  2. AA/AS or equivalent units – three (3) points
  3. BA/BS degree – four (4) points
  4. MA/MA degree – five (5) points
- c. Written Exam – five (5) points
- d. Oral Interview – ten (10) points

2. Senior District Attorney Investigator IIIB scoring guidelines for Assessment Panel Evaluators:

All scores are based on a one hundred (100) point evaluation process. Seventy (70) points or higher are required for placement on the eligibility list.

- a. Evaluation of experience and positional performance – 80 pts
- b. Evaluation of education – Two (2) to five (5) points as follows:
  1. Thirty five (35) college units – two (2) points
  2. AA/AS or equivalent units – three (3) points
  3. BA/BS degree – four (4) points
  4. MA/MA degree – five (5) points
- c. Written Exam – five (5) points
- d. Oral Interview – ten (10) points

### ARTICLE XVIII MODIFIED AGENCY SHOP

During the entire term of this agreement, the following provisions shall continue to apply:

Subject to Section 16, Dues Deduction of Employee Groups, Employee Relations Resolution of the County (Res. No. 89-350), upon the voluntary written authorization of representation unit employees, the County shall deduct and remit to R.S.A. dues for members of R.S.A.

Current employees in the unit who are now R.S.A. members shall remain R.S.A. members. Employees who are hired after the effective date of this Memorandum of Understanding, and who are in a job classification within the representative unit of R.S.A. covered by this Memorandum of Understanding, shall within thirty (30) days from the date of commencement of duties, become a member of R.S.A. or pay to R.S.A. a fee in an amount equal to R.S.A.'s bi-weekly dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1, above.

Dues withheld by the County shall be transmitted to the R.S.A. Officer designated in writing by R.S.A. 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 unit members. The parties further agree that the failure of any unit member to remain a member in good standing of R.S.A. or to pay the equivalent of R.S.A. dues during the term of this agreement 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) working days or more after such submission.

No unit member shall be required to join R.S.A. 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 R.S.A. to satisfy the 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, R.S.A. 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 County Employee Relations Director. In the event the unit member fails to cure said delinquency, R.S.A. shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws and are specifically excluded from the Grievance Procedure Agreement or termination.

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.

R.S.A. 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 of R.S.A. 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.

R.S.A. 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.

R.S.A.'s indemnity obligation is more fully set forth as follows: R.S.A. 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, R.S.A. 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 R.S.A. shall not diminish R.S.A.'s indemnification obligations under this Agreement.

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

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

ARTICLE XIX  
LABOR/MANAGEMENT COMMITTEE

The County and RSA agree to form a joint labor/management committee to work in good faith to develop a program to improve employee health and fitness as a means of improving job performance, reducing the potential for both work and non-work related injuries and/or disabilities, and potentially resulting in longer, more productive lives. Such committee shall initially meet no later than 30 days after the implementation date of this Memorandum of Understanding and shall continue to meet thereafter at times and locations agreed-upon by the committee members. The committee's initial agenda shall include the development of a physical fitness program which could include both incentives and disincentives; the examination of ways to reduce the use of both work related and non-work related paid time-off, and any other mutually agreed-upon related issues.

Wellness & Fitness Program On or before June 1, 2005, the parties shall meet and confer about adopting a Wellness & Fitness Program. This meet and confer process shall require the parties to make every reasonable effort to mutually agree to a Wellness & Fitness Program no later than July 15<sup>th</sup> 2005, unless mutually extended. The County shall neither unilaterally impose a Wellness & Fitness Program nor link it to an agreement on any other issue.

ARTICLE XX  
EQUIPMENT

Section 1. RAIN GEAR

The Department shall provide sufficient rain gear in each station to adequately cover each shift.

Section 2. SAFETY VESTS

The Department will develop a policy for replacement of safety vests. Eligible employees may utilize a voucher system for vest replacement at the Department's vendor(s). Vests will have a minimum threat level IIIA to be issued to all field operations Deputies and Deputy Coroners. The employees will be

responsible for any cost exceeding the current cost of the department's standard issue safety vest at the time of replacement.

The RSA and the County of Riverside agree to reopen this agreement for the limited purpose of meeting and conferring on the minimum threat level standard for those vests that are issued to Correctional Deputies assigned to transportation duties.

Section 3. BATONS

Effective January 1, 2005, or as soon as practical thereafter, the County shall transition to the Winchester expandable baton for all bargaining unit members required or authorized to utilize a baton in the performance of their duty. [The DA office will not make the transition until FY 2006-2007]. Thereafter the Sheriff may, at his discretion, change the type of baton that he issues to RSA members, so long as all meet and confer obligations are fulfilled prior to such change taking place.

Section 4. PERSONAL WEAPONS

Sworn personnel assigned to patrol and other related field operations are provided weapons by the Sheriff Department in the course of their duties. Such sworn personnel shall also be permitted to use department approved personal weapons, with the understanding that the Sheriff Department accepts no responsibility for the cost, care, replacement, or repair of any personal weapons used in the course of a sworn employee's duties.

## APPENDIX

### COUNTY WIDE POLICIES

Employees should be familiar with County Policies as established by the Board of Supervisors from time to time. In particular, employees should be familiar with the following policies:

- C-5 Reimbursement for Damaged Clothing or Property
- C-10 Alcohol and Drug Abuse Policy
- C-21 Employee Performance Evaluation Reports
- C-25 Harassment Policy and Complaint Procedure
- C-27 Workplace Violence, Threats and Securities
- A-50 Use of County E-Mail Systems
- A-58 Enterprise Information Systems Security Policy

These, and all other Board of Supervisors policies, are available for review at:

<http://boardos.co.riverside.ca.us/toc/pdf>

Reference:

Minute Order 3.29, dated 5/15/01



SIGNATURE PAGE

2008 – 2011

RIVERSIDE SHERIFFS' ASSOCIATION

LAW ENFORCEMENT UNIT

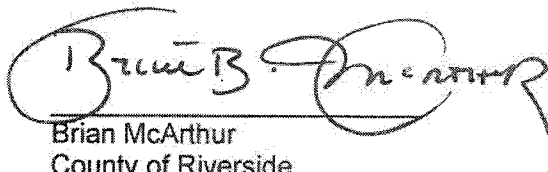
MEMORANDUM OF UNDERSTANDING

For the Riverside Sheriffs' Association



Pat McNamera  
Riverside Sheriffs' Association  
President

For the County of Riverside



Brian McArthur  
County of Riverside  
Director of Employee Relations

Signed this 6th day of Jan 2011, at Riverside, California

**Riverside County Board of Supervisors  
Request to Speak**



Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Michelle Randall

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** (951) 277-3583

**Date:** 3/1/11 **Agenda #** 3.23

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**  
 Support     Oppose     Neutral

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

Support     Oppose     Neutral

**I give my 3 minutes to:** \_\_\_\_\_