

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

716



**FROM:** Human Resources Department

**SUBMITTAL DATE:**  
February 17, 2016

**SUBJECT:** Approval of the 2015 - 2017 Memorandum of Understanding with the Riverside County Deputy District Attorney Association ("RCDDAA") [District- All] [Total Cost - \$0] [Departmental Budgets]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the 2015 - 2017 Memorandum of Understanding ("MOU") between the RCDDAA and the County of Riverside (Attachment A).

**BACKGROUND:**

**Summary**

The RCDDAA represents approximately 270 employees in non-managerial deputy attorney classifications within the offices of the District Attorney, County Counsel, and Child Support Services. The Riverside County Attorneys' Association ("RCAA") represents approximately 112 non-managerial Deputy Public Defenders. For the purpose of collective bargaining, the RCDDAA and the RCAA mutually agreed to consolidate labor negotiations with RCDDAA being the sole representative of the employees in both units. (Continue on page 2)

Departmental Concurrence

Michael T. Stock  
Asst. County Executive Officer/  
Human Resources Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

**SOURCE OF FUNDS:** Departmental Budgets

<b>Budget Adjustment:</b> No
<b>For Fiscal Year:</b> 15/16-16/17

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

BY: Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 1, 2016  
xc: H.R.

Kecia Harper-Ihem  
Clerk of the Board  
By: Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 02/28/12; 3-39 | District: ALL | Agenda Number:

3-23

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approval of the 2015 - 2017 Memorandum of Understanding with the Riverside County  
Deputy District Attorney Association ("RCDDAA") [District- All] [Total Cost - \$0] [Departmental  
Budgets]**

**DATE: February 17, 2016**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

On March 5, 2015, the RCDDAA asked to open negotiations for a successor MOU. Discussions commenced in April of 2015, and nine (9) bargaining sessions were held. A tentative agreement for a new twenty-four (24) month MOU term, from July 1, 2015 through June 30, 2017, was reached on December 14, 2015. The RCDDAA membership thereafter ratified the tentative agreement on February 3, 2016.

Attachment A contains the final agreement which has been reached between the RCDDAA and the County. The key points of this agreement are as follows:

Term: July 1, 2015 - June 30, 2017

Effective July 1, 2016, the County Counsel shall have discretion to determine whether an employee in the County Counsel's Office may no longer be able to maintain an alternative work schedule.

Employees in the District Attorney's Office hired or re-hired on or after the effective date of this MOU (i.e. March 31, 2016) shall serve an initial probationary period of twenty-four (24) months.

Annual leave buy-down reverted back to eighty (80) hours per calendar year with an additional eighty (80) hours buy-down upon department head approval within the same calendar year, not to exceed a total of 160 hours of annual leave in any calendar year. The previously negotiated cap of not-to-exceed eighty (80) hours' buy-down in any calendar year had sunset on June 30, 2015.

The fairness provision with the Management Resolution on increases to flexible benefit contributions expired and therefore removed from the successor agreement.

There shall be no adjustments to the base rate of pay during the term of this MOU.

Achieved non-substantive language clean-up.

**Impact on Residents and Businesses:**

There is no direct impact on residents and businesses. The County was able to hold labor costs steady by reaching an agreement that does not include a cost of living adjustment during the term of the contract. Although employees represented by the RCDDAA and RCAA will continue to receive merit increases in two (2) steps increments, this provision was carried over from the previous MOU and does not add additional labor costs to the budget. This allowed the County to maintain labor stability in order achieve the same high level of service to the community it serves.

**ATTACHMENT:**

**A. 2015 - 2017 Memorandum of Understanding ("MOU") between the RCDDAA and the County of Riverside**

**MEMORANDUM OF UNDERSTANDING**

**2015-2017**

COUNTY OF RIVERSIDE

AND

RIVERSIDE COUNTY DEPUTY  
DISTRICT ATTORNEYS ASSOCIATION

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## DEFINITIONS

Arbitration Third Step hearing 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 this Memorandum of Understanding (MOU).

Continuous service, continuous employment, and similar terms, shall mean service of a permanent or seasonal employee in a continuing paid 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 grade to a position of a different class allocated to a lower salary grade, whether in the same or a different department.

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

Employee as used in this MOU shall refer only to employees employed by the County in those classifications heretofore or hereafter included in the Prosecution Unit and Deputy Public Defender Unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside.

First Step Meeting First Formal Step in the Grievance Process at the department level between a department representative and the employee, and/or a representative of the Riverside County Deputy District Attorneys' Association ("RCDDAA") or the Riverside County Attorneys' Association ("RCAA"), whichever is applicable.

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.

Holiday or paid holiday means any day on which County offices are not open for business, in accordance with County ordinance, other than Saturday or Sunday.

Paid Status shall mean compensation paid to an employee for regular hours worked or from accrued leave banks such as annual leave, vacation, sick, holiday, and/or comp time. Payments received for disability such as disability or Workers' Compensation shall not be considered being in a paid status and shall not entitle employees to accrue leave accruals or flex credit contributions.

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 as specified in the Management Resolution.

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, unless permission is granted for job sharing.

Probationary employee means a regular or seasonal employee who has not completed the initial probationary period as designated in this MOU, 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 MOU, in a paid status in a position to which he/she has 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 grade to a position of a different class allocated to a higher salary grade whether in the same or different department.

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 grade.

Regular position means a position established under County Salary Ordinance No. 440 on an ongoing basis: as distinct from a seasonal or temporary position.

Regular employee means a holder of a regular 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 grade to a position of a different class allocated to the same salary grade in the same department, or to a position of the same class, or a different class allocated to the same salary grade, 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 his/her normal working shift. It



does not include Saturday or Sunday, or equivalent normal days off for persons regularly employed on other than the usual working week basis of Monday through Friday.

ARTICLE I  
TERM

Section 1. Term

This MOU sets forth the terms of agreement reached between the County of Riverside (hereinafter referred to as County) and the RCDDAA as the Exclusive Employee Organization for purposes of collective bargaining for employees in those representation units described under Article 2, Recognition. This MOU is in effect from July 1, 2015 through June 30, 2017.

Section 2. Successor Agreement

The parties shall commence negotiations to secure a successor MOU on April 1, 2017, unless another date is mutually agreed upon.

ARTICLE II  
RECOGNITION

This MOU shall apply only to persons employed as Regular full-time or Regular part-time employees in the Prosecution Unit and the Deputy Public Defender Unit.

RCDDAA, as specified in Article I, Section 1, is the Exclusive Employee Organization for the purposes of collective bargaining. The Riverside County Attorneys' Association (RCAA) is the Exclusive Employee Organization of employees in the Deputy Public Defender Unit (DPDU) for all other purposes.

ARTICLE III  
FULL UNDERSTANDING, MODIFICATION, WAIVER, AND MANAGEMENT RIGHTS

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

Except as modified herein or as otherwise required by law, existing wages, hours and other terms and conditions of employment set forth in this MOU, the County Salary Ordinance No 440 and related resolutions and regulations shall continue in effect. The terms used herein shall have the same meaning as like terms used in the County Salary Ordinance No 440 and related resolutions and regulations.

- B. This MOU will be administered in its entirety in good faith during the full term. Except as otherwise provided in this MOU, all existing wages, hours and other terms and conditions of employment of employees represented by RCDDAA and/or RCAA that are within its lawful scope of representation shall remain in full force and effect throughout the entire term of this MOU.

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

- C. The County and Employee Rights provisions contained in sections 5 and 6 of the Employee Relations Resolution are incorporated herein by reference.

## ARTICLE IV WORKWEEK AND PREMIUM PAY

### Section 1. Workweek

Pay Period. The pay period shall be fourteen (14) calendar days which shall include two (2) FLSA workweeks.

Work Schedule. The normal work schedule is a 5/40 (five (5) days a week, eight (8) hours per day). The County Counsel has approved an option for employees in the County Counsel's office to work an alternative work schedule. Effective July 1, 2016, the County Counsel shall have discretion as to whether an employee in the County Counsel's office may no longer be able to maintain an alternative work schedule. If the County Counsel exercises that discretion to have an employee go back to the 5/40 work schedule, the employee will be provided with thirty (30) days advanced notice.

A Department Head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different bi-weekly work schedule after giving a one (1) pay period written notice to RCDDAA or RCAA.

Attorneys are considered exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). If an attorney is absent for one or more full days, it is expected that the employee report the leave bank to be deducted for the absence. However, employees are expected to work a minimum of forty (40) hours per week. There is no requirement to report deductions of leave banks for partial days of work. Employees will only have to submit changes to leave banks if they are reporting full day absences, partial day protected leave absences, or claiming mileage reimbursement.

### Section 2. Records

Department Record. Each Department Head shall keep complete and detailed records as to the attendance and pay status of each employee. Exempt attorneys (except those working under a grant) will not be required to report regular work days. Their time will default to eighty (80) hours unless there is a deduction from a leave bank for a full day absence, or partial day protected leave absences, or the employee needs to report mileage reimbursement. For such employees, the daily record in a paid status shall be kept on a negative basis, that is, with no entry except for annual leave, compensatory time off,

vacation, holiday, sick leave, leave of absence, and like items (e.g. jury duty, bereavement, etc.).

- A. Declared Disaster. In the event and during the period of an officially declared disaster affecting any portion of the County of Riverside, and notwithstanding any other provision contained herein, the following provisions shall apply:
1. Any Department Head, in order to perform the work of his/her department or a civil defense function, may employ emergency employees.
  2. For the same purpose, any Department Head may employ on a paid overtime basis his/her current employees at hourly rates equivalent to their current compensation basis.
  3. Any employee who reports to his/her regular or a designated place of employment or to a civil defense assignment shall be deemed to be employed in his/her usual position in a regular paid status. Any employee who without adequate reason for absence under the terms contained herein 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 Appendix I of County Salary Ordinance No. 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 constitute such, at the time it authorized the payment thereof.

### Section 3. Premium Pay

- A. Standby Professional Call Duty. Whenever authorized by the Board of Supervisors by Resolution, and when placed by the Department Head specifically on standby or professional call duty, an employee otherwise off duty shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. Notwithstanding any other provision of this MOU, Deputy District Attorneys required to be on standby status between the hours of 5:00 p.m. Friday to 8:00 a.m. Monday shall be compensated for such service by an additional payment equal to one (1) hour straight time pay for each eight (8) hours of standby service. Said compensation shall be in addition to said employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

A Deputy District Attorney shall be entitled to pay if the employee is called back to work beyond the regular work period when the employee is in a stand-by or professional call duty status. When an employee has been called out, he/she shall receive pay for all time in connection with that call out at the employee's regular rate

of pay. This call out pay shall be in addition to the standby pay entitled pursuant to the previous paragraph.

B. Pay out of Compensatory Time Off. Persons employed in the classes shown on Appendix I in Ordinance No. 440 shall, upon separation be paid for such accumulated compensatory time off which has not been taken as compensatory time off, not to exceed one hundred twenty (120) hours.

C. Bilingual Pay.

Scope.

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

Eligibility Factors.

Eligibility Factors require use of a second language at least five 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: \$40 per pay period (\$0.50 per hour)

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

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

Testing Administration.

Oral and written examinations will be administered as follows:

Level 1: Basic oral/reading test

Level 2: Written  
Level 3: Complex Level Written

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

Plan Implementation.

The Bilingual Pay Program will be administered by Human Resources.

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

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

Payment of bilingual pay will be pro-rated based on the hours actually worked.

- D. Extended Leave Program. The intent of this program is to provide Deputy District Attorneys with an opportunity to take extended leaves for educational, recreational, or other appropriate purposes.

Any Deputy District Attorney, after completion of four years of service with the Office of District Attorney of the County of Riverside shall be permitted, during the Deputy's fifth year in a paid status, to take forty consecutive working days off (320 hours) provided the Deputy has accrued sufficient leave time. Such time off will be taken at a time or times agreeable with the Department Head.

Every third year in a paid status thereafter, any Deputy District Attorney shall be permitted to take thirty (30) consecutive working days (240 hours) provided the Deputy has accrued sufficient leave time. Such time off will be taken at a time or times agreeable with the Department Head.

- E. Special Assignment of Attorneys. The incumbent of a Deputy Child Support Attorney IV position, or a Deputy Public Defender IV position, or a Deputy County Counsel IV position who has demonstrated exceptional performance of the most difficult and responsible legal work assignments and who is assigned supervisory responsibilities over a unit within the division may be compensated at a rate which is two (2) steps higher than that specified for such a position. Such additional compensation 1) shall be at the discretion of the Department Head, 2) shall not be deemed a promotion.

- F. Bar Dues. Each employee shall be reimbursed the actual cost annually for California State Bar dues. In addition, each employee in the Prosecution Unit shall be reimbursed up to \$150.00 per year for California District Attorney Association dues, each employee in the Deputy Public Defender Unit shall continue to be reimbursed annually for the California Public Defenders Association ("CPDA") dues and each attorney in the County Counsel's Office shall continue to have his/her Riverside County Bar Association dues paid by the County. In the event an employee leaves County service before the end of the calendar year, the County shall have the right to deduct from said employee's final pay warrant 1/12th of the amount contributed towards said employee's bar dues for each full month remaining in the calendar year following conclusion of said employee's service.

ARTICLE V  
PAY PRACTICES

Section 1. Step Advance

- A. The compensation of every person employed in a regular position on a step basis shall be considered for increase upon their anniversary date, except as herein otherwise provided.
- B. For employees appointed prior to September 3, 1992, to classifications in the Prosecution Unit and/or Deputy Public Defender 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 salary grade 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 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 one (1) year in a paid status and subsequent anniversary dates shall occur at like intervals.

- C. Employees appointed on or after September 3, 1992, to the classifications in the Prosecution Unit and/or Deputy Public Defender 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 one (1) year in a paid status in the position.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of six (6) months in a paid status in the position.

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

The second anniversary date shall be the first day of the pay period following the completion of an additional one (1) year in a paid status and subsequent anniversary dates shall occur at like intervals.

- D. The provisions of this section shall be subject to other specific provisions of County Salary Ordinance No. 440 concerning change of anniversary dates.
- E. Prior to the anniversary date the Department Head, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form whether or not the Department Head allows the increase. If the increase is disallowed, the form shall contain the signature of the employee acknowledging notice of the disallowance and the reasons therefor. During the term of this Agreement only, the District Attorney may only disallow a step increase if the employee has received on his or her most recent performance evaluation an overall rating of "one" on a scale of one to five. An overall rating of "two" on a scale of one to five shall not serve as a basis for disallowing a step increase during the term of this MOU. 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, the Department Head shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the Department Head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given unless there is an affirmative decision of the Department Head to deny the increase.
- F. With the same procedures as in the foregoing Subdivision (E), on the first day of the pay period following the completion of one (1) year in a paid status the salary of a seasonal employee may be increased. On the first day of the pay period following the completion of an additional one (1) year in a paid status their 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.
- G. Every anniversary salary increase shall be to the rate of the second next higher step, unless there is only one remaining step in the applicable salary grade.

## Section 2. New Employees

Except as otherwise provided by this MOU, a new employee shall be appointed at the first step of the salary grade. The Department Head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any step within the salary grade if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such step higher than the first step of the salary grade, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the step so authorized to the same or one of said higher steps, fixing the minimum initial salary on such advanced step.

## Section 3. Re-employment

- A. Upon recommendation of the employing Department Head and approval of the Human Resources Director a former regular employee may be re-employed in the same class of position which they previously occupied, at the same step of the salary grade as the step applicable at the time of his/her termination, provided he/she was terminated in good standing.
- B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act, but in other respects shall be in accordance with this MOU.
- C. Whenever a former regular employee is or has been re-employed within twelve months after his/her termination he/she may, on recommendation of the employing Department Head and with the approval of the Human Resources Director and the County Executive Officer be allowed accrued sick leave, not exceeding the amount thereof which he/she lost at the time of his/her termination (50% of which will be converted to annual leave pursuant to Article VII, Section 1(O) – provided the employee's accrued sick leave was not converted prior to separation), and his/her anniversary date for step advance may be expressly fixed, subject to other provisions contained herein relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of his/her 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 re-employment for up to 120 working days or 960 hours in any calendar year, without loss of benefits, as specified in Section 21224 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, or more than that paid other employees performing comparable duties.

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

#### Section 4. Promotion

On promotion, the salary shall be at a rate on the new salary grade which is 2 steps higher, or immediately greater than 2 steps higher, than that paid on the salary grade for the former position where the new salary grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. The anniversary date shall be determined in accordance with this Article.

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

#### Section 7. Reclassification

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

The salary of an incumbent of a position reclassified to a class on a higher salary grade shall be at the rate which is 2 steps higher, or immediately greater than 2 steps higher, than that paid on the salary grade of the former position, where the

new salary grade is able to accommodate the increase. The anniversary date shall be determined in accordance with Section 1C of this Article.

- B. The salary of an incumbent of a position reclassified to a class on a lower salary grade shall not change unless such salary would exceed the maximum of the new salary grade, in which event it shall be reduced to the maximum. The anniversary date shall not change.
- C. 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 his/her regular position, and his/her salary and anniversary date shall be re-determined as if the temporary promotion had not occurred. Any step increases which would have been due in their regular position shall be allowed.

#### Section 9. Difficult to Recruit

There shall be up to an additional four (4) steps (approximately 11%) which shall be reserved for those specific classifications in a specific Department designated by the Human Resources Director, subject to approval by the County Executive Officer, as "difficult to recruit." Further, different locations or regions may qualify for difficult to recruit designation or for different levels (*i.e.* percentages) of compensation under a difficult to recruit designation. In addition, the County agrees to make every effort to give first consideration to existing employees who have indicated an interest in a specific position and/or location designated as difficult to recruit.

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

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

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

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

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications in the specific classification in the specific Department no longer exist, he shall advise the County Executive Officer of his findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such specific classification(s). At that time, the salary for any employee compensated at a rate above that to which he or she would otherwise have been entitled shall be frozen and shall not be increased until the regular salary for the specific classification exceeds the rate established pursuant to the provisions described above.

ARTICLE VI  
GENERAL PERSONNEL PROVISIONS

Section 1. Probation

- A. Initial Probationary Status. Each regular and seasonal employee shall be in an initial probationary status from the effective date of 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 is not entitled to the review procedure provided for in Article XI of this MOU.

- B. Length of Initial Probation. The length of the initial probationary period is eighteen (18) months; except for employees in the District Attorney's Office hired or re-hired on or after the date of Board approval of this MOU (*i.e.*, March 1, 2016) whose initial probationary period is twenty four (24) months.

- C. Extension of Initial Probation. The initial probationary period of an employee may be extended by the employing Department Head with the approval of the Human Resources Director. Extensions of an initial probationary period are discouraged and must be approved by the Human Resources Director or his designee in writing at least two (2) weeks 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 employee must be notified in writing of the extension at least two (2) weeks before the end of the existing initial probationary period.

The initial probationary period may be extended in three (3) month increments up to 2 times. For example, an eighteen (18) month probationary period may be extended once to twenty-one (21) months or twice to two (2) years. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class into which the employee 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, demotes, or transfers to another class, will serve the entire initial probationary period for the new classification. There will be no credit given for probationary time worked in the former classification.

- E. Probation of Permanent employees following change in class or lateral transfer. Except as provided below in subsection F, during the first six (6) months of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the Department 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, standby, on-call or military leave of absence.

- F. Probation of employees in the classifications of Deputy District Attorney IV-S and IV-T. The probationary period for an employee in the classification of Deputy District Attorney IV-S shall be two years of continuous service without interruption in the classification.

The probationary period for an employee in the classification of Deputy District Attorney IV-T shall be one year of continuous service without interruption in the classification plus a case completion requirement of one death penalty case and six murder cases. This section shall apply only to employees who are a Deputy District Attorney IV-S or IV-T at the time of the ratification or after ratification of the MOU by all parties. Experience from any prosecutorial office can satisfy the Deputy District Attorney IV-T case completion requirement so it is not required that the Deputy District Attorney IV-T complete one death penalty case and six murder cases in Riverside County only.

If two or more defendants in a death penalty case or a murder case are tried with separate juries, a completed case shall be determined as one case for each of the juries for the purpose of the case completion criteria. For example, if there are two juries in one case then that case will be counted as the completion of two cases. A completed death penalty case shall also be counted as a completed murder case. For example, a prosecutor would satisfy the criteria if he/she had completed two death penalty cases and four murder cases because a death penalty case also serves as a the completion of a murder case.

A completed case is defined for the purposes of this MOU as a case where the jury has begun deliberations in the guilt phase of the case regardless of whether the jury is later able to reach a verdict. A death penalty case is defined for the purposes of this MOU as a murder case in which death has been sought as a punishment.

If a Deputy District Attorney IV-T completes one year of continuous service without interruption in the classification but does not complete the case completion requirement, the employee's probationary period will end upon completion of the case completion requirement. If a Deputy District Attorney IV-T is demoted before completion of the probationary requirements of the classification, the employee shall be returned to his/her previous held classification of Deputy District Attorney IV-S without a further probationary period if he/she has two years of combined continuous service without interruption in the positions of Deputy District Attorney IV-S and Deputy District Attorney IV-T.

- G. 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 Department Head or employee be within the chain of command or span of control (*i.e.*, over or initiate or participate in decisions) specifically pertaining to another County employee who is related within the first degree of consanguinity whether by blood or marriage or any familial relationship that management determines may lead to conflict. Familial relationships shall include, but not limited to, 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, grandparent, registered domestic partner and the equivalent relations to such registered domestic partner.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to position(s) which the employee is eligible (if qualified) and selected to fill. The promotion, transfer or voluntary demotion must be accomplished by the employee within six (6) months. Otherwise the County shall involuntarily transfer or move to separate the employee from County employment.

## Section 2. Retirement

The County contracts with the Public Employees' Retirement System for the provision of retirement benefits for the members of this Unit.

### A. Retirement Formula:

Unit members hired on or before August 23, 2012, are covered by the 3% @ 60 formula provided for by the Public Employees' Retirement Law at Government Code section 21354.3. This benefit includes the one year final compensation measurement period selected by the member, as set forth in California Government Code Section 20042.

Unit members hired after August 23, 2012, who do not meet the definition of "new members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA), are covered by the 2% @ 60 formula provided for by the Public Employees' Retirement Law at Government Code section 21353. This formula applies to any member hired between August 23, 2012 and December 31, 2012 as well as any member hired after January 1, 2013 who is a lateral hire from another PERS agency, public agency with reciprocity or a member who has had less than a six month break in service from his/her previous public agency employment. This benefit includes the final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other 36 consecutive month period designated by the retiring employee as set forth in Code Section 20037.

Unit members hired on or after January 1, 2013 who are defined as "new members" under the PEPRA, are covered by the 2% @ 62 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a). This benefit

includes the final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other 36 month consecutive period designated by the retiring employee as set forth in Code Section 7522.32(a).

B. Employee Contributions to the Retirement System

1. Classic Member Employees (as defined by the PEPR) subject to the 3%@60 Formula: Per Government Code Sec. 20692 the County has elected to pay the entire required member contribution (currently 8% of compensation earnable of pensionable income) as Employer Paid Member Contributions ("EPMC"). Pursuant to Government Code Section 20636(c)(4) the County has agreed to report the value of the EPMC to PERS as compensation earnable.

The County shall have the option during the term of this Agreement to discontinue the EPMC (and reporting its value to PERS as pensionable income). In the event the County exercises that option, the base salaries of all represented employees shall be increased by eight percent (8%) as of the date the option is exercised. Two (2) weeks advance notice of the exercise of that option shall be provided to RCDDAA and RCAA.

2. Classic Member employees subject to the 2%@60 Formula pay seven percent (7%) of compensation earnable as the CalPERS member contribution.
3. New Member Employees subject to the 2%@62 Formula pay the statutorily mandated employee contribution rate of one half of the total normal cost.

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 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.

Cost-Sharing. In accordance with California Government Code Section 20516(f), employees shall contribute to CalPERS to fund a portion of the cost of the 3%@60 retirement formula an amount equal to eight percent (8%) of compensation earnable on a pre-tax basis. This provision is only applicable to those employees subject to the 3%@60 formula.

Maximum Retirement Benefit. In the event the Public Employees Retirement Law is amended to allow such action, the County may elect to amend its contract with PERS to provide a maximum benefit of ninety percent (90%) of final compensation for employees hired on or after the effective date of the amendment.

### Section 3. Non-Smoking Policy

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

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

The County may designate its unassigned vehicle fleet as no smoking areas.

Each department must have a written smoking policy. 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 4. Mileage Reimbursement

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

### Section 5. Electronic Deposit of Payroll Funds

Employees shall be required to receive payroll funds by electronic deposit. It shall be the responsibility of the employee to update his/her address of record with the Human Resources Department as required.

Electronic Pay Advice. The County has transitioned to an electronic pay advice system. The County no longer mails pay advices. The electronic pay advice system permits employees to view/print current and previous bi-weekly pay advice/stubs.

### Section 6. Promotion to Deputy District Attorney II and Deputy District Attorney III

- A. Promotion of Employees to the Classification of Deputy District Attorney II.  
An employee who has completed one year of experience as a Deputy District Attorney I with the Riverside County District Attorney's Office will be eligible for promotion to the classification of Deputy District Attorney II. The employee with one year experience as a Deputy District Attorney I shall be promoted to the classification of Deputy District Attorney II on his or her one year anniversary date in the Office as determined in accordance with Article V unless the employee has



received an overall substandard performance evaluation in writing at least thirty (30) days before the end of the year served as a Deputy District Attorney I.

An "overall substandard performance evaluation" within the meaning of this Section 6 is defined as a rating of "one" or "two" on a scale of one through five.

Any decision to deny a promotion to the classification of Deputy District Attorney II will be reviewed within three (3) months after the denial. At that time, the employee shall be promoted to the classification of Deputy District Attorney III unless the employee has a received an overall substandard performance evaluation in writing during the three month period. This process will continue until such time as the employee does not receive an overall substandard performance evaluation in writing, at which time the employee shall be promoted to the classification of Deputy District Attorney II.

**B. Promotion of Employees to the Classification of Deputy District Attorney III.**

An employee who has completed one year of experience as a Deputy District Attorney II with the Riverside County District Attorney's Office will be eligible for promotion to the classification of Deputy District Attorney III. The employee with one year experience as a Deputy District Attorney II shall be promoted to the classification of Deputy District Attorney III on his or her one year anniversary date as a Deputy District Attorney II as determined in accordance with Article V unless the employee has received an overall substandard performance evaluation in writing at least thirty (30) days before the end of the year served as a Deputy District Attorney II.

Any decision to deny a promotion to the classification of Deputy District Attorney III will be reviewed within three (3) months after the denial. At that time, the employee shall be promoted to the classification of Deputy District Attorney III unless the employee has a received an overall substandard performance evaluation in writing during the three month period. This process will continue until such time as the employee does not receive an overall substandard performance evaluation in writing, at which time the employee shall be promoted to the classification of Deputy District Attorney III.

**Section 7. Promotion to Deputy Public Defender II and Deputy Public Defender III**

**A. Promotion of Employees to the Classification of Deputy Public Defender II.**

An employee who has completed eighteen (18) months of experience as a Deputy Public Defender I with the Riverside County Public Defender's Office will be eligible for promotion to the classification of Deputy Public Defender II. The employee with eighteen (18) months experience as a Deputy Public Defender I shall be promoted to the classification of Deputy Public Defender II on his or her eighteen (18) month anniversary date in the Office as determined in accordance with Article V unless the employee has received an overall substandard performance evaluation in writing at least thirty (30) days before the end of the eighteen (18) month period served as a Deputy Public Defender I. An "overall substandard performance evaluation" within

the meaning of this Section 7 is defined as "does not meet expectations."

Any decision to deny a promotion to the classification of Deputy Public Defender II will be reviewed within three (3) months after the denial. At that time, the employee shall be promoted to the classification of Deputy Public Defender II unless the employee has a received an overall substandard performance evaluation in writing during the three month period. This process will continue until such time as the employee does not receive an overall substandard performance evaluation in writing, at which time the employee shall be promoted to the classification of Deputy Public Defender II.

- B. Promotion of Employees to the Classification of Deputy Public Defender III. All employees who occupy the classification of Deputy Public Defender II shall be promoted to the classification of Deputy Public Defender III after the completion of thirty-six (36) months of service in that classification unless they have received an overall substandard performance evaluation in writing at least thirty (30) days before the end of that thirty-six (36) month period.

A decision to deny any such promotion shall be reviewed within three (3) months after the denial. At that time, the employee shall be promoted to the classification of Deputy Public Defender III unless the employee has received an overall substandard performance evaluation in writing during the three (3) month period. This process will continue until such time as the employee does not receive an overall substandard performance evaluation in writing, at which time the employee shall be promoted to the classification of Deputy Public Defender III.

## ARTICLE VII LEAVE PROVISIONS

### Section 1. Annual Leave

- A. Regular full-time and regular part-time employees, covered under the provisions of this MOU shall not accrue vacation or sick leave. They shall, instead, earn Annual Leave according to each biweekly pay period of service commencing with the employee's initial anniversary date assigned to an employee during his/her latest period of County employment according to the following schedule. Absence without pay or time not worked or for payments received from outside the County's payroll system (e.g., disability or Workers' Compensation), and part-time employment shall cause said pay period's accrual of Annual Leave credits to be reduced on a pro-rata basis.
- B. Accrual Rates.

<u>MONTHS OF SERVICE</u>	<u>BI-WEEKLY ACCRUAL</u>
(0 to < 36 months)	8.92 hours
(36 to < 108 months)	10.46 hours
(108 or more months)	12.00 hours

C. Annual Usage. During the first twenty-six (26) pay periods of employment, employees shall be encouraged to use no less than forty (40) hours of Annual Leave and, thereafter, employees shall be encouraged to use no less than eighty (80) hours of Annual Leave in each succeeding twenty-six (26) pay periods of employment. While on Annual Leave, sick leave, vacation, holiday leave, or compensatory time off (if previously accrued), an employee shall be in a paid status for purposes of leave accrual and receipt of benefits. .

D. Maximum Accrual. All employees may accumulate annual leave to a maximum of 2,080 hours.

A regular employee who has been employed in a position, other than a position with the County of Riverside, which has prepared him/her for an assignment to a position in the Prosecution Unit or Deputy Public Defender Unit may, with prior approval of the Chief Executive Officer and the Human Resources Director at time of hire, receive credit for such previous experience in determining his or her Annual Leave accrual rate (and corresponding maximum accrual), including an immediate credit of Annual Leave time, and/or the period of time before Annual Leave may be taken.

E. Pay in Lieu of Annual Leave. An employee who accrues Annual Leave pursuant to the provisions of this MOU may request to receive pay in lieu of up to eighty (80) hours of Annual Leave per calendar year. Upon approval of his/her Department Head, such employee may receive pay in lieu of an additional eighty (80) hours of Annual Leave during the same calendar year provided, however, that no employee shall receive pay in lieu of more than 160 hours of Annual Leave in any calendar year.

F. Annual Leave Usage. Annual Leave may be used for personal reasons with the approval of the department head or designee or for illness or injury.

G. Each agency/department head shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the agency/department and of the County service. The appointing authority shall determine when Annual Leave will be taken.

H. In addition, when unscheduled usage of Annual Leave occurs, verification of the reason(s) for absence may be required from the employee. Any person absent from work shall notify his/her agency/department head on the first (1st) day of such leave and as often thereafter as directed by his/her agency/department head.

I. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of his appointing authority or the Human Resources Director, be required to have a physical examination by a County approved physician before returning to active duty. Such physical examination shall be performed by a physician designated by the Human Resources Director and shall be at County expense.

J. Sections H and I above shall also apply to the use of existing sick leave accruals.

K. Annual 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 agency/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 agency/department head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

L. Medical Certification Program.

1. When in the judgment of the department head good reason exists for believing an employee may be abusing Annual Leave, the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid Annual Leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the department head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.

(a) Employees on a medical certification program shall have their annual leave usage reviewed at least annually. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence.

M. Proof of Illness. An employee off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements.

N. Payoff Upon Retirement or Termination. Any regular employee who separates from County employment shall be credited with all accrued Annual Leave at the same rate as that received on the last day worked or last day of approved leave with pay.

O. Prior Sick Leave Accruals.

1. Effective October 27, 2005, current sick leave balances were frozen provided, however, that fifty percent (50% or (1/2)) of the sick leave balances for employees covered under the terms and conditions of this MOU were converted to Annual Leave, up to the maximum accrual permitted by this MOU. The remaining sick leave hours may be used until the sick leave is exhausted or, upon retirement, disability retirement, or death of the employee, it may be credited to the employee as provided under the provisions of subsection P below.
  2. Any regular employee who transfers or promotes into a classification covered under the provisions of this MOU shall, at the time of such transfer/promotion, have his/her sick leave balance converted and/or frozen in the manner described above.
- P. Payout for Unused Sick Leave. Upon service retirement, disability retirement or death of an employee, and subject to the provisions of the agreement between the County and the Public Employees Retirement System, unused accumulated sick leave shall be credited at the rate of fifty (50) percent of the current salary value thereof for each such person who has had five full years of service in a paid status provided, however, that the total credit shall not exceed a sum equal to 960 hours of full pay. Sick leave compensation resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code. Eligibility for a credit under this section is made at the time of separation from County employment and not at a later date.
- Q. Prohibition Against Employment While on Annual Leave. No person shall be permitted to work for compensation for the County while on Annual Leave without prior approval of the Executive Office and his/her agency/department head.
- R. Exception to Continuous Service. 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 Article 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.
- S. Retention of Excess Accruals.
1. Employees covered under the provisions of this MOU who, as the result of administrative error, have incorrect Annual Leave accrual rates which are subsequently adjusted and whose maximum accrued hours are then in excess of those provided under this MOU, shall be entitled to maintain such maximum accruals for a period of five (5) years during which time they must reduce their maximum balance to that provided under Article VII, Section IE, or forfeit the excess accrued hours.

2. Employees covered under the provisions of this MOU who, as the result of a change in classification, are assigned to a bargaining unit represented by a recognized employee organization pursuant to the applicable Employee Relations Resolution and who have accrued Annual Leave hours, shall be permitted to maintain those accrued hours as Annual Leave. Such hours may continue to be used for vacation, sick leave or other approved leave in accordance with the provisions of this Article.

An employee who is no longer eligible to accrue Annual Leave, as the result of a change in classification to a class represented by a recognized employee organization, may continue to redeem any Annual Leave balance pursuant to subsection F of this section. If the employee's new classification is entitled to accrue vacation, he/she shall accrue hours at the rate specified under the applicable collective bargaining agreement. The employee shall be permitted to retain any previously accrued and unused sick leave in his/her sick leave bank. The accrual and use of any sick leave accrued subsequent to the change in the employee's classification shall be subject to the provisions of the collective bargaining agreement applicable to the employee's new classification.

#### Section 2. Post-Employment Program

For each regular employee covered under this MOU who has five years of regular County service, and who is separating from County employment, the County shall provide post-employment accounts wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit. Qualifying leave balances include annual leave, vacation, extra vacation, holiday balance, and the amount of sick leave payable pursuant to Article VII, Section 1P. This does not include compensatory time off for overtime. Special Pay Accounts are tax-deferred investment funds. The employee may also elect a Health Savings Account, designed to be free of taxes, and which may be used for future health care costs. A participant fee is charged for health savings accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account, subject to the maximum limits established by the IRS.

#### Section 3. Bereavement Leave

The County agrees to allow up to five days of leave, three of which will be paid and the additional two days to be deducted from the employees' accrued annual leave or sick leave. Eligible employees must be in an active paid status and be compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparent, grandchild, or step-relationships of the same categories. Registered domestic partners and children of registered domestic partners are also included. The County has the right to require proper documentation in support of the requested leave.

#### Section 4. Fitness for Duty

A Department Head, or designee, may when in his/her judgment good cause exists, order an employee off work until such time as the employee is able to present the Department Head, or designee, a physician's 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.

When the Department Head orders an employee off work, the County shall designate, within five business days, a physician from the Southern California area who is a Board-certified specialist in the area of medicine to which the suspected malady pertains. If there is no Board-certified specialist in the Southern California area, the County must expand the geographic area to include at least two Board-certified specialists. The designated physician may not be a Regular employee of the County of Riverside. If the employee is uncomfortable with the selected physician the County will provide an alternative physician.

Once the County designates a physician, the employee shall be examined by that physician at County expense. In the event the physician is outside the Southern California area, the County shall pay the employee's reasonable transportation, lodging, and per diem meal costs. The Southern California area shall consist of the Counties of San Diego, Orange, Riverside, San Bernardino and Los Angeles.

When the Department Head orders an employee off work, the employee shall continue to earn full salary and all benefits, as though the employee were attending work as normally scheduled, while awaiting the County's list and while awaiting the physician's examination and report concerning fitness for duty.

#### Section 5. Agency/Department Leave of Absence/Official Leave of Absence

An Agency/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) For personal reasons acceptable to the authority whose approval is required.

- A. Agency/Department Leave. Agency/Department leave without pay up to 480 hours in any calendar year period may be granted to any employee by the Agency/Department head. Such leave shall be reported as Leave Without Pay via the Agency/Department's payroll. The Agency/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 (where no medical diagnosis or specific medical information is required) or other evidence substantiating the leave as required by the Agency/Department Head.

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

Americans with Disabilities Act, the Fair Employment and Housing Act, or through the County's return to work program.

- B. Official leave of absence. A regular employee may request an Official leave of absence exceeding 480 hours, but not exceeding one year, (2080 hours). Official leaves of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the Department Head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the Agency/Department Head, who may then 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 designee. Such leave may be extended upon further written request containing justification therefore, such request for extension is to be processed in the same manner as the original request. In the case of a request for an extension due to illness or disability, updated information of the same kind submitted for the original request will be required.

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

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

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 6. Military Leave

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

#### Section 7. 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 his/her jury fees, since he/she 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 his County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him/her shall be paid into the County Treasury, together with any mileage allowed if he/she shall use County transportation. Any employee designated non-exempt from the Fair Labor Standards Act absent as a witness in a private matter shall not be entitled to be paid during such absence.

#### Section 8. 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 annual leave, sick leave credit, vacation credit or holiday leave credit for the period of time they were off work due to the emergency.

### ARTICLE VIII HOLIDAYS

#### Section 1. Paid Holidays

- A. Only regular and probationary employees 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 Day
  - December 25, Christmas Day

#### Alternate Holidays.

- Friday preceding January 1, February 12, July 4, November 11 or December 25, in lieu of such dates, when such dates fall on Saturday;
- Monday following January 1, February 12, July 4, November 11 or December 25, in lieu of such dates, when such dates fall on a Sunday.

### Additional Holidays.

- December 24 and 31 when they fall on Monday
  - December 26 and January 2, when they fall on a Friday
- 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. Any regular or seasonal employee who is a member of the Prosecution Unit or the Deputy Public Defender Unit who is regularly scheduled to work on a paid holiday shall be paid at his regular rate for the time actually worked, and shall be entitled to equal time off in place of the holiday time worked. An employee with accumulated holiday credit may, and if requested by the Department Head shall, within seven (7) days, specify the dates of at least three (3) working days during the next two (2) succeeding pay periods that the employee desires to take as holiday compensatory time off. The Department Head may authorize compensatory holiday time off for all or any portion of the dates specified, but shall authorize at least one (1) of the three (3); provided however, that if in the Department Head's judgment, such day or days will create a demonstrable hardship to the department; in that event, the employee, within seven (7) days after notification by the Department Head, shall specify three (3) other working days, at least one (1) of which shall be granted. Unless otherwise agreed to by the employee, the Department Head shall not authorize time off less than eight (8) hours. If an employee, after being requested by the Department Head, refuses or neglects to specify the time they desire to take as compensatory holiday time off, as herein provided, the Department Head may schedule compensatory holiday time off for the employee.
- G. A regular part time employee shall only receive holiday pay for the holiday or portion thereof which coincides with their regularly scheduled working hours.

## ARTICLE IX 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 Department Head 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. No person shall receive maintenance at any institution unless on duty at such institution.

Section 3. General Provisions

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

Section 4. Moving Expenses-Current Employees

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

Section 5. Tuition Reimbursement-Deputy Public Defenders

The existing tuition reimbursement program available for employees in the Deputy Public Defender Unit shall remain in full force and effect.

ARTICLE X  
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has completed his/her initial probationary period, and any extension, has permanent status.

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

- a. Dishonesty;
- b. Incompetence;
- c. Inefficiency or negligence in performance of duties;
- d. Neglect of duty;
- e. Insubordination;
- f. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
- g. Absence without leave;
- h. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- i. Discourteous treatment of the public or other employees;
- j. Political activity in violation of federal or state law;
- k. Physical or mental unfitness to perform assigned duties;
- l. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- m. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which he/she is 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 his or her 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 Board of Supervisors' Alcohol and Drug Abuse Policy C-10.
- p. Violation of the Board of Supervisors' Workplace Violence, Threats and Securities Policy C-27.
- q. Violation of the Board of Supervisors' Non-Discrimination and Anti-Harassment Policy C-25.

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 grade 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.

ARTICLE XI  
DISCIPLINARY APPEAL PROCEDURE

Section 1. General

Any notice required to be given by this procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid and addressed to the designated recipient at the last known address.

Employees shall have the right to have a RCDDAA representative, including outside counsel, present to provide advice and counsel at any meeting for which they are summoned in connection with allegations of misconduct or in the event actual discipline is being imposed. All references in this Article to RCDDAA will apply to RCAA with respect to employees in the Deputy Public Defender Unit.

- A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension or written reprimand in lieu of suspension (which shall for all purposes have the effect of the equivalent suspension) imposed for disciplinary reasons, which 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 Human Resources Director, or designee, may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director, or designee, may be exercised by a designated subordinate.
- D. An employee who has been notified that he/she is the subject of an investigation or who has been placed on administrative leave may be ordered to refrain from discussing the subject of the investigation with any individual other than his/her association representative, legal counsel or an authorized investigator in order to preserve the confidentiality of the investigation, provided, however, that the employee shall not be precluded from discussing with coworkers and other individuals matters that are unrelated to the subject of the investigation.

Section 2. Administrative Leave of Absence

Pending investigation by the department head of an accusation or accusations against an employee alleging employee misconduct, the department head, with approval by the Human Resources Director, may place the employee on a paid administrative leave of absence. Except for investigations of issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

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

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

### Section 3. Notice of Disciplinary Action

- A. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as previously provided, at least seven (7) working days prior to the effective date of the action and shall include:
  - 1. A description of the action(s) to be taken and the expected effective date(s);
  - 2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
  - 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
  - 4. A statement informing the employee of the right to respond either verbally or in writing, to the department head prior to the effective date of the disciplinary action(s).
- B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on or before the effective date of the action and shall include:
- C. 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
- D. A statement informing the employee of the right to appeal within 10 working days of the date the letter is served on the employee.

### Section 4. Amended Notice of Disciplinary Action

- A. At any time before an employee's appeal is submitted to the neutral for decision, the department head may, with the consent of the Human Resources Director, or designee, serve on the employee and file with the Human Resources Director, or designee, an amended or supplemental notice of disciplinary action.

- B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto and shall be provided with all of the information and materials described above in Section 3 A that relate to those new causes or allegations. The proposed discipline shall not take effect until the employee has been afforded an opportunity to respond to those new causes or allegations in the manner set forth above in Section 3 B. The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

#### Section 5. Appeals

Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Human Resources Director, or designee, within ten (10) working days after the date of notification of action against which the appeal is made. An appeal shall:

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

#### Section 6. Waiver

If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived. Further, after an appeal is filed if the employee, or his/her representative, fails to take the next step to advance the appeal at any point in the process for thirty (30) days the appeal is deemed to be withdrawn and the right to review is waived.

### ARTICLE XII GRIEVANCE PROCEDURE

#### A. General Provisions.

##### Section 1. Discussion of Request or Complaint

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

##### Section 2. Grievance Definition

Except as outlined below, a "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by an employee or RCDDAA on behalf of a specifically named employee or group of employees arising out of a dispute by an employee or group of employees concerning the

application or interpretation of the specific terms and conditions set forth herein, Ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All references in this Article to RCDDAA will apply to RCAA with respect to employees in the Deputy Public Defender Unit. All other matters are excluded from the grievance procedure including, but not limited to:

- A. Matters reviewable under some other County administrative procedure.
- B. Requests or complaints, the resolution of which is beyond the delegated authority of the Human Resources Director and which by law requires legislative action (*i.e.*, approval) by the Board of Supervisors.
- C. Requests or complaints involving the termination of a probationary employee, or the termination, suspension, demotion or written reprimand in lieu of suspension of a regular employee reviewable pursuant to other provisions of contained herein or written warnings, *i.e.*, written reprimands; directive, corrective, and corrective counseling memoranda.
- D. Requests or complaints initiated by an employee involving change in departmental performance evaluations, if the evaluation rating overall is satisfactory or better.

### Section 3. Freedom From Reprisal

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

### Section 4. Employee Representation/Union Rights

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, provided that an employee may be represented only by RCDDAA or RCAA. Reasonable access to work areas by RCDDAA representatives shall be in accordance with Section 20 of the Employee Relations Resolution. The grievant and one representative are entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

### Section 5. Grievance Petition Form

All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) which have been allegedly violated.



## Section 6. Survivorship of Grievance

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

## Section 7. Consolidation

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

## Section 8. Resolution

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

## Section 9. Withdrawal

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

## Section 10. Time Limits

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

## Section 11. Resubmission

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

Should either party determine that it is necessary to amend its argument at Step 1 or Step 2 of the grievance procedure, the grievance petition shall be remanded back for consideration at the previous step of the procedure. In the event such action occurs, the timelines set forth under Sections 14 (B) and (C) shall apply.

## Section 12. Extension of Time

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

### Section 13. Grievance Resolution

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

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

### Section 14. Steps

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

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee shall, within ten working days from the date of the event leading to the grievance, discuss the matter with his/her immediate supervisor. The supervisor shall give a prompt response where it is possible to do so. The employee and the supervisor are each entitled to the presence of a silent observer to the employee-supervisor discussion. An observer who interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor.
- B. Step 1. The employee shall have fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance to submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's Department Head. Within fifteen (15) working days after submission of the petition, the Department Head, or a designee, shall meet with the grievant and the grievant's representative, if any. No later than fifteen (15) working days thereafter, the Department Head, or a designee, shall render a written decision.
- C. Step 2. Failing to resolve the grievance at Step 1, the grievant shall submit a written request for review within ten (10) working days following the date the department head, or a designee, renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) working days of the submission of the request for review. No later than ten (10) working days thereafter, the Human Resources Director, or a designee, shall render a written decision.
- D. Step 3. Failing to resolve the grievance at Step 2, the grievant shall submit a written request for arbitration to the Human Resources Director, or designee, within ten (10) working days following the date the Human Resources Director, or a designee, renders a decision.

- E. The grievance shall thereafter be subject to advisory arbitration in the manner prescribed in Article XIII and a decision by the Board of Supervisors. The Board of Supervisors shall either accept or reject the neutral's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the neutral's decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

ARTICLE XIII  
HEARING PROCEDURES

Section 1. Procedures Applicable to All Major Discipline and Step 3 Hearings

- A. Disciplinary appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary and Step 3 advisory arbitration cases shall be heard by a third party neutral ("neutral").
- B. The parties shall maintain a jointly negotiated list of no fewer than seven or more than eleven neutrals.
- C. Failing agreement of the parties, the neutral shall be selected by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the neutral chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the neutral.
- D. The expenses of the neutral shall be shared equally by the parties. The County shall bear the costs of the neutral in cases where the employee is self-represented.
- E. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other hearings need not be reported but either the employee, RCDDAA, or the department may, at their own expense, provide a reporter for the hearing. 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 of the transcript and the reporter will be shared equally. All references in this Article to RCDDAA may apply to RCAA with respect to employees in the Deputy Public Defender Unit.
- F. 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 hearing. The District Attorney's Office, the Public Defender's Office and the County Counsel's office may not preclude an employee who has been disciplined and is appealing that action from calling coworkers as character witnesses. Any retaliation against a RCDDAA represented employee who presents character witnesses or other witnesses in a judicial, quasi-judicial or administrative proceeding, or against

any such witness, is prohibited. Employees found to be retaliating against another employee may be subject to disciplinary action up to and including termination.

- G. Any hearing expense(s) incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- H. It shall be the duty of any County Department Head or employee to attend a hearing and testify upon the request of either the department or neutral, provided reasonable notice is given the department employing the Department Head or employee. If RCDDAA or the employee wishes to arrange the release of County employees such arrangements shall be made through the Human Resources Director, or designee, with the employee's department at least two (2) working days in advance of the hearing date.
- I. The Human Resources Director, or designee, shall arrange for the production of any relevant County record. The neutral is authorized to issue subpoenas.
- J. The hearing shall be set by the Human Resources Director, or designee, and employee representative, or employee, within a reasonable period based on the neutral's availability and other scheduling factors.
- K. The hearings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- L. 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.
- M. 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 unless it is the type of hearsay admissible over objection in a civil action.
- N. Irrelevant and unduly repetitious evidence shall be excluded.
- O. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration, and communications between the RCDDAA representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in the hearing.
- P. Oral evidence shall be taken only on oath or affirmation. Any written statements, declarations, or affidavits admitted as evidence shall be made or sworn under penalty of perjury.

- Q. Employees not testifying in their behalf may be called and examined as on cross-examination.
- R. The employee/RCDDAA and the department shall have these rights:
1. To call and examine witnesses;
  2. To introduce exhibits;
  3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
  4. To impeach any witness regardless of which party first called the witness to testify; and
  5. To rebut any derogatory evidence.
- S. The hearing shall be a private proceeding among the County, the employee and the employee organization except any proceedings before the Board of Supervisors.
- T. The employee and the department may be represented by counsel or other representative, provided, however, if the employee, unless represented by counsel, may be represented only by RCDDAA.
- U. The intention of the parties is that appeals or arbitration hearings be adjudicated as efficiently and economically as possible. Historically the parties have found that the use of outside legal counsel in the appeal/arbitration process can result in excessive delays, longer hearings, and increased costs. The parties to an appeal hearing or an arbitration hearing hereby commit to instructing their outside legal counsel to conform to the intention of this MOU and to take all necessary steps to expedite the appeal/arbitration hearing and minimize the cost of the hearing.

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

1. the simplification of the issues,
2. the possibility of obtaining admissions which might facilitate the hearing,
3. the quantum of damages, in the appropriate case,
4. any preliminary application by either party,
5. any other matters that may aid in the disposition of the action or the attainment of justice.

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

1. a party file and deliver, within a fixed time, to each other party as specified by the neutral, any relevant documents,
2. any preliminary applications be brought within a fixed time or by a specified date,
3. a statement of agreed facts be filed within a fixed time or by a specified date,

4. a party deliver a written summary of the proposed evidence of a witness within a fixed time or by a specified date,
5. experts who have been retained by the parties confer, on a without prejudice basis, to determine those matters on which they agree and to identify those matters on which they do not agree,
6. the hearing be adjourned,

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

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

- V. The neutral shall render findings sufficient to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to advise a reviewing court of the basis for the neutral's decision. If the neutral fails to do so either party may request in writing within thirty (30) days of the issuance of the decision that the neutral render such findings.

## Section 2. Procedures Applicable to Major Disciplinary Appeal Hearings Only

- A. Within 21 days following the submission of the disciplinary appeal, the neutral shall submit written findings of fact, conclusions of law, and the decision to the parties. The decision of the neutral 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.
- B. The neutral shall confine the decision to issues raised by the statement of charges and responses. The neutral shall act in judicial, not legislative manners. The neutral shall not amend, modify, nullify, ignore, add to or subtract from the provisions of this MOU but, rather, shall interpret and apply its terms.
- C. The neutral will not substitute his/her discretion and judgment for that of management for sustained charges unless the neutral finds that discrimination, unfairness, capriciousness, or arbitrary action by the County is proven.
- D. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the neutral's decision.

- E. In the case of discharges, if the neutral finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and receive pay and fringe benefits for all of the period of time between the discharge and reinstatement, subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the neutral.
- F. 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 or his/her representative's request for written briefs in the arbitration proceedings.
- G. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.

### Section 3. Procedures Applicable to Advisory Arbitration Hearings Only

- A. Prior to the arbitration hearing, the grievant and the Human Resources Director, or designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the neutral. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.
- B. The neutral shall not decide any issue not within the statement of the issues submitted by the parties. This includes issues which have not been raised and considered at an earlier step of the grievance procedure.
- C. If the neutral sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU.

### Section 4. Hearing Procedure - Minor Discipline

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, a pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand in lieu of suspension of eighty (80) working hours or less, the appeal shall be determined under the following provisions:
  - 1. Appeals shall be heard by a third party neutral (referred to as a "neutral") as agreed to by the parties. The neutral's decision may be verbal or in writing. The neutral's decision shall be binding on both parties, neither of which shall have the right of further appeal.
  - 2. Only the employee and one (1) non-attorney representative and the department head or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self-represented. Nothing herein shall

prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.

3. The appeal hearing and disposition of the appeal shall be informal, the object being to resolve the appeal promptly. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The neutral may consult with witnesses informally and otherwise investigate the controversy.
4. The neutral may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than a 40 working day suspension.
5. The judgment of the neutral shall be rendered within five (5) working days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
6. The neutral's authority shall be limited to deciding the issues submitted by the parties. The neutral shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any terms and conditions of employment.
7. All costs for the service of the neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and RCDDAA. The County shall bear the costs of the neutral in cases where the employee is self-represented.

#### ARTICLE XIV ON-THE-JOB INJURY OR ILLNESS

Section 1. An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which he/she actually receives or obtains medical treatment, shall be entitled to full compensation for the first 10 calendar days during which he/she is necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and his/her regular compensation, to the extent of the value of his/her accrued sick leave, including, for this purpose, the values of his/her accrued annual leave, and vacation credit. If the employee so elects his/her compensatory time off for overtime may also be used. During a period of temporary disability and in the proportion that the employee is paid for the difference between his/her temporary disability payments and his/her regular compensation, he/she shall continue to accrue annual leave benefits at the regular rate.



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

In the event of substantial doubt whether temporary disability payments are payable under the Workers' Compensation Law for the disability, or doubt as to the extent thereof, payment on account of sick leave shall be withheld, except to the extent authorized by this section, until the issue is determined either by assumption of liability by the compensation insurance carrier or by adjudication of liability.

## ARTICLE XV LAYOFF AND REINSTATEMENT

### A. Seniority.

1. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire.
2. Definition of Department. Department, for the purposes of this Procedure, shall be defined as an agency, department, or district of the County which is set out in County Salary Ordinance No. 440.
3. Whenever more than one employee in a department has the same most recent date of hire, seniority shall be determined in the following order: hours of service from the most recent date of hire, seniority in classification, and seniority in the department or agency.
4. Except as otherwise provided in this Procedure, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue while an employee is on the layoff list.

### B. Reduction in Force.

1. When it becomes necessary to reduce the work force in a department, the Department Head shall designate the job classification(s) to be affected and the number of employees to be eliminated within the department or other organizational unit of the department which is identified as a Section or Subsection in this MOU. No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.
2. 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:

- (a) Temporary promotion employees (return to former class);
  - (b) Probationary new employees;
  - (c) Probationary transfer employees, probationary promotional employees and regular employees.
3. Layoffs of employees within each classification shall be based primarily on most recent date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department subject to the approval of the Human Resources Director. Employees laid off out of seniority shall be given written notice of this action.
4. 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 RCDDAA or RCAA, whichever is applicable, at least 14 days prior to the effective date of the action. The list given to RCDDAA or RCAA shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. RCDDAA or RCAA shall be in receipt of the layoff notice 24 hours prior to the time the affected employees are notified. The official notice of layoff shall be given by the employing department. The notice shall include:
- (a) The reason for layoff;
  - (b) The effective date of the action;
  - (c) If laid off out of seniority.
5. If an employee who has received official notice of layoff has previously held regular status in another 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.
6. Regular employees who elect to demote under this provision shall be placed on the step nearest their regular salary within the salary grade of the class to which they are demoting provided such step shall not exceed present salary.
7. RCDDAA or RCAA, whichever is applicable, will be provided a copy of the final layoff list.

C. Reassignment.

1. An employee not expecting to be laid off who is reassigned may, in lieu of reassignment, elect to be laid off and be placed on the Departmental Reinstatement List if both of the following conditions exist:
  - a) 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
  - b) The new work location is more than 40 miles from the employee's current work location or the employee's home, whichever is closer.
2. An employee who elects to be laid off and have his/her 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 layoff shall be on the same date as the reassignment would have been effective.

D. Employment Counseling and Referral.

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

1. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred first to any department requesting a recruitment for classifications from which the employees were laid off.
2. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred first to departments requesting recruitment recruitments for all other classifications within the Prosecution Unit and/or the Public Defender Unit.
3. Departments are required to notify Human Resource in writing why these candidates are unacceptable before outside candidates will be referred.

E. Departmental Reinstatement List.

1. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under subsection (C) above, shall be placed on Departmental Reinstatement Lists for all classifications of a currently equal or lower salary grade in which the employee ever held regular status, provided the department is allocated any positions of such classification.

2. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
3. An employee's name shall be removed from Department Reinstatement Lists, for specific classifications, for any of the following reasons:
  - (a) The expiration of two (2) years from the date of placement on the list.
  - (b) Failure to report to work within seven (7) days of mailing of a certified letter.
  - (c) Containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
  - (d) Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify their Department Head, in writing, of the employee's current mailing address.
  - (e) Request in writing from the employee to be removed from the list.
4. Status on Reinstatement. Reinstatement is defined as recall by the same department, from a Departmental Reinstatement List, into a regular position. Upon reinstatement, the employee shall be entitled to:
  - (a) Restoration of all sick leave credited to the employees' account on the date of layoff.
  - (b) Continuation of seniority.
  - (c) Credit for all service prior to layoff for the purpose of determining the rate of accrual of annual leave.
  - (d) Placement on the salary grade at a step which is nearest former or current pay rate, whichever is higher, with the employee's months in a step being the same number of months which the employee had at the time of layoff.

F. Reemployment.

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

1. Restoration of all sick leave credited to the employee's account on the date of layoff.
2. Continuation of seniority shall be credited to the employee upon successful

completion of the applicable probationary period.

3. Credit for all service prior to a layoff for the purpose of determining the rate of accrual of annual leave.
- G. Temporary Recall. Departments may elect to recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than 30 days and not to exceed 480 full time hours within a six month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond 480 full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under subsection E. (4) of this section.
- H. The Human resources Department will provide to RCDDAA or RCAA, whichever is applicable, each quarter a list of employees by classification and date of hire.

In order to preserve public safety and ensure the District Attorney has the resources to prosecute crimes effectively, the County is committed to discouraging lay off within the Prosecution Unit and will encourage the District Attorney to use layoffs only as a last alternative.

## ARTICLE XVI VOLUNTARY TIME BANK

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

A. Definition of eligible employees.

Only employees in budgeted ("Regular") positions within the Prosecution Unit and Deputy Public Defender 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 completely and totally incapacitate the employee for at least two (2) weeks and which creates a financial hardship because the employee has exhausted all of his/her accumulated leave at the time the application is submitted. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (*i.e.*, the spouse, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee, registered domestic partner or child of registered domestic partner or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for at least two weeks to care for the family member creating a financial hardship because the employee has exhausted all of his/her accumulated leave at the time the application is submitted.

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

1. Only the Department 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 annual leave or holiday accrual. Sick leave and compensatory time may be not donated.
2. Donations of annual leave 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 his/her accrued leave balances of annual leave or holiday accrual 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 annual 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 whom the Time-bank has been established may receive leave credits from the Time-bank. Such leave credits shall be added to the employee's annual leave balance.
2. The affected employees will provide verification of their (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.
3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.

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

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

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

G. The Human Resources Department will:

1. Receive from the employee benefiting from the Time-bank proof of eligibility and a signed agreement allowing publication of the employee's situation.
2. Determine qualification, under the standards above, for the establishment of a Time-Bank.
3. Control the Time-bank programs

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

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

ARTICLE XVII  
APPEAL PROCEDURE  
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures

The following procedure shall be followed by the Accident Review Committee:

- A. The Accident Review Committee will make a determination if an accident is preventable or non-preventable in the absence of the employee.
- B. If the Accident Review Committee determines that the accident is non-preventable or operational, no appearance will be granted to an employee to appear before the committee.
- C. If the Accident Review Committee determines an accident is preventable, an employee may request an appeal to the determination and appear before the committee to present evidence and give testimony.
- D. Appeal of Accident Review Committee Determination.
  1. A notice of determination is sent to the employee by certified mail return receipt requested to his/her last known address if the accident is determined to be preventable. The notice of determination will include an employee's right to appeal the committee's find. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing of the notice of determination to the employee.



2. The employee shall submit a written request for review within 10 working days following the date of the receipt.
  3. An employee is entitled to representation during the presentation of this appeal.
  4. The Accident Review Committee shall review the evidence and testimony presented by the employee and/or his/her representative and make its final determination. The final copy of the Accident Review Committee's determination will be sent to the employee's department and his/her representative or the employee.
  5. If there is no appeal made within the stipulated time limits, the final copy of the Accident Review Committee's determination will be sent to the employee's department and the employee.
- E. The County will release the employee from work with pay for the actual time needed for his/her presentation. An employee is not entitled to preparation time or mileage paid by the County. In cases where the employee is in an outlying area, a presentation may be made by a telephone conference call with the Accident Review Committee at the employee's option.
- F. Employee is entitled to any information that the County uses upon which it bases its initial determination.

ARTICLE XVIII  
ALCOHOL AND DRUG ABUSE POLICY

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

Employees are expected to be familiar with and comply with Policy C-10.

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

ARTICLE XIX  
DISCRIMINATION COMPLAINT PROCEDURE

The County has established a strong commitment to prohibit and to prevent unlawful harassment and/or discrimination in employment, and has set forth a procedure for

investigating and resolving internal complaints in Board of Supervisors Policy C-25. Employees are expected to be familiar with and comply with Policy C-25.

ARTICLE XX  
FLEXIBLE BENEFIT PROGRAM

Section 1. County Contributions for Employees and Retirees

The County shall contribute two hundred and fifty six dollars (\$256.00) or the minimum PEMHCA amount required by CalPERS, whichever is greater, per month on behalf of each eligible current employee who retires, inclusive of his or her dependents enrolled in one of Riverside County's sponsored employee medical plans, toward the payment of premiums for health insurance under the PEMHCA.

Section 2. Flexible Benefits Credits

A. The County shall make the following contributions for employees in a paid status:

1. Employees who participate in a County sponsored medical plan shall receive: \$823.00 per month (\$411.50/bi-weekly for 24 bi-weeks/year). These amounts are inclusive of the amount set forth above (the higher of \$256.00 or the CalPERS statutory minimum).
2. Employees who choose to not participate in a County sponsored medical plan have the following options:
  - a) Employees whose last hire date is prior to November 4, 2010 and have other qualifying medical coverage shall be eligible for the Medical Waiver option to receive: \$575.40 per month (\$287.70/biweek for 24 biweeks/year).
  - 1) Employees electing not to participate in a County sponsored medical plan and who qualify for the Medical Waiver option must provide evidence of group medical health plan coverage from their spouse/registered domestic partner or another qualifying group medical plan and sign a statement that they are enrolled and covered under another group medical health plan. Evidence is defined as a current dated certificate of coverage, plan enrollment card, policy, etc. Notice of a Benefits Enrollment form electing the Medical Waiver option showing other qualifying group medical coverage shall be received by the Human Resources Department within sixty (60) days from date of hire, and annually during Open Enrollment.
  - b) Employees whose last hire date is on or after November 4, 2010 may decline medical coverage in writing as part of their election each plan

year. Employees who elect to decline medical coverage shall not receive flexible benefit credits.

3. Employees who fail to timely elect medical coverage or who fail to decline medical coverage in writing will be placed in the lowest-priced employee-only PPO medical plan available.
4. If any flexible benefit credits remain after deduction of elected benefits, remaining flexible benefit credits may be taken in cash.
5. Part Time Employees. Shall receive the percentage of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee set out below:
  - Employees working 20 to 29 hours per week: 50%
  - Employees working 30 to 39 hours per week: 75%

### Section 3. Optical Insurance

The County shall provide an optical insurance plan through Vision Service Plan for Employees covered under the provisions contained herein, and their dependents.

### Section 4. Long Term Disability Insurance

The County shall pay 100% of the premiums for all employees covered by this MOU under the Long Term Disability Plan maintained by the County for County Managers.

## ARTICLE XXI ABANDONMENT/AUTOMATIC RESIGNATION

Absence without leave of any employee, whether voluntary or involuntary, for five consecutive working days is an automatic resignation from County service provided the employee upon written Agency/Department notification does not respond to the Agency/Department and/or does not provide a satisfactory explanation for the absence; and the failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three working days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by mail to the last known address of record of the employee and are complete upon mailing or hand delivery.

An employee may, within 10 calendar days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, the employee may file a further appeal with the Human Resources Director, or designee, within ten (10) working days from service of the denial of reinstatement. Reinstatement may be granted only if: the employee makes a

satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence to a third party neutral ("Arbitrator"), and the Arbitrator finds the employee is ready, able, and willing to resume the discharge of the duties of the position.

1. Appeals shall be heard by an Arbitrator. The Arbitrator's decision may be verbal or in writing. The decision of the Arbitrator shall be binding on both parties, neither of which shall have the right of further appeal.
2. Only the employee and one (1) non-attorney representative and the department head or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney, or is represented by an attorney who is also a member of RCDDAA. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify. All references in this Article to RCDDAA may apply to RCAA with respect to employees in the Deputy Public Defender Unit.
3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The Arbitrator may consult with witnesses informally and otherwise investigate the controversy.
4. The judgment of the Arbitrator shall be rendered within five (5) working days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
5. The Arbitrator's authority shall be limited to deciding the issues submitted by the parties. The Arbitrator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any terms and conditions of employment.
6. All costs for the service of the Arbitrator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne by the County and RCDDAA. An employee who is a member of RCDDAA but who is not represented by RCDDAA shall provide to the Human Resources Director, or designee, an advance deposit of \$250 per half day of hearing, prior to the hearing being scheduled.

#### ARTICLE XXII SAFETY COMMITTEE

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

ARTICLE XXIII  
COMPENSATION AND BENEFIT ADJUSTMENTS

- A. The County shall contribute \$50.00 biweekly on behalf of each employee to the 401(a) Money Purchase Plan.
- B. During the term of this MOU, there shall be no adjustments to base salary.

ARTICLE XXIV  
SEPARABILITY

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

ARTICLE XXV  
COUNTY TELECOMMUNICATING POLICY

The terms and provisions of the Board of Supervisors Policy K-3 regarding telecommunicating that is in force and effect at the time of the effective date of this MOU are incorporated by reference as though set forth in full.

ARTICLE XXVI  
AGENCY SHOP

Pursuant to Section 3502.5(a) of the California Government Code, as a condition of continued employment, each employee in the Prosecution Unit is required either to join RCDDAA or pay to that organization a service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the organization.

Pursuant to Section 3502.5(a) of the California Government Code, as a condition of continued employment, each employee in the Deputy Public Defender Unit is required either to join RCAA or pay to that organization a service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the organization.

Pursuant to Section 3502.5(c) of the California Government Code, an employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support either of the above-mentioned employee organizations as a condition of employment. However, such employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code that is chosen by the

employee. Proof of the payment to one of the funds shall be made on a monthly basis to the County as a condition of continued exemption from the agency shop provisions.

RCDDAA and RCAA shall keep adequate itemized records of their financial transactions and shall make available annually to the County and to its members within sixty (60) days after the end of each fiscal year a detailed written financial report of those transactions in the form of a balance sheet and an operating statement, certified as to accuracy by their president and treasurer respectively or by a certified public accountant. This obligation may be satisfied by providing the county with a copy of any financial reports required under the federal Labor Management Reporting and Disclosure Act of 1959 (29 USC 401, et seq.).

SIGNATURE PAGE

Signed this 18 day of February, 2016, at Riverside, California

**COUNTY OF RIVERSIDE**

  
Peter Brown, Chief Negotiator

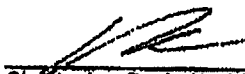
  
Nora K. Werceles, Principal HR Analyst

  
Rodney Taitel, Supervising ODA


  
Clorissa Cacho, Senior HR Analyst

**DEPUTY DISTRICT ATTORNEYS ASSOCIATION**

  
Steve Silver, Chief Negotiator

  
Christopher Cook, DDAA President

  
William Robinson, DDAA Vice President

  
Brian Cosgrove, RCAA President  
(Deputy Public Defender Unit)