

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



ITEM
9.1
(ID # 5462)

MEETING DATE:

Tuesday, October 17, 2017

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Public Hearing in accordance with Government Code 3505.7 regarding the status of impasse between the Riverside Sheriffs' Association (RSA) for the Law Enforcement Unit and the County of Riverside; Adoption of Resolution 2017-227, a Resolution of the Board of Supervisors of the County of Riverside Imposing the County's Last, Best, and Final Offer (with exception) to the Riverside Sheriffs' Association Law Enforcement Unit Pursuant to Government Code Sections 3505.4, 3505.5, AND 3505.7. All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file the attached final recommendations of the Fact Finding Panel.
2. Hear from representatives of both the Riverside Sheriffs' Association, the County of Riverside, and any other interested parties.
3. In accordance with Government Code 3505.4, 3505.5, and 3505.7, adopt Resolution No. 2017-227, a Resolution of the Board of Supervisors of the County of Riverside Imposing the County's Last, Best, and Final Offer dated February 16, 2017 (with exception) to the Riverside Sheriffs' Association Law Enforcement Unit.

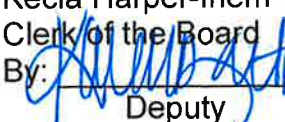
ACTION: Policy


Michael Stock, Assistant CEO/Director of Human Resources 10/4/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended; and IT WAS FURTHER ORDERED to continue the County's contribution of \$25.00 per employee per pay period to the RSA benefit trust.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: Perez
Absent: None
Date: October 17, 2017
xc: HR

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

RSA, which represents approximately 2,500 employees in the Law Enforcement Unit, asked to open negotiations for a new Memorandum of Understanding (MOU) on May 10, 2016 and 21 bargaining sessions were held. On March 1, 2017 the County declared impasse after the parties were unable to reach an agreement for a successor MOU. Subsequently, the parties attended mediation and factfinding. Even though the parties reached a tentative agreement at fact finding, the agreement was not ratified by the RSA represented members and the parties remain at impasse.

On October 3, 2017, in accordance with Government Code 3505.5, the fact finding committee submitted findings of fact and recommended terms of settlement (the fact finding report) to the parties. The findings of fact and recommended terms of settlement (the fact finding report) is attached for your review.

Pursuant to Government Code 3505.7, after any applicable mediation and factfinding procedures have been exhausted, but no earlier than 10 days after the factfinders' written findings of fact and recommended terms of settlement have been submitted to the parties, a public agency that is not required to proceed to interest arbitration may, after holding a public hearing regarding the impasse, implement its last, best, and final offer, but shall not implement a memorandum of understanding.

The Last, Best, and Final Offer includes substantial cost savings reductions including the following:

Wages – No Cost of Living, Pay or Salary Adjustments during the term of the MOU.

Step/Merit Increase – Employees will receive a one (1) step increase for all steps on their anniversary date.

Work Period & Overtime – Employees who engage in law enforcement activities have a 14-day FLSA work period per Section 207(k) of the FLSA with an overtime threshold of 86 hours (40 hours per workweek for non-law enforcement) in a work period.

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

Court Call Back – Reduce from a minimum of four hours to one hour as minimum for being called back for court.

K-9 Premium – A new premium has been added to the agreement for off-duty care, feeding and grooming of their canine. The Canine Care Premium rate is \$14.50 per hour for a maximum of 7 hours per pay period. The Canine Care Premium will increase to \$15.00 per hour effective July 1, 2018.

CalPERS Contribution Offset – Elimination the offset (OS) classifications in the bargaining unit for all employees hired prior to June 5, 2012 who receive salary offsets for increased CalPERS contributions.

Non-economic amendments were made to the MOU clarifying the intent of the existing language (i.e. work schedules, standby duty, promotion, transfer, demotion, probationary period, retirement, leave provisions, performance of essential duties, appeal processes, promotional procedures, and uniforms).

There was one provision in the Last, Best and Final Offer which cannot be implemented - the County's proposal relating to schedule changes (which cannot be implemented as it would be waiver of RSA's right to negotiate in the future). It is recommended that this provision be eliminated from the terms and conditions of employment implemented by Resolution 2017-227.

Impact on Residents and Businesses

There is no impact on residents and businesses.

Additional Fiscal Information

The Last, Best, and Final Offer will generate approximately \$10,337,767 million net county cost savings (see breakdown below) for the balance of the fiscal year. Additionally, there are a number of provisions contained in the Last, Best, and Final Offer that provide managerial discretion to generate additional savings.

	Projected Savings
Step Merit Increase (Reduce from 2 Steps to 1 Step)	\$ 498,013
Work Period & Overtime (FLSA Overtime Only)	\$ 9,585,144
Court Call Back (Reduce from 4 hours to 1 hour)	<u>\$ 254,610</u>
TOTAL	\$10,337,767

It should be noted that the total costs associated with all provisions in this contract except for those modified by the Last, Best, and Final Offer were approved by previous Board action in prior years.

ATTACHMENTS:

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

ATTACHMENT A. Factfinding Report and Recommendations dated October 3, 2017

ATTACHMENT B. Resolution No. 2017-227, a Resolution of the Board of Supervisors of the County Of Riverside Imposing The County's Last, Best, and Final Offer dated February 16, 2017 (with exception) to the Riverside Sheriffs' Association Law Enforcement Unit.

ATTACHMENT C. Last, Best, Final Offer dated February 16, 2017, between the County of Riverside and the Riverside Sheriffs' Association.


Lani Soson

10/11/2017


Gregory L. Priamos, Director County Counsel

10/4/2017

2 **AMENDED RESOLUTION NO. 2017-227**

3 **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE**
4 **IMPOSING THE COUNTY'S LAST, BEST, AND FINAL OFFER (WITH EXCEPTIONS) TO**
5 **THE RIVERSIDE SHERIFFS' ASSOCIATION LAW ENFORCEMENT UNIT**
6 **PURSUANT TO GOVERNMENT CODE SECTIONS 3505.4, 3505.5, AND 3505.7**

7
8 **WHEREAS**, the County of Riverside (hereinafter "County") and the Riverside Sheriffs' Association
9 (hereinafter "RSA") – Law Enforcement Unit (hereinafter "LEU") were signatories to a Memorandum of
10 Understanding (hereinafter "MOU") that expired on June 30, 2016 setting certain terms and conditions of
11 employment for employees in the RSA LEU;

12 **WHEREAS**, on July 11, 2016 the County and RSA LEU negotiation teams began to meet and engage
13 in extensive negotiations over the terms of a successor to said MOU;

14 **WHEREAS**, notwithstanding that the County and RSA LEU negotiation teams in participated in
15 twenty-one negotiation sessions since July 11, 2016 in an effort to conclude the terms of a successor MOU
16 the County and the RSA LEU have not reached agreement on such terms;

17 **WHEREAS**, on or about February 16, 2017, the County's negotiation team submitted the County's
18 last, best, and final offer to the RSA LEU and provided an explanation of the terms to the RSA LEU;

19 **WHEREAS**, the County's last, best, and final offer was not ultimately accepted and the parties did
20 not reach an agreement on the terms of a successor MOU;

21 **WHEREAS**, notwithstanding the efforts described above, the parties arrived at an impasse and the
22 County provided the RSA LEU with a written declaration of impasse on March 1, 2017;

23 **WHEREAS**, per the County's Employee Relations Resolution, No 2014-156, the County and the
24 RSA LEU per mutual agreement engaged in two days of mediation on March 27, 2017 and April 11, 2017 in
25 efforts to resolve the impasse;

26 **WHEREAS**, following completion of the mediation process, per California Government Code
27 section 3505.4, the RSA LEU timely requested that parties' differences be submitted to a fact finding panel;

1 **WHEREAS**, the County negotiation team and the RSA LEU participated in a fact finding hearing on
2 June 21 and 22, 2017 with a three-member fact finding panel, consisting of Paul Crost (neutral panel chair),
3 Douglas Olins (RSA LEU representative) and Peter Brown (County representative);

4 **WHEREAS**, following the fact finding hearing, while the parties were trying to resolve their impasse,
5 the County and the RSA LEU reached a tentative agreement, but the agreement was not ratified by the RSA
6 LEU membership and the parties remained at impasse;

7 **WHEREAS**, in accordance with Government Code section 3505.5, the fact finding committee
8 submitted findings of fact and recommended terms of settlement (the fact finding report) to the parties on
9 October 3 ;

10 **WHEREAS**, on October 12, 2017, in accordance with Government Code section 3505.5, the County
11 of Riverside made the findings and recommended terms of settlement from the fact finding panel publicly
12 available by posting for public inspection as the County regularly posts Board agendas, including on the
13 County's website;

14 **WHEREAS**, in accordance with Government Code section 3505.7, no earlier than ten (10) days
15 following receipt of the findings of fact and recommended terms of settlement from the fact finding panel, the
16 Board of Supervisors of the County of Riverside held a public hearing on October 17, 2017 and has considered
17 the impasse between the County and the RSA LEU and the report and all recommendations from the fact
18 finding panel. The Board has concluded that it is appropriate to implement the County's Last, Best, and Final
19 offer effective October 26, 2017, except for the County's proposal relating to schedule changes (which cannot
20 be implemented as it would be waiver of RSA's LEU's right to negotiate) and the County's proposal to reduce
21 the County's contribution of \$25 per employee, per pay period, to the RSA benefit trust;

22 **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of Supervisors of
23 the County of Riverside, in regular session assembled on October 17, 2017, that this Resolution is approved
24 thereby adopting and implementing the County's Last, Best and Final Offer, (except for the County's proposal
25 relating to schedule changes (which cannot be implemented as it would be waiver of RSA's LEU's right to
26 negotiate) and the County's proposal to reduce the County's contribution of \$25 per employee, per pay period
27 to the RSA benefit trust), as set forth in the terms and conditions of employment for County employees in the
28 Riverside Sheriffs' Association – Law Enforcement Unit, attached and incorporated herein as Exhibit "A"

1 effective October 26, 2017.

2 **BE IT FURTHER RESOLVED** that the County Executive Officer and Human Resources Director
3 are hereby authorized and directed to take any necessary administrative actions to implement the provisions
4 of this Resolution;

5 **BE IT FURTHER RESOLVED** that if any provision or any part of a provisions of this Resolution
6 shall be finally determined to be invalid, illegal or otherwise unenforceable, such determination shall not
7 impair or otherwise affect the validity, legality or enforceability of the remaining provision or parts of the
8 provision of this Resolution, which shall remain in full force and effect.

9
10
11 ROLL CALL:

12 Ayes: Jeffries, Tavaglione, Washington and Ashley
13 Nays: Perez
14 Absent: None

15 The foregoing is certified to be a true copy of a resolution duly
16 adopted by said Board of Supervisors on the date therein set forth.

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By

Deputy

FORM APPROVED COUNTY COUNSEL
DATE 10/17/17
BY: JAMES E. BROWN

Terms and Conditions of Employment Between the County and the RSA

TERMS AND CONDITIONS OF EMPLOYMENT

COUNTY OF RIVERSIDE

AND

RIVERSIDE SHERIFFS' ASSOCIATION LAW ENFORCEMENT UNIT

Terms and Conditions of Employment Between the County and the RSA

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Terms and Conditions of Employment Between the County and the RSA

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Terms and Conditions of Employment Between the County and the RSA

DEFINITIONS

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

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

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

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

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

Pay Period means fourteen (14) calendar days from Thursday (starting at midnight Wednesday) to midnight of the second (2nd) Wednesday thereafter.

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

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

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

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

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

Regular employee means a holder of a regular position.

Regular Position means a position established by the Salary Ordinance on an ongoing basis.

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

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ARTICLE I **TERM**

Section 1. TERM

Pursuant to Section 3500 *et. seq.* of the Government Code of the State of California the representatives of the County of Riverside and the Riverside Sheriffs' Association met and conferred on salaries, benefits and working conditions. As a result of that process, in accordance with Government Code section 3505.7, the Riverside County Board of Supervisors implemented the terms and conditions of employment set forth herein effective October 26, 2017.

Section 2. SUCCESSOR AGREEMENT

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

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ARTICLE II
WAGES

LAW ENFORCEMENT UNIT

<u>JOB CODE</u>	<u>CLASS TITLE</u>
37601	Bailiff
37502	Coroner Corporal
37512	Coroner Corporal A
37513	Coroner Corporal B
52212	Correctional Corporal
52217	Correctional Corporal-S
79731	Correctional Counselor
79730	Supervising Correctional Counselor
52210	Correctional Deputy I
52211	Correctional Deputy II
52216	Correctional Deputy II-S
37500	Deputy Coroner I
37501	Deputy Coroner II
37510	Deputy Coroner IIA
37511	Deputy Coroner IIB
37509	Deputy Sheriff Trainee
37602	Deputy Sheriff
37603	Deputy Sheriff A
37604	Deputy Sheriff B
37660	District Attorney Investigator
37661	District Attorney Investigator A
37662	District Attorney Investigator B
37664	Senior District Attorney Investigator
37665	Senior District Attorney Investigator A
37687	Senior District Attorney Investigator A-II
37666	Senior District Attorney Investigator B
37688	Senior District Attorney Investigator B-II
37690	Senior District Attorney Investigator B-III
37686	Senior District Attorney Investigator II
37576	Sheriff Corporal
37577	Sheriff Corporal A
37578	Sheriff Corporal B
37691	Sheriff's Investigator I
37692	Sheriff's Investigator I A
37693	Sheriff's Investigator I B
37694	Sheriff's Investigator II
37695	Sheriff's Investigator II A
37696	Sheriff's Investigator II B
37697	Sheriff's Lead Investigator III A
37698	Sheriff's Lead Investigator III B
37699	Sheriff's Master Investigator IV B

These terms and conditions of employment shall also be automatically applicable to any classifications for which the RSA has become appropriately recognized.

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ARTICLE III **MANAGEMENT RIGHTS**

All management rights and functions shall remain vested exclusively with the County except those which are clearly and expressly limited in these terms and conditions of employment. Such management rights and functions include but are not limited to:

1. To determine the mission of each of its department, institutions, boards and commissions, pursuant to law.
2. To set standards of service to be offered to the public.
3. To exercise control and discretion over its own organization and operations.
4. To direct, discipline and discharge its employees.
5. To relieve its employees from duty because of lack of work or for other legitimate reasons.
6. To determine the method, means and personnel by which its operations are to be conducted, including the performance thereof by contract, and to determine work load and staffing patterns.
7. To prescribe the qualifications for employment and determine whether they are met.
8. To take all other action except as clearly and expressly otherwise provided by these terms and conditions of employment.

The establishment, modification or exercise of management rights shall not be subject to the meet and confer process, but shall not preclude consultation as to the practical impacts that decisions on such matters may have on wages, hours or other terms and conditions of employment.

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ARTICLE IV **WORKWEEK, OVERTIME AND PREMIUM PAY**

Section 1. WORK PERIOD/WORKWEEK AND WORK SCHEDULES

A. Work-Period/Workweek

Work Period: For employees who qualify for the partial overtime exemption under section 207(k) of the FLSA because they engage in law enforcement activities, they shall have an FLSA work period of 14 days.

Workweek: For employees in the unit who do not qualify for the partial overtime exemption under Section 207(k) of the FLSA because they are not engaged in law enforcement activities as defined, they have a seven (7) day FLSA workweek which is 168 regularly recurring hours.

B. Work Schedules

1. Types of Work Schedules: Employees in this bargaining unit may be assigned to work a 5/40, 9/80, 4/10, 3/12 or 3/12.5 work schedule at the discretion of each employee's supervisor. The following describes the available work schedules.

- a. The 5/40 schedule (five eight hour days per work week).
- b. The 9/80 schedule (four nine hour days per work week and one alternating eight hour day/regular day off). Employees who have an FLSA workweek (as opposed to those on a 14 day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight hour work day.
- c. The 4/10 schedule (four ten hour days per work week).
- d. The 3/12 schedule (three twelve hour days per work week and one alternating eight hour day every other week). Employees who have an FLSA workweek (as opposed to those on a 14 day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight hour work day.
 - i. Employees may also be assigned to work seven (7) twelve (12) hour shifts (referred to as the 3/12-4/12 work schedule) during the 14 day FLSA work period.
- e. The 3/12.5 schedule (three twelve and one-half hour days each week and one ten hour day in the twenty eight day work period). Only employees who perform law enforcement activities may be assigned this work schedule.

2. Changes to Work Schedules - No change shall be made to an employee's work schedule unless that employee has received five calendar (5) days

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advance notice provided that the giving of such notice may be suspended while the following circumstances exist:

- a. Staffing levels are projected to be abnormally low for at least one (1) work shift.
- b. The Sheriff's Department or District's Attorneys' Office is operating under an emergency condition.
- c. The employee is promoted or transferred to a new work location or assignment.
- d. The schedule change is needed to separate employees during the investigation of an incident or complaint (e.g., a harassment complaint).

The requirement of giving advance notice of a work schedule change shall be satisfied by posting the change on the official bureau or station work schedule; provided that, in addition, every effort shall be made to afford the employee with at least five (5) days advance actual notice. The Sheriff's Department shall post an official work schedule at each bureau and station.

C. Time for Donning/Doffing

Employees shall be properly dressed at the beginning of their work shift. Uniformed employees are permitted to don and doff their uniforms, including appropriate safety equipment, before coming to work. The County encourages the prudent wear of appropriate cover wear (i.e. nondescript cover-shirt or jacket) while traveling in uniform to and from the workplace. Any time spent dressing at the workplace is deemed for the convenience of the employee, and such time is not compensable.

D. Meal Periods

All employees are entitled to a thirty (30) minute lunch period without compensation provided the following conditions apply:

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

In the event the employee is not completely relieved of all duties and free to leave his/her work place during his/her thirty (30) minute lunch period, such time shall be considered as time worked and subject to the provisions of Section 2 (A) below.

A lunch period longer than thirty (30) minutes shall be at the discretion of the employee's supervisor as appropriate for the assigned work schedule.

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Section 2. OVERTIME

- A. Overtime Work Defined. For employees engaged in law enforcement activities subject to the Section 7(k) partial overtime exemption, overtime work is authorized work in excess of eighty six (86) hours per fourteen (14) day FLSA work period. For the other employees in the unit, overtime work is work authorized in excess of forty (40) hours per each employee's defined FLSA workweek. Leave time does not count as hours worked for purposes of overtime. An employee is not authorized to work overtime hours if on any form of leave. For example, an employee on vacation may not receive vacation and also work overtime for the same hours or on the same calendar day.

Except in emergency situations (as declared by the Department head or designee) and court appearances, employees who have been pre-scheduled for vacation or compensatory time off shall not be ordered to work overtime if said overtime interferes with scheduled vacation or compensatory time off.

- B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Department head or a designated subordinate. It shall not exceed sixteen (16) hours in any work day for any employee without prior approval, except in case of public emergency or calamity or immediate hazard to life or property.
- C. Department Record. Each Department head shall keep complete and detailed records of the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each work week or work period, with justification in each case, and shall also include compensatory time off.

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

- D. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The Riverside County Auditor-Controller's Office shall maintain the record of overtime credit at one and one-half (1 ½) times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.
- E. Compensation for Overtime Work. Employees in the unit shall be entitled to overtime compensation at time and one half for any overtime worked as defined in subparagraph A above.
1. At the expiration of each prescribed pay period, any overtime earned shall be paid to the employee or the employee may elect to accumulate compensatory time off benefits up to a maximum one hundred and twenty (120) hours. Any accumulated compensatory time off benefits in excess

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of one hundred and twenty (120) hours at the end of any pay period shall automatically be paid. An employee may not accrue compensatory time off for overtime worked when the County receives reimbursement, like a grant or contract where the County must show payment made for time worked to receive reimbursement. The foregoing is not intended to apply to regular overtime worked for contract cities.

2. Accumulated compensatory time of one hundred and twenty (120) hours or less may be taken in compensatory time off and this method of reducing accumulated compensatory time is encouraged. The accumulated compensatory time off benefits may only be utilized by mutual agreement of the employee and the Department Head or a designee.
 3. Accumulated compensatory time in the "compensatory time bank" shall be retained until the "compensatory time bank" has been exhausted or paid. With approval of the County Executive Officer, accumulated compensatory time of one hundred and twenty (120) hours or less may be paid.
 4. An employee with accumulated compensatory time of one hundred and twenty (120) hours or less may, and if requested by the Department Head, shall, no later than the next working day, specify the dates of at least two (2) working days during the next succeeding pay period that the employee desires to take as compensatory time off. The Department Head may authorize compensatory time off for all or any portion of the dates specified. Unless otherwise agreed to by the employee, the Department Head shall not authorize compensatory time off of less than one (1) hour during any working day. If an employee, after being requested by the Department Head, refuses or neglects to specify the time desired to be taken as compensatory time off as herein provided, the Department Head may schedule compensatory time off for the employee.
- F. Fringe Benefits not Affected by Overtime. Overtime work shall not count as hours worked for purposes of increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of required period for probation or salary step advance.
- G. 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 of this Agreement, the following provisions shall apply:
1. Any Officer, in order to perform the work of their department or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of their employment.
 2. For the same purpose, any Officer may employ their current employees at hourly rates equivalent to their current compensation basis.

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3. Any employee who reports to their regular or a designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular paid status. Any employee who without adequate reason for absence under the terms of this Agreement who fails to so report shall be deemed absent without authority and shall not be paid during such absence.

Section 3. PREMIUM PAY

All premium pay provided under this Section shall be compensated only for time actually worked in the assigned premium capacity, unless otherwise provided. Employees must be in a paid status to receive premium pay.

Employees have no property rights to premium pay assignments and such assignments are within the discretion of each Commander.

- A. Standby Duty. Whenever placed by the Department Head specifically on standby duty, an employee otherwise off duty shall be compensated for such duty by an additional payment equal to one (1) hour straight time pay for each eight (8) hours of standby duty. Said compensation shall be in addition to the employee's regular salary entitlement. Standby duty compensation shall cease when the employee reports to work.

An employee is not on standby duty merely due to the assignment of a take home vehicle. Employees must specifically be assigned to standby duty in order to receive the premium as provided.

1. Employees assigned to standby are subject to the following requirements:
 - a. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties;
 - b. Arrange their personal affairs to ensure their immediate response to a call out; employees are accessible and en-route to the scene within thirty (30) minutes of notification; and
 - c. Notify his/her supervisor immediately if he/she is unable to be on standby due to an unforeseen emergency.
- B. Call-Back. Except as hereinafter otherwise provided, an employee called back to work to meet an emergency, whether or not they are in a standby duty status, shall be paid for a minimum of one (1) hours' work.
- C. After Hours Call-Outs. Any employee, who is called in for duty outside of his/her normal duty hours, whether or not they are on standby duty, shall receive compensation beginning at the time they receive the phone call, regardless of whether they must don a uniform or personal safety equipment at their home. At the completion of their call-out assignment, employees will continue to be compensated until they return to their duty station to unload their vehicles, and doff their uniforms and personal safety equipment. Employees will not be

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compensated for time spent commuting from their duty station to their residence. If permitted by their supervisor, employees may return directly home from the call-out location, instead of returning to their duty station. Those choosing this option will be compensated for the lesser travel time between their home or back to their duty station.

An exception to the above is in situations where employees have been called out for an assignment greater than fifty (50) miles from their official duty station and must travel a substantial distance to return home. In such instances, employees will be compensated for the amount of time actually required to return directly home once released from the scene.

- D. Court Callback. Notwithstanding any other provisions of these terms and conditions of employment, any current employee who is called back to attend Court in relation to a matter arising from their employment relationship with the County at a time when they otherwise are off duty, shall receive a minimum of one (1) hour of compensation. A shift shall not be extended for the purpose of avoiding the payment of the one (1) hour of compensation provided herein.

Employees attending Court on a single day that are concurrently subject to more than one (1) subpoena (to include different courtrooms or locations) shall only be entitled to Court Callback compensation of one (1) hour per day plus any additional time spent in Court on the same day compensated at the appropriate regular duty rate.

Should an employee start a regular or overtime shift or begin using leave prior to the completion of Court Callback compensated time they are no longer considered "off-duty" and shall only receive Callback compensation from the start of Court through the start time of the shift.

Off-duty employees required to testify via telephone for DMV and other similar hearings shall only be paid for the actual time spent on the phone or thirty (30) minutes; whichever is greater.

- E. Bilingual Premium. Employees who are assigned work on a regular and continuing basis in a position that requires a second language to effectively meet the service demands of the County's customers are eligible for this premium.

The parties acknowledge that having a bilingual workforce is beneficial to the provision of services provided by members of the unit.

1. Administration

- a. The Human Resources Director designates the languages eligible for bilingual premium.
- b. Requests for bilingual certification shall be forwarded to the County Human Resources Department for evaluation and appropriate skill level determination.

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- c. The County Human Resources Department reserves the right to verify on an annual basis whether employees receiving bilingual pay are eligible for the bilingual pay and to determine the appropriate level of bilingual pay. Any employee determined as ineligible for the bilingual pay shall have the bilingual pay ceased the first full pay period following the determination made by County Human Resources.

2. Eligibility Requirements:

- a. Successfully pass a bilingual proficiency examination administered by the County Human Resources Department;
- b. Possess an appropriate proficiency certification from the County Human Resources Department for the skill level:
 - o Level 1: Basic Oral/Reading Examination
Involves reading and speaking in both English and a second language
 - o Level 2: Written Examination
Involves reading, speaking, and writing in both English and a second language
 - o Level 3: Complex Level Written Examination
Involves reading, speaking, and writing in both English and a second language using medical or legal terminology in a specific medical or legal environment (i.e., hospital, courtroom, etc.)

3. Testing

- a. Employees receiving bilingual pay (at any level) will be subject to the eligibility requirements as identified above. Any employee receiving bilingual pay who does not meet the eligibility requirements within one hundred and twenty (120) days from the implementation of these terms and conditions of employment by the Board of Supervisors shall have the bilingual pay removed the first full pay period following one hundred and twenty (120) days after the implementation of these terms and conditions of employment by the Board of Supervisors. The County shall be responsible for making testing available. Testing shall be done while employees are in paid status. Employees who pass the test within the last 24 months will not be required to re-test for at least 24 months from the implementation of these terms and conditions of employment. Employees who are unable to certify their bilingual skills shall have the bilingual pay removed the first full pay period following the failed exam.
- b. Employees who are not certified will be required to successfully pass the requisite examination to receive the bilingual pay. Failure to possess a certification will result in loss of bilingual pay.

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- c. To ensure that employees are maintaining their bilingual skills, employees eligible for bilingual pay may be required to retest every two (2) years to continue to receive the pay.

4. Compensation

Effective the first full pay period following implementation of these terms and conditions of employment by the Board of Supervisors (October 26, 2017), employees who are eligible for bilingual pay will receive compensation as follows:

- Level 1: Forty Dollars (\$40.00) per pay period.
- Level 2: Sixty Dollars (\$60.00) per pay period.
- Level 3: Eighty dollars (\$80.00) per pay period.

- F. Corrections Transportation Premium: Eligible employees shall be entitled to a premium of one dollar and twenty-five cents (\$1.25) per hour for hours worked transporting inmates in an authorized County bus or other vehicle requiring a valid Class "B" license as described below. The parties agree that this premium pay only applies to the operator of the inmate transport vehicle.

This premium shall apply to an entire shift when an employee is scheduled to perform duties in a County bus or other vehicle requiring their possession of a Class "B" license or learner's permit and the employee is not subsequently reassigned to duties that do not require a Class "B" license or learner's permit. Employees reassigned during a shift shall receive the premium for only those hours actually worked assigned to operate an inmate transport vehicle.

Employees not scheduled to operate a County bus or other vehicle requiring their possession of a Class "B" license or learner's permit and who subsequently are reassigned to perform such duty shall receive the premium for only those hours actually assigned performing duties that require a Class "B" license or learner's permit (i.e., assigned to operate an inmate transport vehicle).

This differential does not apply to vacation, sick leave, Workers' Compensation leave, holiday pay, or any other non-working status.

- G. P.O.S.T. Certificate Pay: Employees hired before the first pay period following Board of Supervisors' implementation of these terms and conditions of employment (October 26, 2017) into any position in a Deputy Sheriff, Corporal, Sheriff's Investigator, Deputy Coroner, or D.A. Investigator classification series who proves that they possess a valid Intermediate or Advanced Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at the rates set forth:

- Intermediate – seven percent (7%) of base pay; or
- Advanced – twelve percent (12%) of base pay.

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The applicable rate for possession of the Intermediate Certificate shall be indicated in the Class and Salary Listing by the letter "A" following the class title, and for the Advanced Certificate, by the letter "B" following the class title.

Employees hired or rehired on or after the first pay period following Board of Supervisors' implementation of these terms and conditions of employment (October 26, 2017) may only be hired into the non-designated classification as set forth: Deputy Sheriff (Job Code 37602), Corporal (Job Code 37576), Sheriff's Investigator (Job Code 37691 or 37694), or D.A. Investigator (Job Code 37660 or 37664 or 37726) classification series. Employees who prove that they possess a valid Intermediate or Advanced Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated for all hours actually worked, not exceeding eighty (80) hours per pay period as follows:

1. Intermediate – seven percent (7%) of base pay paid as a differential
2. Advanced – twelve percent (12%) of base pay paid as a differential

H. Education Incentive:

Bachelor Degree

Any employee who possesses or earns a bachelor's degree from an accredited university or college shall be paid a premium equivalent to two and a half percent (2.5%) of the employee's base hourly wage rate for all hours actually worked, not exceeding eighty (80) hours per pay period, upon presentation of proof that the employee holds such degree.

Master's Degree

Master's Degree – Any employee who possesses or earns a Master's degree from an accredited university or college shall be paid a premium equivalent to five percent (5.0%) of the employee's base hourly wage rate for all hours actually worked, not exceeding eighty (80) hours per pay period, upon presentation of proof that the employee holds such degree.

I. Special Assignments in Law Enforcement. Any member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County shall be entitled to specialty pay, where applicable, in addition to their regular hourly rate as follows:

It is expressly understood that specialty assignments are subject to rotation and removal from such duties at the discretion of the Department.

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

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With the exception of K-9 and Crisis Negotiator special assignments, the following specialty pay does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

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

1. Training Officer. Any employee assigned to this duty (whether sworn or non-sworn) shall be compensated at the rate of one dollar and twenty-five cents (\$1.25) per hour, plus overtime rates where applicable, for all time actually worked as a Training Officer; i.e., when a trainee is actually assigned.
2. Special Enforcement Bureau (SEB) – Hazardous Device Team (HDT) – Special Weapons and Tactics Team (SWAT). Any employees assigned to SEB, excluding Aviation, shall be compensated at the rate of one dollar and eighty-five cents (\$1.85) per hour, plus overtime rates where applicable, for the time actually assigned to the SEB.

The Sheriff's Department shall determine the appropriate number of personnel on the SWAT who are on standby at any given time.

3. As a condition of the HDT voluntary assignment, candidates were required to successfully complete the SEB – HDT physical fitness qualifications as established by the Department to be considered for assignment. All team members shall also successfully pass the FBI/Haz-Mat physical on a yearly basis.

All members of the HDT shall successfully meet the SEB – HDT physical fitness qualification standard on a quarterly basis. The SEB – HDT qualification standards do not apply to a member of the HDT who at any time held a position on the HDT prior to March 2012.

4. Canine Pay

- a. Canine Duty Pay

Any employee assigned to K-9 duty shall be compensated at the rate of one dollar and twenty-five cents (\$1.25) per hour, plus overtime rates where applicable, for all time assigned to K-9 duty, including vacation, sick leave, holiday pay and Workers' Compensation leave, provided, however, that this differential shall not be paid during any leave where the individual is no longer responsible for caring for the dog.

- b. Canine Compensation for Off-Duty work

- i. Employees assigned to canine duty shall be paid for the off-duty care, feeding and grooming of their canine and the routine, off-duty canine-related maintenance of their canine.

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The County and the Association have considered the time that canine officers typically spend on off-duty canine care, and determined it to be seven (7) hours per pay period.

- ii. Employees assigned to canine duty shall be paid seven (7) hours per pay period of overtime rate of pay based on the canine care salary rate. In addition, canine officers are not permitted to work more than seven (7) hours per period on off-duty canine duties as the County is not paying for more than seven (7) hours per pay period and employees are not permitted to work off the clock. The canine care salary rate shall be \$14.50 per hour paid at time and one half. Effective the first pay period that includes July 1, 2018 the rate shall be \$15.00 per hour paid at time and one half.
 - iii. In addition to the seven (7) hours of pay per pay period described in the preceding paragraph, canine deputies shall be paid for off-duty veterinary visits and extraordinary off-duty care, provided that, absent an emergency, the Deputy shall obtain supervisor approval for such care and shall provide appropriate payroll documentation.
 - iv. An employee on any leave who does not have responsibility for the Canine will not receive the canine compensation provided herein.
5. Motorcycle Officer. Any employee assigned to work as a motorcycle officer shall be compensated at the rate of one dollar and twenty-five cents (\$1.25) per hour, plus overtime rates where applicable, for all time actually worked as a motorcycle officer.
6. Special Enforcement Bureau (SEB) – Aviation. Any employees assigned to SEB – Aviation shall be compensated as stated below, plus overtime rates where applicable, for the time actually worked in the specialty assignment:
- a. Chief Pilot: three dollars and seventy-five cents (\$3.75) per hour;
 - b. Pilot: three dollars and ten cents (\$3.10) per hour;
 - c. Tactical Flight Officers: one dollar and fifty-five cents (\$1.55) per hour.
7. Crisis Negotiators. Any employee assigned to work as a Crisis Negotiator (shall be compensated an additional fifty dollars (\$50) a pay period for all pay periods assigned as an CN, irrespective of hours actually worked as an CN.

It is expressly understood that CN's are subject to rotation and removal from such duties at the discretion of the Department. The Department can

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require employees assigned these duties to sign waivers of their right to remain in this assignment as a condition of the CN assignment.

- J. Extra Duty Pay for Special Detail Assignments. The Sheriff is authorized to use the services of as many regular employees of the department as may be necessary for law enforcement purposes, by way of additional employment, during hours in which they would otherwise be off duty whether in either an unpaid or preapproved paid status (for the purposes of this provision preapproved paid status shall mean use of vacation, compensatory, or holiday time banks), at one and one-half (1 ½) times the actual rate or rates of pay for a Deputy Sheriff or Sheriff's Investigator so employed. When Investigators are performing duties of a Deputy Sheriff they shall be compensated as a Deputy Sheriff B at top step. At the Sheriff's sole discretion, a Sheriff's Investigator who is assigned by the Sheriff, or a designee, to perform supervisory functions over other Deputies shall be paid at one and one-half (1 ½) times their actual rate of pay. This is special detail work and does not count as hours worked for the County for the purpose of calculating overtime.

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

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ARTICLE V **PAY PRACTICES**

Payroll System.

1. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service hours in a paid status (not inclusive of overtime).
2. Leave accruals, i.e. sick leave and vacation, require that the employee is in a paid status during the pay period to receive the accrual for that pay period.
3. Some other benefits will be granted even though the employee is in a paid status for only one day during the pay period (e.g., Benefit Trust Contribution).
4. Paid Status shall mean compensation paid to an employee for regular hours worked, from accrued leave banks such as vacation, sick, holiday, and/or comp time, or for time spent on leave per Labor code section 4850. Payments received for disability such as Short-term or Long-term disability or Workers' Compensation TTD shall not be considered being in a paid status and shall not entitle an employee to earn leave accruals (including holiday), or to the benefit credit contributions.
5. The pay date is the "second Wednesday following the end of the pay period".

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 as set forth below, unless otherwise provided.

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

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

Re-employment at a rate other than that of the first step of a salary plan/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 two thousand eighty (2080) hours in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

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

- B. Two (2) pay periods before the anniversary date of each employee holding a regular position on a step basis, except as to an employee compensated at the rate of the highest step, the Human Resources Director shall inform the Department Head in writing on an appropriate form that the employee will be eligible for salary increase.

Prior to the anniversary date the Department Head, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form whether or not they allow the increase. If the increase is disallowed, the form shall contain the signature of the employee acknowledging notice of the disallowance and the reasons therefore. The Human Resources Director shall promptly act on each increase allowed and the employee shall be paid at the increased rate from the anniversary date. If, through error, the anniversary date of an employee is overlooked or a notice herein required is delayed or omitted, a resulting failure to increase the compensation may be cured by then taking the action hereinabove required, provided the same is completed within the next two (2) pay periods after said action should have been taken, and the employee shall be paid at the increased rate from the anniversary date. If the Department Head disallows such increase, they shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the Department Head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of the Department Head, which shall be made only on the basis of continued satisfactory performance in the position.

- C. Every anniversary salary increase shall be to the next higher step.

Section 2. NEW EMPLOYEES

Except as otherwise provided by this Agreement, a new employee shall be appointed at the first (1st) step of the salary plan/grade. A Department Head may specify a higher step of the salary plan/grade for an employee who is newly hired, reemployed, rehired, or promoted, than the step which would be called for under this MOU. This discretion applies to regular and temporary promotions, but does not apply to transfers, demotions, or promotions through reclassification.

In addition, the County Executive Officer, on recommendation of the Human Resources Director, may specify that the incumbent of any position shall occupy a different step on the salary plan/grade for the class. Such action shall automatically fix a new anniversary date on the first day of the pay period following the completion of two thousand eighty (2080) hours (not inclusive of overtime) in a paid status after the resulting change of salary.

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Section 3. REEMPLOYMENT

- A. Upon recommendation of the employing Officer and approval of the Human Resources Director a former regular employee may be re-employed in the same class or position which they previously occupied, at the same step of the salary plan/grade as the step applicable at the time of termination, provided the individual was terminated in good standing.
- B. Whenever a former regular employee is or has been re-employed within three (3) months after termination they may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed the accrued sick leave not exceeding the amount thereof which was lost and to earn vacation at the rate at which he or she was earning at the time of termination. The anniversary date for step advance may be expressly fixed, subject to limitations as provided in these terms and conditions of employment to allow credit for all or a portion of the applicable period of service prior to said termination.
- C. Reemployment of Retired Persons. An employee who is retired under the California Public Employees' Retirement System 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 California Public Employees' Retirement System for discontinuance of retirement benefits, the retiree may be employed or re-employed.

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

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

Section 4. PROMOTION AND TRANSFER

- A. Promotion

On promotion, the new salary shall be at the rate equal to approximately two (2) steps higher than that paid on the salary plan/grade of the former position, unless the new salary plan/grade will not support such a rate increase, in which event the new rate shall be at the top step of the promoted salary plan/grade.

Employees who are within the last two steps (at top step) of the former position, shall be placed at the rate equal to approximately five and one half percent (5.5%) higher or

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immediately greater than that paid on the salary plan/grade of the former position, unless such increase would exceed the maximum of the promoted salary plan/grade, in which event it shall be reduced to the top step of the promoted salary plan/grade.

The effective date of all promotions shall coincide with the first day of the pay period. The anniversary date shall be determined as provided in Article 5 Section 1.

B. Transfer

An employee who is transferred shall maintain his/her same salary. The anniversary date of an employee who is transferred shall not change.

C. No Obligation to Resign

An employee who transfers or promotes within the County shall not be required to resign from the County as a Condition of accepting the transfer or promotion.

Section 5. DEMOTION

A. Involuntary Demotion: On demotion, the salary shall be at the rate of the same step on the new salary plan/grade as was applicable to the previous salary plan/grade ("step-for-step"). The effective date of all demotions shall coincide with the first day of the pay period. The anniversary date shall be determined as if the date of demotion were the date of employment.

B. Voluntary Demotion:

1. Permanent employees who, are on promotional probation and, voluntarily demote to a previously held classification may return to the step of the previously held classification from which they promoted.
2. Except as provided for in this Article in Section 8, permanent employees who are not serving a promotional probation may request, subject to Department approval, to voluntarily demote to a job classification for which they previously held status, i.e., passed probation. The employee will be placed on the salary step he/she was on at the time he/she left that classification.

Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist.

The effective date of all demotions shall coincide with the first day of the pay period. The anniversary date shall be determined as if the date of demotion were the date of employment.

Section 6. RECLASSIFICATION

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

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- B. The salary of an incumbent of a position reclassified to a class on a higher salary plan/grade shall be at the rate which is two (2) steps higher, or immediately greater than two (2) steps higher, than that paid on the salary plan/grade of the former position, where the new salary plan/grade is able to accommodate the increase. The anniversary date shall be determined as provided in Article 5 Section 1.
- C. The salary of an incumbent of a position reclassified to a class on a lower salary plan/grade shall not change unless such salary would exceed the maximum of the new salary plan/grade, in which event it shall be reduced to the maximum. The anniversary date shall not change.
- D. The effective date of a reclassification shall coincide with the first day of a pay period.

Section 7. SPECIAL PROVISION FOR DEPUTY SHERIFF CHANGE IN CLASSIFICATION

Deputy Sheriff Change in Classification. Notwithstanding Article 6 Section 1.D, employees in a Deputy Sheriff or Deputy Sheriff Trainee classification, who have never held a position as a Correctional Deputy or Deputy Coroner, and wish to change classification to Correctional Deputy or Deputy Coroner, may do so under the following conditions:

- A. The employee must request and receive approval for the change in classification through their chain-of-command. Approval of the request is discretionary and shall not be subject to a grievance.
- B. The Sheriff's Department will administer the required entry level assessment(s) to the employee as necessary.
- C. If the employee passes the assessment(s), their classification shall be changed as requested.
 - 1. By making the request to leave the classification of Deputy Sheriff or Deputy Sheriff Trainee, the employee knowingly and voluntarily waives his/her property rights to the Deputy Sheriff or Deputy Sheriff Trainee classification with no ability to return to former class.
- D. Employees who have passed probation who change classification from Deputy Sheriff to Correctional Deputy or Deputy Coroner must serve a new initial probationary period of three thousand one hundred twenty (3120) hours or two thousand eighty (2080) hours, respectively.
- E. All employees on an initial probation will serve a new initial probationary period in accordance with the "Length of Initial Probation Period" in Article 6, except as provided below.
- F. Any employee who changes classification from Deputy Sheriff to Correctional Deputy, who has successfully completed a probationary period as a Deputy Sheriff in Corrections, does not have to serve another initial probationary period of three thousand one hundred twenty (3120) hours in paid status not including

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overtime , but rather will serve a probationary period of one thousand forty (1040) hours.

Section 8. TEMPORARY PROMOTION

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

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

Section 9. CLASSIFICATION PROCEDURE

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

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

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

The Human Resources Director shall take one of the following actions: (1) refer the request to the Classification and Compensation Division for study; or (2) return the request to RSA with an explanation for non-action. Note: Requests referred to the Classification and Compensation Division are subject to the same discretionary judgments regarding priority as other requests. The decision of the Human Resources Director as to whether to take no action or to study the classification shall not be subject to a grievance.

Section 10. CONFORMANCE TO PLAN

No regular employee shall be assigned to exercise the powers or perform the duties of any classification other than their own classification for an accumulated period of four hundred and eighty (480) hours or more during any one (1) calendar year. Such accumulated hours of such assignment(s) shall be credited toward qualifying experience for possible promotion only when such assignments have been authorized or verified by the Department Head or designee in writing. It is understood and agreed that employees may be worked out of class in either higher or lower classifications provided however that employees may not be worked out of class, (up or down), for more than four hundred and eighty (480) hours per calendar year.

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ARTICLE VI **GENERAL PERSONNEL PROVISIONS**

Section 1. PROBATION

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

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

No break in service shall be used to determine successful completion of a probationary period or eligibility for any other status contingent upon continuous service with the County.

- B. Length of Initial Probation. The length of the initial probationary period in a paid status (not inclusive of overtime) for persons in the following classifications is:

Deputy Sheriff series	3120 hours
Sheriff's Corporal series	3120 hours
Sheriff's Investigator series	3120 hours
Correctional Deputy Series	3120 hours
All other classes in the Law Enforcement Unit	2080 hours

A Deputy Sheriff Trainee is an at-will classification and does not pass probation in the classification of Trainee. A probationary period will only apply if the Trainee becomes a Deputy Sheriff.

- 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 must be approved by the Human Resources Director or a designee in writing at least eighty (80) hours before the end of the existing initial probationary period. The employee must be notified in writing of the extension prior to the expiration of the existing initial probationary period.

The initial probationary period may be extended in five hundred and twenty (520) hours increments twice. For example, a three thousand one hundred and twenty (3120) hour probationary period may be extended once to three thousand six hundred and forty (3640) hours or twice to four thousand one hundred and sixty (4160) hours. 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.

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- D. Initial Probationary Period Affected by Change in Class. Except as provided in Article 5 Section 7, an employee who has not completed the initial probationary period, and who promotes or transfers to another class, will serve a new initial probationary period equivalent to the required length of initial probation for the class to which the employee promotes or transfers. An employee who has not completed the initial probationary period, and who demotes to another class, will serve a new initial probationary period equivalent to the required length of initial probation for the class from the date of the demotion. .
- E. Probation of Permanent Employees following Change in Class or lateral Transfer: All regular employees of the County who promote, demote, or transfer must serve the equivalent of the entire initial probationary period for the classification.

During the probationary period 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 shall be determined as if the date of demotion were the date of employment. The effective date of all return to former classifications shall coincide with the first day of the pay period. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

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

Section 2. RETIREMENT

- A. For "Classic Member" Safety Employees
1. Retirement Formula: The County contracts with CalPERS to provide the 3% at 50 (Tier 1) retirement formula for all safety employees hired before August 23, 2012 as set forth in California Government Code Section 21362.2. For employees hired on or after August 23, 2012 who are classic members as defined, the County contracts with CalPERS to provide the 2% at 50 (Tier 2) retirement formula as set forth in California Government Code Section 21362.
 2. Retirement Benefit Calculation Period: The County's contract with CalPERS provides for the "Single Highest Year" retirement benefit for

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which “classic member” employees hired prior to August 23, 2012 in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS. For employees hired on or after August 23, 2012 who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.

3. Payment of Employee/Member Contribution: Classic members pay their 9% Member Contribution. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

B. For “New Members” As Defined By the Public Employees’ Pension Reform Act of 2013 (PEPRA)

1. Retirement Formula: Unit members who are defined as “new members” under the PEPRA, are covered by the 2.7%@ 57 formula (Tier 3) provided for by the Public Employees’ Retirement Law at Government Code section 7522.25(d).
2. Retirement Benefit Calculation Period: For unit members defined as “new members” under the PEPRA such employees’ final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

C. Optional Benefits

1. 1959 Survivor Allowance – Indexed Level. The provisions of Section 21574.5 of the California Public Employees’ Retirement Law shall apply to safety employee members.
2. Pre-Retirement Optional Settlement 2 Death Benefit. The provisions of Section 21548 of the California Public Employees Retirement Law (Pre-Retirement Optional Death Benefit) shall be applicable to safety employee members of the Law Enforcement Unit.

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- D. For “Classic Member” Miscellaneous Employees. The following provisions are applicable to County miscellaneous employees in the Law Enforcement Unit whose classifications are so designated by their CalPERS member category.
1. Retirement Formula: The County contracts with CalPERS to provide the 3% at 60 (Tier 1) retirement formula for all miscellaneous employees hired before August 23, 2012 as set forth in California Government Code Section 21354.3. For employees hired on or after August 23, 2012 who are classic members as defined, the County contracts with CalPERS to provide the 2% at 60 (Tier 2) retirement formula as set forth in California Government Code Section 21353.
 2. Retirement Benefit Calculation Period: The County’s contract with CalPERS provides for the "Single Highest Year" retirement benefit for which “classic member” employees hired prior to August 23, 2012 in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS. For employees hired on or after August 23, 2012 who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.
 3. Payment of Employee/Member Contribution: Classic members pay their 8% (for employees in the 3% at 60 formula) and 7% (for employees in the 2% at 60 formula) Member Contribution. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
- E. For “New Members” (Miscellaneous Employees) As Defined By the Public Employees’ Pension Reform Act of 2013 (PEPRA)
1. Retirement Formula: Unit members who are defined as “new members” under the PEPRA, are covered by the 2%@ 62 formula (Tier 3) provided for by the Public Employees’ Retirement Law at Government Code section 7522.20(a).
 2. Retirement Benefit Calculation Period: For unit members defined as “new members” under the PEPRA such employees’ final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
 3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future.

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The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

- F. All Members. The following provisions are applicable to both safety and miscellaneous employees covered under the provisions of this MOU.
1. Post-Retirement Survivor Allowance. Pursuant to the provisions of Sections 21624 and 21626 of the Public Employees' Retirement Law, an allowance may be continued to a surviving spouse upon the death of a member after retirement.
 2. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the Public Employees' Retirement Law, an employee may elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment provided, however, that the employee must contribute an amount equal to the contribution for current and prior service that the employee and the County would have made with respect to that period of service.
- G. CalPERS Contribution Offset – Effective on the first date of the pay period following Board of Supervisors implementation of these terms and conditions of employment (October 26, 2017), all employees in the unit in an Offset (OS) classification shall be moved to the equivalent non-OS classification. These employees will be moved to the same step in the non-OS classification. If the base salary of the same non-OS step is lower than what they were earning in the OS classification, they will continue to earn the same base salary they were earning in the OS classification but will move steps (on the non-OS salary schedule) per these terms and conditions of employment.

Section 3. ELECTRONIC FUND DEPOSIT OF PAYROLL

Employees shall be required to receive payroll funds by electronic deposit. Employees shall receive a Statement of Earnings (pay stub) through an electronic pay advice system. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs. If an employee is unable to view or print their pay stub their department payroll representative will print one (1) for the employee.

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

Section 4. VACATION CHANGE NOTICE

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

- A. Staffing levels are projected to be abnormally low for at least one (1) work shift.
- B. The Sheriff's Department or District's Attorneys' Office is operating under an emergency condition. An emergency condition is defined as any specific unusual

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occurrence, unusual event or situation, such as, but not limited to, localized natural disasters, riots or extended breaches of the peace that require additional staffing of personnel to control the situation.

Section 5. VETERANS PREFERENCE

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

Section 6. SAFETY COMMITTEE

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

Section 8. PERSONAL SECURITY

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

Section 9. RETIREMENT IDENTIFICATION CARD

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

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

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ARTICLE VII **LEAVE PROVISIONS**

Section 1. SICK LEAVE

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

Every regular employee shall accrue sick leave with pay on a daily basis and computed at the rate of four (4) hours per pay period. All employees may accumulate accrued sick leave with no maximum accrual.

- B. Use of accrued sick leave is for the purpose of medical or dental care for self and/or family member.

1. The Department may require certificate of a physician, dentist or legally authorized person to provide health care services on the same level as a physician or other proof of illness satisfactory to the Department Head. Such certificate shall include the following: a written statement signed on a form used by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, or their authorized representative, stating the day(s) of the illness, and a statement that the employee's illness prevents their being able to come to work; and may be required by the Department Head, County Executive Officer, or their designees, when in their judgment good cause exists for believing the employee may be abusing their sick leave privilege.

2. Family sick leave is defined to mean a spouse, child, domestic partner, or child of a domestic partner, parent, brother or sister (including step-relatives and in-laws of the same categories), grandparent or grandchild of the employee. A "domestic partner" for the purpose of this section must meet the requirements of Section 297 of the California Family Code and must have filed a "Declaration of Domestic Partnership" with the California Secretary of State.

3. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's health care provider, specifying the expected date of delivery and the date that the employee should cease work. In the event the Department Head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the Department Head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

- C. An employee off work or contemplating to be off work due to illness or accident for an extended period of two (2) weeks or more shall provide a comprehensive

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health statement as to length of illness from the employee's health care provider stating any duties an employee cannot perform, any restrictions or light duty requirements.

- D. In the absence of a more stringent departmental policy, an employee reporting off work for such leave usage shall call their department within one (1) hour before or after the scheduled shift start.
- E. Every regular employee and officer shall be able to use accrued vacation, compensatory time or holiday time when sick leave has been exhausted due to extended illness verified by a doctor's statement.
- F. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of the illness to the extent of the accrued sick leave, but after such termination shall derive no other benefits under this Agreement which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used.
- G. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.
- H. Payout for Sick Leave. Upon retirement, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement system, unused accumulated sick leave shall be paid at the following rates up to the amounts set forth in the cap:

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

The term "continuous service" is as defined in the definition section above. An employee who leaves County employment for more than ninety (90) days and returns to the County would not have "continuous service" for purposes of this provision.

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

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Section 2. BEREAVEMENT LEAVE

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

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

Section 3. FITNESS FOR DUTY

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

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

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

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

Section 4. LEAVE WITHOUT PAY/OFFICIAL LEAVE OF ABSENCE

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

- A. Department Leave. Department leave without pay from one up to four hundred and eighty (480) hours once in any one (1) calendar year period may be granted

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

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

- B. Official leave of absence. A Regular employee may request an Official leave of absence exceeding four hundred and eighty (480) hours, but not exceeding one (1) year, (two thousand eighty (2080) hours). Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the Department Head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources Department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the Department, who may present it to the Board of Supervisors. The Board's action shall be final. Any Official Leave of Absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

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

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

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

Section 5. MILITARY LEAVE

Absences on account of military duty are governed by provisions of the law. .

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Section 6. JURY DUTY

- A. An employee who is called for jury duty shall be compensated (as though he or she was working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours.
- B. If a unit member is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.
- C. An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours or more left on his/her shift or call in to his/her supervisor and ask to use leave to cover the rest of his/her shift. If there are less than four (4) hours left on the employee's shift, the employee will be considered to have completed his/her shift and remain on paid status for the remainder of the scheduled shift and does not need to return to work.
- D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
- E. An employee who is scheduled for a swing or graveyard shift on a day he/she is called to jury service will be authorized to request change his/her work hours in order to report to jury service under the same provisions of a-c above.
- F. An employee who is called to jury duty will not be subject to working his/her full graveyard or swing shift if there is not a minimum of eight (8) hours before or after assigned jury duty. If there is less than eight (8) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave his/her shift early to allow for a minimum break of eight (8) hours. If there is less than eight (8) hours between the end of jury duty and the start of their shift, an employee will be able to delay his/her usual start time to ensure a eight (8) hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.
- G. Any employee called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if they use County transportation.
- H. Employees who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, they may use leave accruals other than sick leave for such an absence.

Section 7. VOLUNTARY TIME BANK

- A. Definition of eligible employees: Only employees in budgeted ("Regular") positions within the Law Enforcement Unit are eligible to participate in the Riverside County Voluntary Time-bank Policy.

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

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any balance will remain with that person or will be converted to cash upon that person's separation.

4. An employee may not donate leave hours which would reduce their accrued leave balances of vacation, holiday accrual, compensatory time, or sick leave to less than one hundred sixty eight (168) hours.
5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or administrative leave.
6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donor and recipient's paid leave balance will be made.

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

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

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

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

G. The Human Resources Department will:

1. Control the Time-bank program.

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

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

Section 8. PREGNANCY LEAVE

The County will follow the provisions of the California Pregnancy Disability Leave law contained in the Fair Employment Act. Employees will be required to produce proof of disability caused by pregnancy to be eligible for the leave and benefits provided by the law.

Section 9. RELEASE TIME FOR THE PRESIDENT OF ASSOCIATION

- A. The Association shall have the option to cause the County to release the Association president for full time work with the Association, while remaining on the County payroll. The Association shall be obligated to reimburse the County. The reimbursement amount for presidential leave shall be based on actual costs for salary and benefits, with a detailed breakdown of these costs provided to the Association at least on a quarterly basis. No overtime will be paid for work performed on behalf of the Association. Said funds shall be paid by the Association upon receipt of bill. Work performed by the President of the RSA for the RSA does not constitute outside employment for which permission of the County is required.

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

- B. Nothing in this section shall prohibit the president of the Association from electing to work for the County during the period covered by the exercise of the option

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subject to and with the approval and consent of the Department Head. The president shall receive from the County appropriate compensation for any such work. During the period covered by the exercise of the option, the County may not require the president to perform any such duties.

- C. Association agrees to indemnify, defend, save and hold harmless, County, its officers, agencies, servants and employees of and from any and all liability, claims, demands, debts, suits, actions and cause of action, including wrongful death arising out of or any manner connected with the performance of services by the President of Association, and/or the President's agents, servants or employer, for Association.
- D. Where the president of the Association is a sworn peace officer, that individual shall be prohibited from taking official action in that capacity during the time while they are released to work for the Association, except under the following circumstances:
 - 1. Where there is an on-site criminal offense.
 - 2. Where summoned for assistance by a fellow officer in an emergency occurrence.
 - 3. Where the president is working for the County in an authorized capacity as a sworn peace officer, in accordance with paragraph B above.

Section 10. RELEASE TIME FOR REPRESENTATIVES

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

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

For labor negotiations, members of the negotiations team shall receive release time for the time in negotiations as well as one hour before and after the negotiations meeting. This release time is not part of the eighty (80) hours described in the previous paragraph.

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ARTICLE VIII **VACATION**

Section 1. VACATION

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

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

Years four (4) through nine (9) (6,248 through 18,720 hours) in a paid status, one hundred and twenty (120) hours each year;

Years ten (10) or more (18,728 hours or more) one hundred and sixty (160) hours each year;

Vacation shall accrue daily at the rate appropriate to the year of service. All bargaining members' accrued vacation time may be accumulated to not more than a maximum of seven hundred (700) hours, and may be taken only at a time or times agreeable to the Department Head. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. . An employee shall not be able to take vacation for a period exceeding the maximum number of hours in their bank. Upon the written request of a Department Head showing reasonable necessity and good cause, submitted prior to the accumulation of the maximum vacation entitlement, the Board of Supervisors may by order temporarily enlarge for a specific employee or officer the maximum accumulation, by extending the period of additional vacation accrual for not more than three months, unless a different period shall be specified in the order.

- B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this agreement. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.
- C. With the exception of Extra Duty as specified in Article IV, Section 3.J., or when directed to work under an emergency condition, no person shall be permitted to work for compensation for the County during their vacation, except with prior approval of the Board of Supervisors and the Department Head. For purposes of this section, the period of vacation will be deemed begun when the first use of vacation leave starts until the next time the employee reports to work a regular work shift, inclusive of regular days off.

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- D. A regular part-time employee shall accrue vacation in the same proportion that their working hours bear to the normal working hours of a full-time position. The same proportion shall apply in determining payment of earned vacation on termination.
- E. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this Agreement, may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

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ARTICLE IX **HOLIDAYS**

Section 1. PAID HOLIDAYS

- A. Only regular permanent or probationary employees in a current paid status, shall be eligible for paid holidays.
- B. County Holidays
 - January 1, New Year's Day
 - Third Monday in January, Martin Luther King, Jr.
 - February 12, Lincoln's Birthday
 - Third Monday in February, Washington's Birthday
 - Last Monday in May, Memorial Day
 - July 4, Independence Day
 - First Monday in September, Labor Day
 - Second Monday in October, Columbus Day
 - November 11, Veterans' Day
 - Fourth Thursday in November, Thanksgiving Day (unless otherwise appointed)
 - Friday following Thanksgiving
 - December 24 and 31 when they fall on Monday
 - December 25, Christmas Day
 - December 26 and January 2, when they fall on a Friday
 - Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following when such date falls on a Sunday.
- 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 in an unpaid status for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for that holiday.
- F. A regular part time employee shall only receive holiday pay for the holiday or portion thereof which coincides with their regularly scheduled working hours.
- G. A full time employee who requests or is given the County designated holiday off shall receive holiday pay in the amount of eight (8) hours. Employees will be required to use benefit hours for any difference between holiday hours and regular shift hours.
- H. A full time employee whose regularly scheduled day off falls on a County designated holiday shall be paid for such holiday at their regular rate of pay not to exceed eight (8) hours.

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- I. A full time employee whose regularly scheduled working day falls on a County designated holiday, and who works on that holiday shall be paid at their regular hourly rate for the time actually worked, plus eight (8) hours of holiday pay.

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ARTICLE X **REIMBURSEMENT PROGRAMS**

Section 1. LIVING QUARTERS, MEALS, OR LAUNDRY SERVICE

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

Section 2. MEALS

No charge for meals shall be made where the same are furnished for the convenience of the County, such as for employees at County institutions who are required by the nature of their duties to take their meals in connection with such employment, and cooks and kitchen helpers when working an eight (8) hour shift for the convenience of the County shall be furnished one (1) meal without charge in every department or institution of the County where kitchen facilities are maintained and meals regularly prepared. No person shall receive maintenance at any institution unless on duty at such institution.

Section 3. REIMBURSEMENT RATES FOR MEALS

Reimbursement rates for meals will be the following:

Breakfast up to	\$10.00
Lunch up to	\$15.00
Dinner up to	\$25.00

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

Section 4. GENERAL PROVISIONS

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

Section 5. MOVING EXPENSES-CURRENT EMPLOYEES

Upon the written request of an employee, the Department Head, and the County Executive Officer, may authorize payment of all or part of the actual and necessary expenses incurred for moving the household and immediate family of the employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the move, shall be subject to such reasonable conditions as the County Executive Officer may require, shall specify the maximum amount authorized and shall not be granted more than once in any one (1) year period for any one (1) employee, nor for any employee until he/she has been continuously employed by the County for at least one (1) year preceding the authorization. If the employee voluntarily terminates employment with the County within one (1) year of the payment of the expenses set forth herein, the employee shall, within thirty (30) days of the effective date of the

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voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 6. REIMBURSEMENT FOR DAMAGED CLOTHING OR PROPERTY

Reimbursement for damaged clothing or property shall be made in accordance with Board of Supervisors' policy #C-5.

Section 7. EXTRADITION PAY

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

- A. For all hours spent with the prisoner in their custody;
- B. For waiting time, if upon arriving at the other jurisdiction at the assigned time for pick-up of the prisoner they are required to wait for the release of the prisoner, provided that they first advise the Department of the delay and are instructed to wait, but in no event shall waiting time exceed their regular daily hours of work;
- C. With respect to travel without the prisoner in their custody to or from the other jurisdiction to either pick up the prisoner or to return to Riverside County after having delivered the prisoner:
 - 1. for all travel time spent driving, provided that they are instructed to drive to pick up or deliver the prisoner, less normal commuting time and meal time;
 - 2. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and meal time; or
 - 3. during their regular working hours, even on an a day when the Deputy is not scheduled to work, if the assignment involves an overnight stay and they travel as a passenger on an airplane, train, boat, bus, or automobile, less normal meal time. The Deputy Sheriff shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
- D. At applicable overtime rates in the event that the extradition assignment causes them to exceed their maximum number of hours of work in their defined FLSA workweek or work period.

Section 8. MILEAGE REIMBURSEMENT

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

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ARTICLE XI **GRIEVANCE PROCEDURE**

Section 1. INTENTION

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

Section 2. GRIEVANCE DEFINITION

Except as outlined below, A "grievance" is a dispute - the solution of which is wholly or partially within the province of the County to rectify - that involves the interpretation or application of the MOU; or existing (a) Ordinances, (b) rules, (c) regulations, or (d) policies concerning wages, hours, and other terms and conditions of employment. Where a grievance affects more than one (1) employee, RSA may file a grievance by identifying the affected employees, either by name or some other method that makes their identity clear. A grievance does NOT include:

1. Matters reviewable under some other County administrative procedure;
2. Matters for which the solutions of which would require the exercise of legislative power, such as the adoption or amendment of an Ordinance, rule, regulation, or policy established by the Board of Supervisors;
3. Matters involving the termination of a probationary employee;
4. Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons against a permanent employee, pursuant to the provisions of Article XII; and,
5. Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory (or competent) or better or (2), with respect to employees in their initial probationary period.

Section 3. FREEDOM FROM REPRISAL

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

Section 4. EMPLOYEE REPRESENTATION

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

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

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complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

Section 5. CONSOLIDATION

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

Section 6. RESOLUTION

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

Section 7. WITHDRAWAL

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

Section 8. TIME LIMITS

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

Section 9. RESUBMISSION

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

Section 10. EXTENSION OF TIME

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

Section 11. STEPS IN THE GRIEVANCE PROCESS

The following procedure shall be followed:

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee(s), or the employee's representative, shall first take the matter up with the immediate Supervisor or the appropriate person in management if the immediate Supervisor is not in a position to remedy the concern. The Supervisor shall give a prompt response where it is possible to do so. The employee and the Supervisor are each entitled to the presence of a silent observer to the employee-Supervisor discussion. If a group of employees is involved then the group is entitled to a silent observer. An observer who interrupts or participates in the discussion may be excluded from the discussion by either the employee(s) or

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the Supervisor. Grievances filed by RSA on its own behalf may be filed in writing without any prior discussion with supervision.

- B. Submission of Written Grievance. All grievance petitions shall be filed within fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance, or within fifteen (15) days of the discovery of the circumstances giving rise to the grievance, or when the those circumstances reasonably should have been discovered, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. RSA shall submit the grievance petition to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the grievance petition is complete. The Human Resources Department shall forward a copy of the grievance petition to the appropriate Department Head(s).
- C. Grievance Meeting. Within fifteen (15) working days after submission of the grievance petition, the Department Head, or a designee, and the Employee Relations Division Manager, or a designee, shall meet with RSA to discuss the grievance. No later than fifteen (15) working days thereafter, the Employee Relations Division Manager, or a designee, shall render a written decision.
- D. Demand for Arbitration. If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented in writing to the Employee Relations Division Manager or a designee within ten (10) working days after receipt of the decision of the Employee Relations Division Manager, or a designee.

Section 12. ARBITRATION

- A. After submission of a demand for arbitration, the parties shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List." Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties. If the parties are unable to agree, then an arbitrator will be selected by the parties alternately striking names from the "Arbitrator Strike List" until one (1) name remains who shall serve as the arbitrator. The parties agree that an arbitrator must be selected within sixty (60) calendar days of the County sending a letter to the RSA indicating that the County is ready to select an arbitrator. If the RSA does not contact the County within that sixty (60) day period, the grievance is considered withdrawn.
- B. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.
- C. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses who are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Employee Relations Division Manager, or a designee, with the employee's Department Head at least two (2) working days in advance of the hearing date.

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- D. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.
- E. All grievances filed by RSA shall be heard and discussed in the grievance procedure up to and including the grievance meeting; no grievance shall be rejected from the grievance procedure. In the event that the County maintains that the issue is not subject to arbitration the issue of arbitrability shall be resolved by an Arbitrator selected by mutual agreement of the parties but who will not hear the underlying dispute. In the event that the arbitrator finds that the grievance is arbitrable, the parties shall select a different arbitrator to hear the underlying dispute.
- F. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU. No arbitrator shall have any power to alter, amend, modify, or change any of the terms of this agreement or shall exceed the authority provided to him by this agreement.
- G. Arbitration proceedings shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- H. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a hearing.
- I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- J. The decision of the Arbitrator shall be final subject to the right of either party to seek judicial review by filing a writ per the appropriate section of the California Code of Civil Procedure.
- K. Unless mutually agreed, proceedings conducted at any step of the grievance-arbitration procedure shall be private.

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ARTICLE XII **DISCIPLINE, DISMISSAL, AND REVIEW**

Section 1. PERMANENT STATUS

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

Section 2. DISCIPLINARY CAUSE

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

- a. Dishonesty;
- b. Incompetence;
- c. Inefficiency or negligence in performance of duties;
- d. Neglect of duty;
- e. Insubordination;
- f. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
- g. Absence without leave;
- h. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- i. Discourteous treatment of the public or other employees;
- j. Political activity in violation of federal or state law;
- k. Physical or mental unfitness to perform assigned duties;
- l. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- m. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed.
- n. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department. The department shall prescribe procedures to insure that employees affected by the requirements are informed of them.
- o. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy.
- p. Violation of the County Anti-Violence in the Workplace Policy.
- q. Any other employee misconduct which is not on the above list.

Effective upon implementation of these terms and conditions of employment (October 26, 2017), the discipline matrix used by the parties in the past is no longer effective.

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Section 3. CORRECTIONAL DEPUTIES PROCEDURAL BILL OF RIGHTS

Correctional Deputies will be afforded the protection of Government Code 3300, and subsequent sections, commonly referred to as the Peace Officer's Procedural Bill of Rights.

Section 4. PERFORMANCE OF ESSENTIAL FUNCTIONS

A. Firearms

Employees who are required to hold the ability to carry and possess a firearm in the course of their duties or by virtue of their peace officer status, regardless of current assignment, shall be required to maintain the legal ability to possess a firearm as a condition of continued employment. If the employee loses the legal ability to possess a firearm, even temporarily, the employee shall be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her ability to legally possess a firearm reinstated. If upon the expiration of the thirty (30) calendar days the employee has failed to have his/her ability to legally possess a firearm reinstated, he/she will be deemed to have applied for and obtained an additional unpaid leave of absence of up to fifteen (15) calendar days, during which the Department may take action to separate the employee from employment for failure to maintain minimum qualifications of the position pursuant to this Article.

B. Driver's License

Employees who are required to possess a valid California driver's license shall possess the appropriate license for the class of vehicle to be operated as a condition of continued employment. The employee must notify the Department of the restrictions and /or any and all changes in license status (i.e. suspended, etc.). If the change restricts the employee's legal ability to drive, regardless of current assignment, the employee shall be deemed to have applied for an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license and privilege to drive reinstated. If upon the expiration of the thirty (30) days the employee has failed to have his/her license and privilege to drive reinstated, he/she will be deemed to have applied for and obtained an additional unpaid leave of absence during which the Department may take action to separate the employee from employment for failure to maintain minimum qualifications of the position.

- C. An employee's inability to possess and carry a firearm, when required in the course of their duties or by virtue of their peace officer status, or the loss of the legal privilege to operate a motor vehicle, for more than thirty (30) days shall be deemed cause for separation from employment for failure to maintain minimum qualifications of the position.

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Section 5. DISCIPLINARY APPEAL PROCEDURE/GENERAL

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

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

Section 6. NOTICE OF DISCIPLINARY ACTION

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

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Section 7. INVOLUNTARY LEAVE OF ABSENCE

Pending investigation by the department of an accusation against an employee involving misappropriation of public funds or property, being under the influence of controlled substances (illegal drugs or prescription drugs without a prescription) at work, mistreatment of a patient or inmate at a County facility, or an act which would constitute a felony or a misdemeanor involving moral turpitude, the department head may place the employee on an involuntary leave of absence not to exceed thirty (30) calendar days prior to providing notice of intent to discipline the employee.

- A. If the notice of intent of disciplinary action is not served on or before the date such a leave is terminated, the employee shall be deemed to have been on paid administrative leave.

Section 8. APPEALS

Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Employee Relations Division Manager within ten (10) working days after the date of notification of action against which the appeal is made. An appeal shall:

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

Section 9. AMENDED NOTICE OF DISCIPLINARY ACTION

- A. At any time before an employee's appeal is submitted to the Hearing Officer for decision, the Department head may, with the consent of the Employee Relations Division Manager, serve on the employee and file with the Employee Relations Division Manager an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the department shall process said notice in accordance with Section 8 above. However, the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 10. WAIVER

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

Section 11. DISCIPLINARY APPEAL PROCESS - MEDIATION ARBITRATION

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

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Once the parties have mutually elected to proceed to mediation-arbitration they shall select a mediator-arbitrator from their current mediation-arbitration panel.

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

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

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

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

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

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

Section 12. HEARING PROCEDURE

- A. The parties shall maintain an Arbitrator Strike List from which hearing officers shall be selected. The inclusion or removal of names from the list shall be by mutual agreement of the parties. The parties shall attempt to mutually agree on an arbitrator. Should the parties be unable to mutually agree upon an arbitrator, then they shall alternately strike names from the Arbitrator Strike List until one (1) name remains.
- B. The hearing shall be set by the Employee Relations Division at the earliest possible date, taking into consideration the availability of the parties. The employee and the Department Head shall be given not less than ten (10) working days' notice of the hearing by the Employee Relations Division. The Employee Relations Division or RSA may postpone or cancel a hearing on reasonable notice to the employee, the Department Head, and their respective representatives.
- C. Unless represented by counsel, the appellant may be represented only by an attorney retained by RSA, RSA Legal Defense Trust or an RSA staff representative.
- D. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either party, or the Hearing Officer, provided

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reasonable notice is given the department employing the officer or employee. The Employee Relations Manager, or designee, shall arrange for the production of any relevant County record. The Hearing Officer is authorized to issue subpoenas.

- E. All appeal hearings involving a dismissal or demotion of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the Department Head may, at his own expense, provide a reporter for the hearing.
- F. The expenses of the Hearing Officer and hearing shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.
- G. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.
- H. Within thirty (30) days following the submission of the appeal, the Hearing Officer shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. Either party may request that the Hearing Officer to issue a decision in less than thirty (30) days. The decision of the Hearing Officer shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.
 - 1. The Hearing Officer shall confine his/her decision to issues raised by the statement of charges and responses and render a decision based on the written MOU between the parties. If the Hearing Officer finds that misconduct occurred, the Hearing Officer shall defer to the Department Head's discretion as to what constitutes the appropriate level of discipline for the offense. If the Hearing Officer finds that the level of discipline imposed was excessive, the Hearing Officer may, modify, or rescind an appealed disciplinary action imposed by the Department Head.
 - 2. Unless the Hearing Officer finds that the disciplinary action was excessive, the action shall be left undisturbed. The Hearing Officer shall otherwise defer to the Department Head's discretion as to what constitutes the appropriate level of discipline for the offense.
 - 3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the Hearing Officer's decision. Restoration of retirement benefits is limited to that allowed by Cal-PERS regulations.
 - 4. In the case of discharges, if the Hearing Officer finds the order of discharge should be modified, the appellant shall be reinstated to paid leave status in a position in the classification held immediately prior to

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discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the Hearing Officer. The appellant may not be reinstated to full duty until after successful completion of a pre-reinstatement background investigation, and physical and mental examinations, as deemed appropriate by the Department.

5. If the Hearing Officer finds the order of discharge should be rescinded, the appellant shall be reinstated to paid leave status in a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement. Restoration of retirement benefits is limited to that allowed by Cal-PERS regulations. The appellant may not be reinstated to full duty until after successful completion of a pre-reinstatement background investigation, and physical and mental examinations, as deemed appropriate by the Department.
6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.

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

7. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. Where unemployment insurance is deducted from the restoration amount, the employee shall not be required to make further restitution. The appellant shall supply such outside employment earning records during the period of time in question when requested. The parties need not address damages or mitigation unless, and until after, a decision necessitates presentation of evidence on these issues.
8. The employee and the Department Head shall have these rights:
 - a. To call and examine witnesses;
 - b. To introduce exhibits;
 - c. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 - d. To impeach any witness regardless of which party first called the witness to testify; and
 - e. To rebut any derogatory evidence.

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9. The hearing shall be a private proceeding among the County, the employee and the employee organization. Attendance of others during the proceeding will be at the discretion of the arbitrator.

Section 13. APPEAL PROCESS FOR MINOR DISCIPLINE

The following administrative appeal process is established pursuant to Government Code § 3304.5. This procedure shall not apply to disciplinary actions for which employees already are entitled to receive an appeal hearing pursuant to that agreement for disciplinary transfer, reduction in compensation, suspension, demotion and dismissal. Rather this process is for written reprimands and any other "punitive action" as defined by the Public Safety Officers' Procedural Bill of Rights Act

A. Right to Administrative Appeal Under this Procedure

1. Any employee who is subjected to punitive action (within the meaning of Government Code § 3303) other than dismissal, demotion, reduction in compensation, suspension or disciplinary transfer, shall be entitled to receive an administrative appeal under this procedure. The employee shall not be entitled to appeal the action prior to its imposition, i.e., an employee shall not be entitled to receive a hearing akin to a *Skelly* hearing or other pre-disciplinary appeal hearing prior to imposition of the punitive action.

B. Notice of Appeal

1. Within ten (10) calendar days of receipt by an employee of notification of punitive action as set forth above, the employee shall notify the Human Resources Director in writing of his/her intent to appeal the punitive action.
2. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

C. Hearing Officer

1. The Department Head shall have twenty-one (21) calendar days from receipt of the notice of appeal to designate himself/herself as the hearing officer or appoint a neutral hearing officer who is not embroiled in the controversy, i.e., a person who did not initiate or authorize the action in question.
2. The hearing officer appointed shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and issuing an advisory decision to the Sheriff or his/her designee. The Sheriff or his/her designee may adopt, modify, or reject the hearing officer's recommendations and advisory decision and the decision shall be final and binding.

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D. Burden of Proof/Persuasion

1. If the action being appealed does not involve allegations of misconduct (i.e., allegations that the employee has violated one or more federal, state, or local laws, and/or County or Department regulations, procedures, or rules) the limited purpose of the hearing shall be to provide the employee the opportunity to establish a record of the circumstances surrounding the action. The County's burden shall be satisfied if the County establishes that the action was reasonable, even though reasonable persons might disagree about whether the action was the best one under the circumstances.

For example, if the Department effected a non-disciplinary transfer of an deputy out of a premium pay assignment with the intent of affording other deputies the opportunity to work in the assignment, the decision would not be subject to being overturned as long as it was reasonable, even if one or more persons might disagree with the decision.

2. If the punitive action involves charges of misconduct, (i.e., allegations that the employee has violated one or more laws, regulations, procedures, or rules), the County shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

For example, if an employee received a written reprimand for unauthorized absence from work then the County would bear the burden of proving that the employee was absent from work without authorization and that a written reprimand was reasonable under the circumstances.

E. Conduct of Hearing

1. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative.
2. The parties may present opening statements.
3. The parties may present evidence through documents and testimony.
 - a. Witnesses shall testify under oath.
 - b. The hearing officer shall issue subpoenas for documents or testimony upon reasonable request of the parties.
 - c. There shall be no ex parte communications between the hearing officer and the parties or persons with respect to the subject of the appeal.
4. The parties shall be entitled to confront and cross-examine witnesses.

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5. Following the presentation of evidence, if any, the parties may submit oral and/or written closing argument for consideration by the hearing officer.

Section 14. EVIDENCE AND PROCEDURES APPLICABLE TO ALL HEARINGS.

- A. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.a. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.
- C. Irrelevant and unduly repetitious evidence shall be excluded.
- D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a grievance hearing.
- E. Oral evidence shall be taken only on oath or affirmation.
- F. Any employee not testifying in his/her behalf may be called and examined as on cross-examination.
- G. The intention of the parties is that appeals and arbitrations be adjudicated as efficiently and economically as possible. In cases involving hearings in excess of three (3) days the parties may engage in a case management process with the Hearing Officer. The case management meeting, if agreed upon, must be held at least thirty (30) days prior to the first scheduled date for the hearing and may be held telephonically.

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ARTICLE XIII
ANTI-STRIKE CLAUSE

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

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

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ARTICLE XIV **LAYOFF AND REINSTATEMENT**

Section 1. DEFINITION OF SENIORITY

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

Whenever more than one (1) employee in a department has the same number of days seniority, the seniority of each employee as it relates to the others shall be determined by the Department Head.

Seniority shall continue to accrue during vacation, sick leave, layoff not exceeding two (2) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service, but seniority earned prior to the break in continuous service will not be lost.

Except as otherwise herein provided in Section 3 of this Article, an employee shall lose seniority upon resignation, retirement, termination, or failure to return to work from layoff within seven (7) days after being notified to return by certified or registered mail addressed to the employee at their last address filed with the Human Resources Department.

Section 2. REDUCTION IN FORCE

When it becomes necessary to reduce the work force in a department, the Department Head shall designate the job classification and number of employees to be eliminated within their department or division, institution or other organizational unit of their department identified in the department sections of this ordinance, in making a reduction in the work force. No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department.

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

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

Layoffs of employees within each category of employment status shall be based primarily on length of continuous service within the department with the employee with the shortest seniority being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department subject to the approval of the Human Resources Director. Written notice shall be given employees laid off out of seniority of such fact.

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After consultation with the Human Resources Director or a designee, the Department Head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least fourteen (14) days prior to the effective date of the action. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The notice shall include:

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

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

Section 3. REASSIGNMENT

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

- The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) working days of the effective date of the reassignment; and
- If the new work location is more than forty (40) miles from the employee's current work location or the employee's home, whichever is closer.

An employee who chooses to terminate and have their name placed on the Departmental Reinstatement List under this section shall notify the department in writing of the decision at least three working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

Section 4. DEPARTMENTAL REINSTATEMENT LIST

- A. The name of every regular employee who is laid off, or transfers or demotes to a formerly held classification in the same department for longer than one (1) pay period due to a reduction in force shall be placed on a Departmental Reinstatement List. Vacancies to be filled within a department shall be offered, first in order of seniority, to individuals named on the Departmental Reinstatement List who at the time of the reduction in force, held a position in the same job classification within the department as the vacancy to be filled.

The department, for reasonable cause, may require a reinstated employee to serve a probationary period of six (6) months (approximately one thousand forty (1040) hours).

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- B. 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 in order to determine those job classifications and locations within the County of Riverside for which the employee meets employment eligibility requirements and desires to be considered for employment.
- C. Individual names may be removed from the Department Reinstatement List for any of the following reasons:
 - 1. The expiration of two years from the date of placement on the list.
 - 2. Reemployment with the County in a regular full-time position in a department other than that from which the employee was laid off.
- D. Failure to report to work within seven days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty miles from the last work location or the employee's home, whichever is closer.
- E. Failure to respond within seven days of mailing of a certified letter regarding availability for employment.
- F. Request in writing to be removed from the list.

Section 5. STATUS ON REEMPLOYMENT.

A regular employee who has been laid off or terminates in lieu of reassignment and is reemployed in a regular position within two (2) years from the date of layoff or termination shall be entitled to:

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

For future step increases, the employee's hours in a step within a salary plan/grade shall be the higher of:

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

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ARTICLE XV **HEALTH INSURANCE AND OTHER BENEFITS**

Section 1. RSA BENEFIT TRUST (HEALTH INSURANCE)

- A. Purpose. The County of Riverside, a political subdivision of the State of California, hereby established a cafeteria plan, to be known as "The County of Riverside Flexible Benefits Program" (the "Plan"). The Plan was intended to qualify as a plan described in section 125 of the Internal Revenue Code of 1986. The Plan was established effective as of November 20, 1986, in order to provide eligible employees a means of choosing among various benefit programs on a favorable tax basis.
- B. Applicability of Plan. The provisions of the County of Riverside Flexible Benefit Plan are applicable to the employees of the County in current employment who are subject to this MOU, who are enrolled in a benefit program offered under the welfare Benefit Plan offered through the RSA Benefit Trust.
- C. Provision for Payment of Benefits. Payment of the costs of benefits which are provided under this Plan and MOU for participating employees comes from: County contributions of cash to the RSA Trust and to the extent additional funds are needed, with employee contributions of salary.
- D. It is the intent of the parties that the trust will be responsible for selecting and administering the medical, dental and vision benefits to be provided to bargaining unit members (hereinafter "employees") and the present and future bargaining unit retirees (hereinafter "retirees"). The parties acknowledge that the trust has negotiated with health care service plans or health insurers to provide health coverage for employees and retirees. The trust may from time to time review the health plan options it offers employees and retirees and consider instituting new options which shall include but not be limited to self-insurance. The County shall bear no responsibility for the health benefit plan options selected by the trust.
- E. The trust will administer the health benefit plans it selects, with trust administrative duties including, but not limited to conducting open enrollment periods, maintaining eligibility, responding to questions from participants, adding and dropping participants and dependents, and coordinating with the County concerning these issues.
- F. The parties agree that the health benefit plans selected and administered by the trust will be components of the County's Section 125 Plan.
- G. The County agrees to maintain its administrative responsibilities with respect to issues of withholding, issuance of W-2s, and payroll deduction with respect to the section 125 plan and the health benefit plans offered by the trust.

RSA will bear full responsibility for transmitting the appropriate premium deduction and health related premium adjustments on a bi-weekly basis through an agreed upon electronic format. The County shall bear no responsibility or be required to reconcile or remedy any health premium shortages or overpayments with regards to RSA's collection of premiums, if the appropriate premiums or

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deductions are not properly transmitted to the County in an agreed format.

- H. The County agrees to make an aggregate payment each month to the trust. The County's employer contribution toward the aggregate payment is set forth in Section 2 of this article. The County shall include in that aggregate payment those amounts deducted from employee salaries which represent the balance between the premiums of the plans selected by employees and the County's employer contribution per employee. The County shall also include in that aggregate payment the County's contribution of twenty five dollars (\$25.00) on behalf of each retiree enrolled in a major medical plan administered by the trust. The trust will be responsible for collecting from retirees the balance of the premiums due for the trust medical benefit plans in which the retirees are enrolled.
- I. The County shall make bi-weekly aggregate payments to the trust, in which the payment dates shall correspond with the County's standard bi-weekly payroll schedule.
- J. The parties agree that the premium for each health benefit plan administered by the trust shall include an amount for the reasonable costs of trust administration in an amount not to exceed five percent (5%) of the actual cost of single coverage under the lowest cost HMO plan.
- K. The trust bears full responsibility for transmitting the appropriate premium payment to the relevant medical benefit plan provider or health insurer by the appropriate payment date. The trust will submit to the County on a timely basis evidence of payment by the trust of premiums to the outside medical benefit plan provider or health insurer upon request.
- L. The RSA and the County agree to cooperate fully to resolve any administrative issues which may arise in the implementation and continuation of these MOU provisions.
- M. The parties agree that the County's sole financial obligation with respect to the trust and the health benefit plans administered by the trust is to make the monthly aggregate payment set forth in paragraphs H, and P of this section. In the event the outside medical benefit plan provider or health insurer increases the premium for a health benefit plan administered by the trust, the County shall bear no responsibility for payment of any part of the increase.
- N. If for any reason the trust becomes insolvent or is otherwise unable to satisfy its obligations, the County shall bear no responsibility to remedy that situation other than to make the County payments set forth in this agreement.
- O. The parties agree to discuss the provisions of health benefits to employees and retirees in the event of the passage of federal legislation which prohibits the delivery of health benefits to employees and retirees through the trust.
- P. In addition to the above, effective December 27, 2001, the County shall contribute twenty five dollars (\$25.00) per bi-weekly pay period, times the

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number of employees represented in the Law Enforcement Unit, to the RSA Benefit Trust.

- Q. Along with the Riverside County Auditor-Controller's Office, the parties have entered into a Financial Operations Agreement that further defines duties, responsibilities, and obligations in addition to and as outlined above, including but not limited to reporting and audit requirements. This Financial Operations Agreement (FOA) is hereby incorporated in its entirety as of the date this Memorandum of Understanding is approved by the Board of Supervisors and as may be amended from time to time.

Section 2. CONTRIBUTIONS

The monthly contribution is nine hundred and forty dollars (\$940.00).

Section 3. OTHER BENEFITS

- A. Long-Term Disability Insurance: The County will pay directly to RSA on or before the first date of each month an amount equal to fourteen dollars (\$14.00) times the number of eligible employees in the Unit per pay period excluding free pay periods. Those monies shall be applied by RSA toward the payment of premiums for long-term disability and other health and welfare benefits for those employees under a plan or plans selected by RSA.
- B. Deferred Compensation: The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to the maximum contribution total in any one (1) (calendar year) in accordance with the Internal Revenue Service (IRS) guidelines.

Section 4. REPORTING AND AUDIT

Additional Reporting Requested: The RSA Trust shall require and maintain appropriate documentation to substantiate the appropriate Status Event and application of the consistency rule for each election made outside of new hire/eligibility status or annual enrollment. The RSA Trust shall make such documentation available when requested by the County.

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ARTICLE XVI **SENIOR PROGRAMS/PROMOTIONAL PROCEDURES**

Section 1. SHERIFF'S DEPARTMENT CORRECTIONAL SENIOR PROGRAM

Senior Position Allocation. Ten percent (10%) of the authorized positions for Correctional Deputy and Correctional Corporal for each facility will be appointed to Senior classifications.

Employees Affected. Sheriff's Department employees classified as Correctional Deputy II/Corporal.

Senior Classifications. Employees appointed to Senior positions shall be classified as Senior Correctional Deputy/Corporal as applicable.

Eligibility: Employees who:

- have completed two thousand, eighty (2,080 hours) in paid status not inclusive of overtime of continuous service in their classification.
- are performing at a competent level in their present assignment.
- have a competent E.R.

Basic Provisions

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

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The tie shall cease to exist when one (1) of the candidates in position number one (1) is designated as Senior.

- G. An employee "eligible" for a Senior position who is voluntarily transferred to a different correctional facility, shall be placed on the existing eligibility list of the new correctional facility in the current position number six (6), or if there are fewer than six (6) persons on the list, in the last position.
- H. An employee "eligible" for a Senior position who is "involuntarily" transferred to a different correctional facility, shall be placed on the existing eligibility list of the new correctional facility in tie with the same position currently held at the previous correctional facility. The tie shall cease to exist when one (1) of the candidates in the tied position is designated as Senior.
- I. Corrections Seniors transferred internally between R.P.D.C. and RCRMC, will not lose their Senior status. In addition, any Corrections Senior transferred from any correctional facility to a specialty unit (i.e. Planning, Headcount Management Unit (HMU), Personnel, Ben Clark Training Center (BCTC) or Court Services) will not lose their Senior status.
- J. The President of the Association, if a Senior employee at the time of election, shall retain their Senior classification while serving as Association President. The President may also be appointed to a Senior classification under the correctional facility assigned before serving as President, if eligible.
- K. Following reinstatement from dismissal and/or the setting aside/modification of a suspension, no employee shall be awarded service points for the time period of dismissal or suspension for use in subsequent promotional testing processes only.

Salary. The employee shall be placed on the same step of the new salary grade as they previously held on their former salary grade (approximately five percent (5%)).

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

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

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

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A standardized rating form with instructions, developed jointly by the Sheriff and the RSA President, or their designees, shall be used by each assessment board member in evaluating each applicant. The rating form shall be averaged to obtain the applicant's final score. Applicants with a final score of seventy percent (70%) or greater shall be placed on the Candidates Eligibility List in descending order of scores. Notification and posting of the eligibility list shall follow the promotional procedure. There shall be eligibility lists for Correctional Deputies/Corporals. The Sheriff shall promote to the Senior classifications from the top six (6) candidates on the eligibility list appropriate for the vacant position.

One or more assessment board shall convene and develop an eligibility list once every two (2) years. If an eligibility list has six (6) or fewer names, the Sheriff may convene assessment boards to develop a new Candidates' Eligibility List, which will expire at the end of the original two (2) year testing. No candidate shall remain on a list for a period longer than twenty four (24) months without retesting.

Each assessment board shall consist of five (5) members. Each member of the board is to be a Department member with relevant knowledge and experience to those job classifications to be evaluated. The chairperson will be a lieutenant or above, chosen by the Sheriff. The remaining board members shall be chosen, two (2) by the Department and two (2) by RSA.

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

Other Provisions

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

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Section 2. SHERIFF'S CORPORAL, INVESTIGATOR I, AND CORRECTIONAL CORPORAL, PROMOTIONAL PROCEDURES EXAMINATION PROCESS

- A. The examination process for each of these classifications shall include a written examination administered by the Human Resources Department with a weight of fifty percent (50%), an oral examination conducted by the Sheriff's Department with a weight of twenty percent (20%), and an evaluation of promotability conducted by the Sheriff's Department with a weight of thirty percent (30%). Candidates must attain a passing score on the written examination in order to compete in the oral examination and promotability evaluation portions of the examination process.
- B. The Human Resources Department will compute the final combined, weighted score for the examination process for each candidate, based upon the three (3) elements of the process described above.
- C. The County shall make every effort with respect to the written promotional examination to provide specific source or reference material from which questions and answers have been derived and shall communicate it to the candidates at the time of the examination announcement.
- D. Any candidate found sharing current written or oral examination questions or answers while the examination process is in progress will be immediately removed from the promotional process and be ineligible to participate in the then current promotional cycle in the same testing period.

Examination Process Results

- A. The Human Resources Department will notify all candidates by department email of their individual examination results including the score received on each examination and the final combined, weighted score.
- B. The Human Resources Department shall provide the Sheriff's department with a list of eligible candidates in descending order, based upon the combined, weighted scores. The list shall not contain actual scores, but will indicate those candidates having received tied scores who therefore occupy the same position on the list. The Sheriff's department shall post copies of the above list on each bureau and station bulletin board.
- C. The results of the examinations and evaluation of promotability shall not be grievable. However, a grievance can be filed if it is alleged that the promotional process itself was not followed.

Selection: The first selection for each position to be filled shall be made from either the top ten percent (10%) of those candidates available for the assignment, or the top six (6) candidates (including all persons tied for the sixth (6th) position) of those available for the assignment, whichever is greater.

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Availability:

- A. Candidates shall state their availability for promotional positions at particular station locations at the time of the oral examination.
- B. Amendments to a candidate's statement of availability must be made in writing on forms provided by the Sheriff's department. Not more than three (3) amendments will be allowed during the period for which the eligible list has been established.

Candidate's Right to Waive: Candidates may waive no more than two (2) offers of promotion. Waiver of a third (3rd) offer of promotion shall result in the candidate's name being removed from the eligible list for the duration of the list.

Section 3. SHERIFF'S CAREER INVESTIGATOR PROGRAM (CIP)

A. PROGRAM OBJECTIVES

- 1. To offer career growth to Sheriff's Investigators.
- 2. To provide skilled peace officer an alternative to management roles that they may not choose to pursue.
- 3. To provide skilled peace officers an incentive to become an investigator prior to competing for a supervisory position.
- 4. To obtain fair and equitable compensation and advancement for demonstrated career oriented criminal investigation expertise.
- 5. To provide retention incentive that will assist the Sheriff in maintaining a skilled and experienced investigative staff.

B. POSITIONS

- 1. Sheriff's Investigator I is the entry-level class of criminal investigator in the Sheriff's Department.
- 2. Sheriff's Investigator II is the journey level class of criminal investigator in the Sheriff's Department.
- 3. Sheriff's Lead Investigator III is the specialist and mentor level class of criminal investigator in the Sheriff's Department.
- 4. Sheriff's Master Investigator IV is the lead class of criminal investigator in the Sheriff's Department.

C. CAREER GROWTH

- 1. Sheriff's Investigator I is the entry-level class of criminal investigator in the Sheriff's Department.

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- a. PROBATIONARY PERIOD - The probationary period for all positions contained in this program is - thousand, forty (1,040) hours for internal candidates and three-thousand, one-hundred and twenty (3,120) hours in paid status not inclusive of overtime for external candidates. An internal candidate who fails to successfully complete the probationary period will be returned to the classification he/she promoted from in accordance with the terms of this MOU. An external candidate who fails to successfully complete the probationary period will be released from employment with the department.
- b. On promotion, the new salary shall be at the rate equal to approximately two (2) steps higher than that paid on the salary plan/grade for the former position, unless the new salary plan/grade will not support such a rate increase, in which event the new rate shall be at the top step of the new salary plan/grade. The effective date of all promotions shall coincide with the first day of the pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.
2. Sheriff's Investigator II - All employees in the classification of Sheriff's Investigator I who:
 - a. have successfully completed the designated probationary period as a Sheriff's Investigator I; and
 - b. have received at least a "meets standard" evaluation while in the rank of Sheriff's Investigator I; if the employee has not received an evaluation by the completion of the designated probationary period, the employee shall immediately notify their supervisor in writing. If an evaluation has not been received within thirty (30) calendar days of providing written notice to the supervisor, this requirement will have been deemed met for purposes of advancement;
 - c. shall automatically be advanced to the rank of Sheriff's Investigator II effective the first pay period following departmental verification that the employee has completed these requirements.
 - d. As the employee remains on the same pay scale there shall be no promotional pay increase. The employee will receive his/her usual step increase in accordance with the step advancement provisions of the MOU.
3. Sheriff's Lead Investigator III - All employees in the classification of Sheriff's Investigator II who:
 - a. have completed six-thousand, two-hundred and forty (6,240) hours in paid status not inclusive of overtime in the rank of Sheriff's Investigator II;

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- b. possess an Intermediate P.O.S.T. certificate;
- c. have completed fifteen (15) semester or twenty two (22) quarter units at an accredited college or university;
- d. have completed the CORE investigative training courses designated by the department (one hundred and twenty (120) hours of training);
- e. have completed the number of post-CORE training hours required by the department from the department approved training matrix (one hundred and twenty (120) hours of additional training);
- f. have received at least a "meets standard" evaluation in their last two (2) most recent annual performance evaluations while holding the rank of Sheriff's Investigator II; if the employee has not received an evaluation following the completion of the annual evaluation period, the employee shall immediately notify their supervisor in writing. If an evaluation has not been received within thirty (30) calendar days of providing written notice to the supervisor, this requirement will be deemed met for purposes of advancement.
- g. have completed the two (2) required departmental benchmarks and two (2) of the six (6) elective benchmarks; and
- h. have successfully completed the automated career investigator test proctored by the Human Resources Department;
 - (1) Unsuccessful candidates shall be permitted to retake the automated career investigator test proctored by the Human Resources Department six (6) months after their most recent test.
- i. shall be advanced to the rank of Sheriff's Lead Investigator III effective the first pay period following departmental verification that the employee has completed these requirements.
- j. Upon advancement from the II to III, the new salary shall be at the rate equal to approximately two (2) steps higher than that paid on the salary plan/grade for the former position, unless the new salary plan/grade will not support such a rate increase, in which event the new rate shall be at the top step of the new salary plan/grade. The effective date of advancements shall coincide with the first day of the pay period
- k. Placement on the new wage scale will not alter the employee's anniversary date. The intent of this Article is for career advancement and as such the incumbent(s) placement on a new wage scale will not alter the employee's anniversary date.

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- I. The County shall make every effort with respect to the automated career investigator test to provide specific source or reference material from which questions and answers have been derived and shall make this information available to the candidates.
4. Sheriff's Master Investigator IV - All employees in the classification of Sheriff's Lead Investigator III who:
 - a. have completed four-thousand, one-hundred and sixty (4,160) hours in paid status not inclusive of overtime as a Sheriff's Lead Investigator III;
 - b. possess an Advanced P.O.S.T certificate;
 - c. have completed twenty (20) semester or thirty (30) quarter units at an accredited college or university;
 - d. have completed the number of additional post-CORE training hours required by the Department from the Department approved training matrix (one hundred and twenty (120) hours of training beyond the one hundred and twenty (120) hours required for the Sheriff's Lead Investigator III position);
 - e. have received at least a "meets standard" evaluation in their last two (2) most recent annual performance evaluations while holding the rank of Sheriff's Lead Investigator III; if the employee has not received an evaluation following the completion of the annual evaluation period, the employee shall immediately notify their supervisor in writing. If an evaluation has not been received within thirty (30) calendar days of providing written notice to the supervisor, this requirement will be deemed met for purposes of advancement.
 - f. have completed all eight (8) of the departmental benchmarks; and
 - g. have successfully completed an oral examination conducted by the Department, which consists of the presentation to a panel selected by the Department of a major investigation they conducted that demonstrates master level skills;
 - (1) Unsuccessful candidates shall be permitted to retake the oral examination six (6) months after their most recent attempt.
 - h. shall be advanced to the rank of Sheriff's Master Investigator IV effective the first pay period following departmental verification that the employee has completed these requirements.
 - i. Upon advancement from the III to IV, the new salary shall be at the rate equal to two (2) steps higher than that paid on the salary plan/grade for the former position, unless the new salary

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plan/grade will not support such a rate increase, in which event the new rate shall be at the top step of the new salary plan/grade. The effective date of advancements shall coincide with the first day of the pay period.

- j. Placement on the new wage scale will not alter the employee's anniversary date. The intent of this Article is for career advancement and as such the incumbent(s) placement on a new wage scale will not alter the employee's anniversary date.
- D. **PANELS**. The panel shall consist of a Captain, Lieutenant, Sergeant and two (2) Sheriff's Master Investigators IV, all of whom shall have substantial experience in major investigations.
- E. **TRAINING**. The Department will ensure that the above referenced required core training classes are taught at the Ben Clark Training Center or other suitable training facilities. Sheriff's Investigators will be assigned to required core-training courses. The Department will make every effort to make such required courses available to employees in a timely manner.
- F. **QUALIFICATIONS**. Applicants must meet the minimum qualifications for the classifications as outlined on the official job description for each position. Applicants must also meet all training requirements and P.O.S.T. certification requirements for each position. Following reinstatement from dismissal and/or the setting aside/modification of a suspension, no employee shall be awarded service points for the time period of dismissal or suspension for use in subsequent promotional testing processes only.

Section 4. DISTRICT ATTORNEY INVESTIGATOR CAREER PLAN

INTRODUCTION:

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

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

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

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

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

INTENT OF PLAN:

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

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

PROGRAM OBJECTIVES:

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

EMPLOYEES AFFECTED:

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

POSITIONS:

- A. DISTRICT ATTORNEY INVESTIGATOR A & B. District Attorney Investigator is the first working level of criminal and civil investigation in the District Attorney Investigator series. They may possess less investigative experience than a

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Senior District Attorney Investigator, however, they possess expertise in a highly specialized field of investigation.

- B. SENIOR DISTRICT ATTORNEY INVESTIGATOR. Senior District Attorney Investigator is the advanced level position for sworn peace officers within the District Attorney's office. This level of peace officer performs the full range of investigative work and differs from that of the lower level District Attorney Investigator class in that the Senior District Attorney Investigator has had a greater amount of investigative experience.
- C. SENIOR DISTRICT ATTORNEY INVESTIGATOR A. Senior District Attorney Investigator A's are peace officers who possess the same level of experience as the Senior District Attorney Investigator and perform similar duties, however, they possess an Intermediate P.O.S.T. certificate.
- D. SENIOR DISTRICT ATTORNEY INVESTIGATOR B. Senior District Attorney Investigator B's are peace officers who possess the same level of experience as the Senior District Attorney Investigator and perform similar duties, however, they possess an Advanced P.O.S.T. certificate.
- E. SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB. Senior District Attorney Investigator IIB is a highly skilled specialist in law enforcement investigations and operations, who may also be charged with some functional supervisory related tasks or other specialized skills applicable to investigative responsibilities for the District Attorney's office. The number of positions may equal up to 35% of the total number of incumbent District Attorney Investigators.
- F. SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB. Senior District Attorney Investigator IIIB. This is a highly skilled individual in law enforcement investigations and operations who also assumes functional supervisory responsibilities over subordinate investigators when so designated by the Chief District Attorney Investigator or his designee. The number of positions may equal up to 37% of the total Sr. District Attorney Investigator IIB class.

ELIGIBILITY:

The eligibility requirements for District Attorney Investigator and Senior District Attorney Investigators A, B, IIB, AND IIIB are outlined in Qualifications. Following reinstatement from dismissal and/or the setting aside/modification of a suspension, no employee shall be awarded service points for the time period of dismissal or suspension for use in subsequent promotional testing processes only.

PROBATIONARY PERIOD:

Probationary periods for all positions contained in this program shall be consistent with previously established policy as outlined in Article VI, §1 of this MOU between the County of Riverside and the Riverside Sheriff's Association.

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BASIC PROVISIONS:

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

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

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

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

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

INSIGNIA:

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

APPOINTMENT PROCESS:

When notification of the testing process is made via the Bureau of Investigation, employees meeting the eligibility requirements may apply for placement on the candidates eligibility list by completing a standardized county application form and submitting the application to the District Attorney Department's internal Human Resources unit. Employees shall attach one copy each

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of his/her resume (not to exceed five pages) and last two performance appraisal records to the application.

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

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

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

The District Attorney Department's internal Human Resources unit shall be responsible for computing each applicant's final score. All rating forms for an applicant shall be averaged to obtain the applicant's final score. Applicants with a final score of seventy percent (70%) or greater shall be placed on the appropriate eligibility list in descending order of scores. A separate eligibility list shall be developed for both the Senior District Attorney Investigator IIB classification and the Senior District Attorney Investigator IIIB classification. The Chief District Attorney Investigator shall issue a formal memorandum to each applicant, identifying the names of those applicants who have been placed on the appointment eligibility list. Applicants may contact the District Attorney Department's internal Human Resources unit for their individual examination results.

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

ASSESSMENT PANEL:

An assessment panel under this program shall be comprised of five (5) members. The assessment panels shall be comprised of members as designated by the District Attorney and/or the Chief District Attorney Investigator.

QUALIFICATIONS

SENIOR DISTRICT ATTORNEY INVESTIGATOR A

1. Possession of a valid California driver's license.
2. High School graduate (or GED equivalent).
3. Completion of thirty (30) semester or forty five (45) quarter units at a state recognized college or university is desirable.

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4. Three (3) years of criminal or civil investigative experience in a sworn status for a civilian governmental law enforcement agency that included, as a primary responsibility, the performance of field investigations.
5. Possession of an Intermediate P.O.S.T. certificate.

SENIOR DISTRICT ATTORNEY INVESTIGATOR B

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

SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB

Option 1:

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

Option 2:

1. Four-thousand, one-hundred and sixty (4,160) hours in paid status not inclusive of overtime experience as a Senior District Attorney B with the County of Riverside.

SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB

1. Two-thousand and eighty (2,080) hours in paid status not inclusive of overtime experience as a Senior District Attorney Investigator IIB with the County of Riverside.

NOTE:

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

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

TESTING

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

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

Terms and Conditions of Employment Between the County and the RSA

- a. Evaluation of experience and positional performance – eighty (80) points
 - b. Evaluation of education – Two (2) to five (5) points as follows:
 - 1. Thirty five (35) college units – two (2) points
 - 2. AA/AS or equivalent units – three (3) points
 - 3. BA/BS degree – four (4) points
 - 4. MA/MS degree – five (5) points
 - c. Written Exam – five (5) points
 - d. Oral Interview – ten (10) points
2. Senior District Attorney Investigator IIIB scoring guidelines for Assessment Panel Evaluators:

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

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

Terms and Conditions of Employment Between the County and the RSA

ARTICLE XVII **MODIFIED AGENCY SHOP**

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

Subject to Section 17, Dues Deduction of Employee Groups, Employee Relations Resolution of the County, upon the voluntary written authorization of representation unit employees, the County shall deduct and remit to RSA dues for members of RSA.

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

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

The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit member to remain a member in good standing of RSA or to pay the equivalent of RSA dues during the term of this agreement shall constitute, generally, just and reasonable cause for termination.

The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) working days or more after such submission.

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

Whenever a unit member shall be delinquent in the payment of dues or fees, RSA shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Employee Relations Division Manager. In the event the unit member fails to cure said delinquency, RSA shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws and are specifically excluded from the Grievance Procedure Agreement or termination.

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

RSA shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members of RSA within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President

Terms and Conditions of Employment Between the County and the RSA

and Treasurer or corresponding principle officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

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

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

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

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

Terms and Conditions of Employment Between the County and the RSA

ARTICLE XVIII **LABOR/MANAGEMENT COMMITTEE**

The County and RSA agree to a Labor-Management Committee, that may meet County-wide and/or bargaining-unit specific, and will meet as mutually agreed to discuss issues of mutual interest. The Association shall be allowed no more than three (3) employees per bargaining unit to attend such meetings with release time.

Terms and Conditions of Employment Between the County and the RSA

ARTICLE XIX **UNIFORMS, EQUIPMENT AND PARKING**

Section 1. RAIN GEAR

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

Section 2. SAFETY VESTS

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

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

Section 3. BATONS

The Sheriff and the District Attorney may, at their discretion, change the type of batons issued to RSA members, so long as all meet and confer obligations are fulfilled prior to such change taking place.

Section 4. PERSONAL WEAPONS

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

Section 5. UNIFORMS

Each employee shall be issued uniforms. The County shall report the monetary value of the uniforms to CalPERS. The monetary value of issued uniforms is not issued as a cash payment to the employee. The monetary value of uniform amounts range from \$95 to \$925 per calendar year depending on classification/assignment.

Section 6. PARKING

Employees who choose to utilize County parking areas may be required to pay up to \$10 per month to park in County surface lots and up to \$55 per month to park in parking structures.

SIDE LETTER TO THE

2012 - 2016

MEMORANDUM OF UNDERSTANDING
(Hereinafter "MOU")

BETWEEN

RIVERSIDE SHERIFFS' ASSOCIATION, LAW ENFORCEMENT UNIT
(Hereinafter "RSA")

AND

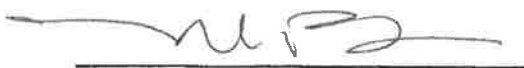
THE COUNTY OF RIVERSIDE
(Hereinafter "County")

The parties hereto agree amend the 2012-2016 MOU between the County and RSA to add the following language Article IV, Section 3(A):

Effective June 1, 2014, the Special Weapons and Tactics Team (SWAT) of the Special Enforcement Bureau (SEB) will have no fewer than sixteen (16) sworn SWAT personnel, inclusive of Sergeants, available for emergency activations at all times. For the purposes of this side letter, "available for emergency activations" means that an employee is either in an on-duty status or placed specifically on standby duty. When placed specifically on standby duty, employees will be paid in accordance with Article IV, Section 3(A) of the MOU.

Signed this 22 day of May 2014, at Riverside, California.

For County of Riverside



Michael T. Stock
Asst. CEO/Human Resources Director

For RSA-LEU



Robert Masson
President of RSA

Exh. 16

Submitted by

RSA

10/17

Item 9.1

(date)

Exclusive Representative.

HEARING HELD: June 21-22, 2017

RSA Panel Member: Douglas Olins, Esq.

FACT-FINDING REPORT

BACKGROUND

1. The County of Riverside ("County") is a municipality within the meaning of Government Code Section 3505.5(d)).
2. The Riverside Sheriffs Association ("RSA") is a recognized employee organization and has been duly recognized as the representative of the County's sheriffs bargaining unit.
3. The parties to this factfinding have complied with the public notice provisions of Government Code section 3505.4
4. The parties have complied with the selection of the Factfinding Panel and are timely and properly before the Panel by agreement to waive the timelines for holding the panel hearing.
5. The parties have complied with all the requirements for selection of the Factfinding panel and have met or waived the statutory time limitations applicable to this proceeding.

GUIDING CRITERIA

- (1) State and federal laws that are applicable to the employer.
- (2) Local rules, regulations, or ordinances.
- (3) Stipulations of the parties.
- (4) The interests and welfare of the public and the financial ability of the public agency.
- (5) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.
- (6) The consumer price index for goods and services, commonly known as the cost of living.
- (7) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (8) Any other facts, not confined to those specified in paragraphs (1) to (7), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations.

NEGOTIATION PROCESS PRIOR TO FACT-FINDING

RSA and the County have had a long history of collective bargaining for the Law Enforcement Bargaining Unit. The most recent MOU between the parties expired on June 30, 2016. The parties had nineteen negotiating sessions, commencing on July 11, 2016 and concluding on February 16, 2017, when the County made its last, best and final offer (LBFO). On March 1, 2017, the County declared impasse. The parties met unsuccessfully in mediation on March 27 and April 11, 2017.

Factfinding sessions were held on June 21 and June 22, 2017, with the parties meeting on both evenings in an effort to reach a tentative agreement (TA). The parties believed that they had reached a TA on the evening of June 22, 2017, but after review of the final document provided by the County, there were issues that needed to be resolved.

A TA acceptable to both the County's negotiators and the RSA negotiators was reached and was submitted to RSA'S membership for a ratification vote. RSA members voted to not ratify the TA. Despite efforts by the parties to agree upon several procedural issues in order to conduct a second ratification vote, there was no agreement, and the parties requested that the panel should issue a factfinding report

THE ISSUES TO BE RESOLVED

The issues that were in dispute over more than a year of negotiations were somewhat unique in that the inability to reach an agreement was not only compensation and benefits issues, the County sought changes of a substantial number of long-standing MOU provisions. While there were large monetary cuts, other difficult issues were not based on compensation. Rather, these language policy proposals were demanded in order to improve management control of what it considered to be inefficient language, ranging from discipline, scheduling, management rights, and promotion and demotion procedures. For many of these issues MMBA criteria do not provide guidance in issuing this report.

Notwithstanding the very difficult and sensitive issues sought by the County, the parties' efforts to reach a compromise and an agreement were extraordinary. After long hours of negotiations of the two bargaining teams with all panel members seeking a pathway to an agreement, the parties were unable to reach a tentative agreement. Additional efforts between the parties ultimately enabled the parties to agree upon a TA. The RSA members did not ratify the TA. However, in my view the elements of the TA are consistent with the rationale of the mandate of Government Code 3305.4(d). Thus, it is my conclusion that a report based upon the TA represents a report that meets the rationale of the purpose of the factfinding procedure. In the few issues that I made a recommendation that were more detailed in my determination, I considered the MMBA criteria as best as they can apply to the proposal. In particular I took into consideration of the County's financial issues that will be impacted by pension contributions, and RSA's concerns that reduced compensation and benefits have adversely increased loss of personnel, and "The interests and welfare of the public...."¹

COUNTY ISSUES

1. Definitions in the MOU - The County proposed to remove the words "temporary" and "seasonal" from the definitions section of the MOU because the County contends RSA does not represent temporary or seasonal employees. The parties agreed to include it in the TA, and that is my recommendation.
2. Art. I, Term of agreement- July 1, 2016-June 30, 2019- The parties agreed to include this term in the TA, and that is my recommendation.

¹ Where I have stated that I am making a recommendation of the TA pursuant to the County's proposal, I specifically mean the TA that the parties ultimately agreed to dated August 1, 2017 even though the County's original proposal may have been modified during negotiations.

3. Art. III, Waiver of bargaining- The County proposed removal of the MOU's "Waiver of Bargaining" article whereby the parties mutually waive any obligation to meet and confer on negotiable subjects during the term of the MOU. The County sought the ability to make policy and procedure changes during the term of an MOU. It is my recommendation that the current language be retained.

4. Art. III, Management rights- The County proposed to have the RSA agree in a separate written document that the management rights provision of the County's Employer Employee Relations Resolution is applicable to the RSA. The RSA TA'd that proposal. The TA is my recommendation.

5. Art. IV, Work periods and overtime with sunset clause - The current normal work schedule is 10 days of 8 hours, except for certain classifications. The County's last, best and final offer proposed to change this work schedule to a 14-day Fair Labor Standards Act (FLSA) work schedule for employees engaged in law enforcement activities as defined by the FLSA. Under the FLSA, the overtime threshold for this work schedule is 86 hours in the 14-day work period. This would gain the County approximately \$12.2 million in savings annually. In the TA, the County agreed to modify what was in their last, best and final offer to an overtime threshold of 84 hours in the 14-day work period and that employees would receive overtime after 14 hours in a day. The parties TA is my recommendation.

6. Art. IV Work schedules- There are various work schedules in the MOU which are directly tied to an employee's classification. The County proposed to eliminate reference to the classification and simply apply the work schedules to all employees. The parties agreed to include it in the TA, and that is my recommendation.

7. Art. IV, Donning and doffing-. An existing Sheriff's Department policy allows employees, if they choose, 10 to 20 minutes at the start of their shift, and 10 minutes at the end of their shift, to don and doff equipment and uniform. Under the current state of the law, the Sheriff's Department is not required to pay employees for donning and doffing equipment and uniform. The parties agreed to include this provision in the TA, and that is my recommendation.

8. Art. IV, Lunch periods - The County proposes language that all employees will receive a 30-minute unpaid meal period, unless the employee is not entirely relieved of duty. RSA counter-proposed a 30-minute paid meal period for all employees. The parties made additional changes in their TA and the parties' TA is my recommendation.

9. Art. IV, Court call back- The County proposed to reduce court call back pay from a minimum of four hours to a minimum of one hour. If a RSA employee is called to court on County related business during off-duty hours, the employee currently receives a minimum of four hours of pay, even where the actual time spent is less than four hours. RSA argued that the current four hour policy is based on the frequent and long freeway drives both to and from court even if they have a short period of time in court or their appearance ultimately proves unnecessary. The TA compromised the parties' positions and agreed to two hours of court call back pay. The parties agreed to include a two hour call back pay in the TA, and that is my recommendation.

10. Art. IV, Evening and night shift differential- The County sought to eliminate an evening and night shift differential paid to Deputy Coroners and Correctional Counselors who work these shifts, which would save the cost of \$22,105 annually. RSA argued that the shift differential

should continue because unlike most other classifications in the RSA unit, Deputy Coroners and Correctional Counselors do not receive a safety retirement formula. The was County withdraw this proposal and this proposal was not included in the TA. It is my recommendation that there should be no change of this provision.

11. Art. IV, Corrections transportation premium- The County proposed to clarify existing language in the MOU that the corrections transportation premium should be paid only to the deputy operating the inmate transport vehicle. The County sought that MOU language be clarified to provide that the transportation premium is paid only to the deputy operating the inmate transport vehicle. RSA counter-proposed that the premium be extended to any employee in the vehicle who maintains a Class B license. RSA agreed to a TA on this subject because it did not want the LBFO to be implemented without an overall TA. The parties agreed to include the County's position in the TA, and that is my recommendation.

12. Art. IV. SWAT- The County proposed to eliminate the requirement for 16 deputies on standby at all times. Under an existing 2014 Side Letter Agreement, the County is required to have 16 SWAT deputies on standby at all times. Those on standby during non-working hours receive pay equal to one hour of straight time for every eight hours on standby. The County paid \$1,077,148 for deputies on SWAT standby the last fiscal year. The overall cost savings to the County is the most paramount factor and for this reason, the requirement for 16 SWAT officers on stand-by at all times should be eliminated.

According to RSA the County sought to eliminate a written agreement of the parties, which settled a grievance, to allocate a specific number of deputies to be on standby at all times for circumstances where the SWAT team was to be utilized. This enabled a high level of readiness in the event of a SWAT callout. Otherwise, SWAT team members would not know when they would be called on their off-duty time and might not be available for a variety of reasons. This in turn would interfere with the ability of the Department to meet its law enforcement needs in a timely fashion. While RSA agreed to the County's proposal as part of the TA in order not to have the LBFO imposed, it recommended that the Neutral Factfinder rule that the parties' 2014 Side Letter should be found as appropriate so that sixteen SWAT personnel, inclusive of Sergeants, be available at all times. It argued that it is clearly in the interests and welfare of the public as stated in Government Code Sec. 3505.4(d)(4) and the County has the ability to pay for its costs. While the RSA's position is understandable, the parties agreed to include the County's position in the TA, and that is my recommendation.

13. Art. V, Defining paid status- The County proposed that it exclude employees on workers' compensation temporary total disability. It affects non-safety employees in the bargaining unit or safety employees that exhaust his/her one year on leave pursuant to Labor Code Sec. 4850. The parties agreed to include this proposal in the TA, and that is my recommendation.

14. Art. V, Voluntary Demotion to Correctional Deputy or Deputy Coroner - The County proposed to add language to the MOU that when a deputy sheriff or deputy sheriff trainee voluntarily leaves his/her classification to accept a correctional deputy or deputy coroner position, he/she waives property rights to the former position. RSA's position was that proposal was unfair to deputy or trainee in that property rights are an important part of public employment and that making such a request should not automatically annul such rights to the Deputy Sheriff or Deputy Sheriff Trainee classifications. The County withdrew the proposal. The proposal was not included in the TA, and that is my recommendation.

15. Art. VI, Probationary period- The County proposed to increase the probationary period for Sheriff's Corporals and Sheriff's Investigators from 12-months to 18-months. The County has experienced situations where it failed an employee during probation that may have passed probation with a little more training. The parties agreed to include it in the TA, and that is my recommendation.

16. Art. VI, Probationary Period - After Transfer to New Position- The County proposed that all employees who promote, demote or transfer must serve the equivalent of the entire initial probationary period for the new class. Currently, an employee in probationary status, who promotes or transfers to another class, serves an initial probation of six months in the new class. If the new class has a probationary period of one year, the employee has either a six-month probationary period, or the difference between one year and the number of actual hours in a paid status, whichever is greater, following the change.

RSA argued that an employee who voluntarily demotes to a position should not have a new probationary period in that classification in that the employee has already successfully completed a probationary period in a higher classification and it would serve no useful or legitimate purpose to have a new probationary period in a lower classification. RSA agreed as part of an overall TA so that the LBFO would not be imposed. The parties agreed to include this proposal in the TA, and that is my recommendation.

17. Art. VI, Retirement Contributions - The County proposed to eliminate classifications which receive a retirement off-set. Employees hired prior to June 5, 2012 received a salary increase as an off-set to the County's reduction in picking-up employee member contributions to CalPERS equal to a 4% increase for safety and 3% for miscellaneous. This resulted in new sub-classifications for the purposes of those with the off-set and those without. Based on these considerations, the County recommended that the OS classifications be eliminated with those in the OS classifications moved up to the nearest non-OS salary step and then Y-rated (frozen) until their current salary step is exceeded by the salary they would receive under the non-OS class. While RSA argued that the off-set should continue because employees pay their full member contributions, it agreed to this provision in order to achieve a TA. The parties agreed to include the proposal in the TA, and that is my recommendation.

18. Art. VI, Deputy Coroner Retirement- The MOU states that RSA may seek legislation, court action, or other means to extend the safety retirement formula to deputy coroners and that the County shall not "oppose" such efforts. The County proposed to eliminate this language. It basically places a "gag order" on elected officials, including the Sheriff who has no power to ratify the MOU. RSA agreed to withdraw current MOU, and that County proposal is my recommendation.

19. Art. VI, Vacation Change Notice- Currently, no change may be made to an employee's scheduled use of vacation unless the employee receives a 30-day notice, unless staffing levels are projected to be abnormally low for at least one work period. The County proposed to change this to one work shift. The County withdrew this proposal, and it is my recommendation that there should be no change.

20. Art. VI, Personnel Files- The MOU states that the County will comply with the Labor Code and Government Code with respect to personnel files. The County proposed to eliminate this language as it is already a statutory right. The County withdrew that proposal, and it is my recommendation to maintain the status quo.

21. Art.7, Sick Leave Cash Outs - Employees who retire, or who died, with 5 to 15 years of continuous service may cash out 50% of sick leave; employees with more than 15 years, 100%. This is subject to a 960 hour cap. The County proposed to clarify that a break in County employment of more than 90 days is not "continuous service." RSA agreed to the proposal, and that is my recommendation.

22. Art. VII, Pregnancy Disability Leave - The MOU contains a provision that mandates a note from an employee's physician after her sixth month of pregnancy and if the employee wishes to return less than one calendar month after delivery. The County proposed to eliminate this provision and provide benefits consistent with the law. This proposal was in the TA, and that is my recommendation.

23. Art. VII, Release Time for the RSA President - The County proposed to eliminate paying overtime to the RSA President for performing RSA business. RSA agreed to this proposal, and that is my recommendation.

24. Art. VII, RSA Release - The County proposed to clarify that in each fiscal year, authorized RSA representatives' cumulative release time with pay shall not exceed 80 hours. The parties agreed to include it in the TA, and that is my recommendation.

25. Art. IX Holidays - Currently, a member who works on a County holiday receives holiday pay that is equal to 8 hours plus one-half of the hours actually worked, in addition to the straight time for hours worked. The County proposed to eliminate this "one-half pay." The parties agreed to include this proposal in the TA, and that is my recommendation.

26. Art. XII Discipline- The County has an external discipline matrix setting forth many details of discipline process and penalties for categories of misconduct. The County proposed to eliminate the matrix entirely and follow the MOU on discipline and the law. RSA countered that the matrix should not be eliminated. The County withdrew its proposal. The parties agreed to retain the status quo, and that is my recommendation.

27. Art. XII; Causes for Discipline - There is a list of 16 items of misconduct in the MOU which are causes for discipline. The County proposed to add, as an additional cause, "any other employee misconduct which is not on the above list." The parties agreed to retain the status quo. The proposal was not included in the TA, and that is my recommendation.

28. Art. XII, Inability to Perform Essential Functions - Currently, the loss of the legal right to carry a firearm, or to operate a motor vehicle, of 30 days or less is not cause for discipline and the employee may be placed on modified duty at the Department's discretion. The County proposed that such loss in the ability to perform essential functions of the job be considered a cause for discipline and the employee shall be placed on unpaid leave for up to 30 to 40 days. In addition, the County proposed that a loss exceeding 30 days shall provide cause to separate the employee from employment. RSA asserted that the Sheriff's Department should be required to make a reasonable accommodation for employees who are temporarily unable to access their firearm or vehicle. There are many bargaining unit employees in the Department that currently have modified duty both under these circumstances or otherwise. RSA agreed to this proposal as part of an overall TA so that the LBFO would not be imposed. The parties agreed to include this proposal in the TA, and that is my recommendation.

29. Art. XII, Discipline, Standard of Review in Discipline Appeals - The MOU language permits arbitrators to exercise independent judgment in determining the appropriate level of discipline. The County proposes that if the hearing officer finds the charged misconduct occurred, he/she will defer to the penalty imposed by the Sheriff, unless he/she finds the imposed discipline was excessive. As best as I was able to determine, the status of this proposal, was not included in the TA. If the proposal were adopted, it would undermine the arbitration process. In any event my recommendation is to maintain the status quo.

30. Art. XII, Reinstatement After Termination - A terminated employee is immediately returned to duty if his/her termination is reversed after a disciplinary appeal. The County proposed that a terminated employee may not be reinstated to full duty until after successful completion of a pre-reinstatement background investigation and physical and mental examinations, but shall be on paid administrative leave during the pendency thereof. The parties agreed to include this proposal in the TA, and that is my recommendation.

31. Art. XV, Contribution to RSA Benefit Trust - The County proposed that the County increase the payment into the RSA medical benefit trust for retirees from \$25 per pay period to \$100 per pay period. The benefit helps retired deputies with their medical insurance payments until they reach Medicare age at 65. As many law enforcement members retire at age 55, there is a huge gap between retirement and Medicare eligibility. The cost of a \$25 contribution is approximately \$1.3 million dollars per year. Accordingly, the acceptance by RSA of the proposed contribution from the County should stand as justified and accepted by RSA. The parties agreed to include it in the TA, and that is my recommendation.

32. Art. XVI, Path to Sergeant- The MOU provides that when competing for promotion to sergeant, employees in the Sheriff's Investigators series of classifications will receive points credited to their total weighted promotional score. The County proposed to eliminate this language entirely. The proposal was, and my recommendation is to retain the status quo.

33. Art. XIX, Parking- The County proposed certain fees for parking in County lots. RSA has recently successfully argued in PERB litigation that the unilateral imposition of parking fees for the Indio jail were unlawfully unilaterally imposed and was awarded damages and an order not to continue to impose parking fees. RSA stated that it will not oppose this proposal. The parties agreed to include it in the TA, and my recommendation is to retain the status quo.

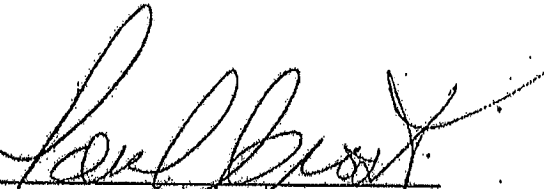
RSA ISSUES²

1. 2. Art. XI, Grievance Arbitrability- RSA provided evidence that bifurcating grievances on the issues of arbitrability and the merits was a waste of time and money. The parties agreed to have one arbitrator decide both issues, and the arbitrator is authorized to determine whether or not to proceed to the merits before deciding arbitrability. My recommendation is that this proposal should be included in the MOU.

3. Art. XII, Discipline- An RSA proposal would require an Arbitrator to rule whether a continuation of an arbitration hearing was justified. This replaces the procedure that allows the County to unilaterally cancel a hearing date without input from RSA. The parties agreed to include this proposal in the TA, and that is my recommendation.

² RSA proposals that were withdrawn will not be included in this report.

3. Art. XII, Discipline-An RSA proposal would require an Arbitrator to rule whether a continuation of an arbitration hearing was justified. This replaces the procedure that allows the County to unilaterally cancel a hearing date without input from RSA. The parties agreed to include this proposal in the TA, and that is my recommendation.



Paul Crost
Neutral Factfinder Panel Member

Concur: _____
Dissent: _____
Concur in part: X
Dissent in part: X



Peter Brown
County Factfinder Panel Member

Concur: _____
Dissent: _____
Concur in part: X
Dissent in part: X



Douglas Olins
RSA Factfinder Panel Member

LIEBERT CASSIDY WHITMORE

MEMORANDUM

DATE: October 3, 2017

TO: The Board of Supervisors of the County of Riverside and the Riverside Sheriffs' Association, Law Enforcement Unit.

Paul Crost, Fact Finding Chairperson and Doug Olins, RSA Chief Negotiator and Fact finding Panel Member for RSA

FROM: Peter J. Brown, Fact Finding Panel Member for the County of Riverside

RE: County of Riverside Attachment to the Fact Finding Report and Recommendations
PERB Case No LA-IM-240-M

Purpose of this Response

In accordance with Government Code section 3505.5, a fact finding panel consisting of Paul Crost, Doug Olins and me were selected to hear the evidence of the parties (the County of Riverside and the Riverside Sheriffs' Association) and to make findings of fact and recommended terms of settlement (which are advisory only) and submit them to the parties. The fact finding hearing occurred on June 21 and 22, 2017 and although many attempts at resolution of their Memorandum of Understanding were made between June 22, 2017 and the present, the parties have been unable to reach an agreement. I have been provided with a copy of the fact finding report and recommendations (the "Report") of Chairperson, Paul Crost. The purpose of this document is to be an attachment to the Report, acting as a concurrence, dissent and overall response to the Report.

Primary Reason for this Response

The primary reason I have prepared this response is to explain what might not be clear from reading the Report.

From the beginning of the negotiations, the County proposed a term of three years from July 1, 2016 – June 30, 2019. Until just before the County declared impasse in the negotiations, all proposals from the County were for a three-year term. However, just before the last, best and final offer was issued from the County, the County changed its proposal from a three-year term to a one-year term. The reason for that change was because it appeared that the parties were going to be unable to reach an agreement. Based on the County's understanding of the collective bargaining law that governs the negotiations process, if, following the impasse process, the County was going to impose its last, best and final offer, it could only do so for one year because the law allows the Association to request to re-negotiate prior to the adoption of the following year's budget.

In understanding what happened in these negotiations, this issue of the County negotiating with a three-year proposal and then issuing a one year proposal is significant. The County's proposal had savings built into it to address the financial issues being addressed by the County. The three-year proposal resulted in savings to the County in several ways, but primarily through a proposal to modify how overtime is paid. The County pays the members of the Association overtime which is significantly more generous and costly than the law (the Fair Labor Standards Act) requires. In the three-year proposal, the County agreed (as part of the give and take of labor negotiations) that the savings it would achieve by modifying the overtime language to pay overtime in a way which was less costly, would sunset at the end of the three year term. The County needed the savings, but was willing to start the negotiations process on that issue all over again in three years in exchange for three years of savings.

The County did not get three years of savings. In fact, following the declaration of impasse in March 2017 (after eight months of negotiating) it has taken another seven months to go through the impasse process. During this time period, the County has not had any savings as it cannot impose the savings without first exhausting the impasse process. In addition, as mentioned above, after this fact finding process is completed, the Association can seek to re-negotiate again prior to the adoption of the next budget.

The reason that this is so significant is because when the Board of Supervisors considers the Report and its attachments at a public hearing, the proposal it must consider from the County is the one year proposal with one year of savings, not three years.

The Recommendations in the Report

Chairperson Crost worked very hard to get the parties to reach an agreement. He is to be commended for his tireless effort. Following the hearing on June 22, the parties stayed until 9:30 p.m. to try and resolve their differences. Even after those efforts, for the next five and a half weeks until July 31, 2017, the parties (with Chairperson Crost) continued to try and resolve their differences. On July 31, 2017, the parties agreed on what I will describe as a post fact finding tentative agreement on a three-year MOU. Not really three years. The agreement would still end on June 30, 2019. At that point it was a little less than two years. This agreement did not break the parties' impasse, but it was an encouraging sign because if the membership of the RSA ratified this agreement, the Board of Supervisors could accept it and the parties would have had an agreement. That did not happen. The agreement was overwhelmingly rejected by the membership of the RSA. As a result, the fact finding panel needed to reconvene so that the Report could be issued.

The recommendations contained in the Report do not take into consideration the large number of tentative agreements reached before the parties even went impasse. There were many compromises reached on issues before there was an impasse. The recommendations in the report focus primarily on the issues before the fact finding panel. That makes sense because the panel did not need to consider issues to which the parties had already agreed. However, the

recommendations in the report, for the most part, recommend what was in the post fact finding tentative agreement of three years which was rejected by the membership.

I must dissent (i.e., express my disagreement) with the report generally adopting the post fact-finding tentative agreement. The reason is that that agreement never became an agreement because it was rejected by the RSA membership. The Board of Supervisors has no way of getting three years of savings from imposing something which lasts through June 30, 2019. The County's last, best and final offer of one year made changes from what it would be willing to do for three years.

For example, the County proposed that it would increase the payment for into the RSA medical benefit trust for retirees from \$25 per pay period to \$100 per pay period for each employee in the unit. This proposal has a significant cost to the County but was made because the Association was willing to agree to County proposals such as its overtime proposal which would provide more significant savings for the entire three year period of the MOU. The Report recommends that this proposal be adopted although the County cannot get a three-year agreement from this process.

In addition, the Report also ignores the post fact finding agreement in favor of maintaining onerous language which prevents the County from addressing fiscal shortfalls which can occur in a volatile economy. The MOU contains a provision called "Waiver of Bargaining". This provision is more commonly referred to as a zipper clause as it "zips up" the contract preventing either party from requesting the other engage in labor negotiations during the term of the agreement. Both in the County's last, best and final offer and the parties' post fact-finding agreement, this provision was removed. However, the Report recommends that this provision stay in the MOU. I cannot agree as not only can the County not get a three-year MOU from this process, given the state of the fiscal health of the County, it cannot be legally precluded from ever addressing topics (even those not addressed in the MOU) within the scope of bargaining during the term of an MOU.

Although I dissent to some of the recommendations of the Report, I concur with 22 of the 33 recommendations related to the County's Issues. I concur with the findings on the following issues which are separately identified in numbered paragraphs in the report:

1. Elimination of the words "seasonal" and "temporary" employees"
4. Management rights
6. Work Schedules
7. Donning and Doffing Equipment
8. Lunch Periods

- 9. Court Call Back
- 11. Corrections Transportation Premium
- 12. SWAT
- 13. Defining Paid Status
- 15. Probationary Period
- 16. Probationary Period
- 17. Retirement Contributions
- 18. Deputy Coroner Retirement
- 21. Sick Leave Cash out
- 22. Pregnancy Disability Leave
- 23. Release Time for the RSA President
- 24. RSA Release Time
- 25. Holidays
- 28. Inability to Perform Essential Functions
- 29. Discipline
- 30. Reinstatement After Termination
- 33. Parking

I dissent to the recommendations on the issues not identified above (11 County issues and the 2 issues from the Association). In particular, I want to point out that while the County would have preferred a three-year term MOU (County Issue # 2), the Chairperson's recommendation cannot be adopted by the Board of Supervisors as a three-year term MOU must be agreed upon by the parties.

I appreciate being given the opportunity to participate on this panel and present this response to the Report issued by Fact Finding Chairperson Paul Crost.

RSA PANEL MEMBER DOUGLAS F. OLINS:

I concur in part and dissent in part.

I. INTRODUCTION

The Impartial Chairperson, Paul Crost (Chairperson) issued his Factfinding Report and Recommendations. In so doing, it appears that he ruled that of the 33 County issues before him, that 31 of them should be identical to the Tentative Agreement (TA) that the parties had reached.¹ For County Issue No. 3, Art. III, Waiver of Bargaining, the Chairperson recommended that the current MOU language be retained and not eliminated as proposed by the County. The Factfinder also recommended that the two remaining RSA issues, Art. XI, Grievance Arbitrability and Article XII, Discipline, should be included in the MOU as agreed to by the parties in the TA.

The Factfinder listed the Factfinding Criteria as stated in the MMBA, at Government Code Section 3505.4(d) but for the most part did not analyze those factors in coming to his Recommendations. Moreover, the County also sought many non-economic concessions from RSA to the MOU that were not related to the financial condition of the County but which will result in harm to the interests and welfare of the public.

II. Summary of RSA's Panel Member Position

I concur with the Recommendations of the Chairperson to keep the TA as agreed to by the parties as to County Issues 1-2, 4-8, 10,11, 13-27, and 29-32. I also concur with the Chairperson not to keep the TA as agreed by the parties as to County Issues 3 and 33 and to keep the status quo as contained in the MOU. I also concur with the Recommendations of the Chairperson to keep the TA as agreed to by the parties as to Union Issues 1 (sic 2) and 2. I dissent from the Recommendations of the Chairperson as to County Issues 9, 12, and 28.

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¹ In County Issue 33, Art. XIX, Parking, the Chairperson noted that the County proposed certain fees for parking in the County lots but that the County had recently been found by PERB to have unlawfully imposed parking fees at the Indio Jail. He also noted that RSA stated that it would not oppose the County's proposal and agreed to include it in the TA. However, the Chairperson recommended that the parties "retain the status quo." Throughout the Chairperson's Recommendations, whenever he has recommended that the parties "retain the status quo" this has meant that they retain the current MOU language.

III. Analysis and Application of the Factfinding Criteria

According to the testimony and related documented analysis by RSA expert Jeffrey Segol, Senior Manager of Harvey M. Rose Associates, LLC, the following relevant factors to the factfinding criteria exist (RSA Exhibit J):

1. Approximately 73% of the County's budget fits into the discretionary category and is available for spending (Exh. J at P.4). The County's budget is an unaudited document and as such is not final. It is subject to change by the Board of Supervisors. It contains \$217 million dollars in unassigned categories. It is merely a projection of revenue and expenses;

2. The County has the second lowest percentage of overall indebtedness to the eleven counties surveyed with only San Diego lower by approximately 2.5% (Exh. J at P.4);

3. The County's retirement system is approximately 75% funded which is average for the Counties surveyed (Exh. J at P.5);

4. The County's post-retirement health insurance program has only a .2% unfunded liability vs. expenditures making it by far the lowest unfunded liability County in the comparison Counties- the average was 20.1% and 9.6% when excluding Los Angeles which had over 100% unfunded liability- this is responsible for the County's TA with the increase in the RAP. (Exh. J at P.5).

5. The County has budgeted for \$4.5 million dollars for its Transportation Fund from its General Fund. At the same time, the Transportation Fund has \$15.4 million dollars in non-legally restricted assets and \$134.6 million dollars in assets in the form of cash and liquid assets. Accordingly, the Board of Supervisors could require the Transportation Fund to refund the \$4.5 million-dollar General Fund contribution to the General Fund (Exh. J at P.7);

6. The General Fund provided the Riverside General Hospital with \$10 million dollars in This budget year while the Hospital has approximately \$95.7 million dollars in liquid cash and investments. The Hospital's total cash position has nearly doubled since its cash shortage of 2013-14 to about \$132 million dollars. Accordingly, "... the prior \$10 million General Fund contribution could be repaid at this time." (Exh. J at P.8) In addition, during the pendency of negotiations, the

County approved huge wage increases for Hospital executives with yearly salaries ranging from \$362,000 to \$550,000 (See Exh. N).

7. The County's cost of living as measured by the CPI for Riverside-Los Angeles-Orange County area had increased by 2.66% on a year-over-year basis (Exh. J at page immediately following P.8).

Accordingly, the County has an abundance of available liquid assets that it could allocate for the Law Enforcement Unit if it chose to internally reclaim excess liquid assets from its Transportation Fund and its General Hospital. Choosing not to do so is a discretionary choice to underfund law enforcement based on political will rather than need. Paradoxically, the County budgeted some \$20 million dollars for KPMG to look for cost savings while seeking to recoup that money on the backs of its law enforcement unit employees. As of the time of the hearing, the County had spent over \$10 million of that budgeted amount. So instead of properly allocating its assets, the County seeks to justify this expenditure by reducing the in-pocket dollars of its employees.

The Sheriff's Department ranked next to last in overall compensation with adjacent sheriff departments, only exceeding San Bernardino County. It placed in the middle of the field when compared to neighboring cities, many of which were much smaller (Exh. I). The most appropriate basis for comparison are the adjacent Counties which are more similar in size and types and classifications of employees.

The above cited economic data does not take into account the TA reached by the parties which would have resulted in approximately an additional net decrease in expenditures to the County and losses to bargaining unit employees of approximately \$17-20 million dollars per year.

Moreover, the evidence showed that RSA proposed, in negotiations, to deputize Correctional Deputies (conversion to PC Sec. 830.1 while working in the jail); this would save the Department approximately \$2 million dollars, after transition, annually. The County rejected that offer without explanation. Other sheriff departments have successfully used this method to reduce costs.

Additional uncontroverted testimony established that the Department was running a \$60 million annual deficit in providing law enforcement services to unincorporated cities. There is no valid reason for the Department to contract its services at a deficit while asking existing Department law enforcement members to suffer huge losses in their take home pay.

Uncontroverted evidence established that many Deputy Sheriffs were applying to other law enforcement agencies and leaving the Department. Applications for employment were diminishing to the Department while at the same time background checks from other law enforcement agencies were up from applicants seeking to leave the Department. A correctional department member testified that he was aware of the loss of seven (7) Department employees leaving for other agencies during the prior three weeks. Uncontroverted evidence revealed that the Department is no longer competitive in its recruitment efforts.

Testimony from RSA President Robert Masson was uncontroverted that 75 positions had recently become vacant and there were 177 losses of law enforcement bargaining unit members with many of them going to neighboring law enforcement agencies such as Corona, Palm Springs and Riverside Police Departments. The Sheriff acknowledged in his own publication to the Department, the RSO Reader of March 2017, that the Department is suffering "current massive loss in staffing across the department..." (RSA Exhibit K). Recruitment and its attendant costs are very high. The cost to recruit and train deputy sheriffs could cost as much \$80,000-\$100,000 per deputy. (See also, Exh's. G and H).

Moreover, with such turnover the Department, if it can recruit deputies and correctional deputies, is then dependent on a less experienced work force. The Board of Supervisors has publicly expressed concern with the millions of taxpayer dollars expended in lawsuits by the County involving actions by the Sheriff's Department (Exh. L). This can also lead to additional potential liability issues for the Department and County such as has happened in San Diego (Exh. M) and Los Angeles.

Uncontroverted testimony also established that citizens' calls for assistance to the Department were "staking up" with long wait times for law enforcement responses to criminal

activity. This in turn has resulted in negative reactions from the public to deputies who eventually arrive at the scene of the crime. This also impacts the ability of law enforcement officers to solve crimes and apprehend perpetrators of the crimes. The inability of law enforcement to effectively do its job in an optimum fashion and the negative reaction from the citizens of the community has also resulted in a lower morale on the part of the members of the law enforcement bargaining unit. Despite the County's contention to the contrary, the County's budget, absent an inability to pay argument, carries very little weight and is merely self-serving. "Any good budget city budget manager can manipulate the budget to look like the city can't afford anything" Elkouri & Elkouri, *How Arbitration Works*, BNA (7th Ed.) pp.22-64.

The evidence clearly shows that the money is available in liquid assets begging to be repaid from the Transportation and Hospital accounts. Much of the County's budget is contained in liquid unallocated accounts which can easily be diverted to the Sheriff's Department to meet its pressing needs. The County clearly has the ability to pay for its law enforcement needs by proper allocation without causing law enforcement personnel to incur out of pocket losses and potentially injuring the welfare of the public. With the cost of living rising by some 2.6 percent and medical costs constantly increasing, it makes no sense for the County to expect law enforcement personnel to lose in pocket dollars in matters such as their work week, overtime earned, freezing salaries, court call back, SWAT operations and a bevy of similar cuts amounting to millions and millions of dollars. By proper allocation, this money is available for the law enforcement unit which could be accomplished by rolling over the existing MOU. Nevertheless, the RSA showed its willingness to accept, for the most part, the TA that was reached following factfinding and as contained in the Factfinders Recommendations.

IV. Summary of the Process that led to the TA

The parties entered negotiations with the County stating it had budget deficits. RSA responded by not asking for wage or health care benefit increases. RSA took the position that it would be content with rolling over the MOU for three (3) more years. The County, not content

with a standstill agreement, sought huge economic concessions unwarranted by its economic condition.

Moreover, the County sought to "gut" a great number of non-economic items from the MOU that were unrelated to its deficit. In addition, the County was unreceptive to cost containment proposals by RSA and declined to consider ways to save money that were proposed by RSA. The parties were able to reach a TA only after the conclusion of factfinding. The TA was reached, not because of the needs of the County but only because the County announced that it would impose its LBFO if an agreement was not reached. With the above in mind, some of the proposals that will be discussed do not fit the neat criteria contained in MMBA Sec. 3505.4(d). Many of them were proposals from the County that should never have been proposed at a time when then County was seeking major economic concessions from RSA. In addition, some actually have negative economic consequences for the County.

V. DISCUSSION OF THE CONTESTED ISSUES

There were thirty-three (33) open issues from the County and nine (9) open issues from RSA at the inception of factfinding. Issues that warrant consideration are discussed herein because they are either at variance with the Chairperson's Recommendations or with the TA. The County issues and their recommended resolution are discussed below:

3. Art. III Waiver of bargaining- I concur with the Recommendation of the Chairperson that the current language in the MOU be retained.

The County proposed to delete the zipper clause. RSA felt that this was unjustified and is a significant cost item to the County. (See RSA Exh. F which explains the significance of the zipper clause). Evidence at the hearing showed that the County consistently violated this clause by unilaterally imposing proposals without bargaining in good faith with RSA. Over the last two (2) years this has caused RSA to file approximately 6-7 PERB charges against the County. In every such case PERB has issued a complaint against the County. In every case, RSA has settled the matter with an agreement for the County to bargain with RSA or, after hearing, PERB has ruled in favor of RSA.

Contrary to the arguments of the County, while RSA has no obligation to bargain with RSA during the term of the MOU, it did bargain in each case. In each case, the County prematurely unilaterally adopted its proposal without bargaining in good faith. In none of the cases did RSA ever end negotiations but remained ready, willing and able to reach a reasonable accommodation with the County. In each of these cases the County hired outside counsel at considerable cost. In each of these cases PERB found that the County's position was untenable and issued complaints against the County. In each of these cases the County ultimately agreed, in settlement, to bargain with RSA or lost the case after a hearing. Without the zipper clause, RSA has no reasonable protection from the continued violations of its MOU and the MMBA. There is no economic or other justification for the removal of the waiver of bargaining or zipper clause particularly when there is no cost savings to the County, and RSA has consistently agreed to work with the County to reach agreement. The zipper clause should remain in the MOU. The Chairperson specifically recognized the merits of RSA's position and despite a TA on this issue, recommended that "the current language be retained."

9. Art. IV Court call back- I dissent from the Recommendation of the Chairperson that the TA be confirmed and that court call back be reduced from four (4) hours to two (2) hours. The current MOU contains a provision to pay employees who are summoned to court to testify on their time off with a guarantee of four (4) hours even if they are in court for less than four (4) hours. This is to compensate the employees for the frequent and long freeway drives both to and from court even if they have a short period of time in court or their appearance ultimately proves unnecessary. Long freeway drives are all too common and the TA of two (2) hours barely covers their driving time.

Uncontroverted testimony from one RSA witness established that she was called out for court call back on her days off 4-6 times per month which always involved long driving distances. The only reason that there was a TA on this subject was to reach an overall agreement and not have the LBFO imposed which would have resulted in one (1) hour of compensation.

While the Chairperson recommended the TA of two (2) hours of compensation, a more reasonable and equitable resolution would be three (3) hours of compensation for being called back to court on an employee's day off. This is a one (1) hour reduction for the current MOU provision and will more adequately cover driving and appearance time for this off-duty work.

12. Art. IV SWAT-I dissent from the Recommendation of the Chairperson that the TA be confirmed which will leave SWAT officers without a schedule and is contrary to a specific settlement between RSA and the Board of Supervisors.

The County sought to eliminate a written agreement of the parties, which settled a grievance, to allocate a specific number of deputies to be on standby at all times for circumstances where the SWAT team was to be utilized. This enabled a high level of readiness in the event of a SWAT callout. Otherwise, SWAT team members would not know when they would be called on their off-duty time and might not be available for a variety of reasons. This in turn would interfere with the ability of the Department to meet its law enforcement needs in a timely fashion. The County proposed to have no fixed number of deputies' available for on call status and could determine at a moment's notice who and how many deputies would be available. This is not in the public's interest and is detrimental to the health and safety of the community and the welfare of the public as stated in MMBA Government Code Sec. 3503.4(d).

RSA agreed to the County's proposal as part of the TA in order not to have the LBFO imposed. I recommend that the parties side letter of May 2014 should be found as appropriate and which provides that sixteen (16) sworn SWAT personnel, inclusive of Sergeants, be available at all times (County Exh. No. 16). This is clearly in the interests and welfare of the public as stated in Government Code Sec. 3505.4(d)(4) and the County has the ability to pay for its costs.

28. Art. XII Performance of Essential Duties- I dissent from the Recommendation of the Chairperson that the TA be confirmed. The County proposed that employees that temporarily lost their ability to carry a firearm or use of their driver's license will be deemed to have applied for an unpaid leave of absence. Currently those employees have the right to be considered for modified duty. The circumstances where those conditions occur are where there is an allegation of a dui or

domestic violence. The Sheriff's Department has historically attempted to find those employees a modified duty assignment until those conditions are removed. RSA agreed to a TA on the County's proposal in order to avoid the imposition of the LBFO. RSA asserts that the Sheriff's Department should be required to make a reasonable accommodation for employees who are temporarily unable to access their firearm or vehicle.

There are many bargaining unit employees in the Department that currently have modified duty both under these circumstances or otherwise. The County is not prohibited presently from offering modified duty and can pick and choose those employees who it likes without objective standards. This can lead to discriminatory selection. The County has presented no evidence that the current modified duty policy does not work. I recommend that the Department make a reasonable accommodation to find modified duty for employees who have temporarily lost their ability to carry a firearm or drive a department vehicle for up to six (6) months.

31. Art. XV RSA Benefit Trust- I concur with the Recommendation of the Chairperson that this TA is justified. The County proposed that the County increase the payment into the RSA medical benefit trust for retirees (RAP) from \$25 per pay period to \$100 per pay period. The RAP helps retired deputies with their medical insurance payments until they reach Medicare age at 65. As many law enforcement members retire at age 55, there is a huge gap between retirement and Medicare eligibility. This proposal was made in an attempt to secure an agreement by the County as there were so many economic takeaways.

Moreover, the County's LBFO proposed to eliminate even the skimpy \$25 per pay period contribution. The effect of this elimination would have caused the RAP benefit to collapse in a short period of time and only provide retired law enforcement members a small stipend to pay for health insurance coverage. Testimony from Harvey Rose expert Jeff Segol, as well as comparative data introduced into evidence (RSA Exh J at P.5) showed that even with the \$100 contribution, the Riverside Sheriff's Department had the lowest contribution rate of all comparable law enforcement agencies into retirement health and by far the lowest unfunded liability of any agency by a very wide margin. The cost of a \$25 contribution is approximately \$1.3 million dollars per year.

Accordingly, the acceptance by RSA of the proposed RAP contribution from the County should stand as justified. I concur with the Recommendation of the Chairperson to accept the TA.

33. Art. XIX Parking- I concur with the Recommendation of the Chairperson that the status quo of no charge for parking be continued and the TA not stand.

The County proposed certain fees for parking in County lots. RSA has recently successfully argued in PERB litigation that the unilateral imposition of parking fees for the Indio jail were unlawfully unilaterally imposed and was awarded damages and an order not to continue to impose parking fees. However, because the parties agreed that the PERB recognition of the illegality of the parking fees would not become part of the TA and the parking provision will only apply prospectively, RSA did not oppose the County's proposal. However, because the Chairperson undoubtedly saw the injustice of the TA and he recommended that the parties "retain the status quo". I concur.

VI. CONCLUSION

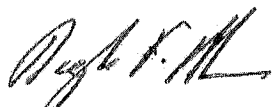
I concur with the Chairperson's Recommendations as to County Issues 1-8, 10-11, 13-27 and 29-33.

I concur with the Chairperson's Recommendations as to Union Issues 1 and 2.

I dissent from the Chairperson's Recommendations as to County Issues 9, 12 and 28.

Respectfully Submitted,

October 3, 2017



Douglas F. Olins
RSA Factfinder Panel Member



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KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

October 3, 2017

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Board Assistant to:
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NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY IN ACCORDANCE WITH GOVERNMENT CODE 3505, REGARDING THE IMPASSE WHICH WAS REACHED IN LABOR NEGOTIATIONS BETWEEN THE COUNTY OF RIVERSIDE AND THE RIVERSIDE SHERIFFS' ASSOCIATION LAW ENFORCEMENT UNIT.

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, Tuesday, October 17, 2017 at 9:00 A.M. or as soon as possible thereafter. This hearing is authorized by California Government Code section 3505.7 as the applicable mediation and statutory fact finding procedures have been completed.

RSA, which represents approximately 2,500 employees in the Law Enforcement Unit, asked to open negotiations for a new Memorandum of Understanding (MOU) on May 10, 2016 and 21 bargaining sessions were held. The county declared impasse after the parties were unable to reach an agreement on a successor MOU. Subsequently, the parties attended mediation and fact finding. The parties reached a tentative agreement of fact finding, but the agreement was not ratified by the RSA represented members and the parties remain at impasse.

The County of Riverside Human Resources recommended that the Board of Supervisors receive and consider the final recommendations of the Fact Finding Panel and hear from representatives of both the Riverside Sheriff's Association and the County of Riverside, and any other interested parties.

Any person wishing to testify in support of or in opposition, may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lissa Wagner at (951) 955-1063, at least 72 hours prior to the hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: October 3, 2017
By: Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

10/6

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KIMBERLY A. RECTOR
Assistant Clerk of the Board

October 3, 2017

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NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: Email, TDS-Legals <legals@thedesertsun.com>
Sent: Tuesday, October 3, 2017 8:44 AM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: Labor Negotiations Hearing

Good Morning,

Ad received and will publish on date(s) requested.

Charlene Moeller | Customer Care Representative / Legals

The Desert Sun Media Group
750 N. Gene Autry Trail, Palm Springs, CA 92262
t 760.778.4578 | f 760.778.4528 e: legals@thedesertsun.com

Lobby hours are 9am-noon (closed for lunch) 1:30p-4pm

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From: Gil, Cecilia [mailto:CCGIL@RIVCO.ORG]
Sent: Tuesday, October 03, 2017 8:34 AM
To: Email, TDS-Legals <legals@thedesertsun.com>
Subject: FOR PUBLICATION: Labor Negotiations Hearing

Good morning! Attached is a Notice of Public Hearing, for publication on Friday, Oct. 6, 2017. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant
Clerk of the Board of Supervisors
4080 Lemon St., 1st Floor, Room 127
Riverside, CA 92501
(951) 955-8464 Mail Stop# 1010



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NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY IN ACCORDANCE WITH GOVERNMENT CODE 3505.7, REGARDING THE IMPASSE WHICH WAS REACHED IN LABOR NEGOTIATIONS BETWEEN THE COUNTY OF RIVERSIDE AND THE RIVERSIDE SHERFFS' ASSOCIATION LAW ENFORCEMENT UNIT.

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, October 17, 2017 at 9:00 A.M.** or as soon as possible thereafter. This hearing is authorized by California Government Code section 3505.7 as the applicable mediation and statutory fact finding procedures have been completed.

RSA, which represents approximately 2,500 employees in the Law Enforcement Unit, asked to open negotiations for a new Memorandum of Understanding (MOU) on May 10, 2016 and 21 bargaining sessions were held. The County declared impasse after the parties were unable to reach an agreement for a successor MOU. Subsequently, the parties attended mediation and fact finding. The parties reached a tentative agreement at fact finding, but the agreement was not ratified by the RSA represented members and the parties remain at impasse.

The County of Riverside Human Resources recommended that the Board of Supervisors receive and consider the final recommendations of the Fact Finding Panel and hear from representatives of both the Riverside Sheriffs' Association and the County of Riverside, and any other interested parties.

Any person wishing to testify in support of or in opposition, may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lisa Wagner at (951) 955-1063, at least 72 hours prior to the hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: October 3, 2017

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

RESOLUTION NO. 2017-227

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
IMPOSING THE COUNTY'S LAST, BEST, AND FINAL OFFER (WITH EXCEPTIONS) TO
THE RIVERSIDE SHERIFFS' ASSOCIATION LAW ENFORCEMENT UNIT
PURSUANT TO GOVERNMENT CODE SECTIONS 3505.4, 3505.5, AND 3505.7**

WHEREAS, the County of Riverside (hereinafter "County") and the Riverside Sheriffs' Association (hereinafter "RSA") – Law Enforcement Unit (hereinafter "LEU") were signatories to a Memorandum of Understanding (hereinafter "MOU") that expired on June 30, 2016 setting certain terms and conditions of employment for employees in the RSA LEU;

WHEREAS, on July 11, 2016 the County and RSA LEU negotiation teams began to meet and engage in extensive negotiations over the terms of a successor to said MOU;

WHEREAS, notwithstanding that the County and RSA LEU negotiation teams participated in twenty-one negotiation sessions since July 11, 2016 in an effort to conclude the terms of a successor MOU, the County and the RSA LEU have not reached agreement on such terms;

WHEREAS, on or about February 16, 2017, the County's negotiation team submitted the County's last, best, and final offer to the RSA LEU and provided an explanation of the terms to the RSA LEU;

WHEREAS, the County's last, best, and final offer was not ultimately accepted and the parties did not reach an agreement on the terms of a successor MOU;

WHEREAS, notwithstanding the efforts described above, the parties arrived at an impasse and the County provided the RSA LEU with a written declaration of impasse on March 1, 2017;

WHEREAS, per the County's Employee Relations Resolution, No 2014-156, the County and the RSA LEU per mutual agreement engaged in two days of mediation on March 27, 2017 and April 11, 2017 in efforts to resolve the impasse;

WHEREAS, following completion of the mediation process, per California Government Code section 3505.4, the RSA LEU timely requested that parties' differences be submitted to a fact finding panel;

FORM APPROVED COUNTY COUNSEL
BY:  GREGORY P. RIAMOS
DATE: 10/16/17

1 **WHEREAS**, the County negotiation team and the RSA LEU participated in a fact finding hearing on
2 June 21 and 22, 2017 with a three-member fact finding panel, consisting of Paul Crost (neutral panel chair),
3 Douglas Olins (RSA LEU representative) and Peter Brown (County representative);

4 **WHEREAS**, following the fact finding hearing, while the parties were trying to resolve their impasse,
5 the County and the RSA LEU reached a tentative agreement, but the agreement was not ratified by the RSA
6 LEU membership and the parties remained at impasse;

7 **WHEREAS**, in accordance with Government Code section 3505.5, the fact finding committee
8 submitted findings of fact and recommended terms of settlement (the fact finding report) to the parties on
9 October 3 ;

10 **WHEREAS**, on October 12, 2017, in accordance with Government Code section 3505.5, the County
11 of Riverside made the findings and recommended terms of settlement from the fact finding panel publicly
12 available by posting for public inspection as the County regularly posts Board agendas, including on the
13 County's website;

14 **WHEREAS**, in accordance with Government Code section 3505.7, no earlier than ten (10) days
15 following receipt of the findings of fact and recommended terms of settlement from the fact finding panel, the
16 Board of Supervisors of the County of Riverside held a public hearing on October 17, 2017 and has considered
17 the impasse between the County and the RSA LEU and the report and all recommendations from the fact
18 finding panel. The Board has concluded that it is appropriate to implement the County's Last, Best, and Final
19 offer effective October 26, 2017, except for the County's proposal relating to schedule changes (which cannot
20 be implemented as it would be waiver of RSA's LEU's right to negotiate);

21 **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of Supervisors
22 of the County of Riverside, in regular session assembled on October 17, 2017, that that this Resolution is
23 approved, thereby adopting and implementing the County's Last, Best and Final Offer, (except for the
24 County's proposal relating to schedule changes (which cannot be implemented as it would be waiver of RSA's
25 LEU's right to negotiate), as set forth in the terms and conditions of employment for County employees in
26 the Riverside Sheriffs' Association – Law Enforcement Unit, attached and incorporated herein as Exhibit "A"
27 effective October 26, 2017.
28

1 **BE IT FURTHER RESOLVED** that the County Executive Officer and Human Resources Director
2 are hereby authorized and directed to take any necessary administrative actions to implement the provisions
3 of this Resolution;

4 **BE IT FURTHER RESOLVED** that if any provision or any part of a provisions of this Resolution
5 shall be finally determined to be invalid, illegal or otherwise unenforceable, such determination shall not
6 impair or otherwise affect the validity, legality or enforceability of the remaining provision or parts of the
7 provision of this Resolution, which shall remain in full force and effect.