

COUNTY OF RIVERSIDE PROPOSAL #6 – LAST, BEST AND FINAL OFFER
February 16, 2017

MEMORANDUM OF UNDERSTANDING

~~2012-2016~~ – 2017

Comment [LCW1]: January 19 – change re term

COUNTY OF RIVERSIDE

AND

RIVERSIDE SHERIFFS' ASSOCIATION LAW ENFORCEMENT UNIT

COUNTY OF RIVERSIDE PROPOSAL #3 – September 14, 2016

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Comment [LCW2]: We will update the table at the end of the negotiations.

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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 ~~or seasonal~~ employee in a continuing payroll status, without interruption except for authorized leave of absence.

Comment [LCW3]: We do not know of any employees in the unit who are seasonal.

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.

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

Comment [LCW4]: TA to delete in RSA proposal from 1/14

~~Employees shall mean all persons employed by the County of Riverside.~~

Comment [LCW5]: This definition is different throughout the MOU.

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.

~~Grievance Arbitration shall mean a grievance heard by an outside neutral third party (Arbitrator).~~

Comment [LCW6]: This does not show up in the MOU.

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, ~~and refers to the period for computing compensation due for all normal working shifts ending during that period.~~

Comment [LCW7]: The pay period is not used to computing compensation. The FLSA work period is for that purpose.

Per RSA proposal – We are happy to discuss this proposal.

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

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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, ~~as distinct from a seasonal or temporary position.~~

~~Temporary Employee means an employee who is not a regular employee.~~

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.

Comment [LCW8]: The RSA does not represent temporary employees. That is why we want to remove this definition.

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ARTICLE I
TERM

Section 1. TERM

This Memorandum of Understanding ("MOU" or "Agreement") sets forth the terms of agreement reached between the County of Riverside, (~~hereinafter referred to as~~ "County") and the Riverside Sheriffs' Association, Inc. (~~herein referred to as~~ "RSA" or "Association") as the Exclusive Employee Organization for employees in the representation unit described under Article II. This ~~MOU~~Memorandum of Understanding is in effect July 1, 2016~~June 5, 2012~~ through June 30, ~~2017~~2016.

Comment [LCW9]: January 19 –change re term

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 MOU, request to commence negotiations.

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

~~Section 3. SIDE LETTER/MEET AND CONFER AGREEMENTS~~

~~A. Transitioning Correctional Deputies to PC 830.1(c) Limited Duty Peace Officers — On or about September 1, 2008, the parties shall reopen the MOU to meet and confer about transitioning Correctional Deputies to PC 830.1(c) Limited Duty Peace Officers. The meet and confer process shall be completed by no later than October 31, 2008, unless mutually extended by the parties. The County shall not unilaterally impose a transition program for Correctional Deputies. Side Letter Agreement entered into on January 22, 2008, shall be renewed for the term of this MOU.~~

~~B. Sheriff Pilot Pay Meet and Confer — County and RSA agree to meet and confer no later than January 1, 2013, over hourly rate of pay and/or the premium for Sheriff's deputies assigned as Sheriff Pilot/Chief Pilot/Tactical Flight Officer. In the event of an impasse, AB 646 shall not apply.~~

~~C. Fitness for Duty Meet and Confer — RSA and the County agree to meet and confer improvements to the current fitness for duty provisions. This meet and confer shall commence no later than one (1) year from June 5, 2012. If the meet and confer process does not result in an agreement, the existing MOU language shall remain in full force and effect.~~

Comment [LCW10]: January 19 - On January 14, RSA said the entire article 1 was a TA. Since we have changed the term in this proposal we have not reflected it as a TA.

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ARTICLE II

WAGES & WAGE INCREASES

Section 1. COST OF LIVING ADJUSTMENT(S) (COLA)

A. All bargaining unit employees will receive across the board wage increases as follows:

1. Three percent (3%) effective July 11, 2013 (PP 16/2013).
2. Three percent (3%) effective July 10, 2014 (PP 16/2014).
3. Three percent (3%) effective July 9, 2015 (PP 16/2015).

Section 2. SALARY STEPS

A. Effective May 29, 2014, one (1) salary step (2.71%) shall be added to the top of all salary ranges. The new salary step shall be immediately available for eligible bargaining unit employees who have been at the top step for one (1) year or more at the time the step is added. Those employees shall immediately be advanced to the new top salary step. All other employees shall be eligible to advance upon reaching their anniversary date in accordance with the step advance provisions in Article 5 Section 1.

B.A. Effective May 28, 2015, one (1) additional salary step (2.71%) shall be added to the top of all salary ranges. The new salary step shall be immediately available for those eligible bargaining unit members who have been at the top step for one (1) year or more at the time the step is added. Those employees as well as the employees who received the salary step increase in May, 2014 (PP 13/2014), shall immediately be advanced to the new top salary step. All other employees shall be eligible to advance upon reaching their anniversary date in accordance with the step advance provisions in Article 5, Section 1.

Section 3. CALPERS CONTRIBUTION OFFSET

CalPERS Contribution Offset—Effective July 11, 2013 (PP 16/2013) employees covered under the provisions of this MOU hired on or before June 5, 2012 shall receive a salary increase in their base hourly rate of pay to offset the increased CalPERS contributions as follows:

1. Those employees in job classifications designated as Safety by CalPERS shall receive four percent (4%).
2. Those employees in job classifications designated as Miscellaneous by CalPERS shall receive three percent (3%).

Section 4. DEPUTY CORONER PARITY STUDY

A. Subject to the results of a parity study and to the consideration of recruitment and retention concerns, the County agrees to increase the minimum base rate for the classification(s) of "Deputy Coroner" as follows:

1. Effective July 12, 2012 (PP 16/2012) up to a five percent (5%) increase in base salary.
2. Effective July 11, 2013 (PP 16/2013) up to a five percent (5%) increase in base salary.

Comment [LCW11]: January 19 – On January 14 RSA said that we have a TA on Article II Sections 1 and 2.

Comment [LCW12]: January 19 – We added the side letter language back into the MOU under the retirement section.

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~~3. Effective July 10, 2014 (PP 16/2014) up to a five percent (5%) increase in base salary.~~

~~B. Further, the parties shall promptly convene (within seven (7) fourteen (14) days) consultation regarding the parameters of the parity study. If utilization of the parity study results in a delay beyond July 2012 in implementing the base salary increase made pursuant to this section the salary increase shall be retroactive to the July 2012 date described herein which was not timely adhered to.~~

Comment [LCW13]: January 19 – On January 14 RSA said that we have a TA on Article II Section 4

LAW ENFORCEMENT UNIT

<u>JOB CODE</u>	<u>CLASS TITLE</u>	<u>SALARY GRADE</u>
37601	Bailiff	124
37502	Coroner Corporal	157
37512	Coroner Corporal A	154
37513	Coroner Corporal B	160
52212	Correctional Corporal	163
52217	Correctional Corporal-S	164
79731	Correctional Counselor	147
79730	Supervising Correctional Counselor	177
52210	Correctional Deputy I	100
52211	Correctional Deputy II	127
52216	Correctional Deputy II-S	133
37500	Deputy Coroner I	115
37501	Deputy Coroner II	139
37510	Deputy Coroner IIA	136
37511	Deputy Coroner IIB	145
37509	Deputy Sheriff Trainee	148
37602	Deputy Sheriff	163
37603	Deputy Sheriff A	172
37604	Deputy Sheriff B	178
37660	District Attorney Investigator	181
37661	District Attorney Investigator A	193
37662	District Attorney Investigator B	199
37664	Senior District Attorney Investigator	208
37665	Senior District Attorney Investigator A	211
37687	Senior District Attorney Investigator A-II	220
37666	Senior District Attorney Investigator B	217
37688	Senior District Attorney Investigator B-II	223
37690	Senior District Attorney Investigator B-III	226
37686	Senior District Attorney Investigator II	214
37576	Sheriff Corporal	176
37577	Sheriff Corporal A	188
37578	Sheriff Corporal B	191
37691	Sheriff's Investigator I	181
37692	Sheriff's Investigator I A	193
37693	Sheriff's Investigator I B	199
37694	Sheriff's Investigator II	181
37695	Sheriff's Investigator II A	193

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37696	Sheriff's Investigator II B	199
37697	Sheriff's Lead Investigator III A	203
37698	Sheriff's Lead Investigator III B	206
37699	Sheriff's Master Investigator IV B	221

The terms and conditions of this MOU shall also be automatically applicable to any classifications for which the RSA has become appropriately recognized during the term of this MOU.

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ARTICLE III
WAIVER OF BARGAINING

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

CONSOLIDATED MOU

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

Comment [LCW14]: The County proposes to delete the zipper clause. The parties should be able to negotiate on terms and conditions of employment during the term of the MOU. Provisions not in the MOU are sometime motivated by unforeseen circumstances of changes in the law.

February 16 – The County maintains its proposal to delete the zipper clause.

Comment [LCW15]: January 19 – On January 14 RSA said that we have a TA to delete this language on consolidated MOU.

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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 this MOU. 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 this MOU.

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.

Comment [LCW16]: February 16 – the County maintains this proposal. This comes from the employee relations resolution.

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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: The normal 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. shall be ten (10) working days of eight (8) hours each. The Department Head, with prior approval of the County Executive Officer and the Human Resources Director, may establish or eliminate a different bi-weekly work period of eighty (80) hours after giving one (1) pay period written notice to the representative, if any, of the employees affected.

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.

A.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 Association agrees that the County shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule assignments. 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.

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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 (type of work schedule – see subparagraph 1 above, or hours of the day) unless that employee has received five calendar (5) days 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.

Nothing in this provision will limit the Department from making temporary schedule changes when needed to fill behind employee absences or for any of the causes listed above.

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

SHERIFF'S DEPARTMENT

CORRECTIONS DIVISION: The work schedule for employees assigned to twenty four (24) hour fixed post floor operation positions in the Corrections

Comment [LCW17]: January 19 – modification to proposal on work schedules for one year offer.

Comment [LCW18]: February 16 – RSA Agreed to the deletion of compensation for donning and doffing time.

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~~Division shall consist of seven (7), twelve (12) hour work shifts during the designated fourteen (14) day bi-weekly work period. (NOTE: Fixed post floor operation positions are those assignments which require staffing twenty four (24) hours a day/seven (7) days a week).~~

~~In addition to the twelve (12) hour shifts described above, RSA agrees that the Sheriff's Department may implement a work schedule for employees assigned to twenty four (24) hour fixed post floor operation positions in the Corrections Division consisting of six (6), twelve (12) and one (1), eight (8) hour work shifts during the designated fourteen (14) day bi-weekly work period when the Department determines that sufficient funding exists to staff a facility(ies) in that manner. Until such time, the work period will be eighty four (84) hours.~~

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

~~An employee assigned to a twenty four (24) hour fixed post floor operation position in the Corrections Division All employees shall be entitled to a thirty (30) minute lunch period. Such lunch period shall be exclusive of the twelve (12) hours per shift described above and shall be 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.

~~CORONER DIVISION: The employees shall continue to work a nine-eighty (9/80) schedule or change to a seven-twelve (7-12) or six-twelve (6-12), consistent with the Corrections Division schedule described above, as determined by the Sheriff-Coroner.~~

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

~~FIELD OPERATIONS DIVISIONS: All twenty four (24) hour operations shall continue to work on a four-ten (4-10) schedule except DARE and School Resource Officers who shall continue on a five-eight (5-8) schedule. Employees deployed to task forces shall, at the discretion of the Department,~~

Comment [LCW19]: January 19 – On January 14 RSA said that we have a TA on the deletion of these three paragraphs.

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~~work the established shift schedule of the task force to which they are assigned. Investigators will continue on a nine eighty (9/80) schedule and be allowed to take a half-hour lunch break, during which time they will be subject to call. This lunch period will be considered duty time.~~

~~ADMINISTRATIVE and SUPPORT DIVISIONS/OPERATIONS: Employees shall continue to work a nine eighty (9/80) schedule.~~

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

~~Extra duty assignments will not be affected by this agreement.~~

Comment [LCW20]: February 16 - the County acknowledges the RSA proposal to keep investigators with paid ½ hour lunch. The County maintains its proposal.

Comment [LCW21]: January 19 – On January 14 RSA said that we have a TA on these deleted paragraphs except for field operations.

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, eight (8) hours in one (1) day, or in excess of the maximum hours of the established FLSA work weekday in other than a normal work period, or in excess of eighty (80) hours in a work period (eighty four (84) hours for employees on twelve (12) hour shifts) or work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or professional call duty status. It does not include regularly scheduled work on a paid holiday for which the employee is entitled to equal compensatory time off. 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.~~

Comment [LCW22]: January 19 – proposal modified for one year offer.

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 Board of Supervisors or by the Department head or a designated subordinate. It shall not exceed sixteen (16) hours in any work day for any employee without prior approval of the County Executive Officer, except in case of public emergency or calamity or immediate hazard to life or property.~~

Comment [LCW23]: January 19 – On January 14 RSA said that we have a TA on Article IV Section 2B.

- 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 daily record for an employee in a normal paid working status may~~

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~~be kept on a negative basis, that is, with no entry except for overtime, compensatory time off, sick leave, vacation, leave of absence and like items.~~

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

Comment [LCW24]: September 14 - TA section C in RSA response to proposal. 9/11

- 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~~.

Comment [LCW25]: January 19 – On January 14 RSA said that we have a TA on Article IV Section 2D

- E. Compensation for Overtime Work. ~~Employees in the unit Any member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County (Resolution 99-379) shall be entitled to overtime compensation at time and one half for any overtime worked as defined in subparagraph A above. in the following manner:~~

~~1. Any time worked, or deemed to have been worked, in excess of an employee's regularly scheduled work shift shall be compensated at the rate of one and one half (1 ½) times the employee's regular rate of pay, in overtime credit. Overtime credit is defined as overtime earned in a pay period that has yet to be paid or banked.~~

Comment [LCW26]: January 19 – On January 14 RSA said that we have a TA on Article IV Section 2E for these two paragraphs.

~~2-1.~~ At the expiration of each prescribed pay period, any ~~such~~ overtime ~~earned credit~~ 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 of one hundred and twenty (120) hours at the end of any pay period shall automatically be paid ~~for~~. ~~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.~~

Comment [LCW27]: September 14 - TA section E2 in RSA response to proposal. 9/11

~~3-2.~~ 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.

~~4-3.~~ Accumulated compensatory time in the "compensatory time bank" shall be retained until the "compensatory time bank" has been exhausted or

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paid. With approval of the County Executive Officer, accumulated compensatory time of one hundred and twenty (120) hours or less may be paid ~~for. Paid compensatory time shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated compensatory time shall be paid for.~~

Comment [LCW28]: February 16 – We see the RSA's proposal from January 31. It is rejected because the proposal and these two sentences are already the law.

~~5.4.~~ 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 be a basis 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. Overtime Provisions of the Fair Labor Standards Act. Employees in classifications which are not exempt from the Fair Labor Standards Act shall be compensated for overtime consistent with the Act. Such employees shall receive compensation for overtime worked under the foregoing County provisions when the hours worked are not considered overtime under the Act.~~

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

Comment [LCW29]: January 19 – On January 14 RSA said that we have a TA on Article IV Section 2F & G.

Comment [LCW30]: February 16 – RSA agreed that we have a TA on this paragraph in its January 31 proposal.

~~I.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 ~~on a paid overtime basis~~ their current employees at hourly rates equivalent to their current compensation ~~basis.~~

Comment [LCW31]: January 19 – On January 14 RSA said that we have a TA on this paragraph

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 payroll~~ status. Any employee who without adequate reason for absence under the terms of

Comment [LCW32]: September 14 - TA section 2G3 in RSA response to proposal. 9/11

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this Agreement who fails to so report shall be deemed absent without authority and shall not be paid during such absence.

4. ~~The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one half (1 ½) times the hourly rate equivalent to the employee's then current compensation basis for those employees set forth in Section 3C(13) and listed in Appendix I of the Ordinance #440, and who are required to perform emergency services during a County-declared emergency. "Emergency Services" as used in this subsection, shall be such services as the Board of Supervisors finds to institute such, at the time it authorized the payment thereof.~~

Comment [LCW33]: February 16 – TA based on RSA's January 31 proposal.

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.~~

Comment [LCW34]: January 19 – On January 14 RSA said that we have a TA on this paragraph

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

Comment [LCW35]: February 16 – TA this paragraph based on RSA's January 31 proposal.

- 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. ~~Be ready to respond immediately to calls for service;~~

~~Remain in the general vicinity of their home or duty station during the standby period;~~

b-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.~~

Comment [LCW36]: January 19 – On January 14 RSA said that we have a TA on these six paragraphs on standby.

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A.B. ~~Minimum Overtime on~~ Call-Back. Except as hereinafter otherwise provided, an employee called back to work to meet an emergency ~~on an overtime basis~~, whether or not they are in a standby ~~or professional call~~ duty status, shall be paid ~~receive for a~~ minimum ~~credit for of~~ one (1) hours' work.

Comment [LCW37]: January 19 – We removed the words “at the overtime rate” to be consistent with our overtime proposal.

B.C. ~~After Hours Call-Outs.~~ Any employee, who is called in for duty outside of ~~his/her/their~~ normal duty hours, whether or not they are on standby duty ~~call~~, 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 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.

Comment [LCW38]: September 14 TA section 3C in RSA response to proposal. 9/11

C.D. ~~Court Callback.~~ Notwithstanding any other provisions of this ~~Agreement/Memorandum~~, any current employee ~~who is a member of the "Law Enforcement Unit"~~ who is called back to attend Court in relation to a matter arising from their employment relationship with the County ~~of Riverside~~ at a time when they otherwise are off duty, shall receive a minimum of four one (41) hours ~~of~~ compensation ~~at the appropriate overtime rate~~. A shift shall not be extended for the purpose of avoiding the payment of the four one (14) hours ~~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 four one (14) hours ~~per day~~ plus any additional time spent in Court on the same day compensated at the appropriate regular duty ~~or overtime~~ 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 ~~overtime~~ compensation from the start of Court through the start time of the shift.

Comment [LCW39]: December 8 – This was added because employees have taken leave instead of showing up to work.

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.

Comment [LCW40]: January 19 – proposal modified for a one year MOU. RSA said the language changes were acceptable but not the reduction to two hours. For the one year proposal, we are offering one hour.

D. ~~Evening and Night Differential.~~

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- ~~1. Only those employees listed below are eligible for shift differential in the manner described.~~
- ~~2. Professional call or standby duty shall not be a basis for payment of night differential.~~
- ~~3. Deputy Coroner and Correctional Counselor: Evening Shift (swing). Notwithstanding other provisions of this Agreement, Deputy Coroners and Correctional Counselors who commence work between the hours of 1:00 p.m. and 11:00 p.m. shall be paid a night differential at a rate of sixty cents (0.60¢) per hour for the time actually worked between 3:00 p.m. and 11:00 p.m. This differential does not apply to vacation, sick leave, or holiday pay, or overtime resulting from the continuation of a shift that commenced prior to 1:00 p.m.~~
- ~~4. Deputy Coroner and Correctional Counselor: Night Shift (grave). Notwithstanding other provisions of this Agreement, Deputy Coroners and Correctional Counselors who commence work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential at a rate of one dollar and twenty cents (\$1.20) per hour for the time actually worked after 11:00 p.m. This differential does not apply to vacation, sick leave, or holiday pay, or overtime resulting from the continuation of a shift that commenced prior to 11:00 p.m.~~

Comment [LCW41]: January 19 – proposal modified to delete for one year MOU.

E.D. Bilingual Premium Pay. ~~This program covers all full time and part time~~ employees who are assigned work on a regular and continuing basis in a position that requires a second language to effectively meet the service demands of the County's customers 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.
- 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/Factors:

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

~~Skill Levels:~~

~~Definitions of Skill Levels:~~

~~Level 1: Basic Oral Communication~~

~~Employees at this level perform bilingual translation~~

~~Level 2: Task Completion~~

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

~~Level 3: Written translation, and medical and legal interpretation~~

~~Employees at this level perform complex verbal and written translation.~~

~~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 adoption of this MOU 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 adoption of this MOU 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~~

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~~the approval of this MOU. 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.~~

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 adoption of this MOU by the Board of Supervisors, eEmployees who are eligiblehave—qualified for bilingual paycompensation will receive—additional compensation as follows:~~

~~Level 1: Forty Dollars (\$40.00) per pay period. Fifty cents (0.50¢) per actual hours-worked~~

~~Level 2: Sixty Dollars (\$60.00) per pay period. Seventy five cents (0.75¢) per actual hours-worked~~

~~Level 3: Eighty dollars (\$80.00) per pay period. One dollar (\$1.00) per actual hours-worked~~

Testing Administration

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

~~Level 1: Basic oral/reading test~~

~~Level 2: Written~~

~~Level 3: Complex Level Written~~

Plan Implementation

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

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

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

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

Comment [LCW42]: February 16 – TA re all language on bilingual pay based on RSA's January 31 proposal.

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~~F.E.~~ Corrections Transportation Premium. ~~Effective May 31, 2012,~~ ~~e~~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. ~~in~~ Transportation.

Employees not scheduled to operate~~perform duties in~~ 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 duties shall receive the premium for only those hours actually assigned~~worked~~ 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.F.~~ P.O.S.T. Certificate Pay.

A. Employees hired before the first pay period following Board of Supervisors’ approval of the MOU ~~into~~The incumbent of 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~~as follows:~~

1. Intermediate – seven percent (7%) of base pay higher than that specified for such position, or
2. Advanced – twelve percent (12%) of base pay~~higher than that specified for such position.~~

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.

B. Employees hired or rehired on or after the first pay period following Board of Supervisors’ approval of the MOU 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

Comment [LCW43]: February 16 – RSA said in its January 31 proposal that the language on the effective date proposed by the County on January 19 is acceptable.

Comment [LCW44]: September 14 – TA section G3 in RSA response to proposal. 9/11

Comment [LCW45]: February 16 – RSA said in its January 31 proposal that the language on the effective date proposed by the County on January 19 is acceptable.

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~~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~~

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

H.G. 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 Masters 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.H. Special Assignments in Law Enforcement. Any ~~sworn peace officer who is a~~ member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County shall be entitled to specialty pay, where applicable, in addition to their regular hourly rate as follows:

It is expressly understood that ~~Law Enforcement members in~~ 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

Comment [LCW46]: January 19 – On January 14 RSA said that we have a TA on Article IV, Section G – Education Incentive.

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punitive action in which case the matter may be heard in the Disciplinary procedure.

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

~~Specialty & Skill pay will be credited towards retirement in accordance with PERS regulations.~~

The provisions for ~~Field~~ 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. Field 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 ~~Field~~ Training Officer; i.e., when a trainee is actually assigned.

4-2. 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.

2-3. Effective March 2012, aAs 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.

~~Effective January 1, 2014, a~~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.

3-4. K-9. Canine Pay

4-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 Workers'

Comment [LCW47]: January 19 – On January 14 RSA said that we have a TA on these three paragraphs in section H.

Comment [LCW48]: September 14 TA this paragraph in RSA response to proposal. 9/11

Comment [LCW49]: January 19 – On January 14 RSA said that we have a TA on this paragraph

Comment [LCW50]: February 16 – We understand that the current MOU language is actually the side letter. But we maintain this proposal.

Comment [LCW51]: January 19 – On January 14 RSA said that we have a TA on these two paragraphs.

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~~Compensation~~ 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. 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.~~

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

~~4-5.~~ **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.

~~5-6.~~ **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:

Comment [LCW52]: January 19 – This proposal also includes the elimination of the currently paid (but not provided for in the MOU) \$20 per pay period for cleaning uniforms for canine officers. The elimination will occur on the first date of the pay period following Board approval of the MOU.

The County accepts the changes from RSA. TA

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- 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.

~~6-7.~~ ~~CrisisHostage~~ Negotiators. Any employee assigned to work as a ~~CrisisHostage~~ Negotiator ("~~HNT~~") shall be compensated an additional fifty dollars (\$50) a pay period for all pay periods assigned as an ~~HNT~~, irrespective of hours actually worked as an ~~CNHNT~~.

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

Comment [LCW53]: September 14 TA paragraph in 7 RSA response to proposal. 9/11

~~J.I.~~ 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.

Comment [LCW54]: January 19 – On January 14 RSA said that we have a TA on this paragraph

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.

~~Payroll System.~~ ~~The payroll system is date based, as opposed to hour based.~~

- ~~1. — Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service rather than hours, i.e. 1040 hours shall become six (6) months and 2080 hours shall become one (1) year.~~

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- ~~2. Leave accruals, i.e. sick leave, vacation pay, will continue to accrue on a daily basis and require that the employee in a paid status for each day during the pay period to receive the full accrual for that pay period.~~
- ~~3. Some other benefits will be granted even though the employee is in a paid status for only one day during the pay period, i.e., flexible credit allowance.~~
- ~~4. The pay date is the "second Wednesday following the end of the pay period".~~

Comment [LCW55]: January 19 – On January 14 RSA said that we have a TA on deletion of these paragraphs from here but it has changes to the section in the next Article.

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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".

Comment [LCW56]: September 14 – added at RSA's request. This is acceptable.

Comment [LCW57]: February 16 – RSA wants to remove Workers' Comp TTD. This is our current practice.

SPECIAL PROVISIONS OF THIS ARTICLE

- ~~A. Effective May 31, 2012 (PP 13/2012) merit/step (2.71%) increases shall occur in (1) step increments each year of this agreement until May 28, 2014 (PP 12/2014) at which point the merit/steps shall be restored as stated below in Section 1.C. of this Article.~~
- ~~B. Effective June 14, 2012, the wage rates shall be restored to the pre-imposition (RSA LEU MOU 2008 – 2011) levels. It is understood and agreed that there shall be no retroactivity.~~

Comment [LCW58]: January 19 – On January 14 RSA said that we have a TA on the deletion of these two paragraphs.

Section 1. STEP ADVANCE

- ~~A. 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. exception as herein otherwise provided.~~
- ~~1. Employees appointed on or after June 25, 1992, and for Deputy Coroners appointed prior to January 9, 1992, to classifications in the Law Enforcement Unit:~~

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The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of ~~one (1) year (approximately 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 ~~six (6) months (approximately 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 ~~one (1) year (approximately two thousand eighty (2080) hours)~~ in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

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

Comment [LCW59]: January 19 – On January 14 RSA said that we have a TA on the paragraphs above under section 1 step advance.

B.A. 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.

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~~B.C.~~ Every anniversary salary increase ~~shall be to the rate of the second next higher step, except from the eighth (8th) step and thereafter, it shall be to the next higher step.~~

Comment [LCW60]: September 14 – TA this paragraph based on RSA response to County proposal dated 9/11

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 which is one (1) year (approximately two thousand eighty (2080) hours) (not inclusive of overtime)~~ in a paid status after the resulting change of salary.

Comment [LCW61]: January 19 – On January 14 RSA said that we have a TA on Section 2 – New Employees

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. Reemployment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this Memorandum of Understanding.~~

Comment [LCW62]: February 16 – RSA said in its January 31 proposal that the deletion of this language is acceptable. TA

~~C.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 accrued time toward earned and to earn vacation at the rate at which he or she was earning, not exceeding the amount thereof which was lost~~ at the time of termination, ~~and t~~ The anniversary date for step advance may be expressly fixed, subject to limitations as provided in this MOU ~~other provisions of this ordinance relating to delay and disallowance thereof, by to allowing~~ credit for all or a portion of the applicable period of service prior to said termination.

Comment [LCW63]: This clarifies that the employee will be provided any sick leave on the books when he/she left employment and the right to earn vacation at the rate he/she was previously earning.

February 16 – RSA's proposal that vacation would be at whatever rate is greater does not make sense to us.

~~D.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

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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, Section 21153 of the Government Code. ~~The law at section~~ permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or reemployment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

When a retiree under the 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.

Comment [LCW64]: January 19 – On January 14 RSA said that we have a TA on this section on reemployment of retired persons.

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 ~~for 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~~^{new} 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 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 ~~if the date of promotion were the date of employment provided in Article 5 Section 1.~~

B. Transfer

~~Section 5. TRANSFER~~

~~An employee who is transferred shall maintain his/her same salary. On transfer, the salary shall be the same as that paid previously.~~ 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.~~

Comment [LCW65]: October 3 – Changes to Section 4 made on September 22 resulting in a TA.

Section 56. DEMOTION

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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 anniversary date shall not change.~~ The effective date of all demotions shall coincide with the first ~~working~~ day of ~~a the~~ pay period. ~~The anniversary date shall be determined as if the date of demotion were the date of employment.~~

Comment [LCW66]: February 16 – RSA modified our previous TA to delete this sentence. We maintain our proposal.

B. Voluntary Demotion:

1. Permanent employees who, ~~are on promotional probation and, within one (1) year (approximately two thousand eighty (2080) hours) in a paid status following a promotion,~~ voluntarily demote to ~~their 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 not change be determined as if the date of demotion were the date of employment.~~

Comment [LCW67]: September 14 – made proposed changes form RSA TA based on RSA response form 9/11.

~~C.~~ Section 67. 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.

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 11.~~

Comment [LCW68]: January 19 – On January 14 RSA said that we have a TA on this paragraph

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

Comment [LCW69]: September 14 – TA to delete this paragraph based on RSA response form 9/11.

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~~D.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.

~~E.D.~~ The effective date of a reclassification shall coincide with the first ~~working day~~ of a pay period.

Comment [LCW70]: September 14 – TA to this paragraph based on RSA response form 9/11.

Section 78. 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.B.~~ 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.C.~~ The Sheriff's Department will administer the required entry level assessment(s) to the employee as necessary.

~~C.D.~~ 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.

Comment [LCW71]: February 16 – proposed language modified based on comments from RSA.

~~All permanent e~~Employees who have passed probation of the County who change classification from Deputy Sheriff to Correctional Deputy or Deputy Coroner must serve a new initial probationary period of ~~eighteen (18) months (approximately three thousand one hundred twenty (3120) hours)~~ or ~~twelve (12) months (approximately two thousand eighty (2080) hours)~~, respectively.

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.

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 eighteen (18) three thousand one hundred twenty (3120) hours in paid status not including overtime months, but rather will serve a probationary period of ~~six (6) months (approximately one thousand forty (1040) hours)~~.

Comment [LCW72]: January 19 –all changes were accepted in this section except for D1. County maintains that proposal.

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Section 89. 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 940. CLASSIFICATION PROCEDURE

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

~~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~~ ~~Classification~~ Division ~~staff resources,~~ the following procedure will apply to employees of the Law Enforcement Unit:

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

The Human Resources Director shall take one of the following actions: (1) ~~R~~refer the request to the Classification ~~and Compensation~~ Division for study; or (2) ~~R~~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.~~

Comment [LCW73]: September 14 – TA to this paragraph based on RSA response form 9/11.

Section 104. 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 ~~and seasonal~~ employee shall be in an initial probationary status from the effective date of their initial employment in a position in a paid status until the required initial probationary period, and any extension, is completed without separation from County employment.

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

~~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 <u>series</u>	3120 hours}	48 months (approx.
<u>Sheriff's Corporal series</u>		3120 hours
<u>Sheriff's Investigator series</u>		3120 hours
Correctional Deputy <u>Series</u>	3120 hours}	48 months (approx.
Deputy Sheriff Trainee	hours)	6 months (approx. 1040
All other classes in the Law Enforcement Unit		42 months (approx.
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 ~~—Deputy Coroner.~~ The initial probationary period of an employee may be extended by the employing Department Head with the approval of the Human Resources Director. Extensions of an initial probationary period ~~are discouraged and~~ must be approved by the Human Resources Director or a designee in writing at least eighty (80) hours before the end of the existing initial probationary period. ~~Approval is made on a case-by-case basis and only for rare and extenuating circumstances.~~ The employee must be notified in

Comment [LCW74]: Moved up from below

Comment [LCW75]: TA February 16 to just this paragraph based on RSA's response on January 31

Comment [LCW76]: February 16 – We appreciate that the RSA will accept the changes on initial probation, but we have not changed our proposal on probation on promotion.

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~~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.~~

~~A twelve (12) month (approximately two thousand eighty (2080) hours) initial probationary period may be extended once to a total of 2600 hours or twice to a total of 3120 hours. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.~~

~~D. Initial Probationary Period Affected by Change in Class. Except as provided in Article 5 Section 78, an employee who has not completed the initial probationary period, and who promotes or transfers to another class, will continue to serve a new initial probationary period equivalent to the required length of initial probation for the class to which the employee promotes or transfers. probation for six (6) months (approximately one thousand forty (1040) hours) following the change. If the class to which the employee promotes or transfers requires one (1) year (approximately two thousand eighty (2080) hours) initial probation, the employee will serve six (6) months (approximately one thousand forty (1040) hours) or the difference between one (1) year (approximately two thousand eighty (2080) hours) and the number of actual hours in a paid status, whichever is greater, following the change.~~

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

~~E.D. 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. All regular employees of the County who promote, demote, or transfer to Correctional Deputy or Deputy Sheriff must serve the equivalent of the entire initial probationary period for the classification (eighteen (18) months or approximately three thousand one hundred twenty (3120) hours).~~

~~During the probationary period first six (6) months (approximately one thousand forty (1040) hours) of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the~~

Comment [LCW77]: January 19 – On January 14 RSA said that we have a TA on extension of probation.

Comment [LCW78]: February 16 – TA based on the response from the RSA on January 31.

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

~~During the first six (6) months (approximately one thousand forty (1040) working hours) of service in a paid status following a promotion, a regular employee who has been promoted from another department or within the same department and who held permanent status at the time of promotion shall, upon being rejected as a probationary promotee, be returned by the department head to a position in the previously held classification in the former employing department without loss of seniority at the same step which the employee held immediately prior to the effective date of the promotion, and the employee's anniversary date shall be re-determined based upon the number of hours of service the employee had at the time of promotion.~~

~~During the first six (6) months (approximately one thousand forty (1040) working hours) of service in a paid status following a transfer, a regular employee who has been transferred from another department or within the same department and who held permanent status at the time of transfer shall, upon being rejected as a probationary transferee, be returned by the department head to a position in the previously held classification in the former employing department without loss of seniority and with no change in step placement or anniversary date; provided, however, when the transfer is made to a different classification, the employee's anniversary date shall be determined based upon the number of hours of service the employee had in step at the time of transfer.~~

F.E. Employment of Relatives. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside. ~~provided, however, that~~ 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

Comment [LCW79]: January 19 – On January 14 RSA said that we have a TA on this paragraph Employment of Relatives.

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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 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.

A.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.

~~Payment of Employee Retirement Contributions.~~

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~~A. Safety Members. The following provisions are applicable to County Safety employees in the Law Enforcement Unit whose classifications are so designated by their CalPERS member category.~~

~~1. Retirement Formulas:~~

~~a. Tier I – 3% @ 50. Employees in job classifications designated as Safety by CalPERS hired prior to August 23, 2012 shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21362.2 of the Public Employees Retirement Law (3% at age 50) and shall not exceed ninety percent (90%) of final compensation.~~

~~b. Tier II – 2% @ 50. Employees in job classifications designated as Safety by CalPERS hired on or after August 23, 2012 shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21362 of the Public Employees Retirement Law (2% at age 50) and shall not exceed ninety percent (90%) of final compensation.~~

~~2. Effective June 5, 2012 any employees paying five percent (5%) of their earnings towards CalPERS member contributions shall continue to pay the five percent (5%) until July 10, 2013. Effective July 11, 2013 (PP 16/2013) employees will pay the full nine percent (9%) member contribution. Retirement Calculations:~~

~~a. Tier I – Single Highest Year. Employees in job classifications designated as Safety by CalPERS hired prior to August 23, 2012 the provision of Section 20042 of the Public Employees' Retirement Law (twelve (12) consecutive months of employment) shall apply to safety employee members and a ninety percent (90%) cap.~~

~~b. Tier II – Three (3) Highest Year Average. Employees in job classifications designated as Safety by CalPERS hired on or after August 23, 2012 the provision of Section 20037 of the Public Employees' Retirement Law (three (3) consecutive years of employment) shall apply to safety employee members.~~

~~C. Optional Benefits~~
~~Employee Contributions.~~

~~Effective June 14, 2012 any employee currently paying their own member contributions shall continue to pay the full nine percent (9%) member contributions for the duration of their employment.~~

Comment [LCW80]: January 19 – On January 14 RSA said that we have a TA on all paragraphs above on retirement.

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~~Employees in the Law Enforcement Unit hired on or after August 23, 2012 shall pay the full nine percent (9%) member contributions to PERS for the duration of his or her employment.~~

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.

Comment [LCW81]: January 19 – On January 14 RSA said that we have a TA on this paragraphs on optional benefits

~~B.D. For "Classic Member" Miscellaneous EmployeesMiscellaneous Members. 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

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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. 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.

1. Retirement Formulas.

a. Tier I – 3% @ 60. Employees in job classifications designated as Miscellaneous by CalPERS hired prior to August 23, 2012 shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21354.3 of the Public Employees Retirement Law (3% at age 60).

b. Tier II – 2% @ 60. Employees in job classifications designated as Miscellaneous by CalPERS hired on or after August 23, 2012 shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21353 of the Public Employees Retirement Law (2% at age 60).

2. Retirement Calculations.

a. Tier I – Single Highest Year. Employees in job classifications designated as Miscellaneous by CalPERS hired prior to August 23, 2012 the provision of Section 20042 of the Public Employees’ Retirement Law (twelve (12) consecutive months of employment) shall apply to miscellaneous employee members.

b.a. Tier II – Three (3) Highest Year Average. Employees in job classifications designated as Miscellaneous by CalPERS hired on or after August 23, 2012 the provision of Section 20037 of the Public Employees’ Retirement Law (three (3) consecutive years of

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~~employment) shall apply to miscellaneous employee members and a ninety percent (90%) cap (if permissible by CalPERS).~~

~~3. Employee Contributions.~~

~~a. Effective June 14, 2012 any employee currently paying their own member contributions shall continue to pay the full eight percent (8%) member contributions for the duration of their employment.~~

~~b. Employees in the Law Enforcement Unit hired on or after August 23, 2012 shall pay the entire required employee's contribution to PERS for the duration of his or her employment.~~

~~c. Effective June 5, 2012 any employees paying five percent (5%) of their earnings towards CalPERS member contributions shall continue to pay the five percent (5%) until July 10, 2013. Effective July 11, 2013 (PP 16/2013) employees will pay employee contribution, not to exceed eight percent (8%).~~

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 approval of this MOU, 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 the MOU.

~~G. CalPERS Contribution Offset – Employees covered under the provisions of this MOU on June 5, 2012 received a salary increase in their base hourly rate of pay effective July 11, 2013 (PP 16/2013) to offset the increased CalPERS contribution as follows:~~

~~1. These employees in job classifications designated as Safety by CalPERS received four percent (4%).~~

Comment [LCW82]: January 19 – On January 14 RSA said that we have a TA on all paragraphs above for miscellaneous members on retirement.

Comment [LCW83]: January 19 – The County proposes to modify the previous OS rating

February 16 – RSA has indicated they do not agree with the elimination of the Offset and placement on the non-OS salary schedule. The County maintains its proposal.

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- ~~2. Those employees in job classifications designated as Miscellaneous by CalPERS received three percent (3%).~~

~~Accordingly, all employees who received the offset shall hold a classification title that is identified with an "OS" designation. Incumbents in an "OS" designated classification shall continue to receive the offset as covered by the provisions of this MOU.~~

~~Except as otherwise provided above and in a separate settlement agreement entered into by the parties on December 17, 2014, no employees hired or transferred into the RSA unit after June 5, 2012 shall be placed into an "OS" classification title.~~

- ~~3. Public Employees Retirement System Safety Employees Optional Pick-up. Effective July 1, 1993, the current practices and previous MOU agreements on this subject shall be changed to conform with PERS Circular Letter No. 340-171, dated December 22, 1992.~~

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

~~**Deputy Coroner and General Employee Related Retirement Agreements.**~~

- ~~1. Automatic Implementation of PERS retirement enhancements for Deputy Coroners. RSA agrees that any PERS retirement enhancement that is negotiated on behalf of, or granted to, other Riverside County PERS Miscellaneous members which, under PERS regulations, must be made applicable to all Riverside County PERS Miscellaneous members, shall automatically be granted and made applicable to all RSA represented PERS Miscellaneous members.~~

- ~~2. Safety Retirement – RSA efforts on behalf of Deputy Coroners. During the term of this MOU, the County understands that RSA may seek legislation, declaratory relief, other court action, or action through CalPERS that would make all employees in Coroner classifications eligible for PERS Safety retirement. The County hereby agrees to not oppose such legislation, court or other action. However, the County retains the right to take the position that it requires PERS to approve of any amendment to its contract with PERS and that the County cannot unilaterally alter its contract but requires PERS approval for any amendments. In the event of a favorable ruling by the court, passage of legislation, and/or favorable action through CalPERS, the County shall forthwith provide Safety retirement to all employees in Coroner classifications. Upon implementation of said Safety retirement Deputy~~

Comment [LCW84]: February 16 – TA re the elimination of these two paragraphs based on the response from the RSA on January 31.

Comment [LCW85]: January 19 – On January 14 RSA said that we have a TA on this paragraph

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~~Coroners and Coroner Corporals will waive all remaining wage increases for the duration of the MOU.~~

Section 3. ELECTRONIC FUND DEPOSIT OF PAYROLL

Employees shall be required to receive payroll funds by electronic deposit. Employees shall receive a Statement of Earnings (pay stub) through 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. ~~SCHEDULED WORK AND~~ VACATION CHANGE NOTICE

~~No change shall be made to an employee's work schedule unless that employee has received five (5) days advance notice and n~~
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. ~~A.~~ Staffing levels are projected to be abnormally low for at least one (1) work ~~period~~ shift.

~~A.B.~~ The ~~County Sheriff's Department~~ or District's Attorneys' Office is operating under an emergency condition. An emergency condition is defined as any specific unusual occurrence, unusual event or situation, such as, but not limited to, localized natural disasters, riots or extended breaches of the peace that require additional staffing of personnel to control the situation.

~~B.~~

~~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, either in person or by telephone. The Sheriff's Department shall post an official work schedule at each bureau and station.~~

~~The Sheriff is authorized to place on stand-by duty such personnel as may be required.~~

Section 5. VETERANS PREFERENCE

The Human Resources Administration ~~under Section 3.B. of Ordinance #440~~ is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and ability. Each officer shall appoint all necessary employees allowed for their department by this ordinance only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating

Comment [LCW86]: January 19 – On January 14 RSA said that we have a TA on this paragraph

Comment [LCW87]: September 14 – TA this paragraph based on RSA response proposal on September 11

Comment [LCW88]: January 19 – On January 14 RSA said we have a TA on this paragraph.

Comment [LCW89]: September 14 – TA to delete this paragraph based on RSA response proposal on September 11

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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.

Comment [LCW90]: February 16 – TA based on the response from the RSA on January 31.

Section 6. ~~PERSONNEL FILES~~

Comment [LCW91]: This is addressed by the law.

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

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

Section 7. 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.

Section 10. ~~SERVICE POINT CREDITS (EXCLUSIONS) REINSTATEMENT/ CONTINUOUS SERVICE~~

~~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~~

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~~dismissal or suspension for use in subsequent promotional testing processes only. Similarly, no such 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.~~

Comment [LCW92]: This language was moved up either under promotion process or probation.

January 19 – RSA accepted the moving of this language as a TA.

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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.

~~B. 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, allowable upon 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.~~

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

~~E.B. Use of accrued sick leave is shall be allowed for the purpose of preventative medical, or dental care for self and/or care of the 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.~~

~~1-2. 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. Family shall also include grandparents and/or grandchildren if the employee is the primary caregiver for such.~~

Comment [LCW93]: We took out this sentence and added grandparent above as it is now the law.

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2-3. 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~~ personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the Department Head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the Department Head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

F-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 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.

G-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.

H-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.

I-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.

J-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.

K-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,

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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 <u>of continuous service</u> hours	50%	960
15 years or more <u>of continuous service</u> 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.

Section 2. BEREAVEMENT LEAVE

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

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

Section 3. FITNESS FOR DUTY

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

- 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

Comment [LCW94]: February 16 – the County appreciates the RSA's withdrawal of certain aspects of its proposal, but the County maintains its proposal.

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employee has no accrued sick leave balance, the employee may utilize vacation, compensatory time, or holiday benefits with full pay or receive a leave of absence without pay, in accordance with the provisions of this Agreement and Department policy.

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

Comment [LCW95]: February 16 – TA based on what RSA told us at the table on January 19

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 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.

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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. Military and Veterans Code.

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)

Comment [LCW96]: January 19 – On January 14 RSA said that we have a TA on this paragraph

Comment [LCW97]: September 14 – added last sentence per RSA's request. TA on Jury duty.

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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.

~~Any employee who shall be summoned for attendance to any court for jury duty during normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury. A temporary employee shall be entitled to retain jury fees, since they may not be paid as an employee for time not actually worked as such employee.~~

g. Any employee ~~who shall be~~ called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if they ~~shall~~ use County transportation. ~~Any e~~

h. Employees ~~who are designated non-exempt from FLSA~~ 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. — AIR POLLUTION EMERGENCY

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

Section 8. VOLUNTARY TIME BANK

- A. Definition of eligible employees. Only employees in budgeted ("Regular") positions within the Law Enforcement Unit are eligible to participate in the Riverside County Voluntary Time-bank Policy.
- B. Definition of catastrophic illness or injury. Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all accumulated leave. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (i.e., the spouse, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for an extended period to

Comment [LCW98]: February 16 – TA based on the response from the RSA on January 31.

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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, 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.

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5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or administrative leave.

6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donor and recipient's paid leave balance will be made.

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

1. Only the employee for which the Time-bank has been established may receive leave credits from the Time-bank. Such leave credits shall be added to the employee's vacation balance.

2. The affected employees will provide verification of the (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.

3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.

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

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

2. Notify the Human Resources Department of the need for the program and coordinate the program's establishment.

3. Require that employee donations be made directly to the Human Resources Department to ensure that employee's decision to donate or not donate is kept confidential.

4. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-bank and take appropriate action.

G. The Human Resources Department will:

1. Control the Time-bank program.

2. Receive from the employee benefiting from the Time-bank proof of eligibility and a signed agreement allowing publication of the employee's situation.

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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.

Comment [LCW99]: TA February 16 voluntary time bank as RSA withdrew prior proposal to change.

Section 9. 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. A pregnant employee shall not later than the sixth (6th) month of her term of pregnancy furnish her department with a signed physician's certificate specifying the anticipated date of delivery. If the employee wishes to work past the end of her seventh (7th) month of pregnancy, she shall furnish her department with a signed physician's certificate stating that she is physically able to continue working through a specified date prior to delivery.~~

Comment [LCW100]: Modified to mirror the provisions of the law which provide for leave and health benefits during the leave.

~~If the employee wishes to return to work sooner than one (1) calendar month after delivery, she shall furnish her department with a signed physician's certificate stating that she is physically able to perform the duties of her position.~~

Section 10. RELEASE TIME FOR THE PRESIDENT OF ASSOCIATION

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

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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 subject to and with the approval and consent of the ~~County~~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 11. RELEASE TIME FOR REPRESENTATIVES

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

During each fiscal year such authorized representatives' cumulative release time (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 ~~paidpayroll~~ status, eighty (80) hours each year:

Years four (4) through nine (9) (6,248 through 18,720 hours) in a ~~paidpayroll~~ 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.

~~Effective June 14, 2012, a~~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. ~~No vacation shall ever be taken for a period exceeding the maximum accumulated. 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. Temporary Vacation Bank Increase — Effective July 11, 2013, the County shall add, in addition to the accruals set forth in Section 1A of this article, an additional four (4) hours per pay period (based on standard accrual rules) to the vacation banks of all bargaining unit employees, up to a maximum of two hundred and eight (208) hours. This clause shall expire on July 8, 2015, at which time the future vacation time accruals shall revert to Section 1A of this article.~~

~~C.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;

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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.

~~Temporary employees shall not be entitled to paid vacation.~~

Comment [LCW101]: January 19 – RSA proposal re terminal vacation is rejected for one year MOU.

~~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.~~

~~D.~~

~~E.~~

~~F.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.

~~G.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.

Comment [LCW102]: TA all changes to Article VIII on September 22

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ARTICLE IX
HOLIDAYS

Section 1. PAID HOLIDAYS

- A. Only regular permanent or probationary, ~~and seasonal~~ employees in a current paid status, shall be eligible for paid holidays.
- B. County Holidays
- January 1, New Year's Day
Third Monday in January, Martin Luther King, Jr.
February 12, Lincoln's Birthday
Third Monday in February, Washington's Birthday
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Columbus Day
November 11, Veterans' Day
Fourth Thursday in November, Thanksgiving Day
(unless otherwise appointed)
Friday following Thanksgiving
December 24 and 31 when they fall on Monday
December 25, Christmas Day
December 26 and January 2, when they fall on a Friday
Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following when such date falls on a Sunday.
- 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

Comment [LCW103]: December 8 – there are no such employees.

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to exceed eight (8) hours. ~~Overtime worked on a scheduled day off will be paid in accordance to the overtime provisions of this MOU, in addition to the holiday pay.~~

- I. ~~A full time employee. A member of the "Law Enforcement Unit"~~ 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 their regular shift hours, half (1/2) time the hours time~~ actually worked, plus eight (8) hours of holiday pay. ~~The pay for these eight (8) hours may be prorated if employee only works a partial day thereby using a portion of their holiday time. Overtime worked on a regularly scheduled work day will be paid in accordance to the overtime provisions of this MOU, in addition to the holiday pay.~~

J. ~~Martin Luther King Jr. Holiday: All holiday hours earned for this holiday shall be banked and regular/overtime hours worked will be paid as follows:~~

- ~~1. Employees whose regularly scheduled day off falls on that holiday shall be entitled to eight (8) hours compensatory time off.~~
- ~~2. Employees whose regularly scheduled work day falls on that holiday who elects to take off that day as a holiday, with approval of the County, shall receive such time off without any loss of pay.~~
- ~~3. Employees whose regularly scheduled work day falls on the holiday and who works that holiday shall receive holiday time at the rate of time and one-half (1-1/2) for all time actually worked on that day, which holiday time shall be in addition to the employee's regular pay for that work day.~~

Comment [LCW104]: January 19 – On January 14 RSA said that we have a TA on this paragraph

Comment [LCW105]: TA February 16 to just the words full-time employee based on RSA response of January 31.

Comment [LCW106]: February 16 – the County maintains its proposal. This is a cost savings to the County.

Comment [LCW107]: September 14 – TA to delete per RSA's response proposal on September 11

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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.

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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 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. ~~F~~or all hours spent with the prisoner in their custody;
- B. ~~F~~or 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. ~~W~~ith 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

Comment [LCW108]: January 19 – On January 14 RSA said that we have a TA on these paragraphs in A,B, and C

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productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.

- D. ~~a~~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. ~~on a daily basis or in the two (2) week pay period.~~

- ~~E. The above extradition pay must be paid in a manner and time period consistent with regular County pay practices.~~

Section 8. MILEAGE REIMBURSEMENT

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

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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, ~~seasonal, or temporary~~ employee;
4. Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons against a permanent employee, pursuant to the provisions of Article XII; and,
5. Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory (or competent) or better or (2), with respect to employees in their initial probationary period.

Section 3. FREEDOM FROM REPRISAL

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

Section 4. EMPLOYEE REPRESENTATION

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

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

Section 5. CONSOLIDATION

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

Section 6. RESOLUTION

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

Section 7. WITHDRAWAL

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

Section 8. TIME LIMITS

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

Section 9. RESUBMISSION

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

Section 10. EXTENSION OF TIME

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

Section 11. STEPS IN THE GRIEVANCE PROCESS

The following procedure shall be followed:

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee(s), or the employee's representative, shall first take the matter up with the immediate Supervisor or the appropriate person in management if the

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immediate Supervisor is not in a position to remedy the concern. The Supervisor shall give a prompt response where it is possible to do so. The employee and the Supervisor are each entitled to the presence of a silent observer to the employee-Supervisor discussion. If a group of employees is involved then the group is entitled to a silent observer. An observer who interrupts or participates in the discussion may be excluded from the discussion by either the employee(s) or the Supervisor. Grievances filed by RSA on its own behalf may be filed in writing without any prior discussion with supervision.

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

Section 12. ARBITRATION

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

Comment [LCW109]: December 8 – County modified proposal to 60 days per prior discussion.

February 16 – The RSA proposal is below. The County would accept the proposal if the last sentence deleted the words "the RSA considers" and we would need to add the word "is" before the word "closed". Otherwise the County maintains its proposal.

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-Demand for Arbitration is considered withdrawn, and the RSA considers that particular matter closed.

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- C. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses who are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Employee Relations Division Manager, or a designee, with the employee's Department Head at least two (2) working days in advance of the hearing date.
- D. ~~Prior to the arbitration hearing, the parties shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues. The arbitrator shall not decide any substantive issue(s) not within the statement of the issues submitted by the parties. This includes issues which have not been raised and considered at an earlier step of the grievance procedure.~~ The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.
- E. All grievances filed by RSA shall be heard and discussed in the grievance procedure up to and including the grievance meeting; no grievance shall be rejected from the grievance procedure. In the event that the County maintains that the issue is not subject to arbitration the issue of arbitrability shall be resolved by an Arbitrator ~~on the Arbitrator Strike List who shall be~~ selected by mutual agreement of the parties but who will not hear the underlying dispute. In the event that the arbitrator finds that the grievance is arbitrable, the parties shall select a different arbitrator to hear the underlying dispute.
- F. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU. No arbitrator shall have any power to alter, amend, modify, or change any of the terms of this agreement or shall exceed the authority provided to him by this agreement.
- G. Arbitration proceedings shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- H. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a hearing.
- I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

Comment [LCW110]: January 19 – On January 14 RSA said that we have a TA on this paragraph

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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.

Comment [LCW111]: September 14 TA based on RSA response proposal of September 11. County delete previously proposed first sentence per RSA request.

I. ~~Either the Human Resources Department or RSA may appeal the decision of the arbitrator to the Board of Supervisors within fifteen (15) calendar days of the date of the arbitrator's award. All appeals must include a copy of the award. A copy of the appeal, and all documents submitted to the Board of Supervisors in support thereof, shall be served on the respondent by the appellant at the time the appeal is filed. The respondent shall have ten (10) calendar days from date of the receipt of the appeal in which to file and serve its written opposition, if any. The Board of Supervisors shall hear and decide the appeal within forty-five (45) calendar days of the date of the appeal. The Clerk of the Board of Supervisors shall give reasonable notice to both parties of the date the matter will be heard by the Board. Both parties shall be given a minimum of fifteen minutes to present oral argument in favor of their respective positions; however, no additional testimony will be taken.~~

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

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

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

Comment [LCW112]: September 14 TA to changes to old subsection I based on RSA response proposal of September 11.

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ARTICLE XII
DISCIPLINE, DISMISSAL, AND REVIEW

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

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

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

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

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

Comment [LCW113]: January 19 – Although not referenced in the MOU, the County proposes to delete the discipline matrix from further use by the parties. This is provided per the proposal for a one-year MOU.

February 16 – the County maintains its proposal to delete the disciplinary matrix.

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~~Section 5. Reduction in compensation under this section shall consist only of a change within the salary plan/grade from the existing step to a lower step for a specified duration of one (1) or more full pay periods, but not to exceed thirteen (13) pay periods.~~

Comment [LCW114]: February 16 – we acknowledge the RSA's proposal on paragraphs 4 and 5. The County rejects the proposal and maintains its proposal.

Section 36. 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 47. Performance of Essential Functions

A. Firearms

~~Sworn employees who temporarily lose the legal entitlement to possess and carry a firearm are unable to perform an essential function of their position. Notwithstanding other factors that may involve criminal or disciplinary sanctions, the Department does not generally consider a temporary (30 days or less) inability to possess and carry a firearm a disciplinary matter. As such, and at the department's discretion, an employee may be placed on modified duty. If an employee is not initially placed on modified duty, he/she will be afforded the option to choose whether to be absent without pay or utilize benefit time (vacation/holiday/compensatory leave) and may request modified duty subject to the provisions below.~~

B. Driver License

~~Sworn employees who temporarily lose the legal privilege to operate a motor vehicle are unable to perform an essential function of their position. Notwithstanding other factors that may involve criminal or disciplinary sanctions, the Department does not consider a temporary (thirty (30) days or less) inability to operate a motor vehicle a disciplinary matter. As such, and at the department's discretion, an employee may be placed on modified duty. If an employee is not initially placed on modified duty, he/she will be afforded the option to choose whether to be absent without pay, utilize benefit time (vacation/holiday/compensatory leave), or sick leave (pursuant to the sick leave provisions contained in this MOU) and may request modified duty subject to the provisions below.~~

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

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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.

Comment [LCW115]: February 16 –The County maintains this proposal

A. Request for Modified Duty

~~For either the temporary loss of the ability to possess and carry a firearm or the privilege to operate a motor vehicle, an employee may request to be placed on modified duty (thirty (30) days or less). The request must be immediately submitted to their division chief (via chain of command) subsequent to the employee becoming aware of the loss of firearm or driving privilege and/or upon notification they were not placed on modified duty by the department as a result of the department becoming aware of a loss of firearm or driving privilege. The determination of the Division Chief shall be final.~~

Section 48. 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.

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- 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 ~~59~~. 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;

Section ~~649~~. 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) drug at work addiction, mistreatment of a patient or inmate at a County facility, or an act which would constitute a felony or a misdemeanor involving moral turpitude, the department head may place the employee on 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 ~~744~~. APPEALS

Comment [LCW116]: September 14 TA based on RSA response proposal of September 11.

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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 812. 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 913. 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.

Comment [LCW117]: February 16 – TA based on the RSA's January 31 proposal.

Section 104. DISCIPLINARY APPEAL PROCESS - MEDIATION ARBITRATION

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

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

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

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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.

Comment [LCW118]: September 14 TA this paragraph, based on RSA response proposal of September 11.

Section 115. 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 ~~Manager~~ at the earliest possible an early 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 ~~Manager~~. The Employee Relations Division ~~Manager or RSA~~ may postpone or cancel a hearing on reasonable notice to the employee, the Department Head, and their respective representatives.

Comment [LCW119]: January 19 – RSA changed our previous TA. RSA's new proposal is rejected.

February 16 – The County acknowledges RSA's proposal and rejects it and maintains its proposal.

C. Unless represented by counsel, the appellant may be represented only by an attorney retained by RSA, RSA Legal Defense Trust or an RSA staff representative.

D. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either party, or the Hearing Officer, provided reasonable notice is given the department employing the officer or employee. The Employee Relations ~~Division~~ Manager, or designee, shall arrange for the production of any relevant County record. The Hearing Officer is authorized to issue subpoenas.

Comment [LCW120]: January 19 – On January 14 RSA said that we have a TA on this paragraph

E. All appeal hearings involving a dismissal or demotion of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the Department Head may, at his own expense, provide a reporter for the hearing.

F. The expenses of the Hearing Officer and hearing shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.

G. ~~Any employee not represented by RSA shall be required to pay a fee equivalent to the filing fee for a Limited Civil Case in the Riverside County Superior Court (currently \$325.00) before the hearing will be scheduled. The County will pay the remaining costs~~

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~~of the Hearing Officer and any fees for attendance of a court reporter if one is required by the MOU. The employee shall pay for all other costs associated with the hearing, including, but not limited to, his/her legal fees, costs of discovery, costs of any transcripts ordered by the employee or his/her representative, and expenses of witnesses who are called by the employee or his/her representative.~~ The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.

Comment [LCW121]: TA December 14

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 sustain, modify, or rescind an appealed disciplinary action imposed by the Department Head.~~
2. ~~Unless~~ the Hearing Officer finds that the disciplinary action was ~~excessive~~ appropriate, the action shall be ~~left undisturbed~~ sustained. ~~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 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

Comment [LCW122]: February 16 – the County maintains its proposal.

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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.

Comment [LCW123]: January 19 – On January 14 RSA said that we have a TA on this one word “and”

8. The employee and the Department Head shall have these rights:
- a. To call and examine witnesses;
 - b. To introduce exhibits;
 - c. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 - d. To impeach any witness regardless of which party first called the witness to testify; and
 - e. To rebut any derogatory evidence.
9. The hearing shall be a private proceeding among the County, the employee and the employee organization. Attendance of others during the proceeding will be at the discretion of the arbitrator.

Comment [LCW124]: February 16 – County maintains its proposal.

Section 12 – 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

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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.

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

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

Comment [LCW125]: TA July 26 the 3304.5 provision.

Section 136. 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

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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.

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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).

- 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.

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

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 ~~s~~Section 125 ~~p~~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 deductions are not properly transmitted to the County in an agreed format.

Comment [LCW126]: January 19 – On January 14 RSA said that we have a TA on this paragraph

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

Q.P. Along with the Riverside County Auditor-Controller's Office, the parties have entered into a Financial Operations Agreement that further defines duties, responsibilities, and

Comment [LCW127]: January 19 – As part of a one year MOU – the County proposes to delete this provision.

February 16 – The County maintains this proposal

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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

~~Effective June 14, 2012 (pay date July 11, 2012), the monthly contribution shall be restored to the previous (RSA LEU MOU 2008 – 2011) medical contribution amount of seven hundred and twelve dollars (\$712.00) per month.~~

~~Effective November 15, 2012 (pay date December 12, 2012), the monthly contribution shall be increased by one hundred and eleven dollars (\$111.00) to eight hundred and twenty three dollars (\$823.00).~~

~~Effective November 14, 2013 (pay date December 11, 2013), the monthly contribution shall be increased by one hundred and seventeen dollars (\$117.00) to nine hundred and forty dollars (\$940.00).~~

Comment [LCW128]: January 19 – On January 14 RSA said that we have a TA on Section 2

Section 3. OTHER BENEFITS

A. Provisions for All Classes Except Deputy Coroners

1. Long-Term Disability Insurance

~~For employees in the Law Enforcement Unit, 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.~~

Deputy Coroner Provisions

~~1. Long Term Disability Insurance In lieu of providing short term disability insurance benefits, Deputy Coroners will be enrolled in the County's long term disability insurance program at a rate not to exceed four hundred and twelve dollars and ninety seven cents (\$412.97) per year.~~

Comment [LCW129]: January 19 – On January 14 RSA said that we have a TA on LTD for deputy coroners.

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

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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 ~~twelve (12) months~~ 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

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correctional facility in tie with position number one (1). 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 RCRM, 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.

J. _____

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

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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~~ ~~An~~ 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 ~~an~~ 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.

~~The 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.

Comment [LCW130]: January 19 – TA on Section 1 as RSA accepts the changes proposed to the senior programs/promotional procedures section

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**Section 2. SHERIFF'S CORPORAL, INVESTIGATOR I, ~~SERGEANT~~ AND
CORRECTIONAL CORPORAL, ~~CORRECTIONAL SERGEANT~~ 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.~~

~~B.~~

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.

Comment [LCW131]: September 14 TA this paragraph based on RSA response proposal of September 11.

Comment [LCW132]: January 19 – On January 14 RSA said that we have a TA on this paragraph C

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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 ~~six (6) months~~ thousand, forty (1,040) hours for internal candidates and ~~eighteen (18) months~~ 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.

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.

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 ~~three (3) years~~ six-thousand, two-hundred and forty (6,240) hours in paid status not inclusive of overtime in the rank of Sheriff's Investigator II;

b. possess an Intermediate P.O.S.T. certificate;

Comment [LCW133]: September 14 TA this paragraph, based on RSA response proposal of September 11.

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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.

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.

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

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.

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.

Comment [LCW134]: September 14 TA this paragraph, based on RSA response proposal of September 11.

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4. Sheriff's Master Investigator IV - All employees in the classification of Sheriff's Lead Investigator III who:

- a. have completed ~~two (2) years~~ 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.

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.

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 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.

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)

Comment [LCW135]: September 14 TA this paragraph, based on RSA response proposal of September 11.

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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.

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.

F.

G. ~~PATH TO SERGEANT~~

~~1. Sheriff's Investigator I – No credit – employee only in this classification for six (6) months.~~

~~2. Sheriff's Investigator II – When competing for Sergeant, candidate shall receive additional points equal to four percent (4%) of the total weighted promotional score.~~

~~3. Sheriff's Lead Investigator III – When competing for Sergeant, candidate shall receive additional points equal to eight percent (8%) of the total weighted promotional score.~~

~~4. Sheriff's Master Investigator IV – When competing for Sergeant, candidate shall receive additional points equal to twelve percent (12%) of the total weighted promotional score.~~

H. ~~LEGACY DOCUMENTS:~~

~~The language in this section was written to be in accordance with the side letter agreement dated September 15, 2009 and the subsequent tentative agreement dated May 10, 2012.~~

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

Comment [LCW136]: January 19 – TA Section 3 Sheriff's Career Investigator Program.

Comment [LCW137]: We propose to delete as Sergeant is not a class in the unit.

February 16 – County maintains its proposal.

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traditional promotional opportunities normally found within law enforcement agencies (i.e. Sergeant, Lieutenant, Captain, etc.) in favor of a career in the investigative field of the District Attorney's Office.

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

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

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

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

INTENT OF 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 ~~special designation incentive~~ promotional path based on exemplary performance, special skills, education, and training. This ~~program~~ 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.

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3. To define and distinguish between those Senior District Attorney Investigators performing additional functions and possessing specialized skills necessary to successfully investigate and prosecute civil and criminal offenders ~~before the Judiciary and those District Attorney Investigators who are charged with professionally managing and commanding the various operations of the District Attorney's Bureau of Investigation.~~
4. To provide retention incentive that will assist the District Attorney in maintaining a skilled and experienced investigative staff.

EMPLOYEES AFFECTED:

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

POSITIONS:

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

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number of positions may equal up to 35% of the total ~~Sr. number of incumbent~~ District Attorney Investigators ~~class~~, but shall initially consist of 16 positions.

Comment [LCW138]: January 19 – accept RSA's proposal.

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

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

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

ELIGIBILITY:

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

Comment [LCW139]: Moved down from section above

PROBATIONARY PERIOD:

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

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

BASIC PROVISIONS:

Those employees recognized as exemplary performers may be appointed to the Senior District Attorney Investigator IIB classification or IIIB ~~special designation.~~ The District Attorney and/or Chief District Attorney Investigator shall award/appoint the Senior District Attorney Investigator IIB and IIIB classifications ~~and may award the Senior District Attorney Investigator IIIB special designation~~ from established candidate eligibility list. The candidate list which shall be developed as a result of an "Assessment Panel". Appointment to the Senior District Attorney Investigator IIB or IIIB classifications ~~or IIIB special designation~~ will not be based solely upon a

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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.

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

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

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

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

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

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

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

The District Attorney and/or Chief 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 ~~Personnel Coordinator~~ shall be responsible for computing each applicant's final score. All rating forms for an applicant shall be averaged to obtain the applicant's final score. Applicants with a final score of ~~eighty~~ seventy percent (870%) or greater shall be placed on the appropriate eligibility list in descending order of scores. A separate eligibility list shall be developed for both the Senior District Attorney Investigator IIB classification and the Senior District Attorney Investigator IIIB ~~special designation~~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 ~~Personnel Coordinator~~ for their individual examination results.

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

ASSESSMENT PANEL:

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

QUALIFICATIONS

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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.
4. ~~Two~~ Three (23) years of criminal or civil investigative experience in a sworn status for a civilian governmental law enforcement agency that included, as a primary responsibility, the performance of field investigations.
5. Possession of an Intermediate P.O.S.T. certificate.

SENIOR DISTRICT ATTORNEY INVESTIGATOR B

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

SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB

Option 1:

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

Option 2:

1. ~~Two (2) years~~ 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. ~~One (1) year~~ 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

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

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

- a. Evaluation of experience and positional performance – 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

Comment [LCW140]: January 19 – TA this section with one change accepted.

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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 RSAs 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

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the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principle officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

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.

RSAs 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 RSAs 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 RSAs 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.

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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.

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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.

Comment [LCW141]: January 19 – RSA accepted this language in its proposal.

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.

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SIGNATURE PAGE

~~2012-2016~~ 2016-2017

RIVERSIDE SHERIFFS' ASSOCIATION
LAW ENFORCEMENT UNIT
MEMORANDUM OF UNDERSTANDING

for the
Riverside Sheriffs' Association

for the
County of Riverside

Robert Masson
President

Lisa M. Piña Elizabeth Jonas
Employee Relations

Signed this 2nd day of May, 2013, at Riverside, California
Day Month