

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. Wwith 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 the Riverside County after having delivered the prisoner:
- i. 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;
 - ii. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and meal time; or
 - iii. during their regular working hours, even on an a day when the FLSA non-exempt employee 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 FLSA non-exempt employee shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
- d. aAt 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~~a daily basis or in the two week pay period.~~

~~I. EDUCATION INCENTIVE: Bachelor's Degree — Effective July 3, 2008, (to be processed the first pay period following Board of Supervisors approval) aAny employee who possesses or earns a bachelor's degree from an accredited university or college shall be paid a premium of two and a half percent (2.5%) of the employee's base pay advanced 2.5% on his/her existing wage scale upon presentation of proof that the employee holds such degree.~~

~~Master's Degree — Effective July 3, 2008, aAny employee who possesses or earns a master's degree from an accredited university or college shall be paid a premium of five percent (5%) of the employee's base pay advanced an additional 2.5% (for a total of 5%) on his/her existing wage scale upon presentation of proof that the employee holds such degree.~~

~~F. EDUCATION REIMBURSEMENT. Effective July 3, 2008, the parties hereby establish an educational reimbursement fund in the amount of \$300,000 for employees in the classifications of Sheriffs Sergeant, Correctional Sergeant, Coroner Sergeant, Lieutenant, and Correctional Lieutenant. An eligible employee with qualifying expenses may submit proof of such expenses for reimbursement to the County. Once the fund is depleted there shall no more reimbursement made for the duration of this MOU.~~

ARTICLE VII
PAY PRACTICES

Special Provision: Except as provided in Article II, Sections 2B and D, for the period between July 12, 2012 and July 10, 2013, the provisions of this section shall be suspended. As a result, during that time period no employee shall receive a step/merit increase to which he or she otherwise would have been entitled. The provisions of this Section shall be restored effective July 11, 2013. For any current employees in LEMU as of the date of Board of Supervisors approval of this MOU whose salary steps were frozen during the period between July 12, 2012 and July 10, 2013, and who are currently not on top step of the salary schedule, they will be moved up on the salary schedule (from their current salary step placement) by the number of steps they would have moved during the period (between July 12, 2012 and July 10, 2013) when steps were frozen.

Section 1: Payroll System.

- A. 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).
- B. 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. Accruals based on partial pay. If an employee is in paid status for a portion of the pay period, the employee will receive leave accruals for that portion of the pay period in which the employee was in paid status.
- C. Some other benefits may be granted even though the employee is in a paid status for only one day during the pay period (flex benefit contribution).
- D. The pay date is the "second Wednesday following the end of the pay period".
- E. 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.

During the term of this MOU, the parties agree that the County can reopen negotiations as a result of its implementation of its new payroll system called "Work Day" to negotiate over any changes necessitated to this MOU by the implementation of "Work Day".

Section 24. STEP ADVANCE

- A. The compensation of every person employed in a regular position on a step basis shall be considered for increase upon their anniversary date, as set forth below, unless exception as herein otherwise provided.
- B. For all employees in the Law Enforcement Management Unit:

The first anniversary date shall be the first day of the pay period following the completion of 1040 hours 6 months in a paid status in the position not including

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

The second anniversary date shall be the first day of the pay period following the completion of an additional 2080 hours ~~one (1) year~~ in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals. The provisions of this section shall be subject to other specific provisions of this ordinance concerning change of anniversary dates.

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

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

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

Section 32. REEMPLOYMENT

- A. Upon recommendation of the employing Officer and approval of the Human Resources Director a former regular employee may be re-employed in the same class or position which they previously occupied, at the same step of the salary range as the step applicable at the time of termination, provided the individual was terminated in good standing.

- A. ~~Reemployment after military service shall conform to the requirements of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act (USERRA), but in other respects shall be in accordance with this agreement.~~
- B. Whenever a former regular employee is or has been re-employed within three months after termination they may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed the accrued sick leave not exceeding the amount thereof which was lost and accrued time toward earned and to earn vacation and annual leave at the rate at which he or she was earning not exceeding the amount thereof which was lost at the time of termination, and ~~the~~ The anniversary date for step advance may be expressly fixed, subject to limitations as provided in this MOU other provisions of this agreement 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.
- C. Reemployment of Retired Persons. An employee who is retired under the Public Employees' Retirement Law (PERL) 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 PERL State Employees Retirement Act for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or reemployment for up to 120 working days or 960 hours in any calendar year, without loss of benefits, as specified in the PERL Public Employees Retirement Law. 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. These appointments shall not exceed a total for all employers of 960 hours in any fiscal year. 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 PERL State Employees Retirement Act is employed or re-employed, the retirement status must be specified in the documentation of appointment to a permanent or temporary position.

Section 43. PROMOTION AND TRANSFER

A. Promotion

On promotion, the salary shall be at a rate on the new salary range which is approximately 5.5% higher, or immediately greater than 5.5% higher, than that paid on the grade offer the former position where the new grade is able to accommodate the increase. ~~Approximately 5.5% shall mean within 10 cents per hour of 5.5%.~~ 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. ~~If an LEMU member, or employee promoted into a class represented by LEMU bypasses one or more ranks as a~~

~~result of promotion, the Sheriff may request appointment to the new rank at an advanced pay step. The advanced step placement process requires prior approval of the Human Resources Director and the County Executive Officer. The intent of this agreement is to allow the Sheriff to request that the employee be granted a pay step consistent with that which would have been received by a similarly promoted employee who had reached journey level in the next lower rank prior to promotion.~~

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 into salary plan/grade.

B. Transfer

Section 4. TRANSFER

Employees who are transferred shall maintain their 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.

Section 45. DEMOTION

- A. Involuntary Demotion: On demotion, the salary shall be at the rate of the same step on the new range as was applicable to the previous range. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of the pay period. The anniversary date shall be determined as if the date of demotion were the date of employment.
- B. Voluntary Demotion: Permanent employees who, are on promotional probation and within one year following a promotion, voluntarily demote to a their previously held classification may return to the step of the previously held classification from which they promoted. Except as provided for in this Article in Section 6, 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. Voluntary Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The anniversary date shall not change. The effective date of all voluntary demotions shall coincide with the first day of the pay period. The anniversary date shall be determined as if the date of demotion were the date of employment.

Section 56. RECLASSIFICATION

- A. The salary of an incumbent of a position reclassified to a class on the same salary range shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary range shall be at a rate on the new salary range which is approximately 5.5%

higher, or immediately greater than 5.5% higher, than that paid on the grade for the former position where the new grade is able to accommodate the increase. ~~Approximately 5.5% shall mean within 10 cents per hour of 5.5%.~~

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

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

Section ~~67~~. 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 re-determined 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 ~~78~~. CLASSIFICATION PROCEDURE

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

The Human Resources Director has responsibility for initiating classification studies and recommending changes to the Classification Plan.

As part of the responsibility, and within the limits of Human Resources Classification Division ~~staff resources~~, the following procedure will apply to employees of Law Enforcement Management 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 their specific position, the employee may prepare a written request for a classification review to LEMU. LEMU 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 LEMU with an explanation for non-action.

Note: Requests referred to the Classification and Compensation Division are subject to the same discretionary judgments regarding priority as other requests. The decision of the Human Resources Director as to whether to take no action or to study the classification shall not be subject to a grievance.

Section 89. CONFORMANCE TO PLAN

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

ARTICLE VIII
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 his/her 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. ~~An 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 MOU.

No unpaid absence in excess of 160 hours during probation (including, employees on leave pursuant to Labor Code section 4850) 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 all classifications within this representation unit ~~is eighteen months (provided the employee has completed an approved academy— for those who have not it shall be 2080 hours) one year following successful completion of the Sheriff's academy).~~
- C. Extension of Initial Probation. The ~~initial~~ probationary period of 2080 hours ~~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 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 writing of the extension prior to the expiration of the existing initial probationary period.~~

D. Initial Probationary Period Affected by Change in Class. An employee who has not completed the initial probationary period, and who promotes or transfers to another class, ~~will continue to serve a new initial probation equivalent to the required length of probation for the class to which the employee promotes or transfers for twelve months following the change.~~

D.

E. Probation of Permanent Employees following Change in Class or lateral Transfer. Effective on the first date of the pay period following Board approval of this MOU, all regular employees of the County who promote, demote, or transfer must serve the equivalent of the entire probationary period (2080 hours) for the classification. During the probationary period ~~first six months of service in a paid status~~ following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the Department Head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in class, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date 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.

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

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

Section 2. PROMOTIONS

LEMU recognizes that promotions for Lieutenant and Captain are a function of Sheriff's Administration and County Human Resources. As soon as available, Sheriff's Administration will distribute a published list of candidates, in rank order, for the positions of

Sheriff's Lieutenant and Correctional Lieutenant.

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

The Sheriff may elect to promote a Sheriff's Lieutenant from anywhere on the list of available candidates for the following department assignments: Professional Standards Bureau (PSB) Administrative Investigations Unit (AIU), Special Enforcement Bureau (SEB), Special Investigations Bureau (SIB- including Intel and Central Homicide Unit), Cal-ID, Technical Services Bureau (TSB), Tribal Liaison Unit (TLU) and any contract city assignments where the Sheriff Lieutenant is the commanding officer and/or where the position is a designated contract city position. Sheriff's Administration will seek input from LEMU on issues involved in the promotional process not less than 120 days prior to the onset of testing.

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.

Section 3. RETIREMENT

A. For "Classic Member" Safety Employees

1. Retirement Formula: The County contracts with CalPERS to provide the 3% at 50 retirement formula for all safety employees hired before August 23, 2012 as set forth in California Government Code Section 21362.2. For employees hired after August 22, 2012 who are classic members as defined, the County contracts with CalPERS to provide the 2% at 50 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 after August 22, 2012 who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.
3. Payment of Employee/Member Contribution: Classic members pay their 9% Member Contribution. The County has adopted the

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

B. For "New Members" As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)

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

C. Optional Benefits

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

D. For "Classic Member" Miscellaneous Employees. The following provisions are applicable to County miscellaneous employees in the Law Enforcement Management 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 retirement formula for all miscellaneous employees hired before August 23, 2012 as set forth in California Government Code Section 21354.3. For employees hired after August 22, 2012 who are classic members as defined, the County contracts with CalPERS to provide the 2% at 60 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 after August 22, 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%@60 formula) and 7% (for employees in the 2%@60 formula) Member Contribution. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

E. For "New Members" (Miscellaneous Employees) As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2%@ 62 formula 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.

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.

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

~~County Payment of Member Contributions.~~

~~Effective July 12, 2012, the amount of Employer Paid Member Contributions (EPMC) paid by the County shall be six percent (6%) of compensation earnable in accordance with California Government Code Section 20691 (Employer Payment of Member Contributions). Each employee will pay the remaining portion of the required member contribution equal to three percent (3%) of compensation earnable. The value of the EPMC shall be reported to CalPERS as compensation earnable in accordance with California Government Code Section 20636(C)(4).~~

~~Effective July 11, 2013, the amount of the EPMC paid by the County shall be three percent (3%) of compensation earnable, which contribution shall be reported to CalPERS as compensation earnable pursuant to California Government Code Section 20636(C)(4). Each employee will pay the remaining portion of the required member contribution equal to six percent (6%) of compensation earnable.~~

~~Effective July 10, 2014, the County shall no longer pay any portion of the required member contribution and, as a result, represented employees shall pay the entire required member contribution equal to nine percent (9%) of compensation earnable.~~

~~Any Safety employee that transfers, promotes or demotes from another County bargaining unit already paying all or a portion of the EPMC, will pay the required member contribution percentage based upon the phased in schedule as stated in subsections a. through c. above.~~

~~Any Safety employee who is hired on or after July 1, 2012, shall pay the entire member contribution for the duration of employment.~~

~~2. Retirement Calculations. The percentage of final compensation to be provided for each year of credited prior and current service for Safety members covered by this MOU shall be determined as follows:~~

~~3% @ 50. The percentage of final compensation to be provided for each year of credited service for Safety members who are hired or have entered Safety membership prior to the implementation of a CalPERS contract amendment which creates a second tier retirement formula, shall be determined in accordance with the 3% at age 50 retirement formula as set forth in Government Code 21362.2 (3% at Age 50 Benefit Formula).~~

~~2% @ 50 Second Tier Retirement. At such time that the County's Board of Supervisors executes a CalPERS permissible contract amendment the percentage of final compensation to be provided for each year of credited service for safety employees hired, or who first become safety members on or after the date of implementation shall be determined in accordance with Section 21362 of the Public Employees Retirement Law (2% at age 50).~~

~~2. Pre-Retirement Optional Death Benefits. The provisions the Public Employees Retirement Law (Pre-retirement Optional Death Benefit) shall be applicable to all Safety members of the Law Enforcement Management Unit.~~

~~A. Miscellaneous Members. The following provisions are applicable to County miscellaneous employees in the Law Enforcement Management Unit whose classifications are so designated by their CalPERS status.~~

~~2. County Payment of Member Contributions~~

~~Effective July 12, 2012, the Employer Paid Member Contributions (EPMC) paid by the County shall be five percent (5%) of compensation earnable in accordance with California Government Code Section 20691 (Employer Payment of Member Contributions). Each employee will pay the remaining portion of the required member contribution equal to three percent (3%) of compensation earnable. The value of the EPMC shall be reported to CalPERS as compensation earnable in accordance with California Government Code Section 20636(C)(4).~~

~~Effective July 11, 2013, the amount of the EMPC paid by the County shall be two percent (2%) of compensation earnable, which contribution shall be reported to CalPERS as compensation earnable pursuant to California Government Code Section 20636(C)(4). Each employee will pay the remaining portion of the required member contribution equal to six percent (6%) of compensation earnable.~~

~~Effective July 10, 2014, the County shall no longer pay any portion of the required member contribution and, as a result, represented~~

~~employees shall pay the entire required member contribution equal to eight percent (8%) of compensation earnable.~~

~~Any Miscellaneous employee that transfers, promotes or demotes from another County bargaining unit already paying all or a portion of the EPMC, will pay the required member contribution percentage based upon the phased in schedule as stated in subsections a. through c. above.~~

~~Any Miscellaneous employee who is hired on or after July 1, 2012, shall pay the entire member contribution for the duration of employment.~~

~~2. Retirement Calculations. The percentage of final compensation to be provided for each year of credited service for Miscellaneous members covered by this MOU shall be determined as follows:~~

~~3% @ 60 The percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous members LEMU who are hired or have entered Miscellaneous membership prior to the implementation of a CalPERS contract amendment for a second tier retirement formula, shall be determined in accordance with 3% at age 60 retirement formula set forth in Government Code Section 21354.3 (3% at Age 60 Benefit Formula - Local Miscellaneous Member) subject to the reduction provided therein for Federal Social Security (3% at age 60 Modified and Full).~~

~~2% @ 60 Second Tier Retirement. At such time that the County's Board of Supervisors executes a CalPERS permissible contract amendment the percentage of final compensation to be provided for each year of credited service for miscellaneous employees hired, or who first become miscellaneous members on or after the date of implementation shall be determined in accordance with Section 21353 of the Public Employees Retirement Law (2% at age 60).~~

~~A. All Members. The following provisions are applicable to both Safety and Miscellaneous employees covered under the provisions of this MOU:~~

~~2. Single Highest Year. The provision of Section 20042 of the California Government Code (Final Compensation - Single Highest Year) shall only apply to members who are hired or have entered membership prior to the implementation of a CalPERS contract amendment covering future hires which provides a different final compensation period.~~

~~2. Three (3) Highest Year Average. At such time that the County Board of Supervisors executes a CalPERS permissible contract amendment, the provisions of Section 20037 of the Public Employees' Retirement Law (three (3) consecutive year period selected by the member) will be implemented for employees who are hired on or after the date of implementation of the CalPERS contract amendment.~~

~~Section 4. — ELECTRONIC DEPOSIT OF PAYROLL FUNDS~~

~~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.~~

~~Section 5. — NON-SMOKING POLICY~~

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

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

~~The County may designate up to 100% of its unassigned vehicle fleet as no smoking areas. In the remainder of the County fleet, if a non-smoker objects to smoking the no smoking rule will apply. Assigned vehicles are smoking or non-smoking at the discretion of assignee.~~

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

~~It is the responsibility of the Department Head and departmental supervisors to enforce the non-smoking policy of the County.~~

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

~~Section 6. SCHEDULED WORK AND VACATION CHANGE NOTICE~~

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

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

~~The requirement of giving advance notice of a work schedule change shall be satisfied by posting the change on the official bureau or station work schedule;~~

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

Section 7. VETERANS' PREFERENCE

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

Section 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 County rate, if any, shall be made pursuant to and concurrent with the IRS rate changes.

If an employee is required to use his/her personal vehicle while in the course and scope of his/her employment, the employee must, prior to using said vehicle, do the following:

- A. Complete County of Riverside "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form, authorizing the employee to use his/her personal vehicle which must be approved by the Department Head.
- B. Insure the vehicle in minimum limits required by the State of California. In addition, employees must have their policies of insurance endorsed to reflect business use. Such insurance must be maintained at all times while employed in a position where it is required or may be required to use a personal vehicle while in the course and scope of employment. In the event of an incident or accident, the County does not assume responsibility for any physical damage to an employee's personal vehicle.
- C. Provide a copy of a valid driver license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of County business is expressly prohibited, with the exception of the Sheriff's Department sworn personnel.

Section 9. PERSONNEL FILES

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

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

Section 940. UNIFORMS

On April 1 of each year, Sergeants, Supervisor District Attorney Investigator, Coroner Sergeants, and Correctional Sergeants will be granted a uniform allowance of \$38.46 per pay period ~~\$1000 per year~~, and Sheriff Captains, Sheriff Lieutenants, Correctional Lieutenants DA Bureau Commander and Coroner Lieutenants will be granted a uniform allowance of \$19.23 per pay period ~~\$500 per year~~ for the purchase and maintenance of uniforms excluding safety equipment. In addition, any employee covered under the provisions of this MOU shall, upon promotion to the position of Captain, receive a one-time-only issue of an "Ike" jacket. Uniforms purchased will be in compliance with the Department's Uniform Manual.

Section 104. COUNTY PROVIDED LIFE INSURANCE

The County shall provide Basic life insurance of \$50,000, to all employees covered under the provisions of this MOU.

ARTICLE IXVIII
LEAVE PROVISIONS

(Section 1A of this Article is not applicable to employees in the classifications of Captain, Lieutenant, Correctional Lieutenant, DA Bureau Commander or Coroner's Lieutenant.)

Section 1. SICK LEAVE

- A. Every regular employee and officer shall accrue sick leave with pay on a daily basis while in paid status and computed at the rate of four (4) hours per pay period. The is reduced to three and one half (3.5) hours per pay period on the first day of the pay period following Board approval of this MOU. ~~Employees may accumulate accrued sick leave with no maximum accrual. allowable upon certificate of a physician or other proof of illness satisfactory to the Department Head. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care and care of the family. Family sick leave is defined to mean the employee's spouse, child, parent, brother, or sister (including step-relatives of the same categories), domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), and child of a domestic partner. Family shall also include grandparents and/or grandchildren if the employee is the primary care giver for such. Use of accrued sick leave is for the purpose of medical, or dental care for self and/or family member. 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.~~

B. Payout for Sick Leave. Upon service retirement after five (5) years of County service, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for as follows: at the following rates and subject to the following caps:

<u>Years</u>	<u>Percent</u>	<u>Cap</u>
5 years or more up to 15 years	50%	960 hours
<u>of continuous service hours. Payment up to a maximum of 960 hours of sick leave paid at 50% of its value.</u>		
15 years or more	100%	960 hours
<u>of continuous service hours. Payment up to a maximum of 960 hours of sick leave paid at 100% of its value.</u>		

If an employee has more than 960 hours of unused accumulated sick leave at the time of service retirement, disability retirement or death, the sick leave hours above 960 hours are forfeited at the end of employment. Payment resulting from death shall be made to the persons designated as the beneficiary entitled or if there is not a beneficiary form, to the employee's estate otherwise, in accordance with the Probate Code. This section B is applicable to employees in all classifications in the bargaining unit except for the classifications of Sheriff's Sergeant, Correctional Sergeant, Coroner Sergeant and Supervising District Attorney Investigator. For these four classifications, employees with fifteen (15) years or more of continuous service, they may receive a payment up to a maximum of 1,460 hours of sick leave paid at 100% of its value.

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.

C. Post Employment Accounts: For each regular employee covered under this MOU who is separating from County employment, the County shall provide post-employment accounts wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit. Qualifying leave balances include annual leave, vacation, extra vacation, holiday balance, and the payable amount of sick leave. They do not include compensation time for overtime. Special Pay Accounts are tax deferred investment funds. The employee may also elect a Health Savings Account, designed to be free of taxes, and which may be used for future health care costs. A participant fee is charged for health savings accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

D. Proof of Illness:

1. When in the judgment of the department head good reason exists for believing an employee may be abusing sick leave or annual leave, the employee shall be placed on notice in writing. The employee shall also be

placed on a medical certification program and be allowed paid sick leave or annual leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the department head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.

- a) Employees on a medical certification program shall have their sick leave or annual leave usage reviewed at least annually. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence.
2. An employee off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements.

Section 2. BEREAVEMENT LEAVE

Accrued sick leave, not exceeding five (5) working days may be used by a regular employee or officer, ~~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, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child, child of a domestic partner, grandparent, grandchild, or step-relationships of the same categories. The County has the right to require proper documentation in support of the requested leave.

Section 3. FITNESS FOR DUTY

When a Department Head believes based on observable behaviors, that an employee is not capable of performing the essential job duties for reasons of physical or mental impairment, the Department Head will consult with the Human Resources Director, or designee, concerning whether the employee should be placed off work pending a fitness for duty examination to determine whether the employee is able to perform the essential duties of the job, with or without reasonable accommodation. The parties agree that the County shall not be required to provide any accommodation which would endanger the health or safety of the employee, co-workers, or the general public; or which the County otherwise considers unreasonable; or which poses an undue hardship to County operations or upon the County budget. In the event the employee is not able to perform the essential functions of the job according to the fitness for duty examination, the employee will be offered the interactive process to evaluate potential reasonable accommodation. ~~the employee shall be placed on leave status, if eligible, according to the rules and policies contained herein.~~

~~Should the examination reveal that the employee is disabled and can no longer perform the essential functions of the job the County shall file for disability retirement on behalf of the disabled employee.~~ Should the examination reveal that the employee, through some act of his/her own doing, has made himself/herself physically or mentally unfit to perform the

essential functions of the job the employee may be disciplined in accordance with Article XVIV.

When the Department Head or designee orders an employee off work due to an asserted illness, the employee shall be evaluated by a physician, or other person legally authorized to provide health care services, ("health care provider"), in the specialty designated by the County Employee Health Medical Director, to determine if 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.

The County Occupational Health Office shall, within five (5) calendar days of the employee being ordered off work, provide to the employee a list of three (3) health care providers from which to choose. Prior to the issuance of the list the employee or his/her representative may make a suggestion to the County Employee Health Medical Director of a health care provider to be included on the list. However, the final decision as to which health care providers will be on the list is made by the County Employee Health Medical Director in the exercise of his/her professional discretion and judgment.

The employee shall have five (5) calendar days from receipt of the list in which to select a health care provider from the list and to advise the County Occupational Health Office of the selected health care provider. If the employee does not make a selection within five (5) calendar days following receipt of the list then the County Employee Health Medical Director will select a health care provider from the list for the employee.

The County Occupational Health Office shall contact the selected health care provider and make the necessary arrangements for the employee to be evaluated. The employee shall be required to attend the evaluation and cooperate with the health care provider and the County Occupational Health Office. The evaluation shall be conducted at County expense. The employee shall be placed on paid Administrative Leave until such time as the fitness for duty report is received and the employee is officially notified of the County's determination of his/her status.

Section 4. LEAVE WITHOUT PAY/OFFICIAL LEAVE OF ABSENCE

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

- A. Agency/Department Leave. Agency/Department leave of absence up to 480 hours (twelve weeks) in any one calendar year period may be granted to any employee by the Agency/Department Head. Such leave shall be reported as a leave of absence via the Agency/Department's payroll. The Agency/Department Head may require the leave of absence 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 Agency/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 health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to

less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act and the Fair Employment and Housing Act, or a County designed temporary modified duty and/or return to work program.

- B. Official leave of absence. A Regular employee may request an Official leave of absence exceeding 480 hours, but not exceeding one year (2,080 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 Agency/Department, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

Nothing herein shall prevent the earlier return to duty by the employee, except the Agency/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 health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act and the Fair Employment and Housing Act, or a County designed temporary modified duty and/or return to work program.

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

Section 5. MILITARY LEAVE

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

Section 6. JURY DUTY

- a. An employee who is called for jury duty shall be compensated (as though he or she was working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours.

- b. If a unit member is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.
- c. An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours or more left on his/her shift or call in to his/her supervisor and ask to use leave to cover the rest of his/her shift. If there are less than four (4) hours left on the employee's shift, the employee will be considered to have completed his/her shift and remain on paid status for the remainder of the scheduled shift and does not need to return to work.
- d. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
- e. An employee who is scheduled for a swing or graveyard shift on a day he/she is called to jury service will be authorized to request change his/her work hours in order to report to jury service under the same provisions of a-c above.
- f. An employee who is called to jury duty will not be subject to working his/her full graveyard or swing shift if there is not a minimum of eight (8) hours before or after assigned jury duty. If there is less than eight (8) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave his/her shift early to allow for a minimum break of eight (8) hours. If there is less than eight (8) hours between the end of jury duty and the start of their shift, an employee will be able to delay his/her usual start time to ensure a eight (8) hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.

~~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 he/she -uses County transportation.~~
- h. Any eEmployees designated non-exempt from F.L.S.A. who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, they may use leave accruals other than sick leave for such an absence.

~~Section 7. 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 78. VOLUNTARY TIME BANK

- A. Definition of eligible employees. Only employees in budgeted ("Regular") positions within the Law Enforcement Management 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 a minimum of 14 or more consecutive days 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, registered domestic partner, son, daughter, step-son, step-daughter, foster-son, foster-daughter, child of a registered domestic partner, parents, grandparents, brother or sister of the employee) that results in the employee being required to take time off from work for an extended period to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave.
- C. Conditions and procedures under which a Time-bank for catastrophic illness/injury may be established.
1. Only the Department Head, upon concurrence from the Human Resources Director, may request establishment of a Time-bank for an employee within the department who is suffering a financial hardship due to a catastrophic illness or injury.
 2. When the Department Head has determined that an employee would benefit from the establishment of a Time-bank, the Department Head will contact the employee to determine if the employee desires to participate in a Time-bank program. If the employee desires to participate in the Time-bank program, the Department Head will contact the Human Resources Department and recommend the establishment of the program.
 3. The Time-bank will be established on behalf of an individual employee, provided the employee's condition qualifies as catastrophic per established Time Bank guidelines. The bank will accept donations of leave from one or more donors.
 4. The Time-bank will be operated by the 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 that have been transferred to the Time Bank recipient are irreversible. Unprocessed donation forms are returned to the donor.

D. Conditions under which leave credits may be donated to a Time-bank.

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

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

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

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

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

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

G. The Human Resources Department will:

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

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

Section 89. 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 month of her term of pregnancy furnish her department with a signed physician's certificate specifying the anticipated date of delivery. If the employee wishes to work past the end of her seventh month of pregnancy, she shall furnish her department with a signed physician's certificate stating that she is physically able to continue working through a specified date prior to delivery.~~

~~If the employee wishes to return to work sooner than one calendar month after delivery,~~

~~she shall furnish her department with a signed physician's certificate stating that she is physically able to perform the duties of her position.~~

~~Section 10. RELEASE TIME FOR REPRESENTATIVES~~

~~Release time for employees to meet and confer with the County shall be in accordance with the Employee Relations Resolution 99-379.~~

ARTICLE IX
VACATION

(The provisions of this Article are not applicable to employees in all Captain, Lieutenant, DA Bureau Commander, Correctional Lieutenant, or Coroner's Lieutenant classifications.)

Section 1. VACATION

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

Zero through 3 years (0 through 6,240 hours) in a paid payroll status, 80 hours (which is reduced to 67 hours on the first day of the pay period following Board approval of this MOU) with a maximum accrual of cumulative to 320 hours;

Years 4 through 9 (6,248 through 18,720 hours) in a paid payroll status, 120 hours (which is reduced to 107 hours on the first day of the pay period following Board approval of this MOU) each year with a maximum accrual of cumulative to 480 hours;

Years 10 or more (18,728 hours or more) in a paid status, 160 hours (which is reduced to 147 hours on the first day of the pay period following Board approval of this MOU) each year with a maximum accrual of cumulative to 850 hours.

~~Special Provision of Additional Vacation Leave. Effective July 12, 2012, employees who are subject to Article II Section 2 subsection A and who are entitled to vacation leave under this MOU shall be provided with an additional four (4) hours of vacation leave per bi-weekly pay period over and above those presently credited to the employee's account. This special provision will expire July 9, 2014.~~

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than the maximum applicable to the current vacation accrual rate, 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.

- B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this agreement. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds

are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.

- ~~B. Seasonal and temporary employees shall not be entitled to paid vacation.~~
- C. With the exception of Extra Duty as specified in Article V, Section 5F, or when directed to work under an emergency or disaster, No person shall be permitted to work for compensation for the County during their vacation, except with prior approval of the Board of Supervisors and the Department Head.
- ~~D. 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. A regular part-time employee shall accrue vacation in the same proportion that their working hours bear to the normal working hours of a full-time position. The same proportion shall apply in determining payment of earned vacation on termination.~~
- E. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this Agreement, may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE XI
ANNUAL LEAVE

Section 1. Annual Leave

- A. All regular full-time and ~~regular part-time~~ Coroner's Lieutenants, Correctional Lieutenants, Lieutenants, DA Bureau Commanders, Captains and Correctional Captains shall neither accrue vacation and sick leave. They shall, instead, earn Annual Leave according to each biweekly pay period of service commencing with the employee's initial anniversary date assigned to an employee during his/her latest period of County employment according to the following schedule. Absence without payer time not worked and part-time employment shall cause said pay period's accrual of Annual Leave credits to be reduced on a pro-rata basis. Accrual is based on hours in paid status.

B. Accrual Rates:

<u>YEARS OF COMPLETED</u> <u>COUNTY SERVICE</u>	<u>BI-WEEKLY ACCRUAL</u>
0 - <3	8.92 hours
3 - <10	10.46 hours
10 or more	12.00 hours

Effective on the first day of the pay period following Board approval of this MOU, the accrual rates are as follows:

<u>YEARS OF COMPLETED COUNTY SERVICE</u>	<u>BI-WEEKLY ACCRUAL</u>
<u>0 - <3</u>	<u>7.92 hours</u>
<u>3 - <10</u>	<u>9.46 hours</u>
<u>10 or more</u>	<u>11.00 hours</u>

~~G. Special Provision of Additional Annual Leave. Effective July 12, 2012, employees who are subject to Article II Section 2 subsection A and who are entitled to annual leave under this MOU shall be provided with an additional four (4) hours of Annual Leave per bi-weekly pay period over and above those presently credited to the employee's account. This special provision will expire on July 9, 2014.~~

~~D.C. Vacation/Sick Leave Conversion: When any employee in the classification of Sheriff's Sergeant, Correctional Sergeant, Coroner Sergeant and Supervising District Attorney Investigator promotes to a classification in the unit which receives annual leave and therefore no longer will accrue vacation and sick leave, the following shall apply: Also, effective July 1, 2003, aAccrued vacation banks (including extra vacation) and up to 50% of accrued sick leave banks, not to exceed a maximum of 960 hours (i.e., a maximum of 480 hours of sick leave), for all current Coroner's Lieutenants, Correctional Lieutenants, Lieutenants or Captains shall be converted to Annual Leave on an hour-for-hour basis provided, however, that the maximum combined total of converted sick leave and vacation hours shall not exceed 1,200. Any Correctional Lieutenant, Lieutenant, or Captain who subsequently transfers or promotes into a classification covered under the provisions of this agreement shall have his/her accrued vacation balance similarly converted to Annual at the time of such transfer/promotion.~~

If a promoted employee has a combined total of more than 1,200 hours of vacation and sick leave when promoting to a position which earns and accrues annual leave, the following shall apply: All of the employee's accrued vacation leave shall first be converted to annual leave, and up to 50% of accrued sick leave, not to exceed 960 hours. However, the combined total of vacation and sick leave converted to annual leave cannot exceed 1,200 hours. If the employee still has accrued vacation and/or sick leave at the time of the conversion (i.e., because the employee's combined accrual of vacation and sick leave exceeds the maximum conversion of 1,200 hours) the employee's excess hours shall remain in their sick leave and vacation banks for their use until the bank is exhausted or, upon retirement, disability retirement, or death of the employee, the hours may be paid as provided under the provisions of Article IX Section 1, B.

~~E.D. Annual Usage: During the first twenty-six (26) pay periods of employment, employees shall be encouraged to use no less than forty (40) hours of Annual Leave and, thereafter, employees shall be encouraged to use no less than eighty (80) hours of Annual Leave in each succeeding twenty-six (26) pay periods of employment. While on Annual Leave, an employee shall be compensated and receive benefits at the same rate as if he/she were on the job. Unless prior approval~~

is granted by the Chief Executive Officer, Annual Leave shall not be used for the purpose of extending employment prior to retirement under CALPERS.

F.E. Maximum Accrual: Eligible employees shall not accrue more than the total Annual Leave hours described below:

<u>YEARS OF COMPLETED COUNTY SERVICE</u>	<u>MAXIMUM ACCUMULATION</u>
Less than 5 years of service	480 hours maximum
5 to 10 years of service	960 hours maximum
More than 10 years of service	1800 hours maximum

If an employee reaches the maximum accrual, he/she shall not accrue additional annual leave until he/she uses leave and reduces his/her accrual below the maximum. ~~It is the mutual responsibility of the employee and the agency/department head to assure that no employee shall exceed said maximum accrual.~~

G.F. Annual Leave In Lieu Pay. A Correctional Lieutenant, Lieutenant DA Bureau Commander, Correctional Captain or Captain may request to receive pay in lieu of up to eighty (80) hours of Annual Leave per calendar year. Upon approval of his/her agency/department head, such employee may receive pay in lieu of an additional eighty (80) hours of Annual Leave during the same calendar year provided, however, that no employee shall receive pay in lieu of more than 160 hours of Annual Leave in any calendar year. The benefits received pursuant to the provisions of this Section shall not be considered compensation earnable for CALPERS purposes.

H.G. Annual Leave Usage: Annual Leave may be used to restore pay otherwise lost due to absence from work for personal reasons or illness.

1. Each agency/department head shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the agency/department and of the County service. The Department Head or designee~~appointing authority~~ shall determine when Annual Leave will be taken.
2. In addition, when unscheduled usage of Annual Leave occurs, verification of the reason(s) for absence may be required from the employee. Any person absent from work shall notify his/her agency/department head on the first (1st) day of such leave and as often thereafter as directed by his/her agency/department head.
3. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of his Department Head or designee~~appointing authority~~ or the Human Resources Director, be required to have a physical examination by a County approved physician before returning to active duty. Such physical examination shall be performed by a physician designated by the Human Resources Director and shall be at County expense.

~~H.~~ Sections ~~G2~~ and ~~G3~~ shall also apply to the use of previously earned existing sick leave accruals.

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

~~K.J.~~ Payoff Upon Retirement or Termination: Any regular employee who terminates or is terminated shall be paid for all accrued Annual Leave at the same rate as that received on the last day worked or last day of approved leave with pay.

~~L.K.~~ Prior Sick Leave Accruals:

1. Effective July 1, 2003, current sick leave balances ~~were~~ shall be frozen provided, however, that up to 50% (1/2) of the sick leave balances on that date for employees covered under the terms and conditions of this MOU at that time Resolution shall be were converted to Annual Leave pursuant to the provisions of Section 1(C). Employees who have a sick leave balance may still use sick leave The remaining sick leave hours may be used until the sick leave is exhausted or, upon retirement, disability retirement, or death of the employee, it may be paid as provided under the provisions of Article IX, Section B subsection L below.

~~L.~~ Payout for Unused Sick Leave Upon service retirement, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for at the rate of fifty percent (50%) of the current salary value thereof for each such person who has had five full years of service in a payroll status provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

~~M.L.~~ Prohibition Against Employment While on Annual Leave: No person shall be permitted to work for compensation for the County while on Annual Leave without prior approval of the Board of Supervisors and his/her agency/department head.

HOLIDAYS

Section 1. Paid Holidays

A. ~~Only regular and probationary and seasonal e~~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 absent without pay on a ~~leave of absence without pay~~ for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for that holiday.

~~E. A regular part time employee shall only receive holiday pay for the holiday or portion thereof which coincides with their regularly scheduled working hours.~~

F. The changing of a Sergeant's, Coroner Sergeant's or Correctional Sergeant's regular scheduled day off to a holiday off for the sole purpose of avoiding holiday pay is prohibited.

An employee with accumulated holiday credit may, and if requested by the Department Head shall, within seven (7) days specify the dates of at least three (3) working days during the next two (2) succeeding pay periods that the employee desires to take as holiday compensatory time off. The Department Head may

authorize compensatory holiday time off for all or any portion of the dates specified, but shall authorize at least one of the three (3); provided however, that if in the Department Head's judgment, such day or days will create a demonstrable hardship to the department; in that event, the employee, within seven (7) days after notification by the Department Head, shall specify three (3) other working days at least one (1) of which shall be granted. Unless otherwise agreed to by the employee, the Department Head shall not authorize time off less than eight (8) hours. If an employee, after being requested by the Department Head, refuses or neglects to specify the time they desire to take as compensatory holiday time off, as herein provided, the Department Head may schedule compensatory holiday time off for the employee.

~~A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to equal compensatory time off for such a holiday; provided that any sworn peace officer in the Sheriff's Department, who is a member of the "Law Enforcement Management Unit" shall be paid for such holiday at their regular rate of pay not to exceed eight (8) hours pay.~~

G. Regularly Scheduled Day Off Falls on a Paid Holiday.

~~G. — Employees shall have the option to receive either eight (8) hours of compensatory time or eight (8) hours of pay at the regular rate of pay for a regularly scheduled day off which falls on a paid holiday.~~

H. Any employee member of the "Law Enforcement Management Unit" whose regularly scheduled working day falls on a paid holiday, and who works on that holiday, shall be entitled to not more than 8 hours of compensation at the rate of one and one-half (1 ½) times the employee's regular rate of pay in addition to their regular hourly rate of pay for the time actually worked; provided, however, that any affected employee who has any accumulated compensatory time off credit in the previously provided for "holiday bank", shall retain such benefits until the "holiday bank" has been exhausted, ~~in the manner provided for in Section 1 F as it existed prior to this amendment.~~

~~H. — A full-time employee who is a member of the Law Enforcement Management Unit of representation shall receive compensation for the Martin Luther King, Jr. holiday as follows:~~

~~0. — Any such employee whose regularly scheduled day off falls on that holiday shall be entitled to eight (8) hours of compensatory time off.~~

~~0. — Any such employee whose regularly scheduled work day falls on that holiday who elects to take off that day as a holiday, with approval of the County, shall receive such time off without any loss of pay.~~

~~0. — Any such employee whose regularly scheduled work day falls on the holiday and who works that holiday shall receive compensatory time off at the rate of time and one half (1 ½) for all time actually worked on that day, which compensatory time off shall be in addition to the employee's regular pay for that work day.~~

ARTICLE XIII
REIMBURSEMENT PROGRAMS

Section 1. LIVING QUARTERS, MEALS OR LAUNDRY SERVICE

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

Section 2. MEALS

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

Section 3. REIMBURSEMENT RATES FOR MEALS

Reimbursement for meal expenses shall be authorized in accordance with Board Policy D-1.

~~Reimbursement rates for meals will be the following:~~

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

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

Section 4. GENERAL PROVISIONS

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

Section 5. MOVING EXPENSES-CURRENT EMPLOYEES

Upon the written request of the employee, the Department Head, with the written approval of the County Executive Officer, may authorize payment of all or part of the actual and necessary expenses incurred for moving the household and immediate family of the employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the move, shall be subject to such reasonable conditions as the County Executive Officer may require, shall specify the maximum amount authorized and shall not be granted more than once in any one year period for any one employee, nor for any employee until he/she has been continuously employed by the County for at least one

year preceding the authorization. If the employee voluntarily terminates employment with the County within one year of the payment of the expenses set forth herein, the employee shall, within 30 days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 6. REIMBURSEMENT FOR DAMAGED CLOTHING OR PROPERTY
Board of Supervisors' Policy # C-5 is incorporated herein by reference.

ARTICLE XIV GRIEVANCE PROCEDURE

General Provisions.

Section 1. DISCUSSION OF REQUEST OR COMPLAINT

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

Section 2. GRIEVANCE DEFINITION

A "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by an employee, arising out of a specific fact situation or transaction that results in an alleged inequity or damage to the employee, the solution of which is wholly or partially within the province of the County to rectify and will involve the interpretation or application of existing Ordinances, rules, regulations, or policies concerning wages, hours, and other terms and conditions of employment. Grievances shall be submitted in writing on appropriate forms supplied by the Human Resources Department. A grievance does NOT include:

- A. Matters that have been reviewed under some other County administrative procedure;
- B. Requests or complaints 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;
- C. Requests or complaints involving the termination of a probationary, ~~seasonal, or temporary~~ employee, or the termination, suspension, or demotion of a regular employee reviewable pursuant to the provisions of this MOU; and,
- D. Requests or complaints initiated by any member of the "Law Enforcement Management Unit" only, involving a departmental performance evaluation if, (a) with respect to permanent employees, including those in a promotional probationary status, the evaluation rating overall is satisfactory (or competent) or better or (b), with respect to entry level probationary employees, the evaluation rating for overall effectiveness is below standards or better.

Section 3. FREEDOM FROM REPRISAL

No employee shall be subject to coercion or disciplinary action for discussing a request or

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

General Rules.

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

Section 7. WITHDRAWAL

Any grievance petition may be withdrawn by the grievant 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 the grievant within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

Section 9. RESUBMISSION

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

Section 10. EXTENSION OF TIME

The time limits within which action must be taken or a decision made as specified in this procedure, except for Section 12, may be extended by written consent of the grievant and the person before whom disposition of the petition is pending.

Procedure.

Section 11. STEPS

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

- A. Discussion with Supervisor. Prior to filing a written grievance petition the employee shall first take the matter up with the immediate Supervisor. The Supervisor shall give a prompt response where it is possible to do so. The employee and the Supervisor are each entitled to the presence of a silent observer to the employee-Supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the Supervisor. Grievances filed by LEMU 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 occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete.
- C. Grievance Meeting Within fifteen (15) working days after submission of the petition, the Department Head, or a designee, and the Employee Relations Division Manager, or a designee, shall meet with the grievant and the employee's representative, if any. 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 to the Employee Relations Division Manager, or designee, within ten (10) working days after receipt of the decision of the Employee Relations Division Manager, or a designee. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner prescribed in Section 12. The Board of Supervisors shall either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the arbitrator's decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

Section 12. ADVISORY ARBITRATION

- A. After submission of a request for review, the grievant and the Human Resources Director or a designee, shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List" of 5 arbitrators from which an arbitrator shall be selected by alternatively striking names from the list until one (1) remains who shall then serve as the arbitrator. Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties.
- B. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript.

If both parties request a transcript the cost will be shared equally.

C. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Human Resources Director, or a designee, with the employee's Department Head at least two (2) working days in advance of the hearing date. When the grievant is self-represented or represented by other than the Exclusive Employee Organization, the employee shall deposit one-half (½) of the estimated hearing costs (including transcripts in accordance with Section 14 (b)) with the Employee Relations Manager who shall determine the estimate and process grievant's deposit.

~~D. Prior to the arbitration hearing, the grievant and the Human Resources Director, or a designee, 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 issue not within the statement of the issue submitted by the parties. This includes issues which have not been raised and considered at an earlier step of the grievance procedure.~~

~~E.D.~~ If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this aAgreement.

~~F.E.~~ Arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.

~~G.F.~~ 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 management of County departments, and personnel concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a grievance hearing.

Section 13. ARBITRATION STRIKE LIST

~~Both the Grievance and Disciplinary Procedures, as revised, require that the parties establish and maintain an Arbitrator Strike List from which arbitrators will be selected by alternatively striking names.~~

~~The following arbitrators will comprise the list:~~

R. Steinberg	A. "Buddy" Cohn
Dan Saling	M. Prihar
M. Burstein	

~~This list may be changed only by mutual agreement of the parties.~~

The County will request a list of arbitrators from the State Mediation and Conciliation Service. The arbitrator will be chosen either by an agreement of the parties or if the parties cannot agree on the arbitrator on the list, the parties will strike names to select the arbitrator. LEMU will strike the first name from the list.

ARTICLE XIV DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. PERMANENT STATUS

Each employee who has completed an initial probationary period, and any extension, has permanent status.

Section 2. CAUSE FOR DISCIPLINE

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 (not including a disability as defined in State or Federal Law);
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- ~~M. Conduct which adversely affects the employee's job performance or operation of the department in which they are employed. 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.~~
- M.N. Off-duty conduct that has nexus to the employee's job which may impact the employee's skills or ability to perform the job or reflects negatively on the department or County.
- N.O. 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.

~~Q.P.~~ Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy.

~~P.Q.~~ Violation of the County's Anti-violence in the Workplace Policy.

Effective on the first date of the pay period following Board of Supervisors approval of this this MOU, the discipline matrix used by the parties in the past is no longer effective.

~~Q.~~

~~Section 3.~~ SUSPENSION

~~— Suspension of an employee shall not be for more than 40 working days.~~

~~A. — The suspension of an employee who is exempt from the Fair Labor Standards Act shall not be for less than one work week.~~

Section 4. REDUCTION IN COMPENSATION

For FLSA non-exempt employees, a reduction in compensation under this section shall consist only of a change within the salary range from the existing step to a lower step for a specified duration of one or more full pay periods.

~~Section 5.~~ REVIEW BY PROCEDURE

~~By resolution, the Board of Supervisors shall provide a procedure whereby the involuntary dismissal, demotion, reduction in compensation, or suspension of an employee, shall at the employee's request, be reviewed to determine whether such action was justified and should be upheld. The procedure shall include the right, after notice, to a hearing before a designated body or officer having power to affirm, revoke or modify the action reviewed. Probationary releases shall be without prejudice and shall not be subject to the review procedure.~~

Section 56. DISCIPLINARY APPEAL PROCEDURE/GENERAL

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

A. As used in this Procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons, that directly affects the wages, hours, or working conditions of a permanent employee.

B. Unless otherwise specified, as used in this Procedure, "Department Head" includes the Department Head or a designated subordinate.

C. The Human Resources Director or designee may for good cause extend the time for performance of any act required or permitted by this Procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director may be exercised by a designated subordinate.

Section 67. 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. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on or before the effective date of the action and shall include:
1. A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent; and
 2. A statement informing the employee of the right to appeal within 10 working days of the date the letter is served on the employee;

Section 8. INVOLUNTARY LEAVE OF ABSENCE

Pending investigations by the agency/department head, or designee, of critical incidents or accusations of misconduct against an employee, the ~~agency/D~~department Hhead, or designee, may, subject to the exceptions provided in the paragraphs below, place the employee on a leave of absence with pay for a period of time not to exceed fifteen (15) working days.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence with pay may be extended to a combined maximum of ninety (90) calendar days in consultation with the Human Resources Director, or designee. In such cases, and except for good cause, the agency/department head will notify the employee in writing as to what specific allegations are being investigated. Following consultation with the Human Resources Director, or designee, the department head, or designee, may grant additional leave with pay exceeding ninety (90) calendar days. If the employee is no longer entitled to a leave of absence with pay, the employee shall be returned to duty pending the completion of the investigation and the imposition of any disciplinary action provided, however, the agency/department head may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County's best interest.

Section 9. APPEALS

Any employee may appeal any disciplinary action taken against the employee. The appeal

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

- A. Be accompanied by a copy of 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 10. 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 Human Resources Director or designee, serve on the employee and file with the Human Resources Director or designee an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the department shall process said notice in accordance with Section 7 above. However, the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 11. WAIVER

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

Section 12. HEARING PROCEDURE

- A. The parties shall maintain an arbitrator strike sheet of five arbitrators from which hearing officers shall be selected by alternatively striking names until only one name remains. The inclusion or removal of names from the list shall be by mutual agreement of the parties.
- B. The hearing shall be set by the Human Resources Director or designee at the earliest possible~~an early~~ date. The employee and the Department Head shall be given not less than (10) working days' notice of the hearing by the Employee Relations Division~~Human Resources Director or designee~~. The Employee Relations Division~~Human Resources Director or designee~~ may postpone or cancel a hearing on reasonable notice to the employee, the Department Head, and their respective representatives.
- C. The employee and the Department Head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution (Resolution No. 99-379), unless represented by counsel, the employee may be represented only by the exclusive employee organization.

- D. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the Department Head, or the Hearing Officer, provided reasonable notice is given the department employing the officer or employee. The Human Resources Director or designee shall arrange for the production of any relevant County record. The Hearing Officer is authorized to issue subpoenas.
- E. All appeal hearings involving a dismissal or demotion of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the Department Head may, at his/her own expense, provide a reporter for the hearing.
- F. The expenses of the Hearing Officer and hearing shall paid for by the County. 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. Within ~~90~~24 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. 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 if 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 CalPERS 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 which will cover the period between the date of the discharge and the employee's reinstatement.

5. If the Hearing Officer finds the order of discharge should be rescinded, the appellant shall be reinstated to a paid leave status in position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement. Restoration of retirement benefits is limited to that allowed by Cal-PERS regulations. The appellant may not be reinstated to full duty until after successful completion of a pre-reinstatement background investigation which will cover the period between the date of the discharge and the employee's reinstatement.

6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.

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

7. Restoration of pay 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. The appellant shall supply such outside employment earning records during the period of time in question when requested. The parties need not address damages or mitigation unless, and until after, a decision necessitates presentation of evidence on these issues.

8. The employee and the Department Head shall have these rights:
 - a. To call and examine witnesses;
 - b. To introduce exhibits;
 - c. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 - d. To impeach any witness regardless of which party first called the witness to testify; and
 - e. To rebut any derogatory evidence.

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

Section 13 – Appeal Process for Minor Discipline

The following administrative appeal process is established pursuant to Government Code § 3304.5. This procedure shall not apply to disciplinary actions for which employees already are entitled to receive an appeal hearing pursuant to this MOU for disciplinary transfer,

reduction in compensation, suspension, demotion and dismissal. Rather this process is for written reprimands and any other "punitive action" as defined by the Public Safety Officers' Procedural Bill of Rights Act

A. Right to Administrative Appeal Under this Procedure

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

B. Notice of Appeal

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

C. Hearing Officer

1. The Department Head shall have twenty-one (21) calendar days from receipt of the notice of appeal to designate himself/herself as the hearing officer or appoint a neutral hearing officer at the rank of Captain (for the Sheriff's Department) and District Attorney Assistant Chief (for the District Attorney's Office) or above 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 Department Head or his/her designee. The Department Head or his/her designee may adopt, modify, or reject the hearing officer's recommendations and advisory decision and the decision shall be final.

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.
2. If the punitive action involves charges of misconduct, (i.e., allegations that the

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

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

E Conduct of Hearing

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

5.

Section 143. 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 6.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 management of County departments and Human Resources 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 personnel 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.

ARTICLE XV
DISCRIMINATION COMPLAINT PROCEDURE

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

~~The County's Harassment Policy and Complaint Procedure can be located at the Human Resources website at <http://www.rc-hr.com> and at the County's Workforce Exchange website at <http://workforceexchange.net/>. Employees may also contact the Human Resources Department, Employee Relations Division at 951-955-3510 for a copy of the Harassment Policy and Complaint Procedure.~~

ARTICLE XVI
ANTI-STRIKE CLAUSE

It is hereby agreed that the Riverside County Law Enforcement Management Unit (LEMU) 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 County Law Enforcement Management Unit (LEMU) of the existence of such activity and ~~LEMU~~the Association will take all reasonable steps to terminate such activity and induce the employees to return to work.

ARTICLE XVII
LAYOFF AND REINSTATEMENT

Section 1. SENIORITY

- A. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire.
- B. Definition of Department. Department, for the purposes of this Procedure, shall be defined as the Sheriff's Department and the District Attorney's Departmentan

agency, department, or district of the County which is set out in County Ordinance No. 440.

- C. Except as otherwise provided in this Procedure, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the lay-off list.

Section 2. REDUCTION IN FORCE

- A. When it becomes necessary to reduce the work force in a department, the Department Head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department or other organizational unit of the department which is identified as a Section or Subsection in this MOU. ~~No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department.~~ It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.
- B. Any reduction in the number of regular employees holding a job classification designated by a Department Head for layoff shall be made in the following order of employment status:
1. Temporary promotion employees (return to former class);
 2. Probationary new employees;
 3. Probationary transfer employees, probationary promotional employees, and regular employees.
- C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department, subject to the approval of the Human Resources Director. Employees laid off out of seniority shall be given written notice of this action.
- D. After consultation with the Human Resources Director or a designee, the Department Head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:
1. The reason for layoff;

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

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

- F. The affected employee organization will be provided a copy of the final layoff list.

Section 3. REASSIGNMENT

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

Section 4. EMPLOYMENT COUNSELING AND REFERRAL

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

- A. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred first to any department requesting a recruitment for classifications from which the employees were laid off.
- B. Employees who meet the minimum qualifications and have either been laid off or

have been given layoff notices shall be referred first to departments requesting recruitments for all other classifications within LEMU bargaining units.

- C. Departments are required to notify Human Resources in writing why these candidates are unacceptable before outside candidates will be referred.

Section 5. DEPARTMENTAL REINSTATEMENT LIST

- A. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under subsection (C) above, shall be placed on Departmental Reinstatement Lists for all classifications of a currently equal or lower salary range in which the employee ever held regular status, provided the department is allocated any positions of such classifications.
- B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
 - 1. The expiration of two (2) years from the date of placement on the list.
 - 2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
 - 3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify their Department Head, in writing, of the employee's current mailing address.
 - 4. Request in writing to be removed from the list.
- D. Status on Reinstatement. Reinstatement is defined as recall by the same department, from a departmental reinstatement list, into a regular position. Upon reinstatement, the employee shall be entitled to:
 - 1. Restoration of all sick leave credited to the employee's account on the date of layoff.
 - 2. Continuation of seniority.
 - 3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
 - 4. Placement on the salary range at a step which is nearest former or current pay rate, whichever is higher, with the employees hours in a step being the

same number of hours which the employee had at the time of layoff.

Section 6. REEMPLOYMENT

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

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

Section 7. TEMPORARY RECALL

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

ARTICLE XVII NON-DISCIPLINARY SEPARATION

This Article shall only apply to non-safety employees (Coroner Sergeants and Lieutenants) who has been separated from employment by the County for non-disciplinary reasons and whose right to collect a disability retirement from CalPERS has not vested.

Section 1. Notice of Action

- A. Written notice of the intent to separate for non-disciplinary reasons shall be served on the affected employee at least seven (7) working days prior to the effective date of the action and the notice shall include:
 - 1. A description of the action(s) to be taken and the expected effective date;
 - 2. A clear and concise statement of the specific grounds and particular facts upon which the action is based;
 - 3. A statement that a copy of the materials upon which the action is based 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 separation.

B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the separation will be implemented shall be served on the employee on or before the effective date of the action and shall include:

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

Section 2. Appeals

An appeal may be filed by an employee or his/her representative. The appeal shall be in writing and filed with the Human Resources Director, or designee, within ten (10) calendar days after the date of notification of action.

An appeal shall contain:

- A. A copy of the notice of intent and the notice of separation 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.

Failure to include the required items above will cause the appeal to be deemed incomplete and result in the appeal being rejected. Resubmission of the appeal must be made within the initial ten (10) calendar days after the date of notification of action.

Section 3. Waiver

If an employee fails to submit a complete appeal within the time specified, or fails to appeal the separation within the time specified, or after appealing withdraws the appeal, the right to review shall be deemed waived. Further, after an appeal is filed, the parties shall begin selecting a hearing officer within ten (10) calendar days of receiving the request to appeal. If the employee, or his/her representative, fails to take the next step to advance the appeal (i.e. select a hearing officer and set a hearing date) at any point in the process for ninety (90) calendar days the appeal is deemed withdrawn and the right to review is waived. (Note: It is not a requirement that the hearing is scheduled within the initial ninety (90) calendar days; however, the hearing must be scheduled as soon as reasonably possible without undue delay.)

Section 4. Appeal Procedure

- A. The Parties shall maintain a jointly negotiated list of no fewer than seven (7), and no more than eleven (11) hearing officers who shall be selected by the striking method. The only remaining name after the striking process shall serve as the hearing

officer. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the hearing officer chosen is unable to serve within a timeframe acceptable to both parties, the last name struck will serve as the hearing officer.

B. The hearing shall be set by the Human Resources Director, or designee, and employee representative, or employee, within a reasonable period based on the hearing officer's availability and other scheduling factors.

C. The employee may be represented by counsel or other representative; however, if the employee is in a representation unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee shall be represented only by the exclusive employee organization. The County may be represented by counsel or other representative.

D. It shall be the duty of any County employee to attend a hearing and testify upon the written request of any of the following: the employee or his/her representative, the department head, or the hearing officer, provided reasonable notice is given to the department employing the employee. The Human Resources Director, or designee, shall arrange for the production of any relevant County record. The hearing officer is authorized to issue subpoenas.

E. All appeal hearings under this section shall be reported by a stenographic reporter.

F. The expenses of the hearing, including but not limited to, the costs of the hearing officer and transcripts, shall be shared equally by the County and LEMU. 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, during the employee's regular working hours, shall be released from work without loss of compensation or other benefits to attend the hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.

G. In the event an employee is provided representation by LEMU, the cost of the expenses of the hearing shall be shared equally by LEMU and the County.

H. Any hearing expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

I. Within twenty-one (21) calendar days following the hearing of the appeal or as soon thereafter as practicable, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties.

1. The hearing officer shall confine the decision to whether, based upon the evidence at the time the County separated the employee, the employee was medically or psychologically incapacitated from performing the essential functions of his/her position for a permanent or uncertain duration. The hearing officer shall not substitute his/her opinion for that of the medical provider.

2. The hearing officer's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee received since the date of discharge. The employee shall supply records of such employment earnings when requested.
- J. Hearings under this section 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 reasonable persons are accustomed to rely upon in the conduct of serious affairs. Irrelevant and unduly repetitious evidence shall be excluded.
- K. 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 separation from employment, unless it is the type of hearsay admissible over objection in a civil action.
- L. Medical records may be submitted and relied upon without the requirement that the healthcare provider testify to authenticate those records. This does not preclude either party from calling healthcare providers to testify in support of whether the employee is fit or unfit to perform the essential functions of the position. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.
- M. The rules of privilege shall be effective to the same extent that they are recognized in civil actions. In addition, communications between Human Resources Department and advocates, or representatives of the department(s) involved in the arbitration, and communications between the union representative and the employee shall be confidential and not subject to disclosure in a hearing.
- N. Oral evidence shall be taken only on oath or affirmation.
- O. Employees not testifying on rebuttal may be called and examined as on cross examination.
- P. The employee and the Department Head or designee shall have these rights:
1. To call and examine witnesses;
 2. To introduce evidence;
 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 4. To impeach any witness regardless of which party first called the witness to testify; and
 5. To rebut any derogatory evidence.
- Q. The hearing shall be a private proceeding among the County's representative, the employee and the employee's representative.

R. The decision of the Arbitrator shall be final subject to the right of either party to seek judicial review by filing a writ per California Code of Civil Procedure section 1094.5.

ARTICLE XVIII
ALCOHOL AND DRUG ABUSE POLICY

The County has established a strong commitment to eliminate substance abuse and its effects in the workplace, and has set forth a policy in Board of Supervisors Policy C-10, which is included in this MOU by reference.

Where two employees in the chain of command have reasonable suspicion that an employee reasonably believed to be is under the influence of alcohol or drugs, the employee shall be subject to drug and or alcohol testing. If requested by the employee a drug recognition expert (DRE) or person certified in drug abuse recognition (DAR) will evaluate the employee to verify whether reasonable suspicion exists if the DRE or DAR is available to respond to the location of the employee within one hour of the request. The opinion of the DRE or DAR will be taken into consideration. prevented from engaging in further work and may be detained for a reasonable time until they can be safely transported from the work site.

ARTICLE XIX
FLEXIBLE BENEFIT PROGRAM

Section 1. ESTABLISHMENT OF THE PLAN

- A. Purpose. The County ~~has of Riverside, a political subdivision of the State of California, hereby establishes a cafeteria plan, to be known as "The County of Riverside Flexible Benefits Program" ("the "Plan"). The plan is intended to qualify as a plan described in section 125 of the Internal Revenue Code of 1986. The plan is established effective as of November 20, 1986, in order to provides eligible employees a means of choosing among various benefit programs on a favorable tax basis.~~
- B. Applicability of Plan. The provisions of this plan are applicable only to the employees of the County in current employment who are members of a participating group of employees, on and after November 20, 1986, who are enrolled in a benefit program offered under the welfare Benefit Plan (excluding dental) offered by the County and who meet the eligibility requirements. This includes all members of LEMU.
- C. Provision for Payment of Benefits. Payment of the costs of benefits which are provided under this plan comes from: County contributions of cash and to the extent additional funds are needed, with employee contributions of salary.

Section 2. DEFINITIONS

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

~~—"Administrator" means the Health Benefits Officer of the County or a designee.~~

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

Section 3. ELIGIBILITY AND PARTICIPATION

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

Section 4. BENEFITS

- A. Electable Benefits. The Compensation and benefits among which an employee may elect under this Plan are:
1. Salary, and;
 2. Contributory Coverage's which are available to the Employee in lieu of salary.

Included in the Contributory Coverage's are benefits available under the Welfare Benefit Plan and dental coverage as offered by the County.

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

- B. Election Under Plan. Elections under Section 4 shall normally be made for one year periods. Once per year at the date it specifies, the County shall permit each eligible Employee to make an election between a Contributory Coverage or cash in lieu thereof, as provided under Section 4. An employee may only revoke their benefit election and make a new election with respect to the remainder of the one year period to the extent permitted by the County, and only if both the revocation and the new election are on account of and are consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child and deletion of dependents. In addition, elections may also be made not later than sixty days after an Employee first becomes eligible for a Contributory Coverage. Any election made by an Employee will remain in effect until changed by the Employee.
- C. Election Amendments by Administrator. The County may amend Employee elections under this Plan in the event the County determines that amendments are necessary or advisable in order to (1) satisfy the anti-discrimination requirements imposed on this Plan by the Code; (2) prevent any Employee from having to recognize more income for Federal income tax purposes from the receipt of fringe benefits hereunder than would otherwise be recognized, due to the application of any anti-discrimination provision of the Code; or (3) maintain the non-taxable status of benefits received under this plan or any benefit plan pursuant to the requirements of the Code.
- D. Funding. This Plan shall be funded by County contribution of cash, and salary reduction contributions to the extent additional funds are needed by Employees in order to receive Contributory Coverage. County contributions shall be applied by the County to purchase Contributory Coverage's for electing Employees or to pay then cash as provided under Section 4. The maximum amount of salary that could be waived by Employees shall be the difference between the cost of the most expensive coverage available under a Welfare Benefit Plan that the Employee could select for the period in question and the nonelective County contribution made on the Employee's behalf. Each participant shall determine the amount of reduction in their salary to be used to purchase Contributory Coverage's for the Plan Year, for each biweekly pay period, prior to the beginning of such Plan Year, or:

For the participant subject to a change in the family status referred to in Section 4(B), prior to the Effective Date specified by the participant in a written notification to

the designated office of the County on such forms as the County may prescribe.

Section 5. RECEIPT OF BENEFITS

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

Section 6. ADMINISTRATIVE PROVISIONS

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

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

- H. The County may amend, alter, or change the benefit plans and programs covered by this Plan and may amend or terminate the Plan itself.
- I. County offered health insurance coverage is mandatory in order to receive cash back. If monies remain after health and dental insurance premium deductions, said monies may be taken in cash. This amount will not exceed the monthly contribution amount minus total premiums. Dental insurance is optional but does not qualify for the cash back option without a health plan election.

For example:

Health Insurance Premium, single coverage	\$5400.00
Dental Insurance Premium, single coverage	\$ 20.00
Flexible Benefit Credits	<u>\$9859.28</u>
Cash back to employee	\$439.28

- J. County Contributions. ~~Except as provided in Section 1B of Article II, F~~for all employees covered under the provision of this MOU, the County's monthly contribution on behalf of each active employee is \$9859.28, inclusive of the CalPERS statutory minimum contribution.

~~The County's monthly flex benefit contribution will be reduced by one hundred dollars (\$100.00) to seven hundred and fifty nine dollars and twenty eight cents (\$759.28) per month effective July 12, 2012 through July 9, 2014.~~

~~Effective July 10, 2014, the monthly contribution amount shall be reinstated to the eight hundred fifty nine dollars and twenty eight cents (\$859.28) amount.~~

~~Effective November 12, 2015, the monthly contribution shall be increased by fifty dollars (\$50.00) to nine hundred nine dollars and twenty eight cents (\$909.28) per month.~~

~~Effective November 10, 2016, the monthly contribution shall be increased by fifty dollars (\$50.00) to nine hundred fifty nine dollars and twenty eight cents (\$959.28) per month.~~

~~Regular part-time employees who work 20-29 hours receive 2/3 benefits and 30-39 hours receive 3/4 benefits. The parties agree that any mid-year adjustments to flexible benefit contribution will not require a new open enrollment process.~~

Section 7. PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (PEMHCA)

The County shall contribute \$128.00, or the minimum PEMHCA amount required by CalPERS, whichever is greater, per month on behalf of each eligible retiree and such retiree's dependents enrolled in one of Riverside County employee medical and hospital plans, toward the payment of premiums for health insurance.

Section 8. DENTAL INSURANCE

Dental insurance is also available at an additional cost.

Section 9. OPTICAL INSURANCE

The County shall provide an optical plan. The premium cost for optical insurance shall be made in addition to the County contribution to the Flexible Benefit Plan.

Section 10. LONG -TERM DISABILITY INSURANCE

Employees covered under the provisions of this Agreement shall be enrolled in the County' Long Term Disability Plan at no cost to the employee. The County's Plan pays 66.67% of earnings, to a maximum of \$10,000.00 per month, after a 60-day waiting period. Benefits are payable until a maximum age of 65.

- A. The definition of disability shall be as follows: An employee is disabled from all occupations if, as a result of sickness, accidental bodily injury or pregnancy, an employee is unable to perform with reasonable continuity the material duties of any gainful occupation for which he/she is reasonable fitted by education, training and experience. Gainful is interpreted to mean the same station in life.
- B. Reciprocity: An employee who is absent from work due to an industrial disability shall not be entitled to receive both (a) full salary in lieu of temporary disability benefits pursuant to this Agreement or Section 4850 of the Labor Code and (b) benefits available under the County's Long-Term Disability Insurance Plan.

~~C. Correctional Sergeants and Correctional Lieutenants: Employees in these classifications covered by this Agreement shall be included in the County's Long-Term Disability Insurance Plan effective June 1, 1991 and shall no longer be included with the County's Short Term Disability Insurance Plan.~~

Section 11. DEFERRED COMPENSATION

Regular employees covered under the provisions of this Agreement are eligible to participate in County sponsored Sec.457 and Sec. 401(a) plans subject to the provision of the plan documents and applicable state and federal law. These plans are available to employees through County approved providers~~Nationwide Retirement Solutions, or the Variable Annuity Life Insurance Company (AIG Retirement).~~

- A. The Sec. 457 plan is employee contributions only. Employees may make biweekly contributions not to exceed the maximum allowable IRS limit.

The County shall allow each employee, upon retirement, to convert accumulated annual leave, vacation, sick leave, holiday and compensation time to the County's approved deferred compensation plan, subject to the maximum allowable IRS limit.

- B. Contributions to the Section 401(a) can be made only by the employer. ~~Except as provided by Section 1B of Article II, the County will reduce the fifty eight dollars and fifty cents (\$58.50) per biweekly pay period contribution to the 401(a) money purchase plan by twenty five dollars (\$25.00) to thirty three dollars and fifty cents (\$33.50) per biweekly pay period. The reduction will be effective from July 12, 2012 through July 9, 2014 only for each enrolled Sergeant, Coroner Sergeant, or Correctional Sergeant who is a regular employee. Effective July 10, 2014, [The County's contribution is shall be restored to fifty eight dollars and fifty cents (\$58.50) per biweekly pay period for each enrolled Sergeant, Coroner Sergeant and Correctional Sergeant and fifty dollars (\$50.00) per pay period each enrolled regular~~

Sheriff Captain, Sheriff Lieutenant, Coroner Lieutenant, Correctional Captain, Supervising DA Investigator, DA Bureau Commander and Correctional Lieutenant covered by this MOU.

- B. ~~Except as provided in Section 1B of Article II, the County will reduce the fifty dollars (\$50.00) per biweekly pay period contribution to the 401(a) money purchase plan by twenty five dollars (\$25.00) to twenty five dollars (\$25.00) per biweekly pay period effective from July 12, 2012 through July 9, 2014 only for each enrolled regular Sheriff Captain, Sheriff Lieutenant, Coroner Lieutenant, Correctional Captain, and Correctional Lieutenant covered under this MOU. Effective July 10, 2014, the County's contribution shall be restored to fifty dollars (\$50.00) per biweekly pay period.~~

Section 12. VEBA CONTRIBUTIONS

A VEBA is a Voluntary Employees' Beneficiary Association authorized by Internal Revenue Code Section 501(c)(9) for the benefit of employees who are eligible to participate in the Post Employment Health Savings plan.

~~Except as provided in Section 1B of Article II, the County will reduce the biweekly pay period contribution of one hundred twenty dollars (\$120.00) by one hundred dollars (\$100.00) to twenty dollars (\$20.00) per biweekly pay period per employee into the VEBA plan effective July 12, 2012 through July 9, 2014 only. Effective July 10, 2014, ~~t~~The biweekly pay period contribution by the County into the VEBA plan is shall be restored to one hundred twenty dollars (\$120.00) per pay period for each member of the unit. Effective on the first day of the pay period following Board of Supervisors approval of this MOU, the biweekly pay period contribution by the County into the VEBA plan is one hundred and thirty five dollars (\$135.00) per pay period for each member of the unit.~~

ARTICLE XX SHERIFF DEPARTMENT WELLNESS & FITNESS PROGRAM

Section 1. PROGRAM SUMMARY

The parties are committed to a program that encourages employees to maintain healthy lifestyles and good levels of fitness. The program will be phased in over the term of the MOU.

- A. During the first year of the program, and as required thereafter, employees may participate in an assessment of their health and well-being and receive a Personal Wellness Profile. Following completion of the Wellness Profile, employees will receive a report outlining their individual results, personalized recommendations, and wellness guidelines. Education, activities, and/or classes may be scheduled, and follow-up reviews may be arranged with employees to ensure success in achieving identified wellness objectives.
- B. Starting in the second year of the program LEMU personnel, except those specifically excluded by the Department, may participate in semiannual physical fitness testing consistent with the Cooper Institute's Fitness Training Program. Employees whose Wellness Profile reveals coronary risk factors, cardiovascular or heart disease, use of medications that may prevent them from performing the fitness test, or other limiting health/injury factors, will not be allowed to participate in the

fitness testing until the Program Administrator is satisfied they are able to participate without placing the employee in jeopardy. These employees will be provided the opportunity to work with trained advisors and develop a personal wellness/fitness program to address these concerns.

Test: The test shall consist of the following three (3) elements:

1. Push-Up Test Employee has one (1) minute to complete as many push-ups as possible.
2. Sit-Up Test Employee has one (1) minute to complete as many sit-ups as possible.

In each of these three tests a "meets" standard will be given to employees who attain the 50th percentile, or above, of the Cooper Institute's physical fitness Dynamic Strength Norms.

3. 1½ Mile Run Employee will run 1½ miles. A "meets" standard will be given to employees who attain the 50th percentile, or above, of the Cooper Institute's Cardio-Respiratory Fitness Norms.

Department members will be allowed one attempt during each semiannual testing cycle to "meet" the fitness standards. Each member will be allowed two (2) attempts to attain the 50th percentile. Members reaching the 50th percentile on the first attempt of an individual element will not have to repeat that element.

The parties recognize that some employees may initially fail to meet the fitness standards. Employees failing to meet standards may be scheduled for remedial fitness training under the direction of the Medical Director of Occupational Health (see Attachment A).

Incentive:

- Each employee who elects to participate in all components of the above fitness assessment, regardless of score or outcome, shall receive a bonus of \$300. Each employee deemed as "meets" standard in all three fitness elements above will receive an additional bonus of \$300 (for a maximum bonus amount of \$600 per year).
- An employee who does not receive a "meets" standard in the fitness assessment, who elects to participate in the remedial fitness training activities, will be compensated upon the completion of the remedial fitness training, based on the number of activities completed. (for a maximum remedial bonus amount of \$300 per year).

Section 2. PROGRAM SCOPE

The Sheriff Department Wellness & Fitness Program rewards regular exercise, good nutrition and other healthy lifestyle choices. These Activities are available, as an additional bonus, to all LEMU Members who have received a 'meets' on the Cooper Institute's Fitness Training Program. For those LEMU Members who did not receive a 'meets' on the Cooper Institute's Fitness Training Program, these Activities comprise the 'Remedial Fitness Training'.

Explanation of Activities:

- **Health Risk Assessment (HRA):** A tool, available to LEMU Members and their spouses or Registered Domestic Partners, consisting of valid and reliable questions related to your individual lifestyle practices and health history factors that have the highest impact on individual health, and biometric measures to determine health status. Lifestyle questions focus on exercise, nutrition, diabetes risk, smoking, alcohol, stress, and well-being and personal/family medical history. Additionally, the HRA addresses a person's "readiness to change" that allows for development of tailored interventions to meet specific needs. Some questions relate to how improved health status can lead to increased work performance.
- **One-on-One Consultation:** A comprehensive physician counseling, available to LEMU members and their spouse or Registered Domestic Partners, including care, disease and case management and one-on-one lifestyle consultation.
- **Biometric Screening:** Biometric screenings offer valuable insight into a LEMU member's health risks by providing a number of biometric measures, such as weight, height, blood cholesterol levels including HDL, LDL, triglycerides and blood glucose.
- **Nutritional Counseling:** A comprehensive one-on-one session, available to LEMU Members and their spouses or Registered Domestic Partners, with a registered dietician to create a customized and personal nutrition assessment to assist the LEMU member and/or their spouse or Registered Domestic Partner with nutritional requirements regarding Cardiac Disease, Diabetes, Obesity, Cholesterol, Hypertension and Weight-loss.

Section 3. HIPAA REQUIREMENTS AND LIMITATIONS

HIPAA Wellness Program Rules permit Wellness programs to discriminate based on health status-related factors as long as certain requirements are met.

The five requirements are:

1. The total reward must not exceed 20% of the cost of employee-only coverage (or 20% of the total cost of coverage if dependents can participate in the program).
2. The program must be reasonably designed to promote health and prevent disease.
3. Individuals eligible for the program must be given the opportunity to qualify for the reward at least once per year.
4. The reward must be available to all similarly situated individuals. The program must allow a reasonable alternative standard (or waiver of initial standard) for obtaining the reward to any individual for whom it is unreasonably difficult due to a medical condition, or medically inadvisable, to satisfy the initial standard.
5. The plan must disclose in all materials describing the terms of the program the availability of a reasonable alternative standard (or the possibility of a waiver of the initial standard).

ARTICLE XXI
MAINTENANCE OF MEMBERSHIP

Employees in the Law Enforcement Management Unit ~~who are members of LEMU on February 4, 1999,~~ shall remain members during the period covered by this MOU. Such employees may withdraw during the month of January of any year as described below.

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

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

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

ARTICLE XXII
LABOR/MANAGEMENT COMMITTEE

Such committee shall initially meet no later than 30 days after the implementation date of this MOU and shall continue to meet thereafter at times and locations agreed-upon by the committee members. ~~The committee's initial agenda shall include the development of a physical fitness program which could include both incentives and disincentives; the examination of ways to reduce the use of both work related and non-work related paid time off, and any other mutually agreed-upon related issues.~~

ARTICLE XXIII
PROVISIONS OF LAW

It is understood and agreed that this MOU is subject to all applicable Federal, State, and County laws and regulations. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of federal, State, or County laws, rules or regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.

Reference:

____ Minute Order 3.24, dated 05/08/2001
____ Minute Order 3.53, dated 08/23/2005
____ Minute Order 3.87, dated 07/29/2009
____ Minute Order 3.27, dated 04/17/2012