

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



ITEM  
3.26  
(ID # 8587)

MEETING DATE:

Tuesday, December 11, 2018

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Adoption of Resolution 2018-221, a Resolution of the Board of Supervisors of the County of Riverside to Impose the County's Last, Best, and Final Offer dated July 19, 2017 on Service Employees International Union, Local 721, All Districts. [\$0] (Continued from November 13, 2018, Item #3.1, MinuteTraq #8454)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution 2018-221 in accordance with Government Code 3505.7, a Resolution of the Board of Supervisors of the County of Riverside to impose the County's Last, Best, and Final Offer dated July 19, 2017 on Service Employees International Union, Local 721.

ACTION: Policy

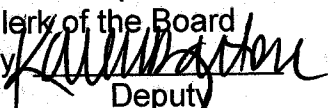
  
Brenda Dieckrichs, Assistant CEO / Human Resources Director 12/8/2018

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Tavaglione, Washington and Ashley  
Nays: Jeffries and Perez  
Absent: None  
Date: December 11, 2018  
xc: HR

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19

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

**BACKGROUND:**

**Summary**

Service Employees International Union, Local 721 (SEIU), which represents approximately 7,300 employees, asked to open negotiations for a new Memorandum of Understanding (MOU) on July 26, 2016 and 39 bargaining sessions were held. On August 30, 2017 the County declared impasse after the parties were unable to reach an agreement for a successor MOU. Subsequently, the parties exhausted impasse procedures including factfinding, and holding a public hearing (May 8, 2018) on the factfinder's report.

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

The County values its employees and their contributions, but we are unable to sustain continuing escalating increases in SEIU represented employees' compensation due to our structural deficit, declining reserves, and projected substantially increasing financial obligations. Riverside County SEIU represented employees' average total compensation is over \$106,540 annually, which is 7% higher than their peers in the surrounding comparable counties. These employees have received, on average, a 49% increase in compensation over the past 5 years and their compensation at top step is, on average, over 18% above market.

The matter before the Board today is to adopt the Resolution to impose the County's Last, Best, and Final Offer on SEIU represented employees (excluding SEIU represented Per Diem Unit employees) effective December 20, 2018, in accordance with Government Code 3505.7.

The major substantive items in the Last, Best, and Final Offer include:

Wages – No Cost of Living, Pay or Salary Adjustments.

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

Step/Anniversary/Merit Increase – Employees will receive one (1) step (2.71%) anniversary/merit increase on the employee's anniversary date.

Release Time – Elimination of the union education release time bank (provided 20 minutes of release time per represented employee per calendar year).

State Disability Insurance – Elimination of the County's obligation to pay for Short Term and Long Term Disability and apply for and transition to the State Disability Insurance Plan.

Internal Parity/Realignment - Consolidate the Social Worker series and the Registered Nurse series.

In addition to the above, amendments were made to the following items: POST Certification Pay (tiered system), shift differential, bilingual pay, sick leave/vacation leave payout, low census staffing at RUHS Medical Center, and non-disciplinary appeal. Elimination of the following items: DPSS command post bonus and meal allowance; the special provision for Fire and Sheriff Department holiday(s); medical subsidies for employees hired after adoption by the Board, automatic salary compaction fixes, and the fairness agreement. Non-economic amendments were made to clarify the intent of existing language (i.e. retirement, promotion, demotion, fitness for duty, voluntary time bank, grievances, layoff, and reinstatement.). The items listed are not exhaustive and the County's Last, Best, and Final Offer should be referenced for specific terms or conditions.

**Impact on Residents and Businesses**

There is no impact on residents and businesses.

**Additional Fiscal Information**

The Last, Best, and Final Offer is projected to generate approximately \$1,281,487 in savings for FY18/19. Additionally, there are a number of provisions contained in the Last, Best, and Final Offer that provide managerial discretion to generate additional savings.

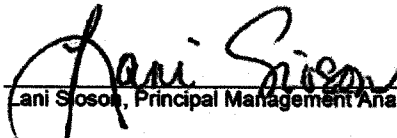
	<u>Costs</u>	<u>Savings</u>
Step/Anniversary/Merit Increases (single step)		\$2,248,651
Consolidation of Registered Nurse Series	\$468,025	
Consolidation of Social Workers Series	\$508,139	
Total	<u>\$967,164</u>	<u>\$2,248,651</u>
<b>Overall Annual Savings</b>		<b><u>\$1,281,487</u></b>

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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**ATTACHMENTS:**

- Attachment A.** Resolution No. 2018-221, a Resolution of the Board of Supervisors of the County of Riverside imposing the County's Last, Best, and Final Offer dated July 19, 2017 on the Service Employees International Union, Local 721.
- Attachment B.** County's Last, Best, and Final Offer on the Service Employees International Union, Local 721 dated July 19, 2017.



Lani Sison, Principal Management Analyst 12/3/2018



Gregory P. Priapos, Director County Counsel 12/3/2018

2 RESOLUTION NO. 2018-221

3 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE IMPOSING THE  
4 COUNTY'S LAST, BEST, AND FINAL OFFER ON THE SERVICE EMPLOYEES INTERNATIONAL UNION,  
5 LOCAL 721 PURSUANT TO GOVERNMENT CODE SECTIONS 3505.4, 3505.5, AND 3505.7  
6

7 WHEREAS, the County of Riverside (hereinafter "County") and the Service Employees International  
8 Union, Local 721 (hereinafter "SEIU") were signatories to a Memorandum of Understanding (hereinafter  
9 "MOU") that expired on November 30, 2016 setting certain terms and conditions of employment for  
10 employees in the SEIU;

11 WHEREAS, on September 12, 2016 the County and SEIU negotiation teams began to meet and engage  
12 in extensive negotiations over the terms of a successor to said MOU;

13 WHEREAS, notwithstanding that the County and SEIU negotiation teams participated in thirty-nine  
14 negotiation sessions since September 12, 2016 in an effort to conclude the terms of a successor MOU, the  
15 County and the SEIU have not reached agreement on such terms;

16 WHEREAS, on July 19, 2017, the County's negotiation team submitted the County's last, best, and final  
17 offer to the SEIU and provided an explanation of the terms to the SEIU;

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

20 WHEREAS, notwithstanding the efforts described above, the parties arrived at an impasse and the  
21 County provided the SEIU with a written declaration of impasse on August 30, 2017;

22 WHEREAS, per the County's Employee Relations Resolution, No 2014-156, the County and the SEIU  
23 were not in agreement to go to mediation in efforts to resolve the impasse;

FORM APPROVED COUNTY COUNSEL  
BY:  GREGORY P. PRIAMOS  
DATE: 11-2-18

1       **WHEREAS**, the County negotiation team and the SEIU participated in six days of fact finding between  
2 January 24, 2018 and February 6, 2018 with a three-member fact finding panel, consisting of Tony Butka  
3 (neutral panel chair), Josie Mooney (SEIU representative) and Edward Zappia (County representative) in  
4 efforts to resolve the impasse;

5       **WHEREAS**, following the fact finding hearing, while the parties were trying to resolve their impasse, the  
6 County and the SEIU were unable to reach a tentative agreement and the parties remained at impasse;

7       **WHEREAS**, in accordance with Government Code section 3505.5, the fact finding committee submitted  
8 findings of fact and recommended terms of settlement (the fact finding report) to the parties on April 9,  
9 2018;

10       **WHEREAS**, on April 29, 2018, in accordance with Government Code section 3505.5, the County of  
11 Riverside made the findings and recommended terms of settlement from the fact finding panel publicly  
12 available by posting for public inspection as the County regularly posts Board agendas, including on the  
13 County's website;

14       **WHEREAS**, in accordance with Government Code section 3505.7, no earlier than ten (10) days following  
15 receipt of the findings of fact and recommended terms of settlement from the fact finding panel, the Board  
16 of Supervisors of the County of Riverside held a public hearing on May 8, 2018 and has considered the  
17 impasse between the County and the SEIU and the report and all recommendations from the fact finding  
18 panel. The Board has concluded that it is appropriate to implement the County's Last, Best, and Final offer;

19       **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED BY THE BOARD OF SUPERVISORS OF THE**  
20 **COUNTY OF RIVERSIDE, CALIFORNIA** that this Resolution is approved, thereby adopting and implementing  
21 the County's Last, Best and Final Offer effective November 22, 2018, as set forth in the terms and conditions  
22 of employment for County employees in the Service Employees International Union, Local 721, attached  
23 and incorporated herein as Exhibit "A".  
24

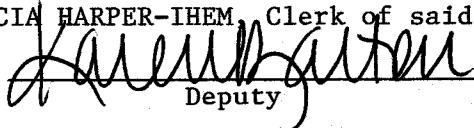
1           **BE IT FURTHER RESOLVED** that the County Executive Officer and Human Resources Director are hereby  
2 authorized and directed to take any necessary administrative actions to implement the provisions of this  
3 Resolution;

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

8  
9  
10 ROLL CALL:

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

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

16  
17  
18  
19  
20  
21  
22  
23  
24           KECIA HARPER-IHEM, Clerk of said Board  
By  Deputy

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.1**  
(MT 8454)

Motion 1)

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the motion to approve the recommendation from Human Resources regarding Adoption of Resolution 2018-221, a Resolution of the Board of Supervisors of the County of Riverside to Impose the County's Last, Best, and Final Offer dated July 19, 2017 on Service Employees International Union, Local 721, All Districts failed.

Roll Call:

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

Motion 2)

On Motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED to direct staff to negotiate a three-party settlement agreement to stand down and that all PERB complaints and court actions be withdrawn or dismissed by the County, SEIU, and that staff report back to the Board on December 11, 2018.

Roll Call:

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

Motion 3 continued on page 2

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on November 13, 2018 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: November 13, 2018  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: [Signature] Deputy

AGENDA NO.  
3.1

xc: HR, COB



MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



Motion 3)

On Motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter be reconsidered.

Motion 4)

On Motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED to continue the item to December 11, 2018 at 9:00 a.m. or as soon as possible thereafter.

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on November 13, 2018 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: November 13, 2018  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: \_\_\_\_\_

Deputy

AGENDA NO.  
3.1

xc: HR, COB

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



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

**SPEAKER'S NAME:** JOHNNY ORTEGA

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

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

**Phone #:** \_\_\_\_\_

**Date:** 12/11/19      **Agenda #** Policy COUNCIL ITEM 26  
6587

**PLEASE STATE YOUR POSITION BELOW:**

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

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

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

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

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

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

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

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

**SPEAKER'S NAME:** DEBRA WASHINGTON

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

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

**Phone #:** \_\_\_\_\_

**Date:** 12/11/19 **Agenda #** Policy CAL. ITEM 26.8597

**PLEASE STATE YOUR POSITION BELOW:**

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

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

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

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

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

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### **Power Point Presentations/Printed Material:**

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



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

**SPEAKER'S NAME:** APRIL KEWER

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

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

**Phone #:** \_\_\_\_\_

**Date:** 12/11/19      **Agenda #** POLICY CAL ITEM 26  
9587

**PLEASE STATE YOUR POSITION BELOW:**

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

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for "Appeal", please state separately your position on  
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**I give my 3 minutes to:** \_\_\_\_\_

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

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Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** NICOLE HOYT

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

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

**Phone #:** \_\_\_\_\_

**Date:** 12/11/19 **Agenda #** POLICY CAL. ITEM 26 .8587

**PLEASE STATE YOUR POSITION BELOW:**

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

**Support**       **Oppose**       **Neutral**

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

**Support**       **Oppose**       **Neutral**

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

*Did not speak*



## **BOARD RULES**

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### **Group/Organized Presentations:**

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✓

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

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

**SPEAKER'S NAME:** BOB SCHOONOVER

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

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

**Phone #:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Agenda #** Policy Cav. ITEM 26, 9587

**PLEASE STATE YOUR POSITION BELOW:**

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

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

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

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

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

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. **YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.**

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

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Request to Speak**

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

**SPEAKER'S NAME:** ELON ALVAREZ

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

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

**Phone #:** \_\_\_\_\_

**Date:** 12/11/19 **Agenda #** Policy Cav., ITEM 26.8587

**PLEASE STATE YOUR POSITION BELOW:**

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

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

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\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

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

3.26

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**Terms and Conditions of Employment for SEIU Represented Bargaining Units**  
**(excludes the Per Diem Unit)**

TERMS AND CONDITIONS OF EMPLOYMENT

COUNTY OF RIVERSIDE

AND

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 721

**Terms and Conditions of Employment for SEIU Represented Bargaining Units**  
**(excludes the Per Diem Unit)**

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**Terms and Conditions of Employment for SEIU Represented Bargaining Units  
(excludes the Per Diem Unit)**

**DEFINITIONS**

**Arbitration** shall mean a hearing that is heard by an independent third party to conduct the Third Step meeting in the grievance process, disciplinary appeal hearings, or any other form of hearing designated herein.

**Anniversary date** shall mean the date upon which a step advance in salary becomes effective under provisions of these Terms and Conditions of Employment .

**Business day** shall mean any day Monday through Friday, excluding weekends and County observed holidays.

**Calendar day** shall mean every day of the week, month or year, inclusive of all holidays.

**Continuous service or continuous employment** shall mean the continuing service of a permanent or seasonal employee in a regular position which has not been interrupted by resignation, discharge or retirement.

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

**Employees** shall refer only to "regular" or "seasonal" employee(s), full-time or part-time, as referred to in Salary Ordinance No. 440 employed by the County in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution.

**First Step** shall mean a meeting at the department level between a department representative and the employee, and/or Union representative. The First Formal Step in the Grievance Process.

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

**MOU** shall mean a Memorandum of Understanding between the County of Riverside and SEIU Local 721. The "Terms and Conditions of Employment for SEIU Represented Bargaining Units" adopted by the Board of Supervisors on December 11, 2018 is not an MOU.

**Neutral** shall mean an independent third party, such as a hearing officer or arbitrator, agreed upon by the parties, by the processes designated herein, to conduct Step 3 arbitrations, disciplinary appeal hearings, or any other form of hearing designated herein.

**Terms and Conditions of Employment for SEIU Represented Bargaining Units**  
**(excludes the Per Diem Unit)**

**Paid status** shall mean the payment of compensation to an employee for regular hours worked or from accrued leave banks such as vacation, sick, holiday and/or compensatory time. Payments received for disability such as short-term or long-term disability or workers' compensation shall not be considered being in a paid status and shall not entitle an employee to earn leave accruals, including accrued holiday or receive flex benefit contributions.

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

**Pay period** shall be fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act ("FLSA") work weeks.

**PERB** shall mean the California Public Employment Relations Board.

**CalPERS** shall mean the California Public Employees' Retirement System.

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

**Post-Employment Program** shall mean the Health Savings Plan Voluntary Employees' Beneficiary Association ("VEBA") available to qualifying employees upon retiring from the County.

**Position** shall mean any office or employment to which a group of duties and responsibilities is assigned or delegated by competent authority, the performance of which requires the full-time or part-time employment of one (1) person.

**Probationary employee** means a regular or seasonal employee who has not completed the initial probationary period as designated in these Terms and Conditions of Employment, in a paid status in a position following initial employment, or in a paid status in a position to which they have been promoted, transferred or demoted following completion of the initial probationary period.

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

**RUHS** shall mean the Riverside University Health System that includes the Medical Center [includes the Hospital, Inpatient Treatment Facility ("ITF") and the Emergency Treatment Services Facility ("ETS"), Public Health, Behavioral Health and Care Clinics [include all clinics located within the Hospital and at other community locations].

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

**Terms and Conditions of Employment for SEIU Represented Bargaining Units**  
**(excludes the Per Diem Unit)**

**Regular employee** shall mean a holder of a regular position.

**Regular position** shall mean a position established pursuant to Salary Ordinance No. 440 on an ongoing basis, as distinct from a seasonal or temporary position.

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

**Second Step** shall mean a meeting in the Grievance Process at the County Human Resources Department level; grievance is heard by a County Human Resources employee.

**SEIU** shall mean the Service Employees International Union, Local 721.

**Step Increase** shall mean a pay increase based upon approved pay scale tables.

**Temporary employee** shall mean an employee who is not a regular or seasonal employee.

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

**Work/Working day** shall mean each day an employee performs his/her duties, including weekends and holidays.

**Terms and Conditions of Employment for SEIU Represented Bargaining Units**  
**(excludes the Per Diem Unit)**

**ARTICLE 1**  
**TERM**

**Section 1. Effective Date**

Pursuant to Section 3500 *et. seq.* of the Government Code of the State of California the representatives of the County of Riverside and the Service Employees International Union, Local 721 (“SEIU” or “Union”) met and conferred on salaries, benefits and working conditions. Following exhaustion of all impasse procedures, in accordance with Government Code section 3505.7, the Riverside County Board of Supervisors adopted Resolution No. 2018-221 imposing changes to the Terms and Conditions of Employment effective December 20, 2018. Except as modified by Resolution No. 2018-221, all other wages, hours and other Terms and Conditions of Employment remain unchanged.

**Section 2. No Waiver of Union Rights**

In the absence of an existing MOU between SEIU and the County, nothing herein shall be construed or applied in a manner that would impose a waiver of SEIU’s rights under the Meyers-Milias-Brown Act.

**ARTICLE 2**  
**RECOGNITION**

These Terms and Conditions of Employment shall apply only to persons employed as regular full-time, or regular part-time, or Seasonal employees in classifications within the following bargaining units:

County of Riverside:

- A. Para-Professional Unit
- B. Professional Unit
- C. Registered Nurses Unit
- D. Supervisory Unit

County of Riverside Waste Resources Management District:

- A. Supporting Services
- B. Trades, Crafts, and Labor
- C. Professional/Administrative

County of Riverside Regional Park & Open-Space District:

- A. General
- B. Supervisory

**Terms and Conditions of Employment for SEIU Represented Bargaining Units**  
**(excludes the Per Diem Unit)**

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

**ARTICLE 3**  
**FULL UNDERSTANDING, MODIFICATION AND WAIVER**

Except as modified herein or as otherwise required by law, existing wages, hours and other Terms and Conditions of Employment set forth in the County Salary Ordinance and related resolutions and regulations shall continue in effect. The terms used in these Terms and Conditions of Employment shall have the same meaning as like terms used in the County Salary Ordinance and related resolutions and regulations.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

All management rights and functions shall remain vested exclusively with the County. The County agrees that it will not exercise the foregoing management rights in an arbitrary or capricious manner:

1. To determine the mission of each of its departments, institutions, boards and commissions pursuant to law.
2. To set standards of service to be offered to the public.
3. To exercise control and discretion over its own organization and operations.
4. To direct, discipline and discharge its employees in accordance with the law, ordinances, regulations and these Terms and Conditions of Employment .
5. To relieve its employees from duty because of lack of work or for other legitimate reasons.
6. To determine the methods, means and personnel by which its operations are to be conducted, including the performance thereof by contract, and to determine workload and staffing patterns.
7. To prescribe the qualifications for employment and determine whether they are met.
8. To establish and enforce safety measures to protect employee and/or the public.

**Terms and Conditions of Employment for SEIU Represented Bargaining Units**  
**(excludes the Per Diem Unit)**

9. To take all other action except as clearly and expressly otherwise provided by these Terms and Conditions of Employment or the Employee Relations Resolution.

**ARTICLE 5**  
**WORKWEEK, OVERTIME AND PREMIUM PAY**

**Section 1. Workweek**

- A. **Pay Period.** The pay period shall be fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act ("FLSA") work weeks. Work weeks will comply with the FLSA.

**Work Schedule.** The normal work schedule is a 5/40 schedule (five (5) eight (8)-hour days per work week excluding un-paid meal periods). A department head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate an alternative work schedule after giving a one (1) pay period written notice to the Union.

Schedule assignments are not grievable.

- B. **Alternative and Flex Work Schedules.** Employees may be assigned to work a 9/80, 3/12, 4/10, 4/12, 6/12-2/4 or 6/12-1/8 work schedule by the department head as required by operational necessity. The following describes the work schedules:

9/80 schedule (four, nine-hour days per work week and one eight-hour day per pay period)

3/12 schedule (three, twelve-hour days per work week)

4/10 schedule (four, ten-hour days per work week)

4/12 schedule (three, twelve-hour days per work week and four, twelve-hour days every other week)

6/12-2/4 schedule (three, twelve-hour days and one, four-hour day per work week)

6/12-1/8 schedule (three, twelve-hour days per work week and one alternating eight hour day every other week)

Flex schedules shall be made available under the following conditions:

1. Overtime shall be earned and compensated under this section according to the provisions of Section 2 of this Article.
2. In order for an employee to work an alternative and flex work schedule, the

**Terms and Conditions of Employment for SEIU Represented Bargaining Units**  
**(excludes the Per Diem Unit)**

employee must continue to maintain the work load assigned within the work period. The department may establish core hours of work. In addition, employees must agree to clear their schedule to attend staff meetings, training classes or any other meetings or events that the department requires the employee to attend. It is mandatory for an employee to follow reporting requirements of the department and any other requirement in the department's policy, procedures and handbook. It is incumbent on the employee to keep abreast of all events that affect their schedule.

3. At the discretion of the County, Registered Nurses and Licensed Vocational Nurses throughout the Riverside University Health System ("RUHS") may maintain their 3/12 schedules. Such schedules will be treated as full-time positions for the purpose of all benefits in accordance with the other provisions set forth in these Terms and Conditions of Employment and the 72-hour nurses shall be entitled to all full-time benefits as if they were classified as full-time employees under these Terms and Conditions of Employment. 72-hour nurses shall not be entitled to CalPERS contributions beyond their actual accrued CalPERS eligible compensation.
4. At the discretion of the County, if Respiratory Care Practitioners are assigned to a 3/12 schedule, then such schedule will be treated as full-time positions for the purpose of all benefits in accordance with the other provisions set forth in these Terms and Conditions of Employment and the 72-hour Respiratory Care Practitioners shall be entitled to all full-time benefits as if they were classified as full-time employees under these Terms and Conditions of Employment. These employees shall not be entitled to CalPERS contributions beyond their actual accrued CalPERS eligible compensation.

C. Command Post Schedules. A Command Post provides off hours emergency response services by Social Services Practitioners (assigned to Children's Services) and Social Services Supervisors (assigned to Children's Services). The department shall regularly review the Command Post to ensure that it is providing a quality, cost effective solution to the off duty hours emergency response needs of the County. The department reserves the right to determine the work assignments for Command Post staff. However, the general focus of the Command Post is after-hours emergency response for the purpose of reducing the burden of on call duty for other departmental staff. The following conditions apply to all employees that are assigned to the Command Post:

1. Employees not working the third or weekend shifts shall be scheduled for forty (40) straight time hours as follows:
  - a. Regular Shift: Monday to Thursday from 3:00 p.m. until 1:00 a.m.



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- b. Standby Duty: Up to four (4) on-call duty shifts of six and one half (6 ½) hours each week. Generally employees will be scheduled for standby duty shifts Monday to Thursday from 1:00 a.m. until 7:30 a.m. the following morning. However, the weekly standby duty shifts may be scheduled on other days or times during the week to meet departmental staffing needs.
2. Third Shift. Employees assigned to the Command Post third shift will be assigned a 4/10 work schedule, Monday through Thursday, the hours of which will be determined by the department.
3. Weekend Shift. Employees assigned to the Command Post weekend shift will be assigned a 3/12 work schedule, Friday through Sunday, the hours of which will be determined by the department, plus a floating four (4) hour shift each week, Monday through Thursday, at a time to be determined between the employee and his/her supervisor.
4. The alternative shift configuration for the Command Post may be changed at the discretion of the department to meet staffing needs including, but not limited to, the configuration of the hours of work, the start and stop times for the regular shifts, and the days of work during the week according to the provisions of Section 1(B) of this Article.
5. Completing Court Reports. Any employee in the Command Post who is required to complete a court report as the result of an emergency response shall complete the court report immediately following the emergency response or during the next regularly scheduled work shift. If it is not possible to complete the court report immediately following the emergency response, and the report is due prior to the commencement of the next regularly scheduled work shift, then the employee shall request and obtain permission from his/her supervisor to complete the report on non-scheduled time. Payment for such non-scheduled time shall be made in accordance with these Terms and Conditions of Employment.
6. Assignment to Command Post. Assignments to and removal from the Command Post will be made at the discretion of the department head or designee. Such decisions are not subject to either the grievance or disciplinary appeal procedures in these Terms and Conditions of Employment and cannot be made or interpreted as disciplinary action. Employees assigned to the Command Post may also request reassignment from the Command Post in accordance with the department's normal procedures. Reassignment will be made as quickly as possible following receipt of the request from the employee.
7. Employees shall be given an opportunity to express their interest in an assignment to the Command Post and the department will maintain a list of

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interested employees and attempt to staff the Command Post from the list of interested employees. If an insufficient number of employees signify interest in the Command Post, or if the employees on the list do not meet the staffing requirements of the department, the department reserves the right to assign employees to the Command Post to ensure full and appropriate staffing levels.

8. The County reserves the right to amend or revise the rules described herein with respect to the Command Post to create a more effective Command Post model and/or discontinue the Command Post program, subject to any meet and confer obligations with SEIU regarding the effects of such decisions. Notice for changes to the shift patterns of the Command Post will be provided prior to the implementation of any change according to the work schedule requirements of these Terms and Conditions of Employment.

**Section 2. Overtime**

- A. **Overtime.** Overtime work is authorized work in excess of the forty (40) hours in the established FLSA work week unless otherwise specified in these Terms and Conditions of Employment. Only actual hours performing work shall count towards the computation of overtime.

Time off due to low census staffing at RUHS-Medical Center shall not be counted towards the calculation of FLSA overtime in the established work week.

**Exceptions:**

1. **Fire Communications Supervisor, Sheriff's Communications Supervisor and Sheriff's Records/Warrants Supervisor Classifications.** If employees are required to work an extra shift or shifts beyond their regular shift pattern, they shall be paid at one and one-half (1½) times their base rate of pay. This provision applies only to extra shift(s) or shift extension(s) that are identified on the schedule or given as mandatory work assignments and does not apply to other voluntary work assignments taken by the employee during the workweek.
  2. **Transportation Department Classifications.** Any employee in the Transportation Department who is required to work extra shifts and/or hours beyond their regular shift pattern shall be paid at one and one half (1½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA.
- B. **Double Time.** Employees in the following classifications shall be eligible to receive overtime credit at two (2) times the base rate of pay for actual hours worked subject to the qualifying factors set out below.

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Classification:	Qualifying Factors
1. Working at an RCRMC campus, Public Health, or Detention Health: <ul style="list-style-type: none"> <li>• Physician Assistant-Adult Detention</li> <li>• Licensed Vocational Nurse – Adult Detention</li> <li>• Licensed Vocational Nurse I and II</li> <li>• Licensed Psychiatric Technician</li> <li>• Surgical Technician</li> <li>• Assistant Nurse Manager*</li> <li>• Institutional Nurse*</li> <li>• Interim Permit Nurse*</li> <li>• Nursing Education Instructor*</li> <li>• Nurse Practitioner I, II and III*</li> <li>• Pre-Hospital Liaison Nurse*</li> <li>• Registered Nurse I, II, III, IV or V*</li> <li>• Senior Institutional Nurse*</li> <li>• Supervising Institutional Nurse*</li> </ul>	<ul style="list-style-type: none"> <li>• all hours worked after twelve (12) hours of continuous duty, and/or</li> <li>• all hours worked on an extra weekend shift</li> </ul> <p>*See note below chart</p>
2. Working at an RCRMC campus, Public Health, or Detention Health: <ul style="list-style-type: none"> <li>• Respiratory Technician I and II</li> <li>• Respiratory Care Practitioner I, and II</li> <li>• Supervising Respiratory Care Practitioner</li> <li>• Utilization Review Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>• all hours worked on an extra weekend shift</li> </ul>

\*NOTE: A “weekend shift” for the purposes of these classifications and only this section means a shift starting on or after 7:00 a.m. Saturday and ending on or before 7:30 a.m. Monday. An “extra” weekend shift means a weekend shift actually worked in addition to the required weekend shifts that were actually worked in the pay period. Extra shifts begin 3:00 p.m. on Friday. To qualify for double time on an extra weekend shift employees must have also actually worked their regular schedule that week.

For other classifications listed above, a “weekend shift” for the purposes of this section means a shift starting on or after 3:00 pm Friday and ending on or before 7:30 am Monday. An “extra” weekend shift means a weekend shift actually worked in addition to the required weekend shifts that were actually worked in the pay period. To qualify for double time on an extra weekend shift employees must have also actually worked their regular schedule that week.

All classifications listed above as eligible for double time on an extra weekend shift are required - unless specifically excluded by the Department Head - to work two

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(2) non-premium weekend shifts during the bi-weekly pay period. An extra weekend shift for any employee exempted, in whole or in part, from the mandatory weekend requirement by the Department Head is a weekend shift in addition to his/her normal schedule as established by the Department Head, provided that the employee actually worked his/her normal schedule that week.

This weekend requirement does not apply to Registered Nurses in the RN-W classifications who work only weekend shifts and do not qualify under this section for double time on an extra weekend shift.

Nurses in the RN-W classifications shall receive a weekend premium of five dollars (\$5.00) per hour for each weekend hour actually worked. A weekend nurse who works seventy-two (72) weekend hours every pay period shall be considered a full-time employee for purposes of flexible benefit entitlement.

- C. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the department head or designee. Overtime shall not exceed sixteen (16) hours in any work day for any employee without prior approval of the County Executive Officer, except in case of public emergency.

There shall be no favoritism in the assignment of overtime work.

- D. Departmental Records. Each department head shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each work week, with justification in each case, and shall also include compensatory time off.

The initial record, any secondary records, such as a summary of the work week or of the pay period, or other compilation from the initial record, and the departmental copy of the attendance report for each pay period together with any subsequent correcting reports, shall be preserved and retained in a condition to be audited for the three (3) most recent full fiscal years, and thereafter until any official inquiry concerning the same has been finally concluded.

- E. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The County Auditor-Controller's Office shall maintain the record of overtime credit at one and one-half (1½) times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.
- F. Compensation for Overtime Work. Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid. Accumulated overtime credit up to one hundred twenty (120) hours may, at the election of the employee, be accumulated as overtime credit as provided

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herein, or the employee may elect to be paid such overtime. Accumulated overtime credit may be taken in compensatory time off, subject to management approval. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid at the employee's base rate of pay at the time of the termination.

In the absence of an existing MOU between the County and SEIU, effective December 20, 2018, employees will not have the option to accrue additional compensatory time off in lieu of receiving payment of overtime wages, unless otherwise agreed to by SEIU.

- G. Limitation on Compensatory Time Worked. An employee may not accrue compensatory time off for overtime worked when the County receives reimbursement, like a grant or contract where the County must show payment made for time worked to receive reimbursement. The foregoing is not intended to apply to regular overtime worked for contract cities.
  
- H. Fringe Benefits not Affected by Overtime. Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or salary step advance.
  
- I. Declared Disaster. In the event and during the period of an officially declared disaster affecting any portion of the County of Riverside, and notwithstanding any other provision of these Terms and Conditions of Employment , the following provisions shall apply:
  - 1. Any Officer, in order to perform the work of the department, district, or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates that appear to be prevailing for the type of work to be performed at the time of their employment.
  
  - 2. For the same purpose, any Officer may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.
  
  - 3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of these Terms and Conditions of Employment who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
  
  - 4. The Board of Supervisors may authorize payment on a paid overtime basis at the rate of one and one-half (1 ½) times the base rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared

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emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

**Section 3. Premium Pay**

All premium pay provided under this Section shall be compensated only for time actually worked in the assigned premium capacity unless expressly provided. Premium pay shall not apply to any leave time unless expressly provided. Employees must be in a paid status to receive premium pay.

A. **Call Duty - General.** Except as set out below, when placed by the department/district head or a designee specifically on stand-by or on-call duty, an employee shall be paid one (1) hour regular rate of pay for eight (8) hours of such duty in addition to the regular salary. The compensation shall cease when the employee reports to work.

1. **Department of Social Services.** Any Social Services Worker, Children's Social Services Worker, Social Services Supervisor, Children's Social Services Supervisor or Social Services Assistant employed by the Department of Public Social Services who is placed by the department head specifically on on-call duty, while otherwise off duty shall be paid one (1) hour pay for four (4) hours of such duty beyond the regular work period in addition to the regular salary. For all such employees, notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

2. **Enhanced On-Call Rate.** Any Children's Social Services Worker and Children's Social Services Supervisor assigned to the Blythe, California office of the Department of Public Social Services who performs on-call duty in the circumstances outlined below shall be paid in accordance with the following schedule for all hours that they are on-call. Upon being called out this hourly rate will cease and they will be paid in accordance with these Terms and Conditions of Employment, this hourly rate will resume at the completion of their call-out until the completion of their on-call duty. For all such employees, notwithstanding any prior work practice to the contrary, said compensation shall cease when the employee ends their mandatory on-call shift.

Children's Social Services Worker III	\$7.75 per hour
Children's Social Services Worker IV	\$8.00 per hour
Children's Social Services Worker V	\$8.40 per hour
Children's Social Services Supervisor I	\$8.80 per hour
Children's Social Services Supervisor II	\$9.55 per hour

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The enhanced on-call rate is payable only to those employees who are placed by the department in mandatory on-call status as part of a regular rotation of such mandatory on-call assignments in the Blythe office and shall end when the employee reports to work. It is not payable for *ad hoc* on-call assignments or for voluntary on-call assignments. In those cases the usual on-call rate of one (1) hour pay for every four (4) hours of on-call work will continue to apply.

3. Court Callback. Notwithstanding any other provisions of these Terms and Conditions of Employment, any SEIU represented employee assigned to the Sheriff's Department who is called back to attend Court in relation to a matter arising from their employment relationship with the County of Riverside at a time when they otherwise are off duty, shall receive a minimum of one (1) hour compensation at the appropriate overtime rate. A shift shall not be extended for the purpose of avoiding the payment of the one (1) hour of compensation provided herein. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

- B. Minimum Overtime on Call-Back. Except as set out below, an employee called back to work, whether or not he/she is in an on-call duty status, shall receive minimum credit for one (1) hour's work. If an employee should complete the work required, and subsequently be recalled during the minimum credit period, no additional compensation shall be paid for until the minimum time has been worked by the employee.

Exceptions:

<ul style="list-style-type: none"> <li>• Children's Social Services Worker I, II, III, IV and V</li> <li>• Children's Social Services Supervisor</li> <li>• Licensed Vocational Nurse</li> <li>• Licensed Psychiatric Technician</li> <li>• Physician Assistant I and II</li> <li>• Registered Nurse I, II, III, IV and V working at an RCRMC campus:</li> <li>• Radiologic Specialist I and II</li> <li>• Radiologic Technologist I and II</li> <li>• Respiratory Care Practitioner I and II</li> <li>• Respiratory Technician I and II</li> <li>• Supervising Respiratory Care Practitioner</li> <li>• Social Services Worker III, IV and V</li> <li>• Social Services Supervisor</li> <li>• Surgical Technician</li> </ul>	<p>minimum credit for three (3) hours' work</p>
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2. Sheriff's Department – Court Call-Back. Notwithstanding any other provisions of these Terms and Conditions of Employment , any SEIU represented employees assigned to the Sheriff's Department who is

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required to attend court in relation to a matter arising from their employment relationship with the County at a time when they are otherwise off duty, shall receive a minimum of one (1) hour compensation at time-and-one-half (1½) the base rate of pay. A shift shall not be extended for the purpose of avoiding the payment of the one (1) hour of compensation provided herein.

Compensation shall cease when the employee's regular work shift begins. Any court attendance during the regular scheduled shift shall not be eligible for premium pay under this provision.

C. Shift Differentials

1. Applicability of Shift Differentials. Shift differentials do not apply to any leave time, holiday pay, remote call-back, or standby duty. The hourly rate for each shift differential is payable in one-tenths (1/10) of an hour increments.

Classes not eligible for shift differentials. Employees in positions of all the following classes shall not be paid an evening or night shift differential:

All Physician classifications

2. Day Shift. Employees who work the majority of their hours during the day shift (7:00 a.m. to 3:00 p.m.) shall not be entitled to a shift differential for any time actually worked between 3:00 p.m. to 7:00 p.m. For the purposes of this Section, "majority of hours" shall mean at least half or more of the hours worked.

For RUHS Only. Employees who work the majority of their hours during the day shift (7:00 a.m. to 3:00 p.m.) shall not be entitled to a shift differential unless their time actually worked during a shift includes at least three and one half (3.5) hours during either the evening or night shift timeframes.

3. Evening Shift - General. Employees whose classes are not specifically mentioned below who perform work between the hours of 3:00 p.m. and 11:00 p.m. shall be paid an evening differential of sixty cents (\$0.60) per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.



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Exceptions:

Rate:

<p>(a) employees in the classifications of:</p> <ul style="list-style-type: none"> <li>• Assistant Chief of Respiratory Therapy</li> <li>• Cardiac Sonographer</li> <li>• Electroencephalographic Technician</li> <li>• Electroencephalographic Technician Registered</li> <li>• Interim Permit Psychiatric Technician</li> <li>• Interim Permit Vocational Nurse</li> <li>• Occupational Therapist I and II</li> <li>• Physical Therapist I and II</li> <li>• Radiologic Specialist I and II</li> <li>• Radiologic Technologist I and II</li> <li>• Radiologic Technologist Supervisor</li> <li>• Respiratory Care Practitioner I and II</li> <li>• Senior Radiologic Technologist</li> <li>• Supervising Respiratory Care Practitioner</li> </ul>	<p>\$1.00 per hour</p>
<p>(b) employees in the classifications set out below working for RUHS:</p> <ul style="list-style-type: none"> <li>• Licensed Vocational Nurse I, II and III</li> <li>• Licensed Psychiatric Technician</li> <li>• Surgical Technicians</li> </ul>	<p>\$1.10 per hour</p>
<p>(c) employees in the classifications set out below working for RUHS or Correctional Health Services only</p> <ul style="list-style-type: none"> <li>• Nursing Education Instructor</li> <li>• Physician Assistant-Adult Detention</li> </ul>	<p>\$1.60 per hour</p>
<p>(d) employees in the classifications set out below working in any RUHS-Medical Center outpatient clinic:</p> <ul style="list-style-type: none"> <li>• Registered Nurse I, II, III, IV and V</li> </ul>	<p>\$1.60 per hour</p>
<p>(e) employees in the classifications of:</p> <ul style="list-style-type: none"> <li>• Clinical Lab Scientist I, II and Q.C.</li> <li>• Senior Clinical Lab Scientist</li> <li>• Clinical Pharmacist</li> <li>• Pharmacist</li> <li>• Senior Clinical Pharmacist</li> <li>• Senior Pharmacist</li> </ul>	<p>\$1.70 per hour</p>
<p>(f) employees in the classifications set out below working for RUHS-Medical Center or Correctional Health Services</p> <ul style="list-style-type: none"> <li>• Assistant Nurse Manager</li> <li>• Institutional Nurse</li> <li>• Interim Permit Nurse</li> <li>• Nurse Practitioner I, II and III</li> </ul>	<p>\$2.00 per hour</p>

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<ul style="list-style-type: none"> <li>• Pre Hospital Liaison Nurse</li> <li>• Registered Nurse I, II, III, IV and V</li> <li>• Senior Institutional Nurse</li> <li>• Supervising Institutional Nurse</li> </ul>	
(g) employees in the classifications set out below working at the RUHS-Medical Center ITF and ETS: <ul style="list-style-type: none"> <li>• Assistant Nurse Manager</li> <li>• Interim Permit Nurse</li> <li>• Registered Nurse I, II, III, IV and V</li> </ul>	\$4.00 per hour
(h) employees in classifications working for the Regional Park & Open-Space District	\$1.05 per hour

4. Night Shift – General. Employees whose classes are not specifically mentioned below who perform work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of one dollar twenty cents (\$1.20) per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.

Exceptions:

(a) employees in the classifications set out below: <ul style="list-style-type: none"> <li>• Cardiac Sonographer</li> <li>• Interim Permit Psychiatric Technician</li> <li>• Interim Permit Vocational Nurse</li> <li>• Licensed Vocational Nurse I and II</li> <li>• Licensed Psychiatric Technician</li> <li>• Surgical Technicians</li> <li>• Assistant Chief of Respiratory Therapy</li> <li>• Supervising Respiratory Care Practitioner</li> <li>• Respiratory Care Practitioner I and II</li> <li>• Electroencephalographic Technician</li> <li>• Electroencephalographic Technician Registered</li> <li>• Radiologic Specialist I and II</li> <li>• Radiologic Technologist I and II</li> <li>• Radiologic Technologist Supervisor</li> <li>• Senior Radiologic Technologist</li> </ul>	\$1.55 per hour
(b) employees in the classifications set out below working for RUHS or Correctional Health Services <ul style="list-style-type: none"> <li>• Licensed Vocational Nurse III</li> <li>• Nursing Education Instructor</li> <li>• Nurse Practitioner I, II and III</li> <li>• Physician Assistant-Adult Detention</li> </ul>	\$2.45 per hour

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(c)	employees in the classifications set out below working in any RUHS-Medical Center outpatient clinic: <ul style="list-style-type: none"> <li>• Registered Nurse I, II, III, IV and V</li> </ul>	\$2.45 per hour
(d)	employees in the classifications set out below: <ul style="list-style-type: none"> <li>• Pharmacist</li> <li>• Senior Pharmacist</li> <li>• Clinical Pharmacist</li> <li>• Senior Clinical Pharmacist</li> <li>• Clinical Lab Scientist I, II and Q.C.</li> <li>• Senior Clinical Lab Scientist</li> </ul>	\$2.75 per hour
(e)	employees in the classifications set out below working for RUHS or Correctional Health Services <ul style="list-style-type: none"> <li>• Nurse Practitioner I, II and III</li> </ul>	\$3.00 per hour
(f)	employees in the classifications set out below working at any RUHS-Medical Center campus or Correctional Health Services: <ul style="list-style-type: none"> <li>• Assistant Nurse Manager</li> <li>• Interim Permit Nurse</li> <li>• Registered Nurse I, II, III, IV and V</li> <li>• Institutional Nurse</li> <li>• Pre Hospital Liaison Nurse</li> <li>• Senior Institutional Nurse</li> <li>• Supervising Institutional Nurse</li> </ul>	\$5.00 per hour
(g)	employees in classifications working for the Regional Park & Open-Space District	\$1.85 per hour

5. Command Post Shift Differentials. All employees assigned to the Command Post, who otherwise qualify, shall be paid one dollar and twenty cents (\$1.20) per hour for all hours actually worked between 3:00 p.m. and 11:00 p.m.

Employees assigned to the Command Post, who otherwise qualify, shall be paid one dollar and fifty cents (\$1.50) per hour for all hours actually worked between 11:00 p.m. to 10:00 a.m.

All employees assigned to the Command Post during regular day shift hours, who otherwise qualify, shall receive one dollar (\$1.00) per hour for all hours actually worked between 10:00 a.m. and 3:00 p.m.

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Employees assigned to the Command Post during the hours set forth in this subsection shall be excluded from receiving any other evening and/or night shift differentials provided in this Section.

D. Special Assignments. All clinical personnel assigned to a specialty care area as a primary unit must meet the unit certification requirements within twelve (12) months after assignment to a specialty unit and maintain the unit certification during the course of the assignment, unless otherwise indicated.

1. Specialty Requirements. To be eligible for a specialty differential an employee (a) must work in specialty areas as follows: Intensive Care Unit/Adult Critical Care Unit (“ICU/ACCU”), Post-Anesthesia Recovery Unit (“PACU”), Pediatrics Intensive Care Unit (“PICU”), Emergency Room (“ED”), Operating Room (“OR”), Trauma Services, Peripheral Intravenous Central Catheter (“PICC Team”), Neonatal Intensive Care Nursery (“NICU”), Labor and Delivery (“L&D”), Intermediate Care Unit (“Unit 2500”), Chemotherapy, Conscious Sedation Nurses, Sexual Assault Response Team (“SART”), Medical Surgery Unit (“Unit 4100”), Obstetrics (“OB”), Detention Care Unit (“DCU”), Minimally-Invasive Diagnostic Registered Nurse and Psychiatry; and (b) must have completed the course(s) required to qualify for critical care differential. Course requirements for each unit are indicated below.

UNIT	SPECIALTY REQUIREMENTS
ED	CCC, ACLS, Triage Certification, MAB, PALS/ENPC, and MICN* (MICN is to be obtained within the first two (2) years of hire or three (3) years if a new graduate – during this time employee is eligible for critical care premium but not MICN premium)
ICU/ACCU	CCC, ACLS, Hemodynamic Monitoring
OR	Operative Room Certification (RUHS) or CNOR (either every five (5) years)
PACU	CCC, ACLS
L&D	ACLS, NRP, Fetal Monitoring, Advanced Fetal Monitoring every two (2) years
NICU	High Risk Neonate Parts 1 & 2, NRP
Trauma Services	ATCN, TNCC, ACLS and PALS
PICU	CCC for Pediatric, Basic Pediatric Course, PALS and Hemodynamic Monitoring
Unit 2500	CCC and ACLS; LVNs require: CCC and IV Certification
Chemotherapy	Chemotherapy Course (RUHS)

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Psychiatry	MAB, Specialized LPS Legal in-service training, 5150 Designation Training, Six (6) months of Psychiatric Nursing experience and Non-Violent Crisis Intervention
Conscious Sedation Nurses	BLS, ACLS, PALS, Completion of RUHS Conscious Sedation Course
SART	ACLS, PALS, MAB, Sexual Assault Forensic Examiner Training thirty-five (35) hours or greater, completion of in-house forty (40) hour Forensic Nurse Examiner preceptor program. Must be able to work as independent examiner.
Unit 4100	NIHSS Certification
OB	Intermediate Fetal Monitoring every two (2) years
DCU	MAB
PICC Team	BLS, ACLS, PALS and PICC Line Insertion Competency
Minimally-Invasive Diagnostic Registered Nurse	ACLS, PALS and critical care or emergency nursing educational program within most recent three (3) years and two (2) years telemetry, critical care or emergency nursing experience
Correctional Health Unit/Correctional Care Health Professional	Two (2) years correctional nursing experience

- “ACLS” – Advanced Coronary Life Support
- “APLS” – Advanced Pediatric Life Support
- “ATCN” – Advanced Trauma Care Nursing
- “BLS” – Basic Life Support
- “CCC” – Critical Care Course
- “CNOR” – Certified Nurse Operating Room
- “ENPC” – Emergency Nurse Pediatrics Course
- “MAB” – Management of Assaultive Behavior
- “MICN” – Mobile Intensive Care Nursing
- “NIHSS” – National Institutes of Health Stroke Scale
- “NRP” – Neonatal Resuscitation Program
- “PALS” – Pediatric Advanced Life Support
- “TNCC” – Trauma Nurse Core Curriculum

2. Specialty Rates. Any employee meeting the critical care requirements and working in the designated units shall receive the indicated specialty care differential when actually working in the designated unit(s) unless otherwise specified these Terms and Conditions of Employment :

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<b>Unit</b>	<b>Classification</b>	<b>Specialty Rate</b>
<u>RUHS-Medical Center:</u> <ul style="list-style-type: none"> <li>• Mobile Intensive Care area</li> </ul> Employee must have a Mobile Intensive Care Nurse (“MICN”) certificate.	<ul style="list-style-type: none"> <li>• Assistant Nurse Manager</li> <li>• Nurse Practitioner I, II and III</li> <li>• Registered Nurse I, II, III, IV and V</li> <li>• Pre-Hospital Liaison Nurse</li> </ul>	\$2.50 per hour upon meeting eligibility requirements **
<u>Correctional Health Unit/Correctional Care Health Professional</u>	<ul style="list-style-type: none"> <li>• Institutional Nurse</li> </ul>	\$1.00 per hour
<u>RUHS-Medical Center:</u> <ul style="list-style-type: none"> <li>• ICU*</li> <li>• ED</li> <li>• NICU</li> <li>• L&amp;D</li> <li>• OR</li> <li>• PICU*</li> <li>• Recovery Room</li> <li>• PCU</li> </ul>	<ul style="list-style-type: none"> <li>• Licensed Vocational Nurse I, II and III</li> </ul> (* LVN does not receive premium in this unit)	\$1.10 per hour
This specialty rate will be paid for active direct patient care and/or time spent supervising critical care services.	<ul style="list-style-type: none"> <li>• Respiratory Care Practitioner I and II</li> <li>• Supervising Respiratory Care Practitioner</li> <li>• Assistant Chief to Respiratory Therapy</li> </ul>	\$2.00 per hour

**\*\* MICN Eligibility Requirements**

The following minimum pre-requisites will be considered towards a recommendation for assignment to the Mobile Intensive Care area. MICN eligibility requirements shall apply to the Registered Nurse Unit effective December 20, 2018. These requirements shall not apply to incumbents who have obtained an MICN certificate prior December 20, 2018.

**Minimum Pre-Requisites**

1. Current California RN license
2. Current ACLS Certification
3. Current PALS or ENPC Certification
4. A minimum of 800 hours of emergency department nursing
5. Verification of successful completion of dysrhythmia class
6. Demonstrates good critical thinking skills
7. Demonstrates good verbal skills
8. Maintains at minimum a satisfactory performance evaluation

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9. No attendance issues (e.g., placement on medical certification)
10. No disciplinary action
11. PHTLS (highly preferred)
12. TNCC or ATCN (either one highly preferred but not required)

Once a recommendation is made, the MICN candidate is given the MICN Qualifying Examination.

**MICN Qualifying Examination**

1. The MICN candidate must successfully pass the examination with a minimum score of eighty percent (80%).
2. If the MICN candidate fails the examination, the candidate may re-test one time.
3. If the MICN candidate fails a second time, the candidate must wait six (6) months before re-testing.

**MICN Interview**

Upon successfully passing the MICN Qualifying Examination, an interview with the Hospital EMS Specialist from Riverside EMS Agency and Paramedic Liaison Nurse is scheduled.

**Selection for MICN Assignment**

After successful completion of the qualifying examination and interview, the RUHS will make a final selection for MICN assignment. The RUHS shall retain exclusive control to determine final selection and/or order of selection. The determination to assign and/or remove from MICN assignment shall not be subject to the disciplinary appeal procedure in these Terms and Conditions of Employment and cannot be made or interpreted as disciplinary action.

A part-time RN I – V, Assistant Nurse Manager, or Pre-Hospital Liaison Nurse (in Emergency Room only), working in the designated units shall be paid for time actually worked in the designated units.

3. **Charge - Registered Nurses.** Every effort will be made to assign charge duty to Registered Nurses who wish to assume the charge responsibilities. The RUHS reserves the right to make an assignment when volunteers are unavailable.
  - a. Any Registered Nurse I, II, III, IV or V working for the RUHS-Medical Center (Hospital, ITF or ETS) temporarily assigned to perform charge or lead duties that provide direction and leadership to one (1) or more Registered Nurse(s) shall be compensated during such temporary assignment at a rate of two dollars (\$2.00) per hour higher.

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- b. Any Registered Nurse I, II, III, IV or V working for the Care Clinics temporarily assigned to perform the duties of a Supervising Clinic Site Nurse shall be compensated during such temporary assignment at a rate of one dollar and fifteen cents (\$1.15) per hour higher.
- c. Registered Nurse I, II, III, IV or V working for the RUHS-Public Health assigned to perform charge or lead duties that provides direction and leadership to one (1) or more Registered Nurse(s); and/or to monitor or coordinate a special program with the RUHS-Public Health, and/or the nursing aspects of an agency-wide program, shall be compensated during such assignment at a rate of one dollar (\$1.00) per hour.

4. Charge - Other Medical Classes. Any Licensed Vocational Nurse II and III or Licensed Psychiatric Technician of the Para-Professional Unit temporarily assigned to perform the duties of a unit charge person shall be compensated during such temporary assignment at a rate of forty-two cents (\$0.42) per hour higher for Licensed Vocational Nurse II and III and at a rate forty-three cents (\$0.43) per hour higher for Licensed Psychiatric Technician.

Any Respiratory Care Practitioner II, when temporarily assigned overall RUHS-Medical Center respiratory therapy responsibilities by the Chief or Assistant Chief of Respiratory Therapy shall be compensated at one dollar and fifty cents (\$1.50) per hour higher for actual time assigned.

5. Float Pool. Any Registered Nurse I, II, III, IV or V working for the RUHS-Medical Center who is regularly assigned to Float Pool, shall be compensated at a rate of fifty cents (\$0.50) per hour for hours actually worked as a float employee. Critical Care pay shall not be affected by the payment of a float pool differential.

Any Registered Nurse I, II, III, IV or V working for the RUHS-Medical Center shall be paid a floating differential of one dollar, fifty cents (\$1.50) per hour when floating to a unit of higher level of care for which the employee is competent and qualified to perform as listed in the table below:

Patient Lower Level of Care Units	Patient Higher Level of Care Units
Medical-Surgical Unit	Detention Care Unit
Intermediate Care Unit	Intensive Care Unit
Post-Partum/OB Unit	Neonatal Care Unit
Pediatrics Unit	Neonatal Care Unit or PICU

- E. Training/Preceptor. Any regular full-time employee in the designated classifications selected to perform the duties and responsibilities of a preceptor



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shall be compensated during such assignment at the designated rate for the time actually worked and assigned as a preceptor.

The additional compensation shall only apply for time actually worked in the preceptor assignment in which the designated employee precepts newly licensed or transferred regular, full-time employee, Per Diem employee or part-time employee into a new specialty. A designated employee shall be paid preceptor pay for the period of time determined by the department head or designee for precepting duties as part of a formalized preceptor program.

When the determined period of time is completed, the designated employee may act as a mentor, however, such mentorship shall not qualify for preceptor pay. Employees will not be eligible for preceptor pay to work with or orient non-County staff, students, or registry personnel.

(a) working for RUHS-Medical Center or Correctional Health Services: <ul style="list-style-type: none"> <li>• Registered Nurse I, II, III, IV and V *</li> </ul>	\$5.00 per hour
(b) working at RUHS Operating Room: <ul style="list-style-type: none"> <li>• Licensed Vocational Nurse II and III †</li> <li>• Surgical Technician</li> </ul>	\$1.00 per hour
(c) working at RUHS-Medical Center and Correctional Health Services: <ul style="list-style-type: none"> <li>• Radiologic Specialist II</li> <li>• Radiologic Technician II</li> <li>• Respiratory Care Practitioner II</li> <li>• Senior Radiologic Technician</li> </ul>	\$1.00 per hour

\* To qualify for preceptor pay, the Registered Nurse must complete a training program as required after the selection process.

† Selected by the Operating Room Nurse Manager to precept a Registered Nurse in the Operating Room.

**F. Extra Shift Assignment – Physician I - IV**

Employees in the Physician I - IV classification series who are authorized to work an extra shift assignment outside of the regular scheduled workday, shall be entitled to receive the employee’s base hourly rate for each hour actually worked during the extra shift.

Hours worked outside of the regularly assigned shift must meet specific criteria in order to qualify as an extra shift assignment. An extra shift assignment is defined as additional preset clinic hours added to the clinic calendar for the purpose of scheduling additional patients. During an extra shift assignment, the clinic is

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specifically staffed in order to fully operate the patient care clinic during that extra shift. Physicians must work the entire extra shift in order to qualify for the premium pay under this subsection.

A physician must be assigned to the extra shift in order to qualify for premium pay under this subsection.

G. **Overnight Shift Premium – Physician I - IV**

Employees in the Physician I - IV classification series who are assigned to work an in-house overnight shift, and actually works at least half of that overnight shift (i.e., at least six (6) hours), shall be entitled to a premium of three hundred dollars (\$300.00). For the purpose of this subsection, an overnight shift is defined as a single shift beginning on or after 9:00 p.m. and ending on or before 9:00 a.m. A physician who fails to work at least half of the assigned overnight shift may be deemed ineligible to receive the premium pay under this subsection.

H. **RUHS-Medical Center Incentive – Physician I - IV**

During the imposition of these Terms and Conditions of Employment , employees in the Physician I - IV classification series may be eligible to receive up to fifty thousand dollars (\$50,000.00) annually as incentive pay for exceptional performance provided the RUHS meets revenue or budget projections and has available funds for this incentive as determined by the County Executive Officer.

The parameters of the incentive shall include, but are not limited to: assignments, productivity, quality and citizenship measures. These parameters will be developed by the RUHS and submitted to the Assistant CEO/Human Resources Director prior to each calendar year. Once the parameters are approved by the Assistant CEO/Human Resources Director, the parameters will be provided to eligible employees. These parameters may be subject to change from time to time upon the operational requirements of the RUHS. Eligibility for the incentive may be granted quarterly (up to a maximum of twelve thousand, five hundred dollars (\$12,500.00) per quarter) based on the approved formula.

A list of eligible employees who the RUHS determined has exceeded performance will be submitted to the Assistant CEO/Human Resources Director for review and final approval of the incentive. Any incentive, if any, authorized under this subsection shall be solely within the discretion of the County. This subsection shall not be construed as a guarantee that an employee in the Physician I - IV classification series is entitled to receive any or all incentive pay up to the maximum amount.

Incentive pay shall not be considered a part of base hourly rate.

I. **Bilingual Premium**

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Scope:

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

Eligibility Factors

1. The department head or designee shall designate positions to provide bilingual services;
2. Incumbents must be assigned to provide bilingual services by the department head or designee; and
3. Incumbents must successfully pass a bilingual proficiency examination administered by the County Human Resources Department. Spanish-speaking employees who were grandfathered to receive bilingual premium without possessing a certification from the County Human Resources Department will be required to successfully pass the requisite examination within one-hundred, eighty (180) calendar days from December 20, 2018 to be eligible to receive bilingual premium. Failure to obtain a certification within one-hundred, eighty (180) calendar days from December 20, 2018 shall result in immediate loss of bilingual premium.

Employees who are assigned to provide non-Spanish bilingual services are required to successfully pass the requisite examination one hundred and eighty (180) days after receiving notification from the County that an examination is available. Failure to obtain a certification one hundred, eighty (180) days following notification from the County shall result in immediate loss of bilingual premium. The County shall notify SEIU of any requisite examination requirements.

Skill Levels

Employees must possess an appropriate proficiency certification (if a certification is available for any specific language) from the County Human Resources Department for the skill level demonstrated.

Level 1: Basic Oral Communication/Reading Examination

Employees at this level demonstrate proficiency in reading and speaking in both English and a second language.

Level 2: Written Examination

Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language.

Level 3: Complex Level Written Examination

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Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language using technical terminology.

**Compensation**

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

Level 1: Fifty cents (\$0.50) per actual hour worked, not to exceed forty dollars (\$40.00) per pay period

Level 2: Seventy-five cents (\$0.75) per actual hour worked, not to exceed sixty dollars (\$60.00) per pay period

Level 3: One dollar (\$1.00) per actual hour worked, not to exceed eighty dollars (\$80.00) per pay period

**Plan Implementation**

The department head or designee is responsible for bilingual assignments. The department head or designee is also responsible for removing an employee from a bilingual assignment when the position no longer requires the use of bilingual skills; furthermore, the department head or designee is responsible for modifying the bilingual skill level of the assigned employee as operationally required. Prior to assigning an employee for bilingual premium, the department shall forward requests for bilingual assignment to the County Human Resources Department for bilingual proficiency assessment and certification.

Employees certified by the County Human Resources Department shall receive bilingual pay as long as the department head or designee designates that position for bilingual assignment. The decision of the department head or designee to assign and/or remove bilingual assignment is not subject to either the grievance or disciplinary appeal procedure in these Terms and Conditions of Employment.

A break in continuous service, as defined in these Terms and Conditions of Employment shall require the employee to become re-certified for the appropriate bilingual skill level upon re-hire should the department head or designee designate the position for bilingual assignment.

- J. Engineering, Survey, Architect Licensure. The incumbent of a professional engineering position or facilities project manager who is not required by the classification plan to be registered, but who is registered as a Professional Engineer by the State of California, shall be compensated at an hourly rate which is two (2) steps higher than that specified for such position, at the option of the employee's department head. Such an incumbent in a department primarily concerned with land surveying who is a licensed land surveyor may be likewise compensated. The incumbent of a professional architect position or facilities

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project manager who is not required by the classification plan to be licensed, but who is licensed to practice architecture by the State of California, shall be compensated at an hourly rate which is two (2) steps higher than that specified for such position, at the option of the employee's department head.

- K. Inconvenience Premium. Employees of the Transportation Department of the Transportation Land Management Agency ("TLMA") travel crew will receive an inconvenience premium of one hundred dollars (\$100.00) per pay period only during periods of temporary reassignment of the worksite as provided in this subsection. It is the parties' understanding that only employees permanently assigned to a travel crew by the Transportation Department and whose worksite is temporarily transitioned to the Blythe or Thermal Yard, in which the Blythe or Thermal Yard is at least seventy-five (75) miles from the employee's regular work location, shall be entitled to receive the inconvenience premium. In addition, any permanent travel crew employee whose regularly assigned worksite is in the Blythe or Thermal Yard, and whose worksite is temporarily transitioned to a work location that is at least seventy-five (75) miles from the employee's regular work location shall be entitled to receive the inconvenience premium as provided in this subsection.

Any employee who is temporarily assigned to a travel crew for less than a full pay period, but otherwise under the same conditions above, shall receive the inconvenience premium on a pro-rated basis of twelve dollars and fifty cents (\$12.50) per shift, but not to exceed one hundred dollars (\$100.00) per pay period only during periods of temporary reassignment of the worksite as provided in this subsection.

Eligibility for such additional pay shall be determined by the TLMA Director or designee with the concurrence of the Human Resources Director, unless the Board of Supervisors shall otherwise provide by resolution.

- L. Peace Officer Standards and Training (P.O.S.T.) Certification

1. Senior Sheriff's 911 Communications Officers or Sheriff's Communications Supervisors. Employees hired prior to December 20, 2018, into the Senior Sheriff's 911 Communications Officer or Sheriff's Communications Supervisor classifications, who prove that they possess a valid Intermediate Certificate or an Advanced Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California shall be compensated at the rates set forth:

- a. Intermediate P.O.S.T. Certification – six percent (6%) of base pay
- b. Advanced P.O.S.T. Certification – eleven percent (11%) of base pay

Only for employees hired prior to December 20, 2018, the applicable rate for possession of the Intermediate Certificate shall be indicated in the table and Index by the letter "A" following the class title, and for the Advanced

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Certificate, by the letter “B”, each with an appropriate code number, but in the departmental sections the basic code number and class title shall be deemed to include positions occupied by incumbents possessing either of said certificates.

Employees hired or rehired on or after December 20, 2018 into the non-designated classifications only (i.e., Senior Sheriff’s 911 Communications Officer – Job Code 13798 or Sheriff’s Communications Supervisor – Job Code 13809). Employees who prove that they possess a valid Intermediate Certificate or an Advanced Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California shall be compensated for all hours actually worked, not exceeding eighty (80) hours per pay period as follows:

- a. Intermediate P.O.S.T. Certification – six percent (6%) of base pay paid as a differential
- b. Advanced P.O.S.T. Certification – eleven percent (11%) of base pay paid as a differential

2. Sheriff’s Records/Warrants Supervisors Employees hired prior to December 20, 2018 into the Sheriff’s Records/Warrants Supervisor classification, who prove that they possess a valid Intermediate Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California shall be compensated at the rate set forth:

Intermediate P.O.S.T. Certification – six percent (6%) of base pay

Only for employees hired prior to December 20, 2018, the applicable rate for possession of the P.O.S.T. Records/Warrants Supervisor Certificate shall be indicated in the Table and Index by the letter “A” following the class title with an appropriate code number, but in the departmental sections the basic code number and class title shall be deemed to include positions occupied by all incumbents regardless if they possess said certificate.

Employees hired or rehired on or after December 20, 2018, shall be hired into the non-designated classification only (i.e., Sheriff’s Records/Warrants Supervisor – Job Code 13476). Employees who prove that they possess a valid Intermediate Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California shall be compensated for all hours actually worked, not exceeding eighty (80) hours per pay period as follows:

Intermediate P.O.S.T. Certification – six percent (6%) of base pay paid as a differential.

- M. Hazardous Materials Management Specialist. Any Hazardous Materials Management Specialists assigned to an Emergency Response Team shall receive

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one hundred fifty dollars (\$150.00) per month per employee while assigned to the Emergency Response Team.

N. Skill Pay for Equipment Operators. Employees in the classifications of Equipment Operator II, or Senior Equipment Operator in the Waste Resources Management District shall receive the following premiums:

1. Equipment Operators operating any dozer which is a D-8 equivalent or larger, shall be paid one dollar (\$1.00) per hour for time actually worked operating the dozer; or
2. Equipment Operators operating a (trash) compactor shall be paid fifty cents (\$0.50) per hour for time actually worked operating the compactor.

O. Class "A" or "B" License – Agricultural Commissioner’s Office. The Agricultural Commissioner’s Office may designate employees who, as part of their assigned duties, may be required to drive equipment that requires the operator to possess and maintain a valid California Class "A" or "B" Driver’s License. An employee who maintains a current California Class "A" or "B" Driver’s License and is designated to operate such equipment shall receive a biweekly bonus, calculated at the rate of ten cents (\$0.10) per hour for each hour worked, not to exceed eighty (80) hours per pay period.

P. Class "A" or "B" License – Regional Park & Open-Space District. The Regional Park & Open-Space District may designate employees who, as part of their assigned duties, may be required to drive equipment that requires the operator to possess and maintain a valid California Class "A" or "B" Driver’s License. An employee who maintains a current California Class "A" or "B" Driver’s License and is designated to operate such equipment shall receive a biweekly bonus, calculated at the rate of ten cents (\$0.10) per hour for each hour worked, not to exceed eighty (80) hours per pay period.

Q. Certification Differential. The Regional Park & Open-Space District agrees to pay the differentials set out below for time actually worked by designated employees required by the County to obtain, maintain and utilize the following certifications/licenses:

<ul style="list-style-type: none"> <li>• Certified Pool Operator</li> <li>• Municipal Pool Operator</li> </ul>	Fifteen cents (\$0.15) per hour
<ul style="list-style-type: none"> <li>• Pesticide License</li> <li>• Certified Pest Control Applicator</li> <li>• Certified Playground Inspector</li> <li>• Grade I Waste Water Certificate</li> <li>• Grade I Water Distribution Certificate</li> <li>• Grade I Water Treatment Certificate</li> </ul>	Twenty five cents (\$0.25) per hour

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• Licensed Pest Control Advisor	Fifty cents (\$0.50) per hour
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This differential will be paid during the period of time the employee is designated by the County as operating under this certification, not to exceed eighty (80) hours per pay period.

**ARTICLE 6**  
**PAY PRACTICES**

**Section 1. Step Advance**

- A. The compensation of every person employed in a regular position on a step basis shall be considered for increase upon their anniversary date, except as herein otherwise provided.
- B. Anniversary Dates. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of one (1) year in a paid status in the position not including overtime. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of six (6) months in a paid status in the position not including overtime. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

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

The second anniversary date shall be the first day of the pay period following the completion of an additional one (1) year in a paid status, not including overtime and subsequent anniversary dates shall occur at like intervals. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

- C. The provisions of this Section shall be subject to other specific provisions of these Terms and Conditions of Employment concerning change of anniversary dates.
- D. Denial of Step Increase. The department head or designee may disallow a scheduled step increase provided a performance evaluation is first reviewed and approved by the Human Resource Director or designee. If the increase is disallowed, the employee will be provided the reasons therefore in writing. In the event a performance evaluation cannot be completed due to lack of observable work performance (e.g., employee on extended leave of absence, etc.), the department head or designee may disallow a scheduled step increase without



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providing a performance evaluation so long as the disallowance is approved in advance by the Human Resources Director or designee. If the increase is disallowed, the employee will be provided the reason(s) in writing.

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 delayed or omitted, the resulting failure to increase the rate of pay may be cured by retroactively adjusting the rate of pay to the anniversary date. If the department head or designee disallows such increase, the department head or designee 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 or designee. 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 or designee, which shall be made only on the basis of continued satisfactory performance in the position.

- E. Seasonal Employees. With the same procedures as in the foregoing Subsection B, on the first day of the pay period following the completion of one (1) year in a paid status, not including overtime, the salary of a seasonal employee shall be increased. On the first day of the pay period following the completion of an additional one (1) year in a paid status, not including overtime, the employee's salary may again be increased, and thereafter in like intervals. The hours in a paid status need not be continuous, provided no interval of more than one (1) year shall occur when the employee is in an unpaid status.
- F. Effective December 20, 2018, every anniversary salary increase shall be advanced in one (1) step increments to the rate of the next higher step where the salary plan/grade is able to accommodate the step increase.

Section 2. New Employees

- A. Except as otherwise provided by these Terms and Conditions of Employment, a new employee shall be appointed at the first step of the salary range. The department head with the prior approval of the Human Resources Director may appoint a new employee in a specified class to any step within the salary plan/grade if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience greater than the minimum for the class.. Should incumbent Registered Nurses working for RUHS or Correctional Health Services not be advanced in the scenario outlined above, the parties agree to meet and consult on the issue to determine if advancement would be equitable in all the circumstances. The anniversary date shall be the first day of the pay period which is not less than one (1) year in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, his/her anniversary date shall not change.

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B. Difficult to Recruit Positions.

Classifications or Positions Designated as DTR on or after December 20, 2018.

Notwithstanding the provisions of this ordinance, employees shall be compensated at a rate up to eleven percent (11%) of their base rate of pay for hours actually worked in a pay period for those positions identified in specific classifications in a specific department designated by the Human Resources Director as “difficult to recruit” (DTR).

Eligibility for the DTR differential shall be determined by the Human Resources Director based on a specific position, classification, geographical location, and/or department basis that a recruitment or retention issue exists and the DTR designation would assist the County in recruiting and retaining employees in the specific position, classification, geographical location, and/or department.

Eligibility for the DTR differential shall not be automatic nor shall such a determination have any bearing on the same or similar classifications (or similarly situated classifications). Upon such determination and approval, any differential granted pursuant to these provisions shall be implemented as follows:

Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees may be at any step on the salary plan and grade for his/her classification and shall be compensated a DTR differential.

The DTR differential shall only apply to actual hours worked.

The assignment of the DTR differential shall trigger a review by the Human Resources Department of the position and classification. The review shall consist of review of market benchmarks, turnover rates, exit surveys and other factors that may have created the recruitment/retention issue. In the event the Human Resources Director determines the circumstances that created the recruiting or retention problem(s) for any and/or all position(s) in the specific classification in the specific department no longer exist, he/she shall declare the provisions described above inoperative for such specific position(s)/classification(s). At that time, the DTR differential shall cease. In the event the Human Resources Director determines the recruitment/retention issue is related to a market parity issue, the Human Resources Director may recommend to the Board of Supervisors an adjustment to the salary range of the classification for parity purposes or propose another solution to resolve the recruitment/retention problem deemed acceptable within the provisions of this Ordinance. Should a salary adjustment occur due to a market parity issue, the DTR differential shall no longer apply.

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A review of all position(s)/classification(s) designated as DTR shall be conducted annually.

**Classifications or Positions Designated DTR prior to December 20, 2018.**

Notwithstanding the provisions of this resolution there shall be up to an additional four steps (approximately 11%) which shall be reserved for those classifications designated as “difficult to recruit”.

Advancements to any of these steps shall not be automatic. They shall, instead, be granted based upon a determination by the Human Resources Director that a serious recruiting or retention problem exists for a classification(s), or that the increases granted to subordinate “difficult to recruit” classifications has created serious compaction problems, and Such designation may be made by geographical area or restricted within a classification to specific positions in specific departments. Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented as follows:

Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees may be at any step on the salary plan and grade for his/her classification up to and including a step on the salary grades established pursuant to this subsection.

In the event the salary granted to a newly hired employee pursuant to this subsection exceeds that of any permanent, regular full-time or regular part-time employee who has successfully completed twenty-six (26) pay periods or more of service at the top of the salary plan and grade for that classification(s), such employee(s) may, upon recommendation of the department head, be placed on the same salary step as that granted to the new employee.

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications in the specific classification in the specific department no longer exist, he/she shall advise the County Executive Officer of his/her findings. If the County Executive Officer concurs, he/she shall declare the provisions described above inoperative for such specific classification(s). At that time, the “difficult to recruit” (DTR) salary plan will return to a standard salary plan, as directed by the Human Resources Director. Any employee compensated at a rate above that to which he/she would otherwise have been entitled upon removal of DTR from the top of the salary grade shall be frozen and shall not be increased until the regular salary for the specific classification exceeds the rate established pursuant to the provisions described above. In the event the Human Resources Director deems it necessary to remove the DTR from the bottom of the assigned DTR salary grade, the salary step

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of the affected employees shall be adjusted downward according to the number of DTR step(s) removed in order to preserve their current rate of pay.

**Section 3. Re-Employment**

- A. Upon recommendation of the department head or designee and approval of the Human Resources Director or designee, a former regular employee may be re-employed in the same classification which he/she previously occupied, at the same step of the salary plan/grade as the step applicable at the time of separation, provided they were separated in good standing and passed probation in that classification.
  
- B. Whenever a former regular employee is or has been re-employed within twenty-four (24) consecutive months after separation he/she may, on recommendation of the department head or designee and with the approval of the Human Resources Director or designee, be allowed restoration of previously accrued sick leave, not exceeding the amount thereof which was lost (unless the employee received sick leave payout upon retirement in which there would be no restoration of sick leave), and to earn vacation at the rate at which the employee was earning at the time of separation. The anniversary date for step advance may be expressly fixed, subject to limitations as provided in these Terms and Conditions of Employment to allow credit for all or a portion of the applicable period of service prior to said separation.
  
- C. Re-employment of Retired Persons. An employee who is retired under the California Public Employees' Retirement Law ("PERL") and who is receiving retirement benefits shall not be employed or re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the PERL for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or re-employment for up to nine hundred sixty (960) hours in any fiscal year, without loss of benefits, as specified in the law. The law permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, or more than that paid other employees performing comparable duties.

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

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**Section 4. Promotion**

On promotion, the salary shall be at a rate equal to two (2) steps higher, or immediately greater than two (2) steps higher, than that paid on the salary plan/grade of the former position where the new salary plan/grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first day of a pay period. The anniversary date following a promotion shall be determined as if the date of promotion were the date of employment.

Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

**Section 5. Transfer**

An employee who is laterally transferred shall maintain the same salary as previously paid before the transfer. The anniversary date shall not change.

**Section 6. Demotion**

A. **Involuntary Demotion.** An employee who involuntarily demotes shall be placed at the same step on the demoted salary plan/grade as was held in the promoted salary plan/grade. The anniversary date shall be the effective date of the involuntary demotion. The effective date of all demotions shall coincide with the first day of a pay period. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

Upon the effective date of the involuntary demotion, the employee shall relinquish all property rights to the higher level classification if status was attained.

B. **Voluntary Demotion to a Classification previously held.** Permanent employees who, within one (1) year following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved department head(s) and an opening must exist. The anniversary date shall be the effective date of the voluntary demotion. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

C. **Voluntary Demotion to a Classification not previously held.** Voluntary demotion to a classification that was not previously held shall be subject to the mutual agreement of the employee and involved department head and an opening must exist. Employees voluntarily demoting under this provision shall be placed at the same step on the demoted salary plan/grade as was held in the prior salary

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plan/grade. The anniversary date shall be the effective date of the voluntary demotion. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

The effective date of all demotions shall coincide with the first day of the pay period. Upon the effective date of the voluntary demotion, the employee shall relinquish all property rights to the higher level classification if status was attained.

**Section 7. Reclassification**

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

The anniversary date following a reclassification to a class on a higher salary plan/grade shall be determined in accordance with this Terms and Conditions of Employment section, except that the first anniversary date shall be the first day of the pay period following the completion of six (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 one (1) year in a paid status. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

- C. An incumbent of a position reclassified to a class on a lower salary plan/grade shall not be eligible for a step increase or a cost-of-living adjustment until the top step of the new salary range is greater than the incumbent's salary. The anniversary date shall not change.
- D. The effective date of a reclassification shall coincide with the first day of a pay period.

**Section 8. Temporary Promotion**

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

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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 their regular position shall be allowed.

Written confirmation of such assignment(s) shall be placed in the employee's personnel file via an employee transaction form.

**Section 9. Conformance to Plan**

No regular employee shall be assigned to exercise the powers or perform the duties of any classification other than their own classification for an accumulated period of four hundred, eighty (480) hours or more during any one (1) calendar year. Such accumulated hours of such assignment(s) shall be credited toward qualifying experience for possible promotion only when such assignments have been authorized or verified by the department head or designee in writing.

**Section 10. Board Policy C-26**

Board Policy C-26, Hiring/Retention Bonus, may apply to any classification as deemed necessary by the County.

**ARTICLE 7**  
**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 or 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, premium pay or unpaid leave of absence. A regular or temporary employee who has not completed the initial probationary period serves at the pleasure of the department head and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in these Terms and Conditions of Employment.

Prior service shall not 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 is twelve (12) months for all positions. Time off due to low census staffing at the RUHS-Medical Center shall not count against the completion of the initial probation even if the employee was absent without pay. [NOTE: Supervising Welfare Fraud

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Investigators must serve at least twelve (12) months initial probation after successfully completing the academy.]

- C. Extension of Probation. The employing department head with the approval of the Human Resources Director may extend the initial or promotional probationary period of an employee. Extensions of an initial or promotional probationary period must be approved by the Human Resources Director or designee in writing at least one (1) pay period before the end of the existing initial or promotional probationary period.

The initial or promotional probationary period may be extended in three (3) month increments twice (i.e., not to exceed a total probationary extension of six (6) months). If an employee changes classification by promotion, transfer or demotion during initial probation, extensions in the same increments may also be made in the class to which the employee promoted, transferred or demoted.

- D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and with approval from the department head or designee, voluntarily promotes, demotes, or transfers to another class, will serve a new one (1) year initial probationary period in a paid status regardless of any probationary period that was served in the former classification.

- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first twelve (12) 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 classification, 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 the effective date of the return to the previously held classification.

Employees who promote, transfer or demote to a classification that was not previously held shall serve the full probationary period for that classification. Time off due to low census staffing at the RUHS-Medical Center shall not count against the completion of the probationary period even if the employee was absent without pay.

**Section 2. 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.



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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/District 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's 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 3. Merit Systems/Veterans Preference**

The Human Resources Administration under these Terms and Conditions of Employment 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 these Terms and Conditions of Employment 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 computerized testing, written test, oral interview, 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. The veteran's preference program shall be administered by the Human Resources Director.

**Section 4. 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 such familial relationship occur between a County officer and employee within the same chain of command or span of control. Examples of such familial relationships include, but is not limited to, spouse, domestic partner, parent (by blood/marriage), guardian or foster

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parent, child (by blood/marriage/domestic partnership), sibling (by blood/marriage), grandparent and grandchild.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to a position which the employee is qualified and selected to fill. Otherwise, the County shall involuntarily transfer or move to separate the employee from County employment.

**Section 5. Payroll**

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

- A. **Electronic Fund Deposit of Payroll.** Employees shall be required to receive payroll funds by electronic deposit or by pay card
  
- B. **Electronic Pay Advice.** Employees shall also obtain their pay advice electronically. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs. Employees that do not have access to a secure computer at their worksite to view, save, or print their pay advice shall, upon request, receive a copy from their department payroll representative.

**Section 6. Driver's License.**

Employees who are required to possess a valid California Driver's License shall possess the appropriate license for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor, no later than the next scheduled work day, of the restrictions and/or any and all changes in the license (i.e., suspended, etc.).

If the change restricts the employee's ability to drive and driving is an integral part of his/her normal duties, he/she shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) days the employee has failed to have his/her license reinstated, he/she will be deemed to have applied for and obtained an additional unpaid leave of absence of up to fifteen (15) calendar days, during which the department may take disciplinary action to separate employment pursuant to these Terms and Conditions of Employment.

**ARTICLE 8**  
**LEAVE PROVISIONS**

**Section 1. Sick Leave**

- A. **Accrual.** Every regular employee shall accrue sick leave pay on a daily basis and computed at the rate of not to exceed four (4) hours per pay period.

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1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee based on regular hours worked.

A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.

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

**B. Proof of Illness**

1. When in the judgment of the department head or designee, good reason exists for believing an employee may be abusing sick 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 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. Employees on a medical certification program shall have their sick 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. An employee shall be automatically removed from the medical certification program if their sick leave usage was not reviewed within a 12-month period.

- a. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted as a result of a serious health condition that has been qualified and designated under the applicable state and/or federal leave law(s) unless they are on a medical certification program.

- b. An employee off work or contemplating to be off work as a result of a serious health condition that has been qualified and designated under the applicable state and/or federal leave law(s) shall provide a 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. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with B.1 of this section.

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2. An employee off work or contemplating to be off work due to illness or injury for an extended period of five (5) consecutive working days or more shall provide a 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. An employee who is assigned to a 72-hour work schedule, and was off work or contemplating to be off work due to illness or injury for a period of three (3) consecutive working days or more, shall be required to provide a comprehensive health statement to the same effect as other employees.
  
- C. Reporting Requirements. In the absence of a more stringent department policy, an employee reporting off work for sick leave usage shall call the employee's supervisor or designee within one (1) hour before or after the employee's scheduled starting time.
  
- D. Reason for Usage. Sick leave may be used for the diagnosis, care or treatment of, or preventative care for, the employee. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for, an employee's family member, as defined under applicable law, and shall be permitted up to the minimum establishment of the law.
  
- E. Payout for Sick Leave. Upon service retirement, disability retirement or death of an employee, and subject to the provisions of any applicable agreement between the employing agency and the Public Employees' Retirement System, unused accumulated sick leave shall be paid in accordance with these Terms and Conditions of Employment (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than listed in this subsection):
  1. Employees with at least five (5) but less than fifteen (15) years of continuous service shall be paid at the rate of fifty percent (50%) of the employee's base hourly rate at the time of death or retirement. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.
  2. Employees with fifteen (15) or more years of continuous service shall be paid at the rate of one hundred percent (100%) of the employee's base hourly rate at the time of death or retirement. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.

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

**Section 2. Bereavement Leave**

The County agrees to allow up to five (5) working days of leave, three (3) of which will be County paid and the additional two (2) days to be deducted from the employees' sick leave. Eligible employees must be in a paid status and be compelled to be absent from

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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, step-relationships of the same categories, legally authorized guardian or foster parent. The County has the right to require proper documentation in support of the requested leave.

Under extenuating circumstances, and with the prior approval of the department, employees shall be permitted to take up to five (5) additional working days of leave, provided the employee has sufficient vacation time, compensatory time off, or compensatory holiday time off to cover the absence.

**Section 3. Fitness for Duty**

When in the judgment of the department head or designee good cause exists to believe an employee cannot safely or effectively perform the essential functions of the position, the department head, with the approval of the Human Resources Director can order an employee off work. The employee shall be referred to a County approved physician or health care professional legally authorized to evaluate the employee's fitness for duty.

If the employee is found fit to perform all essential duties of the employee's position, the employee shall be promptly returned to work. If the employee is fit for duty with restriction(s), the interactive process will be initiated to determine if the employee is able to perform the essential functions of his/her position, either with or without reasonable accommodations, or through a County designed temporary modification duty and/or return to work program. If the employee is found unfit for any position at the County and the employee has vested with CalPERS, the County will file an application for disability retirement on behalf of the employee. If the employee is found unfit for any position at the County and the employee has not vested with CalPERS, then the employee shall be separated from employment for a non-disciplinary reason.

The cost of the fitness for duty evaluation shall be paid by the County and the employee shall be placed on paid Administrative Leave for the period of time between his/her placement off work and the County's notification to the employee of the findings from the fitness for duty evaluation. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers. Upon the County's notification to the employee of the fitness for duty findings, the employee shall be removed from paid Administrative Leave and may request to use the employee's own leave time, subject to approval, for any subsequent absences.

**Section 4. Department Leave of Absence/Official Leave of Absence**

A department leave of absence or an official leave of absence without pay may be granted for the following reasons:

- A. Illness or disability;

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- B. Pregnancy;
- C. To take a course of study which will increase the employee's usefulness on return to the County; or
- D. Personal reasons acceptable to the authority whose approval is required.

1. Department Leave of Absence Department leave of absence up to four hundred eighty (480) hours in any one (1) calendar year period may be granted to any employee by the department head. Such leave shall be reported as leave of absence via the department's/district's payroll. The department head may require the leave of absence to be for a specified period of time and appropriate conditions may be imposed in accordance with applicable leave laws, such as providing sufficient medical documentation or other evidence substantiating the leave.

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending health care provider prior to being allowed to return to work. Any release with restrictions may be allowed after it has been determined that the employee is able to perform the essential functions of their position, either with or without reasonable accommodation as required under the Americans with Disabilities Act, the Fair Employment and Housing Act, a County designed temporary modified duty assignment, and/or the County return to work program.

2. Official leave of absence. A regular employee may request and be granted an official leave of absence exceeding four hundred eighty (480) hours) of leave, 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 or designee. Application must be made on a form supplied by the County 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/district head, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

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Nothing herein shall prevent the earlier return to duty by the employee, except the department head may require two (2) weeks advance notice of the employee's intention to return.

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending health care provider prior to being allowed to return to work. Any release with restrictions may be allowed after it has been determined that an employee is able to perform the essential functions of their position, either with or without reasonable accommodation as required under the Americans with Disabilities Act, the Fair Employment and Housing Act, a County designed temporary modified duty assignment, and/or the County return to work program.

The Human Resources Director or designee shall be promptly notified of the return of any employee from an official leave of absence.

**Section 5. Jury Duty**

- A. An employee who is called for jury duty shall be compensated at the base rate of pay (as though he/she was working) for those hours of absence due to the jury duty that occurs during the employee's regular scheduled working hours.
- B. If an employee 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 return to work after the jury service is done for the day. The employee may call in to his/her supervisor and ask to use leave to cover the rest of his/her shift.
- 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 an evening or night shift on a day he/she is called to jury service will be authorized to request change in his/her work hours in order to report to jury service under this section.
- F. An employee who is called to jury duty will not be subject to working his/her full evening or night 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 the jury duty and the start of their shift, an employee will be

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able to delay his/her usual start time to ensure an 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 leave subject to supervisor approval.

- G. Any employee called as a witness arising out of or in the course of County employment shall be deemed to be on duty and there shall be no loss of base salary.
- H. Employees who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, the employee may use leave accruals other than sick leave for such an absence.

**Section 6. Abandonment/Automatic Resignation**

- A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written department notification does not respond to the department and/or does not provide a satisfactory explanation for the absence and for the employee's failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three (3) business days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers.
- B. An employee may, within ten (10) business days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, the employee may file a further appeal with the Human Resources Director, or designee, within ten (10) business days from service of the denial of reinstatement. Reinstatement may be granted only if the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and the neutral finds that the employee is ready, able, and willing to resume the discharge of the duties of the position.
  - 1. Appeals shall be heard by a mutually agreed upon third party neutral (herein referred to as a neutral). The neutral's decision may be verbal or in writing. The decision of the neutral shall be binding on both parties, neither of which shall have the right of further appeal.



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2. Only the employee and one (1) representative and the department head or a designee and the Human Resources Director or designee shall take part in the presentation of any appeal.
3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the neutral. The neutral may consult with witnesses informally and otherwise investigate the controversy.
4. The judgment of the neutral shall be rendered within five (5) business days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
5. The neutral's authority shall be limited to deciding the issues submitted by the parties. The neutral shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of these Terms and Conditions of Employment.
6. All costs for the service of the neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne by the County and SEIU. SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by SEIU at the hearing.

**ARTICLE 9**  
**VACATION**

**Section 1. Vacation**

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

Zero (0) through the third year in a paid status: up to eighty (80) hours per year;

Year four (4) through the ninth year in a paid status: up to one hundred twenty (120) hours per year;

Year ten (10) or more in a paid status: up to one hundred sixty (160) hours per year

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 or designee. Except as hereinafter provided, no earned

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vacation shall accrue in excess of the maximum accumulation. No vacation shall be taken for a period exceeding the maximum accumulated hours accrued at the time vacation leave is taken.

All employees covered under the terms of these Terms and Conditions of Employment may accumulate accrued vacation for not more than a maximum of four hundred eighty (480) hours.

- B. Vacation Pay upon Termination. Any employee who separates employment shall be entitled to pay for all earned vacation as determined under the provisions of these Terms and Conditions of Employment. For the purpose of this paragraph, vacation shall be deemed earned to the date of separation.
- C. Exclusions. Seasonal employees shall not be entitled to paid vacation.
- D. Additional Compensation. No person shall be permitted to work for compensation for the County during vacation, except with prior approval of the Human Resources Director and the department head. For purposes of this Section, the period of vacation will commence when the first use of vacation leave starts until the time the employee actually reports to work a regular shift.
- E. Part-Time Employees. A regular part-time employee shall accrue vacation in the same manner as a full-time employee based on actual hours worked.
- F. Prior County Service. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of these Terms and Conditions of Employment 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 Human Resources Director.

**ARTICLE 10**  
**HOLIDAYS**

**Section 1. Paid Holidays**

A. 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

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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

Any holiday that falls on a Saturday shall be taken on the preceding Friday and any holiday that falls on a Sunday shall be taken on the following Monday.

B. Qualifying Factors

1. Only regular, probationary, and seasonal employees in a current paid status shall be eligible for paid holidays.
2. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
3. An employee who is in an unpaid status for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

C. Payment for the Holiday

1. Working the Holiday. Regular or seasonal full-time employees covered under the provisions of these Terms and Conditions of Employment who actually work on a paid holiday shall be paid at their base hourly rate of pay for the time actually worked. In addition, such employee shall have a choice of:
  - a. Banking holiday time - not to exceed eight (8) hours - for such holiday or;
  - b. Being paid at his/her base hourly rate of pay – not to exceed eight (8) hours pay - for the holiday.
2. Not Working the Holiday. A regular employee whose regularly scheduled day off falls on a paid holiday and who does not actually work on the holiday shall have a choice of:
  - a. Banking holiday time equal to the regularly scheduled workday - not to exceed eight (8) hours - for such holiday or;
  - b. Being paid at his/her base hourly rate of pay equal to the regularly scheduled workday – not to exceed eight (8) hours pay - for the holiday.

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3. Part-Time Employees. Regular part-time employees covered under the provisions of these Terms and Conditions of Employment who actually work on a paid holiday shall be paid at their base hourly rate of pay for the time actually worked. In addition, a regular part-time employee shall receive holiday pay for the holiday - or portion thereof - which coincides with their regularly scheduled working hours – not to exceed eight (8) hours pay - (e.g. a part-time employee who regularly works four (4) hours each Monday shall receive four (4) hours holiday pay for any holiday falling on a Monday.)

If the regular part-time employee does not have a regular shift schedule, he/she shall receive holiday pay in an amount equivalent to the reduction in his/her regular pay for the workweek – not to exceed eight (8) hours pay - (e.g. a part-time employee with an irregular schedule who normally works twenty (20) hours per week but who, as a result of the holiday, only works sixteen (16) hours that week shall receive four (4) hours holiday pay for that week). If the regular hours of work for such employee are not reduced during the holiday week then no holiday pay is due.

4. Scheduling Banked Holiday Time Off. Holiday banked time off shall be scheduled in the same manner as regular Compensatory Time Off and shall be granted within a reasonable time following the request.
5. Double Time for Holidays. Any Social Services Practitioner (assigned to Children’s Services), Social Services Supervisor (assigned to Children’s Services), and Social Services Assistant who is in on-call status on a holiday, as defined in these Terms and Conditions of Employment between the parties, and who is physically called in to work on such holiday shall be paid two times (2X) his/her base hourly rate of pay for all hours worked on that holiday irrespective of whether such hours worked would be considered overtime under any other provision of these Terms and Conditions of Employment.

**ARTICLE 11  
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 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. No person shall receive maintenance at any institution unless on duty at such institution.

**Section 2. Meals**

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No charge for meals shall be made where the same are furnished for the convenience of the County, such as for employees at County institutions who are required by the nature of their duties to take their meals in connection with such employment., and cooks and kitchen helpers when working an eight (8) hour shift for the convenience of the County shall be furnished one (1) meal without charge in every department, district 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. 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 under their control and to keep the Auditor properly informed as to any payroll deductions required hereunder.

**Section 4. Moving Expenses-Current Employees**

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

**Section 5. Education for Continued Licensing**

**A. Tuition and/or Registration Fees**

1. Clinical staff may be granted time by the department head or designee to attend California Board of Registered Nurses, Board of Licensed Vocational Nurses, and the National Commission of Certification of Physician Assistant approved courses.
2. Time granted shall not exceed eight (8) hours in any work day nor forty (40) hours every two (2) fiscal years for Registered Nurses and Licensed Vocational Nurses.
3. Nurse Practitioners and Physician Assistants shall receive forty (40) hours every fiscal year.

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4. Time granted pursuant to this subsection shall be used for travel to and from the location of the course and time actually spent in course attendance.
  5. The granting or denial of education time shall be at the discretion of the department head or designee.
  6. Registered Nurses in the Registered Nurses or Supervisory Unit who are currently certified by a national specialty organization shall have an additional five (5) hours granted every two (2) years for a total of forty-five (45) hours.
  7. Registered Nurses who obtain National Certification subsequent to the date of these Terms and Conditions of Employment shall receive the additional five (5) hours upon verification of the certification.
  8. Employees must maintain National Certification in a specialty in order to continue to receive the additional five (5) hours of credit.
- B. Eligible Employees. In order to be eligible for paid education time, an employee shall:
1. Have completed six (6) months of continuous service with the County in a full-time regular position or a part-time position normally working at least forty (40) hours in a pay period.
  2. Have not completed the minimum number of hours required to renew the employee's professional licenses; and
  3. Be employed in a classification that requires the employee to be licensed to practice as a Registered Nurse, Licensed Vocational Nurse, or as a Physician Assistant.
- C. Procedure. An eligible employee desiring education time must request approval from the department head or designee a reasonable time in advance of the requested date or dates. A request for education time shall be in writing and state:
1. The location, date, time, subject, and number of contact hours of the course to be attended.
  2. The number of hours needed to renew the employee's professional license; and
  3. The date the employee's current license expires.

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- D. Registered Nurses. R.N.'s License renewal date shall be used to commence the time period of two (2) fiscal years for the Education for Continued License hours allowed under these Terms and Conditions of Employment.

The County shall pay the cost of mandatory critical care courses offered by the RUHS. Courses offered outside of the RUHS must receive prior approval of the RUHS in order to be paid.

- E. Physician Assistants. Physician Assistant I, II, and III, and Physician Assistants - Adult Detention License renewal dates shall be used to commence the time period of two (2) fiscal years for the Education for Continued License hours allowed under these Terms and Conditions of Employment.

The County shall pay the cost of mandatory courses offered by the RUHS. Courses offered outside of the RUHS must receive prior approval of the RUHS in order to be paid.

- F. Mobile Intensive Care Nurse (M.I.C.N.) at the RUHS-Medical Center Emergency Room. Time needed to complete required courses for M.I.C.N., including ride-along, shall be treated as regular time worked. The courses and time must be approved by the RUHS.

**Section 6. Environmental Health Specialists (EHS)**

Upon successful hiring, employees in the classification of Environmental Health Specialist shall receive the following reimbursements:

REHS State Application Fee  
REHS Transcript Review Fee

Employees in the classification of Environmental Health Specialists who successfully pass the State Environmental Health Specialist exam shall receive the following reimbursements:

REHS State Exam Fee

Registered employees in the classification of Environmental Health Specialists shall receive reimbursement for all State Bi-annual Registration Renewal Fees.

If the employee voluntarily terminates his or her employment with the County within two (2) years of the payment of the expenses set forth herein, the employee shall be required to repay the reimbursements received under this provision as follows:

Termination (0-12 months from payment):	100% of paid reimbursement
Termination (12-24 months from payment):	50% of paid reimbursement

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The employee agrees that by accepting the reimbursement he/she is subject to the repayment obligation outlined above.

**ARTICLE 12**  
**DISCIPLINE, DISMISSAL, AND REVIEW**

**Section 1. Applicability**

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

**Section 2. Just Cause**

The County shall use progressive discipline with the exception of any egregious act on behalf of the employee.

Any of the following acts of an employee who has permanent status shall be just cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons. Employees may not use leave accruals to make whole or reduce any loss in compensation while serving disciplinary action.

- 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;



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

**ARTICLE 13**  
**DISCIPLINARY APPEAL PROCEDURE**

**Section 1. General**

Any notice required to be given by this procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid and addressed to the designated recipient at the last known address. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers. Whenever there is an interrogation of an employee where the significant purpose is to investigate facts to support disciplinary action there is a right for the employee to be represented.

- A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or written reprimand in lieu of suspension (FLSA exempt employees only which shall for all purposes have the effect of the equivalent suspension) imposed for disciplinary reasons, 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 designee.
- B. Department, for purpose of this procedure, shall be defined as an agency, department, or district of the County which is set out in a separate section of Salary Ordinance No. 440.

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- C. The Human Resources Director 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 designee.

**Section 2. Paid Administrative Leave**

Pending investigation by the department head of an accusation or accusations against an employee alleging employee misconduct, covered under Article 12 of these Terms and Conditions of Employment, the department head, with approval by the Human Resources Director, may place the employee on a paid administrative leave for a period of time not to exceed sixty (60) calendar days with pay.

If the investigation is not completed within the sixty (60) calendar days referenced above, the paid administrative leave may be extended to a combined maximum of ninety (90) calendar days with approval by the Human Resources Director. In such cases, and except for good cause as determined by the Human Resources Director, the department head will notify the employee in writing as to what specific allegations are being investigated. The Union will also be notified as to the extension only. Additional paid leave may be granted subject to the approval of the Human Resources Director. In the event the Human Resources Director does not approve the request for additional paid leave, the employee shall be returned to duty pending the completion of the investigation and the imposition of any disciplinary action provided, however, the 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. Except for investigations of employment related issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

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

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

**Section 3. Notice of Disciplinary Action**

- A. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as previously provided, at least seven (7) business 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);

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2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
  3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
  4. A statement informing the employee of the right to respond either verbally or in writing, to the department head prior to the effective date of the disciplinary action(s).
- B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on or before the effective date of the action and shall include:
1. A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent; and
  2. A statement informing the employee of the right to appeal within ten (10) business days of the date the letter is served on the employee.

**Section 4. Amended Notice of Disciplinary Action**

- A. At any time before an employee's appeal is submitted to the neutral for decision, the department head may, with the consent of the Human Resources Director, or designee, serve on the employee and file with the Human Resources Director, or designee, an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto (i.e., second *Skelly*). The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

**Section 5. Appeals**

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

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

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C. A brief statement of the relief requested.

**Section 6. Waiver**

If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived. Further, after an appeal is filed, the parties shall begin selecting an arbitrator within ten (10) business 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., selecting an arbitrator and setting a hearing date) at any point in the process for ninety (90) calendar days the appeal is deemed to be 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 7. Hearing Procedure - Minor Discipline**

A. When disciplinary action results in a suspension of eighty (80) working hours or less, or a pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand in lieu of suspension of eighty (80) working hours or less, the appeal shall be determined under the following provisions:

1. Appeals shall be heard by a person assigned by the State Mediation and Conciliation Service or another third party neutral (either hereinafter referred to as an arbitrator) as agreed to by the parties. The arbitrator's decision may be verbal or in writing. The arbitrator's decision shall be binding on both parties, neither of which shall have the right of further appeal.
2. Only the employee and one (1) non-attorney representative and the department head or designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self-represented. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The arbitrator may consult with witnesses informally and otherwise investigate the controversy.
4. The arbitrator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
5. The judgment of the arbitrator shall be rendered within five (5) business days of submission of the controversy to him/her. Provided, however, the

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parties may mutually agree to extend the time in which the judgment may be rendered.

6. The arbitrator's authority shall be limited to deciding the issues submitted by the parties. The arbitrator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of these Terms and Conditions of Employment.
7. All costs for the service of the arbitrator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and SEIU. SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by SEIU at the hearing.

**Section 8. Hearing Procedure - Major Discipline**

- A. Appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary shall be heard by a neutral.
- B. The parties shall maintain a jointly negotiated list of up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. 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 arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from SEIU and the County shall meet to establish the list of up to eleven (11) arbitrators. The parties shall begin selecting an arbitrator within ten (10) business days of receiving the request to appeal.
- C. The hearing shall be set by the Human Resources Director, or designee, and employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- D. 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, unless represented by counsel, the employee may be represented only by the exclusive employee organization.
- E. 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 arbitrator, 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 arbitrator is authorized to issue subpoenas.

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- F. All appeal hearings involving the dismissal 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 their own expense, provide a reporter for the hearing.
- G. The expenses of the arbitrator and transcripts, if required, shall be shared equally by the County and SEIU. 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.
- H. Any arbitration 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) business days following the submission of the appeal, the arbitrator 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 arbitrator shall be final subject to the right of either party to seek judicial review under Section 1280 et. seq. of the California Code of Civil Procedure.
  - 1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of these Terms and Conditions of Employment but, rather, shall interpret and apply its terms.
  - 2. The arbitrator will not substitute his/her discretion and judgment for that of management for sustained charges unless the neutral finds that discrimination, unfairness, capriciousness, or arbitrary action by the County is proven.
  - 3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
  - 4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.
  - 5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.

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Restoration of retirement benefits is limited to that allowed by CalPERS regulations.

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.
7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.
8. The arbitrator shall render findings sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise a reviewing court of the basis for the arbitrator's decision. If the arbitrator fails to do so either party may request in writing within thirty (30) business days of the issuance of the decision that the arbitrator render such findings.

**Section 9. Evidence and Procedures Applicable to All Hearings**

- A. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.A. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.
- C. Irrelevant and unduly repetitious evidence shall be excluded.
- D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, advocates, Management or employees of County departments involved in an arbitration, 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. Any written statements, declarations, or affidavits admitted as evidence shall be made or sworn under penalty of perjury.

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- F. Employees not testifying in their behalf may be called and examined as on cross-examination.
  
- G. The employee and the department head shall have these rights:
  - 1. To call and examine witnesses;
  - 2. To introduce exhibits;
  - 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
  - 4. To impeach any witness regardless of which party first called the witness to testify; and
  - 5. To rebut any derogatory evidence.
  
- H. The hearing shall be a private proceeding among the County, the employee and the employee organization.
  
- I. The intention of the parties is that appeals or arbitration hearings be adjudicated as efficiently and economically as possible. Historically the parties have found that the use of legal counsel in the appeal/arbitration process can result in excessive delays, longer hearings, and increased costs. The parties to an appeal hearing or an arbitration hearing hereby commit to instructing their legal counsel to conform to the intention of these Terms and Conditions of Employment and to take all necessary steps to expedite the appeal/arbitration hearing and minimize the cost of the hearing.

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

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



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

1. a party file and deliver, within a fixed time, to each other party as specified by the neutral, any relevant documents,
2. any preliminary applications be brought within a fixed time or by a specified date,
3. a statement of agreed facts be filed within a fixed time or by a specified date,
4. a party deliver a written summary of the proposed evidence of a witness within a fixed time or by a specified date,
5. experts who have been retained by the parties confer, on a without prejudice basis, to determine those matters on which they agree and to identify those matters on which they do not agree,
6. the hearing be adjourned,

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

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

**ARTICLE 14**  
**APPEAL PROCESS FOR NON-DISCIPLINARY RELEASE**

This Article shall only apply to an employee 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**

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- A. Written notice of the intent to separate for non-disciplinary reasons shall be served on the affected employee at least seven (7) business days prior to the effective date of the action and the notice shall include:
1. A description of the action 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 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 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 reason specified in the letter of intent; and
  2. A statement informing the employee of the right to appeal within ten (10) business 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) business days after the date of notification of action.

An appeal shall include:

- 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 be deemed incomplete and result in the

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appeal being rejected. Resubmission of the appeal must be made within the initial ten (10) business 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 is deemed waived. Further, after an appeal is filed, the parties shall begin selecting an arbitrator within ten (10) business 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 an arbitrator 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 up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. 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 arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- B. The hearing shall be set by the Human Resources Director, or designee, and the employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- C. The employee may be represented by counsel or other representative; however, if the employee is in a represented 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 a County employee to attend a hearing and testify upon the written request of the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the employee. The arbitrator 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 arbitrator and transcripts shall be shared equally by the County and the Union. 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

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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. Any expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or cancelling party.
- H. Within twenty-one (21) business 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 arbitrator 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 arbitrator shall not substitute their opinion for that of the health care provider.
  - 2. The arbitrator'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.
- I. 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 reasonable persons are accustomed to rely upon in the conduct of serious affairs. Irrelevant and unduly repetitious evidence shall be excluded.
- J. Hearsay evidence shall be admitted and used for the purpose 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.
- K. Medical records may be submitted and relied upon without the requirement that the health care provider testify to authenticate those records. This does not preclude either party from calling health care providers to testify in support of whether the employee is fit or unfit to perform the essential functions of the position.
- L. The rules of privilege shall apply to the same extent to which they are recognized in a civil action. In addition, communications between the Human Resources Department and advocates, or representatives of the department involved in the arbitration, and communications between the Union representative and the employee shall be confidential and not subject to disclosure in a hearing.
- M. Oral evidence shall be taken only on oath or affirmation.

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- N. Employees not testifying on rebuttal may be called and examined on cross examination.
- O. 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.
- P. The hearing shall be a private proceeding among the County's representative, the employee and the employee's representative.
- Q. The decision of the arbitrator shall be an advisory decision upon the parties. However, each party shall be entitled to petition the Superior Court to confirm, correct or vacate the award as provided for by C.C.P. § 1285 et. seq. and within the time requirements set forth in C.C.P. § 1288.

**ARTICLE 15**  
**GRIEVANCE PROCEDURE**

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

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

**Section 2. Grievance Definition**

A "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by an employee or the Union on behalf of a specifically named employee or group of employees arising out of a dispute by an employee or group of employees concerning the application or interpretation of the specific terms and conditions set forth in these Terms and Conditions of Employment. All other matters are excluded from the grievance procedure including, but not limited to:

- A. A grievance does not include:

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1. Matters reviewable under some other County administrative procedure or tribunal jurisdiction;
2. Matters for which the solutions of which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation or policy established by the Board of Supervisors;
3. Matters involving the termination of a probationary employee;
4. Voluntary time-banks;
5. Placement on Medical-Certification program;
6. Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension or any other action taken for disciplinary reasons against a permanent employee reviewable pursuant to other provisions of these Terms and Conditions of Employment, or written reprimands and other pre-disciplinary actions;
7. Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory or better, or (2) with respect to employees in their initial probationary period.

**Section 3. Freedom from Reprisal**

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

**Section 4. Employee Representation/Union Rights**

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, provided 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 the provisions of the Employee Relations Resolution and these Terms and Conditions of Employment. The grievant(s) and one (1) 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 (1) representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one (1) representative in order to fully and adequately present the matter.

**Section 5. Grievance Petition Form**

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All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of these Terms and Conditions of Employment alleged to be violated as provided under Article 15, Section 2.

**Section 6. Presentation**

All grievance petitions shall be filed within fifteen (15) business days after the occurrence of the circumstances giving rise to the grievance, or within fifteen (15) business days of the discovery of the circumstances giving rise to the grievance, or when those circumstances reasonably should have been discovered, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. A grievance petition filed by an individual current employee that involves an issue of financial reimbursement may, upon the employee's notice to the union, and subject to all applicable time limits, continue through the grievance process after the employee leaves employment with the County.

**Section 7. Consolidation**

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

**Section 8. Resolution**

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

**Section 9. Withdrawal**

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

**Section 10. Time Limits**

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

**Section 11. Resubmission**

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

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

**Section 12. Extension of Time**

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

**Section 13. Grievance Resolution**

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

The County agrees to cite specific reasons, including any applicable Articles or Sections of these Terms and Conditions of Employment, or specific provisions or other procedures, that constitute the County's rationale for rejection of the grievance. The Union does not waive any of its rights to file grievances, unfair practice charges or other means to enforce these Terms and Conditions of Employment in the future. The County and Union will meet in an attempt to resolve any future denials upon the request of the Union.

**Section 14. Steps**

The following procedure shall be followed by the employee and the Union submitting a grievance petition:

- A. **Discussion with Supervisor.** Prior to filing a written grievance petition, the employee shall, within ten (10) business days from the date of the event leading to the grievance, discuss the matter with his/her immediate supervisor. The supervisor shall give a prompt response where it is possible to do so. The employee and the supervisor are each entitled to the presence of a silent observer to the employee-supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor.
- B. **Step 1.** In the event the matter is not resolved as a result of the discussion described in (A) above, the employee shall, within fifteen (15) business days after the discussion with his/her supervisor, submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's department head. Within fifteen (15) business days after submission of the petition, the department head or a designee shall meet with the grievant and the grievant's representative, if any. No later than fifteen (15)



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business days thereafter, the department head, or a designee, shall render a written decision.

- C. Step 2. Failing to resolve the grievance at Step 1, the grievant or the Union shall submit a written request for review within ten (10) business days following the date the department head or designee renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) business days of the submission of the request for review. No later than ten (10) business days thereafter, the Human Resources Director, or a designee, shall render a written decision.
- D. Step 3. Failing to resolve the grievance at Step 2, the Union shall submit a written request for arbitration to the Human Resources Director, or designee, within ten (10) business days following the date the Human Resources Director, or designee, renders a decision.
- E. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner prescribed herein. The Board of Supervisors shall either accept or reject the neutral's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the neutral's decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

**Section 15. Limitation of Stale Grievances**

After a demand for arbitration is presented, the parties shall begin selecting a neutral within ten (10) business days. If the Union, on behalf of the grievant, fails to take the next steps to advance the grievance (i.e., selecting a neutral and setting a hearing date) at any point in the process for ninety (90) calendar days, the grievance shall be administratively 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 16. Advisory Arbitration**

- A. After submission of a request for review, SEIU and the Human Resources Director, or designee, shall begin to select a neutral within ten (10) business days of the demand for arbitration.
- B. The parties shall maintain a jointly negotiated list of up to eleven (11) neutrals who shall be selected by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven (7) or more than eleven (11) names. If the neutral

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chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the neutral.

- C. 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.
- D. The expenses of the neutral, 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 designee, with the employee's department head at least two (2) business days in advance of the hearing date.
- E. Prior to the arbitration hearing, the grievant and the Human Resources Director, or designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the neutral. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

The neutral shall not decide any issue not within the statement of the issues submitted by the parties. This includes issues which have not been raised and considered at an earlier step of the grievance procedure.

- F. The neutral shall have no power to alter, amend, change, add or subtract from any of the terms of these Terms and Conditions of Employment, but shall only determine whether or not there has been a violation, misinterpretation or misapplication of these Terms and Conditions of Employment with respect to the alleged grievance and remedy. The neutral's decision shall be based solely upon the evidence and arguments presented to him/her by the parties.
- G. If the neutral sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in these Terms and Conditions of Employment.
- H. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, management or employees of County departments involved in an arbitration concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a grievance hearing.
- I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

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**ARTICLE 16**  
**ON-THE-JOB INJURY OR ILLNESS**

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

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

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

**ARTICLE 17**  
**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. Time off due to low census staffing at the RUHS-Medical Center shall not count against an employee's length of continuous service with the County, in a regular position, even if the employee was absent without pay.
- B. **Definition of Department.** For purposes of this provision, department shall be defined as:
1. A unit of administrative staff directly supporting the umbrella agency (e.g., Transportation Land Management Agency, Economic Development Agency, Riverside University Health System, etc.);
  2. A department within an umbrella agency; or

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3. A department; or
  4. A district of the County; or
  5. A County Service Area.
- C. Whenever more than one (1) employee in a department has the same most recent date of hire, seniority shall be determined in the following order: regular hours of County service from the most recent date of hire, seniority in classification, and seniority in the department.
- D. Except as otherwise provided in this provision, 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 layoff 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 reduced within the department. 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;
  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

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affected employee's representation unit, at least fourteen (14) calendar 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 twenty-four (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. The rules governing retention on the Departmental Reinstatement List; and
  4. 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 there from for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven (7) calendar 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. An employee who has accepted a demotion in lieu of layoff shall not be placed on the Departmental Reinstatement List or the Priority Referral List.

- F. SEIU 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) business days of the effective date of the reassignment; and
  2. If the new work location is more than forty (40) miles from the employee's current work location or the employee's home, whichever is closer.

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- 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) business days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective. An employee who selects this option shall be placed on the Priority Referral List.

**Section 4. Employment Counseling and Priority Referral List**

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. An employee who has been given a layoff notice and who has not exercised their bump back right or who has been laid off shall be placed on the Priority Referral List and referred first to any department requesting a recruitment for classifications from which the employees were laid off.
- B. Employees who have been given layoff notices and who have not exercised their bump back right or who has been laid off shall be placed on the Priority Referral List and referred first to departments requesting recruitments for all other classifications within SEIU bargaining units for which the employee meets the classification and position requirements. Evaluation of qualifications shall be based on the employee's most recent resume in the County's application system.
- C. Departments are required to notify the Human Resources Department in writing why these candidates are unacceptable before outside candidates will be referred.
- D. An employee's name shall be removed from the Priority Referral List for the following reasons:
  - a. Expiration of two (2) years from the date of placement on the Priority Referral List, or the acceptance of a regular status position with the County, whichever first occurs.
  - b. A request to the Human Resources Department to be removed from the Priority Referral List. If an employee requests to be removed, the employee may request to be placed back on the Priority Referral List prior to the expiration of two (2) years, so long as the other reasons for removal have not occurred. However, the time that the employee was voluntarily removed from the layoff list shall not toll the two (2) year expiration period.
  - c. An employee who was removed from the Priority Referral List due to accepting a regular position cannot be returned to the Priority Referral List if the employee either voluntarily or involuntarily separates from the new

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position (e.g., fail probation or resign within two (2) years from the date of placement on the Priority Referral List).

- E. Employees who have either been given notice of layoff or have been laid off are subject to all applicable standard recruitment and pre-employment procedures upon re-employment.

**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 classification.
- 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) business 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) business days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify his/her 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.

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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 plan/grade at a step which is nearest former or current pay rate, whichever is higher, with the employee's hours in a step being the same number of hours which the employee had at the time of layoff.

**Section 6. Re-employment**

- A. Status on Re-employment. Re-employment is defined as being employed within two (2) years following layoff by the same or other department into a regular position other than that from which the employee had reinstatement rights. If re-employed, the employee shall be entitled to:
1. Restoration of all sick leave credited to the employee's account on the date of layoff.
  2. Continuation of seniority shall be credited to the employee upon successful completion of the applicable probationary period.
  3. Credit for all service prior to 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 thirty (30) days and not to exceed four hundred eighty (480) full-time hours within a six (6) 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 four hundred eighty (480) full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits as defined under this Article.

**Section 8. Reporting**

The Human Resources Department will provide to SEIU each quarter a list of employees by Department/District, classification, and date of hire.



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**ARTICLE 18  
DRESS CODES AND UNIFORMS**

The parties agree to meet and confer in good faith pursuant to Government Code 3500 et. seq. on proposed dress codes and uniform allowances for County departments where no such codes or allowances currently exist or for County departments seeking to modify existing codes or allowances.

Employees in all departments shall be allowed to wear union-affiliated ID badge holders, lanyards, wristbands, lapel pins, and/or buttons (not to exceed two (2) inches in diameter).

Employees in a department that requires a specific uniform standard, such as the Sheriff or Fire Departments, shall not be allowed to wear union-affiliated ID badge holders, lanyards, wristbands, lapel pins, and/or buttons on their uniforms.

**Section 1. Sheriff's Department Dress Code**

Employees who are assigned to the Sheriff's Department shall be required to comply with the provisions of the Sheriff's Department General Orders that pertain to Grooming Standards, Dress Code and Uniforms.

**Section 2. Uniforms**

**A. General Uniform Provisions**

1. **Issuance.** The County agrees to provide uniforms or uniform allowances to employees in the departments listed below so long as the employee is required to wear uniforms in the performance of their duties:
  - a. Animal Services
  - b. Code Enforcement
  - c. DPSS
  - d. EDA
  - e. Emergency Management Department
  - f. Fleet Services
  - g. Flood Control
  - h. RUHS
  - i. Probation
  - j. Sheriff
  - k. Transportation
  - l. Waste Resources

The list of departments may be subject to change contingent upon operational needs.

2. **Property of the County.** Uniforms issued by the County shall remain

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property of the County.

3. Replacement/Repair. Damaged or deteriorated uniforms or articles of the uniform caused by normal wear or events in the line of duty, as determined by the department, may be repaired or replaced at the department's discretion and written approval. The employee shall return all worn out or damaged articles to the department upon request. It is the employee's responsibility to expend no more than the maximum uniform allowance inclusive of all taxes and/or alterations. Any amount over the maximum is the employee's responsibility to pay the vendor. Any remaining allowance does not roll into the following year of anniversary date.
4. Return. Employees shall return all issued uniforms/articles of the issued uniform to the County upon request.
5. Reporting of Uniforms to CalPERS. The parties agree that to the extent permitted by law, the value of uniforms (in an amount not to exceed one thousand dollars (\$1,000.00) annually) is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) Uniform Allowance. Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

**B. Department Specific Uniforms/Equipment**

1. Fire Department Employees. The County shall provide an allowance for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee annually for each person employed in the following classifications:

Fire Safety Supervisor (Job Code 37876)  
Senior Fire Communications Dispatcher (Job Code 13808)  
Supervising Fire Prevention Technician (Job Code 37871)  
Public Information Specialist (Job Code 74233)  
Senior Public Information Specialist (Job Code 74234)

Each employee must obtain written authorization through their supervisor before going to an approved vendor. The allowance will be issued from County Fire Finance based on each employee's anniversary date and completed annually thereafter (based on a rolling calendar year). It is the employee's responsibility to request the allowance through their supervisor.

Once approval is received, the employee will then obtain new article(s) of clothing from the contract vendor.

The uniform allowance will be tracked by County Fire Finance per each

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employee's anniversary date to ensure that the annual uniform allowance is not exceeded per employee. No uniform vouchers will be issued prior to the anniversary date.

2. Animal Services. Permanent employees in the Lieutenant of Field Services (73517) class, so long as they are required to wear uniforms in the performance of their duties, will be provided five (5) uniforms, each consisting of a shirt and pants.

3. Emergency Management Department. The County shall provide an allowance for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee annually for each person employed in the following classifications:

Emergency Services Coordinator (74168)  
Emergency Services Program Supervisor (74169)

4. Cooks. Permanent employees working for the RUHS-Medical Center in the classification of Supervising Cook (54433) will be provided four (4) shirts and two (2) pants.

5. Waste Resources.

Safety Shoes. As authorized by the department General Manager-Chief Engineer and upon presentation of proof of purchase acceptable to the department, the department shall reimburse employees assigned to landfill operation, to a maximum of one hundred dollars (\$100.00) per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of his/her duties. Employees in the Waste Inspection Series may be reimbursed to a maximum of one hundred seventy five dollars (\$175.00) per fiscal year.

6. Regional Park & Open Space District.

Employees holding regular positions in the Parks District in the following classifications will be provided uniforms, so long as they are required to wear uniforms in the performance of their duties:

<u>Classification</u>	<u>Annual Allowance</u>
<u>General Unit</u>	
Park Aide	\$350
Park Ranger I	\$350
Ranger II	\$350
Senior Park Ranger	\$350
Park Attendant	\$350
Park Maintenance Worker	\$350

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Maintenance Carpenter	\$350
Grounds Worker	\$350
Park Interpreter	\$350
Aquatics Technician	\$350

**Supervisory Unit**

Park Maintenance Supervisor	\$350
Area Park Manager	\$350
Interpretive Services Supervisor	\$350
Park Ranger Supervisor	\$350
Natural Resource Specialist	\$350

**Seasonal Positions.** Employees holding Seasonal positions at the Parks District in the following classifications will be provided uniforms as listed below, so long as they are required to wear uniforms in the performance of their duties:

Lifeguard - Parks:	one (1) swim suit, two (2) shirts, one (1) pair of shorts
Senior Lifeguard - Parks:	one (1) swim suit, two (2) shirts, one (1) pair of shorts
Pool Supervisor - Parks:	two (2) swim suits, three (3) polo shirts, one (1) jacket with liner, two (2) pairs of pants or shorts
Public Services Worker – Parks:	two (2) polo shirts

**Initial Issue of Uniforms.**

For newly hired employees, the initial issue of four (4) shirts, four (4) pants, one (1) jacket with liner, hat (baseball type only), name badge and, when needed, rain gear shall be approved by the Park District.

**Annual Uniform Allowance.**

After one (1) year of continuous service with the department and annually thereafter, each employee in the above listed classes will be entitled to reimbursement cost up to three hundred fifty dollars (\$350.00) for the replacement of the initial issue of shirts, pants, jacket, hat, and boots.

Uniforms damaged in the line of duty, as determined by the General Manager or a designee, may be replaced by turning in the damaged articles. All uniforms purchased by the department will be returned by the employee upon termination.

The Assistant Parks Director, will maintain a current listing of approved sources of uniforms. Administration will maintain a record of the initial issue of uniforms.

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**ARTICLE 19**  
**VOLUNTARY TIME-BANK**

**Section 1. Catastrophic Time Bank**

Any department or employee requesting to establish a Time-Bank for shall follow the guidelines below:

- A. Definition of eligible employees. Only employees in regular positions are eligible to participate in the Riverside County Voluntary Time-Bank. Employees receiving disability payments or Workers' Compensation may be eligible for a prorated time-bank reimbursement such that total payments do not exceed 100% of the regular pay.
- B. Definition of catastrophic medical condition. Catastrophic medical condition is a debilitating medical condition which is expected to completely and totally incapacitate the employee for at least thirty (30) or more consecutive calendar days and which creates a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted. Catastrophic medical condition is further defined as a debilitating medical condition of an immediate family member of the employee (i.e., the spouse, registered domestic partner, child, step-child, legally assigned foster-child, child of registered domestic partner, parents, grandparents, or sibling ) that results in the employee being required to take time off from work for at least thirty (30) or more consecutive calendar days to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted.
- C. Conditions and procedures under which a Time-Bank may be established.
  - 1. The Human Resources Department will establish and administer all Time-Banks. The Human Resources Department will have authority to approve all Voluntary Time-Bank requests.
  - 2. The employee or department head, upon concurrence from the Human Resources Director or designee, may request establishment of a Time-Bank.
  - 3. 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.
  - 4. An employee can only have one (1) Time-Bank established at a time.
- D. Conditions under which leave credits may be donated to a Time-Bank.

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1. Any employee may donate vacation, holiday accrual, or annual leave. Sick leave and compensatory time may be not donated.
2. Donations of vacation, holiday accrual, or annual leave must be in increments of eight (8) hours or more and drawn from one (1) bank only. Donated leave will only be applied to the recipient's annual leave or vacation leave after the recipient has exhausted their available leave balances. Donated leave will be transferred on a pay period by pay period basis.
3. The donation of leave hours that have been added to the recipient's leave balance are irreversible. Should the employee receiving the donation not use all donated leave for the catastrophic medical condition, any balance will remain with that employee or will be converted to cash upon that employee's separation.
4. An employee may not donate leave hours which would reduce their accrued leave balances of vacation, holiday accrual, or annual leave to less than one hundred sixty (160) hours.

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

1. The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one (1) catastrophic illness.
2. Extension to a Voluntary Time-Bank will require a separate approval by the Human Resources Department and department head.

**ARTICLE 20**  
**ALCOHOL AND DRUG ABUSE POLICY**

Employees are expected to be familiar with and comply with Policy C-10, which is included in these Terms and Conditions of Employment by reference.

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

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**ARTICLE 21**  
**APPEAL PROCEDURE**  
**ACCIDENT REVIEW COMMITTEE**

**Section 1. Procedures**

SEIU shall be entitled to have one (1) representative as a member of the Accident Review Committee. The following procedure shall be followed by the Accident Review Committee:

- A. The Accident Review Committee will make a determination if an accident is preventable or non-preventable in the absence of the employee.
- B. If the Accident Review Committee determines that the accident is non-preventable or operational, no appearance will be granted to an employee to appear before the committee.
- C. If the Accident Review Committee determines an accident is preventable, an employee may request an appeal to the determination and appear before the committee to present their evidence and give testimony.
- D. Appeal of Accident Review Committee Determination.
  - 1. A notice of determination is sent to the employee by certified mail return receipt requested to their last known address if the accident is determined to be preventable. The notice of determination will include an employee's right to appeal the committee's finding. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing and proof of receipt of the notice of determination to the employee.
  - 2. The employee shall submit a written request for review within ten (10) business days following the date of the receipt.
  - 3. An employee is entitled to representation during the presentation of this appeal.
  - 4. The Accident Review Committee shall review the evidence and testimony presented by the employee(s) and/or their representative and makes its final determination. The final copy of the Accident Review Committee's determination will be sent to the employee's department and their representative or the employee.
  - 5. If there is no appeal made within the stipulated time limits, the final copy of the Accident Review Committee's determination will be sent to the employee's department and the employee.

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- E. The County will release the employee from work with pay for the actual time needed for their presentation. An employee is not entitled to preparation time or mileage paid by the County. In cases where the employee is in an outlying area, a presentation may be made by a telephone conference call with the Accident Review Committee at the employee's option.
- F. Employee is entitled to any information that the County uses upon which it bases its initial determination.

**ARTICLE 22**  
**BENEFIT PROGRAMS**

**Section 1. Flexible Benefit Contributions**

A. **Contribution Amounts.**

The County shall make the following contributions towards the County's Flexible Benefit plan for the purchase of medical, dental and/or vision plans only. Eligibility to receive benefits under this provision requires the employee remain in a paid status for any part of the pay period in addition to the requirements set forth below.

- 1. **Employees participating in a County sponsored health care plan shall receive:**

The flex benefit contribution for full time employees regularly scheduled to work forty (40) hours per week shall be eight hundred, twenty-three dollars (\$823.00) per month (or four hundred, eleven dollars and fifty cents (\$411.50)/bi-weekly for twenty-four (24) pay periods).

- 2. **Employees eligible to waive and not participating in a County sponsored health care plan shall receive:**

\$465.00 per month (\$232.50/bi-weekly for twenty-four (24) bi-weekly/ year).

- B. **Medical Premium Subsidies.** The County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees hired prior to December 20, 2018 who are participating in a County sponsored health care plan on the following basis:

Employees with family coverage:                      Monthly premium reduced by \$100.00

Employees with two-party coverage:                      Monthly premium reduced by \$25.00

This subsidy will remain in place for the duration of these Terms and Conditions of Employment.



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This subsidy shall not apply to employees hired on or after December 20, 2018.

- C. Waiving Medical Coverage. Employees whose last hire date is on or after November 11, 2004 (pay period 25-04) will be required to select a medical plan as part of their Flexible Benefit election each year, and will not have the option of waiving all medical coverage.

Employees whose most recent hire date is prior to November 11, 2004 (pay period 25-04) will have the option of waiving medical coverage if they provide proof of coverage under another group medical plan.

While qualifying employees may waive medical coverage, at least one (1) of the flexible benefit options must be taken (medical, dental, or Flexible Spending Account) to receive cash back.

- D. Electing Medical Coverage. Employees who fail to timely elect medical coverage will be placed in the lowest-priced employee-only PPO medical plan available.

- E. Proof of Medical Coverage. Employees electing not to participate in a County sponsored health care plan must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical coverage shall be received by the Human Resources Department within sixty (60) days from date of hire, and annually during Open Enrollment.

- F. Cash Back of Flex Benefits Contributions. If monies remain after deduction of elected benefits and wavier fees, said monies may be taken in cash back to the aggregate total of options selected and cash.

- G. Pro-rated Contributions.

Employees working twenty (20) to twenty-nine (29) hours per week, shall receive fifty percent (50%) of the applicable flexible benefits contribution amount allotted for full-time regular employees per month per employee.

Employees working thirty (30) to thirty-nine (39) hours per week, shall receive seventy-five percent (75%) of the applicable flexible benefits contribution amount allotted for full-time regular employees per month per employee. Registered Nurses and Licensed Vocational Nurses who are working a twelve (12) hour shift pattern and average seventy-two (72) regular hours in a pay period will receive 100% of the applicable flexible benefits contribution amount allotted for full-time regular employees per month per employee.

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Part time employees who work more or less than their designated status for a fiscal year quarter shall be re-characterized at the end of that quarter based on their actual pattern of work during that quarter.

**Section 2. Insurance**

- A. **Optical Insurance.** The County agrees to provide an optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit). An employee's option for optical insurance only does not qualify the employee for cash back.
- B. **Life Insurance.** The County shall provide life insurance, not to exceed one times (1x) annual salary to a maximum of fifty thousand dollars (\$50,000), to all employees. Employees may also purchase supplement life insurance at the employee's cost with proof of insurability when applicable.

**Section 3. Other Benefits**

- A. **Flexible Spending Accounts ("FSA").** The County agrees to provide Flexible Spending Accounts as an option under the County's flex benefit plan (cafeteria plan). Participation is voluntary for eligible employees and FSA contributions shall be paid through employee deductions.
- B. **Short-Term Disability (STD).** The County agrees to provide a STD plan to eligible employees except the Supervisory Unit as follows:

The County shall continue to provide Class 1 STD benefits under this provision until December 31, 2012.

Effective January 1, 2013, the County shall provide Class 2 STD benefits (60% of pay up to \$461.64 weekly).

The County shall pay for the STD benefit.

- C. **Post-Employment Health Savings Plan Voluntary Employee's Beneficiary Association ("VEBA").**
  - a. **Eligibility.** Employees are plan participants if they have five (5) or more years of continuous service with the County, and who at the time of retirement (as defined by the agreement between the County and CalPERS) are employed in a collective bargaining unit whose agreement provides for participation in the plan.

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b. Plan Benefits. Employees will have a mandatory contribution made to the VEBA for sick leave balances as soon as administratively possible upon retirement, subject to the following:

1. Sick Leave:

For employees retiring with at least five (5) but less than fifteen (15) years of continuous service, unused accumulated sick leave shall be paid into the VEBA at the rate of fifty percent (50%) of the employee's current salary value. Under no circumstance shall payment for sick leave exceed the lesser of fifty percent (50%) of the employee's unused accumulated sick leave or nine hundred, sixty (960) hours of full pay.

For employees retiring with fifteen (15) or more years of continuous service, unused accumulated sick leave shall be paid into the VEBA at the rate of the current salary value. Under no circumstance shall payment for sick leave exceed nine hundred, sixty (960) hours of full pay.

D. Workers' Compensation. Workers' Compensation benefits are provided in accordance with the California Labor Code. The County expands these benefits to include full salary for the first ten (10) calendar days of absence and use of accrued leave time thereafter to make up the difference between temporary disability and full salary.

**ARTICLE 23**  
**RETIREMENT**

**Section 1. Public Employees' Retirement System (PERS)**

A. Retirement Formulas and Calculations.

1. Tier 1 – 3% @ 60. The County contracts with the California Employees' Retirement ("CalPERS") to provide the 3% at 60 retirement formula for all "classic employees" hired on or before August 23, 2012 as set forth in California Government Code Section 21354.3. For Tier 1 classic employees, the retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS as set forth in California Government Code Section 20042. Employees in Tier 1 shall pay their 8% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.

2. Tier 2 – 2% @ 60. The County contracts with the California Employees'

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Retirement (“CalPERS”) to provide the 2% at 60 retirement formula for all “classic employees” hired after August 23, 2012 as set forth in California Government Code Section 21353. For Tier 2 classic employees, the retirement benefit is based on the highest annual average compensation earned during the three (3) consecutive years of employment immediately preceding the effective date of his/her retirement or any other three (3) consecutive year period chosen by the employee as set forth in California Government Code Section 20037. Employees in Tier 2 shall pay their 7% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.

3. Tier 3 – 2% @ 62. As defined by the Public Employees’ Pension Reform Act of 2013 (“PEPRA”), unit members who are defined as “new members,” hired on or after January 1, 2013, under the PEPRA are covered by the 2% at 62 retirement formula as set forth in the PERL at Government Code Section 7522.20(a). For new member employees, the final compensation will be based on the highest annual average pensionable compensation earned during a thirty-six (36) month consecutive period of employment. New members’ contribution rate will be at least fifty percent (50%) of the total normal cost rate. Government Code Section 7522.10 of the PEPRA provides the authority for the earnings limit for all new members.

Section 2. Retiree Medical Benefits

- A. The County shall contribute twenty-five dollars (\$25.00) per month, on behalf of each eligible retiree, inclusive of the retiree’s dependents, enrolled in one (1) of Riverside County medical and hospital plans, toward the payment of premiums for health insurance.

ARTICLE 24  
SEPARABILITY

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

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**ARTICLE 25**  
**JOINT LABOR/MANAGEMENT COMMITTEES**

Labor-Management work groups are tools to help improve the workplace. Labor-Management groups can help resolve problems and/or develop innovative strategies to produce work more efficiently, save the County money, or improve public services.

**ARTICLE 26**  
**SPECIAL UNIT PROVISIONS**

**Section 1. Registered Nurses Unit**

A. R.N. License To Practice (Also Applicable to Nurses in the Supervisory Unit)

1. All positions requiring a Registered Nurse's license are required to hold a current valid license in the State of California.
2. It is a professional expectation that licenses are renewed prior to expiration. It is the employee's responsibility to maintain a current valid license. License expiration dates will be maintained by the agency or department, and employees will not be allowed to work past the expiration date of the license without proof of renewal via primary source verification.
3. Primary Source Verification:  
  
It is acceptable to verify current licensure with the primary source via a secure electronic communication. This verification must be documented prior to the expiration date of the license.
4. Disciplinary Action:  
  
If the employee is unable to meet the license requirements of Article 28, Section 1(A), he/she shall not be allowed to continue working and shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) days the employee has failed to have his/her license reinstated he/she will be deemed to have applied for and obtained an additional leave of absence of up to fifteen (15) calendar days, during which the County may take action to separate employment pursuant to Article 11.
5. Interim Permittee licenses will expire at midnight of the stated expiration period.

**Section 2. Career Ladders/Assessment Boards**

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- A. Career Ladder for Physician Assistant I, II and III, and Physician Assistants – Adult Detention. Assessment Board for Physician Assistant I, II, and III, and Physician Assistants - Adult Detention.

An Assessment Board shall be established in each County department where the above series is utilized. The primary purpose is to determine if the County criteria have been met by applicants seeking promotion within the career ladder. The composition of the Assessment Board shall consist of five (5) members as follows:

1. One (1) employee member from the Professional Unit. The first Assessment Board Meeting may use a substitute of a SEIU staff member in place of the employee member.
2. One (1) outside citizen member or member from another County or another County department of Riverside County.
3. Three (3) members from the department for which the Assessment Board is convening.
4. The Assessment board shall meet at least once a year.
5. Strict adherence shall be made in applying the County criteria for these promotions. The criteria used must be approved by the County Human Resources Department.

- B. Nursing Education Incentive Programs.

The County will provide up to an aggregate total of twenty-five thousand dollars (\$25,000) per year for education incentives. Nurses shall apply for reimbursement through County Human Resources.

LVN to RN Certification. The County will establish a fiscal year fund of five thousand dollars (\$5,000) each year of the contract for the exclusive use of the contract, for the exclusive use by Licensed Vocational Nurses pursuing attainment of Registered Nurse Certification for the time frame covered by this agreement. Eligibility is restricted to those in regular positions as Licensed Vocational Nurses. The fund will be administered by the County. Based upon criteria established jointly by the County and the Union, the fund can be used for reimbursement of Tuition and Community College registration fees and books for courses applicable to the attainment of a Registered Nurse certification. Eligibility for reimbursement is contingent upon an approved course or seminar completed with, where applicable, a grade of “C” or better or “Pass” when taken on a pass/fail basis.

Section 3. Regional Park & Open Space District Unit

- A. Fingerprinting

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Employees whose duties require that they either have direct contact or supervisory or disciplinary authority over minors shall be subject to being fingerprinted.

B. Assigning Parks District Employee to Reside in District Owned Residences

1. General Criteria.

The following general criteria shall be applied:

- a. What are the needs of the department and County?
- b. What job skills are needed at the specific location?
- c. Does employee desire to live in particular housing in question?
- d. What is employee's family size in relation to offered housing?
- e. Has employee previously resided in department owned housing?
- f. Nature and character of employee's employment record with the department.
- g. Employee to sign an agreement to rent or lease.

2. Possessory Interest Tax

Possessory interests are created when a right to possession or exclusive use of land or improvements owned by a non-taxable agency (County, in this case) is granted to a private party (employee, in this case). Possessory interest tax is based on the amount of property occupied by resident as determined by the County Assessor's Office.

For Planning purposes only: The possessory interest tax on a department owned residence in a County park occupied by a County Parks employee with a fair-market rental value of five hundred dollars (\$500.00) per month could be one hundred fifty dollars (\$150.00) per year. Possessory interest tax is assessed and paid annually.

3. Utility Charges

The department shall meter utilities (i.e. gas and/or electric) and charge employees for utilities used at the actual rate and amount. These charges shall commence immediately for those residences that have basic weather insulation and meters. Insulation needed shall be determined by the department. No utilities shall be charged employees until meters have been installed and basic weather insulation of the housing has been installed where applicable. If extreme costs are encountered to meter a housing unit,

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the department reserves the right to reopen discussions on the matter at any time. Employee will be responsible for any phone charges. In cases where the department requires phone hook-ups, the department will pay such charge.

C. Terminating District-Owned Employee Occupied Housing Agreement

The following criteria shall be applied:

1. Employee is transferred to another work location.
2. Employee terminates employment with the department.
3. Employee does not maintain the negotiated lease agreement.
4. Employee fails to pay rent, possessory interest tax and utilities.
5. Employee fails to correct any undesirable actions or behavior of the employee and/or their dependents after receipt of formal notification from their supervisor to do so.

Employees who are requested to vacate department-owned housing for any of the above reasons must do so within thirty (30) days of receipt of official request to do so.

The rent for employee-occupied housing shall be one hundred percent (100%).

Section 4. Waste Resources Management District Health and Safety Requirements

- A. Hepatitis B Vaccination. Upon receiving prior authorization, any employee whose regularly assigned duties require him/her to be in constant contact with landfill waste shall be granted paid time off to obtain a Hepatitis B vaccination(s). In the event the employee's health plan does not cover the cost of such vaccination, the department shall provide the vaccination through Occupational Health or, for employees assigned to work at desert locations, through the nearest County Public Health Clinic.
- B. Worksite Clean-Up Facilities. The department shall provide hand washing facilities at each landfill worksite, for wash up activities, with the understanding that the department will comply with Cal OSHA requirements.



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**ARTICLE 27  
COMPENSATION**

**Section 1. General Wage Increases**

There shall be no pay/salary increases, with the exception of step increases as provided in these Terms and Conditions of Employment.

**Section 2. Deferred Compensation**

Available to employees to make voluntary pre-tax contributions through County approved vendors up to applicable IRS and Plan limits.

**Section 3. RUHS-Medical Center Registered Nurse Classifications**

A. Effective March 8, 2012, the County created new Specialty Care classifications for the following classifications working in designated critical care units.

- |                         |                              |
|-------------------------|------------------------------|
| Assistant Nurse Manager | Nursing Education Instructor |
| Registered Nurse I      | Nurse Practitioner I         |
| Registered Nurse II     | Nurse Practitioner II        |
| Registered Nurse III    | Nurse Practitioner III       |
| Registered Nurse IV     | Pre-Hospital Liaison Nurse   |
| Registered Nurse V      |                              |

B. These classifications had their existing critical care differentials, which were increased by twenty five percent (25%), rolled into their base pay as follows:

The existing four dollar (\$4.00) differential was increased to five dollars (\$5.00) and rolled into the new critical care Tier I qualifying classifications. The existing three dollar (\$3.00) differential was increased to three dollars and seventy five cents (\$3.75) and rolled into the new critical care Tier II qualifying classifications. The existing two dollar (\$2.00) differential was increased to two dollars and fifty cents (\$2.50) and rolled into the new critical care Tier III qualifying classifications.

<b>Tier I Specialty Care-T1</b>	<b>Critical Care Differentials</b>
Adult Critical Care Unit (ACCU) – (Includes Wound Care Nurses) Emergency Dept./Trauma Services – (Includes Pre Hospital Liaison Nurse) Neonatal Intensive Care Unit (NICU) Labor and Delivery Pediatric Intensive Care Unit (PICU) Post Anesthesia Recovery Unit (PACU) SART	\$5.00

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<b>Tier II</b> Specialty Care-T2	
Conscious Sedation Nurses Operating Room Chemotherapy PICC (Vascular Access Nurses) Progressive Care Unit (PCU) Psychiatry	\$3.75
<b>Tier III</b> Specialty Care-T3	
Pediatrics RCRMC Detention Care Unit (DCU)	\$2.50

If an employee in the above classifications is unable to meet the requirements of Article 4, Section 3(E) and Article 28, Section 1(A) he/she shall not be allowed to continue working and disciplinary action shall be instituted in accordance with these Terms and Conditions of Employment.

- C. For the purpose of this section only, the reclassification provisions of Article 6, Section 7 do not apply and the employees' anniversary dates shall not change.

**ARTICLE 28**  
**UNION RIGHTS**

**Section 1. Bulletin Boards**

Space will be made available to SEIU on a reasonable number of departmental bulletin boards designated for such purpose, provided such use is reasonable. Notices shall be dated and signed by a SEIU representative. The privilege does not extend to the individual members of SEIU. The posting and removal of bulletin board material must be maintained in a timely fashion. The County, through the Human Resources Director, or designee, reserves the right to suspend or cancel bulletin board privileges for abuse.

Bulletin board space will be visible and accessible to all SEIU represented employees at the worksite.

**Section 2. Separate Payroll Deduction and Time Reporting Codes**

- A. Insurance. The County agrees to provide SEIU with one (1) separate payroll deduction code for insurance related deductions.

Release Time Request Form. All release time requests shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No release time requests shall be accepted for processing until the form is complete.

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Release Time. Employees granted release time under this article shall not suffer any loss in compensation for actual hours released that the employee would have otherwise reported to work, excluding any premium pays that apply to time actually worked. No employee shall receive paid release time for any hours or any work shift for which the employee was not otherwise scheduled to work.

All requests for release time by the Union shall be processed by the County within a reasonable time from receipt of the request.

Release time under this provision shall be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least four (4) weeks prior to the date of the planned activity. In the event the union fails to provide such reasonable notice, the County may deny the request if the Employee's absence would negatively affect County services or operations.

The County agrees to provide SEIU with separate payroll codes for union related release time. The County shall provide SEIU with monthly reports on the use of union release time by employee name, county employee identification number, job class title and department.

Release time reports shall be provided to SEIU on a monthly basis. Such reports shall be provided in electronic format to the union by the 10<sup>th</sup> business day of each month. The union agrees to provide the County with a reconciliation of such hours within ten (10) business days of receipt of the monthly report.

**Section 3. Worksite Access**

The Union will maintain its existing rights to enforce their rights to worksite access.

The Union shall also be provided, upon request, a meeting room at all work locations, to conduct meetings with represented employees before and after work and during lunch periods (non-working time). Where facilities like RUHS exist and make impracticable the ability of employees on other floors to be able to attend a meeting due to limited lunch breaks, the County agrees to make every effort to provide additional meeting rooms to address this issue. All meetings will be scheduled through Human Resources., and, at the time the request is made the request will be granted, provided that the meeting room requested has not been previously scheduled.

The Union shall be required to provide proof of identification upon arrival at a worksite. The Union shall comply with any and all security protocols enforced at each facility.

**Section 4. Stewards**

Except as set out below, SEIU may elect or appoint one (1) Steward in each County department, one (1) additional Steward in departments with more than two hundred (200)

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SEIU members, and one (1) additional Steward in departments with more than five hundred (500) SEIU members in more than ten (10) geographical locations.

At RUHS, SEIU may elect or appoint five (5) stewards as follows: two (2) at the Medical Center, one (1) at the Arlington Campus, and two (2) at Correctional Health. At Department of Public Social Services, SEIU may elect or appoint eight (8) stewards as follows: three (3) in south County, three (3) in mid-County, and two (2) in the desert.

To avoid any conflict of interest, any Steward elected or appointed from the supervisory unit shall be limited to representing employees in the supervisory unit. The Stewards are recognized as representatives of SEIU in their department with the power to bind SEIU in all matters pertaining to these Terms and Conditions of Employment. SEIU agrees to notify the County Human Resources Department in writing of the names of its Stewards and the effective dates of their election or appointment.

There shall be no union activity on County time or premises except as provided for in these Terms and Conditions of Employment. A Steward is permitted to represent SEIU in grievances, administrative interviews, or Skelly hearings, consistent with the representational rights granted by the *Meyers-Milias-Brown Act*. Stewards shall not be permitted to request preparation time pursuant to this Article. A Steward will not absent him/herself from his/her work without first obtaining the permission of the department. To obtain permission the Steward shall identify: a) the specific reason for requesting permission, b) the employee(s) to be represented, and c) the general issue involved. SEIU agrees that the provision of County services is not to be negatively affected by any Steward activity permitted by this Article. Subject to the foregoing, the County will not unreasonably withhold permission.

Except as outlined below, the Steward will not be paid his/her regular wages while conducting steward business but will be permitted to use accumulated vacation and/or compensatory time, provided the use of such time does not result in the payment of overtime during that workweek. County will not pay for, nor shall the Steward be entitled to make any claim for, time spent on steward business during the Steward's non-regular working hours or for time spent on other union matters including, but not limited to, arbitration, PERB hearings, court, or depositions.

**Section 5. New Employee Orientation**

SEIU will be allowed to participate and present during new employee orientation.

**Section 6. SEIU Training Fund**

The County will contribute one cent (\$0.01) per hour, for employees covered under the provisions of these Terms and Conditions of Employment, for all regular hours compensated, to be allocated to the SEIU Local 721 Training Fund.

County and SEIU agree to look at training opportunities and funding for employees and families in labor-management meetings.

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Employees may refer to the Educational Support Program website for further information on eligibility requirements, program policies & procedures, and the application process.

**Section 7. Release Time for SEIU Local 721 Regional Council Meetings**

Up to eight (8) County employees, who are authorized representatives of SEIU Local 721, shall be entitled to be released on one (1) regularly scheduled shift per month for the purpose of traveling to and attending the monthly meeting. Any hours used to attend such meetings which are in excess of those provided under the provisions of this section shall be taken without pay or charged against the appropriate representative's paid leave banks.

County employees assigned to work in 24/7 facilities, who are working other than on a day shift, shall be allowed additional release time in such a manner that the total amount of release time utilized by the union under this provision does not exceed eighty (80) hours per month.

SEIU agrees to provide the County with a minimum of two (2) month's advance notice for release time under this provision.

It is not the intent of this provision to create any additional overtime obligations to the County.

**Section 8. Release Time for SEIU Local 721 Executive Board Meetings**

Up to five (5) County employees, who are elected or appointed to the position of SEIU Local 721 Vice President, At-Large Vice President, Treasurer, Secretary, or Executive Board member shall be entitled to be released on one (1) regularly scheduled shift per month for the purpose of traveling to and attending the monthly meeting. Any hours used to attend such meetings under the provisions of this section shall be taken as an approved leave of absence charged against the appropriate representative's paid leave banks or the employee may remain on the County payroll and SEIU shall be obligated to reimburse the County based on actual costs for salary and benefits. The County will provide the Union with a detailed breakdown of these costs and said funds shall be paid by the Union upon receipt of bill.

**Section 9. Release Time for the President of SEIU Local 721**

The Union shall have the option to cause the County to release an employee elected or appointed to the position of President of SEIU Local 721 for full time work with the Union, while remaining on the County payroll. SEIU shall be obligated to reimburse the County. The reimbursement amount for the presidential leave shall be based on actual costs for salary and benefits with a detailed breakdown of these costs provided to the Union at least on a quarterly basis. Said funds shall be paid by the Union upon receipt of bill.

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Upon return to full time work with the County, the employee shall only be entitled to return to their established classification and rate of pay. The County is not obligated to return the employee to their previous work assignment.

SEIU agrees to provide the County with a minimum of two (2) month's advance notice for release time under this provision.

**ARTICLE 29**  
**RUHS LOW CENSUS STAFFING (MEDICAL CENTER ONLY)**

**Section 1. Low Census**

The County and Union recognize that there may be times when a shortage of anticipated patients or relatively low need for care by the patients will require a temporary staffing reduction in a particular unit or department. The need for staffing reductions based on low census will be at the sole discretion of RUHS management and will be determined by the number and needs of the patients.

**Section 2. Reduction in Staff**

Employees who are currently qualified to work in another area of RUHS shall be reassigned to such other area provided the employee is expected to perform only those tasks and functions for which they are currently qualified to perform.

When it is necessary and unavoidable to relieve an employee from duty, employees will be relieved in the following order listed below. No registry/traveler employee, within the same unit, shall be allowed to work at the same time a Registered Nurse has been relieved of duty as result of low census.

1. Registry/Travelers
2. Any employees on overtime
3. Per Diem/Temporary employees
4. Volunteers
5. Full time employees on scheduled shift

**Section 3. Involuntary Low Census Day**

At the discretion of RUHS management, employees may be relieved from duty without pay at any time it is determined that the patient census is such that their services are not immediately necessary. Reductions of staff shall be done in seniority with the least senior employee being affected, and shall be counted as an involuntary low census day. If the least senior employee assigned to that shift has already received one (1) involuntary low census day, the next least senior employee not having already received an involuntary low census day shall be assigned an involuntary low census day until all employees have been assigned one (1) day on a rotating seniority basis.

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- A. If an employee is relieved from duty during his/her shift, and the relief from duty is at least fifty percent (50%) of his/her shift, this shift shall be counted as an involuntary low census day. An involuntary low census day log will be maintained by RUHS-Medical Center.
- B. An employee who has been relieved from duty on what would otherwise be his/her regularly scheduled shift shall be allowed to utilize previously accrued comp-time, vacation, holiday, or annual leave hours to receive pay for that shift equal to that which the employee would have received had they not been relieved from duty.
- C. An employee who has been relieved from duty on what would otherwise be his/her regularly scheduled shift will not be subject to a loss of benefits, excluding CalPERS service credit.
- D. Any regularly scheduled employee who is not notified at least two (2) hours prior to the start of their scheduled shift that they have been relieved from duty shall be allowed to report and work for at least two (2) hours. This minimum guarantee shall not apply if the County has contacted the clinician by telephone or text message at least two (2) hours prior to the beginning of the shift. Should RUHS make two (2) documented attempts to notify the staff member of a cancellation of shift but be unsuccessful in reaching the employee, they will be sent home and this pay provision will not apply. It will be the responsibility of the employee to maintain a current telephone number listed with the Staffing Office and their respective departments/units.

**ARTICLE 30**  
**PARKING**

Employees who choose to use County parking areas may be required to pay up to ten dollars (\$10.00) per month to park in County surface lots and up to fifty-five dollars (\$55.00) per month to park in parking structures.

**ARTICLE 31**  
**INTERNAL PARITY/REALIGNMENT**

1. **Registered Nurse Series:**

Effective December 20, 2018, employees in the classifications of Registered Nurse I-V shall be reclassified as outlined below:

Old Classification (Job Code)	New Classification (Job Code)
Registered Nurse I (73951)	Registered Nurse I – RCRMC (74036)
Registered Nurse II (73952)	Registered Nurse II – RCRMC (74040)

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Registered Nurse III (73953)	Registered Nurse III – RCRMC (74044)
Registered Nurse IV (73991)	Registered Nurse IV – RCRMC (74048)
Registered Nurse V (73992)	Registered Nurse V – RCRMC (74052)

The step placement of bargaining unit employees in the Registered Nurse I-V classifications who have been at the top step of the salary range for at least one (1) year shall be at the rate which is two (2) steps higher than that paid on the range of the former position, where the new range is able to accommodate the increase. The anniversary date following this realignment shall be the first day of the pay period following the completion of six (6) months in a paid status, not including overtime, in the new classification.

The step placement of bargaining unit employees in the Registered Nurse I-V classifications who have not been at the top step of the salary range for at least one (1) year shall be at the rate nearest to, but not below, their current rate of pay. The anniversary date shall not change.

2. Assistant Nurse Manager:

Effective December 20, 2018, employees in the classification of Assistant Nurse Manager shall be reclassified as outlined below:

Old Classification (Job Code)	New Classification (Job Code)
Assistant Nurse Manager (73924)	Assistant Nurse Manager–RUHS-MC (74023)

The step placement of bargaining unit employees in the Assistant Nurse Manager classification who have been at the top step of the salary range for at least one (1) year shall be at the rate which is two (2) steps higher than that paid on the range of the former position, where the new range is able to accommodate the increase. The anniversary date following this realignment shall be the first day of the pay period following the completion of six (6) months in a paid status, not including overtime, in the new classification.

The step placement of bargaining unit employees in the Assistant Nurse Manager classifications who have not been at the top step of the salary range for at least one (1) year shall be at the rate nearest to, but not below, their current rate of pay. The anniversary date shall not change.

3. Registered Nurse Series Consolidation and Technical Title Change:

Effective December 20, 2018, the following classifications shall be technical title changed to reflect a consolidated Registered Nurse series.

Old Title (Job Code)	New Title (Job Code)
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Registered Nurse I – RCRMC (74036)	Registered Nurse I (74036)
Registered Nurse II – RCRMC (74040)	Registered Nurse II (74040)
Registered Nurse III – RCRMC (74044)	Registered Nurse III (74044)
Registered Nurse IV – RCRMC (74048)	Registered Nurse IV (74048)
Registered Nurse V – RCRMC (74052)	Registered Nurse V (74052)
Assistant Nurse Manager – RUHS-MC (74023)	Assistant Nurse Manager (74023)

4. Health Care Social Worker:

Effective December 20, 2018, employees in the classification of Health Care Social Worker shall be reclassified as outlined below:

Old Classification (Job Code)	New Classification (Job Code)
Health Care Social Worker (79824)	Children’s Social Services Worker V (79810)

The step placement of bargaining unit employees in the Health Care Social Worker classification who have been at the top step of the salary range for at least one (1) year shall be at the rate which is two (2) steps higher than that paid on the range of the former position, where the new range is able to accommodate the increase. The anniversary date following this realignment shall be the first day of the pay period following the completion of 6 months in a paid status, not including overtime, in the new classification.

The step placement of bargaining unit employees in the Health Care Social Worker classification who have not been at the top step of the salary range for at least one (1) year shall be at the rate nearest to, but not below, their current rate of pay. The anniversary date shall not change.

5. Medical Social Worker:

Effective December 20, 2018, employees in the classifications of Medical Social Worker I-II shall be reclassified as outlined below:

Old Classification (Job Code)	New Classification (Job Code)
Medical Social Worker I (79834)	Children’s Social Services Worker V (79810)
Medical Social Worker II (79832)	Children’s Social Services Worker V (79810)

The step placement of bargaining unit employees in the Medical Social Worker I-II classifications who have been at the top step of the salary range for at least one

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(1) year shall be at the rate which is two (2) steps higher than that paid on the range of the former position, where the new range is able to accommodate the increase. The anniversary date following this realignment shall be the first day of the pay period following the completion of 6 months in a paid status, not including overtime, in the new classification.

The step placement of bargaining unit employees in the Medical Social Worker I-II classifications who have not been at the top step of the salary range for at least one (1) year shall be at the rate nearest to, but not below, their current rate of pay. The anniversary date shall not change.

6. Social Services Worker Series:

Effective December 20, 2018, employees in the classifications of Social Services Worker III-V and Social Services Supervisor I-II shall be reclassified as outlined below:

Old Classification (Job Code)	New Classification (Job Code)
Social Services Worker III (79875)	Children's Social Services Worker V (79810)
Social Services Worker IV (79876)	Children's Social Services Worker V (79810)
Social Services Worker V (79878)	Children's Social Services Worker V (79810)
Social Services Supervisor I (79879)	Children's Social Services Supervisor I (79811)
Social Services Supervisor II (79880)	Children's Social Services Supervisor II (79812)
Social Services Worker III – Blythe (79898) *	Children's Social Services Worker V (79810)
Social Services Worker IV – Blythe (79897) *	Children's Social Services Worker V (79810)
Social Services Worker V – Blythe (79896) *	Children's Social Services Worker V (79810)
Social Services Supervisor I – Blythe (79877) *	Children's Social Services Supervisor I (79811)
Social Services Supervisor II – Blythe (79887) *	Children's Social Services Supervisor II (79812)

The step placement of bargaining unit employees in the Social Services Worker III-V, Social Services Worker III-V – Blythe, Social Services Supervisor I-II, and Social Services Supervisor I-II – Blythe classifications who have been at the top step of the salary range for at least one (1) year shall be at the rate which is two (2) steps higher than that paid on the range of the former position, where the new range is able to accommodate the increase. The anniversary date following this realignment shall be the first day of the pay period following the completion of 6

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months in a paid status, not including overtime, in the new classification.

The step placement of bargaining unit employees in the Social Services Worker III-V and Social Services Supervisor I-II classifications who have not been at the top step of the salary range for at least one (1) year shall be at the rate nearest to, but not below, their current rate of pay. The anniversary date shall not change.

\* Incumbents in a Blythe designated classification will have the current DTR removed and a new DTR differential will be applied in accordance with Article 6, Section 2.B Difficult-to-Recruit Positions.

7. Children’s Social Services Worker Series:

Effective December 20, 2018, employees in the classifications of Children’s Social Services Worker III-V and Children’s Social Services Supervisor I-II shall be reclassified as outlined below:

Old Classification (Job Code)	New Classification (Job Code)
Children’s Social Services Worker III (79808)	Children’s Social Services Worker V (79810)
Children’s Social Services Worker IV (79809)	Children’s Social Services Worker V (79810)
Children’s Social Services Worker III – Blythe (79826) *	Children’s Social Services Worker V (79810)
Children’s Social Services Worker IV – Blythe (79827) *	Children’s Social Services Worker V (79810)
Children’s Social Services Worker V – Blythe (79828) *	Children’s Social Services Worker V (79810)
Children’s Social Services Supervisor I – Blythe (79829) *	Children’s Social Services Supervisor I (79811)
Children’s Social Services Supervisor II – Blythe (79830) *	Children’s Social Services Supervisor II (79812)

The step placement of bargaining unit employees in the Children’s Social Services Worker III-IV, Children’s Social Services Worker III-V – Blythe, Children’s Social Services Supervisor I-II, and Children’s Social Services Supervisor I-II – Blythe classifications who have been at the top step of the salary range for at least one (1) year shall be at the rate which is two (2) steps higher than that paid on the range of the former position, where the new range is able to accommodate the increase. The anniversary date following this realignment shall be the first day of the pay period following the completion of 6 months in a paid status, not including overtime, in the new classification.

The step placement of bargaining unit employees in the Children’s Social Services Worker III-V and Children’s Social Services Supervisor I-II classifications who have not been at the top step of the salary range for at least one (1) year shall be at the

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rate nearest to, but not below, their current rate of pay. The anniversary date shall not change.

\* Incumbents in a Blythe designated classification will have the current DTR removed and a new DTR differential will be applied in accordance with Article 6, Section 2.B Difficult-to-Recruit Positions.

8. **Social Worker Series Consolidation and Technical Title Change:**

Effective December 20, 2018, the following classifications shall be technical title changed to reflect a consolidated Social Worker series.

Old Title (Job Code)	New Title (Job Code)
Social Services Worker I (79873)	Social Services Practitioner I (79873)
Social Services Worker II (79874)	Social Services Practitioner II (79874)
Children's Social Services Worker V (79810)	Social Services Practitioner III (79810)
Children's Social Services Supervisor I (79811)	Social Services Supervisor I (79811)
Children's Social Services Supervisor II (79812)	Social Services Supervisor II (79812)

The resulting consolidated Social Worker series is as outlined:

Classification (Job Code)
Social Services Practitioner I (79873)
Social Services Practitioner II (79874)
Social Services Practitioner III (79810)
Social Services Supervisor I (79811)
Social Services Supervisor II (79812)

9. **Social Worker Classification Inactivation:**

As a result of the above consolidation, the following classifications shall be inactivated.

Classification (Job Code)
Health Care Social Worker (79824)
Medical Social Worker I (79834)
Medical Social Worker II (79832)

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Medical Social Worker Supervisor (79833)
Social Services Worker III (79875)
Social Services Worker IV (79876)
Social Services Worker V (79878)
Social Services Supervisor I (79879)
Social Services Supervisor II (79880)
Social Services Worker III – Blythe (79898)
Social Services Worker IV – Blythe (79897)
Social Services Worker V – Blythe (79896)
Social Services Supervisor I – Blythe (79877)
Social Services Supervisor II – Blythe (79887)
Children’s Social Services Worker III (79808)
Children’s Social Services Worker IV (79809)
Children’s Social Services Worker III – Blythe (79826)
Children’s Social Services Worker IV – Blythe (79827)
Children’s Social Services Worker V – Blythe (79828)
Children’s Social Services Supervisor I – Blythe (79829)
Children’s Social Services Supervisor II – Blythe (79830)