

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



**ITEM: 3.54
(ID # 11778)**

MEETING DATE:

Tuesday, January 28, 2020

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approval of the Tentative Agreement between the County of Riverside and Service Employees International Union, Local 721. All Districts. [\$86,945,056 - Departmental Budgets (100%)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the 2020 – 2024 Tentative Agreement between Service Employees International Union, Local 721 (SEIU) and the County of Riverside (Attachment "A").

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: Hewitt
Absent: None
Date: January 28, 2020
xc: HR

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 7,049,827	\$ 16,987,860	\$ 86,945,056	\$ 38,660,400
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Departmental Budgets (100%)			Budget Adjustment:	No
			For Fiscal Year:	19/20 – 23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Service Employees International Union, Local 721 represents approximately 7,100 regular status county employees in various units, other than the per diem unit. The Board previously imposed terms and conditions of employment on these units effective on December 20, 2018. The parties have been engaged in mediation since the summer of 2019 and on December 20, 2019, by mutual agreement, the parties entered into this Tentative Agreement. The cost of the Agreement does not exceed the parameters given by the Board of Supervisors. The County was notified on January 22, 2020 that the Tentative Agreement was ratified by a vote of the membership.

The Tentative Agreement which has been agreed upon by both parties, subject to Board approval, contains the following key economic points:

- The term of the new agreement is four years from the date of Board approval.
- Salary Steps will be converted to broad band ranges and anniversary date increases will occur in 4% increments.
- The bottom three steps of all SEIU represented classifications will be eliminated, at which time SEIU represented employees not already at the value of the prior step 4 shall be moved to the rate of the prior step 4, which will be the minimum of the new range.
- Increase two-party and family monthly medical insurance premiums chargeable to employees participating in a County sponsored health plan on two separate occasions during the contract. By the end of the contract the monthly premium shall be reduced as follows:
 - Employees with two-party coverage: Monthly premium reduced by \$75.00
 - Employees with family coverage: Monthly premium reduced by \$300.00
- Employees who are represented by SEIU as of the date of Board approval will receive forty (40) hours in a Special Time Bank to be used at any time within the term of this agreement and while employed in an SEIU represented classification, otherwise the hours are forfeited. A subsequent twenty (20) hours will be given during the contract, subject to the same conditions as the prior 40-hour Special Time Bank.
- Transition into CalPERS medical in exchange for giving up excess cash back at the time of implementation. This transition is to be effective no later than July 1, 2020.

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- Two-tiered medical waiver in the amount of \$200/month for those employees not electing a CalPERS medical plan and hired after November 11, 2004.
- Enrollment in State Disability Insurance.
- Effective the first full pay period after May 1, of 2021 and 2022 the maximum of all classifications will increase by 2%. Effective the first full pay period after May 1, 2023 the maximum of all classifications will increase by 2.5%.
- Effective April 8, 2021 employees who are at the max of the range will receive a one-time lump sum stipend of \$750.
- Effective the first full pay period after July 1, 2021 a one-time, one-million dollar parity pool will be established for the purpose of making market adjustments to the salary range of selected classifications.
- Possible raise to the minimum of the range to market. Effective the first full pay period after July 1, 2022, for those classifications identified by the County as having a minimum salary within their range that is below the market for the minimum salary of the comparable classification, the minimum salary of the classification's range will be increased to equal the median of the minimum salary of the comparable market.
- Transition to Long Term Disability for all SEIU represented employees.
- Registered Nurse Restructure. Removing the tiers from base pay and paying them as differentials.
- Me-Too clause with LIUNA. This is the same me-too clause LIUNA currently has with SEIU in their agreement.
- Sampling of other items addressed in the agreement:
 - Re-establishing the union education bank for release time.
 - Low Census requirements
 - Shift Differential language is the same as LIUNA except Registered Nurses get 30 additional minutes in the morning for night shift.
 - Binding arbitration for grievances.
 - Joint Labor Management Committee
- Lastly, clean up language will be proposed as the MOU is written by the parties. We will return to the Board with the amended Memorandum of Understanding that result from the cooperative effort.

Impact on Residents and Businesses

No impact to residents or businesses.

Additional Fiscal Information

The MOU is projected to cost \$7,049,827 for the balance of this fiscal year. Below are the projected costs itemized (compounded over the life of the contract). The projected ongoing cost of the contract is \$38,660,400.

	Projected Costs
Broad banding/4% anniversary increase(s):	\$ 32,806,536

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Eliminate 3 bottom steps:	\$	2,320,799
Medical Subsidies:	\$	8,249,325
Additions to Max of Range:	\$	39,150,145
Mid-Range anniversary increase:	\$	2,469,949
Parity Pool:	\$	1,000,000
Max Rate \$750 stipend:	\$	2,168,250
RN Restructure:	\$	<u>1,250,000</u>
Total	\$	86,945,056

The Net County Cost (NCC) impact for this MOU was determined by calculating the percentage of each affected department's expenditure budget that is supported by NCC, then applying that percentage to the department's labor cost subtotal for this MOU, resulting an extrapolated value of how much NCC would be required to cover those labor cost increases in the same proportion as that department's current NCC support.

ATTACHMENT:

ATTACHMENT A. Tentative Agreement between SEIU and the County of Riverside


Megan Gomez, Assistant

1/23/2020


Gregory V. Priamos, Director County Counsel

1/23/2020

TENTATIVE AGREEMENT
BETWEEN
SEIU, LOCAL 721
AND
COUNTY OF RIVERSIDE
SUMMARY OF AGREEMENT

The County of Riverside and Service Employees International Unit, Local 721, having met and conferred on a successor memorandum of understanding, reached a tentative agreement, a summary of which is set forth below. It is understood by the parties that not every agreement is listed herein, but this summary of agreement represents the major and primary provisions of the tentative agreement. The parties will draft and finalize a full successor memorandum of understanding which shall control the wages, hours and other terms and conditions of employment for SEIU represented bargaining units, other than the per diem unit.

ARTICLE 1

Section 1. Term. Effective upon date of ratification by the Board of Supervisors and continuing for a total of four full years. (Example: If the Board of Supervisors adopt the successor MOU on December 17, 2019, the MOU will expire on December 16, 2023)

(RE#) ARTICLE 5 – WORKWEEK, OVERTIME AND PREMIUM PAY

~~Section 1. Workweek, Work Schedule and Work Hours~~

~~A. Pay Period, Work Schedule, Scheduling & Shift Assignments.
See Exhibit 1 attached.~~

~~B. Flex Work Schedules
See Exhibit 1 attached.~~

~~Section 1. Workweek, Work Schedule and Work Hours~~

~~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.~~

~~B. Work Schedule. The normal work schedule is a 5/40 schedule (five (5) eight-hour days per work week excluding un-paid meal periods). The following alternative work schedules may be established to meet the operational needs of the departments:~~

~~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)

The County shall have exclusive authority to establish or eliminate alternative work schedules for employees and the union affirmatively waives its right to meet and confer over the change in work schedule, provided however, that where a change in the work schedule effects a group of five (5) or more employees, the union does not waive its right to meet and confer on the impacts of the County's decision as to those employees. 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 at least one (1) pay period written notice to employees and, in cases where the decision effects five (5) or more employees, to the union. If the union requests to meet and confer on the impacts of the decision effecting a group of five (5) or more employees within five days of the written notice, the implementation or elimination of the alternative work schedule will not take effect until the next following pay period (i.e., the pay period after the pay period the department originally designated as the start of the new work schedule).

Scheduling & Shift Assignments. SEIU agrees that the County shall retain exclusive control to assign schedules or shifts to employees within the established work schedule (normal or alternative) and hereby waives any right to negotiate the decision or impacts (unless otherwise specified in this MOU), or grieve the County's decision, during the remaining term of this MOU.

B. Flex Work Schedules.

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 alternative and flex work schedule, the 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 alternative work 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 the MOU and the 72-hour nurses shall be entitled to all full-time benefits as if they were classified as full-time employees under the MOU. 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 work 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 the MOU 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 the MOU. These employees shall not be entitled to CalPERS contributions beyond their actual accrued CalPERS eligible compensation.

Section 2. Overtime

- A. 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 for. Accumulated overtime credit after forty (40) hours up to one hundred twenty (120) hours may, at the election of the employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated overtime credit of one hundred twenty (120) hours or less may be taken in compensatory time off, subject to management approval, and this method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of one hundred twenty (120) hours or less may be paid for. 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 for. Overtime caused by duly authorized continuing and regular work periods longer than eighty (80) hours, or by seasonal overtime

~~work, if authorized by the County Executive Officer in advance, shall be currently paid for.~~

Section 3. Premium Pay

- ~~C. C. Shift Differentials. Day, evening and night shift differentials shall be paid in the same manner as that received by LIUNA classifications with the exception that an employee in a Registered Nursing classification who works a night shift that ends at 7:30 a.m. shall receive the night shift differential until 7:30 a.m.~~
- ~~1. Applicability of Shift Differentials Shift differentials do not apply to vacation, sick leave, holiday pay, professional call or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Employees who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential, ~~with the exception that an employee who works in a Registered Nursing classification who works a night shift that ends at 7:30 a.m. shall receive the night differential until 7:30 a.m.~~~~
 - ~~2. Evening Shift County Employees whose classes are not specifically mentioned in other sections of this Memorandum who 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¢) as specified below for per hour for the time actually worked between 3:00 p.m. and 11:00 p.m., with the exception that a higher shift differential rate shall be paid for the classes, and in the amount, listed below.~~
 - ~~3. Night Shift County Employees who work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of one dollar and twenty cents (\$1.20) per hour as specified below for the time actually worked between 11:00 p.m. and 7:00 a.m., with the exception that a higher shift differential rate shall be paid for the classes, and in the amount, listed below. **An employee in a Registered Nursing classification who works a night shift that ends at 7:30 a.m. shall receive the night differential until 7:30 a.m.**~~
- D. RUHS – MC & CHC Specialty and Critical Care Assignments .All Registered Nursing- clinical personnel permanently assigned to a specialty care or critical care area unit as a primary unit must meet the unit certification requirements for the specialty care or critical care area within twelve (12) months after assignment to a specialty or critical care unit and maintain the unit specialty or critical care certification during the course of the assignment, unless otherwise indicated.

1. Critical & Specialty Care Requirements. To be eligible for a specialty care or critical care differential for assignments, ~~an employee;~~ (a) must work in specialty areas as follows: in the following units, the employee must have completed the course(s) required to work in the unit and remain current in required certifications while assigned to the unit: Intensive Care Unit/Adult Critical Care Unit ("ICU/ACCU"), Post-Anesthesia Recovery Unit ("PACU"), Pediatrics Intensive Care Unit ("PedsICU"), 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 2500PCU"), Chemotherapy, ~~Special Procedure~~ Conscious Sedation Nurses, Sexual Assault Forensic Examiner ("SAFE Team"), BERT Team, Code Team, Cath Lab, Wound Team, Diabetes Management Team, Throughput Nurse Team, GI Lab, Same-Day Surgery, PCU ("Unit 3100"), Obstetrics ("OB"), Detention Care Unit ("DCU"), Minimally-Invasive Diagnostic Registered Nurse, Correctional Health Unit and Psychiatry; ~~and (b) must have completed the course(s) required to qualify for critical care differential.~~ Course requirements for each of these units are set forth in Appendix A of this MOU. Course requirements and required certifications for any specialty or critical care area are subject to change where required for regulatory or other legal compliance. are indicated below. In the event of such a change, the County will give the Union notice of the change and an opportunity to bargain over negotiable subjects before the change goes into effect.

[Table of unit specialty requirements and abbreviations found under this paragraph to be moved to an Appendix]

~~The Nursing Office, Human Resources Department, and/or Staff Development Office will advise all Registered Nurses working in critical care areas as to their status of certification. This shall include all certificates needed and names, dates, time(s), and places when courses will be given. As many courses as deemed practical shall be arranged by the Nursing Office with every attempt being made to supply at least two (2) courses in each critical care certification area per year.~~

2. Specialty Rates. ~~RUHS-Medical Center Licensed Vocational Nursing~~ Critical/Specialty Care Specialty Rates. Any LVN I, II or III in the following specialties meeting the critical care or specialty care requirements and working in the designated units as the employee's primary unit shall receive the indicated specialty a differential of \$1.10 per hour when actually working in the designated unit(s) unless otherwise specified in this MOU.

<p>LVN – RUHS-MC Critical/Specialty Care</p> <p>Emergency Department</p> <p>NICU</p> <p>Labor & Delivery</p> <p>Operating Room</p> <p>Recovery Room</p> <p>Intermediate Care Unit (Unit 2500)</p> <p>ICU</p> <p>PICU</p> <p>PICCTeam</p>
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For all new graduate Licensed Vocational Nurses and those who are new to a critical/specialty care area, the Critical/Specialty Care differential will be applied following completion of required training necessary for the critical/specialty care area and once the employee is authorized by RUHS to work independently in the unit as an LVN.

3. Correctional Care Unit/Correctional Care Health Professional. Any employee in the following classifications meeting the ~~critical-care~~ Correctional Care Unit/Correctional Care Health Professional requirements and working in the designated units as the employee's primary unit shall receive ~~the indicated specialty~~ a differential of \$1.00 per hour when actually working in the designated unit unless otherwise specified in this MOU.

- Institutional Nurse
- Supervising Institutional Nurse
- Senior Institutional Nurse
- Licensed Vocational Nurse III
- Nurse Practitioner I, II, III
- Physician Assistant
- Physician II, III, IV
- Radiologic Technologist
- Senior Radiologic Technologist
- Supervising Radiologic Technologist

For all employees who are newly graduated ~~nurse~~, or who are new to the Correctional Care Unit, the Correctional Care Unit/Correctional Care Health Professional differential will be applied following completion of required training necessary for the Correctional Care Unit and once the employee is authorized by RUHS to work independently on the unit.

4. Respiratory Critical/Specialty Care.

- a. Any employee in the following classifications meeting the critical care or specialty care requirements and working in a the- critical care or specialty care designated units will be paid ~~receive the indicated specialty a differential of~~ \$2.00 per hour for active direct patient care and/or time spent supervising critical care services:
- Respiratory Care Practitioner I and II
 - Supervising Respiratory Care Practitioner
 - Assistant Chief of Respiratory Therapy
- b. Any Respiratory Care Practitioner I or II meeting the NICU Transport critical care requirements and assigned as the on-duty NICU Transport Respiratory Care Practitioner shall be paid a NICU Transport differential of \$3.00 per hour for all hours worked while assigned.

E. Registered Nursing Specialty Care & Critical Care Differentials.

1. Classifications Eligible. Employees in the following registered nursing classifications are eligible for registered nursing specialty care and critical care (including Emergency Department) differentials:

- Registered Nurse I – MC/CHC
- Registered Nurse II – MC/CHC
- Registered Nurse III – MC/CHC
- Assistant Nurse Manager – MC/CHC
- Nursing Education Instructor
- Nurse Practitioner
- Clinical Nurse Specialist
- Pre-Hospital Liaison Nurse

A part-time RN I – III ~~V~~, Assistant Nurse Manager, or Pre-Hospital Liaison Nurse (Emergency Department), working in the designated specialty or critical care units may also qualify for the additional premium if: shall be paid for time actually worked in the designated units.

2. Registered Nursing Specialty Care Differential. Beginning in the same pay period in which the registered nursing classifications are effectively reclassified and realigned, eligible employees permanently assigned to one of the Specialty Care units below, shall be paid a Specialty Care differential of \$2.50 per hour for all hours worked. For all new graduate Registered Nurses and those who are new to a specialty care area, the Specialty Care

differential will be applied following completion of required training necessary for the specialty and once the employee is authorized by RUHS to work independently in the unit. While permanently assigned to the Specialty Care unit, the Specialty Care differential will be applied ~~during an approved leave of absence~~ when using the employee's accrued sick and/or vacation leave balances. Nursing Education Instructors who, as part of their regularly assigned duties, are required to teach Specialty Care classes to nurses assigned to the RUHS, will receive the Specialty Care differential for all hours worked. Employees receiving a Specialty Care differential for work performed in a specialty care unit shall not receive a Difficult-to-Recruit differential for assignment or work performed in the same specialty care area.

<u>RN Specialty Care Units</u>
<u>Operating Room</u> <u>Chemotherapy Certified</u> <u>PICC</u> <u>Intermediate Care Unit</u> <u>Psychiatry (Arlington campus & PCLS at Med Ctr)</u> <u>Detention Care Unit</u> <u>Pediatrics</u> <u>Diabetes Team</u> <u>GI Lab</u> <u>Same Day Surgery</u> <u>Special Procedures (IR Nurse)</u>

3. Registered Nursing Critical Care Differential - Beginning in the same pay period in which the registered nursing classifications are effectively reclassified and realigned, eligible employees permanently assigned to one of the Critical Care designated units below shall be paid a critical care differential of \$4.00 per hour for all hours worked. While permanently assigned to the Critical Care unit, the Critical Care differential will be applied ~~during an approved leave of absence~~ when using the employee's accrued sick and/or vacation leave balances. For all new graduate Registered Nurses and those who are new to a specialty, Critical Care Differential will be applied following completion of required training necessary for the critical care area and once the employee is authorized by RUHS to work independently in the unit. Nursing Education Instructors, who as part of their regularly assigned duties, are required to teach Critical Care classes to nurses assigned to the RUHS, will receive the Critical Care differential for all hours worked. Employees receiving a Critical Care differential for work performed in a critical

care unit shall not receive a Difficult-to-Recruit differential for assignment or work performed in the same critical care area.

<u>RN Critical Care Units (excluding Emergency Department)</u>
<u>Trauma</u>
<u>Cath Lab</u>
<u>PACU</u>
<u>Adult ICU</u>
<u>Pediatric ICU</u>
<u>Labor & Delivery</u>
<u>NICU</u>
<u>SAFE Team</u>
<u>BERT Team</u>
<u>Code Team</u>
<u>Throughput Nurse Team</u>
<u>Wound Team</u>

4. Emergency Department Critical Care Differential. Beginning in the same pay period in which the registered nursing classifications are effectively reclassified and realigned, registered nursing employees permanently assigned to the Emergency Department Critical Care Unit shall be paid an ED Critical Care differential of \$4.00 per hour for all hours worked. For all new graduate Registered Nurses and those who are new to the Emergency Department as a critical care area, the ED Critical Care Differential will be applied following completion of required training necessary for the Emergency Department critical care unit and once the employee is authorized by RUHS to work independently in the Emergency Department.

After three full cumulative years of permanent assignment in the RUHS-MC Emergency Department Unit, or three full cumulative years of permanent assignment in any hospital-based Emergency Department in the United States, the employee's ED Critical Care differential shall be a total of \$5.50 per hour for all hours worked.

After six full cumulative years of permanent assignment in the RUHS-MC Emergency Department Unit, or six full cumulative years of permanent assignment in any hospital-based Emergency Department in the United States, the employee's ED Critical Care differential shall be a total of \$7.00 per hour for all hours worked. In order to be eligible for the increased ED Critical Care differential, all six full years of permanent assignment in a qualifying Emergency Department must be performed within the immediately preceding nine years.

Nursing Education Instructors, who as part of their regularly assigned duties, are required to teach Emergency Department Critical Care classes to nurses assigned to the RUHS, will receive the ED Critical Care differential for all hours worked in the Emergency Department. Employees receiving an Emergency Department Critical Care differential for work performed in the Emergency Department shall not receive a Difficult-to-Recruit differential for assignment or work performed in Emergency Department.

While permanently assigned to the Emergency Department, the ED Critical Care differential will be applied ~~during an approved leave of absence~~ when using the employee's accrued sick and/or vacation leave balances. For purposes of the Emergency Department Critical Care Differential, approved leaves of absence (paid or unpaid) while employed in a permanent assignment to a qualifying Emergency Department shall not be considered as a break in service for purposes of calculating cumulative years of permanent assignment.

5. Advanced Care Nurse. Beginning in the same pay period in which the registered nursing classifications are effectively reclassified and realigned, employees in the Registered Nurse III classification assigned to the RUHS Medical Center or CHC who are appointed by the Professional Development Council to work as an Advanced Care Nurse I or an Advanced Care Nurse II shall receive the following Advanced Care Nurse differential for all hours worked as an Advanced Care Nurse:

- Advanced Care Nurse I - \$3.00 per hour
- Advanced Care Nurse II - \$5.50 per hour

While assigned as an Advanced Care Nurse, the Advanced Care Nurse differential will be applied ~~during an approved leave of absence~~ when using the employee's accrued sick and/or vacation leave balances.

6. NICU Transport Differential. Effective _____, employees in the classifications listed below who are assigned as the on-duty NICU Transport Nurse shall be paid a transport differential of \$4.00 per hour for all hours worked while assigned.

- Registered Nurse II – MC/CHC
- Registered Nurse III – MC/CHC
- Assistant Nurse Manager – MC/CHC
- Clinical Nurse Specialist

Employees receiving a NICU Transport Differential shall not receive a Difficult to Recruit differential for assignment as the on-duty NICU Transport Nurse.

7. Specialized Team Differential – Effective _____, employees in the following classifications are eligible for a specialized team differential:
- Registered Nurse I – MC/CHC
 - Registered Nurse II – MC/CHC
 - Registered Nurse III – MC/CHC
 - Assistant Nurse Manager – MC/CHC

Employees who are assigned to one of the following specialized teams shall be paid a differential of \$4.00 per hour for all hours worked while in the assignment:

- Trauma Team (Registered Nurses working as a Trauma Registrar are ineligible for this differential);
- ED Assigned Registered Nurse Point of Care Testing Lab Supervisor
- BERT Team
- Code Team

Employees receiving a specialized team differential shall not receive a Difficult-to-Recruit differential for work performed in the same specialized team assignment.

8. Mobile Intensive Care Nurse Differential. Employees in the following classifications that are assigned to the RUHS – Medical Center who have a Mobile Intensive Care Nurse (“MICN”) certification and meet the eligibility requirements set forth below shall receive a MICN differential of \$1.00 \$2.50 per hour upon meeting eligibility requirements and assigned by RUHS as a MICN:

- Assistant Nurse Manager – MC/CHC
- ~~Interim Permit Nurse~~
- Nurse Practitioner I, II, and III – MC/CHC
- Registered Nurse I, II, and III, ~~IV and V~~ – MC/CHC
- Pre-Hospital Liaison Nurse – MC/CHC

a. 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 after the effective date of the MOU. These requirements shall not apply to

incumbents who have obtained an MICN certificate prior to the effective date of the MOU.

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
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)

b. 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.

c. MICN Interview

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

d. 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 the MOU and cannot be made or interpreted as disciplinary action.

F. Charge Assignments

1. Charge - Registered Nurses. Every effort will be made to assign charge duty to Registered Nurses who wish to assume the charge responsibilities. RUHS reserves the right to make an assignment when volunteers are unavailable.
 - a. Any Registered Nurse I, II, or III 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.
 - b. Any Registered Nurse I, II, or III 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, ~~or 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.
 - d. Any Institutional Nurse or Senior Institutional Nurse working at an adult correctional facility temporarily assigned to perform the duties of a Supervising Institutional Nurse shall be compensated during such assignment at a rate of one dollar and fifteen cents (\$1.15) per hour higher.
2. Charge - Other Medical Classes. Any Licensed Vocational Nurse I and II 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 I and II and at a rate forty-three cents (\$0.43) per hour higher for Licensed Psychiatric Technician.

Any Respiratory Care Practitioner II, when temporarily assigned over all 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

G. Float Pool Differentials

1. Float Pool. Any Registered Nurse I, II, or III working for the ~~Riverside County Regional RUHS-Medical Center or Mental Health Psychiatric Inpatient facility~~ 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.

Effective _____, any Registered Nurse I, II, or III working for the RUHS-Medical Center shall be paid a total 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. RUHS- Medical Center management shall determine if the employee's float to another unit is considered a higher level of care.

Registered nurses are ineligible for the above float differential for hours worked while assigned to the 3100 Unit or 3100 Float Pool and caring for PCU level of care patients.

2. 3100/Float Pool Advanced Assignment. Effective _____, employees in the classifications listed below who are assigned to the 3100 Unit or 3100 Float Pool, who are required to care for PCU level of care patients and have successfully completed an approved, extensive course and orientation to provide independent care to high acuity PCU level of care patients, shall be paid an advanced assignment differential of \$4.00 per hour for all hours worked when providing care to PCU level patients on 3100 or PCU units. These Registered Nurses are ineligible to receive additional Float Pay while on assignment for PCU patients and receiving the 3100/Float Pool Advanced Assignment differential.

- Registered Nurse I – MC/CHC
- Registered Nurse II – MC/CHC
- Registered Nurse III – MC/CHC
- Assistant Nurse Manager – MC/CHC.

Employees receiving a 3100/Float pool advanced assignment differential shall not receive a Difficult-to-Recruit differential for the same assignment.

H. Forensic Behavioral Health.

Effective the first full pay period following adoption of this MOU by the Board of Supervisors, employees in the following classifications who are permanently assigned to a juvenile or adult detention facility shall receive an adult or juvenile detention differential equal to 8.3% of the employee's base salary:

- Behavioral Health Services Supervisor A and B
- Senior Clinical Psychologist
- Clinical Psychologist
- Registered Nurse I, II, III
- Clinical Therapist I and II
- Behavioral Health Specialist II and III
- Recreational Therapist

Employees receiving the adult/juvenile detention facility differential shall not receive a Difficult-to-Recruit differential for permanent assignment to a juvenile or adult detention facility shall.

I. Correctional Facility Assignment Differential.

1. Adult Correctional Facility Differential – Primary Assignment. Employees in the following classifications who are assigned to an adult correctional facility shall receive additional compensation for actual hours worked at the adult correctional facility.

Classification	Robert Presley/ Southwest	Banning	Blythe/ Indio
Supervising Institutional Nurse-RCRMC Senior Institutional Nurse-RCRMC Institutional Nurse-RCRMC Licensed Vocational Nurse III Nurse Practitioner I, II, III-RCRMC Physician Assistant Physician II, III, IV <u>Radiologic Technologist I and II</u> <u>Sr. Radiologic Technologist</u> <u>Supervising Radiologic Technologist</u>	\$1/hour	\$2/hour	\$4/hour

2. Adult Correctional Facility Float Differential. Employees in the following classifications who are temporarily assigned to an adult detention facility which is not their regular assigned location to ensure minimum staffing levels shall receive an additional one dollar (\$1.00) per hour for actual hours worked.

Supervising Institutional Nurse

Senior Institutional Nurse
 Institutional Nurse
 Licensed Vocational Nurse III
 Nurse Practitioner I, II, III
 Physician Assistant-Adult Detention
 Physician (II, III, IV)-Detention Health Services

~~E. Healthcare Intake Screening. Any Institutional Nurse – RCRMC or Senior Institutional Nurse – RCRMC working at an adult detention facility who is assigned and performs healthcare intake screening shall be compensated during such assignment at the rate of seventy five (\$0.75) per hour higher.~~

I. Preceptor Pay. Any regular full-time employee in the designated classifications assigned to perform the duties and responsibilities of a preceptor shall be compensated during such assignment at the designated rate for the time actually worked as a preceptor.

A preceptor is defined as an experienced employee who is assigned by the department head or designee for a length of time to provide one-on-one training and evaluation to a newly licensed employee or a regular full-time, per diem, or part-time employee new to a specialty unit/assignment and are not released to work independently in the hospital or specialty unit/assignment (“new employee”). Precepting begins on the first day the preceptor works directly with the new employee and ends once the new employee is formally approved by management to work independently. Precepting does not include mentoring, providing orientation, working with non-County staff, students or registry/traveling personnel, or to ad hoc or classroom instruction on a process or procedure when not assigned as the preceptor. Mentoring means informally providing guidance, advice, feedback or support to an employee who works independently. Orientation is defined as helping to acquaint the person with routines, protocols, and expectations.

Preceptor pay is paid only for hours worked actively engaged in training and evaluating the new employee. Employees assigned by the department head or designee to act as a preceptor on a temporary or substitute basis (e.g., when the regularly assigned preceptor is on leave or reassigned), will receive preceptor pay for hours worked actively engaged in training and evaluating the new employee.

Every preceptor must complete a preceptor training program as required by RUHS management prior to assignment as a preceptor, and refresher training as required.

<p>(a) working for RUHS-Medical Center or Correctional Health Services:</p> <ul style="list-style-type: none"> Registered Nurse II and III 	<p>\$5.00 per hour</p>
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<p>(b) working at RUHS Operating Room:</p> <ul style="list-style-type: none"> • Licensed Vocational Nurse II and III * • Surgical Technician 	<p>\$1.00 per hour</p>
<p>(c) working at RUHS-Medical Center and Correctional Health Services:</p> <ul style="list-style-type: none"> • Radiologic Specialist II • Radiologic Technician II • Respiratory Care Practitioner I and II • Senior Radiologic Technician • Institutional Nurse • Sr. Institutional Nurse • Pharmacist • Sr. Pharmacist • Occupational Therapist I and II • Physical Therapist I and II • Speech Language Pathologist • Clinical Lab Scientist • Sr. Clinical Lab Scientist 	<p>\$1.00 per hour</p>

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

Effective upon ratification of this MOU by the Board of Supervisors, no employee shall receive preceptor pay in a manner, or for a purpose, that is inconsistent with the terms and conditions of this section. If an employee received preceptor pay at any time during the 24 months preceding the adoption of this MOU by the Board of Supervisors in a manner, or for a purpose, that did not conform with the terms of this Section, the employee shall be entitled to a one-time, lump sum buy-out of the employee's non-conforming preceptor pay. The buy-out shall be equal to two times (2x) the total dollar amount of non-conforming preceptor pay received by the employee in the 2018-2019 fiscal year, or in the 2017-2018 fiscal year if the amount received was greater than that in the 2018-2019 fiscal year. The lump sum buy-out shall be paid in the first full pay period after January 1, 2020 after ratification of this MOU by the Board of Supervisors and subject to the applicable payroll tax withholdings.

This buy out provision is a good faith resolution of non-conforming preceptor pay compensation paid to employees prior to adoption of this MOU.

(RE#). Peace Officer Standards and Training (P.O.S.T.) Certification.

~~Employees who are hired or rehired as a Senior Sheriff's 911 Communications Officer or Sheriff's Communications Supervisor on or after the adoption of this MOU by the Board of Supervisors shall be hired 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). Those employees hired or rehired into the non-designated classifications who 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 receive an hourly differential for all hours actually worked, not exceeding eighty (80) hours per pay period, as follows:~~

~~Intermediate P.O.S.T. Certification—equal to six percent (6%) of the employee's base pay rate paid as a differential~~

~~Advanced P.O.S.T. Certification—equal to eleven percent (11%) of the employee's base pay rate paid as a differential.~~

~~Employees hired into the SEIU bargaining unit prior to the adoption of this MOU by the Board of Supervisors in the classification of Senior Sheriff's 911 Communications Officer or Sheriff's Communications Supervisor who 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 following rates:~~

~~Intermediate P.O.S.T. Certification—six percent (6%) higher than the base pay rate specified for the non-designated classification~~

~~Advanced P.O.S.T. Certification—eleven percent (11%) higher than the base pay rate specified for the non-designated classification~~

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

Employees hired into the SEIU bargaining unit prior to the first pay period following adoption of this MOU by the Board of Supervisors into the classification of Senior Sheriff's 911 Communications Officer or Sheriff's Communications Supervisor who 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 following rates:

Intermediate P.O.S.T. Certification - six percent (6%) higher than the base pay rate specified for the non-designated classification

Advanced P.O.S.T. Certification – eleven percent (11%) higher than the base pay rate specified for the non-designated classification

Only for employees SEIU unit members hired into the SEIU bargaining unit prior to the first pay period following the adoption of this MOU by the Board of Supervisors into the Senior Sheriff's 911 Communications Officer or Sheriff's Communications Supervisor classifications, ~~the applicable rate for possession of the Intermediate Certificate shall be indicated in the table and Index by the letter "A" following the class title, and for the Advanced Certificate, by the letter "B", each with an appropriate code number, but in the departmental sections the basic code number and class title shall be deemed to include positions occupied by incumbents possessing either of said certificates.~~

Employees who are hired or rehired into the SEIU bargaining unit as a Senior Sheriff's 911 Communications Officer or Sheriff's Communications Supervisor on or after the first pay period following adoption of this MOU by the Board of Supervisors shall be hired 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). Those employees hired or rehired into the non-designated classifications who 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 receive an hourly differential for all hours actually worked, not exceeding eighty (80) hours per pay period, as follows:

Intermediate P.O.S.T. Certification – equal to six percent (6%) of the employee's base pay rate paid as a differential

Advanced P.O.S.T. Certification – equal to eleven percent (11%) of the employee's base pay rate paid as a differential.

~~Sheriff's Records/Warrants Supervisors who prove they possess a P.O.S.T. Records Supervisor certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate six percent (6%) higher than that specified for such position. Employees hired prior to the first pay period following the adoption of this MOU provision by the Board of Supervisors 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%) higher than the ~~of~~ base pay rate specified for the non-designated classification.

Only for employees hired into the Sheriff's Records/Warrants Supervisor classification prior to the first pay period following the adoption of this MOU provision by the Board of Supervisors, 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 into the Sheriff's Records/Warrants Supervisor classification on or after the adoption of this MOU provision by the Board of Supervisors 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.

~~Employees hired into the SEIU bargaining unit prior to the adoption of this MOU by the Board of Supervisors in the classification of Senior Sheriff's 911 Communications Officer or Sheriff's Communications Supervisor who 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 following rates:~~

~~Intermediate P.O.S.T. Certification – six percent (6%) higher than the base pay rate specified for the non-designated classification~~

~~Advanced P.O.S.T. Certification – eleven percent (11%) higher than the base pay rate specified for the non-designated classification~~

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

(RE#) ARTICLE 6 – PAY PRACTICES

(New) Section 1. Salary Range Broadband

- A. Implementation. Effective as soon as administratively possible, but no later than four full pay periods following adoption of this MOU by the County's Board of Supervisors, the salary plan/grade of each classification covered by this MOU shall convert to a broadband salary range plan with no salary steps. Each salary range shall contain a minimum and maximum salary amount where an employee's placement within the range will be identified by the employee's salary amount and not by a salary step.

At the time of the conversion to a broadband salary range plan, the minimum salary of each classification's salary range will equal the base salary of Step Four of the pre-existing salary step plan. Employees who are below Step Four of their classification's salary plan/grade at the time of the conversion to the broadband salary range plan ~~is implemented~~ will receive an increase in pay to place the employee at the minimum salary of their classification's broadband salary range and the employee's merit anniversary date shall be reset to the effective date of the salary increase~~first day of the same pay period~~.

- B. No Harm Clause. This No-Harm Clause shall apply to all unit members in all classifications in each bargaining unit covered by this MOU on the date this MOU is adopted by the Board of Supervisors. Notwithstanding the implementation of the broadbanding pay structure, no employee shall suffer a loss of compensation as exists on the day broadbanding is implemented. If as a result of the conversion to the broadbanding pay structure, an employee experiences an actual loss in base wages that would have otherwise not occurred had the existing model remained in place, the County and SEIU will immediately meet and confer to effectuate a remedy to address the employee's actual loss in base wages. If, after meeting and conferring, the County and the Union are unable to agree on a remedy, the matter will be automatically submitted to final and binding arbitration pursuant to the grievance arbitration procedure.

Any loss in pay due to a medical leave of absence or an unapproved absence shall not be covered under this no harm clause.

(RE#) Section 2. Step-Merit Advance

- A. Effective as soon as administratively possible, -nebut no later than ~~the~~ four full pay periods after adoption of this MOU by the County's Board of Supervisors, the compensation of every person employed in a regular position shall be considered for a four percent (4.0%) base salary increase upon their anniversary date, but not to exceed the maximum salary of the salary range for the employee's classification, except as otherwise provided by the MOU. If at the time of the employee's anniversary date, the employee's existing salary is less than 4.0% below the maximum of the salary range for the employee's classification, the employee's anniversary date merit increase shall be at an amount that places the employee at the maximum of the classification's salary range.

(RE#) ARTICLE 7 – GENERAL PERSONNEL PROVISIONS

Section 5. Driver's License. ~~Acceptance of imposed terms concerning employees who experience restrictions on their California 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.~~

(RE#) ARTICLE 9 – LEAVES

(NEW) Section 2. One-Time Special Time Bank.

- A. In the second full pay period following adoption of this MOU by the County Board of Supervisors, a Special Time Bank of forty (40) vacation hours shall be established for each existing bargaining unit member covered by this MOU. These hours may only be used by the employee prior to expiration of this MOU and while employed in a SEIU-represented classification, otherwise the hours are forfeited. This Special Time Bank shall have no cash out value. ~~Employees are encouraged to take these hours during County holidays and must obtain supervisor's approval for use of the Special Time Bank for time off.~~

Should an employee, due to the nature of the position or operation of the department, not be granted the ability to utilize any portion of the 40 hours in the Special Time Bank under this provision, and after providing proof of their efforts to utilize the Special Time Bank to Human Resources prior to the expiration of the term of this MOU, may be granted on a case-by-case basis an extension of six months to utilize the balance of the Special Time Bank. The County may require an employee to use the hours in this Special Time Bank during FMLA/CFRA/PDL leave after exhausting sick leave and before use of regularly accrued vacation.

Only those employed in an SEIU-represented position during the pay period in which the Special Time Banks are implemented will receive a Special Time Bank and may only use the Special Time Bank hours while in a SEIU-represented position.

January 28, 2022 *ellie*

- B. In the first full pay period after ~~[DATE OF RATIFICATION BY BOARD OF SUPS]~~, an additional Special Time Bank of twenty (20) vacation hours shall be established for each existing bargaining unit member covered by this MOU. These hours may only be used by the employee prior to expiration of this MOU and while employed in a SEIU-represented classification, otherwise the hours are forfeited. This Special Time Bank shall have no cash out value and is subject to the same conditions as the previous 40-hour Special Time Bank above.

(RE#) ARTICLE 11 – REIMBURSEMENT PROGRAMS

Section 5. Education and Continued Licensing. ~~See Exhibit 3 attached.~~

A. Tuition and/or Registration Fees

1. ~~Eligible employees~~ Clinical staff may be granted time by their ~~appointing authority~~ 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.

~~For members of the R.N. Unit, Physician Assistant I, II, and III, Physician Assistant-Adult detention, and Licensed Vocational Nurse I, II and III, tuition and/or registration fees may be granted by converting education for continuing licensing hours on the basis of one (1) hour being valued at fifteen dollars (\$15.00) with total compensation not to exceed three hundred dollars (\$300.00) annually. (For example, a sixty dollar (\$60.00) course with books and fees would be worth four (4) hours subtracted from the balance of an employee's education for continuing license accrual under this section.)~~

~~In the discretion of the appointing authority department head, additional time not exceeding ten (10) hours in any fiscal year may be allowed to an eligible employee working at a Blythe, Indio, or Palm Springs work location.~~

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 ~~appointing authority department head or designee based on the operational needs of the department and reasonableness of request.~~ Attendance at courses offered by RUHS will be given preference over the same courses offered outside RUHS. Employees are highly encouraged to attend courses offered through RUHS.
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 this MOU 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.
9. A Registered Nurse who first obtains a National Certification from the ANCC in the specialty in which the employee is currently assigned shall be eligible for reimbursement of testing fees, ANCC testing materials, and ANCC preparation courses or guides, up to a total maximum of \$500. A Registered Nurse will only be reimbursed for the ANCC testing fees, materials, guides or preparation course of one ANCC National Certification in the specialty that the employee is currently assigned and only for those testing fees or costs associated with a successful examination. Testing fees for renewal of the National Certification from the ANCC is not eligible for reimbursement.

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.

B. Procedure. An eligible employee desiring education time must request approval from the ~~appointing authority~~ 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~~ 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.

C. 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 this MOU.

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.

(RE#) ARTICLE 13 – DISCIPLINARY APPEAL PROCEDURE

(New) Section – Written Reprimands. ~~Employees will be able to appeal a written reprimand to the department head. The decision of the department head shall be final.~~

3. Written Reprimand

Written reprimands may be issued by the appropriate supervisor, manager, or department head as a means to address employee conduct or performance deficiencies that do not otherwise warrant just cause for "disciplinary action" (i.e., dismissal, demotion, reduction in compensation, suspension, or written reprimand in lieu of suspension). Written reprimands are maintained in the employee's official personnel file and may be used as a basis for progressive discipline for same or similar violations or declining performance. A counseling memorandum, informal directives, coaching and similar communications from a supervisor to a subordinate employee that are not placed in an employee's official personnel file are not considered written reprimands.

An employee who receives a written reprimand may submit a written rebuttal that will be attached to the written reprimand contained in the employee's personnel file. An employee who disagrees with the issuance or content of a written reprimand may also appeal the reprimand to the department head, or their designee ("appeal officer"). A request to appeal the written reprimand shall be made in writing delivered to the designated appeal officer, within ten (10) business days after the written reprimand was personally received by the employee or delivered to the employee by certified U.S. Mail. The written appeal shall state the grounds upon which the employee believes the written reprimand was unjust or contains factual inaccuracies. The appeal officer shall meet with the employee and the employee's designated representative, if any, within ten (10) working days after receipt of the employee's written request to appeal the written reprimand, unless the appeal officer and employee mutually agree to extend this time period. The meeting may be attended by a representative from the County's Human Resources Department. The meeting shall not be an evidentiary hearing, no witnesses shall be brought into the meeting to testify or be questioned, the employee shall not be subject to cross-examination and neither the appeal officer or Human Resources representative shall be subject to questioning. The purpose of the meeting is to allow the employee, or their designated representative, an opportunity to provide the reasons as to why the written reprimand should be withdrawn or modified.

The appeal officer shall take one of the following actions in response to the appeal: (1) affirm the written reprimand in its entirety; (2) direct that the written reprimand be withdrawn and voided; or (3) amend the content of the written reprimand where appropriate to correct factual inaccuracies or policy violations. The appeal officer shall not modify the content of the written reprimand to add additional grounds for discipline. If the written reprimand is not withdrawn, the appeal officer's decision shall be final with no further right of appeal and included in the employee's personnel file with the written reprimand. The decision of the appeal officer may not be grieved.

(RE#) ARTICLE 15 - GRIEVANCE PROCEDURE

~~See Exhibit 4 attached.~~

Section 1. Discussion of Request or Complaint

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

Section 2. Grievance Definition

Except as outlined below, a "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by an employee or 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 this MOU, Ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- A. Matters arising under any of the following:
 - 1. County Harassment Policy and Complaint Procedure;
 - 2. County Violence, Threats, and Securities Policy;
 - 3. Promotional decisions made pursuant to the County's Local Merit System;
 - 4. Voluntary time-banks;
 - 5. Placement on Medical-Certification program;
 - 6. ~~Termination under the Agency Shop provision of this MOU;~~
 - 7. Appeals to the Accident Review Committee;
 - 8. ~~Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;~~
 - 9. Complaints within the jurisdiction of state and federal fair employment agencies, other than the Public Employment Relations Board;
- B. Requests or complaints, the resolution of which is beyond the delegated authority of the Human Resources Director and which by law requires legislative action (i.e. approval) by the Board of Supervisors.
- C. Requests or complaints involving the termination of a probationary employee, or the termination, suspension, demotion or written reprimand in lieu of suspension of a regular employee reviewable pursuant to other provisions of this MOU or reviewable under the State Approved Local Merit System procedure, or written warnings, i.e., written reprimands; directive, corrective, and corrective counseling memoranda.
- D. Requests or complaints initiated by an employee involving change in departmental/district performance evaluations, if the evaluation rating overall is satisfactory or better.

Section 3. Freedom From Reprisal

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

Section 4. Employee Representation/Union Rights

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, including the informal discussion with the employee's supervisor, provided an employee that is a member of a representation unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution may be represented only by the exclusive employee organization. Reasonable access to work areas by representatives of qualified employee organizations shall be in accordance with ~~Section 19~~ of the provisions of the Employee Relations Resolution and this MOU. The grievant 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

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 the MOU alleged to be violated as provided under Article ~~13~~15, Section 2.

Section 6. Presentation

All grievance petitions shall be filed within fifteen (15) working days after the discussion with the employee's supervisor, [but in no case shall the grievance be filed more than thirty (30) working days after occurrence of the circumstances giving rise to the grievance] otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. 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 first filed with the Human Resources Department during the term of this MOU shall be subject to final and binding arbitration as the last step in the grievance process. It is the intent of the parties that any complaint against the County that would constitute both an unfair labor practice and a grievable complaint under this Article, the alleged violation is subject to deferral to binding arbitration within the meaning and intent of Government Code section 3505.8. This shall not be construed as any waiver of the union's right to file an unfair labor practice with the Public Employment Relations Board. 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 ~~(1)~~ step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

Section 11. Resubmission

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

Should either party 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, except for Section 14, may be extended by written consent of the grievant and the person before whom disposition of the petition is pending.

Section 13. Grievance Resolution

~~With respect to whether issues are grievable, the County and 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 the MOU, or specific provisions or other procedures, that constitute the County's rationale for rejection of the grievance. The Union, by this agreement, does not waive any of its rights to file grievances, unfair practice charges or other means to enforce the MOU in the future. The parties agree to 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 an employee or the Union submitting a grievance petition:

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee shall, within ten (10) working 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 supervisor is entitled to have the presence of one observer during the discussion. ~~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. The employee is entitled to a representative of his or her choosing to be present at this first step and all steps below.~~
- 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) working 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/~~district~~ head. Within fifteen (15) working business days after submission of the petition, the department/~~district~~ head, or a designee shall meet with the grievant and the grievant's representative, if any. No later than fifteen (15) working business days thereafter, the ~~D~~department/~~District H~~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) businessworking days following the date the ~~d~~Department/~~District~~ 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) businessworking days of the submission of the request for review. No later than ten (10) businessworking days thereafter, the Human Resources Director, or a designee, shall render a written decision.
- D. Step 3. Failing to resolve the grievance at Step 2, the grievant shall submit a

written request for arbitration to the Human Resources Director, or designee, within ten (10) businessworking days following the date the Human Resources Director, or designee, renders a decision.

- E. The A grievance first filed with the Human Resources Department during the term of this MOU shall thereafter be subject to advisory final and binding arbitration. For Ggrievances first filed with the Human Resources Department before or after the term of this MOU shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner prescribed herein. Final and binding arbitration shall sunset and terminate on the expiration of this MOU, except as to those grievances first filed by the Human Resources Department during the term of this MOU, unless the County and SEIU mutually agree to continue final and binding arbitration. Only the union may advance a grievance to arbitration pursuant to the terms and conditions of this Article; no individual employee may advance a grievance to arbitration without the union's participation as a grievant.
- F. In the case of advisory arbitration, 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. Advisory and Binding Arbitration

- A. After submission of a request for review, SEIU and the Human Resources Director, or designee, shall attempt to agree on a neutral.
- B. The parties shall maintain a jointly negotiated list of up to eleven (11) neutrals who shall be selected by either the agreement of the parties, or 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 chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the neutral.
- B.C. At the beginning of the arbitration proceeding, if the County disputes that the grievance is arbitrable, the issue of arbitrability of a grievance shall first be decidedetermined by the arbitrator as a threshold issue. The arbitrator shall issue a ruling on the issue of arbitrabilityIf the arbitrator rules the grievance is not arbitrable, the arbitrator shall state the ruling on the record or issue a written ruling and the arbitration shall then be concluded. If the arbitrator rules the grievance is arbitrable, the arbitrator shall state the ruling on the record and prior to open the proceeding to a hearing on the merits of the grievance.

G.D. 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.E. 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/~~district~~ head at least two (2) businessworking days in advance of the hearing date.

E.F. 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.G. If the neutral sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU.

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

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

ARTICLE 22 – BENEFIT PROGRAMS

(NEW) Section 1. CalPERS Health Insurance Plan

Effective as soon as administratively feasible in the 2020 calendar year but no later than July 130, 2020; SEIU represented employees shall be eligible for health insurance in the County's CalPERS health insurance plan and will no longer be covered by the County's pre-existing health insurance program. Bargaining unit members shall be eligible to enroll in Exclusive Care as a health insurance option.

(RE#) Section 2. Flexible Benefit Contributions

A. Contribution Amounts for Employees in County Sponsored Health Insurance

For full time employees ~~regularly scheduled to work forty (40) hours per month,~~ the County's total contribution toward the employee's medical, dental and/or vision plans 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. ~~The County's total contribution shall be inclusive of the CalPERS required minimum employer contribution for health insurance.~~

~~In addition, if employees in the Management, Unrepresented & Confidential Resolution receive additional increases in flexible benefit credits, the value of those increases shall be given to SEIU represented employees on the same date and in the same increment, not to exceed the total monthly flexible benefit credit that was added.~~

B. Medical Premium Subsidies. Effective two full pay periods after the adoption of this MOU by the County Board of Supervisors, the County's payment of medical subsidies for employees ~~hired prior to December 20, 2018~~ who are participating in a County sponsored health care plan will increase by \$100.00 (total of \$200) per month for employees enrolled in family coverage and by \$25.00 (total \$50) per month for employees enrolled in two-party coverage.

Effective the beginning first full pay period [of the 2023 County Health Insurance Plan year], the County's payment of medical subsidies will increase by \$100.00 (total of \$300) per month for employees enrolled in family coverage and by \$25.00 (total \$75) per month for employees enrolled in two-party coverage.

C. Waiving Medical Coverage An employee may waive health insurance for the employee and the employee's dependents with adequate proof of other qualifying health insurance coverage. Effective the first pay period in which the County's CalPERS health insurance plan is implemented, if the employee

waives health insurance coverage, the employee will receive a taxable cash payment as follows:

\$200.00 per month if the employee's last hire date was on or after November 11, 2004

\$465.00 per month if the employee's last hire date was before November 11, 2004

- F. Cash Back of Flex Benefits Contributions. Effective in the first pay period in which the County's CalPERS health insurance plan is implemented for SEIU-represented employees, employees will no longer be able to receive flexible benefit contributions in the form of cash. Employees who do not use the full amount of the County's flex benefit contribution by the end of the plan year will forfeit the unused amount.

Section 3. Other Benefits

- B. ~~Short-Term Disability~~ State Disability Insurance (SDI). As soon as administratively possible following adoption of the MOU by the County Board of Supervisors, the County shall submit an application to the State of California for elective coverage under the California State Disability Insurance (SDI) for all SEIU bargaining unit employees. Once approved and implemented by the State, the County will begin withholding employee contributions to SDI from employee pay checks.

The County shall continue to provide and pay for the existing County STD plan until bargaining unit employees are eligible to receive California State Disability Insurance (SDI) benefits and will not provide Class 2 STD benefits thereafter. The County shall not be required to provide the Class 2 STD benefits for bargaining unit employees hired after the effective date of implementation of the California State Disability Insurance (SDI) plan.

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. Long-Term Disability (LTD). Effective the first fully pay period after [DECEMBER 17, 2022] the County will contribute toward the premium cost of long term disability insurance for all employees covered by this MOU.

(RE#) ARTICLE 25 – JOINT LABOR MANAGEMENT COMMITTEE

~~See Exhibit 5 attached.~~

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.

The County should recognize that its greatest asset is its human resources and that each individual has the potential to strengthen and change the organization both individually and collectively. Labor-Management work groups can be the catalyst for implementing and identifying lasting ways to improve organizational effectiveness by utilizing the County's human resource asset.

Both Parties must recognize that cooperation, problem solving, and long range planning are in the self-interest of their respective organizations and the public they serve.

The County and SEIU agree to have the opportunity for Labor-Management meetings on a monthly basis. A Labor-Management meeting need not occur every month, but will convene upon the request of either party.
~~except if indicated differently below:~~

A Labor-Management meeting may be devoted to discussion on matters affecting affecting all bargaining units as a whole, or to any particular department or bargaining unit. RUHS-MC/CHC may hold separate Labor-Management meetings. Individual departments may also hold separate Labor-Management meetings.

A Labor-Management meeting shall be for the purpose of discussion on any matter affecting affecting wages, hours and working conditions of bargaining unit employees, including, but not limited to, safety and workload.

Information Technology

- ~~• To evaluate the Dynamic Skills process~~
- ~~• Ability to recruit and retain staff~~
- ~~• To review the systems flexibility to maintain the highest standard of expertise for the County~~
- ~~• Skill assignment objectivity, neutrality, and equity~~
- ~~• Make recommendations on improvements~~

Housing Authority (Quarterly Meetings)

- ~~• Work together to improve morale~~
- ~~• Review career ladders~~
- ~~• Strategize on ways to minimize the impact of decreased federal funding on clients and employees~~
- ~~• Other issues as they arise~~

DPSS/CPS and APS

- ~~Review obstacles and devise solutions to implement SB2030 in Riverside County~~
- ~~Work together to improve morale~~
- ~~Review career ladders~~
- ~~Improve efficiencies and streamline documentation~~
- ~~Strategize on ways to minimize the impact of decreased state funding on clients and employees~~
- ~~Yardstick as a goal~~
- ~~The availability of additional compensation for workers with caseloads over the yardstick~~
- ~~Ways to improve recruitment and retention~~
- ~~Training and support of GPS workers~~
- ~~Case load management and coping methods when targeted levels are exceeded~~
- ~~Supervision of initial caseloads (including consideration of mentor programs)~~
- ~~Discussion of how to deal with inadvertent errors or omissions when caseloads are high~~
- ~~Review compensation for licensures~~
- ~~Review of International Travel policies and procedures~~

Riverside Regional Medical Center (RCRMC)

- ~~Discussion and review of improving existing wage scales~~
- ~~Use of Registry~~
- ~~Ways to improve recruitment and retention~~
- ~~Improving conditions for Detention Nurses~~

The Labor-Management committees shall be limited to six (6) persons per side, unless County and SEIU mutually agree to increase the committee participants for any one or more meetings, and shall be held no fewer than once every three (3) months. **Union participants shall be granted release time to attend committee meetings.**

It is understood and agreed that each party shall produce an agenda for discussion no later than ~~two~~ (2) weeks prior to the date of the meeting. The Labor-Management meetings will not exceed two-hours, but the parties may agree upon any ground rules, scheduling or other logistics.

The committee may make recommendations in good faith and agree upon next steps where appropriate. However, the committee will not be for the purpose of bargaining over negotiable subjects, but SEIU and the County may mutually agree to meet and confer over changes to negotiable subjects as a result of committee discussions.

No discussion or review of any matter by the committee shall forfeit or affect the time frames of any dispute resolution procedure contained in the MOU unless otherwise mutually agreed upon in writing. Moreover, matters that have been submitted to any formal dispute procedure or that are in litigation shall not be discussed unless it is mutually agreeable to do so.

Riverside Sheriff's Department (RSD)

- ~~Review of compaction issues to facilitate promotional opportunities~~
- ~~Ways to improve recruitment and retention~~
- ~~Discussion of re-classifications~~
- ~~Work together to improve morale through member resources~~
- ~~Improve efficiencies~~
- ~~Other issues as they arise~~

Waste Resources Management District (WRMD) ~~—————~~ (*ad hoc meetings*)

- ~~Address workplace issues as they arise.~~

Regional Park & Open Space District ~~—————~~ (*ad hoc meetings*)

~~Address workplace issues as they arise.~~

(RE#) ARTICLE 27 – COMPENSATION

Section 1. General Salary Range Increases

Effective the first full pay period on or after May 1, 2021, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two-percent (2.0%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.0% increase to the maximum salary of the range is implemented will concurrently receive a 2.0% increase to their salary in order to place them at the new maximum in the salary range in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.

Effective the first full pay period on or after May 1, 2022, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two-percent (2.0%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.0% increase to the maximum salary of the range is implemented will concurrently receive a 2.0% increase to their salary in order to place them at the new maximum in the salary range in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.

Effective the first full pay period on or after May 1, 2023, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two and one-half percent ~~half percent~~ (2.50%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.50% increase to the maximum salary of the range is implemented will concurrently receive a 2.50% increase to their salary in order to place them at the

new maximum in the salary range and in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.

Section 2. Retention Stipend and Bonuses.

Employees who are at the maximum salary of the salary range for their classification as of April 8, 2021 will receive a one-time lump sum stipend of seven-hundred and fifty dollars (\$750.00). The stipend will be paid two full pay periods after April 8, 2021.

Effective the first full pay period following adoption of this MOU by the Board of Supervisors the Command Post and Sheriff's Communications Retention Bonuses are restored on a prospective basis to pre-imposition terms.

(RE#) Section 3. Deferred Compensation. Available to employees to make voluntary pre-tax contributions through County approved vendors up to the applicable IRS and Plan limits.

A Leave Allocation Committee shall be formed that will include representatives from the County and SEIU for the purpose of recommending lawful alternatives to replace or supplement the existing sick leave-to-VEBA plan and 2012-2016 MOU's deferred compensation plan that would lawfully allow employees to apply the amount of accrued sick leave, vacation, holiday, and compensatory time eligible for conversion to another retirement option but does not result in a "constructive receipt" problem according to IRS regulations and Treasury Rulings. If the County and SEIU agree that these such an alternatives can be lawfully and administratively implemented, the County and SEIU shall have a limited re-opener of the MOU for the sole purpose of negotiating the change to the existing sick leave-to-VEBA benefit plan and 2012-2016 MOU's deferred compensation plan. In no event shall there be an increase to the maximum amount of sick leave, vacation, holiday and compensatory time that may be converted at retirement.

The Leave Allocation Committee will hold its first meeting no later than ninety (90) days following the approval of this MOU by the County Board of Supervisors. Reopener negotiations between the County and the Union will begin no later than six (6) months following the adoption of this MOU by the Board of Supervisors. The County will implement any alternative options agreed to by the parties no later than July 1, 2020. The parties can agree to extend this deadline by mutual agreement.

(RE#) Section 4. RUHS-Medical Center Registered Nursing Reclassification & Realignment

~~See Exhibit 6 attached.~~

~~Section [4]. RUHS Medical Center Registered Nursing Reclassification & Realignment~~

- A. Effective one pay period following the pay period in which broadband salary ranges are implemented for SEIU-represented classifications, employees in the classifications listed below, and working at the RUHS Medical Center or Community Health Clinics, shall be reclassified in accordance with the charts below. These reclassifications are exempt from the provisions and pay increase outlined in Article 6, Section 7 – Reclassification.

Registered Nurse Series

Current Job Title	Current Job Code	New Job Title (& Post-TTC)	New Job Code
REGISTERED NURSE I	74036	REGISTERED NURSE I - SPC-T3 (REGISTERED NURSE I – MC/CHC)	74039
REGISTERED NURSE I - SPC-T1	74037		
REGISTERED NURSE I - SPC-T2	74038		
REGISTERED NURSE I - SPC-T3	74039		
REGISTERED NURSE II	74040	REGISTERED NURSE II - SPC-T3 (REGISTERED NURSE II – MC/CHC)	74043
REGISTERED NURSE II - SPC-T1	74041		
REGISTERED NURSE II - SPC-T2	74042		
REGISTERED NURSE II - SPC-T3	74043		
REGISTERED NURSE III	74044	REGISTERED NURSE III - SPC-T3 (REGISTERED NURSE III – MC/CHC)	74047
REGISTERED NURSE III - SPC-T1	74045		
REGISTERED NURSE III - SPC-T2	74046		
REGISTERED NURSE III - SPC-T3	74047		
REGISTERED NURSE IV	74048	REGISTERED NURSE III - SPC-T3 (REGISTERED NURSE III – MC/CHC)	74047
REGISTERED NURSE IV - SPC-T1	74049		
REGISTERED NURSE IV - SPC-T2	74050		
REGISTERED NURSE IV - SPC-T3	74051		
REGISTERED NURSE V	74052	REGISTERED NURSE III - SPC-T3 (REGISTERED NURSE III – MC/CHC)	74047
REGISTERED NURSE V - SPC-T1	74053		
REGISTERED NURSE V - SPC-T2	74054		

REGISTERED NURSE V - SPC-T3	74055		
ASST NURSE MGR	74023	ASST NURSE MGR - SPC-T3 (ASST NURSE MGR – MC/CHC)	74026
ASST NURSE MGR - SPC-T1	74024		
ASST NURSE MGR - SPC-T2	74025		
ASST NURSE MGR - SPC-T3	74026		

Pre Hospital Liaison Nurse

Current Job Title	Current Job Code	New Job Title (& Post-TTC)	New Job Code
PRE HOSP LIAISON NURSE	73913	PRE HOSP LIAISON NURSE – SPC T1 (PRE HOSP LIAISON NURSE)	73913
PRE HOSP LIAISON NURSE – RCRMC	74034		
PRE HOSP LIAISON NURSE - SPC-T1	74035		

Nursing Education Instructor

Current Job Title	Current Job Code	New Job Title (& Post-TTC)	New Job Code
NURSING EDUCATION INSTRUCTOR	73941	NURSING ED INSTRUCTOR - SPC-T3 (NURSING EDUCATION INSTRUCTOR)	74029
NURSING ED INSTRUCTOR – RCRMC	74027		
NURSING ED INSTRUCTOR - SPC-T1	74028		
NURSING ED INSTRUCTOR - SPC-T3	74029		

As part of the consolidation of the registered nursing classifications above, and elimination of Specialty Tiers and Specialty Classifications, the salary schedule for the new consolidated classifications will be realigned. The pre-existing Specialty Tier III (SPC-T3) salary plan/grade for the Registered Nurse and Assistant Nurse Manager classifications shall be established as the salary plan/grade for the new consolidated classifications. The pre-existing Specialty Tier I (SPC-T1) salary plan/grade for the Pre-Hospital Liaison Nurse shall be established as the salary plan/grade for the new consolidated classification. Specialty Care and Critical Care premiums for the former Specialty Tiers and Specialty Classifications will no longer be included in the base rate of

pay after the restructure. Differentials for critical and specialty care will be paid separately from base pay rate in accordance with the terms of this MOU.

The salary placement of bargaining unit employees in the new classifications above shall be the dollar amount that, when added to the employee's new critical or specialty care differential, is equal to the base rate of pay held by the employee immediately prior to the reclassification.

The salary placement of bargaining unit employees in the new classifications above who have been at the top step of the salary range of their former classification for at least one (1) year or longer, shall be at the rate which is four percent (4%) higher than that paid on the range of the former position classification, where the new range is able to accommodate the increase. In which case, 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 salary placement of bargaining unit employees in the classifications above, who have not been at the top step of the salary range for at least one (1) year, shall be at their current rate of pay. The anniversary date shall not change for all other employees who were not at the top step of the salary range in their former classification for at least one year.-~~

~~Specialty Care and Critical Care premiums for the former Specialty Tiers and Specialty Classes will no longer be included in the base rate of pay after the restructure. Differentials for critical and specialty care will be paid separately from base pay rate in accordance with the terms of this MOU.~~

Employees in a Registered Nurse IV or V classification immediately prior to the effective date of the reclassification to Registered Nurse III will automatically be appointed as an Advanced Care RN I or II level, respectively, without additional application and continue under the same expectations required when classified as a Registered Nurse IV or V.

B. Series Consolidation and Technical Title Change.

Effective one pay period following the pay period in which broadband salary ranges are implemented for SEIU-represented classifications, the following classifications shall be technical title changed to reflect the consolidated specialty tiers.

Title Post-Restructure	New Title After Clean Up
Registered Nurse I – SPC-T3	Registered Nurse I – MC/CHC
Registered Nurse II – SPC-T3	Registered Nurse II – MC/CHC
Registered Nurse III – SPC-T3	Registered Nurse III – MC/CHC
Assistant Nurse Manager – SPC-T3	Assistant Nurse Manager – MC/CHC
Pre Hospital Liaison Nurse – SPC T1	Pre Hospital Liaison Nurse

Nursing Education Instructor – SPC-T3	Nursing Education Instructor
Nurse Practitioner I – RCRMC	Nurse Practitioner I – MC/CHC
Nurse Practitioner II – RCRMC	Nurse Practitioner II – MC/CHC
Nurse Practitioner III – RCRMC	Nurse Practitioner III – MC/CHC
Nurse Practitioner III – RCRMC SPC T1	Nurse Practitioner III – RCRMC SPC T1 (D)

C. Registered Nursing Salary Schedule Realignment.

As part of the consolidation of the registered nursing classifications and elimination of Specialty Tiers and Classes, the salary schedule for the new consolidated classifications will be realigned as set forth below as follows effective one pay period following the pay period in which broadband salary ranges are implemented for SEIU-represented classifications:

Registered Nurse Series:

The current Registered Nurse SPC-T3 Series shall be used as the new baseline classification for Registered Nurses and Assistant Nurse Managers assigned to the RUHS Medical Center or Community Health Clinics. This is an approximate 6.5% increase to the baseline Registered Nurse classification series.

Pre Hospital Liaison Nurse:

Current Annual	Proposed Annual
\$68,859 - \$128,236	\$81,942 - \$128,236

Salary Adjustment of approximately 11% to the minimum of the salary range.

Nursing Education Instructor:

Current Annual	Proposed Annual
\$65,721 - \$117,635	\$80,837 - \$117,635

Salary Adjustment of approximately 15% to the minimum of the salary range.

Health System Nurse Case Manager I:

Current Annual	Proposed Annual
\$66,101 - \$95,808	\$75,390 - \$101,077

Salary Adjustment of approximately 6% to the minimum of the salary range and approximately 5.5% to the maximum of the salary range.

Health System Nurse Case Manager II:

Current Annual	Proposed Annual
\$76,460 - \$110,874	\$80,988 - \$116,972

Salary Adjustment of approximately 5.5% to the maximum of the salary range.

Institutional Nurse:

Current Annual	Proposed Annual
\$71,059 - \$111,735	\$81,677 - \$113,437

Salary Adjustment of approximately 7% to the minimum of the salary range.

Senior Institutional Nurse:

Current Annual	Proposed Annual
\$61,679 - \$123,670	\$88,114 - \$123,670

Salary Adjustment of approximately 35% to the minimum of the salary range.

Supervising Institutional Nurse:

Current Annual	Proposed Annual
\$64,708 - \$133,206	\$96,579 - \$133,206

Salary Adjustment of approximately 41% to the minimum of the salary range.

- D. No Harm Clause. Notwithstanding the implementation of the reclassification and realignment of registered nursing classifications, no employee shall suffer a loss of compensation as exists on the day the reclassification and realignment is implemented.

If, as a result of reclassifying the registered nursing classifications and removing the specialty care, critical care, and advanced care differentials from the base salary of those classifications, the conversion to the differential-based model, reclassification and realignment, an employee experiences an actual loss in their normal base wages (base salary plus the specialty care, and critical care, or advanced care differentials) that would have otherwise not occurred had the existing model remained in place, the County and SEIU will immediately meet and confer to effectuate a remedy to address the employee's actual loss in their normal base wages (base salary plus specialty care, and critical care, or advanced care differentials). If, after meeting and conferring, the County and the Union are unable to agree on a remedy, the matter will be automatically submitted to final and binding arbitration pursuant to the grievance and arbitration procedure.

By the reclassification and uncoupling of specialty, critical care, and advanced care differentials from base salary, it is not the intention of the County to prevent the specialty, critical care, and advanced care differentials from being pensionable compensation under the Public Employees Retirement Law.

Any loss in pay due to a medical leave of absence or an unapproved absence shall not be covered under this no harm clause.

(Former Section 7.) Advanced Grade Recognition. Acceptance of imposed terms.
Payments eliminated.

(RE#) ARTICLE 28 – PARITY

Section 1. One-Time Parity Pool

Effective the first full pay period after July 1, 2021, a one-time, one-million dollar (\$1,000,000) parity pool will be established for the purpose of making market adjustments to the salary range of selected classifications. Registered nursing classifications at RUHS-MC and; RUHS-CHC and ~~Correctional Health Services~~ are excluded from participation in the parity pool. SEIU and the County may advance proposed classifications for market adjustments out of the parity pool. The County and SEIU will meet and confer on the process by which classifications are selected for study of parity adjustment. The County will utilize the standard Class & Comp market survey procedure and comparable jurisdiction.

Section 2. Salary Compaction

~~If during the term of this agreement, the maximum base salary of a supervisor's sy salary grade/plan for their classification shall be maintained at a minimum rate of is less than five and one-half percent (5.5%) of above the at maximum base salary for the classification held by a subordinate employee that is supervised by the supervisor, the employee or union may request a compaction evaluation according to this section. In comparing the maximum base salary of the supervisor's classification to that of the subordinate employee's classification, shift differentials, "DTR" adjustments, certification or licensure pay, overtime/stand-by/on-call pays, bi-lingual premiums, specialty assignment premiums, out-of-class pay, and similar exceptional premiums shall not be included in the base salary comparison. received by their highest paid subordinate classification.~~

~~Salary adjustments following the guidelines set forth in Section 2(A) and (B) shall be made to any supervisory classification that is determined to be compacted during the term of this agreement with the exception that such adjustments will become effective the first day of the pay period within sixty (60) days of the date the SEIU Compaction Evaluation Form was submitted to the County.~~

~~The Human Resources Department will review the compaction issue by first evaluating the reporting relationship of the supervisor to the subordinate(s) to ensure appropriate reporting relationships and proper class use. If Human Resources determines that reporting relationships are not appropriate, Human Resources will develop a remedy to correct the reporting structure and communicate the issue and intended remedy to SEIU. Upon request by the Union, Human Resources will meet and confer negotiate with SEIU on any proposed changes to negotiable subjects prior to making those proposed changes. The County shall not implement a remedy to correct the reporting relationship in an arbitrary or capricious manner in order to avoid adjusting the salary range of the supervisory classification.~~

At no time shall reductions in the hourly rates of pay or salary ranges in any subordinate classification result in any reductions in the hourly rates of pay or salary ranges of any employee in the Supervisory Unit.

~~A. Salary Adjustments due to Compaction. If it is determined that the reporting relationship between the supervisor's classification and the subordinate's classification is appropriate and that compaction exists, Human Resources and the union will meet and confer over salary adjustments to remedy the compaction. Supervisory classifications requiring salary adjustment due to compaction will be adjusted as follows: Supervisory classifications requiring salary adjustment due to compaction will be adjusted so that the deficiency of less than 5.5% in the maximum base salary of the supervisory classification is corrected.~~

~~C. Classifications with 0.01% – 2.70% compaction will have one (1) additional step added to the top of their salary ranges.~~

~~D. Classifications with 2.71 – 5.42% compaction will have two (2) additional steps added to the top of their salary ranges.~~

~~E.A. Classifications with greater than 5.42% compaction will have the overall percentage of compaction factored into a new salary range and have two (2) additional steps added to the top of their salary ranges.~~

~~B. Effective Date of Salary Adjustments. Incumbents of any supervisory classification that are at the maximum step of the salary range prior to any adjustments due to compaction shall receive the additional step increases added to their classification under salary adjustment (a) and (b) above to immediately return these tenured employees to the top step of the new salary range.~~

~~Incumbents of any supervisory classification that are not at the maximum step of the salary range prior to any adjustments due to compaction, but whose classification requires a new salary range established under the guidelines set forth in (c) above shall be compensated at their current step on the new salary range until their regularly scheduled step increase date and following the provisions for step advances set forth in Article 5 Section 1.~~

~~C.B. Prior Compaction Adjustments. The County shall not proactively review any prior remedies or salary adjustments granted pursuant to the 2012-2016 MOU compaction language or eliminate any prior remedy or salary adjustments made prior to the effective date of this MOU. No supervisory unit employee will suffer any reduction in their compensation as a result of this compaction article or any future compaction reviews.~~

(New) Section 3. Minimum Salary Market Adjustment

Effective the first full pay period after July 1, 2022, for those classifications identified by the County as having a minimum salary within their range that is below the market for

the minimum salary of comparable classifications among comparable jurisdictions, the minimum salary of the classification's range will be increased to equal the median of the minimum salary of the comparable market. If an employee's salary is less than the new minimum salary of the range for their classification at the beginning of the pay period in which the market adjustment is implemented, that employee's salary shall concurrently receive an increase to an amount that equals the new minimum salary for the classification's salary range and in which case the employee's anniversary date will be the first day of that same pay period.

Market adjustments under this section shall be not be paid from the one-time parity pool in Section 1 of Article 28.

(RE#) ARTICLE 29 – UNION RIGHTS

Section 6. Education and Training Release Time

The County agrees to release SEIU represented employees for Union related education and training activities not to exceed an aggregate total of ten (10) minutes per represented bargaining unit employee.

Effective May 1, 2022; the County agrees to increase the aggregate total to fifteen (15) minutes per represented bargaining unit employee.

Section 13 (NEW). No Retaliation

The parties agree that there will be no retaliation, reprisals, discharge, harassment of any kind, or discipline issued or pursued against bargaining unit employees as a result of participating in or supporting the parties' collective bargaining, the Joint Labor Management Committee, unfair labor practice charges or procedures, and/or other concerted activities.

NEW ARTICLE – FAIRNESS CLAUSE

If, during the term of this MOU, LIUNA is given a higher valued step increase, a COLA, flex benefit contribution, or additional payments by the County on behalf of employees for benefits that are not already granted in this MOU, SEIU shall be granted the identical increases, in the same fashion as afforded to LIUNA. SEIU agrees that this provision shall not apply to any classification and compensation changes made to LIUNA classifications as a result of the normal classification and compensation study processes conducted by the County.

This provision shall expire on a date that coincides with the expiration of this MOU.

NEW ARTICLE – RUHS LOW CENSUS STAFFING (MEDICAL CENTER ONLY)

~~If, De~~ Due to a low census in a critical care/specialty unit, RUHS may relieve **employees Registered Nurses and Surgical Techs** assigned to the unit from duty without pay in the following order: (1) RN's **and Surgical Techs** working an overtime shift; (2) volunteers; (3) per diems; (4) travelers; (5) RN's **and Surgical Techs** on regular shift **in inverse seniority order**. **Notwithstanding (5), each unit will maintain a list of RN's and Surgical Techs who have been relieved from duty due to low census and will rotate low census relief from duty among employees.** ~~Provided, however, that~~ RUHS may leave a traveler nurse on duty in a low census unit and instead release a RN on a regular shift in the same unit only if RUHS compensates the RN as if the employee worked their entire shift.

OTHER TERMS & CONDITIONS

ITEMS RETURN TO STATUS QUO (2012-2016 MOU)

Effective the first full pay period after ratification of this MOU by the Board of Supervisors, the following provisions will return to their status in the 2012-2016 MOU on a prospective basis:

<u>New 5</u>	<u>1(C)</u>	<u>Workweek/ Command Post</u>	<u>Deleted provision that employees assigned to Command Post shall receive a meal allowance of \$10.00 for each shift actually worked</u>
<u>New 5</u>	<u>3(J)</u>	<u>Workweek/ Premium Pay/ Bilingual Pay</u>	<u>Bilingual compensation will not be capped at 80 hours per pay period for each level</u>
<u>New 6</u>	<u>1(D)</u>	<u>Pay Practices/ Step Advance/ Denial of Step Increase</u>	<u>Revised language re: long leave of absence during rating period; delayed Perf. Eval.; HR to act promptly; removal of "step" with going to only salary ranges</u>
<u>New 6</u>	<u>2(A)</u>	<u>Pay Practices/ New Employees</u>	<u>Language returns to allow the department to advance all incumbents in a classification who are making less than a new employee person hired above the minimum salary in the range. who was given an advance step</u>
<u>New 6</u>	<u>7(D)</u>	<u>Pay Practices/ Reclassification</u>	<u>Language remains "first working day of a pay period"</u>
<u>New 6</u>	<u>8, 9, & 10</u>	<u>Pay Practices / Temporary Position, Conformance to Plan, Payroll</u>	

<u>New 8</u>	<u>1(E)(1)</u>	<u>Leave Provisions/ Sick Leave/ Payout of Sick Leave</u>	<u>Payout for Sick Leave at retirement will revert to 2012-2016 MOU language</u>
<u>New 8</u>	<u>1(E)(2)</u>	<u>Leave Provisions/ Sick Leave/ Payout of Sick Leave</u>	<u>Payout for Sick Leave at retirement will revert to 2012-2016 MOU language</u>
<u>New 8</u>	<u>3</u>	<u>Leave Provisions/ Fitness for Duty</u>	<u>Language and process reverts to 2012-2016 MOU</u>
<u>New 10</u>	<u>1(C)(2)</u>	<u>Holidays/ Paid Holidays/ Payment for the Holiday/ Not Working the Holiday</u>	<u>Clarified language that banking or being paid holiday time is "equal to the regularly scheduled workday"</u>
<u>New 10</u>	<u>1(C)(3)</u>	<u>Holidays/ Paid Holidays/ Payment for the Holiday/ Part-Time Employees</u>	<u>Changed holiday pay is paid based on their "regular rate" to "base hourly rate of pay" for the time actually worked</u>
<u>New 10</u>	<u>1(C)(5)</u>	<u>Holidays/ Paid Holidays/ Payment for the Holiday/ Special Provision</u>	<u>Reverts to status quo</u>
<u>New 12</u>	<u>2</u>	<u>Discipline, Dismissal, and Review/ Just Cause</u>	<u>Struck out language, "Q. Any other employee misconduct which is not on the above list" in LBFO; language will revert to 2012-2016 MOU</u>
<u>New 12</u>	<u>3</u>	<u>Discipline, Dismissal, and Review/ Suspension</u>	<u>Maintained 40 working day limit on the number of days an employee can be suspended</u>
<u>New 12</u>	<u>4</u>	<u>Discipline, Dismissal, and Review/ Reduction in Compensation</u>	<u>Maintained provision of 13 pay period limit on the number of pay periods an employee can have their pay reduced</u>
<u>New 12</u>	<u>5</u>	<u>Discipline, Dismissal, and Review/ Process of Review</u>	<u>Requires Board of Supervisors to establish a procedure to allow a disciplinary action to be reviewed to determine if the discipline was warranted.</u>
<u>New 13</u>	<u>6</u>	<u>Disciplinary Appeal Procedure/ Waiver</u>	<u>Union/employee must take action to advance appeal every 90 days or appeal is deemed withdrawn.</u>
<u>New 13</u>	<u>8(B)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Maintain negotiated list of 11 arbitrators.</u>
<u>New 15</u>	<u>6</u>	<u>Grievance Procedure/ Presentation</u>	<u>Grievances to be filed no later than 30 business days.</u>
<u>New 15</u>	<u>12</u>	<u>Grievance Procedure/ Extension of Time</u>	<u>Grievant, Union, or County may request an extension to timeframes in grievance procedure.</u>
<u>New 15</u>	<u>New 15</u>	<u>Grievance Procedure/ Limitation of Stale Grievances</u>	<u>Deleted language in LBFO/Terms and Conditions requiring parties to select an arbitrator within 10 business days and</u>

			<u>the grievance will be administratively closed if the Union fails to move the grievance</u>
<u>New 17</u>		<u>On-The-Job Injury or Illness</u>	<u>Language reverts back to 2012-2016 MOU</u>
<u>New 18</u>	<u>1(C)</u>	<u>Layoff and Reinstatement/ Definition of Department</u>	<u>"Department/District" remains in language</u>
<u>New 18</u>	<u>1(D)</u>	<u>Layoff and Reinstatement/ Definition of Department</u>	<u>"Provision" remains in language</u>
<u>New 18</u>	<u>2(A)</u>	<u>Layoff and Reinstatement/ Definition of Department</u>	<u>"Department/District" remains in language</u>
<u>New 18</u>	<u>2(B)</u>	<u>Layoff and Reinstatement/ Definition of Department</u>	<u>"Department/District" remains in language</u>
<u>New 18</u>	<u>2(D)</u>	<u>Layoff and Reinstatement/ Definition of Department</u>	<u>"Department/District" remains in language</u>
<u>New 18</u>	<u>2(E)</u>	<u>Layoff and Reinstatement/ Reduction in Force</u>	<u>Employee must request such transfer or demotion within seven (7) days of written notification of layoff by personal delivery or mailing of a certified letter. An employee who has accepted a demotion in lieu of layoff will be placed on the Departmental Reinstatement List and the Priority Referral List.</u>
<u>New 18</u>	<u>4</u>	<u>Layoff and Reinstatement/ Employment Counseling and Referral</u>	<u>Employees exercise their bump back rights are still eligible to be placed on the Priority Referral List</u>
<u>New 18</u>	<u>4(D)</u>	<u>Layoff and Reinstatement/ Employment Counseling and Referral</u>	<u>Language reverts to status quo 2012-2016 MOU.</u>
<u>New 18</u>	<u>4(E)</u>	<u>Layoff and Reinstatement/ Employment Counseling and Referral</u>	<u>Language reverts to status quo 2012-2016 MOU</u>
<u>New 18</u>	<u>5(D)(5)</u>	<u>Layoff and Reinstatement/ Departmental Reinstatement List</u>	<u>Retirement language regarding CalPERS will remain in MOU.</u>
<u>New 18</u>	<u>6(A)(4)</u>	<u>"Layoff and Reinstatement/ Re-employment"</u>	<u>Retirement language regarding CalPERS will remain in MOU.</u>
<u>New 18</u>	<u>6(B)</u>	<u>"Layoff and Reinstatement/ Re-employment"</u>	<u>SEIU vacancies will be offered first to employees on referral list.</u>
<u>New 20</u>	<u>1(B)</u>	<u>Voluntary Time Bank/ Catastrophic Time Bank</u>	<u>Catastrophic Illness or Injury defined as extended period of illness as specified in 2012-2016 MOU.</u>
<u>New 20</u>	<u>1(C)(2)</u>	<u>Voluntary Time Bank/ Catastrophic Time Bank</u>	<u>Department Head or designee may request the establishment of a time bank.</u>

<u>New 20</u>	<u>1(C)(3)</u>	<u>Voluntary Time Bank/ Catastrophic Time Bank</u>	<u>Department Head or designee may contact employee to determine if he/she will benefit from a time bank.</u>
<u>New 22</u>		<u>Alcohol and Drug Abuse Policy</u>	<u>C-10 policy will remain in MOU.</u>
<u>New 24</u>	<u>1(F)</u>	<u>Benefit Program/ Flexible Benefit Contributions</u>	<u>Section Title: "Cash Back of Flex Benefits Contributions" stays in provision</u>
<u>New 26</u>	<u>1</u>	<u>Retirement/ SEIU National Industry Pension Fund (NIPF)</u>	<u>Reference to SEIU fund will remain in MOU.</u>
<u>New 26</u> <u>New 26</u>	<u>2(D)</u>	<u>Retirement/ Public Employees' Retirement System (PERS)/ Purchase of Military Leave Credit</u>	<u>Reference to PERL will remain in MOU.</u>
<u>New 26</u>	<u>2(E)</u>	<u>Retirement/ Public Employees' Retirement System (PERS)/ Purchase of Military Leave Credit</u>	<u>Reference to PERL will remain in MOU.</u>
<u>New 30</u>	<u>2</u>	<u>Compensation/ Retention Bonus</u>	<u>"Command Post" and "Sheriff Communications" retention bonus still remain in effect.</u>
<u>New 32</u>	<u>1</u>	<u>Union Rights/ Release Time</u>	<u>Added language County withdraws proposal that union must request release time using a "Release Time Form"; Deleted language that the County would provide SEIU with a member list in January and July of every year</u>
<u>New 33</u>	<u>6</u>	<u>Union Rights/ Education and Training Release Time</u>	<u>Agreed to 10 mins/employee and 15 in 2023</u>

Language Clean-Up ItemsLANGUAGE CLEAN-UP ITEMS

<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "ADA"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "Arbitration"</u>

<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Modified definition of "Continuous Service" - Clarified continuous service is based on service not interrupted by resignation, discharge, or retirement</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Modified definition of "Demotion" - Changed "Salary Range" to "Salary Plan/Grade"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "Discrimination Complaint"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "Employee"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "FEHA"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "First Step"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "IRS"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "MOU"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "Neutral"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Added definition of "Paid Status"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Modified definition of "Part time" - Added (-) to "part-time"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "Pay Period"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "PERB"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "PERS or CalPERS"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Modified definition of "Permanent Employee" - Removed "or seasonal"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "Post Employment Program"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Modified definition of "Probationary Employee" - Clarified definition</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Modified definition of "Promotion" - Changed "Salary Range" to "Salary Plan/Grade"</u>

<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "RCRMC"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Modified definition of "Reclassification" - Changed "Salary Range" to "Salary Plan/Grade"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Modified definition of "Regular Position" - Deleted "seasonal" and modified "Ordinance 440" to "Salary Ordinance No. 440"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "Seasonal Employee"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "Second Step"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Deleted definition of "Temporary Employee"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Modified definition of "Transfer" - Changed "Salary Range" to "Salary Plan/Grade"</u>
<u>N/A</u>	<u>N/A</u>	<u>Definitions</u>	<u>Modified definition of "Working Day" - Clarified definition</u>
<u>1</u>	<u>2</u>	<u>Term/Successor Agreement</u>	<u>Modified from "SEIU to "either party" can request to commence negotiations no more than "six months" prior to the expiration of the MOU.</u>
<u>2</u>	<u>-</u>	<u>Recognition</u>	<u>Modified "Regular" to "regular" and deleted "seasonal"</u> <u>Added language to include MOU applies to all recognized classifications</u>
<u>3</u>	<u>A</u>	<u>Full Understanding, Modification and Waiver</u>	<u>Deletion of paragraph referencing Salary Ordinance 440 language</u>
<u>3</u>	<u>B</u>	<u>Full Understanding, Modification and Waiver</u>	<u>Changed "management" to "county"</u>
<u>3</u>	<u>B</u>	<u>Full Understanding, Modification and Waiver</u>	<u>Defined when SEIU would be notified of an emergency</u>
<u>3</u>	<u>D</u>	<u>Full Understanding, Modification and Waiver</u>	<u>Added the word "the" before Board of Supervisors.</u>
<u>New 5</u>	<u>1(C)</u>	<u>Workweek/ Command Post</u>	<u>Modified "on-call" to "standby"</u>
<u>New 5</u>	<u>1(C)</u>	<u>Workweek/ Command Post</u>	<u>Assignment to Command Post - Changed "Department/district head or his/her designee" to "department head or designee"</u>

<u>New 5</u>	<u>2(A)(1)</u>	<u>Workweek/ Overtime</u>	<u>Fire/Sheriff Classifications:</u> <u>Clarified that overtime is paid at one and one-half times the "base rate of pay"</u>
<u>New 5</u>	<u>(2)(A)(2)</u>	<u>Workweek/ Overtime</u>	<u>Transportation Classifications:</u> <u>Clarified that overtime is paid at one and one-half times the "base rate of pay"</u>
<u>New 5</u>	<u>2(C)</u>	<u>Workweek/ Overtime/ Double Time</u>	<u>Clarified that double time is paid at one and one-half times the "base rate of pay"</u>
<u>New 5</u>	<u>2(D)</u>	<u>Workweek/ Overtime/ Authorization for Overtime</u>	<u>County added overtime cap not to exceed 16 hours per day</u>
<u>New 5</u>	<u>2(E)</u>	<u>Workweek/ Overtime/ Departmental Records</u>	<u>Deleted language that allows the County to keep time on a negative basis.</u>
<u>New 5</u>	<u>2(E)</u>	<u>Workweek/ Overtime/ Reporting and Calculation</u>	<u>Change "Auditor" to "County Auditor-Controller's Office"</u>
<u>New 5</u>	<u>2(F)</u>	<u>Workweek/ Overtime/ Compensation for Overtime</u>	<u>Added language to clarify that accumulated overtime will be paid at the employee's base rate of pay at the time of termination</u>
<u>New 5</u>	<u>2(G)</u>	<u>Workweek/ Overtime/ Limitation on Overtime</u>	<u>The County proposed language to limit compensatory time worked on reimbursable (Grant funded) overtime</u>
<u>New 5</u>	<u>2(H)</u>	<u>Workweek/ Overtime/ Benefits not affected by Overtime</u>	<u>Deleted language, "Where overtime results from necessary irregular work schedules, it may be included in computing the minimum time for salary step advance which would otherwise be delayed beyond the normal period."</u>
<u>New 5</u>	<u>2(I)</u>	<u>Workweek/ Overtime/ Payment of Comp Time</u>	<u>Modified provision to include all RUHS facilities</u>
<u>New 5</u>	<u>2(J)</u>	<u>Workweek/ Overtime/ Declared Natural Disaster</u>	<u>Deleted the word "natural" to broaden the provision to any declared disaster.</u>
<u>New 5</u>	<u>3</u>	<u>Workweek/ Premium Pay</u>	<u>Added language to clarify that premium pay is based on hours actually worked</u>
<u>New 5</u>	<u>3(A)</u>	<u>Workweek/ Premium Pay/ Standby</u>	<u>Language modified per side letter. Clarified requirements for standby.</u>

<u>New 5</u>	<u>33(A)(1)</u>	<u>Workweek/ Premium Pay/ Standby/ DPSS</u>	<u>Clarified that standby pay is paid at the base rate of pay.</u>
<u>New 5</u>	<u>3(A)(2)</u>	<u>Workweek/ Premium Pay/ Standby/ Enhanced Standby Rate</u>	<u>Changed the word "on-call" to "standby"</u>
<u>New 5</u>	<u>3(B)(1)</u>	<u>Workweek/ Premium Pay/ Call-Back</u>	<u>Clarified language for physical call back</u>
<u>New 5</u>	<u>3(B)(1)</u>	<u>Workweek/ Premium Pay/ Call-Back</u>	<u>Added language for remote call-back</u>
<u>New 5</u>	<u>3(B)</u>	<u>Workweek/Premium Pay/Call-Back</u>	<u>Box of exceptions under Call-Back Work: Removed Children's Social Services & replaced with SS Practitioner; CRMS to RUHS</u>
<u>New 5</u>	<u>3(B)(2)</u>	<u>Workweek/ Premium Pay/ Call-Back</u>	<u>Sheriff Court Call-Back. Moved language from standby section</u>
<u>New 5</u>	<u>3(C)(1)</u>	<u>Workweek/ Premium Pay/ Shift Differential</u>	<u>Delete paragraph regarding classes not eligible for shift differentials: Physician I, II, III; Psychiatrist I, II, III (Not represented by SEIU)</u>
<u>New 5</u>	<u>3(C)</u>	<u>Workweek/ Premium Pay/ Exemptions from Overtime, Standby</u>	<u>Deleted Provision (follow FLSA rules)</u>
<u>New 5</u>	<u>3(D)(6)</u>	<u>Workweek/ Premium Pay/ Adult Correctional Differential</u>	<u>Added Provision of \$1.00 - \$3.00 per hours for actual hours worked at a correctional facility (side letter).</u>
<u>New 5</u>	<u>3(D)(6)</u>	<u>Workweek/ Premium Pay/ Adult Correctional Float Differential</u>	<u>Added Provision of \$1.00 per hour for who are temporarily assigned to a correctional facility (side letter).</u>
<u>New 5</u>	<u>3(G)</u>	<u>Workweek/ Premium Pay/ Extra Shift Assignment Physician I-IV</u>	<u>Added provision per side letter (identifies requirements for extra shift) Side Letter</u>
<u>New 5</u>	<u>3(H)</u>	<u>Workweek/ Premium Pay/ Overnight Shift Physician I-IV</u>	<u>Added provision per side letter (\$300.00 premium for 6 hours between 9:00 p.m. and 9:00 a.m.) Side Letter</u>
<u>New 5</u>	<u>3(I)</u>	<u>Workweek/ Premium Pay/ RUHS Incentive Physician I-IV</u>	<u>Added provision per side letter (annual premium of up to \$50,000 based on performance). Side Letter</u>
<u>New 5</u>	<u>3(K)</u>	<u>Workweek/ Premium Pay/ Psychiatrist-Mental Health Program</u>	<u>Deleted provision as it is not utilized</u>

<u>New 5</u>	<u>3(M)</u>	<u>Workweek/ Premium Pay/ Female Prisoner Search</u>	<u>Deleted provision as it is not utilized</u>
<u>New 5</u>	<u>3(O)</u>	<u>Workweek/ Premium Pay/ Hazardous Materials Management</u>	<u>Side Letter. Changed class title from "Hazardous Materials Management" to "Environmental Health Specialist"</u>
<u>New 5</u>	<u>3(R)</u>	<u>Workweek/ Premium Pay/ Regional Park</u>	<u>Deleted "hired prior to May 7, 1998"</u>
<u>New 5</u>	<u>3(S)</u>	<u>Workweek/ Premium Pay/ Certification Differential</u>	<u>Changed "District Management" to "County"</u>
<u>New 6</u>	<u>7(C)</u>	<u>Pay Practices/ Reclassification</u>	<u>Changed "salary range" to "salary plan/grade"</u>
<u>New 6</u>	<u>7(D)</u>	<u>Pay Practices/ Reclassification</u>	<u>Changed "first working day of a pay period" to "first day of a pay period"</u>
<u>New 6</u>	<u>8, 9, & 10</u>	<u>Pay Practices / Temporary Position, Conformance to Plan, Payroll</u>	<u>No Changes to Sections 8 and 9; Remove section on Payroll</u>
<u>New 7</u>	<u>2</u>	<u>General Personnel Provisions/ No Smoking Policy</u>	<u>Deleted provision as this is a Board Policy and not a negotiated issue</u>
<u>New 7</u>	<u>4</u>	<u>General Personnel Provisions/ Merit Systems</u>	<u>Added computerized testing as a selection tool.</u>
<u>New 8</u>	<u>1(A)(1)</u>	<u>Leave Provisions/ Sick Leave/ Accrual</u>	<u>Added language that sick leave accrual is "based on regular hours worked"</u>
<u>New 8</u>	<u>1(D)</u>	<u>Leave Provisions/ Sick Leave/ Reason for Usage</u>	<u>Added language that sick leave can be used as defined under applicable law, and shall be permitted up to the minimum establishment of the law</u>
<u>New 8</u>	<u>1(E)</u>	<u>Leave Provisions/ Sick Leave/ Payout of Sick Leave</u>	<u>Added language to clarify current practice that unused accumulated sick leave balances are forfeited in the even an employee terminates employment</u>
<u>New 8</u>	<u>2</u>	<u>Leave Provisions/ Bereavement Leave</u>	<u>Modified language from "active status" to "paid status" to be eligible for bereavement; added guardian or foster parent</u>
<u>New 8</u>	<u>4(D)(1)</u>	<u>Leave Provisions/ Official Leave of Absence/ Department Leave</u>	<u>Clarifies that departments can approve leave up to 480 hours in "a rolling backwards 12-month period"</u>

<u>New 8</u>	<u>4(D)(2)</u>	<u>Leave Provisions/ Official Leave of Absence/ Leave of Absence Exceeding 480 Hours</u>	<u>Deleted language "but not exceeding one year"</u>
<u>New 8</u>	<u>5</u>	<u>Leave Provisions/ Military Leave</u>	<u>Deleted provision; follow law</u>
<u>New 8</u>	<u>6</u>	<u>Leave Provisions/ Jury Duty</u>	<u>Added language which clarifies that county's current practice</u>
<u>New 8</u>	<u>7</u>	<u>Leave Provisions/ Air Pollution Emergency</u>	<u>Deleted provision as it is not utilized</u>
<u>New 8</u>	<u>8(A)</u>	<u>Leave Provisions/ Abandonment</u>	<u>Added language "employees are responsible for ensuring the County has the employee's correct contact information..."</u>
<u>New 9</u>	<u>1(A)</u>	<u>Vacation/ Accrual</u>	<u>Changed timeframe from "Zero through 3 years in a payroll status, 80 hours (10 days)" to "Zero through the third year in a paid status; up to 80 hours per year"</u>
<u>New 9</u>	<u>1(A)</u>	<u>Vacation/ Accrual</u>	<u>Changed timeframe from "Years 4 through 9 in a payroll status, 120 hours (15 days)" to "Year 4 through the ninth year in a paid status; up to 120 hours per year"</u>
<u>New 9</u>	<u>1(A)</u>	<u>Vacation/ Accrual</u>	<u>Changed timeframe from "Years 10 or more in a payroll status, 160 hours (20 days)" to "Year 10 or more in a paid status; up to 160 hours per year"</u>
<u>New 9</u>	<u>1(A)</u>	<u>Vacation/ Accrual</u>	<u>Clarified language that no vacation time shall be taken for a period exceeding the maximum accumulated "hours accrued at the time of the request"</u>
<u>New 9</u>	<u>1(B)</u>	<u>Vacation/ Vacation Pay upon Termination</u>	<u>Changed "person" to "employee" and "termination" to "separation"</u>
<u>New 9</u>	<u>1(C)</u>	<u>Vacation/ Exclusions</u>	<u>Deleted "temporary employees" from provision as these employees are not represented by SEIU</u>
<u>New 9</u>	<u>1(D)</u>	<u>Vacation/ Additional Compensation</u>	<u>Added clarifying language of that the vacation period begins when vacation leave starts until the time the employee actually</u>

			<u>reports to work for their regular shift</u>
<u>New 9</u>	<u>1(E)</u>	<u>Vacation/ Part-Time Employees</u>	<u>Clarified language that vacation hour accruals is based on hours actual hours worked</u>
<u>New 9</u>	<u>1(F)</u>	<u>Vacation/ Prior County Service</u>	<u>Changed "Board of Supervisors" to "Human Resources Director"</u>
<u>New 10</u>	<u>1(B)(3)</u>	<u>Holidays/ Paid Holidays/ Qualifying Factors</u>	<u>Deleted provision that states that employees whose separation date is prior to the holiday will not be paid for the holiday</u>
<u>New 10</u>	<u>1(B)(4)</u>	<u>Holidays/ Paid Holidays/ Qualifying Factors</u>	<u>Changed "employee who is on a leave of absence without pay" to "employee who is in an unpaid status" will not be paid the holiday</u>
<u>New 10</u>	<u>1(C) (1)</u>	<u>Holidays/ Paid Holidays/ Payment for the Holiday/ Working the Holiday</u>	<u>Changed holiday pay is paid based on their "regular rate" to "base hourly rate of pay" for the time actually worked</u>
<u>New 10</u>	<u>1(C) (4)</u>	<u>Holidays/ Paid Holidays/ Payment for the Holiday/ Limitations</u>	<u>Deleted Provision (provision refers to RN-PB classifications which are no longer utilized)</u>
<u>New 10</u>	<u>1(C) (5)</u>	<u>Holidays/ Paid Holidays/ Payment for the Holiday/ Scheduling Holiday Compensatory Time Off</u>	<u>Changed "Holiday Compensatory Time Off" to "Banked Holiday Time Off"</u>
<u>New 11</u>	<u>1</u>	<u>Reimbursement Programs/ Living Quarter, Meals, or Laundry Service</u>	<u>Added language "no person shall receive maintenance at any institution unless on duty at such institution"</u>
<u>New 11</u>	<u>3</u>	<u>Reimbursement Programs/ General Provisions</u>	<u>Deleted "departments, district, and institutions"</u>
<u>New 11</u>	<u>4</u>	<u>Reimbursement Programs/ Moving Expenses</u>	<u>Changed "department/district head" to "department head"</u>
<u>New 11</u>	<u>5(A)(1)</u>	<u>Reimbursement Programs/ Education for Continued Licensing/ Tuition & Registration Fees</u>	<u>Changed "eligible employees" to "clinical staff" and changed "appointing authority" to "department head"</u>
<u>New 11</u>	<u>5(A) Old(4)</u>	<u>Reimbursement Programs/ Education for Continued Licensing/ Tuition & Registration Fees</u>	<u>Deleted provision (reimbursement of certain RUHS classifications for tuition and registration fees)</u>

<u>New 11</u>	<u>5(A) Old(5)</u>	<u>Reimbursement Programs/ Education for Continued Licensing/ Tuition & Registration Fees</u>	<u>Deleted provision (allows additional time for employees working in certain desert locations)</u>
<u>New 11</u>	<u>5(A) New(5)</u>	<u>Reimbursement Programs/ Education for Continued Licensing/ Tuition & Registration Fees</u>	<u>Changed "appointing authority" to "department head"</u>
<u>New 11New 11</u>	<u>5(C)5(A) New(10)</u>	<u>Reimbursement Programs/ ProcedureReimbursement Programs/ Education for Continued Licensing/ Tuition & Registration Fees</u>	<u>Changed "appointing authority" to "department head"NEW 8/29/19: County proposes to add: "10. Registered Nurses who obtain a National Certification from the ANCC in the specialty in which the employee is currently assigned shall be eligible for reimbursement of the costs for testing materials and fees up to a maximum of \$500. Only one ANCC National Certification in the area of the employee's assigned speciality is eligible for reimbursement."</u>
<u>New 11New 11</u>	<u>5(D)5(G)</u>	<u>Reimbursement Programs/ Registered NursesReimbursement Programs/ Procedure</u>	<u>Deleted "R.N.'s shall commence their two (2) year time period under this MOU upon the next renewal of their license, on or subsequent to August 20, 1992"Changed "appointing authority" to "department head"</u>
<u>New 11New 11</u>	<u>5(E)5(D)</u>	<u>Reimbursement Programs/ Physician AssistantsReimbursement Programs/ Registered Nurses</u>	<u>Deleted provision that "the county shall pay the cost of mandatory courses offered by the HSA"Deleted "R.N.'s shall commence their two (2) year time period under this MOU upon the next renewal of their license, on or subsequto August 20, 1992"</u>
<u>New 11New 11</u>	<u>5(F)5(E)</u>	<u>Reimbursement Programs/ Mobile Intensive Care Nurse (MICN)Reimbursement Programs/ Physician Assistants</u>	<u>Added requirements for taking the courseDeleted provision that "the county shall pay the cost of mandatory courses offered by the HSA"</u>

<u>New 11</u> <u>New 11</u>	<u>65(F)</u>	<u>Reimbursement Programs/ Reimbursement for Employee Training-Board Policy C-7</u> <u>Reimbursement Programs/ Mobile Intensive Care Nurse (MICN)</u>	<u>Deleted provision (the provision doesn't change the board policy, therefore, the provision is not required)</u> <u>Added requirements for taking the course</u>
<u>New 11</u> <u>New 11</u>	<u>76</u>	<u>Reimbursement Programs/ Registered Environmental Health Specialists</u> <u>Reimbursement Programs/ Reimbursement for Employee Training-Board Policy C-7</u>	<u>Changed "Registered Environmental Health Specialists" to "Environmental Health Specialists"</u> <u>Deleted provision (the provision doesn't change the board policy, therefore, the provision is not required)</u>
<u>New 12</u> <u>New 11</u>	<u>27</u>	<u>Discipline, Dismissal, and Review/ Just Cause</u> <u>Reimbursement Programs/ Registered Environmental Health Specialists</u>	<u>Added language, "employees may not use leave accruals to make whole or reduce any loss in compensation while serving disciplinary action"</u> <u>Changed "Registered Environmental Health Specialists" to "Environmental Health Specialists"</u>
<u>New 13</u> <u>New 12</u>	<u>12</u>	<u>Disciplinary Appeal Procedure/ General</u> <u>Discipline, Dismissal, and Review/ Just Cause</u>	<u>Added language "employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers"</u> <u>Added language, "employees may not use leave accruals to make whole or reduce any loss in compensation while serving disciplinary action"</u>
<u>New 13</u> <u>New 13</u>	<u>1(B)4</u>	<u>Disciplinary Appeal Procedure/ General</u> <u>Disciplinary Appeal Procedure/ General</u>	<u>Changed "department/district head or a designated subordinate" to "department head or designee"</u> <u>Added language "employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers"</u>
<u>New 13</u> <u>New 13</u>	<u>1(C)4(B)</u>	<u>Disciplinary Appeal Procedure/</u>	<u>Changed "department/district" to "department" and "Ordinance No. 440" to "Salary Ordinance"</u>

		<u>General Disciplinary Appeal Procedure/ General</u>	No. 440"Changed "department/district head or a designated subordinate" to "department head or designee"
<u>New 13New 13</u>	<u>1(D)1(G)</u>	<u>Disciplinary Appeal Procedure/ General Disciplinary Appeal Procedure/ General</u>	Changed "Human Resources Director or designee" to "Human Resources Director" and changed "designated subordinate" to "designee" Changed "department/district" to "department" and "Ordinance No. 440" to "Salary Ordinance No. 440"
<u>New 13New 13</u>	<u>21(D)</u>	<u>Disciplinary Appeal Procedure/ Involuntary Leave of Absence Disciplinary Appeal Procedure/ General</u>	Changed the leave of absence (admin leave) from "15 working days" to "60 calendar days" Changed "Human Resources Director or designee" to "Human Resources Director" and changed "designated subordinate" to "designee"
<u>New 13New 13</u>	<u>4(A)2</u>	<u>Disciplinary Appeal Procedure/ Amended Notice of Disciplinary Action Disciplinary Appeal Procedure/ Involuntary Leave of Absence</u>	Changed "department/district" to "department" Changed the leave of absence (admin leave) from "15 working days" to "60 calendar days"
<u>New 13New 13</u>	<u>4(B)4(A)</u>	<u>Disciplinary Appeal Procedure/ Amended Notice of Disciplinary Action Disciplinary Appeal Procedure/ Amended Notice of Disciplinary Action</u>	Added minor language to provision: "i.e., second Skelly" Changed "department/district" to "department"
<u>New 13New 13</u>	<u>7(A)(1)4 (B)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline Disciplinary Appeal Procedure/ Amended Notice of Disciplinary Action</u>	Changed "State Conciliation Service" to "State Mediation and Conciliation Service" and changed "neutral" to "arbitrator" Added minor language to provision: "i.e., second Skelly"
<u>New 13New 13</u>	<u>7(A)(2)7 (A)(1)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline Disciplinary</u>	Changed "department/district head" to "department head" Changed "State Conciliation Service" to "State

		<u>Appeal Procedure/ Hearing Procedure-Minor Discipline</u>	<u>Mediation and Conciliation Service" and changed "neutral" to "arbitrator"</u>
<u>New 13New 13</u>	<u>7(A)(3)7 (A)(2)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline</u>	<u>Changed "neutral" to "arbitrator"</u> <u>Changed "department/district head" to "department head"</u>
<u>New 13New 13</u>	<u>7(A)(4)7 (A)(3)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline</u>	<u>Changed "neutral" to "arbitrator"</u> <u>Changed "neutral" to "arbitrator"</u>
<u>New 13New 13</u>	<u>7(A)(5)7 (A)(4)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline</u>	<u>Changed "neutral" to "arbitrator" and changed "working days" to "business days"</u> <u>Changed "neutral" to "arbitrator"</u>
<u>New 13New 13</u>	<u>7(A)(6)7 (A)(5)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline</u>	<u>Changed "neutral" to "arbitrator"</u> <u>Changed "neutral" to "arbitrator" and changed "working days" to "business days"</u>
<u>New 13New 13</u>	<u>7(A)(7)7 (A)(6)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline</u>	<u>Changed "neutral" to "arbitrator"; deleted language that employees are not responsible for paying a \$250 deposit if not being represented by SEIU and added language that SEIU is not responsible for the cost of arbitration if an employees elects SEIU not to represent them.</u> <u>Changed "neutral" to "arbitrator"</u>
<u>New 13New 13</u>	<u>8(C)7(A) (7)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Minor Discipline</u>	<u>Changed "neutral" to "arbitrator"</u> <u>Changed "neutral" to "arbitrator"; deleted language that employees are not responsible for paying a \$250 deposit if not being represented by SEIU and added language that SEIU is not responsible for the cost of</u>

			<u>arbitration if an employees elects SEIU not to represent them.</u>
<u>New 13New 13</u>	<u>8(D)8(G)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "department/district head" to "department head"</u> <u>Changed "neutral" to "arbitrator"</u>
<u>New 13New 13</u>	<u>8(E)8(D)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "neutral" to "arbitrator"</u> <u>Changed "department/district head" to "department head"</u>
<u>New 13New 13</u>	<u>8(F)8(E)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "department/district head" to "department head"</u> <u>Changed "neutral" to "arbitrator"</u>
<u>New 13New 13</u>	<u>8(G)8(F)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "neutral" to "arbitrator"</u> <u>Changed "department/district head" to "department head"</u>
<u>New 13New 13</u>	<u>8(I)8(G)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "neutral" to "arbitrator"</u> <u>Changed "neutral" to "arbitrator"</u>
<u>New 13New 13</u>	<u>8(I)(1)8(I)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "neutral" to "arbitrator"</u> <u>Changed "neutral" to "arbitrator"</u>
<u>New 13New 13</u>	<u>8(I)(2)8(I)</u> <u>(1)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u> <u>Disciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "neutral" to "arbitrator"</u> <u>Changed "neutral" to "arbitrator"</u>

<u>New 13New 13</u>	<u>8(1)(3)8(+ (2)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major DisciplineDisciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "neutral" to "arbitrator" and added language "restoration of retirement benefits is limited to that allowed by CalPERS regulations"Changed "neutral" to "arbitrator"</u>
<u>New 13New 13</u>	<u>8(1)(4)8(+ (3)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major DisciplineDisciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "neutral" to "arbitrator" Changed "neutral" to "arbitrator" and added language "restoration of retirement benefits is limited to that allowed by CalPERS regulations"</u>
<u>New 13New 13</u>	<u>8(1)(5)8(+ (4)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major DisciplineDisciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "neutral" to "arbitrator" and added language "restoration of retirement benefits is limited to that allowed by CalPERS regulations"Changed "neutral" to "arbitrator"</u>
<u>New 13New 13</u>	<u>8(1)(6)8(+ (5)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major DisciplineDisciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "County/District" to "County" Changed "neutral" to "arbitrator" and added language "restoration of retirement benefits is limited to that allowed by CalPERS regulations"</u>
<u>New 13New 13</u>	<u>8(1)(8)8(+ (6)</u>	<u>Disciplinary Appeal Procedure/ Hearing Procedure-Major DisciplineDisciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "neutral" to "arbitrator" Changed "County/District" to "County"</u>
<u>New 13New 13</u>	<u>9(G)8(1)(8)</u>	<u>Disciplinary Appeal Procedure/ Evidence and Procedures Applicable to All HearingsDisciplinary Appeal Procedure/ Hearing Procedure-Major Discipline</u>	<u>Changed "department/district head" to "department head"Changed "neutral" to "arbitrator"</u>
<u>New 13New 13</u>	<u>9(1)9(G)</u>	<u>Disciplinary Appeal Procedure/ Evidence and Procedures Applicable to All HearingsDisciplinary Appeal Procedure/ Evidence and Procedures Applicable to All Hearings</u>	<u>Changed "Memorandum" to "MOU" and "neutral" to "arbitrator" Changed "department/district head" to "department head"</u>
<u>New 15New 13</u>	<u>14(A)9(+)</u>	<u>Grievance Procedure/ StepsDisciplinary Appeal Procedure/ Evidence and</u>	<u>Changed "working days" to "business days" Changed</u>

		<u>Procedures Applicable to All Hearings</u>	<u>"Memorandum" to "MOU" and "neutral" to "arbitrator"</u>
<u>New 15</u> <u>New 15</u>	<u>14(B)14(A)</u>	<u>Grievance Procedure/Steps</u> <u>Grievance Procedure/Steps</u>	Changed <u>"working days" to "business days" and "department/district head" to "department head"</u> Changed <u>"working days" to "business days"</u>
<u>New 15</u> <u>New 15</u>	<u>14(C)14(B)</u>	<u>Grievance Procedure/Steps</u> <u>Grievance Procedure/Steps</u>	Changed <u>"working days" to "business days" and "department/district head" to "department head"</u> Changed <u>"working days" to "business days" and "department/district head" to "department head"</u>
<u>New 15</u> <u>New 15</u>	<u>14(D)14(G)</u>	<u>Grievance Procedure/Steps</u> <u>Grievance Procedure/Steps</u>	Changed <u>"working days" to "business days" and "grievant" to "Union"</u> Changed <u>"working days" to "business days" and "department/district head" to "department head"</u>
<u>New 16</u> <u>New 15</u>	<u>14(D)</u>	<u>Anti-Strike Clause</u> <u>Grievance Procedure/Steps</u>	Changed <u>"SEIU" to "Union"; added "sympathy strike"</u> Changed <u>"working days" to "business days" and "grievant" to "Union"</u>
<u>New 18</u> <u>New 16</u>	<u>1(A)</u>	<u>Layoff and Reinstatement/ Seniority</u> <u>Anti-Strike Clause</u>	Added language that <u>time off due to low census will not count against an employee's length of service with the County</u> Changed <u>"SEIU" to "Union"; added "sympathy strike"</u>
<u>New 18</u> <u>New 18</u>	<u>1(B)1(A)</u>	<u>Layoff and Reinstatement/ Definition of Department</u> <u>Layoff and Reinstatement/ Seniority</u>	Defined <u>"agencies"</u> Added language that <u>time off due to low census will not count against an employee's length of service with the County</u>
<u>New 18</u> <u>New 18</u>	<u>1(C)1(B)</u>	<u>Layoff and Reinstatement/ Definition of Department</u> <u>Layoff and Reinstatement/ Definition of Department</u>	Changed <u>"department/district" to "department"</u> Defined <u>"agencies"</u>
<u>New 18</u> <u>New 18</u>	<u>1(D)1(G)</u>	<u>Layoff and Reinstatement/ Definition of Department</u> <u>Layoff and</u>	Changed <u>"procedure" to "provision"</u> Changed

		<u>Reinstatement/ Definition of Department</u>	<u>"department/district" to "department"</u>
<u>New 18New 18</u>	<u>2(A)1(D)</u>	<u>Layoff and Reinstatement/ Reduction in ForceLayoff and Reinstatement/ Definition of Department</u>	<u>Changed "department/district" to "department"Changed "procedure" to "provision"</u>
<u>New 18New 18</u>	<u>2(B)2(A)</u>	<u>Layoff and Reinstatement/ Reduction in ForceLayoff and Reinstatement/ Reduction in Force</u>	<u>Changed "department/district" to "department"Changed "department/district" to "department"</u>
<u>New 18New 18</u>	<u>2(D)2(B)</u>	<u>Layoff and Reinstatement/ Reduction in ForceLayoff and Reinstatement/ Reduction in Force</u>	<u>Changed "department/district" to "department" and changed "14 days" to "14 calendar days"Changed "department/district" to "department"</u>
<u>New 18New 18</u>	<u>3(A)2(D)</u>	<u>Layoff and Reinstatement/ ReassignmentLayoff and Reinstatement/ Reduction in Force</u>	<u>Changed "working days" to "business days"Changed "department/district" to "department" and changed "14 days" to "14 calendar days"</u>
<u>New 18New 18</u>	<u>3(B)3(A)</u>	<u>Layoff and Reinstatement/ ReassignmentLayoff and Reinstatement/ Reassignment</u>	<u>Added language "an employee who selects this option shall be placed on the Priority Referral List"Changed "working days" to "business days"</u>
<u>New 18New 18</u>	<u>5(A)3(B)</u>	<u>Layoff and Reinstatement/ Departmental Reinstatement ListLayoff and Reinstatement/ Reassignment</u>	<u>Changed "department/district" to "department"Added language "an employee who selects this option shall be placed on the Priority Referral List"</u>
<u>New 18New 18</u>	<u>5(D)55 (A)</u>	<u>Layoff and Reinstatement/ Departmental Reinstatement ListLayoff and Reinstatement/ Departmental Reinstatement List</u>	<u>Deleted language regarding retirement benefits... pursuant to CalPERS regulations (County will follow CalPERS requirements)Changed "department/district" to "department"</u>
<u>New 18New 18</u>	<u>6(A)5(D) (5)</u>	<u>Layoff and Reinstatement/ Re-employmentLayoff and Reinstatement/ Departmental Reinstatement List</u>	<u>Added language that re-employment is defined as being employed "within two years following layoff" by the same departmentDeleted language regarding retirement benefits... pursuant to CalPERS</u>

			<u>regulations (County will follow CalPERS requirements)</u>
<u>New 18</u> <u>New 18</u>	<u>6(A)(4)6</u> <u>(A)</u>	<u>Layoff and Reinstatement/</u> <u>Re-employment</u> <u>Layoff and</u> <u>Reinstatement/</u> <u>Re-employment</u>	<u>Deleted language regarding retirement benefits...pursuant to CalPERS regulations (County will follow CalPERS requirements)</u> <u>Added language that re-employment is defined as being employed "within two years following layoff" by the same department</u>
<u>New 18</u> <u>New 18</u>	<u>76(A)(4)</u>	<u>Layoff and Reinstatement/</u> <u>Temporary Recall</u> <u>Layoff and Reinstatement/</u> <u>Re-employment</u>	<u>Changed "department/district" to "department"</u> <u>Deleted language regarding retirement benefits...pursuant to CalPERS regulations (County will follow CalPERS requirements)</u>
<u>New 19</u> <u>New 18</u>	<u>7</u>	<u>Dress Codes and</u> <u>Uniforms</u> <u>Layoff and</u> <u>Reinstatement/</u> <u>Temporary Recall</u>	<u>Deleted language "Dress codes and uniform allowances that were in effect as of July 1, 2009..."</u> <u>Changed "department/district" to "department"</u>
<u>New 19</u> <u>New 19</u>	<u>1-</u>	<u>Dress Codes and Uniforms/</u> <u>Department of Mental</u> <u>Health Dress Code</u> <u>Dress Codes and Uniforms</u>	<u>Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u> <u>Deleted language "Dress codes and uniform allowances that were in effect as of July 1, 2009..."</u>
<u>New 19</u> <u>New 19</u>	<u>21</u>	<u>Dress Codes and Uniforms/</u> <u>Veteran's Services Dress</u> <u>Code</u> <u>Dress Codes and</u> <u>Uniforms/ Department of</u> <u>Mental Health Dress Code</u>	<u>Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u> <u>Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u>
<u>New 19</u> <u>New 19</u>	<u>32</u>	<u>Dress Codes and Uniforms/</u> <u>Community Health Agency</u> <u>Dress Code</u> <u>Dress Codes</u> <u>and Uniforms/ Veteran's</u> <u>Services Dress Code</u>	<u>Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u> <u>Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u>

<u>New 19New 19</u>	<u>43</u>	<u>Dress Codes and Uniforms/ Registrar of Voters Dress CodeDress Codes and Uniforms/ Community Health Agency Dress Code</u>	<u>Deleted Provision (the parties are required to meet & confer on all dress code department policies)Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u>
<u>New 19New 19</u>	<u>54</u>	<u>Dress Codes and Uniforms/ Assessor-County Clerk Dress CodeDress Codes and Uniforms/ Registrar of Voters Dress Code</u>	<u>Deleted Provision (the parties are required to meet & confer on all dress code department policies)Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u>
<u>New 19New 19</u>	<u>75</u>	<u>Dress Codes and Uniforms/ OASIS Dress CodeDress Codes and Uniforms/ Assessor-County Clerk Dress Code</u>	<u>Deleted Provision (the parties are required to meet & confer on all dress code department policies)Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u>
<u>New 19New 19</u>	<u>87</u>	<u>Dress Codes and Uniforms/ RCIT Dress CodeDress Codes and Uniforms/ OASIS Dress Code</u>	<u>Deleted Provision (the parties are required to meet & confer on all dress code department policies)Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u>
<u>New 19New 19</u>	<u>98</u>	<u>Dress Codes and Uniforms/ Fire Department Dress CodeDress Codes and Uniforms/ RCIT Dress Code</u>	<u>Deleted Provision (the parties are required to meet & confer on all dress code department policies)Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u>
<u>New 19New 19</u>	<u>109</u>	<u>Dress Codes and Uniforms/ Agricultural Commissioner's Office Dress CodeDress Codes and Uniforms/ Fire Department Dress Code</u>	<u>Deleted Provision (the parties are required to meet & confer on all dress code department policies)Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u>
<u>New 19New 19</u>	<u>11(A)10</u>	<u>Dress Codes and Uniforms/ Uniform AllowanceDress Codes and Uniforms/ Agricultural</u>	<u>Added General Uniform Provisions listing departments who provide uniforms or uniform allowances (requirement of</u>

		<u>Commissioner's Office Dress Code</u>	<u>CalPERS) Deleted Provision (the parties are required to meet & confer on all dress code department policies)</u>
<u>New 19</u> <u>New 19</u>	<u>11(B)(1)</u> <u>11(A)</u>	<u>Dress Codes and Uniforms/ Uniform Allowance</u> <u>Dress Codes and Uniforms/ Uniform Allowance</u>	<u>Added Job Code #'s to Fire Dept. classifications and deleted classifications that are no longer utilized</u> <u>Added General Uniform Provisions listing departments who provide uniforms or uniform allowances (requirement of CalPERS)</u>
<u>New 19</u> <u>New 19</u>	<u>11(B)(2)</u> <u>11(B)(1)</u>	<u>Dress Codes and Uniforms/ Uniform Allowance</u> <u>Dress Codes and Uniforms/ Uniform Allowance</u>	<u>Added Job Code #'s to Animal Control classifications and deleted classifications that are no longer utilized</u> <u>Added Job Code #'s to Fire Dept. classifications and deleted classifications that are no longer utilized</u>
<u>New 19</u> <u>New 19</u>	<u>11(B)</u> <u>New(3)</u> <u>1(B)(2)</u>	<u>Dress Codes and Uniforms/ Uniform Allowance</u> <u>Dress Codes and Uniforms/ Uniform Allowance</u>	<u>Added new language that Emergency Management Dept. employees are allowed \$475.00/annually for Emergency Service Coord and Emergency Services Supervisor</u> <u>Added Job Code #'s to Animal Control classifications and deleted classifications that are no longer utilized</u>
<u>New 19</u> <u>New 19</u>	<u>11(B)</u> <u>New(4)</u> <u>1(B)</u> <u>New (3)</u>	<u>Dress Codes and Uniforms/ Uniform Allowance</u> <u>Dress Codes and Uniforms/ Uniform Allowance</u>	<u>Changed "Riverside County Regional Medical Center" to "RUHS-Medical Center"</u> <u>Added new language that Emergency Management Dept. employees are allowed \$475.00/annually for Emergency Service Coord and Emergency Services Supervisor</u>
<u>New 19</u> <u>New 19</u>	<u>11(B)OI</u> <u>d(5)</u> <u>11(B)</u> <u>New(4)</u>	<u>Dress Codes and Uniforms/ Uniform Allowance</u> <u>Dress Codes and Uniforms/ Uniform Allowance</u>	<u>Deleted provision which lists classifications that will receive a specific amount annually (this was replaced with 11(A))</u> <u>Changed "Riverside County Regional Medical Center" to "RUHS-Medical Center"</u>

<u>New 19</u> <u>New 19</u>	<u>11(B) New(5)+ 1(B)Old(5)</u>	<u>Dress Codes and Uniforms/ Uniform Allowance</u> <u>Dress Codes and Uniforms/ Uniform Allowance</u>	<u>Deleted provision which lists classifications in Waste Resources that will receive a specific amount annually (this was replaced with 11(A))</u> <u>Deleted provision which lists classifications that will receive a specific amount annually (this was replaced with 11(A))</u>
<u>New 19</u> <u>New 19</u>	<u>11(B) New(5)+ 1(B)New(5)</u>	<u>Dress Codes and Uniforms/ Uniform Allowance</u> <u>Dress Codes and Uniforms/ Uniform Allowance</u>	<u>Waste Resources - Changed "Department/District/County" to "department"</u> <u>Deleted provision which lists classifications in Waste Resources that will receive a specific amount annually (this was replaced with 11(A))</u>
<u>New 19</u> <u>New 19</u>	<u>11(B) New(6)+ 1(B)New(5)</u>	<u>Dress Codes and Uniforms/ Uniform Allowance</u> <u>Dress Codes and Uniforms/ Uniform Allowance</u>	<u>Parks & Open Space District - Added "Park Aide" to the list of classifications eligible for a uniform allowance and changed "District" to "department"</u> <u>Waste Resources - Changed "Department/District/County" to "department"</u>
<u>New 20</u> <u>New 19</u>	<u>11(B) New(6)</u>	<u>Voluntary Time Bank/ Catastrophic Time Bank</u> <u>Dress Codes and Uniforms/ Uniform Allowance</u>	<u>Added language that in addition to departments, "employees" can also request to establish a time bank</u> <u>Parks & Open Space District - Added "Park Aide" to the list of classifications eligible for a uniform allowance and changed "District" to "department"</u>
<u>New 20</u> <u>New 20</u>	<u>1(A)+</u>	<u>Voluntary Time Bank/ Catastrophic Time Bank</u> <u>Voluntary Time Bank/ Catastrophic Time Bank</u>	<u>Added language that employees receiving W/C benefits may be eligible for a pro-rated time bank</u> <u>Added language that in addition to departments, "employees" can also request to establish a time bank</u>
<u>New 20</u> <u>New 20</u>	<u>1(C)(1)+ (A)</u>	<u>Voluntary Time Bank/ Catastrophic Time Bank</u> <u>Voluntary Time Bank/ Catastrophic Time Bank</u>	<u>Added language that clarifies existing practice that the HR Dept. will establish and administer all time banks</u> <u>Added language that employees</u>

			<u>receiving W/C benefits may be eligible for a pro-rated time bank</u>
<u>New 20</u> <u>New 20</u>	<u>1(C)(4)</u> <u>(C)(1)</u>	<u>Voluntary Time Bank/ Catastrophic Time Bank</u> <u>Voluntary Time Bank/ Catastrophic Time Bank</u>	<u>Changed "department/district head" to "department head"</u> <u>Added language that clarifies existing practice that the HR Dept. will establish and administer all time banks</u>
<u>New 20</u> <u>New 20</u>	<u>1(C)(5)</u> <u>(C)(4)</u>	<u>Voluntary Time Bank/ Catastrophic Time Bank</u> <u>Voluntary Time Bank/ Catastrophic Time Bank</u>	<u>Deleted language as it is administrative process and is documented in the Voluntary Time Bank Guidelines</u> <u>Changed "department/district head" to "department head"</u>
<u>New 21</u> <u>New 20</u>	<u>1(C)(5)</u>	<u>Appeal Procedure Accident Review Committee</u> <u>Voluntary Time Bank/ Catastrophic Time Bank</u>	<u>Changed "working day" to "business day"</u> <u>Deleted language as it is administrative process and is documented in the Voluntary Time Bank Guidelines</u>
<u>New 22</u> <u>New 21</u>	-	<u>Alcohol and Drug Abuse Policy</u> <u>Appeal Procedure Accident Review Committee</u>	<u>Adds the following: "The Board of Supervisors Policy C-10 was enacted to eliminate substance abuse and its effects in the workplace. Employees are expected to be familiar with and comply with Policy C-10, which is included in this MOU by reference. For cause, management may condition further employment on successful passage of a drug or alcohol test."</u> <u>Changed "working day" to "business day"</u>
<u>New 23</u> <u>New 22</u>	-	<u>Discrimination Complaint Procedure</u> <u>Alcohol and Drug Abuse Policy</u>	<u>Deleted provision as it is not a negotiated item and is governed by Board Policy</u> <u>NEW 8/29/19 - County proposes to keep article, but containing only the following: "The Board of Supervisors Policy C-10 was enacted to eliminate substance abuse and its effects in the workplace. Employees are expected to be familiar with and comply with Policy C-10, which is included in this MOU by reference. For</u>

			<u>cause, management may condition further employment on successful passage of a drug or alcohol test."</u>
<u>New 24</u> <u>New 23</u>	<u>1(F)-</u>	<u>Benefit Program/ Flexible Benefit Contributions</u> <u>Discrimination Complaint Procedure</u>	<u>Revise title to "Cash Back of Flex Benefits Contributions"</u> <u>Deleted provision as it is not a negotiated item and is governed by Board Policy</u>
<u>New 24</u> <u>New 24</u>	<u>2(B)1(F)</u>	<u>Benefit Program/ Insurance/ Life Insurance</u> <u>Benefit Program/ Flexible Benefit Contributions</u>	<u>Changed "basic life insurance" to "life insurance"</u> <u>Revise title to "Cash Back of Flex Benefits Contributions"</u>
<u>New 24</u> <u>New 24</u>	<u>42(B)</u>	<u>Benefit Program/ Other Benefits/ Partial Benefit Nurse</u> <u>Benefit Program/ Insurance/ Life Insurance</u>	<u>Deleted provision as the RN-PB classification is no longer being utilized</u> <u>Changed "basic life insurance" to "life insurance"</u>
<u>New 26</u> <u>New 24</u>	<u>14</u>	<u>Retirement/ SEIU National Industry Pension Fund (NIPF)</u> <u>Benefit Program/ Other Benefits/ Partial Benefit Nurse</u>	<u>Deleted provision (old provision that is no longer utilized)</u> <u>Deleted provision as the RN-PB classification is no longer being utilized</u>
<u>New 26</u> <u>New 26</u>	<u>2(A)(1)1</u>	<u>Retirement/ Public Employees' Retirement System (PERS)/ Tier 1</u> <u>Retirement/ SEIU National Industry Pension Fund (NIPF)</u>	<u>Added language to clarify existing practice: hire date "on or before" August 23, 2012 and clarified that retirement benefit is based on the highest annual compensation for the one year during membership in CalPERS</u> <u>Deleted provision (old provision that is no longer utilized)</u>
<u>New 26</u> <u>New 26</u>	<u>2(A)(2)2</u> <u>(A)(1)</u>	<u>Retirement/ Public Employees' Retirement System (PERS)/ Tier 2</u> <u>Retirement/ Public Employees' Retirement System (PERS)/ Tier 1</u>	<u>Added language to clarify existing practice: hire date "after" August 23, 2012 and clarified that retirement benefit is based on the highest annual compensation for 3 consecutive years of employment prior to retirement</u> <u>Added language to clarify existing practice: hire date "on or before" August 23,</u>

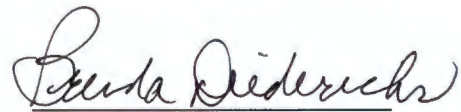
			<u>2012 and clarified that retirement benefit is based on the highest annual compensation for the one year during membership in CalPERS</u>
<u>New 26</u> <u>New 26</u>	<u>2(A)(3)</u> <u>2(A)(2)</u>	<u>Retirement/ Public Employees' Retirement System (PERS)/ Tier 3</u> <u>Retirement/ Public Employees' Retirement System (PERS)/ Tier 2</u>	<u>Added Tier 3 language (2% at 62)</u> <u>Added language to clarify existing practice: hire date "after" August 23, 2012 and clarified that retirement benefit is based on the highest annual compensation for 3 consecutive years of employment prior to retirement</u>
<u>New 26</u> <u>New 26</u>	<u>2(B)</u> <u>2(A)</u> <u>(3)</u>	<u>Retirement/ Public Employees' Retirement System (PERS)/ Employee Contributions</u> <u>Retirement/ Public Employees' Retirement System (PERS)/ Tier 3</u>	<u>Deleted provision (no longer utilized; employees pay full contributions)</u> <u>Added Tier 3 language (2% at 62)</u>
<u>New 26</u> <u>New 26</u>	<u>2(C)</u> <u>2(B)</u>	<u>Retirement/ Public Employees' Retirement System (PERS)/ Retirement Calculations</u> <u>Retirement/ Public Employees' Retirement System (PERS)/ Employee Contributions</u>	<u>Deleted provision (language is already in Tier 1 & Tier 2)</u> <u>Deleted provision (no longer utilized; employees pay full contributions)</u>
<u>New 26</u> <u>New 26</u>	<u>2(D)</u> <u>2(G)</u>	<u>Retirement/ Public Employees' Retirement System (PERS)/ Purchase of Military Leave Credit</u> <u>Retirement/ Public Employees' Retirement System (PERS)/ Retirement Calculations</u>	<u>Deleted provision (law (PERL) speaks for itself)</u> <u>Deleted provision (language is already in Tier 1 & Tier 2)</u>
<u>New 26</u> <u>New 26</u>	<u>2(E)</u> <u>2(D)</u>	<u>Retirement/ Public Employees' Retirement System (PERS)/ Post Retirement Survivor Allowance</u> <u>Retirement/ Public Employees' Retirement System</u>	<u>Deleted provision (law (PERL) speaks for itself)</u> <u>Deleted provision (law (PERL) speaks for itself)</u>

		<u>(PERS)/ Purchase of Military Leave Credit</u>	
<u>New 29</u> <u>New 26</u>	<u>32(E)</u>	<u>Special Unit Provisions/ Regional Park & Open Space District</u> <u>Retirement/ Public Employees' Retirement System (PERS)/ Post Retirement Survivor Allowance</u>	<u>Changed "district" to "department"</u> <u>Deleted provision (law (PERL) speaks for itself)</u>
<u>New 29</u> <u>New 29</u>	<u>43</u>	<u>Special Unit Provisions/ Waste Resources Management District</u> <u>Special Unit Provisions/ Regional Park & Open Space District</u>	<u>Deleted language on "Class B License" and "License Requirements"</u> <u>Changed "district" to "department"</u>
<u>New 30</u> <u>New 29</u>	<u>34</u>	<u>Compensation/ Recruiting & Retention Issues</u> <u>Special Unit Provisions/ Waste Resources Management District</u>	<u>Deleted provision that the "County and the Union agree to meet and consult on recruiting/retention issues for classifications as they arise" (Never utilized/mgmt right)</u> <u>Deleted language on "Class B License" and "License Requirements"</u>
<u>New 31</u> <u>New 30</u>	<u>33</u>	<u>Parity Studies/ Reclassification Study - Accounting Technician</u> <u>Compensation/ Recruiting & Retention Issues</u>	<u>Deleted provision [sunset on 1/1/11]</u> <u>Deleted provision that the "County and the Union agree to meet and consult on recruiting/retention issues for classifications as they arise" (Never utilized/mgmt right)</u>
<u>New 32</u> <u>New 31</u>	<u>33</u>	<u>Union Rights/ Communication Access</u> <u>Parity Studies/ Reclassification Study - Accounting Technician</u>	<u>Deleted provision [workforce exchange website no longer utilized]</u> <u>Deleted provision [sunset on 1/1/11]</u>
<u>New 33</u> <u>New 32</u>	<u>53</u>	<u>Union Rights/ Consensus</u> <u>Union Rights/ Communication Access</u>	<u>Deleted provision [language pertains to County Charter; County not a Charter County]</u> <u>Deleted provision [workforce exchange website no longer utilized]</u>

<u>New</u> <u>33</u> <u>New</u> <u>33</u>	<u>75</u>	<u>Union Rights/</u> <u>Stewards</u> <u>Union Rights/</u> <u>Consensus</u>	<u>Changed "department/district" to</u> <u>"department"</u> <u>Deleted provision</u> <u>[language pertains to County</u> <u>Charter; County not a Charter</u> <u>County]</u>
<u>New</u> <u>36</u> <u>New</u> <u>33</u>	<u>7</u>	<u>Board Policy C-29 - Poll</u> <u>Workers</u> <u>Union Rights/</u> <u>Stewards</u>	<u>Deleted provision as it is not a</u> <u>negotiated item and is governed</u> <u>by Board Policy</u> <u>Changed</u> <u>"department/district" to</u> <u>"department"</u>
<u>37</u> <u>New</u> <u>36</u>	<u>1</u>	<u>Furlough Program/</u> <u>Mandatory Furloughs</u> <u>Board</u> <u>Policy C-29 - Poll Workers</u>	<u>Deleted provision [sunset date of</u> <u>6/30/12]</u> <u>Deleted provision as it is</u> <u>not a negotiated item and is</u> <u>governed by Board Policy</u>
<u>37</u> <u>37</u>	<u>21</u>	<u>Furlough Program/</u> <u>Voluntary</u> <u>Furloughs</u> <u>Furlough</u> <u>Program/ Mandatory</u> <u>Furloughs</u>	<u>Deleted provision [governed by</u> <u>Board Policy C-31]</u> <u>Deleted</u> <u>provision [sunset date of</u> <u>6/30/12]</u>
<u>37</u>	<u>2</u>	<u>Furlough Program/</u> <u>Voluntary Furloughs</u>	<u>Deleted provision [governed by</u> <u>Board Policy C-31]</u>



Eloy Alvarez
 Chief Negotiator
 Regional Director – Inland Region
 SEIU Local 721



Brenda Diederichs
 Chief Negotiator
 Human Resources Director
 County of Riverside



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 to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: ALI MAZAREI

Address: 18058 GREEN ORCHARD PL

City: RIVERSIDE Zip: 92508

Phone #: 714-715-1685

Date: 1-28-20 Agenda # 3.54

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/Public Comment:

Notwithstanding any other provisions of these rules, a 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. Donated time is not permitted during Public Comment.

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 ensure 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 to 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 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 to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Floy Alvarez

Address: _____

City: _____ **Zip:** _____

Phone #: _____

Date: January 28 **Agenda #** 3.54

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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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 to 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 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.