

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



ITEM: 3.33
(ID # 17922)

MEETING DATE:

Tuesday, December 14, 2021

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approval of the Final Memorandum of Understanding with Service Employees International Union (SEIU), Local 721, for the period of January 30, 2020 through January 29, 2024, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the non-substantive cleanup to the January 30, 2020 through January 29, 2024, Memorandum of Understanding (MOU) between the Service Employees International Union (SEIU), Local 721 and the County of Riverside (Attachment A).

ACTION:

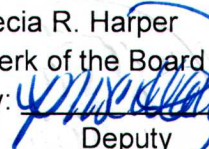


Brenda Diederichs, Assistant CEO / Human Resources Director 12/6/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 14, 2021
xc: HR

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 28, 2020, the Board the tentative agreement for a four (4) year MOU, covering January 30, 2020 through January 29, 2024. As part of the agreement the parties agreed to setup a subcommittee to cooperate in non-substantive cleanup of the MOU pertaining to language, spelling, grammar and formatting following the ratification and approval of the successor MOU. The attached document incorporates the Tentative Agreement, previously approved, as well as non-substantive language to which both parties agreed.

Impact on Residents and Businesses

No impact to residents or businesses.

ATTACHMENTS:

ATTACHMENT A. 2020 – 2024 SEIU MOU Final Version

ATTACHMENT B. 2020 – 2024 SEIU MOU Track Changes Version


Meghan Hahn, Senior Management Analyst 12/8/2021

MEMORANDUM OF UNDERSTANDING

2020 – 2024

COUNTY OF RIVERSIDE

AND

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

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DEFINITIONS

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

Anniversary date shall mean the date upon which a merit increase becomes effective under provisions of this MOU.

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

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

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

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

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

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

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

Merit Increase shall mean a pay increase within a salary plan/grade based upon approved pay scale tables according to the terms of the MOU.

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

Paid status shall mean the payment of compensation to an employee for regular hours worked, County paid time such as holiday, jury duty, and bereavement, or from accrued leave banks such as vacation, sick, holiday and/or compensatory time. Payments received for disability such as short-term or long-term disability or workers' compensation

shall not be considered being in a paid status and shall not entitle an employee to earn leave accruals, including accrued holiday or receive flex benefit contributions.

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

Pay period shall mean fourteen (14) calendar days from Thursday (starting at midnight Wednesday) to midnight of the second Wednesday thereafter.

PERB shall mean the California Public Employment Relations Board.

CalPERS shall mean the California Public Employees' Retirement System.

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

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

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

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

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

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

Regular employee shall mean a holder of a regular position.

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

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

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

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

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

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

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

ARTICLE 1
TERM

Section 1. Term

This Memorandum of Understanding ("MOU" or "Agreement") sets forth the terms of agreement reached between the County of Riverside ("County"), the Waste Resources Management District and the Regional Park & Open Space District (hereinafter referred to as Districts) and the Service Employees International Union, Local 721 ("SEIU" or "Union") as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This MOU is in effect from January 30, 2020, to midnight, January 29, 2024. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the County's Board of Supervisors, the Regional Park & Open Space District Board and the Waste Resources Management Board.

In the event either party desires to negotiate a successor MOU, such party shall, no more than six (6) months prior to the expiration of the current MOU, request to commence negotiations unless otherwise agreed upon by the parties.

ARTICLE 2
RECOGNITION

This MOU shall apply only to persons employed as regular full-time, or regular part-time, or Seasonal employees in classifications within the following bargaining units:

County of Riverside:

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

County of Riverside Waste Resources Management District:

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

County of Riverside Regional Park & Open-Space District:

- A. General
- B. Supervisory

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

ARTICLE 3
FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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

- B. It is the intent of the parties that this MOU be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the unit. Where the County finds it necessary to make such changes, it shall notify SEIU indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Miliias-Brown Act, and where SEIU requests to negotiate with the County, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Nothing herein shall limit the authority of the County to make necessary changes required during emergencies. However, SEIU shall be notified of any such emergency action which affects matters within the scope of representation. Emergency shall be defined as unforeseen circumstances beyond the control of the County which call for immediate action to include such things as acts of God or situations which threaten to significantly impair operations.

Where the County makes any changes in working conditions because of the requirements of Federal or State law, the County shall not be required to renegotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

- C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with

respect to any other matters within the scope of negotiations during the term of the MOU.

- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County Board of Supervisors, the Regional Park & Open Space District Board or the Waste Resources Management Board.

ARTICLE 4 MANAGEMENT RIGHTS

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

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

ARTICLE 5
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

- A. Pay Period. Fourteen (14) calendar days from Thursday (starting at midnight Wednesday) to midnight of the second Wednesday thereafter.
- 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 department(s):

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.

C. Flex schedules shall be made available under the following conditions:

1. Overtime shall be earned and compensated under this section according to the provisions of Section 2 of this Article.
2. In order for an employee to work an alternative and flex work schedule, the employee must continue to maintain the work load assigned within the work period. The department may establish core hours of work. In addition, employees must agree to clear their schedule to attend staff meetings, training classes or any other meetings or events that the department requires the employee to attend. It is mandatory for an employee to follow reporting requirements of the department and any other requirement in the department's policy, procedures and handbook. It is incumbent on the employee to keep abreast of all events that affect their schedule.
3. At the discretion of the County, Registered Nurses and Licensed Vocational Nurses throughout the Riverside University Health System ("RUHS") may maintain their 3/12 schedules. Such schedules will be treated as full-time positions for the purpose of all benefits in accordance with the other provisions set forth in 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 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.

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

1. Employees not working the third or weekend shifts shall be scheduled for forty (40) straight time hours as follows:
 - a. Regular Shift: Monday to Thursday from 3:00 p.m. until 1:00 a.m.
 - b. Standby Duty: Up to four (4) on-call duty shifts of six and one half (6 ½) hours each week. Generally employees will be scheduled for standby duty shifts Monday to Thursday from 1:00 a.m. until 7:30 a.m. the following morning. However, the weekly standby duty shifts may be scheduled on other days or times during the week to meet departmental staffing needs.
2. Third Shift. Employees assigned to the Command Post third shift will be assigned a 4/10 work schedule, Monday through Thursday, the hours of which will be determined by the department.
 - a. Employees assigned to the Command Post third shift shall receive a meal allowance of ten dollars (\$10.00) for each shift actually worked.
3. Weekend Shift. Employees assigned to the Command Post weekend shift will be assigned a 3/12 work schedule, Friday through Sunday, the hours of which will be determined by the department, plus a floating four (4) hour shift each week, Monday through Thursday, at a time to be determined between the employee and his/her supervisor.
 - a. Employees assigned to the Command Post weekend overnight shift shall receive a meal allowance of ten dollars (\$10.00) for each shift actually worked.
4. The alternative shift configuration for the Command Post may be changed at the discretion of the department to meet staffing needs including, but not limited to, the configuration of the hours of work, the start and stop times for the regular shifts, and the days of work during the week according to the provisions of Section 1(B) of this Article.
5. Completing Court Reports. Any employee in the Command Post who is required to complete a court report as the result of an emergency response shall complete the court report immediately following the emergency response or during the next regularly scheduled work shift. If it is not possible to complete the court report immediately following the emergency response, and the report is due prior to the commencement of the next regularly scheduled work shift, then the employee shall request and obtain permission from his/her supervisor to complete the report on non-scheduled time. Payment for such non-scheduled time shall be made in accordance with the MOU or any amendments thereto.

6. Assignment to Command Post. Assignments to and removal from the Command Post will be made at the discretion of the department head or designee. Such decisions are not subject to either the grievance or disciplinary appeal procedures in the MOU and cannot be made or interpreted as disciplinary action. Employees assigned to the Command Post may also request reassignment from the Command Post in accordance with the department's normal procedures. Reassignment will be made as quickly as possible following receipt of the request from the employee.
7. Employees shall be given an opportunity to express their interest in an assignment to the Command Post and the department will maintain a list of interested employees and attempt to staff the Command Post from the list of interested employees. If an insufficient number of employees signify interest in the Command Post, or if the employees on the list do not meet the staffing requirements of the department, the department reserves the right to assign employees to the Command Post to ensure full and appropriate staffing levels.
8. The County reserves the right to amend or revise the rules described herein with respect to the Command Post to create a more effective Command Post model and/or discontinue the Command Post program, subject to any meet and confer obligations with SEIU regarding the effects of such decisions. Notice for changes to the shift patterns of the Command Post will be provided prior to the implementation of any change according to the work schedule requirements of this MOU.

Section 2. Overtime

- A. Overtime. Overtime work is authorized work in excess of the forty (40) hours in the established FLSA work week unless otherwise specified in this MOU. Only actual hours performing work shall count towards the computation of overtime.

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

Exceptions:

1. Fire Communications Supervisor, Sheriff's Communications Supervisor and Sheriff's Records/Warrants Supervisor Classifications. If employees are required to work an extra shift or shifts beyond their regular shift pattern, they shall be paid at one and one-half (1½) times their base rate of pay. This provision applies only to extra shift(s) or shift extension(s) that are identified on the schedule or given as mandatory work assignments and does not apply to other voluntary work assignments taken by the employee during the workweek.

2. Transportation Department Classifications. Any employee in the Transportation Department who is required to work extra shifts and/or hours beyond their regular shift pattern shall be paid at one and one half (1½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA.
3. Building and Safety Department Classification. Effective December 19, 2019, employees in the following classifications in the Building and Safety Department who are asked and/or required by the Department Head or their designee to work extra shifts and/or hours beyond their regular shift pattern, shall be paid at one and one half (1 ½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA (i.e. the employee would be eligible to be paid at one and one half (1 ½) times their base rate of pay even if the employee used sick, vacation, or holiday leave accruals in the pay period):

Supervising Land Use Technician
 Supervising Building Inspector
 Principal Building Inspector
 Plans Examiner II, III, IV, and V

- B. Double Time. Employees in the following classifications shall be eligible to receive overtime credit at two (2) times the base rate of pay for actual hours worked subject to the qualifying factors set out below.

Classification:	Qualifying Factors
<ul style="list-style-type: none"> • Working at RUHS-Medical Center, RUHS-Public Health, RUHS-Care Clinics or Correctional Health Services: • Physician Assistant-Adult Detention • Licensed Vocational Nurse I, II and III • Licensed Psychiatric Technician • Surgical Technician • Assistant Nurse Manager • Institutional Nurse* • Nursing Education Instructor • Nurse Practitioner I, II and III • Pre-Hospital Liaison Nurse • Registered Nurse I, II, III, IV or V • Senior Institutional Nurse • Supervising Institutional Nurse • Respiratory Technician I and II • Respiratory Care Practitioner I and II • Supervising Respiratory Care Practitioner 	<ul style="list-style-type: none"> • all hours worked after twelve (12) hours of continuous duty, and/or • all hours worked on an extra weekend shift

For the purposes of this provision only, a "weekend shift" shall be defined as one (1) shift starting on or after 7:00 a.m. Saturday and ending on or before 7:30 a.m. Monday. Employees are required to work a minimum of two (2) weekend shifts per pay period. Employees who work a majority of hours during a "weekend shift" shall be considered to satisfy one (1) mandatory weekend shift requirement. For the purposes of this Section, a "majority of hours" shall mean at least half or more of the shift was worked during a "weekend shift." An "extra weekend shift" is any weekend shift worked after the completion of two (2) mandatory weekend shifts in the same pay period. The two (2) mandatory shifts may be consecutive or non-consecutive. An "extra weekend shift" starts on or after 3:00 p.m. Friday and ends on or before 7:30 a.m. Monday. To qualify for double time on an "extra weekend shift," employees must have actually worked their regular schedule for the entire pay period. Employees who were voluntarily or involuntarily released from duty due to low census staffing shall be deemed to have worked those hours for the purpose of qualifying for double time on an "extra weekend shift."

All classifications listed above as eligible for double time on an extra weekend shift are required - unless specifically excluded by the department head or designee - to work two (2) non-premium weekend shifts during the bi-weekly pay period. An extra weekend shift for any employee exempted, in whole or in part, from the mandatory weekend requirement by the department head or designee is a weekend shift in addition to his/her normal schedule as established by the department head or designee, provided that the employee actually worked his/her normal schedule that pay period.

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

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

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

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

- E. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The County Auditor-Controller's Office shall maintain the record of overtime credit at one and one-half (1½) times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.
- F. Compensation for Overtime Work. Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid. Accumulated overtime credit up to one hundred twenty (120) hours may, at the election of the employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated overtime credit may be taken in compensatory time off, subject to management approval. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid at the employee's base rate of pay at the time of the termination.
- G. Limitation on Compensatory Time Worked. An employee may not accrue compensatory time off for overtime worked when the County receives reimbursement, like a grant or contract where the County must show payment made for time worked to receive reimbursement. The foregoing is not intended to apply to regular overtime worked for contract cities.
- H. Fringe Benefits not Affected by Overtime. Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or merit increase.
- I. Declared Disaster. In the event and during the period of an officially declared disaster affecting any portion of the County of Riverside, and notwithstanding any other provision of this MOU, the following provisions shall apply:
1. Any Officer, in order to perform the work of the department, district, or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates that appear to be prevailing for the type of work to be performed at the time of their employment.
 2. For the same purpose, any Officer may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.
 3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this MOU who fails to so report shall be deemed absent without authority and shall not be paid during such absence.

4. The Board of Supervisors may authorize payment on a paid overtime basis at the rate of one and one-half (1 ½) times the base rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

Section 3. Premium Pay

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

- A. Standby Duty - General. Except as set out below, when placed by the department head or a designee specifically on standby duty, an employee shall be paid one (1) hour at the base rate of pay for eight (8) hours of such duty in addition to the regular salary. The compensation shall cease when the employee physically reports to a worksite and shall resume at the completion of the call-back work. Worksite, for the purposes of this Section, shall mean the location an employee is required to physically report to in order to complete the work assigned. The standby duty shall not cease if an employee is able to complete the required work remotely without having to physically report to a worksite. All standby duty premium shall cease at the end of the standby duty shift.

Employees placed on standby duty are subject to the following requirements:

1. Be ready to respond immediately to call-back work, or by a specific call time pursuant to operational requirements establish by the employee's department;
2. Remain in the general vicinity of their home or worksite during the standby period;
3. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties; and
4. Notify the employee's supervisor immediately if the employee is unable to be on standby due to an unforeseen emergency.
 - a. Department of Public Social Services. Any Social Services Practitioner, Social Services Supervisor or Social Services Assistant employed by the Department of Public Social Services who is placed by the department head or designee specifically on standby duty, while otherwise off duty, shall be paid one (1) hour at the base rate of pay for four (4) hours of such duty beyond the regular work period

in addition to the regular salary. Notwithstanding the exception for the standby duty rate under this provision, all other provisions for general standby duty above shall apply.

- b. Enhanced Standby Rate. Any Social Services Practitioner (assigned to Children's Services) and Social Services Supervisor assigned to Children's Services in the Blythe, California office of the Department of Public Social Services who performs standby duty in the circumstances outlined below shall be paid in accordance with the following schedule for all hours that they are on standby duty. Upon being physically called out to a worksite, this hourly rate will cease and they will be paid in accordance with the MOU. The hourly rate will resume at the completion of their call-out work. All standby duty compensation shall cease when the employee ends their mandatory standby shift.

Social Services Practitioner III, IV and V	\$8.40 per hour
Social Services Supervisor I	\$8.80 per hour
Social Services Supervisor II	\$9.55 per hour

The enhanced standby rate is payable only to those employees who are placed by the department in mandatory standby status as part of a regular rotation of such mandatory standby assignments in the Blythe office and shall end when the employee reports to work. It is not payable for *ad hoc* standby assignments or for voluntary standby assignments. In those cases, the usual standby rate of one (1) hour at the base rate of pay for every four (4) hours of standby duty will continue to apply as provided in Section 3(A)(1) of this Article.

B. Minimum Overtime Credit for Call-Back

Call-back work is work required of an employee who leaves the worksite and is directed to report back to duty to perform necessary work. To qualify for this call-back provision, an employee must have departed from the worksite. It is understood by the parties that a change in work schedule in which the employee had at least twenty-four (24) hours advance notice shall not constitute call-back work.

1. Call-Back – Physically Reporting to a Worksite. Except as set out below, an employee who is physically called back to work, and not part of a regular work shift, whether or not he/she is in a standby duty status, shall receive a minimum credit for one (1) hour's work at time and one-half (1½) the employee's base rate of pay. All physical call-back work shall be compensated at time and one-half (1½) the base rate of pay. If an employee should complete the work required, and subsequently be recalled, either physically or remotely, during the minimum credit period, the employee shall

not be entitled to additional compensation until the minimum credit period has expired.

Exceptions:

<ul style="list-style-type: none"> • Licensed Vocational Nurse • Licensed Psychiatric Technician • Physician Assistant I and II • Registered Nurse I, II, and III working at any RUHS-Medical Center campus • Radiologic Specialist I and II • Radiologic Technologist I and II • Respiratory Care Practitioner I and II • Respiratory Technician I and II • Supervising Respiratory Care Practitioner • Social Services Practitioner I, II and III • Social Services Supervisor • Surgical Technician 	minimum credit for three (3) hours' work
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2. Remote Call-Back. An employee who is called to perform work but is able to complete the work required without the employee having to physically report to a worksite, whether or not he/she is on standby duty status, shall receive minimum credit for one (1) hour's work at the rate of one and one-half (1½) the base rate of pay. If an employee should complete the work required, and subsequently be recalled during the minimum credit period, no additional compensation shall be paid for until the minimum credit period has exhausted.

- B. Sheriff's Department – Court Call-Back. Notwithstanding any other provisions of this MOU, any SEIU represented employees assigned to the Sheriff's Department who is required to attend court in relation to a matter arising from their employment relationship with the County at a time when they are otherwise off duty, shall receive a minimum of one (1) hour compensation at time-and-one-half (1½) the base rate of pay. A shift shall not be extended for the purpose of avoiding the payment of the one (1) hour of compensation provided herein.

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

- C. Shift Differentials

1. Applicability of Shift Differentials. Shift differentials do not apply to leave time vacation, sick leave, holiday pay, 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.

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

All Physician classifications

2. Evening Shift - General. Employees 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) 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.

Exceptions:	Rate:
(a) employees in the classifications of: <ul style="list-style-type: none"> • Assistant Chief of Respiratory Therapy • Cardiac Sonographer • Electroencephalographic Technician • Electroencephalographic Technician Registered • Interim Permit Psychiatric Technician • Interim Permit Vocational Nurse • Occupational Therapist I and II • Physical Therapist I and II • Radiologic Specialist I and II • Radiologic Technologist I and II • Radiologic Technologist Supervisor • Respiratory Care Practitioner I and II • Respiratory Technician I and II • Senior Radiologic Technologist • Supervising Respiratory Care Practitioner 	\$1.00 per hour ♦ For employees in these classifications the evening premium starts at 5:00 p.m.
(b) employees in the classifications set out below working for RUHS (excluding Behavioral Health and Public Health): <ul style="list-style-type: none"> • Licensed Vocational Nurse I, II and III • Licensed Psychiatric Technician • Surgical Technicians 	\$1.10 per hour ♦ Evening premium starts at 5:00 p.m. for LVN's working in RUHS - outpatient clinics (excluding Behavioral Health and Public Health).
<ul style="list-style-type: none"> • (c) employees in the classifications set out below working for RUHS (excluding Behavioral Health and Public Health) Nursing Education Instructor • Physician Assistant-Adult Detention 	\$1.60 per hour
(d) employees in the classifications set out below working in any RUHS outpatient clinic (non Community Health Clinic):	\$1.60 per hour NOTE: Evening premium starts at 5:00

<ul style="list-style-type: none"> Registered Nurse I, II, III, IV and V 	p.m. for employees in these classifications working at an <u>RUHS</u> outpatient clinic (excluding Behavioral Health and Public Health).
(e) employees in the classifications of: <ul style="list-style-type: none"> Clinical Lab Scientist I, II and Q.C. Senior Clinical Lab Scientist Clinical Pharmacist Pharmacist Senior Clinical Pharmacist Senior Pharmacist 	\$1.70 per hour
(f) employees in the classifications set out below working for RUHS (excluding Behavioral Health, Public Health, ITF, ETS, and outpatient clinics) <ul style="list-style-type: none"> Assistant Nurse Manager Clinical Therapist II - Detention Health System Nurse Case Manager Institutional Nurse Interim Permit Nurse Nurse Practitioner I, II and III Pre Hospital Liaison Nurse Registered Nurse I, II, III, Senior Institutional Nurse Supervising Institutional Nurse 	\$2.00 per hour
(g) employees in the classifications set out below working at the RUHS ITF and ETS: <ul style="list-style-type: none"> Assistant Nurse Manager Interim Permit Nurse Registered Nurse I, II, III, IV and V 	\$4.00 per hour
(h) employees in classifications working for the Regional Park & Open-Space District	\$1.05 per hour
(i) employees in the classification(s) set out below working at an Adult Detention Facility: <ul style="list-style-type: none"> Clinical Therapist II - Detention 	\$2.00 per hour

3. Night Shift – General. 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 twenty cents (\$1.20) per hour 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 shall receive the night differential until 7:30 a.m. for the time actually worked until 7:30 a.m.

Exceptions:

<p>(a) employees in the classifications set out below:</p> <ul style="list-style-type: none"> • Cardiac Sonographer • Interim Permit Psychiatric Technician • Interim Permit Vocational Nurse • Licensed Vocational Nurse I and II • Licensed Psychiatric Technician • Surgical Technicians • Assistant Chief of Respiratory Therapy • Supervising Respiratory Care Practitioner • Respiratory Care Practitioner I and II • Respiratory Technician I and II • Electroencephalographic Technician • Electroencephalographic Technician Registered • Radiologic Specialist I and II • Radiologic Technologist I and II • Radiologic Technologist Supervisor • Senior Radiologic Technologist • 	<p>\$1.55 per hour</p>
<p>(b) employees in the classifications set out below working for RUHS (excluding Behavioral Health and Public Health)</p> <ul style="list-style-type: none"> • Licensed Vocational Nurse III • Nursing Education Instructor • Nurse Practitioner I, II and III • Physician Assistant-Adult Detention 	<p>\$2.45 per hour</p>
<p>(c) employees in the classifications set out below working in any RUHS outpatient clinic (non Community Health Clinic):</p> <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V 	<p>\$2.45 per hour</p>
<p>(d) Employees in the classifications set out below:</p> <ul style="list-style-type: none"> • Pharmacist • Senior Pharmacist • Clinical Pharmacist • Senior Clinical Pharmacist 	<p>\$2.75 per hour</p>

(e)	employees in the classifications set out below working for RUHS (excluding Behavioral Health and Public Health) <ul style="list-style-type: none"> Nurse Practitioner I, II and III 	\$3.00 per hour
(f)	employees in the classifications set out below working at any RUHS-(excluding Behavioral Health and Public Health): <ul style="list-style-type: none"> Assistant Nurse Manager Clinical Therapist II – Detention Clinical Lab Scientists Senior Clinical Lab Scientists Interim Permit Nurse Registered Nurse I, II, III Institutional Nurse Health Systems Nurse Case Manager Pre Hospital Liaison Nurse Senior Institutional Nurse Supervising Institutional Nurse 	\$5.00 per hour
(g)	employees in classifications working for the Regional Park & Open-Space District	\$1.85 per hour
(h)	employees in the classification(s) set out below working at an Adult Detention Facility: <ul style="list-style-type: none"> Clinical Therapist II - Detention 	\$5.00 per hour

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

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

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

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

- D. RUHS – MC & CHC Specialty and Critical Care Assignments. All clinical personnel permanently assigned to a specialty care or critical care 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 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 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 ("PICU"), Emergency Room ("ED"), Operating Room ("OR"), Trauma Services, Peripheral Intravenous Central Catheter ("PICC Team"), Neonatal Intensive Care Nursery ("NICU"), Labor and Delivery ("L&D"), Intermediate Care Units ("Unit 2500"), Chemotherapy, Special Procedure Nurses, Sexual Assault Forensic Examiners ("SAFE"), Behavioral Emergency Response Team (BERT), Code Team, Cath Lab, Wound Team, Diabetes Management Team, Throughput Nurse Team, GI Lab, Same-Day Surgery, PCU Overflow ("Unit 3100"), Obstetrics ("OB"), Detention Care Unit ("DCU"), Minimally-Invasive Diagnostic Registered Nurse, Correctional Health Unit, and Psychiatry. 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. 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.
2. RUHS – Medical Center Licensed Vocational Nursing Critical/Specialty Care. 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 a differential of \$1.10 per hour when actually working in the designated unit(s) unless otherwise specified in this MOU.

LVN – RUHS-MC Critical/Specialty Care
Emergency Department
NICU
Labor & Delivery
Operating Room
Recovery Room
Intermediate Care Unit (Unit 2500)
ICU
PICU
PICC Team

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 Correctional Care Unit/Correctional Care Health Professional requirements and working in the designated units as the employee's primary unit shall receive 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, 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 critical care or specialty care designated unit will be paid 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, Assistant Nurse Manager, or Pre-Hospital Liaison Nurse (Emergency Department), working in the designated specialty or critical care units shall be paid for time actually worked in the designated units.

2. Registered Nursing Specialty Care Differential. Effective March 26, 2020, 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 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.

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

3. Registered Nursing Critical Care Differential - Effective March 26, 2020, 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 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.

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

4. Emergency Department Critical Care Differential. Effective March 26, 2020, 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.
- a. After three (3) full cumulative years of permanent assignment in the RUHS-MC Emergency Department Unit, or three (3) 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.
 - b. After six (6) full cumulative years of permanent assignment in the RUHS-MC Emergency Department Unit, or six (6) 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 (6) full years of permanent assignment in a qualifying Emergency Department must be performed within the immediately preceding nine (9) years.
 - c. 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 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.

- a. Effective March 26, 2020, 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:

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

- b. While assigned as an Advanced Care Nurse, the Advanced Care Nurse differential will be applied when using the employee's accrued sick and/or vacation leave balances.

- c. Minimum qualifications for Advanced Care Nurse I:

1. Bachelor's in Nursing or health related field or National Certification (recognized by AACN) AND six (6) years of full time experience as an RN; OR Master's in Nursing and four (4) years of full time experience as an RN

Plus:

2. Two years minimum in area of specialty
3. Meets/exceeds on prior evaluation
4. No active Medical Certification Directive on file
5. Not on a Performance Improvement Plan

Plus, minimum of one of below:

6. Qualified and approved major project by unit or department director
7. Active participation in a committee and one of the following: superuser, preceptor, performance improvement project, health fair, inservices classes taught, complete ACN acknowledgement form

- d. Minimum qualifications for Advanced Care Nurse II:

1. Minimum qualifications: Bachelor's Degree in Nursing or health related field and National Certification (recognized by AACN) AND nine (9) years of full time experience as RN; OR Master's in Nursing and seven (7) years of full time experience as an RN.

Plus:

2. Two years minimum in area of specialty
3. Meets/exceeds on prior evaluation
4. No active Medical Certification Directive on file
5. Not on a Performance Improvement Plan

Plus, minimum of one of below:

6. Qualified and approved major project
7. Active participation in a committee and 2 of the following: superuser, preceptor, performance improvement project, health fair, inservices classes taught, complete ACN acknowledgement form

6. NICU Transport Differential. Effective March 26, 2020, 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 March 26, 2020, 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 \$2.50 per hour upon meeting eligibility requirements and assigned by RUHS as a MICN:

- Assistant Nurse Manager – MC/CHC
- Nurse Practitioner I, II, and III – MC/CHC
- Registered Nurse I, II, and III – 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:

- A. The MICN candidate must successfully pass the examination with a minimum score of eighty percent (80%).
- B. If the MICN candidate fails the examination, the candidate may re-test one time.
- C. 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 Paramedic 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. The 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, 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 while actually performing these functions.

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

Any Respiratory Care Practitioner II, when temporarily assigned 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 RUHS-Medical Center who is regularly assigned to Float Pool, shall be compensated at a rate of fifty cents (\$0.50) per hour for hours actually worked as a float employee. Critical Care pay shall not be affected by the payment of a float pool differential.

Effective March 26, 2020, 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 March 26, 2020, 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 January 30, 2020, 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 and Supervisor LP
Senior Clinical Psychologist
Clinical Psychologist
Registered Nurse I, II, III
Clinical Therapist I and II
Senior Clinical Therapist
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.

I. Correctional Facility Assignment Differential.

1. Adult Correctional Facility Differential. 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 Senior Institutional Nurse Institutional Nurse Licensed Vocational Nurse III Nurse Practitioner I, II, III Physician Assistant Physician II, III, IV Radiologic Technologist I and II Sr. Radiologic Technologist Supervising Radiologic Technologist	\$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

- J. Preceptor. 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 and assigned 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.

(a) working for RUHS – Medical Center or Correctional Health Services: <ul style="list-style-type: none">• Registered Nurse II and III*	\$5.00 per hour
(b) working at RUHS Operating Room: <ul style="list-style-type: none">• Licensed Vocational Nurse II and III*• Surgical Technician	\$1.00 per hour
(c) working at RUHS – Medical Center and Correctional Health Services): <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	\$1.00 per hour

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

Effective January 30, 2020, 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 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.

K. Extra Shift Assignment – Physician I-IV

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

Hours worked outside of the regularly assigned shift must meet specific criteria in order to qualify as an extra shift assignment. An extra shift assignment is defined as additional preset clinic hours added to the clinic calendar for the purpose of scheduling additional patients. During an extra shift assignment, the clinic is specifically staffed in order to fully operate the patient care clinic during that extra shift. Physicians must work the entire extra shift in order to qualify for the premium pay under this subsection.

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

L. Overnight Shift Premium – Physician I-IV

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

M. RUHS-Medical Center Incentive – Physician I-IV

Only for the term of this MOU, in which this subsection shall automatically expire at the end of this MOU, employees in the Physician I-IV classification series may be eligible to receive up to fifty thousand dollars (\$50,000.00) annually as incentive pay for exceptional performance provided the RUHS meets revenue or budget projections and has available funds for this incentive as determined by the County Executive Officer.

The parameters of the incentive shall include, but are not limited to: assignments, productivity, quality and citizenship measures. These parameters will be developed by the RUHS and submitted to the Assistant CEO/Human Resources Director prior to each calendar year. Once the parameters are approved by the

Assistant CEO/Human Resources Director, the parameters will be provided to eligible employees. These parameters may be subject to change from time to time upon the operational requirements of the RUHS. Eligibility for the incentive may be granted quarterly (up to a maximum of twelve thousand, five hundred dollars (\$12,500.00) per quarter) based on the approved formula.

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

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

N. Bilingual Premium

1. Scope:

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

2. Eligibility Factors

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

certification one hundred, eighty (180) days following notification from the County shall result in immediate loss of bilingual premium. The County shall notify SEIU of any requisite examination requirements.

3. Skill Levels

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

- a. Level 1: Basic Oral Communication/Reading Examination
Employees at this level demonstrate proficiency in reading and speaking in both English and a second language.
- b. Level 2: Written Examination
Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language.
- c. Level 3: Complex Level Written Examination
Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language using technical terminology.

4. Compensation

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

- a. Level 1: Fifty cents (\$0.50) per actual hour worked
- b. Level 2: Seventy-five cents (\$0.75) per actual hour worked
- c. Level 3: One dollar (\$1.00) per actual hour worked

5. Plan Implementation

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

- b. Employees certified by the County Human Resources Department shall receive bilingual pay as long as the department head or designee designates that position for bilingual assignment. The decision of the department head or designee to assign and/or remove bilingual assignment is not subject to either the grievance or disciplinary appeal procedure in the MOU.
 - c. A break in continuous service, as defined in this MOU, shall require the employee to become re-certified for the appropriate bilingual skill level upon re-hire should the department head or designee designate the position for bilingual assignment.
- O. Engineering, Survey, Architect Licensure. The incumbent of a professional engineering position or facilities project manager who is not required by the classification plan to be registered, but who is registered as a Professional Engineer by the State of California, shall be compensated at an hourly rate which is five and a half percent (5.5%) higher than that specified for such position, at the option of the employee's department head. Such an incumbent in a department primarily concerned with land surveying who is a licensed land surveyor may be likewise compensated. The incumbent of a professional architect position or facilities project manager who is not required by the classification plan to be licensed, but who is licensed to practice architecture by the State of California, shall be compensated at an hourly rate which is five and a half percent (5.5%) higher than that specified for such position, at the option of the employee's department head.
- P. Inconvenience Premium. Employees of the Transportation Department of the Transportation Land Management Agency ("TLMA") travel crew will receive an inconvenience premium of one hundred dollars (\$100.00) per pay period only during periods of temporary reassignment of the worksite as provided in this subsection. It is the parties' understanding that only employees permanently assigned to a travel crew by the Transportation Department and whose worksite is temporarily transitioned to the Blythe or Thermal Yard, in which the Blythe or Thermal Yard is at least seventy-five (75) miles from the employee's regular work location, shall be entitled to receive the inconvenience premium. In addition, any permanent travel crew employee whose regularly assigned worksite is in the Blythe or Thermal Yard, and whose worksite is temporarily transitioned to a work location that is at least seventy-five (75) miles from the employee's regular work location shall be entitled to receive the inconvenience premium as provided in this subsection.

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

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

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

1. Senior Sheriff's 911 Communications Officers or Sheriff's Communications Supervisors.

- a. Employees hired into the SEIU bargaining unit prior to January 30, 2020, 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:
 1. Intermediate P.O.S.T. Certification – six percent (6%) higher than the base pay rate specified for the non-designated classification
 2. Advanced P.O.S.T. Certification – eleven percent (11%) higher than the base pay rate specified for the non-designated classification
- b. Only for employees hired into the SEIU bargaining unit prior to January 30, 2020, 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.
- c. Employees who are hired or rehired into the SEIU bargaining unit on or after January 30, 2020, 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 to exceed eighty (80) hours per pay period as follows:

1. Intermediate P.O.S.T. Certification – equal to six percent (6%) of the employee's base rate paid as a differential
2. Advanced P.O.S.T. Certification – equal to eleven percent (11%) of the employee's base rate paid as a differential

2. Sheriff's Records/Warrants Supervisors

- a. Employees hired prior to the first pay period following the adoption of this MOU 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:
 1. Intermediate P.O.S.T. Certification – six percent (6%) higher than the base pay rate specified for the non-designated classification.
- b. Only for employees hired into the Sheriff's Records/Warrants Supervisor classification prior to January 30, 2020, 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.
- c. Employees hired or rehired into the Sheriff's Records/Warrants Supervisor classification on or after January 30, 2020 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:
 1. Intermediate P.O.S.T. Certification – six percent (6%) of base pay paid as a differential.

R. Environmental Health Specialist. Any Environmental Health Specialists assigned to an Emergency Response Team shall receive one hundred fifty dollars (\$150.00) per month per employee while assigned to the Emergency Response Team.

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

1. Equipment Operators operating any dozer which is a D-8 equivalent or larger, shall be paid one dollar (\$1.00) per hour for time actually worked operating the dozer; or
 2. Equipment Operators operating a (trash) compactor shall be paid fifty cents (\$0.50) per hour for time actually worked operating the compactor.
- T. Class "A" or "B" License – Agricultural Commissioner's Office. The Agricultural Commissioner's Office may designate employees who, as part of their assigned duties, may be required to drive equipment that requires the operator to possess and maintain a valid California Class "A" or "B" Driver's License. An employee who maintains a current California Class "A" or "B" Driver's License and is designated to operate such equipment shall receive a biweekly bonus, calculated at the rate of ten cents (\$0.10) per hour for each hour worked, not to exceed eighty (80) hours per pay period.
- U. Class "A" or "B" License – Regional Park & Open-Space District. The Regional Park & Open-Space District may designate employees who, as part of their assigned duties, may be required to drive equipment that requires the operator to possess and maintain a valid California Class "A" or "B" Driver's License. An employee who maintains a current California Class "A" or "B" Driver's License and is designated to operate such equipment shall receive a biweekly bonus, calculated at the rate of ten cents (\$0.10) per hour for each hour worked, not to exceed eighty (80) hours per pay period.
- V. Certification. The Regional Park & Open-Space District agrees to pay the differentials set out below for time actually worked by designated employees required by the County to obtain, maintain and utilize the following certifications/licenses:

<ul style="list-style-type: none"> • Certified Pool Operator • Municipal Pool Operator 	Fifteen cents (\$0.15) per hour
<ul style="list-style-type: none"> • Pesticide License • Certified Pest Control Applicator • Certified Playground Inspector • Grade I Waste Water Certificate • Grade I Water Distribution Certificate • Grade I Water Treatment Certificate 	Twenty five cents (\$0.25) per hour
<ul style="list-style-type: none"> • Licensed Pest Control Advisor 	Fifty cents (\$0.50) per hour

This differential will be paid during the period of time the employee is designated by the County as operating under this certification, not to exceed eighty (80) hours per pay period.

W. Canine Duty Pay.

1. Canine Duty Pay. Employees in the District Attorney's Office who are assigned to canine duty shall be compensated at the rate of one dollar and twenty-five cents (\$1.25) per hour, plus overtime rates where applicable, for all time assigned to K-9 duty, including vacation, sick leave, holiday pay and Workers' Compensation leave, provided, however, that this differential shall not be paid during any time when the individual is no longer responsible for caring for the canine. Eligible classifications for Canine Duty Pay include:
 - a. Victim Services Advocate I (79787)
 - b. Victim Services Advocate II (79788)
2. Canine Compensation for Off-Duty work
 - a. Employees assigned to canine duty shall be paid for the off-duty care, feeding and grooming of their canine and the routine, off-duty canine-related maintenance of their canine. Employees assigned to canine duty shall be paid seven (7) hours per pay period at the canine care salary rate of \$15.00 per hour paid at time and one half. Employees assigned to Canine Duty are not permitted to work more than seven (7) hours per period on off-duty canine duties as the County is not paying for more than seven (7) hours per pay period and employees are not permitted to work off the clock.
 - b. In addition to the seven (7) hours of pay per pay period described in the preceding paragraph, canine deputies shall be paid for off-duty veterinary visits and extraordinary off-duty care, provided that, absent an emergency, the employee shall obtain supervisor approval for such care and shall provide appropriate payroll documentation.
3. An employee who does not have responsibility for the canine will not receive the canine compensation provided herein.
4. The assignment and removal from Canine Duty is at the sole discretion of the District Attorney or designee. The determination to assign and/or remove the Canine Duty shall not be subject to the disciplinary appeal procedure in the MOU and cannot be made or interpreted as disciplinary action.

ARTICLE 6
PAY PRACTICES

Section 1. Salary Range Broadband

- A. Implementation. Effective March 12, 2020, 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 were below Step Four of their classification's salary plan/grade at the time of the conversion to the broadband salary range plan 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.

- 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 broad banding pay structure, no employee shall suffer a loss of compensation as exists on the day broad banding is implemented. If as a result of the conversion to the broad banding 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.

Section 2. Merit Increase

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

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

Re-employment at a rate other than the minimum salary for the classification's salary plan/grade shall be considered an original appointment for purpose of fixing the anniversary date.

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

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

D. Denial of Merit Increase. The department head or designee may disallow a scheduled merit increase provided a performance evaluation is first reviewed and approved by the Human Resource Director or designee. If the increase is disallowed, the employee will be provided the reasons therefore in writing.

The Human Resources Director shall promptly act on each increase allowed and the employee shall be paid at the increased rate from the anniversary date. If, through error, the anniversary date of an employee is delayed or omitted, the resulting failure to increase the rate of pay may be cured by retroactively adjusting the rate of pay to the anniversary date. If the department head or designee disallows such increase, the department head or designee shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the department head or designee. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of the department head or designee, which shall be made only on the basis of continued satisfactory performance in the position.

E. Seasonal Employees. With the same procedures as in the foregoing Subsection B, on the first day of the pay period following the completion of one (1) year in a paid status, not including overtime, the salary of a seasonal employee shall be increased. On the first day of the pay period following the completion of an additional one (1) year in a paid status, not including overtime, the employee's salary may again be increased, and thereafter in like intervals. The hours in a paid status need not be continuous, provided no interval of more than one (1) year shall occur when the employee is in an unpaid status.

- F. Effective March 12, 2020, 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.

Section 3. New Employees

- A. Except as otherwise provided by this MOU, a new employee shall be appointed at the minimum salary of the classification's salary range. The department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any salary within the salary plan/grade if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the higher salary proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such a rate that is higher than the minimum of the range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than that rate so authorized to the same or one of said higher rates, fixing the minimum initial salary on such advanced rate. Should incumbent Registered Nurses working for RUHS (excluding Behavioral Health and Public Health) not be advanced in the scenario outlined above, the parties agree to meet and consult on the issue to determine if advancement would be equitable in all the circumstances. The anniversary date shall be the first day of the pay period which is not less than one (1) year in a paid status thereafter, not including overtime. When such an incumbent employee is already at that rate, his/her anniversary date shall not change.

B. Difficult to Recruit Positions.

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

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

Eligibility for the DTR differential shall be determined by the Human Resources Director based on a specific position, classification,

geographical location, and/or department basis that a recruitment or retention issue exists and the DTR designation would assist the County in recruiting and retaining employees in the specific position, classification, geographical location, and/or department.

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

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

The DTR differential shall only apply to actual hours worked.

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

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

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

Notwithstanding the provisions of this MOU, there shall be up to eleven percent (11%) above the maximum salary for the salary range of those classifications or positions reserved for, and designated as, "difficult to recruit".

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

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

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

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

Section 4. Re-Employment

- A. Upon recommendation of the department head or designee and approval of the Human Resources Director or designee, a former regular employee may be re-employed in the same classification which he/she previously occupied, at the same salary of the salary plan/grade as the salary applicable at the time of separation,

provided they were separated in good standing and passed probation in that classification.

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

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

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

Section 5. Promotion

On promotion, the salary shall be at a rate on the new salary plan/grade which is five and a half percent (5.5%) higher, than that paid on the salary plan/grade of the former position where the new salary plan/grade is able to accommodate the increase; if the new salary plan/grade is unable to accommodate the increase, the rate shall be to the maximum of the new salary plan/grade. The effective date of all promotions shall coincide with the first day of a pay period. The anniversary date following a promotion shall be determined as if the date of promotion were the date of employment.

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

Section 6. Transfer

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

Section 7. Demotion

- A. On demotion, the salary shall be at the rate which will result in a five and one half percent (5.5%) reduction in compensation where the new salary plan/grade is able to accommodate the decrease. If the salary plan/grade of the demoted classification is unable to accommodate the reduction, the rate shall be to the maximum of the range of the demoted classification. The anniversary date shall not change. The effective date of all demotions shall coincide with the first day of a pay period.

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

- B. Permanent employees who, within one (1) year following a promotion, voluntarily demote to their previously held classification may return to the rate of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved department head(s) and an opening must exist. The anniversary date shall not change.

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

Section 8. Reclassification

- A. The salary of an incumbent of a position reclassified to a class on the same salary plan/grade shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary plan/grade shall be placed at a rate which is five and a half percent (5.5%) higher, than that paid on the salary plan/grade of the former position where the new salary plan/grade is able to accommodate the increase; if the new salary plan/grade is unable to accommodate the increase, the rate shall be to the maximum of the new salary plan/grade.

The anniversary date following a reclassification to a class with a higher salary plan/grade shall be determined in accordance with this MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of six (6) months in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay

period following each additional one (1) year in a paid status. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

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

Section 9. Temporary Promotion

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

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

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

Section 10. Conformance to Plan

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

Section 11. Board Policy C-26

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

ARTICLE 7
GENERAL PERSONNEL PROVISIONS

Section 1. Probation

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

Computation of the initial probationary period in a paid status does not include overtime, premium pay or unpaid leave of absence. A regular or temporary employee who has not completed the initial probationary period serves at the pleasure of the department head and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this MOU.

Prior service shall not be used to determine successful completion of a probationary period or eligibility for any other status contingent upon continuous service with the County.

- B. Length of Initial Probation. The length of the initial probationary period is twelve (12) months for all positions. Computation of the initial probationary period in a paid status does not include overtime, standby, on-call, or military leave of absence. Time off due to low census staffing at the RUHS-Medical Center shall not count against the completion of the initial probation even if the employee was absent without pay. [NOTE: Supervising Welfare Fraud Investigators must serve at least twelve (12) months initial probation after successfully completing the academy.]

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

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

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

status regardless of any probationary period that was served in the former classification.

- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first twelve (12) months of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary shall be the same rate which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date shall be the effective date of the return to the previously held classification.

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

Section 2. Mileage Reimbursement

Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Adjustments to the County rate, if any, shall be made pursuant to and concurrent with the IRS rate changes.

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

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

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

Section 3. Merit Systems/Veterans Preference

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

Section 4. Employment of Relatives

Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; provided, however, in no instance shall such familial relationship occur between a County officer and employee within the same chain of command or span of control. Examples of such familial relationships include, but is not limited to, spouse, domestic partner, parent (by blood/marriage), guardian or foster parent, child (by blood/marriage/domestic partnership), sibling (by blood/marriage), grandparent and grandchild.

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

Section 5. Payroll

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

The County agrees to meet with SEIU at mutually acceptable times and places to review payroll related problems.

- A. Electronic Fund Deposit of Payroll. Employees shall be required to receive payroll funds by electronic deposit or by pay card
- B. Electronic Pay Advice. Employees shall also obtain their pay advice electronically. The electronic pay advice system will permit employees to

view/print current and previous bi-weekly pay advice/stubs. Employees that do not have access to a secure computer at their worksite to view, save, or print their pay advice shall, upon request, receive a copy from their department payroll representative.

Section 6. Driver's License. Employees who are required to possess a valid California Driver's License shall possess the appropriate license for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor, no later than the next scheduled work day, of the restrictions and/or any and all changes in the license (i.e., suspended, etc.).

If the change restricts the employee's ability to drive and driving is an integral part of his/her normal duties, he/she shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) calendar 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.

ARTICLE 8 LEAVE PROVISIONS

Section 1. Sick Leave

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

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

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

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

B. Proof of Illness

1. When in the judgment of the department head or designee, good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the department head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person

to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work. Employees will be placed on medical certification program in one year increments. Employees on a medical certification program shall have their sick leave usage reviewed at least annually. At the employee's request, sick leave usage can be reviewed at 6 months upon in the one year increment. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence. An employee shall be automatically removed from the medical certification program if their sick leave usage was not reviewed within a 12-month period.

- a. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted as a result of a serious health condition that has been qualified and designated under the applicable state and/or federal leave law(s) unless they are on a medical certification program.
 - b. An employee off work or contemplating to be off work as a result of a serious health condition that has been qualified and designated under the applicable state and/or federal leave law(s) shall provide a health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with B.1 of this section.
2. An employee off work or contemplating to be off work due to illness or injury for an extended period of five (5) consecutive working days or more shall provide a health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements. An employee who is assigned to a 72-hour work schedule, and was off work or contemplating to be off work due to illness or injury for a period of three (3) consecutive working days or more, shall be required to provide a comprehensive health statement to the same effect as other employees.
- C. Reporting Requirements. In the absence of a more stringent department policy, an employee reporting off work for sick leave usage shall call the employee's supervisor or designee within one (1) hour before or after the employee's scheduled starting time.
- D. Reason for Usage. Sick leave may be used for the diagnosis, care or treatment of, or preventative care for, the employee. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for, an employee's family

member, as defined under applicable law, and shall be permitted up to the minimum established by the law.

E. Payout for Sick Leave. Upon service retirement, disability retirement or death of an employee, and subject to the provisions of any applicable agreement between the employing agency and the Public Employees' Retirement System, unused accumulated sick leave shall be contributed into the Voluntary Employee's Beneficiary Association ("VEBA") to be paid as listed below (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than listed in this subsection):

1. Employees with at least five (5) but less than fifteen (15) years of continuous service, at the employee's election, shall be paid at the rate of fifty percent (50%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.
2. Employees with fifteen (15) or more years of continuous service, at the employee's election, shall be paid at the rate of one hundred percent (100%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.
3. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.
4. 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 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) calendar 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.

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.

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.

- B. Effective February 10, 2022, 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.

Section 3. Bereavement Leave

The County agrees to allow up to five (5) working days of leave, three (3) of which will be County paid and the additional two (2) days to be deducted from the employees' sick leave. Eligible employees must be in a paid status and be compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child, child of a domestic partner, grandparent, grandchild, step-relationships of the same categories, legally authorized guardian or foster parent. The County has the right to require proper documentation in support of the requested leave.

Under extenuating circumstances, and with the prior approval of the department, employees shall be permitted to take up to five (5) additional working days of leave,

provided the employee has sufficient vacation time, compensatory time off, or compensatory holiday time off to cover the absence.

Section 4. Fitness for Duty

A department/district head, or a designee, may when in their judgment good cause exists, order an employee off work until such time as the employee is able to present the department/district head, or a designee, a physician's certificate, stating that the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.

When the department/district head, or a designee, orders an employee off work, the employee shall be referred to a County approved physicians or health care professionals legally authorized to provide the appropriate specialized health care. If the employee is uncomfortable with the selected physician or health care professional the County will provide an alternative physician or health care professional.

The cost of the above mentioned medical services shall be paid by the County and the employee shall be placed on paid Administrative Leave for that period of time between his/her placement on leave and the County's receipt the physician's findings.

Section 5. Department Leave of Absence/Official Leave of Absence

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

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

1. Department Leave of Absence Department leave of absence up to four hundred eighty (480) hours within a twelve (12) month period may be granted to any employee by the department head. Such leave shall be reported as leave of absence via the department's/district's payroll. The department head may require the leave of absence to be for a specified period of time and appropriate conditions may be imposed in accordance with applicable leave laws, such as providing sufficient medical documentation or other evidence substantiating the leave.

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending health care provider prior to being allowed to return to work. Any release with restrictions may be allowed after it has been determined that the employee

is able to perform the essential functions of their position, either with or without reasonable accommodation as required under the Americans with Disabilities Act, the Fair Employment and Housing Act, a County designed temporary modified duty assignment, and/or the County return to work program.

2. Official leave of absence. A regular employee may request and be granted an official leave of absence exceeding four hundred eighty (480) hours of leave, upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the department head and with the written approval of the Human Resources Director or designee. Application must be made on a form supplied by the County Human Resources Department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the agency/department/district head, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

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

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

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

Section 6. Jury Duty

- A. An employee who is called for jury duty shall be compensated at the base rate of pay (as though he/she was working) for those hours of absence due to the jury duty that occurs during the employee's regular scheduled working hours.
- B. If an employee is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.
- C. An employee on jury duty must return to work after the jury service is done for the day. The employee may call in to his/her supervisor and ask to use leave to cover the rest of his/her shift.
- D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
- E. An employee who is scheduled for an evening or night shift on a day he/she is called to jury service will be authorized to request a change in his/her work hours in order to report to jury service under this section.
- F. An employee who is called to jury duty will not be subject to working his/her full evening or night shift if there is not a minimum of eight (8) hours before or after assigned jury duty. If there is less than eight (8) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave his/her shift early to allow for a minimum break of eight (8) hours. If there is less than eight (8) hours between the end of the jury duty and the start of their shift, an employee will be able to delay his/her usual start time to ensure an eight (8) hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued leave subject to supervisor approval.
- G. Any employee called as a witness arising out of or in the course of County employment shall be deemed to be on duty and there shall be no loss of base salary.
- H. Employees who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, the employee may use leave accruals other than sick leave for such an absence.

Section 7. Abandonment/Automatic Resignation

- A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written department notification does not respond to

the department and/or does not provide a satisfactory explanation for the absence and for the employee's failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three (3) business days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers.

- B. An employee may, within ten (10) business days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, the employee may file a further appeal with the Human Resources Director, or designee, within ten (10) business days from service of the denial of reinstatement. Reinstatement may be granted only if the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and the neutral finds that the employee is ready, able, and willing to resume the discharge of the duties of the position.
1. Appeals shall be heard by a mutually agreed upon third party neutral (herein referred to as a neutral). The neutral's decision may be verbal or in writing. The decision of the neutral shall be binding on both parties, neither of which shall have the right of further appeal.
 2. Only the employee and one (1) representative and the department head or a designee and the Human Resources Director or designee shall take part in the presentation of any appeal.
 3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the neutral. The neutral may consult with witnesses informally and otherwise investigate the controversy.
 4. The judgment of the neutral shall be rendered within five (5) business days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
 5. The neutral's authority shall be limited to deciding the issues submitted by the parties. The neutral shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.

6. All costs for the service of the neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne by the County and SEIU. SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by SEIU at the hearing.

ARTICLE 9 VACATION

Section 1. Vacation

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

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

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

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

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than the maximum applicable to the current vacation accrual rate, and may be taken only at a time or times agreeable to the department head or designee. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall be taken for a period exceeding the maximum accumulated hours accrued at the time vacation leave is taken.

All employees covered under the terms of this MOU may accumulate accrued vacation for not more than a maximum of four hundred eighty (480) hours.

- B. Vacation Pay upon Termination. Any employee who separates employment shall be entitled to pay for all earned vacation at the employee's base rate of pay. For the purpose of this paragraph, vacation shall be deemed earned to the date of separation.
- C. Exclusions. Seasonal employees shall not be entitled to paid vacation
- D. Additional Compensation. No person shall be permitted to work for compensation for the County during vacation, except with prior approval of the Human Resources Director and the department head. For purposes of this Section, the period of vacation will commence when the first use of vacation leave starts until the time the employee actually reports to work a regular shift.

- E. Part-Time Employees. A regular part-time employee shall accrue vacation in the same manner as a full-time employee based on actual hours worked.
- F. Prior County Service. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this MOU may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Human Resources Director.

ARTICLE 10 HOLIDAYS

Section 1. Paid Holidays

A. County Holidays

January 1, New Year's Day
Third Monday in January, Martin Luther King, Jr.
February 12, Lincoln's Birthday
Third Monday in February, Washington's Birthday
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Columbus Day
November 11, Veterans' Day
Fourth Thursday in November, Thanksgiving Day (unless otherwise appointed)
Friday following Thanksgiving
December 24 and 31 when they fall on Monday
December 25, Christmas Day
December 26 and January 2, when they fall on a Friday

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

B. Qualifying Factors

1. Only regular, probationary, and seasonal employees in a current paid status shall be eligible for paid holidays.
2. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.

3. An employee who is terminating employment for reasons other than paid County retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
4. An employee who is in an unpaid status for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

C. Payment for the Holiday

1. Working the Holiday. Regular or seasonal full-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their base hourly rate of pay for the time actually worked. In addition, such employee shall have a choice of:
 - a. Banking holiday time - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at his/her base hourly rate of pay – not to exceed eight (8) hours pay - for the holiday.
2. Not Working the Holiday. A regular employee whose regularly scheduled day off falls on a paid holiday and who does not actually work on the holiday shall have a choice of:
 - a. Banking holiday time equal to the regularly scheduled workday - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at his/her base hourly rate of pay equal to the regularly scheduled workday – not to exceed eight (8) hours pay - for the holiday.
3. Part-Time Employees. Regular part-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their base hourly rate of pay for the time actually worked. In addition, a regular part-time employee shall receive holiday pay for the holiday - or portion thereof - which coincides with their regularly scheduled working hours – not to exceed eight (8) hours pay - (e.g. a part-time employee who regularly works four (4) hours each Monday shall receive four (4) hours holiday pay for any holiday falling on a Monday.)

If the regular part-time employee does not have a regular shift schedule, he/she shall receive holiday pay in an amount equivalent to the reduction in his/her regular pay for the workweek – not to exceed eight (8) hours pay - (e.g. a part-time employee with an irregular schedule who normally works twenty (20) hours per week but who, as a result of the holiday, only works sixteen (16) hours that week shall receive four (4) hours holiday pay for that

week). If the regular hours of work for such employee are not reduced during the holiday week then no holiday pay is due.

4. Scheduling Banked Holiday Time Off. Holiday banked time off shall be scheduled in the same manner as regular Compensatory Time Off and shall be granted within a reasonable time following the request.
5. Special Provisions. Notwithstanding the above, any employee in the class of Sheriff's Communication Supervisor, Senior Sheriff's 911 Communications Officer or Senior Public Safety Communications Officer whose regularly scheduled working day falls on a paid holiday, and who actually works on that holiday, shall be entitled to not more than twelve (12) hours of compensation at the rate of one and one-half (1-½) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked. Accumulated holiday credit earned at the expiration of each prescribed pay period, upon election of the employee may be accumulated to their accumulated holiday credit or be paid to the employee by County Warrant.
6. Double Time for Holidays. Any Social Services Practitioner (assigned to Children's Services), Social Services Supervisor (assigned to Children's Services), and Social Services Assistant who is in on-call status on a holiday, as defined in the MOU between the parties, and who is called in to work on such holiday shall be paid two times (2X) his/her base hourly rate of pay for all hours worked on that holiday irrespective of whether such hours worked would be considered overtime under any other provision of the MOU.

ARTICLE 11 REIMBURSEMENT PROGRAMS

Section 1. Living Quarters, Meals, or Laundry Service

Rates for maintenance, including living quarters, meals, or laundry service, furnished by the County to any employee, shall be fixed by a resolution of the Board of Supervisors from time to time. Payment therefore shall be made by a deduction from compensation, or by performance of additional services, as may be determined by the Board of Supervisors. No person shall receive maintenance at any institution unless on duty at such institution.

Section 2. Meals

No charge for meals shall be made where the same are furnished for the convenience of the County, such as for employees at County institutions who are required by the nature of their duties to take their meals in connection with such employment., and cooks and kitchen helpers when working an eight (8) hour shift for the convenience of the County

shall be furnished one (1) meal without charge in every department, district or institution of the County where kitchen facilities are maintained and meals regularly prepared. No person shall receive maintenance at any institution unless on duty at such institution.

Section 3. General Provisions

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

Section 4. Moving Expenses-Current Employees

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

Section 5. Education for Continued Licensing

A. Tuition and/or Registration Fees

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

5. The granting or denial of education time shall be at the discretion of the department head or designee based on the operational needs of the department and reasonableness of the 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 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.

- C. Procedure. An eligible employee desiring education time must request approval from the department head or designee a reasonable time in advance of the requested date or dates. A request for education time shall be in writing and state:
1. The location, date, time, subject, and number of contact hours of the course to be attended.
 2. The number of hours needed to renew the employee's professional license; and
 3. The date the employee's current license expires.
- D. Registered Nurses. R.N.'s License renewal date shall be used to commence the time period of two (2) fiscal years for the Education for Continued License hours allowed under this MOU.
- The County shall pay the cost of mandatory critical care courses offered by RUHS. Courses offered outside of RUHS must receive prior approval of RUHS in order to be paid.
- E. Physician Assistants. Physician Assistant I, II, and III, and Physician Assistants - Adult Detention License renewal dates shall be used to commence the time period of two (2) fiscal years for the Education for Continued License hours allowed under this MOU.
- The County shall pay the cost of mandatory courses offered by the RUHS. Courses offered outside of the RUHS must receive prior approval of the RUHS in order to be paid.
- F. Mobile Intensive Care Nurse (M.I.C.N.) at the RUHS-Medical Center Emergency Room. Time needed to complete required courses for M.I.C.N., including ride-along, shall be treated as regular time worked. The courses and time must be approved by the RUHS.

Section 6. Environmental Health Specialists (EHS)

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

REHS State Application Fee
REHS Transcript Review Fee

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

REHS State Exam Fee

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

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

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

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

ARTICLE 12 DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Applicability

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

Section 2. Just Cause

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

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

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;

- G. Absence without leave;
- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed;
- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department; The department/district shall prescribe procedures to insure that employees affected by the requirements are informed of them;
- O. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy; and,
- P. Violation of the County Anti-Violence in the Workplace Policy.

Section 3. Suspension

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

Section 4. Reduction in Compensation

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

Section 5. Process of Review

By resolution, the Board of Supervisors shall provide a procedure whereby the involuntary dismissal, demotion, reduction in compensation, or suspension of an employee, shall at the employee's request, be reviewed to determine whether such action was justified and should be upheld. The procedure shall include the right, after notice, to a hearing before a designated body or officer having power to affirm, revoke or modify the action reviewed.

ARTICLE 13 DISCIPLINARY APPEAL PROCEDURE

Section 1. General

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

- A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or written reprimand in lieu of suspension (FLSA exempt employees only which shall for all purposes have the effect of the equivalent suspension) imposed for disciplinary reasons, directly affects the wages, hours, or working conditions of a permanent employee.
- B. Unless otherwise specified, as used in this procedure, "department head" includes the department head or designee. .
- B. Department, for purpose of this procedure, shall be defined as an agency, department, or district of the County which is set out in a separate section of Salary Ordinance No. 440.
- C. The Human Resources Director may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director may be exercised by a designee.

Section 2. Paid Administrative Leave

Pending investigation by the department head of an accusation or accusations against an employee alleging employee misconduct, covered under Article 12 of this MOU, the department head, with approval by the Human Resources Director, may place the

employee on a paid administrative leave for a period of time not to exceed sixty (60) calendar days with pay.

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

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

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

Section 3. 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 and delivered to the

Human Resources Director or designee, 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.

Section 4. Notice of Disciplinary Action

- A. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as previously provided, at least seven (7) business days prior to the effective date of the action and shall include:
 - 1. A description of the action(s) to be taken and the expected effective date(s);
 - 2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
 - 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
 - 4. A statement informing the employee of the right to respond either verbally or in writing, to the department head prior to the effective date of the disciplinary action(s).
- B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on or before the effective date of the action and shall include:

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

Section 5. Amended Notice of Disciplinary Action

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

Section 6. Appeals

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

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

Section 7. Waiver

If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived. Further, after an appeal is filed if the employee, or his/her representative, fails to take the next step to advance the appeal at any point in the process for ninety (90) calendar days the appeal is deemed to be withdrawn and the right to review is waived.

Section 8. Hearing Procedure - Minor Discipline

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, or a pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand in lieu of suspension of eighty (80) working hours or less, the appeal shall be determined under the following provisions:
1. Appeals shall be heard by a person assigned by the State Mediation and Conciliation Service or another third party neutral (either hereinafter referred to as an arbitrator) as agreed to by the parties. The arbitrator's decision may be verbal or in writing. The arbitrator's decision shall be binding on both parties, neither of which shall have the right of further appeal.
 2. Only the employee and one (1) non-attorney representative and the department head or designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self-represented. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
 3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The arbitrator may consult with witnesses informally and otherwise investigate the controversy.
 4. The arbitrator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
 5. The judgment of the arbitrator shall be rendered within five (5) business days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
 6. The arbitrator's authority shall be limited to deciding the issues submitted by the parties. The arbitrator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.
 7. All costs for the service of the arbitrator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and SEIU. SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by SEIU at the hearing.

Section 9. Hearing Procedure - Major Discipline

- A. Appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary shall be heard by a neutral.
- B. The parties shall maintain a jointly negotiated list of no fewer than seven (7) nor more than up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from SEIU and the County shall meet to establish the list of up to eleven (11) arbitrators.
- C. The hearing shall be set by the Human Resources Director, or designee, and employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- D. The employee and the department head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee may be represented only by the exclusive employee organization.
- E. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the officer or employee. The Human Resources Director, or designee, shall arrange for the production of any relevant County record. The arbitrator is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the department head may, at their own expense, provide a reporter for the hearing.
- G. The expenses of the arbitrator and transcripts, if required, shall be shared equally by the County and SEIU. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.
- H. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

- I. Within twenty-one (21) business days following the submission of the appeal, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the arbitrator shall be final subject to the right of either party to seek judicial review under Section 1280 et. seq. of the California Code of Civil Procedure.
 1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the MOU but, rather, shall interpret and apply its terms.
 2. The arbitrator will not substitute his/her discretion and judgment for that of management for sustained charges unless the neutral finds that discrimination, unfairness, capriciousness, or arbitrary action by the County is proven.
 3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
 4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.
 5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
 6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.
 7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such

outside employment earning records during the period of time in question when requested.

8. The arbitrator shall render findings sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise a reviewing court of the basis for the arbitrator's decision. If the arbitrator fails to do so either party may request in writing within thirty (30) business days of the issuance of the decision that the arbitrator render such findings.

Section 10. Evidence and Procedures Applicable to All Hearings

- A. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.A. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.
- C. Irrelevant and unduly repetitious evidence shall be excluded.
- D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, advocates, Management or employees of County departments involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- E. Oral evidence shall be taken only on oath or affirmation. Any written statements, declarations, or affidavits admitted as evidence shall be made or sworn under penalty of perjury.
- F. Employees not testifying in their behalf may be called and examined as on cross-examination.
- G. The employee and the department head shall have these rights:
 1. To call and examine witnesses;
 2. To introduce exhibits;

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

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

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

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

1. a party file and deliver, within a fixed time, to each other party as specified by the neutral, any relevant documents,
2. any preliminary applications be brought within a fixed time or by a specified date,
3. a statement of agreed facts be filed within a fixed time or by a specified date,
4. a party deliver a written summary of the proposed evidence of a witness within a fixed time or by a specified date,

5. experts who have been retained by the parties confer, on a without prejudice basis, to determine those matters on which they agree and to identify those matters on which they do not agree,
 6. the hearing be adjourned,
- and, on making an order the neutral may give other directions that he/she thinks just or necessary.

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

ARTICLE 14 APPEAL PROCESS FOR NON-DISCIPLINARY RELEASE

This Article shall only apply to an employee who has been separated from employment by the County for non-disciplinary reasons and whose right to collect a disability retirement from CalPERS has not vested.

Section 1. Notice of Action

- A. Written notice of the intent to separate for non-disciplinary reasons shall be served on the affected employee at least seven (7) business days prior to the effective date of the action and the notice shall include:
 1. A description of the action to be taken and the expected effective date;
 2. A clear and concise statement of the specific grounds and particular facts upon which the action is based;
 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
 4. A statement informing the employee of the right to respond either verbally or in writing, to the department head prior to the effective date of the separation.
- B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the separation will be implemented shall

be served on the employee on or before the effective date of the action and shall include:

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

Section 2. Appeals

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

An appeal shall include:

- A. A copy of the notice of intent and the notice of separation served on the employee;
- B. A brief statement of the facts and reasons for the appeal; and
- C. A brief statement of the relief requested.

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

Section 3. Waiver

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

Section 4. Appeal Procedure

- A. The parties shall maintain a jointly negotiated list of up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.

- B. The hearing shall be set by the Human Resources Director, or designee, and the employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- C. The employee may be represented by counsel or other representative; however, if the employee is in a represented unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee shall be represented only by the Exclusive Employee Organization. The County may be represented by counsel or other representative.
- D. It shall be the duty of a County employee to attend a hearing and testify upon the written request of the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the employee. The arbitrator is authorized to issue subpoenas.
- E. All appeal hearings under this Section shall be reported by a stenographic reporter.
- F. The expenses of the hearing, including but not limited to, the costs of the arbitrator and transcripts shall be shared equally by the County and the Union. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness during the employee's regular working hours shall be released from work without loss of compensation or other benefits to attend the hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.
- G. In the event an employee is not represented by the Union, the cost of the hearing shall be shared equally by the Union and the County. SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by SEIU at the hearing.
- H. Any expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or cancelling party.
- I. Within twenty-one (21) business days following the hearing of the appeal, or as soon thereafter as practicable, the arbitrator shall submit written findings of fact, conclusions of law and the decision to the parties.
 - 1. The arbitrator shall confine the decision to whether, based upon the evidence at the time the County separated the employee, the employee was medically or psychologically incapacitated from performing the essential functions of his/her position for a permanent or uncertain duration. The arbitrator shall not substitute their opinion for that of the health care provider.
 - 2. The arbitrator's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee

received since the date of discharge. The employee shall supply records of such employment earnings when requested.

- J. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely upon in the conduct of serious affairs. Irrelevant and unduly repetitious evidence shall be excluded.
- K. Hearsay evidence shall be admitted and used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support separation from employment unless it is the type of hearsay admissible over objection in a civil action.
- L. Medical records may be submitted and relied upon without the requirement that the health care provider testify to authenticate those records. This does not preclude either party from calling health care providers to testify in support of whether the employee is fit or unfit to perform the essential functions of the position.
- M. The rules of privilege shall apply to the same extent to which they are recognized in a civil action. In addition, communications between the Human Resources Department and advocates, or representatives of the department involved in the arbitration, and communications between the Union representative and the employee shall be confidential and not subject to disclosure in a hearing.
- N. Oral evidence shall be taken only on oath or affirmation.
- O. Employees not testifying on rebuttal may be called and examined on cross examination.
- P. The employee and the department head or designee shall have these rights:
 - 1. To call and examine witnesses;
 - 2. To introduce evidence;
 - 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 - 4. To impeach any witness regardless of which party first called the witness to testify; and
 - 5. To rebut any derogatory evidence.
- Q. The hearing shall be a private proceeding among the County's representative, the employee and the employee's representative.
- R. The decision of the arbitrator shall be an advisory decision upon the parties. However, each party shall be entitled to petition the Superior Court to confirm,

correct or vacate the award as provided for by C.C.P. § 1285 et. seq. and within the time requirements set forth in C.C.P. § 1288.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1. Discussion of Request or Complaint

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

Section 2. Grievance Definition

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. Appeals to the Accident Review Committee;
 - 7. Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;
 - 8. 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 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 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 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

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) 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.
- B. Step 1. In the event the matter is not resolved as a result of the discussion described in (A) above, the employee shall, within fifteen (15) business days after the discussion with his/her supervisor, submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's department head. Within fifteen (15) business days after submission of the petition, the department head or a designee shall meet with the grievant and the grievant's representative, if any. No later than fifteen (15) business days thereafter, the department head, or a designee, shall render a written decision.
- C. Step 2. Failing to resolve the grievance at Step 1, the grievant or the Union shall submit a written request for review within ten (10) business days following the date the department head or designee renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) business days of the submission of the request for review. No later than ten (10) business days thereafter, the Human Resources Director, or a designee, shall render a written decision.
- D. Step 3. Failing to resolve the grievance at Step 2, the Union shall submit a written request for arbitration to the Human Resources Director, or designee, within ten (10) business days following the date the Human Resources Director, or designee, renders a decision.

- E. A grievance first filed with the Human Resources Department during the term of this MOU shall thereafter be subject to final and binding arbitration. For grievances first filed with the Human Resources Department before or after the term of this MOU shall 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 filed 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.
- C. At the beginning of the arbitration proceeding, if the County disputes that the grievance is arbitrable, the issue of arbitrability shall first be decided by the arbitrator as a threshold issue. If 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 open the proceeding to a hearing on the merits of the grievance.
- 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.
- 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 head at least two (2) business days in advance of the hearing date.

- 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.

- G. If the neutral sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU.
- 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.
- 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 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.
- 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 16
ANTI-STRIKE CLAUSE

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

Should a strike (including sympathy strike), sick-out, picketing, boycott or any other interruption of work occur, the County shall notify the Union of the existence of such activity and the Union will take all reasonable steps to terminate such activity and induce the employees to return to work.

ARTICLE 17
ON-THE-JOB INJURY OR ILLNESS

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

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

In the event of substantial doubt whether temporary disability payments are payable under the Workers' Compensation Law for the disability, or doubt as to the extent thereof, payment on account of sick leave shall be withheld, except to the extent authorized by this section, until the issue is determined either by assumption of liability by the compensation insurance carrier or by adjudication of liability. In the event of substantial doubt whether the disability is compensable pursuant to Section 4850 of the Labor Code, payment of salary shall be withheld, except as to so much thereof as shall be equal to the value of accrued sick leave, vacation and compensatory time off for overtime, until the issue shall be adjudicated.

ARTICLE 18
LAYOFF AND REINSTATEMENT

Section 1. Seniority

- A. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire. Time off due to low census staffing at the RUHS-Medical Center shall not count against an employee's length of continuous service with the County, in a regular position, even if the employee was absent without pay.
- B. Definition of Department. For purposes of this provision, department shall be defined as:
1. A unit of administrative staff directly supporting the umbrella agency (e.g., Transportation Land Management Agency, Riverside University Health System, etc.).
 2. A department within an umbrella agency; or
 3. A department; or
 4. A district of the County; or
 5. A County Service Area.
- C. Whenever more than one (1) employee in a department/district has the same most recent date of hire, seniority shall be determined in the following order: regular hours of County service from the most recent date of hire, seniority in classification, and seniority in the department.
- D. Except as otherwise provided in this Procedure provision, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the layoff list.

Section 2. Reduction in Force

- A. When it becomes necessary to reduce the work force in a department/district, the department/district head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department/district. No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department/district. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.
- B. Any reduction in the number of regular employees holding a job classification designated by a department/district head for layoff shall be made in the following order of employment status:

1. Temporary promotion employees (return to former class);
 2. Probationary new employees;
 3. Probationary transfer employees, probationary promotional employees, and regular employees.
- C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department, subject to the approval of the Human Resources Director. Employees laid off out of seniority shall be given written notice of this action.
- D. After consultation with the Human Resources Director or a designee, the department/district head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least fourteen (14) days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice twenty-four (24) hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:
1. The reason for layoff;
 2. The effective date of the action;
 3. If laid off out of seniority.
- E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the department/district, and was not removed there from for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department/district to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven (7) days of written notification of layoff by personal delivery or mailing of a certified letter.
- Regular employees who elect to demote under this provision shall be placed at a rate at or nearest to their present salary within the range of the class to which they are demoting provided such rate shall not exceed present salary.
- F. SEIU will be provided a copy of the final layoff list.

Section 3. Reassignment

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

Section 4. Employment Counseling and Priority Referral List

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

- A. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred first to any department/district requesting a recruitment for classifications from which the employees were laid off.
- B. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred first to departments/districts requesting recruitments for all other classifications within SEIU bargaining units.
- C. Departments/districts are required to notify the Human Resources Department in writing why these candidates are unacceptable before outside candidates will be referred.

Section 5. Departmental Reinstatement List

- A. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under subsection (c) above, shall be placed on Departmental Reinstatement Lists for all classifications of a currently equal or lower salary range in which the employee ever held regular status, provided the department is allocated any positions of such classification.

- B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
1. The expiration of two (2) years from the date of placement on the list.
 2. Failure to report to work within seven (7) business days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
 3. Failure to respond within seven (7) business days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify his/her department head, in writing, of the employee's current mailing address.
 4. Request in writing to be removed from the list.
- D. Status on Reinstatement. Reinstatement is defined as recall by the same department, from a Departmental Reinstatement List, into a regular position. Upon reinstatement, the employee shall be entitled to:
1. Restoration of all sick leave hours credited to the employee's account on the date of layoff.
 2. Continuation of seniority.
 3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
 4. Placement on the salary plan/grade at a rate which is nearest former or current pay rate, whichever is higher, with the employee's hours at that rate being the same number of hours which the employee had at the time of layoff.
 5. Continuation of all previous retirement benefits as allowed by CalPERS regulations, including but not limited to, the retirement calculation (i.e. single highest year or three (3) highest year average), compensation formula (i.e. 3% @ 60 or 2% @ 60), rate of EPMC pick-up required from employee, and survivor allowances as allowed pursuant to CalPERS regulations.

Section 6. Re-employment

- A. Status on Re-employment. Re-employment is defined as being employed within two (2) years following layoff by the same or other department into a regular

position other than that from which the employee had reinstatement rights. If re-employed, the employee shall be entitled to:

1. Restoration of all sick leave hours credited to the employee's account on the date of layoff.
2. Continuation of seniority shall be credited to the employee upon successful completion of the applicable probationary period.
3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
4. Continuation of all previous retirement benefits as allowed by CalPERS regulations, including but not limited to, the retirement calculation (i.e. single highest year or three (3) highest year average), compensation formula (i.e. 3% @ 60 or 2% @ 60), rate of EPMC pick-up required from employee, and survivor allowances as allowed pursuant to CalPERS regulations.

- B. Priority Consideration for Re-Employment. Vacant regular positions in SEIU represented classifications that a Department elects to fill shall be offered first to SEIU represented persons, by seniority, who have been permanently laid-off from another SEIU represented classification for a period not exceeding two (2) years from the date of their initial lay-off provided that such person has the ability, qualifications, experience, availability and satisfactory work performance to fulfill the requirements of the position. If the Department Head or designate does not select a candidate that has been laid off from an SEIU classification, upon request, they shall provide justification, in writing, to the Human Resources Department as to the reasons for that decision. It is understood and agreed that the matter of determining the ability, qualifications, experience, availability and satisfactory work performance shall be made by the Department Head or designate responsible for the hiring decision and that the Human Resource Department official may also perform such an assessment. It is further understood that any assessment of an individual's ability, qualifications, experience, availability and satisfactory work performance will be measured against the posting requirements for the position. The County agrees to maintain a seniority list of laid-off SEIU members who are entitled to be considered for re-employment under this provision. SEIU members must make themselves available within seven (7) calendar days following the date they are notified.

Section 7. Temporary Recall

Departments may elect to recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than thirty (30) days and not to exceed four hundred eighty (480) full-time hours within a six (6) month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond four hundred eighty (480) full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits as defined under this Article.

Section 8. Reporting

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

ARTICLE 19 DRESS CODES AND UNIFORMS

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

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

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

Section 1. Sheriff's Department Dress Code

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

Section 2. Uniforms

A. General Uniform Provisions

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

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

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

B. Department Specific Uniforms/Equipment

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

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

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

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

The uniform allowance will be tracked by County Fire Finance per each employee's anniversary date to ensure that the annual uniform allowance is not exceeded per employee. No uniform vouchers will be issued prior to the anniversary date.

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

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

Emergency Services Coordinator (74168)

Emergency Services Program Supervisor (74169)

4. Cooks. Permanent employees working for the RUHS-Medical Center in the classification of Supervising Cook (54433) will be provided four (4) shirts and two (2) pants. Worn out or damaged shirts and pants as determined by the Department, may be replaced by turning in the worn out or damaged article. The employee upon termination shall return all shirts and pants purchased by the County.

5. Waste Resources

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

6. Regional Park & Open Space District.

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

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

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

Supervisory Unit

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

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

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

Initial Issue of Uniforms.

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

Annual Uniform Allowance.

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

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

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

7. Community Action Partnership. The County shall provide an allowance for uniforms not to exceed three hundred and fifty dollars (\$350.00) per employee annually for each person employed in the following classifications:

- a. Housing Specialist I (97462)
- b. Housing Specialist II (97463)
- c. Housing Specialist III (97464)

ARTICLE 20

VOLUNTARY TIME-BANK

Section 1. Catastrophic Time Bank

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

- A. Definition of eligible employees. Only employees in regular positions are eligible to participate in the Riverside County Voluntary Time-Bank. Employees receiving disability payments or Workers' Compensation may be eligible for a prorated time-bank reimbursement such that total payments do not exceed 100% of the regular pay.
- B. Definition of catastrophic illness or injury. Catastrophic illness or injury is a severe illness or injury which is expected to completely and totally incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (i.e., the spouse, registered domestic partner, son, daughter, step-son, step-daughter, foster-son, foster-daughter, child of registered domestic partner, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for at least two (2) weeks to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted.
- C. Conditions and procedures under which a Time-Bank may be established.
 - 1. The Human Resources Department will establish and administer all Time-Banks. The Human Resources Department will have authority to approve all Voluntary Time-Bank requests.
 - 2. The department head, upon concurrence from the Human Resources Director or designee, may request establishment of a Time-Bank.
 - 3. When the department/district head has determined that an employee would benefit from the establishment of a Time-Bank, the department/district head will contact the employee to determine if the employee desires to participate in a Time-Bank program. If the employee desires to participate in the Time-Bank program, the department/district head will contact the Human Resources Department and recommend the establishment of the program.
 - 4. The Time-Bank will be established on behalf of an individual employee. The bank will accept donations of leave from one (1) or more donors.

5. The department head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.
6. An employee can only have one (1) Time-Bank established at a time.

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

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

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

1. Only the employee for whom the Time-Bank has been established may receive leave credits from the Time-Bank. Such leave credits shall be added to the employee's vacation balance.
2. The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one (1) catastrophic illness.
3. Extension to a Voluntary Time-Bank will require a separate approval by the Human Resources Department and department head.

F. Steps to be taken by the department to establish a Time-Bank program.

A department/district head who decides that the department will participate in a Time-Bank program will arrange with the Human Resources Department for the establishment of the Time-Bank for the individual. The procedure to be followed must include:

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

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

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

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

G. The Human Resources Department will:

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

Determined qualification, under the standards above, for the establishment of a Time-Bank.

Control the Time-Bank program.

The employee benefiting from the Time-Bank and the Human Resources Department will agree on the content of the publicity.

Publicize the establishment of the Time-Bank program. The notice will inform all employees of:

The establishment of the voluntary program.

Their opportunity to donate.

How donations are submitted.

Notify the department/district head immediately if the program cannot be established and the reason(s).

ARTICLE 21
APPEAL PROCEDURE
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures

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

A. The Accident Review Committee will make a determination if an accident is preventable or non-preventable in the absence of the employee.

- B. If the Accident Review Committee determines that the accident is non-preventable or operational, no appearance will be granted to an employee to appear before the committee.
- C. If the Accident Review Committee determines an accident is preventable, an employee may request an appeal to the determination and appear before the committee to present their evidence and give testimony.
- D. Appeal of Accident Review Committee Determination.
 - A. A notice of determination is sent to the employee by certified mail return receipt requested to their last known address if the accident is determined to be preventable. The notice of determination will include an employee's right to appeal the committee's finding. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing and proof of receipt of the notice of determination to the employee.
 - B. The employee shall submit a written request for review within ten (10) business days following the date of the receipt.
 - C. An employee is entitled to representation during the presentation of this appeal.
 - D. The Accident Review Committee shall review the evidence and testimony presented by the employee(s) and/or their representative and makes its final determination. The final copy of the Accident Review Committee's determination will be sent to the employee's department and their representative or the employee.
 - E. If there is no appeal made within the stipulated time limits, the final copy of the Accident Review Committee's determination will be sent to the employee's department and the employee.
- E. The County will release the employee from work with pay for the actual time needed for their presentation. An employee is not entitled to preparation time or mileage paid by the County. In cases where the employee is in an outlying area, a presentation may be made by a telephone conference call with the Accident Review Committee at the employee's option.
- F. Employee is entitled to any information that the County uses upon which it bases its initial determination.

ARTICLE 22
ALCOHOL AND DRUG ABUSE POLICY

The Board of Supervisors Policy C-10 was enacted to eliminate substance abuse and its effects in the workplace. The policy provides that employees shall not be under the influence of alcohol or drugs while on duty or on a standby or an on-call status; or consume alcohol or illicit drugs while on County property or at work locations or while on duty; or possess controlled substances or prescription drugs without a prescription while

on duty. Employees shall not: manufacture, sell, provide, distribute, or dispense prescription drugs or controlled substances to any other employee or to any person while on duty unless authorized by law; or sell, provide, distribute, or dispense alcohol to any other employee while such employee is on duty.

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.

ARTICLE 23 BENEFIT PROGRAMS

Section 1. CalPERS Health Insurance Plan

Effective July 1, 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.

Section 2. Flexible Benefit Contributions

- A. Contribution Amounts for Employees in County Sponsored Health Insurance.
For full time employees 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.
- B. Medical Premium Subsidies. Effective two full pay periods after the adoption of this MOU by the County Board of Supervisors [February 27, 2020], the County's payment of medical subsidies for employees 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 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.

1. An employee may elect the Medical Waiver Option declining medical coverage for the employee and the employee's dependents with adequate proof of enrollment in other qualifying group health insurance coverage. Effective May 7, 2020, if the employee elects to waive health insurance coverage, the employee will receive a taxable cash payment as follows:

- a. \$200.00 per month if the employee's last hire date was on or after November 11, 2004
 - b. \$465.00 per month if the employee's last hire date was before November 11, 2004
- 2. Proof of Medical Coverage. Employees electing not to participate in a County sponsored health care plan must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical coverage shall be received by the Human Resources Department within sixty (60) days from date of hire, and annually during Open Enrollment.
- D. Cash Back of Flex Benefits Contributions. Effective May 7, 2020, 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 will forfeit the unused amount.
- E. Pro-rated Contributions.

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

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

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

Section 3. Insurance

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

employees covered under this MOU. Employees may also purchase additional life insurance at the employee's cost with proof of insurability when applicable.

Section 4. Other Benefits

- A. Flexible Spending Accounts ("FSA"). The County agrees to provide Flexible Spending Accounts for unreimbursed Health Care Expenses (HCFSA) and Dependent Care (DCFSA) as an option under the County's flex benefit plan (cafeteria plan). Participation is voluntary for eligible employees and FSA contributions shall be paid through deductions from employee wages.

- B. Short-Term Disability ("STD").
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.

Until employees are eligible to receive SDI benefits, the County will continue to provide a STD plan to eligible employees except the Supervisory Unit as follows:

Until employees are eligible to receive SDI benefits, the County shall provide Class 2 STD benefits (60% of pay up to \$461.64 weekly).

- C. Long-Term Disability (LTD). The County agrees to provide an LTD plan to eligible Supervisory Unit employees. The County shall pay for the LTD benefit.

Effective the first full pay period after December 17, 2022 [December 29, 2022], the County will contribute toward the premium cost of long term disability insurance for all employees covered by this MOU.

- D. Post-Employment Program. The County shall provide a Post-Employment Program wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit.

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

ARTICLE 24
DUES DEDUCTION, COPE & INDEMNIFICATION

A. Dues Deduction

Each pay period, the County shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; gross earnings per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent to dues@seiu721.org within five (5) business days of each payday in a CSV or fixed file format that will enable SEIU to download the data in an Excel format.

Each pay period, the Union shall provide the County with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The County shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The County shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in the same format as the employee data above to dues@seiu721.org within five (5) business days of each payday.

B. Maintenance of Dues Payroll Deduction

Employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deductions made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may revoke the dues deductions within the twenty-one day period preceding the employee's date of hire anniversary during the last twelve months of this Memorandum of Understanding, by notifying the Union of their revocation of Union dues deductions. Such notification shall be in writing and contain the following information: employee name, employee identification number, job classification, department name, bargaining unit name or number and the name of the employer from which such deductions are to be cancelled. The Union will inform the member of his/her dues deduction revocation upon request. Within ten (10) business days after the close of the withdrawal period, the Union will provide the County with the appropriate documentation to process the dues deduction revocations.

C. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The County shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the County with a list of employees and the appropriate deduction amount on the “authorized deduction report” of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the County by the next full pay period cycle.

D. Indemnification

Service Employees International Union Local 721 shall indemnify and hold the County, its elected officials, officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions herein.

ARTICLE 25
RETIREMENT

Section 1. SEIU National Industry Pension Fund (NIPF):

Effective July 1, 2010 and thereafter, the County shall no longer be required to make biweekly contributions to the SEIU NIPF on behalf of SEIU 721 represented employees.

Section 2. Public Employees’ Retirement System (PERS)

A. Retirement Formulas and Calculations.

1. Tier 1 – 3% @ 60. The County contracts with the California Employees’ Retirement (“CalPERS”) to provide the 3% at 60 retirement formula for all “classic employees” hired on or before August 23, 2012 as set forth in California Government Code Section 21354.3. For Tier 1 classic employees, the retirement benefit is based on the highest annual compensation for the one year during the employee’s membership in CalPERS as set forth in California Government Code Section 20042. Employees in Tier 1 shall pay their 8% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.
2. Tier 2 – 2% @ 60. The County contracts with the California Employees’ Retirement (“CalPERS”) to provide the 2% at 60 retirement formula for all “classic employees” hired after August 23, 2012 as set forth in California Government Code Section 21353. For Tier 2 classic employees, the retirement benefit is based on the highest annual average compensation earned during the three (3) consecutive years of employment immediately preceding the effective date of his/her retirement or any other three (3) consecutive year period chosen by the employee as set forth in California Government Code Section 20037. Employees in Tier 2 shall pay their 7% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual

compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.

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

Section 3. Retiree Medical Benefits

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

ARTICLE 26 SEPARABILITY

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

ARTICLE 27 JOINT LABOR/MANAGEMENT COMMITTEES

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

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 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.

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

The Labor Management committees shall be limited to six (6) persons per side, unless the County and SEIU mutually agreed to increase the committee participants for any one (1) or more 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.

ARTICLE 28 SPECIAL UNIT PROVISIONS

Section 1. Registered Nurses Unit

- A. R.N. License To Practice (Also Applicable to Nurses in the Supervisory Unit)
 - 1. All positions requiring a Registered Nurse's license are required to hold a current valid license in the State of California.
 - 2. It is a professional expectation that licenses are renewed prior to expiration. It is the employee's responsibility to maintain a current valid license. License expiration dates will be maintained by the agency or department, and employees will not be allowed to work past the expiration date of the license without proof of renewal via primary source verification.

3. Primary Source Verification:

It is acceptable to verify current licensure with the primary source via a secure electronic communication. This verification must be documented prior to the expiration date of the license.

4. Disciplinary Action:

If the employee is unable to meet the license requirements of Article 27, Section 1(A), he/she shall not be allowed to continue working and shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) days the employee has failed to have his/her license reinstated he/she will be deemed to have applied for and obtained an additional leave of absence of up to fifteen (15) calendar days, during which the County may take action to separate employment pursuant to Article 12.

5. Interim Permittee licenses will expire at midnight of the stated expiration period.

Section 2. Career Ladders/Assessment Boards

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

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

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

B. Nursing Education Incentive Programs.

1. The County will provide up to an aggregate total of twenty-five thousand dollars (\$25,000) per year for education incentives. Nurses shall apply for reimbursement through County Human Resources.
2. LVN to RN Certification. The County will establish a fiscal year fund of five thousand dollars (\$5,000) each year of the contract for the exclusive year of the contract, for the exclusive use by Licensed Vocational Nurses pursuing attainment of Registered Nurse Certification for the time frame covered by this agreement. Eligibility is restricted to those in regular positions as Licensed Vocational Nurses. The fund will be administered by the County. Based upon criteria established jointly by the County and the Union, the fund can be used for reimbursement of Tuition and Community College registration fees and books for courses applicable to the attainment of a Registered Nurse certification. Eligibility for reimbursement is contingent upon an approved course or seminar completed with, where applicable, a grade of "C" or better or "Pass" when taken on a pass/fail basis.

Section 3. Regional Park & Open Space District Unit

A. Fingerprinting

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

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

1. General Criteria.

The following general criteria shall be applied:

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

2. Possessory Interest Tax

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

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

3. Utility Charges

The department shall meter utilities (i.e. gas and/or electric) and charge employees for utilities used at the actual rate and amount. These charges shall commence immediately for those residences that have basic weather insulation and meters. Insulation needed shall be determined by the department. No utilities shall be charged employees until meters have been installed and basic weather insulation of the housing has been installed where applicable. If extreme costs are encountered to meter a housing unit, the department reserves the right to reopen discussions on the matter at any time. Employee will be responsible for any phone charges. In cases where the department requires phone hook-ups, the department will pay such charge.

C. Terminating District-Owned Employee Occupied Housing Agreement

The following criteria shall be applied:

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

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

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

Section 4. Waste Resources Management District Health and Safety Requirements

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

ARTICLE 29 COMPENSATION

Section 1. General Salary Range Increases

- A. Effective the first full pay period on or after May 1, 2021 [(May 6, 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.
- B. Effective the first full pay period on or after May 1, 2022 [(May 5, 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.
- C. Effective the first full pay period on or after May 1, 2023 [(May 4, 2023)], the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two and one-half percent (2.5%). 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 2.5% increase to the maximum salary of the range is implemented will concurrently receive a 2.5% 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

- A. 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.
- B. Effective January 30, 2020, the Command Post and Sheriff's Communications Retention Bonuses are restored on a prospective basis to pre-imposition terms.

Employees shall receive a retention bonus under the following conditions:

- 1. Command Post. All employees assigned to the Command Post shall receive a quarterly retention bonus of one thousand fifty dollars (\$1,050.00). To qualify for the quarterly bonus an employee assigned to the Command Post must work at least seventy-five percent (75%) of their regularly scheduled daily shifts during the fiscal quarter. The employee must complete their entire shift to be counted toward the seventy-five percent (75%). The retention bonus will be prorated during the first and last fiscal quarter the employee is assigned to the Command Post, assuming the employee works seventy-five (75%) percent of their regularly scheduled shifts during these quarters.
- 2. Sheriff Communications. Employees promoted to Senior Sheriff 911 Communications Officer or Sheriff Communications Supervisor, prior to completing the first sixty (60) months of their initial employment as a Sheriff's 911 Communications Officer I or II, shall continue to receive full compensation of all hiring/retention bonuses remaining on their sixty (60) month payment schedule pursuant to the Board of Supervisors Policy C-26 - Hiring/Retention Bonus Program.

Section 3. Deferred Compensation

Available to employees to make voluntary pre-tax contributions through County approved vendors up to applicable IRS and Plan limits. The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to the IRS approved maximum in any one (1) calendar year in accordance with the County's approved Deferred Compensation Plan.

Section 4. RUHS – Medical Center Registered Nursing Classification & Realignment

- A. Effective March 26, 2020, 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

Former 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

Former 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

Former 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 maximum 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 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 anniversary date shall not change for all other employees who were not at the maximum of the salary range in their former classification for at least one year.

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 March 26, 2020, 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 effective March 26, 2020:

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, an employee experiences an actual loss in their normal wages (base salary plus the specialty care, 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 wages (base salary plus specialty care, 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.

ARTICLE 30 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 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 salary grade/plan for their classification is less than five and one-half percent (5.5%) of the 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.

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 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.

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 so that the deficiency of less than 5.5% in the maximum base salary of the supervisory classification is corrected.

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.

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 this Article.

ARTICLE 31 UNION RIGHTS

Section 1. Bulletin Boards

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

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

Section 2. Separate Payroll Deduction and Time Reporting Codes

- A. Insurance. The County agrees to provide SEIU with one (1) separate payroll deduction code for insurance related deductions.
- B. Release Time. The County agrees to provide SEIU with two (2) separate payroll codes for union related release time. The County shall provide SEIU with monthly reports on the use of the UNSEU time reporting code (TRC), by employee name, county employee identification number, job class title and department.

1. The following payroll code shall be established for use:
 - a. UNSER – Release Time to be reimbursed by SEIU Local 721
2. All requests for release time by the union shall be processed by the County within a reasonable time from receipt of the request.
3. Employees granted release time under this article shall not suffer any loss in compensation for actual hours released.
4. The County shall provide the union with a total count of SEIU represented employees, for all bargaining units covered under this MOU, calculated from the first full pay period in January and July of each year. The aggregate total of the time bank for each calendar year shall be established from the average of these two (2) total employee counts.
5. Release time under this provision shall be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least four (4) weeks prior to the date of the planned activity. In the event the union fails to provide such reasonable notice, the County may deny the request if the Employee's absence would negatively affect County services or operations.

Section 3. Worksite Access

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

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

Section 4. 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 employee per calendar year. Time spent training Stewards in the grievance procedure through the providing of release time to prepare for grievances/administrative interviews and Skelly hearings, will be charged to this Article/Section. The parties agree that up to fifty percent (50%) of this bank may be used for Steward activities.

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

Section 5. Stewards

Except as set out below, SEIU may elect or appoint one (1) Steward in each County department, one (1) additional Steward in departments with more than two hundred (200) SEIU members, and one (1) additional Steward in departments with more than five hundred (500) SEIU members in more than ten (10) geographical locations.

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

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

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

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

Section 6. New Employee Orientation

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

Section 7. SEIU Training Fund

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

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

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

Section 8. Release Time for SEIU Local 721 Regional Council Meetings

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

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

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

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

Section 9. Release Time for SEIU Local 721 Executive Board Meetings

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

Section 10. Release Time for the President of SEIU Local 721

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

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

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

Section 11. 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.

ARTICLE 32 RUHS LOW CENSUS STAFFING (MEDICAL CENTER ONLY)

Section 1. Low Census

Due to a low census in a critical care/specialty unit, RUHS may relieve 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. 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.

Section 2. Reduction in Staff

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

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

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

Section 3. Involuntary Low Census Day

At the discretion of RUHS management, employees may be relieved from duty without pay at any time it is determined that the patient census is such that their services are not immediately necessary. Reductions of staff shall be done in seniority with the least senior employee being affected, and shall be counted as an involuntary low census day. If the

least senior employee assigned to that shift has already received one (1) involuntary low census day, the next least senior employee not having already received an involuntary low census day shall be assigned an involuntary low census day until all employees have been assigned one (1) day on a rotating seniority basis.

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

ARTICLE 33 FAIRNESS AGREEMENT

Section 1. Fairness with LIUNA

If, during the term of this MOU, LIUNA is given a higher valued merit 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.

ARTICLE 34
INTERNAL PARITY/REALIGNMENT

A. Health Care Social Worker

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

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

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

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

B. Medical Social Worker

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

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

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

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

C. Social Services Worker Series

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

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

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

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

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

D. Children's Social Services Worker Series

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

as outlined below:

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

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

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

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

E. Social Worker Series Consolidation and Technical Title Change

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

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

Children's Social Services Supervisor II (79812)	Social Services Supervisor II (79812)
--	---------------------------------------

The resulting consolidated Social Worker series is as outlined:

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

F. Social Worker Classification Inactivation

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

Classification (Job Code)
Health Care Social Worker (79824)
Medical Social Worker I (79834)
Medical Social Worker II (79832)
Medical Social Worker Supervisor (79833)
Social Services Worker III (79875)
Social Services Worker IV (79876)
Social Services Worker V (79878)
Social Services Supervisor I (79879)
Social Services Supervisor II (79880)
Social Services Worker III – Blythe (79898)
Social Services Worker IV – Blythe (79897)
Social Services Worker V – Blythe (79896)
Social Services Supervisor I – Blythe (79877)
Social Services Supervisor II – Blythe (79887)
Children's Social Services Worker III (79808)
Children's Social Services Worker IV (79809)
Children's Social Services Worker III – Blythe (79826)
Children's Social Services Worker IV – Blythe (79827)
Children's Social Services Worker V – Blythe (79828)
Children's Social Services Supervisor I – Blythe (79829)
Children's Social Services Supervisor II – Blythe (79830)

SIGNATURE PAGE

Signed this 8th day of December, 2021, at Riverside, California

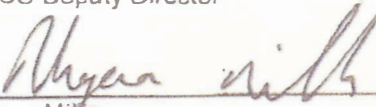
COUNTY OF RIVERSIDE


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Asst. CEO/Human Resources Director


Sarah M. Franco
Assistant Human Resources Director


Jennifer Claar
Managing Director of DPSS

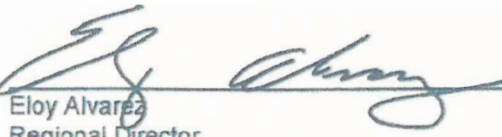

Ryan Uhlenkott
DPSS Deputy Director

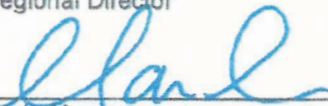

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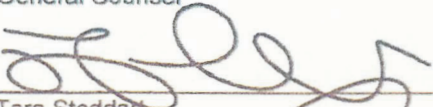

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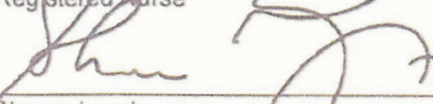

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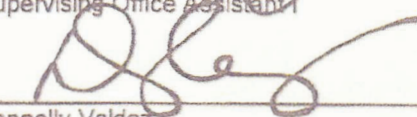
**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 721**

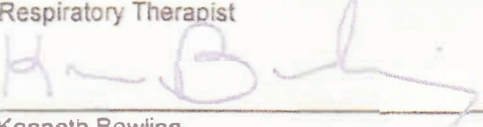

Eloy Alvarez
Regional Director


Maria Myers
General Counsel


Tara Stoddart
Registered Nurse


Sharon Lynch
Supervising Office Assistant


Donnelly Valdez
Respiratory Therapist


Kenneth Bowling
Clinical Therapist

Appendix A

UNIT/TEAM/Specialty	CRITICAL & SPECIALTY CARE REQUIREMENTS
ED	CCC, ACLS, Triage Certification, CPI, PALS/ENPC
ICU	CCC, ACLS, Hemodynamic Monitoring
OR	Operative Room Certification (RUHS) or CNOR (either every five (5) years)
PACU	CCC, ACLS
L&D	ACLS, NRP, Fetal Monitoring, Advanced Fetal Monitoring every two (2) years
NICU	High Risk Neonate Parts 1 & 2, NRP
Trauma Services	ATCN-/TNCC, ACLS and PALS
PICU	CCC for Pediatric, Basic Pediatric Course, PALS and Hemodynamic Monitoring
Intermediate Care Unit (Unit 2500)	CCC, Clinical Management of Cardiac Dysrhythmias, and ACLS; LVNs require: CCC and IV Certification
PCU Overflow (Unit 3100)	CCC, Clinical Management of Cardiac Dysrhythmias, ACLS
Chemotherapy	Chemotherapy Course (RUHS)
Psychiatry	CPI, Specialized LPS Legal in-service training, 5150 Designation Training, Six (6) months of Psychiatric Nursing experience and Non-Violent Crisis Intervention
Special Procedure Nurses	BLS, ACLS, PALS, Completion of RUHS Conscious Sedation Course
SAFE	ACLS, PALS, CPI, Sexual Assault Forensic Examiner Training thirty-five (35) hours or greater, completion of in-house forty (40) hour Forensic Nurse Examiner preceptor program. Must be able to work as independent examiner.
Unit 4100	NIHSS Certification
OB	Intermediate Fetal Monitoring every two (2) years
DCU	CPI
PICC Team	BLS, ACLS, PALS and PICC Line Insertion Competency
Minimally-Invasive Diagnostic Registered Nurse	ACLS, PALS and critical care or emergency nursing educational program within most recent three (3) years and two (2) years telemetry, critical care or emergency nursing experience
Correctional Health Unit/Correctional Care Health Professional	Two (2) years correctional nursing experience
Cath Lab	ACLS, and any one of the following: 2 years of Cath Lab or IR (Interventional Radiology) experience, 2 years of ICU experience, CCC certification, RCIS (Registered Cardiovascular Intensive Specialist) or RCES (Registered Cardiac Electrophysiology Specialist)

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

MEMORANDUM OF UNDERSTANDING

202012 – 2024~~2016~~

COUNTY OF RIVERSIDE

AND

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

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DEFINITIONS

~~ADA~~ shall mean the Americans with Disability Act of 1990

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

Anniversary date shall mean the date upon which a ~~merit increase step advance in salary~~ becomes effective under provisions of this MOU ~~emorandum~~.

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

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

Continuous service, or continuous employment, and similar terms, shall mean the continuing service of a permanent or seasonal employee in a ~~continuing payroll status, without interruption except for authorized leave of absence~~ regular position which has not been interrupted by resignation, discharge or retirement.

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

~~Discrimination Complaint shall mean a complaint that may be filed by an employee alleging illegal discrimination based on race, color, religion, medical condition, mental disability, sex, national origin, ancestry, age, physical disability, marital status, pregnancy, sexual orientation or other protected classification.~~

Employees as used in this Memorandum of Understanding shall refer only to "regular" or "seasonal" employee(s), full-time or part-time, as referred to in Salary Ordinance No. 440 employed by the County in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution ~~of the County of Riverside (Res. No. 99-379).~~

~~FEHA shall mean the California Fair Employment and Housing Act.~~ **First Step** shall mean a meeting at the department level between a department representative and the employee, and/or Union representative. The First Formal Step in the Grievance Process.

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

~~IRS shall mean the United States Internal Revenue Service.~~

Merit Increase shall mean a pay increase within a salary plan/grade based upon approved pay scale tables according to the terms of the MOU.

MOU shall mean the Memorandum of Understanding.

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

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

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

Pay period shall mean fourteen (14) calendar days from Thursday (starting at midnight Wednesday) to midnight of the second Wednesday thereafter. means fourteen (14) calendar days and refers to the period for computing compensation due for all normal working shifts ending during that period.

PERB shall mean the California Public Employment Relations Board.

~~PERS~~ or CalPERS shall mean the California Public Employees' Retirement System.

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

~~Post Employment Program~~ shall mean the VEBA and Special Pay plan(s) available to qualifying employees upon leaving County service.

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

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

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

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

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

Regular employee shall mean a holder of a regular position.

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

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

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

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

~~**Step Merit Increase** shall mean a pay increase within a salary plan/grade based upon approved pay scale tables according to the terms of the MOU.~~

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

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

Work/Working day shall mean each day ~~on which~~ an employee performs his/her duties,
~~a normal working shift, and including weekends and holidays, as specified herein which~~
~~fall on days of their normal working shift. It does not include Saturday or Sunday, or~~
~~equivalent normal days off for persons regularly employed on other than the usual~~
~~working week basis of Monday through Friday.~~

ARTICLE 1
TERM

Section 1. Term

This Memorandum of Understanding ("MOU" ~~or "Agreement"~~) sets forth the terms of agreement reached between the County of Riverside, ~~(hereinafter referred to as "County")~~, the Waste Resources Management District and the Regional Park & Open Space District (hereinafter referred to as Districts) and the Service Employees International Union, Local 721, ~~(hereinafter referred to as "SEIU" or "Union")~~ as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This MOU is in effect from ~~March 1, 2012~~ January 30, 2020, to midnight, ~~November 30, 2016~~ January 29, 2024. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the County's Board of Supervisors, ~~the~~ Regional Park & Open Space District Board, ~~and~~ the Waste Resources Management Board.

~~Section 2. Successor Agreement~~

~~In the event SEIU either party desires to negotiate a successor MOU Memorandum of Understanding, SEIU shall serve on the County, such party shall, no more than six (6) months prior to the expiration of the current MOU, request to commence negotiations unless otherwise agreed upon by the parties, during the period of one hundred and fifty (150) calendar days to one hundred and twenty (120) calendar days prior to the expiration of the current MOU, its full and written request to commence negotiations for such successor MOU.~~

~~Upon receipt of such written notice, the County and SEIU shall, within thirty (30) days, present proposals. Negotiations shall begin within thirty (30) days after receipt of SEIU's request unless otherwise agreed to by the parties. Sections of this MOU not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.~~

ARTICLE 2
RECOGNITION

This MOU shall apply only to persons employed as ~~R~~regular full-time, or ~~R~~regular part-time, or Seasonal employees in classifications within the following bargaining units:

County of Riverside:

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

County of Riverside Waste Resources Management District:

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

County of Riverside Regional Park & Open-Space District:

- A. General
- B. Supervisory

~~The terms "employee" or "employees" as used in this MOU shall refer only to "regular" or "seasonal" employee(s) as referred to in Salary Ordinance No. 440 employed by the County in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside (Res. No. 99-379).~~

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

ARTICLE 3 FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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

- B. It is the intent of the parties that this MOU be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the ~~Unit~~. Where ~~Management the County~~ finds it necessary to make such changes, it shall notify SEIU indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where SEIU requests to negotiate with ~~Management the County~~, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Nothing herein shall limit the authority of ~~Management the County~~ to make necessary changes required during emergencies. However, SEIU shall be notified of any such emergency action which affects matters within the scope of representation. Management shall notify SEIU of such changes as soon as practicable. Emergency shall be is defined as ~~an~~ unforeseen circumstances affecting life or property requiring immediate implementation of the change beyond the control of the County which call for immediate action to include such things as acts of God or situations which threaten to significantly impair operations.

Where ~~Management the County~~ makes any changes in working conditions because of the requirements of Federal or State law, the County shall not be required to renegotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

- C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the MOU.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County's Board of Supervisors, ~~or~~ the Regional Park & Open Space District Board or the Waste Resources Management Board.

ARTICLE 4 MANAGEMENT RIGHTS

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

1. To determine the mission of each of its departments, institutions, boards and commissions pursuant to law.
2. To set standards of service to be offered to the public.
3. To exercise control and discretion over its own organization and operations.
4. To direct, discipline and discharge its employees in accordance with the law, ordinances, regulations and this MOU.
5. To relieve its employees from duty because of lack of work or for other legitimate reasons.

6. To determine the methods, means and personnel by which its operations are to be conducted, including the performance thereof by contract, and to determine workload and staffing patterns.
7. To prescribe the qualifications for employment and determine whether they are met.
8. To establish and enforce safety measures to protect employee and/or the public.
9. To take all other action except as clearly and expressly otherwise provided by this MOU or the Employee Relations Resolution.

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

E. The County/District retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.

The County/District also retains the sole right to administer the Local Merit System, to classify or reclassify positions, add or delete positions or classes; to establish standards for employment, promotion, and transfer of employees; to establish and enforce safety measures to protect employee and/or the public; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, contract out and/or transfer work out of the unit, and to relieve its employees from duty for lack of work or other legitimate reasons. The County/District retains the right to be the sole judge of the qualifications and competence of its officers and employees.

The County/District reserves the right to take whatever action may be necessary in an emergency situation; however, SEIU shall be notified promptly of any such emergency action which affects matters within the scope of representation.

The County/District agrees that it will not exercise the foregoing management rights in an arbitrary or capricious manner.

ARTICLE 45

WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. ~~Work-Pay Period.~~ Fourteen (14) calendar days from Thursday (starting at midnight Wednesday) to midnight of the second Wednesday thereafter. The normal work period shall be ten (10) working days of eight (8) hours each or eighty (80) hours in a two (2) week period. Work weeks will comply with the Fair Labor Standards Act (FLSA).

A.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 department(s):

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.~~

~~A department/district head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different biweekly work period of eighty (80) hours after giving one (1) pay period written notice to the representative, if any, of the employees affected. Employees shall be given written notice no less than one (1) pay period before assigned work schedules are changed unless agreed to otherwise by the employee.~~

~~Effective July 1, 1999, SEIU agrees that the County/Department/District shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule assignments during the remaining term of this agreement.~~

~~A. Alternate and Flex Work Schedules. These schedules are alternatives to the traditional eight (8) hour a day schedule. Non-synchronized 9/80 or 4/10 work schedules are the preferred alternate work schedules; 3/12 or 4/12 work schedules are also available. Flex schedules must meet the total hours per pay week requirement of a regular or alternate work schedule, but with an irregular number of hours worked per day.~~

~~Example of Flex Schedule:~~

M	T	W	Th	F		M	T	W	Th	F
9	7	10	6	8	- 40 Hours	12	8	9	7	4 - 40 Hours

~~80 TOTAL HOURS BI-WEEKLY~~

~~B.C. 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 be under the flex hours provision work an alternative and flex work schedule, they employee must continue to maintain the work load assigned within the work period. The department/~~district~~ 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/~~district~~ and any other requirement in the department's/~~district's~~ policy, procedures and handbook. It is incumbent on the employee to keep abreast of all events that affect their schedule.~~
- ~~3. Probationary employees and employees who do not meet the required work standard where closer supervision is necessary shall not be eligible for the flex hours scheduling.~~

~~4. Should a grievance be filed against the department/district for the removal of an employee from this flex schedule the burden of proof is upon the employee to show that the department/district did not have cause for such action. Cause is based on failure of the employee to follow conditional requirements stated in this memorandum. Removal from the flex time schedule shall not be interpreted as disciplinary action.~~

~~3. At the discretion of RGRMC Management the County, Registered Nurses and Licensed Vocational Nurses throughout the in RGRMC-Riverside University Health System ("RUHS") and RGRMC related areas may maintain their 3/12 schedules. Such schedules will be treated as full-time positions for the purpose of all benefits in accordance with the other provisions set forth in the MOU and the 72-hour nurses shall be entitled to the following all full-time benefits as if they were classified as full-time employees under the MOU: ~~County holidays, vacation accrual, sick accrual, flex benefits, life insurance, short term disability or long term disability (for employees in the supervisory unit only), workers' compensation benefits, and unemployment insurance. That notwithstanding,~~ 72-hour nurses shall not be entitled to CalPERS contributions beyond their actual accrued CalPERS eligible compensation.~~

~~5.4. At the discretion of the County, if Respiratory Care Practitioners are assigned to a 3/12 schedule, then such schedule will be treated as full-time positions for the purpose of all benefits in accordance with the other provisions set forth in 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.~~

~~6. At their discretion, classifications in the clinics may maintain 4/10 schedules.~~

~~7. Alternate schedules requested by employees in any other classification within any other department shall not be unreasonably denied.~~

~~8. Appeal of Denial: If an employee believes their request to work an alternate or flex work schedule has been unreasonably denied, they may appeal the denial to the County Human Resources Director for final determination.~~

~~*Special Provision:* The Union agrees to meet and consult on this issue if the County reports the workload created by this appeal process becomes unmanageable.~~

~~G.D. Command Post Schedules. A Command Post provides off hours emergency response services by Children Social Services Workers-Practitioners (assigned to Children's Services) and Social Services Supervisors (assigned to Children's Services). The department shall regularly review the Command Post to ensure~~

that it is providing a quality, cost effective solution to the off duty hours emergency response needs of the County. The department reserves the right to determine the work assignments for Command Post staff. However, the general focus of the Command Post is after-hours emergency response for the purpose of reducing the burden of on call duty for other departmental staff. The following conditions apply to all employees that are assigned to the Command Post:

1. Employees not working the third or weekend shifts shall be scheduled for forty (40) straight time hours as follows:
 - a. Regular Shift: Monday to Thursday from 3:00 p.m. until 1:00 a.m.
 - b. On-Call Standby Duty: Up to Four (4) on-call duty shifts of six and one half (6 ½) hours each week. Generally employees will be scheduled for ~~on-call standby~~ duty shifts Monday to Thursday from 1:00 a.m. until 7:30 a.m. the following morning. However, the ~~four~~ (4) weekly ~~on-call standby~~ duty shifts may be scheduled on other days or times during the week to meet departmental staffing needs.
2. Third Shift. Employees assigned to the Command Post third shift will be assigned a 4/10 work schedule, Monday through Thursday, the hours of which will be determined by the department.
 - a. Employees assigned to the Command Post third shift shall receive a meal allowance of ten dollars (\$10.00) for each shift actually worked.
3. Weekend Shift. Employees assigned to the Command Post weekend shift will be assigned a 3/12 work schedule, Friday through Sunday, the hours of which will be determined by the department, plus a floating four (4) hour shift each week, Monday through Thursday, at a time to be determined between the employee and his/her supervisor.
 - a. Employees assigned to the Command Post weekend overnight shift shall receive a meal allowance of ten dollars (\$10.00) for each shift actually worked.
4. The alternative shift configuration for the Command Post may be changed at the discretion of the department to meet staffing needs including, but not limited to, the configuration of the hours of work, the start and stop times for the regular shifts, and the days of work during the week according to the provisions of Section 1(B) of this Article.
5. Completing Court Reports. Any employee in the Command Post who is required to complete a court report as the result of an emergency response shall complete the court report immediately following the emergency response or during the next regularly scheduled work shift. If it is not possible to complete the court report immediately following the emergency

response, and the report is due prior to the commencement of the next regularly scheduled work shift, then the employee shall request and obtain permission from his/her supervisor to complete the report on non-scheduled time. Payment for such non-scheduled time shall be made in accordance with the MOU or any amendments thereto.

6. Assignment to Command Post. Assignments to and removal from the Command Post will be made at the discretion of the ~~D~~department head ~~/district Head or his/her~~ designee. Such decisions are not subject to either the grievance or disciplinary appeal procedures in the MOU and cannot be made or interpreted as disciplinary action. Employees assigned to the Command Post may also request reassignment from the Command Post in accordance with the department's normal procedures. Reassignment will be made as quickly as possible following receipt of the request from the employee.
7. Employees shall be given an opportunity to express their interest in an assignment to the Command Post and the department will maintain a list of interested employees and attempt to staff the Command Post from the list of interested employees. If an insufficient number of employees signify interest in the Command Post, or if the employees on the list do not meet the staffing requirements of the department, the department reserves the right to assign employees to the Command Post to ensure full and appropriate staffing levels.
8. The County reserves the right to amend or revise the rules described herein with respect to the Command Post to create a more effective Command Post model and/or discontinue the Command Post program, subject to any meet and confer obligations with SEIU regarding the effects of such decisions. Notice for changes to the shift patterns of the Command Post will be provided prior to the implementation of any change according to the work schedule requirements of this MOU.

Section 2. Overtime

- A. Overtime. Overtime work is authorized work in excess of the forty (40) hours in the established FLSA work week unless otherwise specified in this MOU. Only actual hours performing work shall count towards the computation of overtime.

Time off due to low census staffing at RUHS-Medical Center shall not be counted towards the calculation of FLSA overtime in the established work week. Except as set out in other paragraphs of this section, the County/District shall pay overtime at one and one half (1½) times their FLSA regular rate of pay for all hours approved and actually worked over forty (40) hours in a work week, or for work performed when the employee is required to meet an emergency or is in a stand by or call duty status. It does not include regularly scheduled work on a paid holiday.

Exceptions:

1. Fire Communications Supervisor, Sheriff's Communications Supervisor and Sheriff's Records/Warrants Supervisor's Classifications. ~~If as a result of a designated staffing shortage,~~ employees are required to work an extra shift or shifts beyond their regular shift pattern, they shall be paid at one and one-half (1½) times their ~~FLSA regular base~~ rate of pay. This provision applies only to extra shift(s) or shift extension(s) that are identified on the schedule or given as mandatory work assignments and does not apply to other voluntary work assignments taken by the employee during the workweek.
2. Transportation Department Classifications. Any employee in the Transportation Department who is required to work extra shifts and/or hours beyond their regular shift pattern ~~due to an emergency situation as declared by emergency personnel (911 dispatchers) or their supervisors,~~ shall be paid at one and one half (1½) their ~~regular base~~ rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA.
3. Building and Safety Department Classification. Effective December 19, 2019, employees in the following classifications in the Building and Safety Department who are asked and/or required by the Department Head or their designee to work extra shifts and/or hours beyond their regular shift pattern, shall be paid at one and one half (1 ½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA (i.e. the employee would be eligible to be paid at one and one half (1 ½) times their base rate of pay even if the employee used sick, vacation, or holiday leave accruals in the pay period):

Supervising Land Use Technician
Supervising Building Inspector
Principal Building Inspector
Plans Examiner II, III, IV, and V

~~B. Provisions. The County/District and the Union agree to meet every other month to review overtime usage.~~

~~G.B. Double Time.~~ Employees in the following classifications shall be eligible to receive overtime credit at two (2) times the base rate of pay for such actual hours worked ~~for authorized overtime~~ subject to the qualifying factors set out below.

Classification:	Qualifying Factors
<ul style="list-style-type: none">Working at an RCRMC campus <u>RUHS-Medical Center, RUHS-Public Health, RUHS-</u>	<ul style="list-style-type: none">all hours worked after twelve (12) hours of continuous duty, and/or

Commented [COR1]: Pursuant to the side letter signed by the parties.

<p><u>Care Clinics or Detention-Correctional Health Services:</u></p> <ul style="list-style-type: none"> • Physician Assistant-Adult Detention • Licensed Vocational Nurse—Adult Detention • Licensed Vocational Nurse I, and II and III • Licensed Psychiatric Technician • Surgical Technician • Assistant Nurse Manager* • Institutional Nurse* • Interim Permit Nurse* • Nursing Education Instructor* • Nurse Practitioner I, II and III* • Pre-Hospital Liaison Nurse* • Registered Nurse I, II, III, IV or V* • Senior Institutional Nurse* • Supervising Institutional Nurse* • <u>Respiratory Technician I and II</u> • <u>Respiratory Care Practitioner I and II</u> • <u>Supervising Respiratory Care Practitioner</u> 	<ul style="list-style-type: none"> • all hours worked on an extra weekend shift <p>*See note below chart</p>
<p>4. Working at an RCRMC campus, Public Health, or Detention Health:</p> <ul style="list-style-type: none"> • Respiratory Technician I and II • Respiratory Care Practitioner I, and II • Supervising Respiratory Care Practitioner • Utilization Review Supervisor 	<p>all hours worked on an extra weekend shift</p>

For the purposes of this provision only, a “weekend shift” shall be defined as one (1) shift starting on or after 7:00 a.m. Saturday and ending on or before 7:30 a.m. Monday. Employees are required to work a minimum of two (2) weekend shifts per pay period. Employees who work a majority of hours during a “weekend shift” shall be considered to satisfy one (1) mandatory weekend shift requirement. For the purposes of this Section, a “majority of hours” shall mean at least half or more of the shift was worked during a “weekend shift.” An “extra weekend shift” is any weekend shift worked after the completion of two (2) mandatory weekend shifts in the same pay period. The two (2) mandatory shifts may be consecutive or non-consecutive. An “extra weekend shift” starts on or after 3:00 p.m. Friday and ends on or before 7:30 a.m. Monday. To qualify for double time on an “extra weekend shift,” employees must have actually worked their regular schedule for the entire pay period. Employees who were voluntarily or involuntarily released from duty due to low census staffing shall be deemed to have worked those hours for the purpose of qualifying for double time on an “extra weekend shift.”

~~*NOTE: —A “weekend shift” for the purposes of these classifications and only this section means a shift starting on or after 7:00 a.m. Saturday and ending on or~~

~~before 7:30 a.m. Monday. An "extra" weekend shift means a weekend shift actually worked in addition to the required weekend shifts that were actually worked in the pay period. Extra shifts begin 3:00 p.m. on Friday. To qualify for double time on an extra weekend shift employees must have also actually worked their regular schedule that week.~~

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

All classifications listed above as eligible for double time on an extra weekend shift are required - unless specifically excluded by the ~~D~~department ~~H~~head or designee - to work two (2) non-premium weekend shifts during the bi-weekly pay period. An extra weekend shift for any employee exempted, in whole or in part, from the mandatory weekend requirement by the ~~D~~department ~~H~~head or designee is a weekend shift in addition to his/her normal schedule as established by the ~~D~~department ~~H~~head or designee, provided that the employee actually worked his/her normal schedule that ~~week~~ pay period.

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

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

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

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

~~E.D. Departmental/District Records. Each department/~~district~~ head shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each work week, with justification in each case, and shall also include compensatory time off. The daily record for an employee in a normal paid working status may be kept on a negative basis, that is, with no entry except for overtime, compensatory time off, sick leave, vacation, leave of absence, and like items.~~

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

~~F.E.~~ Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The County Auditor-Controller's Office shall maintain the record of overtime credit at one and one-half (1½) times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.

F. Compensation for Overtime Work. Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid ~~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.~~

G. Limitation on Compensatory Time Worked. An employee may not accrue compensatory time off for overtime worked when the County receives reimbursement, like a grant or contract where the County must show payment made for time worked to receive reimbursement. The foregoing is not intended to apply to regular overtime worked for contract cities.

H. Fringe Benefits not Affected by Overtime. Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or ~~salary step advance~~ merit increase. ~~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.~~

~~I.~~ Payment of Compensatory Time

1. ~~Registered Nurses Unit. Any Registered Nurse who is a member of the Registered Nurse Unit who has, at the expiration of each prescribed pay period, any compensatory time off benefits that have not been utilized shall be paid for such compensatory time by County Warrant, or the employee may elect to accumulate compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the department head or a designee.~~

2. ~~Para Professional Unit. Any of the following classifications~~

~~Respiratory Care Practitioner I ————— Respiratory Care Practitioner II
Respiratory Technician I and II ————— Licensed ————— Psychiatric Technician
Licensed Vocational Nurse I, and II and III ————— Surgical Technicians~~

~~working for the Riverside County Regional any RUHS facility Medical Center or Psychiatric Inpatient Facility who has, at the expiration of each prescribed pay period, any compensatory time off benefits that have not been utilized shall be paid for such compensatory time by County Warrant, or the employee may elect to accumulate compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the department head or a designee.~~

3. ~~Supervisory Unit. Any of the following classifications~~

~~Assistant Nurse Manager ————— Nursing Education Instructor
Pre-Hospital Liaison Nurse Supervisor. ————— Respiratory Care Practitioner
Supervising Clinic Site Nurse ————— Utilization Review Supervisor~~

~~working for the Riverside County Regional any RUHS facility Medical Center or Psychiatric Inpatient Facility or Public Health, or any Registered Nurse who is a member of the Registered Nurse Unit who has, at the expiration of each prescribed pay period, any compensatory time off benefits that have not been utilized shall be paid for such compensatory time by County Warrant, or the employee may elect to accumulate compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the department head or a designee.~~

J.I. ~~Declared Natural Disaster.~~ In the event and during the period of an officially declared ~~natural~~ disaster affecting any portion of the County of Riverside, and notwithstanding any other provision of this ~~MOU~~ Memorandum, the following provisions shall apply:

1. Any Officer, in order to perform the work of the department, district, or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates that appear to be prevailing for the type of work to be performed at the time of their employment.
2. For the same purpose, any Officer may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.
3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this MOU who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
4. The Board of Supervisors may authorize payment on a paid overtime basis at the rate of one and one-half (1 ½) times the ~~hourly base~~ rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

Section 3. Premium Pay

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

- A. Standby Call Duty - General. Except as set out below, when placed by the department/~~district~~ head or a designee specifically on stand-by-~~or on-call~~ duty, an employee shall be paid one (1) hour ~~regular at the base~~ rate of pay for eight (8) hours of such duty in addition to the regular salary. The compensation shall cease when the employee physically reports to a worksite and shall resume at the completion of the call-outback work. Worksite, for the purposes of this Section, shall mean the location an employee is required to physically report to in order to complete the work assigned. The standby duty shall not cease if an employee is able to complete the required work remotely without having to physically report to a worksite. All standby duty premium shall cease at the end of the standby duty shift.

Employees placed on standby duty are subject to the following requirements:

1. Be ready to respond immediately to call-outback work, or by a specific call time pursuant to operational requirements establish by the employee's department;
 2. Remain in the general vicinity of their home or worksite during the standby period;
 3. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties; and
 4. Notify the employee's supervisor immediately if the employee is unable to be on standby due to an unforeseen emergency.
- a. Department of Public Social Services. Any Social Services-~~Worker Practitioner, Children's Social Services Worker, Social Services Supervisor, Children's~~ Social Services Supervisor or Social Services Assistant employed by the Department of Public Social Services who is placed by the department head or designee specifically on-on-call standby duty, while otherwise off duty, shall be paid one (1) hour at the base rate of pay for four (4) hours of such duty beyond the regular work period in addition to the regular salary. For all such employees, notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work. Notwithstanding the exception for the standby duty rate under this provision, all other provisions for general standby duty above shall apply.
- b. Enhanced On-Call Standby Rate. Any ~~Children's~~ Social Services ~~Worker Practitioner (assigned to Children's Services) and Children's~~ Social Services Supervisor assigned to Children's Services in the Blythe, California office of the Department of Public Social Services who performs on-call-standby duty in the circumstances outlined below shall be paid in accordance with the following schedule for all hours that they are on-call-on standby duty. Upon being physically called out to a worksite, this hourly rate will cease and they will be paid in accordance with the MOU. ~~this~~ The hourly rate will resume at the completion of their call-out work, until the completion of their on-call duty. For all such employees, notwithstanding any prior work practice to the contrary, said All standby duty compensation shall cease when the employee ends their mandatory on-call-standby shift.
- c.b. Children's Social Services Worker III \$7.75-
per hour
Children's Social Services Worker IV \$8.00-
per hour
Children's Social Services ~~Worker-Practitioner III, IV and V~~
\$8.40 per hour

Children's Social Services Supervisor I hour	\$8.80 per
Children's Social Services Supervisor II hour	\$9.55 per

The enhanced ~~on-call-standby~~ rate is payable only to those employees who are placed by the department in mandatory ~~on-call standby~~ status as part of a regular rotation of such mandatory ~~on-call standby~~ assignments in the Blythe office and shall end when the employee reports to work. It is not payable for *ad hoc* ~~on-call-standby~~ assignments or for voluntary ~~on-call-standby~~ assignments. In those cases, the usual ~~on-call-standby~~ rate of one (1) hour at the base rate of pay for every four (4) hours of ~~on-call-work-standby duty~~ will continue to apply as provided in Section 3(A)(1) of this Article.

B. Minimum Overtime ~~Credit for on-Call-Back~~

~~Call-back work is work required of an employee who leaves, following completion of the employee's regular work schedule and departure from the employee's worksite and is directed to report back to duty to perform necessary work. To qualify for this call-back provision, an employee must have departed from the worksite. It is understood by the parties that a change in work schedule in which the employee had at least twenty-four (24) hours advance notice shall not constitute call-back work.~~

1. Call-Back – Physically Reporting to a Worksite. Except as set out below, an employee who is physically called back to work, and not part of a regular work shift, whether or not he/she is in an ~~on-call standby~~ duty status, shall receive a minimum credit for one (1) hour's work at time and one-half (1½) the employee's base rate of pay. All physical call-back work shall be compensated at time and one-half (1½) the base rate of pay. If an employee should complete the work required, and subsequently be recalled, either physically or remotely, during the minimum credit period, the employee shall not be entitled to additional compensation until the minimum credit period has expired. no additional compensation shall be paid for until the minimum time has been worked by the employee.

Exceptions:

Children's Social Services Worker I, II, III, IV and V Children's Social Services Supervisor <ul style="list-style-type: none"> • Licensed Vocational Nurse • Licensed Psychiatric Technician • Physician Assistant I and II • Registered Nurse I, II, <u>and III, IV and V</u> working at any <u>RUHS-Medical Center GRMC</u> campus: • Radiologic Specialist I and II 	minimum credit for three (3) hours' work
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|---|--|
| <ul style="list-style-type: none"> • Radiologic Technologist I and II • Respiratory Care Practitioner I and II • Respiratory Technician I and II • Supervising Respiratory Care Practitioner • Social Services Worker-Practitioner I, II and III, IV and V • Social Services Supervisor • Surgical Technician | |
|---|--|

2. Remote Call-Back. An employee who is called to perform work but is able to complete the work required without the employee having to physically report to a worksite, whether or not he/she is on standby duty status, shall receive minimum credit for one (1) hour's work at the rate of one and one-half (1½) the base rate of pay. If an employee should complete the work required, and subsequently be recalled during the minimum credit period, no additional compensation shall be paid for until the minimum credit period has exhausted.

B. Sheriff's Department – Court Call-Back. Notwithstanding any other provisions of this MOU, any SEIU represented employees assigned to the Sheriff's Department who is required to attend court in relation to a matter arising from their employment relationship with the County at a time when they are otherwise off duty, shall receive a minimum of one (1) hour compensation at time-and-one-half (1½) the base rate of pay. A shift shall not be extended for the purpose of avoiding the payment of the one (1) hour of compensation provided herein.

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

B.C. Shift Differentials

1. Applicability of Shift Differentials. Shift differentials do not apply to leave time vacation, sick leave, holiday pay, 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.

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

All Physician classifications I, II, III — Psychiatrist I, II, III — Psychiatrist-IM, IIM, IIIM

2. ~~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.~~

3-2. Evening Shift - General. ~~County of~~ Employees ~~whose classes are not specifically mentioned below, working their regularly scheduled shift that ends after 6:00 p.m. and who perform work~~ between the hours of 3:00 p.m. and 11:00~~30~~ p.m. shall be paid an evening differential of sixty cents (\$0.60) per hour for the time actually worked between 3:00 p.m. and 11:00~~30~~ p.m., with the exception that a higher shift differential rate shall be paid for the classes, and in the amount, listed below.

Exceptions:	Rate:
(a) employees in the classifications of: <ul style="list-style-type: none"> • Assistant Chief of Respiratory Therapy ♦ • Cardiac Sonographer • Clinical Lab Scientist I, II and Q.C. • Senior Clinical Lab Scientist • Electroencephalographic Technician • Electroencephalographic Technician Registered • Interim Permit Psychiatric Technician • Interim Permit Vocational Nurse • Occupational Therapist I and II • Physical Therapist I and II • Radiologic Specialist I and II • Radiologic Technologist I and II • Radiologic Technologist Supervisor • Respiratory Care Practitioner I and II ♦ • Respiratory Technician I and II ♦ • Senior Radiologic Technologist • Supervising Respiratory Care Practitioner ♦ 	\$1.00 per hour ♦ For employees in these classifications the evening premium starts at 5:00 p.m.
(b) employees in the classifications set out below working for <u>RCRMCRUHS (excluding Behavioral Health and Public Health):</u> <ul style="list-style-type: none"> • Licensed Vocational Nurse I, II and III ♦ • Licensed Psychiatric Technician • Surgical Technicians 	\$1.10 per hour ♦ Evening premium starts at 5:00 p.m. for LVN's working in <u>RUHS-CRMC-RUHS - Medical Center</u> outpatient clinics <u>(excluding Behavioral Health and Public Health).</u>
(c) employees in the classifications set out below working for <u>RCRMCRUHS (excluding Behavioral Health and Public Health) -or Detention Health</u> <ul style="list-style-type: none"> • Nursing Education Instructor • Physician Assistant-Adult Detention 	\$1.60 per hour

<p>(d) employees in the classifications set out below working in any RUHS Medical Center<u>iverside County</u> outpatient clinic <u>(non Community Health Clinic)</u>:</p> <ul style="list-style-type: none"> Registered Nurse I, II, III, IV and V 	<p>\$1.60 per hour</p> <p>NOTE: Evening premium starts at 5:00 p.m. for employees in these classifications working at an R-CRMC-RUHS — Medical Center outpatient clinic <u>(excluding Behavioral Health and Public Health)</u>.</p>
<p>(e) employees in the classifications of:</p> <ul style="list-style-type: none"> <u>Clinical Lab Scientist I, II and Q.C.</u> <u>Senior Clinical Lab Scientist</u> Clinical Pharmacist Pharmacist Senior Clinical Pharmacist Senior Pharmacist 	<p>\$1.70 per hour</p>
<p>(f) employees in the classifications set out below working for RCRMC Main Campus or Detention Health<u>RUHS (excluding Behavioral Health, Public Health, ITF, ETS, and outpatient clinics)</u>:</p> <ul style="list-style-type: none"> Assistant Nurse Manager Clinical Therapist II - Detention <u>Health System Nurse Case Manager</u> Institutional Nurse Interim Permit Nurse Nurse Practitioner I, II and III Pre Hospital Liaison Nurse Registered Nurse I, II, III, IV and V Senior Institutional Nurse Supervising Institutional Nurse 	<p>\$2.00 per hour</p>
<p>(g) employees in the classifications set out below working at the RUHS ITF and ETS<u>CRMC Arlington Campus</u>:</p> <ul style="list-style-type: none"> Assistant Nurse Manager Interim Permit Nurse Registered Nurse I, II, III, IV and V 	<p>\$4.00 per hour</p>
<p>(h) employees in classifications working for the Regional Park & Open-Space District</p>	<p>\$1.05 per hour</p>

(i) employees in the classification(s) set out below working at an Adult Detention Facility:	\$2.00 per hour
<ul style="list-style-type: none"> • Clinical Therapist II - Detention 	

Commented [COR2]: Language added per 2/2016 Side Letter

4.3. Night Shift – General. ~~County of~~ Employees ~~whose classes are not specifically mentioned below working their regularly scheduled shift that ends after 11:00 p.m. and who perform~~ work between the hours of 11:00 p.m. and 7:00~~30~~ a.m. shall be paid a night differential of one dollar twenty cents (\$1.20) per hour for the time actually worked between 11:00 p.m. and 7:00~~30~~ 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. for the time actually worked until 7:30 a.m.

Exceptions:

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

(c) employees in the classifications set out below working in any RUHSiverside County outpatient clinic (non Community Health Clinic) :	\$2.45 per hour
<ul style="list-style-type: none"> Registered Nurse I, II, III, IV and V 	
(d) Employees in the classifications set out below:	\$2.75 per hour
<ul style="list-style-type: none"> Pharmacist Senior Pharmacist Clinical Pharmacist Senior Clinical Pharmacist 	
(e) (e) employees in the classifications set out below working for RUHSCRM or Detention Health (excluding Behavioral Health and Public Health)	\$3.00 per hour
<ul style="list-style-type: none"> Nurse Practitioner I, II and III 	
(d) (f) employees in the classifications set out below working at any RUHS-(excluding Behavioral Health and Public Health)CRM campus or Detention Health :	\$5.00 per hour
<ul style="list-style-type: none"> Assistant Nurse Manager Clinical Therapist II — Detention Clinical Lab Scientists Senior Clinical Lab Scientists Interim Permit Nurse Registered Nurse I, II, III, IV and V Institutional Nurse Health Systems Nurse Case Manager Pre Hospital Liaison Nurse Senior Institutional Nurse Supervising Institutional Nurse 	
(e) (g) employees in classifications working for the Regional Park & Open-Space District	\$1.85 per hour
(h) employees in the classification(s) set out below working at an Adult Detention Facility:	\$5.00 per hour
<ul style="list-style-type: none"> Clinical Therapist II - Detention 	

Commented [COR3]: Language added per 2/2016 Side Letter

5.4. Command Post Shift Differentials. All employees assigned to the Command Post, who otherwise qualify, shall be paid ~~an additional \$0.60 per hour evening shift differential (for a total of one dollar and twenty cents (\$1.20) per hour)~~ for all hours actually worked between 3:00 p.m. and 11:00

p.m.

Employees assigned to the Command Post, who otherwise qualify, shall be paid an additional \$0.30 per hour night shift differential (for a total of one dollar and fifty cents (\$1.50) per hour) for all qualifying hours actually worked after-between 11:00 p.m. to 10:00 a.m.

All employees assigned to the Command Post during regular day shift hours (10:00 a.m.—8:00 p.m.), who otherwise qualify, shall receive one dollar (\$1.00) per hour for all hours actually worked between 10:00 a.m. and 3:00 p.m.

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

G. Exemption from Standard Overtime, Standby and Call Back. The foregoing provisions of this Section do not apply to employees in the classes shown in Appendix I to Ordinance #440.

Persons employed in the classes shown in Appendix I, shall be entitled to equal compensatory time off with pay for each authorized hour worked in excess of the normal or established FLSA workweek. Actual hours of time worked in excess of the normal or established FLSA workweek and actual hours taken as compensatory time off shall be reported on each attendance report. With approval of the Board of Supervisors, persons entitled to compensatory time off under this provision may be paid for each authorized hour worked in excess of the normal or established work day or work period in lieu of receiving equal compensatory time off. If the payment is to be made, the number of hours to be paid for shall be specified.

Upon termination, persons employed in the classes shown in Appendix I shall be paid for such accumulated excess time that has not been taken in compensatory time off, not to exceed sixty (60) hours.

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 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 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: an employee (a) must work in specialty areas as follows: Intensive Care Unit/Adult Critical Care Unit ("ICU/ACCU"), Post-Anesthesia Recovery Unit ("PACU"), Pediatrics Intensive Care Unit ("Peds-ICU"), 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 Units ("Unit 2500PCU"), Chemotherapy, Special Procedure Conscious Sedation Nurses, Sexual Assault Forensic Examiners ("SAFERT"), Behavioral Emergency Response Team (BERT), Code Team, Cath Lab, Wound Team, Diabetes Management Team, Throughput Nurse Team, GI Lab, Same-Day Surgery, PCU Overflow ("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. 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.

E. _____

indicated below:

UNIT	SPECIALTY REQUIREMENTS
Emergency	CCC, ACLS, Triage Certification, Management of Assaultive Behavior (MAB), PALS/ENPC, and MICN* (MICN is to be obtained within the first two (2) years of hire or three (3) years if a new graduate — during this time employee is eligible for critical care premium but not MICN premium)
ICU/ACCU	CCC, ACLS, Hemodynamic Monitoring
OR	Operative Room Certification (RCRMC) or CNOR (either every five (5) years)
PACU	CCC, ACLS
L&D	ACLS, NRP, Fetal Monitoring
NICU	High Risk Neonate Parts 1 & 2, NRP
Trauma Services	ATCN, TNCC, ACLS and PALS
PICU	CCC, for Peds, Basic Pediatric Course, PALS and Hemodynamic Monitoring
PCU	CCC and ACLS LVNs require: CCC and IV Certification
Chemotherapy	Chemotherapy Course (RCRMC)
Psychiatry	Management of Assaultive Behavior (MAB), Specialized LPS Legal in-service training by in-house staff/County Counsel/Public Defender, Fifty-one Fifty (5150) Designation Training, Six (6) months of Psychiatric Nursing experience
Conscious Sedation Nurses	BLS, ACLS, PALS, Completion of RCRMC Conscious Sedation Course

SART	ACLS, PALS, MAB, Sexual Assault Forensic Examiner Training (35 hours or greater), Completion of in-house forty (40) hour Forensic Nurse Examiner preceptor program. Must be able to work as independent examiner.
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~~ACLS – Advanced Coronary Life Support~~
~~APLS – Advanced Pediatric Life Support~~
~~“ATCN” – Advanced Trauma Care Nursing~~
~~“CCC” – Critical Care Course~~
~~“CNOR” – Certified Nurse Operating Room~~
~~“ENPC” – Emergency Nurse Pediatrics Course~~
~~“MAB” – Management of Assaultive Behavior~~
~~“MICN” – Mobile Intensive Care Nursing~~
~~NRP – Neonatal Resuscitation Program~~
~~PALS – Pediatric Advanced Life Support~~
~~TNCC – Trauma Nurse Core Curriculum~~

Commented [COR4]: Deleted this section and created Appendix A

~~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. ~~RUHS – Medical Center Licensed Vocational Nursing Critical/Specialty Care Specialty Rates. – Any LVN I, II, or III in the following specialties employee 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 care a differential of \$1.10 per hour when actually working in the designated unit(s) unless otherwise specified in this MOU. ÷~~

<u>LVN – RUHS-MC Critical/Specialty Care</u>
<u>Emergency Department</u>
<u>NICU</u>
<u>Labor & Delivery</u>
<u>Operating Room</u>
<u>Recovery Room</u>
<u>Intermediate Care Unit (Unit 2500)</u>
<u>ICU</u>
<u>PICU</u>
<u>PICC Team</u>

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 Correctional Care Unit/Correctional Care Health Professional requirements and working in the designated units as the employee's primary unit shall receive 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, 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 critical care or specialty care designated unit will be paid 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.

Unit	Classification	Specialty Rate
<u>RUHSCRMG:</u> <ul style="list-style-type: none"> • Mobile Intensive Care area (If employee has a Mobile Intensive Care Nurse (MICN) certificate.) 	<ul style="list-style-type: none"> • Assistant Nurse Manager • Interim Permit Nurse • Nurse Practitioner I, II and III • Registered Nurse I, II, III, IV and V • Pre Hospital Liaison Nurse 	\$1.00 per hour
<u>RUHSCRMG:</u> <ul style="list-style-type: none"> • Intensive Care Unit* • Emergency Room • Neonatal Intensive Care Unit • Labor and Delivery • Operating Room • Pediatric Intensive Care Unit* • Recovery Room • Progressive Care Unit 	<ul style="list-style-type: none"> • Interim Permit Nurse • Nursing Education Instructor • Nurse Practitioner I, II and III • Licensed Vocational Nurse <p>(* LVN does not receive premium in this unit)</p>	\$1.10 per hour
<ul style="list-style-type: none"> • Emergency Room/Trauma Services • Intensive Care Unit • Labor and Delivery • Neonatal Intensive Care Unit • Operating Room • PACU • PCU • Pediatrics • Pediatric Intensive Care Unit • Psychiatry 	<ul style="list-style-type: none"> • Respiratory Care Practitioner I and II • Supervising Respiratory Care Practitioner • Assistant Chief to Respiratory Therapy 	\$2.00 per hour

F.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 – ~~VIII~~, Assistant Nurse Manager, or Pre-Hospital Liaison Nurse (~~in Emergency Department Room only~~), working in the designated specialty or critical care units shall be paid for time actually worked in the designated units.

2. Registered Nursing Specialty Care Differential. Effective March 26, 2020, 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 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 - Effective March 26, 2020, 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 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>

G.

4. Emergency Department Critical Care Differential. Effective March 26, 2020, 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.

a. After three (3) full cumulative years of permanent assignment in the RUHS-MC Emergency Department Unit, or three (3) 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.

- b. After six (6) full cumulative years of permanent assignment in the RUHS-MC Emergency Department Unit, or six (6) 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 (6) full years of permanent assignment in a qualifying Emergency Department must be performed within the immediately preceding nine (9) years.
- c. 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 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.

- a. Effective March 26, 2020, 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:
 - 1. Advanced Care Nurse I - \$3.00 per hour
 - 2. Advanced Care Nurse II - \$5.50 per hour
- b. While assigned as an Advanced Care Nurse, the Advanced Care Nurse differential will be applied when using the employee's accrued sick and/or vacation leave balances.
- c. Minimum qualifications for Advanced Care Nurse I:

1. Bachelor's in Nursing or health related field or National Certification (recognized by AACN) AND six (6) years of full time experience as an RN; OR Master's in Nursing and four (4) years of full time experience as an RN

Plus:

2. Two years minimum in area of specialty
3. Meets/exceeds on prior evaluation
4. No active Medical Certification Directive on file
5. Not on a Performance Improvement Plan

Plus, minimum of one of below:

6. Qualified and approved major project by unit or department director
7. Active participation in a committee and one of the following: superuser, preceptor, performance improvement project, health fair, inservices classes taught, complete ACN acknowledgement form

b-d. Minimum qualifications for Advanced Care Nurse II:

1. Minimum qualifications: Bachelor's Degree in Nursing or health related field and National Certification (recognized by AACN) AND nine (9) years of full time experience as RN; OR Master's in Nursing and seven (7) years of full time experience as an RN.

Plus:

2. Two years minimum in area of specialty
3. Meets/exceeds on prior evaluation
4. No active Medical Certification Directive on file
5. Not on a Performance Improvement Plan

Plus, minimum of one of below:

6. Qualified and approved major project
7. Active participation in a committee and 2 of the following: superuser, preceptor, performance improvement project, health fair, inservices classes taught, complete ACN acknowledgement form

6. NICU Transport Differential. Effective March 26, 2020, 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 March 26, 2020, 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

•

~~e~~-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)

~~d~~-b. Once a recommendation is made, the MICN candidate is given the MICN Qualifying Examination.

MICN Qualifying Examination:

- A. The MICN candidate must successfully pass the examination with a minimum score of eighty percent (80%).
- B. If the MICN candidate fails the examination, the candidate may re-test one time.
- A-C. 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 Paramedic 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.

~~A part time RN I—V, Assistant Nurse Manager, or Pre Hospital Liaison Nurse (in Emergency Room only), working in the designated units may also qualify for the additional premium if:~~

- ~~a. He/she is assigned to the unit for his/her entire part time designation; and~~
- ~~b. He/she has the equivalent of four (4) full time years of recent clinical experience in the field of specialty [e.g. six (6) years of three quarters (¾) time, eight (8) years of one half (½) time, or any combination of part time and full time experience equivalent to four (4) years of full-time experience].~~

H.F. Charge Assignments

1. ~~In-Charge - Registered Nurses.~~ Every effort will be made to assign ~~in-~~charge duty to Registered Nurses who wish to assume the ~~in-~~charge responsibilities. The ~~hospital—RUHS~~ reserves the right to make an assignment when volunteers are unavailable.
 - a. Any Registered Nurse I, II, or III, IV or V working for the ~~Riverside County Regional RUHS—Medical Center (hospital, ITF or ETS)~~ temporarily assigned to perform ~~the duties of an Assistant Nurse Manager—charge or lead duties that provide direction and leadership to one (1) or more Registered Nurse(s) for one half (½) of a work shift or longer,~~ 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, IV or V working for the ~~Riverside County Regional RUHS—Medical Center— Care Clinics or Mental Health Psychiatric Inpatient Facility~~ temporarily assigned to perform the duties of a Supervising Clinic Site Nurse ~~for one half (½) of a work shift or longer,~~ shall be compensated during such temporary assignment at a rate of one dollar and fifteen cents (\$1.15) per hour higher.
 - c. Registered Nurse I, II, III, IV or V working for the ~~Community Health Agency—RUHS—Public Health~~ assigned to perform ~~first level supervising—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 ~~Community Health Agency of 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 while actually performing these functions.

~~e.d. Any Institutional Nurse-RCRMG or Senior Institutional Nurse-RCRMG working at an adult detention-correctional facility temporarily assigned to perform the duties of a Supervising Institutional Nurse-RCRMG for one half (1/2) of a work shift or longer, shall be compensated during such assignment at a rate of one dollar and fifteen cents (\$1.15) per hour higher.~~

2. ~~In-Charge - Other Medical Classes.~~ Any Licensed Vocational Nurse II and III or Licensed Psychiatric Technician of the Para-Professional Unit temporarily assigned to perform the duties of a unit charge person ~~for one half (1/2) of a work shift or longer~~, shall be compensated during such temporary assignment at a rate of forty-two cents (\$0.42) per hour higher for Licensed Vocational Nurse II and III and at a rate forty-three cents (\$0.43) per hour higher for Licensed Psychiatric Technician.

Any Respiratory Care Practitioner II, when temporarily assigned over ~~all Riverside County Regional~~ 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, IV or V~~ 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.
2. _____

Effective March 26, 2020, 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.

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

2. 3100/Float Pool Advanced Assignment. Effective March 26, 2020, 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 January 30, 2020, 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:

Forensic Mental Health Differential. Employees in the following classifications who are permanently assigned to a juvenile or adult detention facility shall receive an adult or juvenile detention differential of three (3) steps:

Mental Behavioral Health Services Supervisor-A and B and Supervisor LP
Senior Clinical Psychologist
Clinical Psychologist
Registered Nurse I, II, III, ~~IV and V~~
Clinical Therapist I and II
Senior Clinical Therapist
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.

I. Correctional Facility Assignment Differential.

3.1. Adult Correctional Facility Differential. 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.

Commented [COR5]: Per Side Letter effective 2/18/16.

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.

Commented [COR6]: Per Side Letter effective 2/18/16.

Supervising Institutional Nurse-RCRMC
Senior Institutional Nurse-RCRMC
Institutional Nurse-RCRMC
Licensed Vocational Nurse III
Nurse Practitioner I, II, III-RCRMC
Physician Assistant-Adult Detention
Physician (II, III, IV)-Detention Health Services
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 screenings shall be compensated

during such assignment at the rate of seventy-five cents (\$0.75) per hour higher.

I.J. Training/Preceptor. Any regular full-time employee in the designated classifications ~~selected~~ 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 and assigned 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.

(a) working for an <u>RUHS – Medical Center or Correctional Health Services(excluding Behavioral Health, Public Health, CHC, and outpatient clinics)</u> <u>RUHSCRCMC campus:</u> <ul style="list-style-type: none">● Registered Nurse I, II, and III, IV and V.*● Assistant Nurse Manager●	\$5.00 per hour
(b) working at <u>RUHSCRCMC</u> Operating Room: <ul style="list-style-type: none">● Licensed Vocational Nurse <u>II and III*</u> ‡● Surgical Technician●	\$1.00 per hour
(c) working at <u>RUHS – Medical Center and Correctional Health Services(excluding Behavioral Health, Public</u>	\$1.00 per hour

~~Health, ITF, ETS, CHC, and outpatient clinics) RUHSCRMG main campus:~~

- ~~• Radiologic Specialist I and II~~
- ~~• Radiologic Specialist Supervisor~~
- ~~• Radiologic Technician I and II~~
- ~~• Radiologic Technologist Supervisor~~
- ~~• 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~~
- ~~• _____~~

~~* To qualify for preceptor pay, the Registered Nurse must complete a sixteen (16) hour training program as required after the selection process.~~

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

~~Effective January 30, 2020, 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 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.~~

K. Extra Shift Assignment – Physician I-IV

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

Hours worked outside of the regularly assigned shift must meet specific criteria in order to qualify as an extra shift assignment. An extra shift assignment is defined as additional preset clinic hours added to the clinic calendar for the purpose of scheduling additional patients. During an extra shift assignment, the clinic is specifically staffed in order to fully operate the patient care clinic during that extra shift. Physicians must work the entire extra shift in order to qualify for the premium pay under this subsection.

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

L. Overnight Shift Premium – Physician I-IV

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

M. RUHS-Medical Center Incentive – Physician I-IV

Only for the term of this MOU, in which this subsection shall automatically expire at the end of this MOU, employees in the Physician I-IV classification series may be eligible to receive up to fifty thousand dollars (\$50,000.00) annually as incentive pay for exceptional performance provided the RUHS meets revenue or budget projections and has available funds for this incentive as determined by the County Executive Officer.

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

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

amount.

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

J.N. Bilingual Premium

1. Scope:

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

2. Eligibility Factors:

a. Eligibility Factors requires use of a second language at least five (5x) times per week or once per day; for eligibility. The department head or designee shall designate positions to provide bilingual services;

b. Incumbents must be assigned to provide bilingual services by the department head or designee; and

a-c. Incumbents must successfully pass a bilingual proficiency examination administered by the County Human Resources Department. Spanish-speaking employees who were grandfathered to receive bilingual premium without possessing a certification from the County Human Resources Department will be required to successfully pass the requisite examination within one-hundred, eighty (180) calendar days from December 20, 2018 to be eligible to receive bilingual premium. Failure to obtain a certification within one-hundred, eighty (180) calendar days from December 20, 2018 shall result in immediate loss of bilingual premium.

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

3. Skill Levels:

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

- a. Level 1: Basic Oral Communication/Reading Examination
Employees at this level ~~perform bilingual translation demonstrate~~ proficiency in reading and speaking in both English and a second language.
- b. Level 2: ~~Task Completion~~ Written Examination
Employees at this level ~~perform bilingual translation as well as written translation demonstrate~~ proficiency in reading, speaking and writing in both English and a second language.
- c. Level 3: ~~Written translation, and medical and legal interpretation~~ Complex Level Written Examination
Employees at this level ~~perform complex verbal and written translation demonstrate~~ proficiency in reading, speaking and writing in both English and a second language using technical terminology. medical or legal terminology in a specific medical or legal environment (e.g., hospital, courtroom, etc.).

4. Compensation:

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

- a. Level 1: Fifty cents (\$0.50) per actual hour worked
- b. ~~Forty dollars (\$40) per pay period (\$0.50 per~~ Level 2: Seventy-five cents (\$0.75) per actual hour worked ~~Sixty dollars (\$60) per pay period (\$0.75 per hour)~~
- c. ~~Level 3: One dollar (\$1.00) per actual hour worked~~ Eighty dollars (\$80) per pay period (\$1.00 per hour)
- d-c. _____

5. Plan Implementation

~~5.~~ _____

a. Testing Administration:

~~Oral and written examinations will be developed with labor management and will be administered by the Human Resources Training Center as follows:~~

~~Level 1: Basic oral/reading test~~
~~Level 2: Written~~
~~Level 3: Complex Level Written~~

~~The Bilingual Pay Program, approved by the Board of Supervisors on June 29,~~

~~2004, will be administered by Human Resources. Department for bilingual to the County Human Resources Department for~~

~~b.a. The Bilingual Pay Program, approved by the Board of Supervisors on June 29, 2004, will be administered by Human Resources. The department head or designee is responsible for bilingual assignments. The department head or designee is also responsible for removing an employee from a bilingual assignment when the position no longer requires the use of bilingual skills; furthermore, the department head or designee is responsible for modifying the bilingual skill level of the assigned employee as operationally required. Prior to assigning an employee for bilingual premium, the department shall forward requests for bilingual assignment to the County Human Resources Department for bilingual proficiency assessment and certification.~~

~~b. All current County Employees certified by the County Human Resources Department shall receive bilingual pay will continue to receive the rate of pay they are receiving, as long as they continue in their current position department head or designee designates that position for bilingual assignment. The decision of the department head or designee to assign and/or remove bilingual assignment is not subject to either the grievance or disciplinary appeal procedure in the MOU. Qualified employees, whose positions are designated by Departmental/District Supervisors as requiring/desiring bilingual skills, are encouraged to test for higher skill levels if required by the department.~~

~~c. A break in continuous service, as defined in this MOU, shall require the employee to become re-certified for the appropriate bilingual skill level upon re-hire should the department head or designee designate the position for bilingual assignment.~~

~~Designation of positions eligible to receive bilingual pay is the responsibility of the supervisor with the approval of Human Resources. All future recruitments for a position designated as such would include the requirement of bilingual skills. Payments for employees will be pro-rated based on the hours worked. Psychiatrist – Mental Health Medical Program. In accordance with Section 621 and 522 of Title 9, California Administrative Code, when the Program Chief, Mental Health Service position is vacant or if occupied by a non medical incumbent, the Mental Health Medical Director may assign medical program responsibility for all those acts of diagnosis, treatment, or prescribing or ordering of drugs which may only be performed by a licensed physician to the incumbent of a Psychiatrist position who shall then be compensated at an hourly rate which is three (3) steps higher than specified for such a Psychiatrist position.~~

~~K.O. Engineering, Survey, Architect Licensure. The incumbent of a professional engineering position or facilities project manager who is not required by the~~

classification plan to be registered, but who is registered as a Professional Engineer by the State of California, shall be compensated at an hourly rate which is ~~two (2) steps~~ five and a half percent (5.5%) higher than that specified for such position, at the option of the employee's department head. Such an incumbent in a department primarily concerned with land surveying who is a licensed land surveyor may be likewise compensated. The incumbent of a professional architect position or facilities project manager who is not required by the classification plan to be licensed, but who is licensed to practice architecture by the State of California, shall be compensated at an hourly rate which is five and a half percent (5.5%) ~~two (2) steps~~ higher than that specified for such position, at the option of the employee's department head.

~~L.P.~~ Inconvenience Differential Premium. ~~Each~~ Employees of the Transportation Department of the Transportation Land Management Agency ("TLMA") ~~assigned to a traveling crew while its work headquarters is temporarily at the Blythe or Thermal Road Yard for a full pay period, and whose normal residence is in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters, shall receive one hundred dollars (\$100.00) for each pay period in addition to their regular compensation.~~ travel crew will receive an inconvenience premium of one hundred dollars (\$100.00) per pay period only during periods of temporary reassignment of the worksite as provided in this subsection. It is the parties' understanding that only employees permanently assigned to a travel crew by the Transportation Department and whose worksite is temporarily transitioned to the Blythe or Thermal Yard, in which the Blythe or Thermal Yard is at least seventy-five (75) miles from the employee's regular work location, shall be entitled to receive the inconvenience premium. In addition, any permanent travel crew employee whose regularly assigned worksite is in the Blythe or Thermal Yard, and whose worksite is temporarily transitioned to a work location that is at least seventy-five (75) miles from the employee's regular work location shall be entitled to receive the inconvenience premium as provided in this subsection.

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

~~Any employee whose regularly assigned headquarters are in the Blythe or Thermal Road Yard shall be entitled to the same inconvenience differential at the same rate and conditions.~~

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

~~M. Female Prisoner Search and Meal Assignments. An employee working for the Sheriff's Department in the classifications of Supervising Office Assistant I and~~

~~Supervising Office Assistant II shall be compensated at the rate of twenty-five cents (\$0.25) per hour when assigned and the employee agrees to assume such assignments as perform female prisoner searches and serve meals to female prisoners in the absence of a female deputy or correction personnel. Such assignments must be authorized or verified by the department head or a designee in writing. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.~~

~~When such assignments are no longer needed or the employee is not required to perform these functions, the department head shall terminate the special compensation.~~

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

1. Senior Sheriff's 911 Communications Officers or Sheriff's Communications Supervisors.
 - a. Employees hired into the SEIU bargaining unit prior to January 30, 2020, the first pay period following the 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, but not 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 a the following rates: six percent (6%) higher than that specified for such position. If they prove they possess the Advanced Certificate, they shall be compensated at a rate, which is eleven percent (11%) higher than that specified for such position.
 1. Intermediate P.O.S.T. Certification – six percent (6%) higher than the base pay rate specified for the non-designated classification
 2. Advanced P.O.S.T. Certification – eleven percent (11%) higher than the base pay rate specified for the non-designated classification
 - b. Only for employees hired into the SEIU bargaining unit prior to January 30, 2020, 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.

- c. Employees who are hired or rehired into the SEIU bargaining unit on or after January 30, 2020, 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 to exceed eighty (80) hours per pay period as follows:
 1. Intermediate P.O.S.T. Certification – equal to six percent (6%) of the employee's base rate paid as a differential
 2. Advanced P.O.S.T. Certification – equal to eleven percent (11%) of the employee's base rate paid as a differential
2. 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.
 - a. Employees hired prior to the first pay period following the adoption of this MOU 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:
 1. Intermediate P.O.S.T. Certification – six percent (6%) higher than the base pay rate specified for the non-designated classification.
 - b. Only for employees hired into the Sheriff's Records/Warrants Supervisor classification prior to January 30, 2020, 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.

- c. Employees hired or rehired into the Sheriff's Records/Warrants Supervisor classification on or after January 30, 2020 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:
1. Intermediate P.O.S.T. Certification – six percent (6%) of base pay paid as a differential.

~~Q-R.~~ Hazardous Materials Management Environmental Health Specialist. Any ~~Hazardous Materials Management Environmental Health~~ Specialists assigned to an Emergency Response Team shall receive one hundred fifty dollars (\$150.00) per month per employee while assigned to the Emergency Response Team.

Commented [COR 7]:
Per Side Letter effective 2/4/16.

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

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

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

~~Q-U.~~ Class "A" or "B" License – Regional Park & Open-Space District. The Regional Park & Open-Space District ~~shall may~~ designate ~~at least three (3)~~ employees who, as part of their assigned duties, may be required to drive equipment that requires the operator to possess and maintain a valid California Class "A" or "B" Driver's License. An employee ~~hired prior to May 7, 1998,~~ who maintains a current California Class "A" or "B" Driver's License and is designated to operate such equipment; shall receive a biweekly bonus, calculated at the rate of ten cents (\$0.10) per hour for each hour worked, not to exceed eighty (80) hours per ~~biweekly~~ pay period.

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

<ul style="list-style-type: none"> • Certified Pool Operator • Municipal Pool Operator 	Fifteen cents (\$0.15) per hour
<ul style="list-style-type: none"> • Pesticide License • Certified Pest Control Applicator • Certified Playground Inspector • Grade I Waste Water Certificate • Grade I Water Distribution Certificate • Grade I Water Treatment Certificate 	Twenty five cents (\$0.25) per hour
<ul style="list-style-type: none"> • Licensed Pest Control Advisor 	Fifty cents (\$0.50) per hour

This differential will be paid during the period of time the employee is designated by ~~District Management~~ the County as operating under this certification, not to exceed eighty (80) hours per pay period.

W. Canine Duty Pay.

Commented [COR8]: Pursuant to the side letter signed by the parties.

1. Canine Duty Pay. Employees in the District Attorney's Office who are assigned to canine duty shall be compensated at the rate of one dollar and twenty-five cents (\$1.25) per hour, plus overtime rates where applicable, for all time assigned to K-9 duty, including vacation, sick leave, holiday pay and Workers' Compensation leave, provided, however, that this differential shall not be paid during any time when the individual is no longer responsible for caring for the canine. Eligible classifications for Canine Duty Pay include:

- a. Victim Services Advocate I (79787)
- b. Victim Services Advocate II (79788)

2. Canine Compensation for Off-Duty work

a. Employees assigned to canine duty shall be paid for the off-duty care, feeding and grooming of their canine and the routine, off-duty canine-related maintenance of their canine. Employees assigned to canine duty shall be paid seven (7) hours per pay period at the canine care salary rate of \$15.00 per hour paid at time and one half. Employees assigned to Canine Duty are not permitted to work more than seven (7) hours per period on off-duty canine duties as the County is not paying for more than seven (7) hours per pay period and employees are not permitted to work off the clock.

- b. In addition to the seven (7) hours of pay per pay period described in the preceding paragraph, canine deputies shall be paid for off-duty veterinary visits and extraordinary off-duty care, provided that, absent an emergency, the employee shall obtain supervisor approval for such care and shall provide appropriate payroll documentation.
3. An employee who does not have responsibility for the canine will not receive the canine compensation provided herein.
4. The assignment and removal from Canine Duty is at the sole discretion of the District Attorney or designee. The determination to assign and/or remove the Canine Duty shall not be subject to the disciplinary appeal procedure in the MOU and cannot be made or interpreted as disciplinary action.

ARTICLE 56

PAY PRACTICES

Section 1. Salary Range Broadband

- A. Implementation. Effective March 12, 2020, 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 were below Step Four of their classification's salary plan/grade at the time of the conversion to the broadband salary range plan 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.

- 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 broad banding pay structure, no employee shall suffer a loss of compensation as exists on the day broad banding is implemented. If as a result of the conversion to the broad banding 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.

Section 24. ~~Step-Merit Increase~~Advance

- A. The compensation of every person employed in a regular position ~~on a step basis~~ shall be considered for a merit increase upon their anniversary date, except as herein otherwise provided.

- B. Anniversary Dates. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of one (1) year in a paid status in the position not including overtime. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

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

Re-employment at a rate other than the minimum salary for the classification's salary plan/grade that of the first step of a range shall be considered an original appointment for purpose of fixing the anniversary date.

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

- C. The provisions of this ~~s~~Section shall be subject to other specific provisions of this MOU concerning change of anniversary dates.

- D. Denial of ~~Step-Merit Increase~~. The department/~~district~~ head or designee may disallow a scheduled ~~step-merit~~ increase provided a performance evaluation is first reviewed and approved by the Human Resource Director or ~~a~~ designee. If the increase is disallowed, the employee will be provided the reasons therefore in writing.

The Human Resources Director shall promptly act on each increase allowed and the employee shall be paid at the increased rate from the anniversary date. If, through error, the anniversary date of an employee is delayed or omitted, the resulting failure to increase the rate of pay may be cured by retroactively adjusting

the rate of pay to the anniversary date. If the department/~~district~~ head or designee disallows such increase, the department/~~district~~ head or designee shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the department/~~district~~ head or designee. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given ~~unless there is an affirmative decision of the Department/District Head to deny the increase.~~ only on the affirmative decision of the department head or designee, which shall be made only on the basis of continued satisfactory performance in the position.

- E. Seasonal Employees. With the same procedures as in the foregoing Subsection B, on the first day of the pay period following the completion of one (1) year in a paid status, not including overtime, the salary of a seasonal employee shall be increased. On the first day of the pay period following the completion of an additional one (1) year in a paid status, not including overtime, the employee's salary may again be increased, and thereafter in like intervals. The hours in a paid status need not be continuous, provided no interval of more than one (1) year shall occur when the employee is in an unpaid status.
- F. ~~Except as set out herein, effective June 28, 2012 (PP#15-2012), every anniversary salary increase shall be advanced in one (1) step increments to the rate of the next higher step through June 25, 2014. Effective March 12, 2020, 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.~~
- G. ~~Except as set out herein, effective June 26, 2014 (PP#15-2014) and continuing thereafter every anniversary salary increase shall be advanced in two (2) step increments to the rate of the second next higher step, except when there are less than two (2) steps remaining, it shall be to the last step.~~

Section 23. New Employees

- A. Except as otherwise provided by this MOU, a new employee shall be appointed at the ~~first step~~ minimum salary of the classification's salary range. The department/~~district~~ head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any ~~salary step~~ within the salary ~~range~~ plan/grade if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the ~~advanced step~~ higher salary proposed. When

the Human Resources Director and the County Executive Officer authorize a position to be filled at such a rate step that is higher than the minimum first step of the range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than that the step rate so authorized to the same or one of said higher rates steps, fixing the minimum initial salary on such advanced step rate. Should incumbent Registered Nurses working for an -RUHSRCRMC campus (excluding Behavioral Health and Public Health) -or Detention Health RUHS - Medical Center not be advanced in the scenario outlined above, the parties agree to meet and consult on the issue to determine if advancement would be equitable in all the circumstances. The anniversary date shall be the first day of the pay period which is not less than one (1) year in a paid status thereafter, not including overtime. When such an incumbent employee is already on-at that rate step, his/her anniversary date shall not change.

B. Difficult to Recruit Positions.

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

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

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

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

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

The DTR differential shall only apply to actual hours worked.

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

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

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

Notwithstanding the provisions of this MOU, there shall be up to eleven percent (11%) above the maximum salary for the salary range of those classifications or positions reserved for, and designated as, "difficult to recruit".

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

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

In the event the salary granted to a newly hired employee pursuant to this subsection exceeds that of any permanent, regular full-time or regular part-time employee who has successfully completed twenty-six (26) pay periods or more of service at the top of the salary plan and grade for that

classification(s), such employee(s) may, upon recommendation of the department head, receive a salary increase to equal the same salary as that granted to the new employee.

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

~~Notwithstanding the provisions of (A) above, there shall be up to an additional four (4) steps [approximately eleven (11%)] which shall be reserved for those specific classifications in a specific Department/District designated by the Human Resources Director, subject to approval by the County Executive Officer, as "difficult to recruit." Further, different locations or regions may qualify for difficult to recruit designation or for different levels (i.e. percentages) of compensation under a difficult to recruit designation. In addition, the County agrees to make every effort to give first consideration to existing employees who have indicated an interest in a specific position and/or location designated as difficult to recruit.~~

~~This designation shall be granted based upon a determination by the Human Resources Director, subject to approval by the County Executive Officer, on a specific classification and specific Department/District basis, that a serious recruiting or retention problem exists for specific classification(s) in a specific Department/District, or that the increases granted to subordinate "difficult to recruit" classifications in the specific Department/District has created serious compaction problems, and that a percentage increase up to and including four (4) steps [approximately eleven (11%)] would assist the County in recruiting and retaining employees in the specific classification(s) in that specific Department/District. Advancements to any of these ranges in the specific Department/District shall not be automatic nor shall such a determination have any bearing on the same or similar classifications within the Department/District or in any other Departments/Districts with same or similar classifications. Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented in the specific Department/District as follows:-~~

~~1. Upon prior authorization of the Human Resources Director, the initial salary~~

~~placement for newly hired employees in the specific classification in the specific Department/District may be at any step on the salary range for his/her classification up to and including a step on the salary ranges established pursuant to Section 2(B) above.~~

- ~~2. In the event the salary granted to a newly hired employee in the specific classification in the specific Department/District pursuant to Sub Section (B)(1) above exceeds that for any present permanent, regular full time or regular part time employee in the specific classification in the specific Department/District who is being compensated at the top of the salary range for that specific classification(s), such employee(s) shall be placed on the same salary range and step as that granted to the new employee.~~
- ~~3. All other regular full time and regular part time employees assigned to the affected classification(s) in the specific classification in the specific Department/District, who have completed less than one (1) year of service at the top, or at any other step, of the salary range for that classification, may, upon a review of their qualifications and approval by the Human Resources Director, have their salary adjusted to an amount no less than the lowest salary received by a similarly qualified employee hired as the result of an open recruitment to fill a vacancy in that classification in the specific classification in the specific Department/District.~~

~~Notwithstanding, the paragraph above, if an employee newly hired into a "difficult to recruit" classification has less experience in the work of the classification and/or education/training applicable to the work of the specific classification than an incumbent employee in the same specific classification in the specific Department/District, the incumbent employees' wage will immediately be increased to the level of the newly hired employee.~~

- ~~4. Subsequent merit increases for employees not compensated at the top of the salary range(s) for the specific classification in the specific Department/District affected by the provisions of this subsection may be granted pursuant to the standard procedures for step advances as set forth in the applicable MOU. Employees may receive annual reviews as set forth in such MOU, but merit increases cannot be given beyond the top step as set forth in this MOU.~~

~~In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications in the specific classification in the specific Department/District no longer exist, he shall advise the County Executive Officer of his findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such specific classification(s). At that time, the salary for any employee compensated at a rate above that to which he or she would otherwise have been entitled shall be frozen and shall not be increased until the regular salary for the specific classification exceeds the~~

~~rate established pursuant to the provisions described above.~~

Section ~~43.~~ Re-Employment

A. Upon recommendation of the ~~employing Officer department head or designee~~ and approval of the Human Resources Director ~~or designee~~, a former regular employee may be re-employed in the same ~~classification of position~~ which he/she previously occupied, at the same ~~step salary~~ of the salary ~~range plan/grade~~ as the ~~salary step~~ applicable at the time of ~~his termination separation~~, provided they were ~~terminated separated~~ in good standing ~~and passed probation in that classification~~.

~~B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act, but in other respects shall be in accordance with this Memorandum.~~

~~G-B. Whenever a former regular employee is or has been re-employed within twenty-four (24) consecutive months after termination separation he/she may, on recommendation of the employing Officer department head or designee and with the approval of the Human Resources Director or designee and the County Executive Officer, be allowed restoration of previously accrued sick leave, not exceeding the amount thereof which was lost (unless the employee received sick leave payout upon retirement in which case there will be no restoration of sick leave), and accrued time toward earned to earn vacation at the rate at which the employee was earning at the time of separation, not exceeding the amount thereof which was lost at the time of termination, and his/her The anniversary date for step advancement merit increase may be expressly fixed, subject to other provisions of this Memorandum relating to delay and disallowance thereof, by allowing limitations as provided in this MOU to allow credit for all or a portion of the applicable period of service prior to said termination separation. A former employee who is re-employed and who did not withdraw his or her initial retirement contributions at the time of his/her termination, shall not be required to make an additional initial retirement contribution for the previous period of covered employment with Riverside County.~~

~~D-C. Re-employment of Retired Persons. An employee who is retired under the State California Public Employees' Retirement Act Law ("PERL") and who is receiving retirement benefits shall not be employed or re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the State Employees Retirement Act PERL for discontinuance of retirement benefits, the retiree may be employed or re-employed.~~

The Human Resources Director may allow the employment or re-employment for up to nine hundred sixty (960) hours in any ~~calendar fiscal~~ year, without loss of benefits, as specified in ~~Section 21153 of the Government Code the law. That section The law~~ permits the temporary employment only during an emergency to

prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, or more than that paid other employees performing comparable duties.

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

Section 45. Promotion

On promotion, the salary shall be at a rate on the new salary ~~plan/grade~~ range which is ~~five and a half percent (5.5%) higher two (2) steps higher, or immediately greater than two (2) steps higher,~~ than that paid on the ~~salary plan/grade range for of~~ the former position where the new ~~salary plan/grade range~~ is able to accommodate the increase; if the new salary plan/grade is unable to accommodate the increase, the rate shall be to the maximum of the new salary plan/grade. The effective date of all promotions shall coincide with the first ~~working~~ day of a pay period. The anniversary date following a promotion shall be determined as if the date of promotion were the date of employment.

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

Section 65. Transfer

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

~~Directed Transfer of Regional Park & Open Space District Employee(s). The transfer shall be discussed in advance with the employee. An explanation of the reasons for the transfer will be given.~~

Section 67. Demotion

A. On demotion, the salary shall be at the rate which will result in a five and one half percent (5.5%) reduction in compensation where the new salary plan/grade is able to accommodate the decrease. If the salary plan/grade of the demoted classification is unable to accommodate the reduction, the rate shall be to the maximum of the range of the demoted classification. of the same step on the new range as was applicable to the previous range. The anniversary date shall not change. The effective date of all demotions shall coincide with the first ~~working~~ day of a pay period.

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

A.B. Permanent employees who, within one (1) year following a promotion, voluntarily demote to their previously held classification may return to the rate step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved department head(s) and an opening must exist. The anniversary date shall not change.

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

Section 78. Reclassification

- A. The salary of an incumbent of a position reclassified to a class on the same salary range plan/grade shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary range plan/grade shall be placed at the a rate which is five and a half percent (5.5%) higher two (2) steps higher, or immediately greater than two (2) steps higher, than that paid on the salary range plan/grade of the former position, where the new salary range plan/grade is able to accommodate the increase; if the new salary plan/grade is unable to accommodate the increase, the rate shall be to the maximum of the new salary plan/grade.

The anniversary date following a reclassification to a class with a higher salary plan/grade shall be determined in accordance with this Article MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of six (6) months in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional one (1) year in a paid status. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

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

Section 89. Temporary Promotion

A regular employee may be promoted on a temporary basis to fill a vacant position as a result of a leave of absence of the incumbent of that position, or pending appointment of

another person to that position. Such promotion is designated "temporary promotion". The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.

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

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

Section 109. Conformance to Plan

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

~~Section 10. Payroll~~

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

~~The County agrees to meet with SEIU at mutually acceptable times and places to review payroll related problems.~~

~~A. Payroll System. The County utilizes People Soft for its payroll, accounting, and budgeting system.~~

- ~~1. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service dates.~~
- ~~2. Leave accruals, i.e. sick leave, vacation pay, requires that the employee be in a paid status for each day during the pay period to receive the full accrual for that pay period.~~
- ~~3. Some other benefits will be granted even though the employee is in a paid status for only one (1) day during the pay period, i.e., flexible credit allowance.~~
- ~~4. The start of the biweekly pay period is Thursday.~~

B. ~~Electronic Fund Deposit of Payroll.~~ Employees shall be required to receive payroll funds by electronic deposit. In the event of proven hardship the parties will agree on an alternate pay process.

C. ~~Electronic Pay Advice.~~ The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs. Employees that do not have access to a secure computer at their worksite to view, save, or print their pay advice may, upon request, receive a copy from their department payroll representative.

Section 11. Board Policy C-26

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

ARTICLE 67 GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. Initial Probationary Status. Each regular and seasonal employee shall be in an initial probationary status from the effective date of his or her initial employment in a position₁ in a paid status₂ until the required initial probationary period, and any extension, is completed without separation from County employment.

Computation of the initial probationary period in a paid status does not include overtime, ~~standby, on-call premium pay~~ or ~~military unpaid~~ leave of absence. A regular or temporary employee who has not completed the initial probationary period serves at the pleasure of the department/~~district~~ head and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this MOU.

Prior service shall not be used to determine successful completion of a probationary period or eligibility for any other status contingent upon continuous service with the County.

B. Length of Initial Probation. The length of the initial probationary period is twelve (12) months for all positions. Computation of the initial probationary period in a paid status does not include overtime, standby, on-call, or military leave of absence. Time off due to low census staffing at the RUHS-Medical Center shall not count against the completion of the initial probation even if the employee was absent without pay. [NOTE: Supervising Welfare Fraud Investigators must serve at least twelve (12) months initial probation after successfully completing the academy.]

- C. Extension of Initial Probation. The employing department/~~district~~ head with the approval of the Human Resources Director may extend the initial or promotional probationary period of an employee. Extensions of an initial or promotional probationary period ~~are discouraged and~~ must be approved by the Human Resources Director or ~~a~~ designee in writing at least ~~eighty (80) hours one (1) pay period~~ before the end of the existing initial or promotional probationary period. ~~Approval is made on a case-by-case basis and only for rare and extenuating circumstances.~~

The initial or promotional probationary period may be extended in three (3) month increments twice (i.e., not to exceed a total probationary extension of six (6) months) up to two (2) times. ~~A twelve (12) month initial probationary period may be extended once to fifteen (15) months or twice to eighteen (18) months.~~ If an employee changes classification by promotion, transfer or demotion during initial probation, extensions in the same increments may also be made in the class to which the employee promoted, transferred or demoted.

- D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and with approval from the department head or designee, voluntarily promotes, demotes, or transfers to another class, will serve a new one (1) year initial probationary period in a paid status regardless of any probationary period that was served in the former classification. ~~The one (1) year required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the employee in the position from which he/she voluntarily promoted, demoted, or transferred.~~

- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first twelve (12) months of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department/~~district~~ head's request, be returned to a position in the previously held classification in the former employing department/~~district~~. If the return involves a change in classification, the salary ~~step~~ shall be the same rate/step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date ~~will be re-determined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion~~ shall be the effective date of the return to the previously held classification.

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

Section 2. Non-Smoking Policy

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

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

~~The County may designate one hundred percent (100%) of its unassigned vehicle fleet as no smoking areas.~~

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

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

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

Section 32. Mileage Reimbursement

Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Adjustments to the County rate, if any, shall be made pursuant to and concurrent with the IRS rate changes.

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

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

supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

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

Section 43. Merit Systems/Veterans Preference

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

Section 54. Employment of Relatives

Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; provided, however, in no instance, shall such familial relationship occur between a County officer ~~or~~ and employee within the same chain of command or span of control. execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion or work assignments) specifically pertaining to another County employee who is related within the first degree of consanguinity whether by blood or marriage. Whether by blood or marriage shall mean Examples of such familial relationships include, but is not limited to, spouse, domestic partner, parent (by blood/marriage), guardian or foster parent, child (by blood/marriage/domestic partnership), sibling (by blood/marriage), grandparent and grandchild, husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to a position(s) which the employee is ~~eligible~~ qualified and selected to fill. ~~The promotion, transfer or voluntary demotion must be accomplished by the employee within six (6) months. Otherwise, the County shall involuntarily transfer or move to separate the employee from County employment.~~

Section 65. Payroll

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

The County agrees to meet with SEIU at mutually acceptable times and places to review payroll related problems.

~~Payroll System. The County utilizes People Soft for its payroll, accounting, and budgeting system.~~

~~Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service dates.~~

~~Leave accruals, i.e., sick leave, vacation pay, etc., requires that the employee be in a paid status for each day during the pay period to receive the full accrual for that pay period.~~

~~Some other benefits will be granted even though the employee is in a paid status for only one (1) day during the pay period, i.e., flexible credit allowance.~~

~~The start of the biweekly pay period is Thursday.~~

A. Electronic Fund Deposit of Payroll. Employees shall be required to receive payroll funds by electronic deposit or by pay card. ~~In the event of proven hardship the parties will agree on an alternate pay process.~~

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

Section 6. Driver's License. Employees who are required to possess a valid California Driver's License, shall possess the appropriate license for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor, no later than the next scheduled work day, of the restrictions and/or any and all changes in the license (i.e., suspended, etc.).

If the change restricts the employee's ability to drive and driving is an integral part of his/her normal duties, he/she shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) calendar 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 ~~D~~department/District may take disciplinary action to ~~separate employment pursuant to Article 11 this MOU.~~

ARTICLE 78
LEAVE PROVISIONS

Section 1. Sick Leave

- A. Accrual. Every regular employee ~~—except registered nurses in the RN-PB classifications—~~ shall accrue sick leave pay on a daily basis and computed at a the rate ~~of not to exceed~~ four (4) hours per pay period.
1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee based on regular hours worked.
 - ~~2.~~ A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.
 - ~~3-2.~~ Sick leave shall accrue at all times when the employee is in a paid status.
 - ~~4.~~ Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this MOU which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's health care provider's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave, but under no circumstance shall the employee receive any benefits under this MOU, resulting from being in a paid status, after the effective layoff date.
 - ~~5.~~ Sick leave may be used for absence reasonably required by complications of pregnancy (including prenatal care and pregnancy complications), childbirth or related medical condition. Sick leave may be used continuing through the period of delivery and reasonable period of recovery there from, to be determined in accordance with a written report or reports of the employee's personal physician health care provider, specifying the expected date of delivery and the date that the employee should cease work. In the event the department/district head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the

~~department/district head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician health care provider in a signed statement that she is physically able to return to work, with or without work restrictions. If the employee is released to work with restrictions, the interactive process will be conducted as required under the Americans with Disability Act/Fair Employment and Housing Act to determine if a reasonable accommodation can be made that would enable the employee to perform the essential duties functions of her position.~~

B. Proof of Illness

1. When in the judgment of the department/~~district~~ head or designee, good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the department/~~district~~ head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work. Employees will be placed on medical certification program in one year increments. Employees on a medical certification program shall have their sick leave usage reviewed at least annually. At the employee's request, sick leave usage The medical certification program shall can be reviewed at 6 months upon in the one year increment. at an Employees' request If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence. An employee shall be automatically removed from the medical certification program if their sick leave usage was not reviewed within a 12-month period.
- a. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted as a result of a serious health condition that has been qualified and designated under the applicable state and/or federal leave law(s) unless they are on a medical certification program. Employees on a medical certification program shall have their sick leave usage reviewed at least annually. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence.

- b. An employee off work or contemplating to be off work as a result of a serious health condition that has been qualified and designated under the applicable state and/or federal leave law(s) shall provide a health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with B.1 of this section.
2. An employee off work or contemplating to be off work due to illness or injury for an extended period of ~~two (2) weeks~~ five (5) consecutive working days or more shall provide a ~~comprehensive~~ health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements. An employee who is assigned to a 72-hour work schedule, and was off work or contemplating to be off work due to illness or injury for a period of three (3) consecutive working days or more, shall be required to provide a comprehensive health statement to the same effect as other employees.
- C. Reporting Requirements. In the absence of a more stringent department/~~district~~ policy, an employee reporting off work for sick leave usage shall call the employee's supervisor or designee within one (1) hour before or after the employee's scheduled starting time.
- D. Reason for Usage. ~~Sick leave may be used for the diagnosis, care or treatment of, or preventative care for, the employee. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for, an employee's family member, as defined under applicable law, and shall be permitted up to the minimum established by the law. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family, for this purpose, is defined to mean the employee's spouse, child, parent, brother, or sister (including step relatives and in laws of the same categories), domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), and child of a domestic partner. Family shall also include grandparents and/or grandchildren if the employee is the primary care giver for such.—~~
- ~~Every regular employee shall be allowed to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with subsection B(1) of this section.~~
- E. Payout for Sick Leave. Upon service retirement, disability retirement or death of an employee ~~or officer~~, and subject to the provisions of any applicable agreement

between the employing agency and the Public Employees' Retirement System, unused accumulated sick leave shall be contributed into the Voluntary Employee's Beneficiary Association ("VEBA") to be paid as listed below (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than listed in this subsection):

1. Employees with at least five (5) but less than fifteen (15) years of continuous service, at the employee's election, shall be paid at the rate of fifty percent (50%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.
2. Employees with fifteen (15) or more years of continuous service, at the employee's election, shall be paid at the rate of one hundred percent (100%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.

~~3.~~ Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

~~4.3.~~

~~4. 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 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) calendar 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.~~

~~3. Pre-Retirement Cash Out of Accumulated Sick Leave. In contemplation of service retirement or disability retirement of an employee or officer the following pre-retirement cash out option is available:~~

- a. ~~Effective Date.~~ The pre-retirement cash-out option is effective for employee retirement (as defined by the agreement between County of Riverside and CalPERS) that occurs on or after December 7, 2006.
- b. ~~Eligibility.~~ Employees are eligible for the pre-retirement cash-out option if they have five (5) or more years of County of Riverside service, and who at the time of their election are employed in a County bargaining unit whose agreement provides for the pre-retirement cash-out option.
- c. ~~Election.~~ Qualifying employees have a one time election to cash-out a portion of their accrued sick leave balances, up to the limits explained below. Such an election must be made no later than six (6) months prior to retirement (as defined by the agreement between County of Riverside and CalPERS.)
- d. ~~Sick Leave Cash Out.~~ Sick Leave balances may only be cashed out in the event of the participant's planned retirement and if the participant executes a valid election as described at (c) above.
 - (1). ~~For employees retiring with at least five (5) but less than fifteen (15) years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of fifty percent (50%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.~~
 - (2). ~~For employees retiring with fifteen (15) or more years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of one hundred percent (100%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.~~
- e. ~~Refund Requirement.~~ Employees who elect a pre-retirement cash-out of accumulated sick leave under this option, but who do not subsequently retire (as defined by the agreement between County of Riverside and CalPERS) shall repay to the County of Riverside any amount of cashed-out sick leave. If such payment is not made in a lump sum within two (2) weeks of when the repayment becomes due then it is agreed that the remaining amount due shall be made by way of payroll deduction. Such employees are permitted to again make a valid cash-out election no later than six (6) months prior to retirement.

- ~~f. Forfeiture. Unused accumulated sick leave balances are forfeited in the event a participant terminates employment for any reason other than retirement.~~
- ~~g. Reduction. The value of the participant's unused sick leave will be reduced by the balance of any amount owed by the participant to the County of Riverside.~~

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.

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.

- B. Effective February 10, 2022, 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.

Section 32. Bereavement Leave

The County agrees to allow up to five (5) working days of leave, three (3) of which will be County paid and the additional two (2) days to be deducted from the employees' sick leave. Eligible employees must be in an ~~active payroll~~ paid status and be compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister,

spouse, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child, child of a domestic partner, grandparent, grandchild, ~~or step-relationships of the same categories,~~ legally authorized guardian or foster parent. The County has the right to require proper documentation in support of the requested leave.

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

Section 34. Fitness for Duty

A department/district head, or a designee, may when in their judgment good cause exists, order an employee off work until such time as the employee is able to present the department/district head, or a designee, a physician's certificate, stating that the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.

When the department/district head, or a designee, orders an employee off work, the employee shall be referred to a County approved physicians or health care professionals legally authorized to provide the appropriate specialized health care. If the employee is uncomfortable with the selected physician or health care professional the County will provide an alternative physician or health care professional.

The cost of the above mentioned medical services shall be paid by the County and the employee shall be placed on paid Administrative Leave for that period of time between his/her placement on leave and the County's receipt the physician's findings.

Section 54. ~~Agency/Department/District~~ Leave of Absence/Official Leave of Absence

An ~~agency/department/district~~ leave of absence or an official leave of absence without pay may be granted for the following reasons:

- A. Illness or disability ~~when sick leave has been exhausted;~~
- B. Pregnancy;
- C. To take a course of study which will increase the employee's usefulness on return to the County; or
- D. Personal reasons acceptable to the authority whose approval is required ~~;-~~
 - 1. ~~Agency/Department/District~~ Leave of Absence-~~Agency/d~~ Department/~~district~~ leave of absence up to four hundred eighty (480) hours ~~within any one (1) calendar year~~ twelve (12) month period may be granted to any employee by the ~~agency/department/district~~ head. Such leave shall be reported as leave of absence via the ~~agency/department's/district's~~

payroll. The ~~agency/department/district~~ head may require the leave of absence to be for a specified period of time and appropriate conditions may be imposed in accordance with applicable leave laws, such as providing sufficient medical documentation or other evidence substantiating the leave ~~as required by the agency/department/district head~~.

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

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

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

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

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending ~~physician~~

~~health care provider releasing the employee to full duty,~~ prior to being allowed to return to work. Any release with restrictions may be allowed after it has been determined that an employee is able to perform the essential functions of their position, either with or without reasonable to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, the Fair Employment and Housing Act, a County designed temporary modified duty assignment, and/or the County return to work program.

The Human Resources Director or designee shall be promptly notified of the return of any employee from an official leave of absence. ~~The Board of Supervisors shall have the right to cancel or revoke a leave of absence previously granted.~~

Section 5. ~~Military Leave~~

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

~~Employees who were called to active duty after the September 11, 2001, terrorist attack on the United States, who serve at a time when any armed forces of the United States are in combat or are preparing for combat that appears imminent, and who are eligible at the time of call up to receive the thirty (30) calendar days pay in accordance with the Military and Veterans Code (full regular County pay for thirty (30) days), shall be eligible for supplemental salary continuance as approved by the Board of Supervisors; including the extension of such benefits related to service in Iraq. This includes reservists who serve outside the United States in the war on terrorism, those who secure the U.S. homeland, and National Guard members who are called to active duty by the Governor of California in a time of emergency.~~

Section 6. Jury Duty

~~Any employee who shall be summoned for attendance to any court for jury duty during the employee's normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury. Any employee who shall be called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if County transportation is used. Any employee designated non-exempt from FLSA absent as a witness in a private matter shall not be entitled to be paid during such absence.~~

A. An employee who is called for jury duty shall be compensated at the base rate of pay (as though he/she was working) for those hours of absence due to the jury duty that occurs during the employee's regular scheduled working hours.

B. If an employee is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible.

including a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.

- C. An employee on jury duty must return to work after the jury service is done for the day. The employee may call in to his/her supervisor and ask to use leave to cover the rest of his/her shift.
- D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
- E. An employee who is scheduled for an evening or night shift on a day he/she is called to jury service will be authorized to request a change in his/her work hours in order to report to jury service under this section.
- F. An employee who is called to jury duty will not be subject to working his/her full evening or night shift if there is not a minimum of eight (8) hours before or after assigned jury duty. If there is less than eight (8) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave his/her shift early to allow for a minimum break of eight (8) hours. If there is less than eight (8) hours between the end of the jury duty and the start of their shift, an employee will be able to delay his/her usual start time to ensure an eight (8) hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued leave subject to supervisor approval.
- G. Any employee called as a witness arising out of or in the course of County employment shall be deemed to be on duty and there shall be no loss of base salary.
- H. Employees who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, the employee may use leave accruals other than sick leave for such an absence.

Section 7. — Air Pollution Emergency —

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

Section 87. Abandonment/Automatic Resignation

- A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written ~~agency/departement/district~~ notification does

not respond to the ~~agency/department/district~~ and/or does not provide a satisfactory explanation for the absence; and for the employee's failure to obtain an approved leave. The notification to the employee must be in writing prior to the department/~~district~~ finalizing the resignation and must contain an opportunity within three (3) working-business days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers.

B. An employee may, within ten (10) calendar-business days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, the employee may file a further appeal with the Human Resources Director, or designee, within ten (10) working-business days from service of the denial of reinstatement. Reinstatement may be granted only if the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and the neutral finds that the employee is ready, able, and willing to resume the discharge of the duties of the position.

1. Appeals shall be heard by a mutually agreed upon third party neutral (herein referred to as a neutral). The neutral's decision may be verbal or in writing. The decision of the neutral shall be binding on both parties, neither of which shall have the right of further appeal.
2. Only the employee and one (1) ~~non-attorney~~ representative and the department/~~district~~ head or a designee and the Human Resources Director or ~~a non-attorney~~ designee shall take part in the presentation of any appeal. ~~unless the employee is an attorney, who may also have a non-attorney representative. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.~~
3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the ~~impartial-party neutral~~. The neutral may consult with witnesses informally and otherwise investigate the controversy.
4. The judgment of the neutral shall be rendered within five (5) working-business days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.

5. The neutral's authority shall be limited to deciding the issues submitted by the parties. The neutral shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.
6. All costs for the service of the neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne by the County and SEIU. SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by SEIU at the hearing.~~A SEIU member who elects not to be represented by SEIU at the hearing shall provide to the Human Resources Director, or designee, an advance deposit of \$250 per half day of hearing, prior to the hearing being scheduled.~~

ARTICLE 89 VACATION

Section 1. Vacation

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

Zero (0) through ~~the third year three (3) years~~ in a payroll-paid status; ~~up to~~ eighty (80) hours per year~~(ten (10) days)~~;

Years ~~four (4)~~ through ~~the ninth year nine (9)~~ in a payroll-paid status; ~~up to~~ one hundred twenty (120) hours per year~~(fifteen (15) days)~~;

Years ~~ten (10)~~ or more in a paid status; up to one hundred sixty (160) hours per year~~(twenty (20) days)~~.

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than the maximum applicable to the current vacation accrual rate, and may be taken only at a time or times agreeable to the department/~~district~~ head or designee. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ~~ever~~ be taken for a period exceeding the maximum accumulated hours accrued at the time the request; vacation leave is taken.

All employees covered under the terms of this MOU may accumulate accrued vacation for not more than a maximum of four hundred eighty (480) hours.

~~Upon the written request of a department/district head showing reasonable necessity and good cause, submitted prior to the accumulation of the maximum vacation entitlement, the Board of Supervisors may by order temporarily enlarge~~

~~for a specific employee the maximum accumulation, by extending the period of additional vacation accrual for not more than three (3) months, unless a different period shall be specified in the order.~~

~~B. —~~ Vacation Pay Upon Termination. Any ~~person~~ employee whose separates employment ~~is terminated~~ shall be entitled to pay for all earned vacation at the employee's base rate of pay as determined under the provisions of this MOU. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination separation. ~~While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.~~

~~B. —~~

~~C. —~~

~~D. —~~ Exclusions. Seasonal ~~and temporary~~ employees shall not be entitled to paid vacation.

~~E.C. —~~

~~F.D. —~~ Additional Compensation. No person shall be permitted to work for compensation for the County during vacation, except with prior approval of the ~~Board of Supervisors~~ Human Resources Director and the department/district head. For purposes of this Section, the period of vacation will commence when the first use of vacation leave starts until the time the employee actually reports to work a regular shift.

~~E. —~~ Part-Time Employees. A regular part-time employee shall accrue vacation in the same ~~proportion that working hours bear to the normal working hours of a full time position. The same proportion shall apply in determining payment of earned vacation on termination manner as a full-time employee based on actual hours worked.~~

~~G. —~~

~~H. —~~

Prior County Service. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this MOU may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the ~~Board of Supervisors.~~ Human Resources Director.

~~F. —~~

ARTICLE 910
HOLIDAYS

Section 1. Paid Holidays

A. County Holidays

January 1, New Year's Day
Third Monday in January, Martin Luther King, Jr.
February 12, Lincoln's Birthday
Third Monday in February, Washington's Birthday
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Columbus Day
November 11, Veterans' Day
Fourth Thursday in November, Thanksgiving Day (unless otherwise appointed)
Friday following Thanksgiving
December 24 and 31 when they fall on Monday
December 25, Christmas Day
December 26 and January 2, when they fall on a Friday

~~Friday preceding January 1, February 12, July 4, November 11 or December 25, in lieu of that date when such date falls on Saturday; the Monday following in lieu of that date when such date falls on a Sunday. Any holiday that falls on a Saturday shall be taken on the preceding Friday in lieu of that date and any holiday that falls on a Sunday shall be taken on the following Monday in lieu of that date.~~

B. Qualifying Factors

1. Only regular, probationary, and seasonal employees in a current paid status shall be eligible for paid holidays.
2. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
3. An employee who is terminating employment for reasons other than paid County retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
4. An employee who is ~~on a leave of absence without pay in an unpaid status~~ for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

C. Payment for the Holiday

1. Working the Holiday. Regular or seasonal full-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their ~~regular-base hourly~~ rate of pay for the time actually worked. In addition, such employee shall have a choice of:

- a. Banking ~~compensatory~~ holiday time ~~off~~ - not to exceed eight (8) hours - for such holiday or;
- b. Being paid at his/her ~~regular-base hourly~~ rate of pay – not to exceed eight (8) hours pay - for the holiday.

2. Not Working the Holiday. A ~~full-time-regular~~ employee whose regularly scheduled day off falls on a paid holiday and who does not actually work on the holiday shall have a choice of:

- a. Banking ~~compensatory~~ holiday time ~~off~~ equal to the regularly scheduled workday - not to exceed eight (8) hours - for such holiday or;
- b. Being paid at his/her ~~regular-base hourly~~ rate of pay equal to the regularly scheduled workday – not to exceed eight (8) hours pay - for the holiday.

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

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

~~4. Limitations. A registered nurse in the RN-PB classifications shall not be entitled to any holiday pay – whether he/she works the holiday or not. However, he/she will be paid at his/her regular rate for the time he/she actually works on the holiday.~~

~~5.4.~~ Scheduling Banked Holiday ~~Compensatory~~ Time Off. Holiday ~~Compensatory Time Off banked time off~~ shall be scheduled in the same manner as regular Compensatory Time Off and shall be granted within a reasonable time following the request.

~~6.5.~~ Special Provisions. Notwithstanding the above, any employee in the class of Sheriff's Communication Supervisor, Senior Sheriff's 911 Communications Officer or Senior Public Safety Communications Officer whose regularly scheduled working day falls on a paid holiday, and who actually works on that holiday, shall be entitled to not more than twelve (12) hours of compensation at the rate of one and one-half (1-½) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked. Accumulated holiday credit earned at the expiration of each prescribed pay period, upon election of the employee may be accumulated to their accumulated holiday credit or be paid to the employee by County Warrant.

~~7.6.~~ Double Time for Holidays. Any ~~Children—~~ Social Services—~~Worker Practitioner (assigned to Children's Services), Children—~~ Social Services Supervisor—~~II (assigned to Children's Services),~~ and Social Services Assistant who is in on-call status on a holiday, as defined in the MOU between the parties, and who is called in to work on such holiday shall be paid two times (2X) his/her ~~regular base hourly~~ rate of pay for all hours worked on that holiday irrespective of whether such hours worked would be considered overtime under any other provision of the MOU.

ARTICLE ~~4011~~

REIMBURSEMENT PROGRAMS

Section 1. Living Quarters, Meals, or Laundry Service—

Rates for maintenance, including living quarters, meals, or laundry service, furnished by the County to any ~~officer or~~ employee, shall be fixed by a resolution of the Board of Supervisors from time to time. Payment therefore shall be made by a deduction from compensation, or by performance of additional services, as may be determined by the Board of Supervisors. No person shall receive maintenance at any institution unless on duty at such institution.

Section 2. Meals—

No charge for meals shall be made where the same are furnished for the convenience of the County, such as for employees at County institutions who are required by the nature of their duties to take their meals in connection with such employment, and cooks and kitchen helpers when working an eight (8) hour shift for the convenience of the County

shall be furnished one (1) meal without charge in every department, district or institution of the County where kitchen facilities are maintained and meals regularly prepared. No person shall receive maintenance at any institution unless on duty at such institution.

Section 3. General Provisions

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

Section 4. Moving Expenses-Current Employees

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

Section 5. Education for Continued Licensing

A. Tuition and/or Registration Fees

1. ~~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.

- ~~3. 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.)~~
- ~~4. 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.~~
- ~~5.4. 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.~~
- ~~6.5. The granting or denial of education time shall be at the discretion of the employee's appointing authority department head or designee based on the operational needs of the department and reasonableness of the 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.~~
- ~~7.6. 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.~~
- ~~8.7. 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 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.

C. 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 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.

~~B.~~

~~A.D.~~ Registered Nurses. R.N.'s License renewal date shall be used to commence the time period of two (2) fiscal years for the Education for Continued License hours allowed under this MOU.

~~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.~~

~~Mandatory critical care course hours required in the Health Services Agency (HSA) shall not be deducted from an R.N.'s hours in education for continued licensing under this MOU.~~ The County shall pay the cost of mandatory critical care courses offered by ~~the HSARUHS~~. Courses offered outside of ~~the HSA-RUHS~~ must receive prior approval of ~~the HSA-RUHS~~ in order to be paid.

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

~~Physician Assistant I, II, and III, and Physician Assistants—Adult Detention 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.~~

~~Mandatory critical care course hours required in the Health Services Agency (HSA) shall not be deducted from Physician Assistant I, II, and III, and Physician Assistants—Adult Detention hours in education for continued licensing under this MOU.~~ The County shall pay the cost of mandatory courses offered by the ~~HSA~~ RUHS. Courses offered outside of the HSA-RUHS must receive prior approval of the HSA-RUHS in order to be paid.

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

~~Section 6. Reimbursement for Employee Training – Board Policy C-7 (Professional Unit)~~

~~It shall be the policy of the Board of Supervisors that an employee may be reimbursed the actual cost of tuition or registration fees upon successful completion of a course offered by an institution of higher learning, training facility, or following attendance of a workshop, seminar or institute, providing that such training is designed to improve the employee's effectiveness in performing his or her assigned duties.~~

~~Subject to the availability of funds, reimbursement for such training may be authorized as follows:~~

~~A. By the department/district head~~

- ~~1. When the tuition or registration fee is five hundred dollars (\$500.00) or less.~~
- ~~2. When the cost of training, in any amount, is reimbursed from funds administered by State or Federal agencies.~~

~~B. By the Human Resources Department and Administrative Office~~

- ~~1. When the tuition or registered fee is more than five hundred dollars (\$500.00) (for all training except referred to in A (2) above).~~
- ~~2. Such approval shall be obtained prior to the commencement of the training.~~

~~Reimbursement for travel expenses associated with employee training shall be authorized in accordance with Division 3 of the County's Code of Administrative Regulations.~~

Section ~~76~~. ~~Registered~~ Environmental Health Specialists (~~REHS~~)

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

REHS State Application Fee
REHS Transcript Review Fee

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

REHS State Exam Fee

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

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

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

The employee agrees that by accepting the reimbursement he/she is subject to the repayment obligation outlined above, ~~and authorizes the County to deduct from his/her final pay any repayment amount owing pursuant to this subsection.~~

ARTICLE ~~11~~12
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Applicability

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

Section 2. Just Cause

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

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

for disciplinary reasons. Employees may not use leave accruals to make whole or reduce any loss in compensation while serving disciplinary action.

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department/~~district~~ in which the employee is employed;
- G. Absence without leave;
- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department/~~district~~ in which they are employed;
- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department/~~district~~. The department/district shall prescribe procedures to insure that employees affected by the requirements are informed of them;
- O. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy; and,

P. Violation of the County Anti-Violence in the Workplace Policy.

Section 3. Suspension

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

Section 4. Reduction in Compensation

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

Section 5. Process of Review

By resolution, the Board of Supervisors shall provide a procedure whereby the involuntary dismissal, demotion, reduction in compensation, or suspension of an employee, shall at the employee's request, be reviewed to determine whether such action was justified and should be upheld. The procedure shall include the right, after notice, to a hearing before a designated body or officer having power to affirm, revoke or modify the action reviewed.

ARTICLE 4213 DISCIPLINARY APPEAL PROCEDURE

Section 1. General

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

- A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or written reprimand in lieu of suspension (FLSA exempt employees only which shall for all purposes have the effect of the equivalent suspension) imposed for disciplinary reasons, directly affects the wages, hours, or working conditions of a permanent employee.
- B. Unless otherwise specified, as used in this procedure, "department/~~district~~ head" includes the department/~~district~~ head or designee. ~~a designated subordinate.~~

B. Department/~~district~~, for purpose of this procedure, shall be defined as an agency, department, or district of the County which is set out in a separate section of Salary Ordinance No. 440.

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

Section 2. ~~Involuntary Leave of Absence~~ Paid Administrative Leave

Pending investigation by the department/~~district~~ head of an accusation or accusations against an employee alleging employee misconduct, covered under Article ~~44-12~~ of this MOU, the department/~~district~~ head, with approval by the Human Resources Director, may place the employee on a leave of absence a paid administrative leave for a period of time not to exceed ~~fifteen (15) working~~ sixty (60) calendar days with pay.

If the investigation is not completed within the ~~fifteen (15)~~ sixty (60) calendar days referenced above, the ~~leave of absence paid administrative leave~~ may be extended to a combined maximum of ninety (90) calendar days with approval by the Human Resources Director. In such cases, and except for good cause as determined by the Human Resources Director, the department/~~district~~ head will notify the employee in writing as to what specific allegations are being investigated. The Union will also be notified as to the extension only. Additional paid leave may be granted subject to the approval of the Human Resources Director. In the event the Human Resources Director does not approve the request for additional paid leave, the employee shall be returned to duty pending the completion of the investigation and the imposition of any disciplinary action provided, however, the department/~~district~~ head may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County's best interest. Except for investigations of employment related issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

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

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

Section 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 and delivered to the Human Resources Director or designee~~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.

Section 43. Notice of Disciplinary Action

- A. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as previously provided, at least seven (7) ~~working-business~~ days prior to the effective date of the action and shall include:

1. A description of the action(s) to be taken and the expected effective date(s);
2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
4. A statement informing the employee of the right to respond either verbally or in writing, to the department/~~district~~ head prior to the effective date of the disciplinary action(s).

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

1. A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent; and
2. A statement informing the employee of the right to appeal within ten (10) ~~working-business~~ days of the date the letter is served on the employee.

Section 45. Amended Notice of Disciplinary Action

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

Section 56. Appeals

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

- A. Be accompanied by a copy of intent and final decision notice of disciplinary action served on the employee;

B. A brief statement of the facts and reasons for the appeal; and

C. A brief statement of the relief requested.

Section 67. Waiver

If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived. Further, after an appeal is filed if the employee, or his/her representative, fails to take the next step to advance the appeal at any point in the process for ninety (90) calendar days the appeal is deemed to be withdrawn and the right to review is waived.

Section 87. Hearing Procedure - Minor Discipline

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

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

5. The judgment of the ~~neutral~~ arbitrator shall be rendered within five (5) ~~working-business~~ days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
6. The ~~neutral's arbitrator's~~ authority shall be limited to deciding the issues submitted by the parties. The ~~neutral~~ arbitrator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.
7. All costs for the service of the ~~neutral~~ arbitrator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and SEIU. SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by SEIU at the hearing. A SEIU member who elects not to be represented by SEIU at the hearing shall provide to the Human Resource Director, or designee, an advance deposit of two hundred fifty dollars (\$250) per half day of hearing, prior to the hearing being scheduled.

Section 98. Hearing Procedure - Major Discipline

- A. Appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary shall be heard by a neutral.
- B. The parties shall maintain a jointly negotiated list of no fewer than seven (7) nor more than up to eleven (11) ~~neutrals arbitrators~~ who shall be selected by the striking method. The only remaining name after the striking process shall serve as the ~~neutral~~ arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the ~~neutral~~ arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the ~~neutral~~ arbitrator. As soon as possible, a representative from SEIU and the County shall meet to establish the list of up to eleven (11) ~~neutrals arbitrators~~.
- C. The hearing shall be set by the Human Resources Director, or designee, and employee representative, or employee, within a reasonable period based on the ~~neutral's arbitrator's~~ availability and other scheduling factors.
- D. The employee and the department/~~district~~ head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee may be represented only by the exclusive employee organization.

- E. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the department/~~district~~ head, or the ~~neutral arbitrator~~, provided reasonable notice is given the department/~~district~~ employing the officer or employee. The Human Resources Director, or designee, shall arrange for the production of any relevant County record. The ~~neutral arbitrator~~ is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the department/~~district~~ head may, at their own expense, provide a reporter for the hearing.
- G. The expenses of the ~~neutral arbitrator~~ and transcripts, if required, shall be shared equally by the County and SEIU. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.
- H. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. Within twenty-one (21) business days following the submission of the appeal, the ~~neutral arbitrator~~ shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the ~~neutral arbitrator~~ shall be final subject to the right of either party to seek judicial review under Section 1280 et. seq. of the California Code of Civil Procedure.
1. The ~~neutral arbitrator~~ shall confine the decision to issues raised by the statement of charges and responses. The ~~neutral arbitrator~~ shall act in judicial, not legislative manners. The ~~neutral arbitrator~~ shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the MOU but, rather, shall interpret and apply its terms.
 2. The ~~neutral arbitrator~~ will not substitute his/her discretion and judgment for that of management for sustained charges unless the neutral finds that discrimination, unfairness, capriciousness, or arbitrary action by the County is proven.
 3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the ~~neutral's arbitrator's~~ decision. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.

4. In the case of discharges, if the ~~neutral arbitrator~~ finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the ~~neutral arbitrator~~.
5. If the ~~neutral arbitrator~~ finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
6. The County/~~District~~ shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.
7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.
8. The ~~neutral arbitrator~~ shall render findings sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise a reviewing court of the basis for the ~~neutral's arbitrator's~~ decision. If the ~~neutral arbitrator~~ fails to do so either party may request in writing within thirty (30) business days of the issuance of the decision that the ~~neutral arbitrator~~ render such findings.

Section 910. Evidence and Procedures Applicable to All Hearings

- A. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.~~aA~~. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.
- C. Irrelevant and unduly repetitious evidence shall be excluded.

- D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, ~~non-attorney~~ advocates, Management or employees of County departments/~~districts~~ involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- E. Oral evidence shall be taken only on oath or affirmation. Any written statements, declarations, or affidavits admitted as evidence shall be made or sworn under penalty of perjury.
- F. Employees not testifying in their behalf may be called and examined as on cross-examination.
- G. The employee and the ~~D~~department/~~District H~~head shall have these rights:
1. To call and examine witnesses;
 2. To introduce exhibits;
 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 4. To impeach any witness regardless of which party first called the witness to testify; and
 5. To rebut any derogatory evidence.
- H. The hearing shall be a private proceeding among the County, the employee and the employee organization.
- I. The intention of the parties is that appeals or arbitration hearings be adjudicated as efficiently and economically as possible. Historically the parties have found that the use of legal counsel in the appeal/arbitration process can result in excessive delays, longer hearings, and increased costs. The parties to an appeal hearing or an arbitration hearing hereby commit to instructing their legal counsel to conform to the intention of this ~~MOU~~Memorandum and to take all necessary steps to expedite the appeal/arbitration hearing and minimize the cost of the hearing.

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

1. the simplification of the issues,

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

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

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

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

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

ARTICLE 14
APPEAL PROCESS FOR NON-DISCIPLINARY RELEASE

This Article shall only apply to an employee who has been separated from employment by the County for non-disciplinary reasons and whose right to collect a disability retirement from CalPERS has not vested.

Section 1. Notice of Action

A. Written notice of the intent to separate for non-disciplinary reasons shall be served on the affected employee at least seven (7) business days prior to the effective date of the action and the notice shall include:

1. A description of the action to be taken and the expected effective date;
2. A clear and concise statement of the specific grounds and particular facts upon which the action is based;
3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
4. A statement informing the employee of the right to respond either verbally or in writing, to the department head prior to the effective date of the separation.

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

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

Section 2. Appeals

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

An appeal shall include:

A. A copy of the notice of intent and the notice of separation served on the employee;

B. A brief statement of the facts and reasons for the appeal; and

C. A brief statement of the relief requested.

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

Section 3. Waiver

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

Section 4. Appeal Procedure

A. The parties shall maintain a jointly negotiated list of up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.

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

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

D. It shall be the duty of a County employee to attend a hearing and testify upon the written request of the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the employee. The arbitrator is authorized to issue subpoenas.

- E. All appeal hearings under this Section shall be reported by a stenographic reporter.
- F. The expenses of the hearing, including but not limited to, the costs of the arbitrator and transcripts shall be shared equally by the County and the Union. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness during the employee's regular working hours shall be released from work without loss of compensation or other benefits to attend the hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.
- G. In the event an employee is not represented by the Union, the cost of the hearing shall be shared equally by the Union and the County. SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by SEIU at the hearing.
- H. Any expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or cancelling party.
- I. Within twenty-one (21) business days following the hearing of the appeal, or as soon thereafter as practicable, the arbitrator shall submit written findings of fact, conclusions of law and the decision to the parties.
1. The arbitrator shall confine the decision to whether, based upon the evidence at the time the County separated the employee, the employee was medically or psychologically incapacitated from performing the essential functions of his/her position for a permanent or uncertain duration. The arbitrator shall not substitute their opinion for that of the health care provider.
 2. The arbitrator's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee received since the date of discharge. The employee shall supply records of such employment earnings when requested.
- J. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely upon in the conduct of serious affairs. Irrelevant and unduly repetitious evidence shall be excluded.
- K. Hearsay evidence shall be admitted and used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support separation from employment unless it is the type of hearsay admissible over objection in a civil action.

- L. Medical records may be submitted and relied upon without the requirement that the health care provider testify to authenticate those records. This does not preclude either party from calling health care providers to testify in support of whether the employee is fit or unfit to perform the essential functions of the position.
- M. The rules of privilege shall apply to the same extent to which they are recognized in a civil action. In addition, communications between the Human Resources Department and advocates, or representatives of the department involved in the arbitration, and communications between the Union representative and the employee shall be confidential and not subject to disclosure in a hearing.
- N. Oral evidence shall be taken only on oath or affirmation.
- O. Employees not testifying on rebuttal may be called and examined on cross examination.
- P. The employee and the department head or designee shall have these rights:
1. To call and examine witnesses;
 2. To introduce evidence;
 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 4. To impeach any witness regardless of which party first called the witness to testify; and
 5. To rebut any derogatory evidence.
- Q. The hearing shall be a private proceeding among the County's representative, the employee and the employee's representative.
- R. The decision of the arbitrator shall be an advisory decision upon the parties. However, each party shall be entitled to petition the Superior Court to confirm, correct or vacate the award as provided for by C.C.P. § 1285 et. seq. and within the time requirements set forth in C.C.P. § 1288.

ARTICLE ~~13~~15
GRIEVANCE PROCEDURE

Section 1. Discussion of Request or Complaint

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

Section 2. Grievance Definition

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;
 - ~~Termination under the Agency Shop provision of this MOU;~~
 - 6. Appeals to the Accident Review Committee;
 - 7. Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;
 - 8. 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 ~~F~~rom 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 ~~(4)~~ 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 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 supervisor is entitled to have the presence of one observer during the discussion.~~
- 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) ~~working-business~~ days following

the date the ~~D~~department/~~District H~~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) ~~working-business~~ days of the submission of the request for review. No later than ten (10) ~~working-business~~ days thereafter, the Human Resources Director, or a designee, shall render a written decision.

- D. Step 3. Failing to resolve the grievance at Step 2, the ~~grievant-Union~~ shall submit a written request for arbitration to the Human Resources Director, or designee, within ten (10) ~~working-business~~ 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 greivances first filed with the Human Resources Department before or after the term of this MOU shall 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 filed 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.~~

E-F. ~~In the case of advisory arbitration, T~~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.
- C. At the beginning of the arbitration proceeding, if the County disputes that the

grievance is arbitrable, the issue of arbitrability shall first be decided by the arbitrator as a threshold issue. If 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 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) ~~working-business~~ 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 14~~
ANTI-STRIKE CLAUSE

It is hereby agreed that the Union (~~SEIU~~) shall not take part in, nor call, sanction, foster, nor support any strike (including sympathy strike), work stoppage, slow-down, sick-~~out~~, nor interference with the County's operation during the term of this MOU.

Should a strike (including sympathy strike), sick-~~out~~, picketing, boycott or any other interruption of work occur, the County shall notify the Union (~~SEIU~~) of the existence of such activity and the Union will take all reasonable steps to terminate such activity and induce the employees to return to work.

~~ARTICLE 15~~
ON-THE-JOB INJURY OR ILLNESS

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

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

In the event of substantial doubt whether temporary disability payments are payable under the Workers' Compensation Law for the disability, or doubt as to the extent thereof, payment on account of sick leave shall be withheld, except to the extent authorized by this section, until the issue is determined either by assumption of liability by the compensation insurance carrier or by adjudication of liability. In the event of substantial doubt whether the disability is compensable pursuant to Section 4850 of the Labor Code, payment of salary shall be withheld, except as to so much thereof as shall be equal to the

value of accrued sick leave, vacation and compensatory time off for overtime, until the issue shall be adjudicated.

ARTICLE ~~16~~18
LAYOFF AND REINSTATEMENT

Section 1. Seniority

A. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire. Time off due to low census staffing at the RUHS-Medical Center shall not count against an employee's length of continuous service with the County, in a regular position, even if the employee was absent without pay.

B. Definition of Department. For purposes of this ~~procedure provision~~, department shall be defined as: ~~the smallest business unit of the~~

1. A unit of administrative staff directly supporting the umbrella agency (e.g., Transportation Land Management Agency, Riverside University Health System, etc.).

2. A department within an umbrella agency; or

3. A department; or

4. A district of the County; or

5. A County Service Area.

~~which is set out in the April 8, 1998, side letter to this MOU including any subsequent amendments thereto.~~

~~B-C.~~ Whenever more than one (1) employee in a department/district has the same most recent date of hire, seniority shall be determined in the following order: regular ~~H~~hours of County service from the most recent date of hire, seniority in classification, and seniority in the department, ~~district or agency.~~

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

Section 2. Reduction in Force

A. When it becomes necessary to reduce the work force in a department/district, the department/district head shall designate the job classification(s) to be affected, and

the number of employees to be eliminated within the department/district. No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department/district. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.

- B. Any reduction in the number of regular employees holding a job classification designated by a department/district head for layoff shall be made in the following order of employment status:
 - 1. Temporary promotion employees (return to former class);
 - 2. Probationary new employees;
 - 3. Probationary transfer employees, probationary promotional employees, and regular employees.
- C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department, subject to the approval of the Human Resources Director. Employees laid off out of seniority shall be given written notice of this action.
- D. After consultation with the Human Resources Director or a designee, the department/district head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least fourteen (14) days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice twenty-four (24) hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:
 - 1. The reason for layoff;
 - 2. The effective date of the action;
 - 3. If laid off out of seniority.
- E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the department/district, and was not removed there from for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department/district to such other

classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven (7) days of written notification of layoff by personal delivery or mailing of a certified letter.

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

F. SEIU will be provided a copy of the final layoff list.

Section 3. Reassignment

A. An employee not expected to be laid off may in lieu of reassignment elect to be laid off and be placed on the Departmental Reinstatement List if both of the following conditions exist:

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

B. An employee who chooses to be laid off and have their name placed on the Departmental Reinstatement List under this section shall notify the department in writing of the decision at least three (3) ~~working-business~~ days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective. An employee who selects this option shall be placed on the Priority Referral List.

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

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

- A. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred first to any department/district requesting a recruitment for classifications from which the employees were laid off.
- B. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred first to departments/districts requesting recruitments for all other classifications within SEIU bargaining units.

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

Section 5. Departmental Reinstatement List

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

4. Placement on the salary ~~range-plan/grade~~ at a ~~step-rate~~ which is nearest former or current pay rate, whichever is higher, with the employee's hours ~~in a step at that rate~~ being the same number of hours which the employee had at the time of layoff.
5. Continuation of all previous retirement benefits as allowed by CalPERS regulations, including but not limited to, the retirement calculation (i.e. single highest year or three (3) highest year average), compensation formula (i.e. 3% @ 60 or 2% @ 60), rate of EPMC pick-up required from employee, and survivor allowances as allowed pursuant to CalPERS regulations.

Section 6. Re-employment

- A. Status on Re-employment. Re-employment is defined as being employed within two (2) years following layoff by the same or other department/~~district~~ into a regular position, ~~only while on the reinstatement list~~, other than that from which the employee had reinstatement rights ~~to~~. If re-employed, ~~while the employee's name is current on any reinstatement list~~, the employee shall be entitled to:
 1. Restoration of all sick leave hours credited to the employee's account on the date of layoff.
 2. Continuation of seniority shall be credited to the employee upon successful completion of the applicable probationary period.
 3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
 4. Continuation of all previous retirement benefits as allowed by CalPERS regulations, including but not limited to, the retirement calculation (i.e. single highest year or three (3) highest year average), compensation formula (i.e. 3% @ 60 or 2% @ 60), rate of EPMC pick-up required from employee, and survivor allowances as allowed pursuant to CalPERS regulations.
- B. Priority Consideration for Re-Employment. Vacant regular positions in SEIU represented classifications that a Department elects to fill shall be offered first to SEIU represented persons, by seniority, who have been permanently laid-off from another SEIU represented classification for a period not exceeding two (2) years from the date of their initial lay-off provided that such person has the ability, qualifications, experience, availability and satisfactory work performance to fulfill the requirements of the position. If the Department Head or designate does not select a candidate that has been laid off from an SEIU classification, upon request, they shall provide justification, in writing, to the Human Resources Department as to the reasons for that decision. It is understood and agreed that the matter of

determining the ability, qualifications, experience, availability and satisfactory work performance shall be made by the Department Head or designate responsible for the hiring decision and that the Human Resource Department official may also perform such an assessment. It is further understood that any assessment of an individual's ability, qualifications, experience, availability and satisfactory work performance will be measured against the posting requirements for the position. The County agrees to maintain a seniority list of laid-off SEIU members who are entitled to be considered for re-employment under this provision. SEIU members must make themselves available within seven (7) calendar days following the date they are notified.

Section 7. Temporary Recall

Departments/~~Districts~~ may elect to recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than thirty (30) days and not to exceed four hundred eighty (480) full-time hours within a six (6) month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond four hundred eighty (480) full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits as defined under ~~Section 5.D. (4) of~~ this Article.

Section 8. Reporting

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

ARTICLE ~~17~~19 DRESS CODES AND UNIFORMS-ALLOWANCES

~~The Union shall have the right to bring up Dress Codes and Uniform Allowances to the Labor Management committee or Department/District Head as issues arise. Effective the signing of this Agreement, an employee must be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of this Article.~~

~~Dress codes and uniform allowances that were in effect as of July 1, 2009, shall continue in effect for the term of this MOU unless otherwise negotiated. The County agrees to provide the Union with copies of all existing dress codes.~~

During the term of this MOU, the parties agree to meet and confer in good faith pursuant to Government Code 3500 et. seq. on proposed dress codes and uniform allowances for County departments/~~districts~~ where no such codes or allowances currently exist or for County departments/~~districts~~ seeking to modify existing codes or allowances.

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

Employees in a department that requires a specific uniform standard, such as the Sheriff or Fire Departments, shall not be allowed to wear union-affiliated ID badge holders, lanyards, wristbands, lapel pins, and/or buttons ~~(not to exceed two (2) inches in diameter)~~ on their uniforms.

Section 1. Department of Mental Health Dress Code

~~A. Purpose: The appearance of all employees is important to the operation and effectiveness of the Department of Mental Health. A well groomed and professional appearance helps create favorable impressions, whereas inappropriate appearance distracts our clients and visitors or fellow employees.~~

~~B. Policy:~~

~~In keeping with the health service nature of the Department of Mental Health, guidelines of personal apparel and appearance have been established to promote comfortable client care, reduce safety concerns, and promote good public relations. The guidelines are not for the purpose of infringing upon the personal rights of employees.~~

~~The supervisors and managers may determine the appropriateness of business dress and the standards of this policy.~~

~~Department management may approve a different dress code for specific Mental Health programs, based on the work to be done, and the nature of client care activities.~~

~~C. Specific Guidelines: Male and female attire and grooming shall be neat, clean, modest, conservative, free from offending odors, and shall meet the highest professional standard of good taste. Business attire is to be commensurate with the assigned tasks and is not to be provocative in style, design, fit or fabric.~~

~~1. Clothing~~

- ~~a. Denim and colored jeans are only allowed on designated casual dress days. Gym or sweat pants, workout or athletic wear are unacceptable attire.~~
- ~~b. Clothing with printed messages unrelated to the business needs of the Department are unacceptable attire.~~
- ~~c. Shorts may only be worn during inclement working conditions or when special projects/assignments require flexible clothing, and only as approved by Mental Health Administration. Permission to wear shorts shall be based upon risk/liability, safety, and work location/job duties.~~

- d. ~~Summer Casual Dress Policy as approved by the Board of Supervisors on June 6, 2001.~~

2. ~~External Business Presentations, Formal Meetings and Court Appearances:~~ For employees making external business presentations, attending formal meetings, and making court appearances, acceptable attire includes:

- a. ~~Business suits, dress shirts, ties, socks, and closed toe dress shoes for men.~~
- b. ~~Business suits, pants suits, dresses with jackets, hosiery, and dress shoes for women.~~

3. ~~Female Attire~~

- a. ~~Acceptable attire includes: dresses, jumpers, blouses, skirts, slacks and jackets. Leggings, stirrup or stretch pants are considered permissible, only if covered by a skirt or tunic top with an acceptable hemline length.~~
- b. ~~Acceptable hemline lengths range from 2" to 3" above the knee to ankle length.~~
- c. ~~Slits in skirts and dresses should be conservative and in good taste.~~
- d. ~~Low necklines (front or back), "spaghetti straps" (unless covered by a jacket, blouse or other outer garment), obvious bralessness, sheer fabrics, tops with bare midriffs and/or bare shoulders are unacceptable attire.~~

4. ~~Male Attire~~

- a. ~~Acceptable attire includes: suits, jackets, trousers, shirts, sweaters, and polo shirts.~~
- b. ~~Trousers should skim top of the shoe.~~
- c. ~~Shirts should be buttoned conservatively and in good taste.~~
- d. ~~Shirt tails should be tucked in trousers.~~

5. ~~Shoes~~

- a. ~~Safety should be considered when selecting shoes for business wear.~~

- b. ~~Shoes with leather soles and heels are not recommended due to accident hazards.~~
- c. ~~The following are not permitted: thongs, "flip flops", house slippers, shoes without a flexible sole, boots not intended for business wear, tennis shoes, "sneakers", or athletic shoes.~~
- d. ~~Hosiery must be worn at all times, unless otherwise specified by Mental Health Administration.~~

~~6. Hair/Makeup~~

- a. ~~Hair must be clean, neat and styled for business wear.~~
- b. ~~Sideburns, mustaches, beards and goatees must be neat, clean and properly trimmed.~~
- c. ~~Makeup should be in keeping with appropriate business appearance.~~
- d. ~~Hands and nails should be clean.~~
- e. ~~Strong odors caused by perfumes, body sprays, lotions, creams, hair products, powders, and aftershave lotions can be offensive and are to be used in moderation out of concern for the comfort of others. An employee's use of fragrances may be restricted by supervisors/managers as needed to maintain a work environment that is free from olfactory irritants.~~

~~7. Jewelry and Tattoos~~

- a. ~~For your personal safety and security, only jewelry that is modest and conservative in design is permitted. Heavy chains, dangling earrings, and excessively ornate rings create a safety hazard and are unacceptable.~~
- b. ~~Additionally, jewelry not necessarily required to be worn for the business needs of the Department is not covered under the County Reimbursement for Damaged Clothing or Property Policy, should it be damaged or stolen in the line of duty. For reimbursement of personal items, refer to Reimbursement Policy C-5.~~
- c. ~~Tattoos and body art must be covered when dealing with the public or representing the Department. An employee should make a reasonable attempt to cover any existing visible tattoos or body art; however, they shall not be required to do so nor shall they face adverse action for failure to comply with this new requirement. Employees that choose to obtain any new visible tattoos or body art shall be required to comply with this provision.~~

- d. ~~Earrings may be worn on the ears, and employees may have a tongue piercing that does not impede speech/communications. Any other facial jewelry is prohibited (i.e. nose, eyebrow, or lip piercing).~~

8. ~~Accessories~~

- a. ~~Bandanas and baseball caps are not allowed. Hats may be worn for outdoor work.~~
- b. ~~Buttons or lapel pins provided by the Union or the Department of Mental Health as part of a community education or program are permissible. Any other type of button such as political campaign buttons, religious statements, and miscellaneous slogans are not permitted.~~
- c. ~~Photo identification badges must be worn at all times while on duty where required by Department management.~~
- d. ~~Sunglasses should not be worn indoors in the Department of Mental Health, unless medically prescribed or approved by Mental Health Administration.~~

9. ~~Casual Dress Days:~~ ~~Employees may wear denim and colored jeans on casual dress days. Denim attire must be in neat, clean, and in good repair with no tears, holes, fraying, or excessive fading.~~

10. ~~Enforcement~~

- a. ~~It is the responsibility of supervisors and managers to enforce the Dress Code Policy. Employees must be in compliance at all times.~~
- b. ~~Managers and supervisors will counsel anyone whose dress and general personal appearance do not reflect the spirit of these guidelines. An employee will be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of this policy.~~

Section 2. ~~Veteran's Services Dress Code~~

- A. Purpose. ~~Our department is here to serve veterans, their dependents and survivors. While we realize we cannot meet all needs or obtain all benefits sought, we owe it to our clients to provide courteous, competent and compassionate assistance at all times. In short, we care for these people because they're special and they need our help.~~

~~One way we communicate our attitude towards our clients and to others is by the way we dress and our general personal appearance. Understand that it is quite possible to compromise concern and good intentions in the mind of the object of that concern is our dress and demeanor is perceived as being unprofessional, unkempt, overly casual, slovenly, or in relative bad taste based on acceptable professional and community standards. The key is how we are perceived by our clients; the standard is how professionals with whom our clients have done business—lawyers, doctors, morticians, VA personnel, insurance agents, realtors, teachers, other government service providers—dress and comport themselves.~~

~~If the standard for our dress and comportment is to be what our clients expect or feel comfortable with, let us realize that our clients cover the social spectrum, from bereaved widows of retirees to homeless veterans with post-traumatic stress disorder to young home buyers to war orphans. If there is a common denominator it is that they all look to us as professional service providers. Our appearance, therefore, must meet their most demanding standards while not distancing the occasional, more relaxed expectation.~~

~~Management is responsible for employee behavior and performance. Accordingly, management, by example, leadership skills and exhortation will set the tone for department appearance.~~

~~Policy. The following general guidelines will apply at all times:~~

- ~~1. Dress and grooming must conform with acceptable professional community standards and be consistent with the highest expectations of the most exacting clients;~~
- ~~2. Dress and grooming will, at all times, be modest, professional, non-provocative and appropriate enough so as not to offend or overly arouse clients or co-workers.~~
- ~~3. Work clothes should not restrict but should allow the worker to perform all tasks within their job specifications.~~
- ~~4. Apparel should be clean and in good repair, buttons buttoned, zippers zipped, shirt tails tucked in.~~

~~C. Enforcement. The Director will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines. Unacceptable violations will not be tolerated, and the violator may be requested to return home on their time to change into more appropriate attire.~~

~~Section 3. Community Health Agency/RCRMC Dress Code~~

~~A. Purpose. In keeping with the high standards that have been established within the Community Health Agency ("CHA") and Riverside County Regional~~

Medical Center ("RCRMC") this dress code is intended to specify acceptable practices that support a high standard of excellence.

~~B. Policy. The appearance of all employees is important to the total operation and effectiveness of CHA and RCRMC. The general public, visitors and patients' perception of CHA and RCRMC is influenced in part by the appearance of staff as well as the level of courtesy, professionalism and compassion they receive.~~

~~Dress and appearance are key ingredients of the service delivery component of our continuous quality improvement process. A well-groomed and professional appearance helps create favorable impressions, whereas appearance that distracts our patients, visitors, or fellow employees does not reflect the type of impression that is appropriate to the Agency/Hospital environment.~~

~~In keeping with the health service nature of our agency/department and in compliance with current rules, regulations and legislation, standards of personal appearance and apparel have been established. These guidelines have been established to promote good service to patients, reduce the chance of cross-infection and promote good public relations. The Dress Code is not intended to infringe upon the personal rights of employees but to offer them guidelines and standards to follow.~~

~~It is not possible to cover every conceivable question of dress and grooming in a written policy. The best and most effective control has to come from each employee's good judgment of what is best for our obligations to patient care and the public we serve.~~

~~There may be differences in some departments' or division's dress codes, depending upon the work environment, nature of work performed, and involvement in patient care activities or required uniform. These differences are not intended to conflict with, but are in addition to, this general policy.~~

~~General Criteria. Male and female attire and grooming shall be neat, clean, modest, conservative, and free from offending odors and shall meet the highest professional standard of good taste. Identification badges must be worn and easily visible at all times while on duty.~~

~~1. Clothing. Clothing can be any color, pattern and fabric which are in fashion and appropriate for business wear.~~

~~2. Female Attire~~

~~a. Acceptable attire Includes: dresses, jumpers, blouses, skirts, pants, jackets and skorts.~~

~~b. Leggings, stirrup or stretch pants are considered permissible only if covered by a blouse, skirt or tunic top with an acceptable hemline length.~~

- c. ~~Acceptable hemline lengths range from 2" to 3" above the knee to ankle length.~~
- d. ~~Slits in skirts and dresses should be conservative and in good taste.~~
- e. ~~Low necklines, obvious bralessness, very sheer fabric, bare midriffs, bare shoulders and spaghetti straps are considered to be unacceptable attire.~~

~~3. Male Attire~~

- a. ~~Acceptable attire includes: suits, jackets, trousers, shirts, sweaters, and polo shirts.~~
- b. ~~Trousers should skim top of the shoe.~~
- c. ~~Shirts should be buttoned conservatively and in good taste.~~
- d. ~~Shirt tails should be tucked in trousers.~~

~~4. Shoes~~

- a. ~~Safety should be considered when selecting shoes for business wear.~~
- b. ~~Shoes with leather soles and heels and boots not intended for business wear are not recommended due to accident hazards.~~
- c. ~~The following are not permitted: thongs, clogs, house slippers, and sandals. Open toed shoes are acceptable with the exception that employees in non patient care areas who must conduct business in patient care areas cannot wear open toes shoes for their own safety.~~
- d. ~~Hosiery/socks must be worn at all times.~~

~~5. Hair/Makeup~~

- a. ~~Hair must be clean, neat and styled for business wear.~~
- b. ~~Sideburns, mustaches, beards and goatees must be neat, clean and properly trimmed.~~
- c. ~~Makeup should be soft and complimentary in keeping with appropriate business appearance.~~
- d. ~~Hands and nails should be clean.~~

6. ~~Jean~~. ~~Jeans and overalls of denim material do not reflect a professional appearance and are not acceptable attire unless permitted in areas as designated by CHA and/or RCRMC Administration and, where permitted, should be neat, clean, un-faded, and un-frayed.~~

~~EXCEPTIONS: Jeans are acceptable attire for the following CHA and/or RCRMC departments, work units or classifications:~~

- ~~a. Department of Health and department of Environmental Health.~~
- ~~b. The RCRMC Maintenance Department, except the maintenance office personnel.~~
- ~~c. The RCRMC classification of Stock Clerk.~~
- ~~d. The RCRMC Laundry Department, recognizing that gowns must be worn over jeans.~~

7. ~~Jewelry~~. ~~For your personal safety and security, only jewelry that is modest and conservative in design is permitted. Heavy chains, dangling earrings, and excessively ornate rings can create a safety hazard. Additionally, jewelry not necessarily required to be worn is not covered under the County Reimbursement for Damaged Clothing or Property Policy, should it be damaged or stolen in the line of duty. For reimbursement of personal items, refer to Reimbursement Policy C-5.~~

8. ~~Shorts~~. ~~Permission to wear shorts shall be based upon risk/liability, safety, and work location/assignment.~~

~~Field Service Staff who wear uniforms, Material Management staff who run regular trips to the desert and staff involved in summer pool inspection, summer mobile home park inspections and summer temporary food events (including street fairs), will be allowed to wear shorts between the periods of June 1st to September 30th.~~

~~Shorts must be in compliance with the Department/Division Managers' Guidelines. Shorts should be of a solid color, no more than 2" above the knee.~~

~~Animal Control staff may wear shorts during this period, if individuals sign a waiver provided by CHA Administration. The waiver will release CHA and Environmental Health from liability for injuries which result from wearing shorts.~~

~~For Department of Environmental Health, Environmental Services Division, shorts shall not be worn while investigating complaints, attending meetings or presentations, or performing any other inspection activities.~~

~~CHA and RCRMC Administration reserve the authority to accept shorts during inclement working conditions or when special projects/assignments require flexible clothing.~~

- ~~9. Tattoos or Body Art. Employees shall be required to cover any visible tattoos or body art expressions.~~
- ~~10. Facial Piercings. Facial piercings are defined as any jewelry embedded into the facial area, including, but not limited to, the nose, eyebrow, lips and tongue. Facial piercings are not permitted, with the exception of earrings. Employees may wear one small earring, no larger than 5 mm or 3/16 inches in diameter, in each ear. Employees should evaluate the wearing of any ornamentation against the possible safety hazard and the possibility of such items being lost or damaged during the course of duty.~~

~~C. Miscellaneous Criteria~~

- ~~1. Buttons provided by CHA or RCRMC as part of an advertising or communications program is permissible.~~
- ~~2. Non-prescription sunglasses should not be worn indoors.~~
- ~~3. Shirts or T-shirts with printed messages offensive to the reasonable person are considered to be unacceptable attire.~~
- ~~4. Scrub suits are to be worn only as permitted in SCRUB SUIT POLICY, or by CHA or RCRMC Administration.~~
- ~~5. Employees who come to work in street clothes and change prior to starting work are only subject to dress code requirements while on the job.~~

~~D. Enforcement. It shall be the responsibility of supervisors and managers to enforce the Dress Code Policy. Employees must be in compliance at all times.~~

~~Managers and supervisors will counsel anyone whose dress and general personal appearance do not reflect the spirit of these guidelines. Violations will not be tolerated and the violator(s) may be requested to return home to change into more appropriate attire. For the first occurrence, employees will be permitted an hour on "company" time to return home, change and return to work. Time in excess of one (1) hour will be on the employee's own time. If an employee has no time to cover the time in excess of one (1) hour, or has been previously counseled for taking longer than the allotted time, they may be subject to absent time without pay.~~

~~Failure to comply with Dress Code provisions as outlined will result in the implementation of progressive disciplinary measures.~~

~~Section 4. Registrar of Voters Dress Code~~

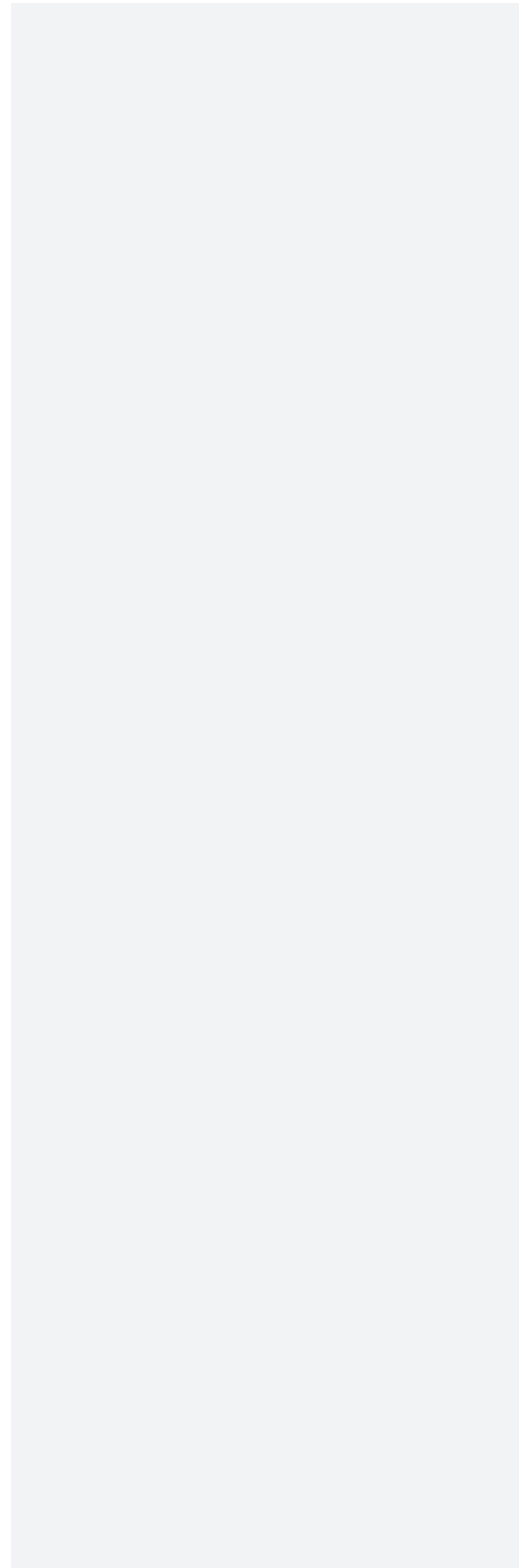
A. ~~Purpose.~~ In keeping with the high standards that have been established in Registrar of Voters, this dress code is intended to specify acceptable practices that support a high standard of excellence.

~~One way to communicate our attitude toward those we serve is by the way we dress and our general appearance. Understand that it is quite possible to compromise the department's image as a service provider if our dress and demeanor are perceived as being unprofessional, unkempt, overly casual, slovenly, or in relatively bad taste based on acceptable professional and community standards. The key is how we are perceived by those we serve; the standard is how professionals in the local community have done business, how they dress, and how they comport themselves. The appearance of all employees is important to the total operation and effectiveness of the department. A well-groomed and professional appearance promotes public confidence in those who serve them. In keeping with service nature of Registrar of Voters, standards of personal appearance and apparel have been determined. These guidelines have been established to promote security, professionalism, good public relations, and not for the purpose of infringing upon the personal rights of employees.~~

B. ~~Policy.~~

- ~~1. Dress and grooming must conform to acceptable professional community standards and be consistent with the highest expectations of the most exacting people whom we serve.~~
- ~~2. Dress and grooming will at all times be modest, professional, non-provocative, and appropriate enough so as not to offend and overly arouse clients or co-workers.~~
- ~~3. Work clothes should not restrict. Rather, they should allow the worker to perform all tasks within their job specifications.~~
- ~~4. Apparel should be clean and in good repair, and should be in keeping with acceptable standards of dress for the particular assignment of the employee on any given day.~~
- ~~5. Recognizing the non-partisan and neutral position this department must maintain in working the electorate and all political parties, employees shall not wear apparel or buttons with a political message while on duty.~~

C. ~~Enforcement.~~ The manager or supervisor will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines. Violations will not be tolerated, and the violator(s) may be requested to return home on their own time to change into more appropriate attire. For the first occurrence, employees will be permitted one (1) hour of "company" time to return home, change and return to work. Time in excess of one (1) hour will be on their own time, if any employee has no time to cover the time in excess of one (1) hour.



Section 5. ~~Assessor – County Clerk – Recorder Dress Code~~

A. ~~Purpose.~~ The Assessor-County Clerk-Recorder's Office is looked upon to perform professional, competent and courteous service to the public. The public's perception of our department is influenced by our appearance. Any exception to this policy are at the authorization of the department head and/or his/her designee. It is not the intent of this policy to supersede any County policies for specific work environments or safety standards.

B. ~~Policy.~~

- ~~1. The appearance of all employees is important to the total operation and effectiveness of the Assessor-County Clerk-Recorder. Dress and appearance are essential ingredients to the service-delivery component of our overall service to the public. A well-groomed and professional appearance helps create favorable impression.~~
- ~~2. It is not possible to cover every conceivable question of dress and grooming in a written policy.~~
- ~~3. There may be differences in some divisions' dress codes depending upon the work involved. These differences are not intended to conflict with, but are in addition to, the policy.~~
- ~~4. Exceptions to the dress code policy may be made to accommodate special occasions such as County or department sponsored events.~~

C. ~~Statement of General Principle.~~ Attire and grooming shall be neat, clean, modest, and shall meet the professional standard of good taste.

- ~~1. Clothing: Clothing can be of any color, pattern, and fabric which is appropriate for business wear.~~

a. ~~Female Attire~~

- ~~1. Acceptable attire includes: dresses, jumpers, blouses, skirts, pants, jackets and other business wear.~~
- ~~2. Acceptable hemline lengths range from approximately ankle-length to 3" above the knee. Acceptable pant length is mid-calf or longer.~~
- ~~3. Slits in skirts and dresses should be non-provocative and appropriate for the length of the skirt or dress and where no underclothing is visible to others in any posture the employee could logically assume in the course of her workday.~~

4. ~~Low necklines, obvious bralessness, very sheer fabric, bare midriffs, bare shoulder (e.g. halter tops), tee shirts (novelty, athletic or underwear type) shorts, sweatshirts or sweat pants, leggings (e.g. spandex, cotton knit or athletic type) and spaghetti straps are considered unacceptable attire.~~

b. ~~Male Attire~~

1. ~~Acceptable attire includes: suits, jackets, trousers, shirts, sweaters and polo shirts.~~
2. ~~Shirts should be buttoned appropriately and in good taste. ACR/County logo shirts are acceptable. Shirts with vendor logos, emblems, or advertisements are not acceptable.~~
3. ~~Shirttails should be tucked into trousers.~~
4. ~~Tee shirts (novelty, athletic or underwear type) and sweatshirts are considered unacceptable attire.~~

2. ~~Shoes~~

- a. ~~Safety should be considered when selecting shoes for business wear. Footwear should sufficiently protect the foot from on the job injuries.~~
- b. ~~The following are not permitted: thongs, clogs, house slippers, shoes without a flexible sole, boots not intended for business wear, and tennis shoes (see Casual Dress Days).~~

3. ~~Hats~~

~~Hats and bandanas shall not be worn in any indoor work environment. Those who primarily work outside, or in a sunny/hot weather environments are allowed to wear hats to protect themselves from the sun, etc.~~

4. ~~Jeans~~

- a. ~~Jeans and overalls of denim material do not reflect a professional appearance and are not acceptable attire unless permitted in areas as designated by Assessor County Clerk Recorder Administration. Where permitted, jeans should be neat, clean, unfaded and unfrayed (see Casual Dress Days).~~
- b. ~~EXCEPTIONS: Jeans are acceptable attire for the following Assessor County Clerk Recorder departments or classifications:~~
 1. ~~The classification of Storekeeper, IT User Techs and IT Network Administrators.~~

- ~~2. RMAP/Archives and Records Technicians (not acceptable for Supervising Archives and Records Technician II).~~
- ~~3. Temporary work assignments may require variations on this policy; such variations must be cleared with the section supervisor.~~
- ~~4. From time to time, the appraisal staff may be required to do field inspections in the course of their duties that, by their nature, would dictate more casual attire for comfort and safety considerations. This is not intended to be a blanket approval for all field work, but limited to those situations approved by supervision.~~
- ~~5. On Call — Dress code policy will not be enforced if you are called in to work on weekends or after normal business hours.~~

~~5. Hair/Makeup/Grooming~~

- ~~a. Employees are expected to maintain appropriate and professional hairstyles. Hair must be clean, neat and properly restrained for its length and job assignment. Hair coloring should be within the range of natural hair color (e.g. no blue, green, purple, etc.)~~
- ~~b. Sideburns, mustache, beards and goatees must be neat, clean, and properly trimmed.~~
- ~~c. Makeup should be soft and complimentary in keeping with appropriate business appearance.~~
- ~~d. Hands and nails should be clean. Nails should be trimmed to a length that does not interfere with work duties.~~
- ~~e. Personal hygiene is essential. Therefore, it is necessary that all employees maintain cleanliness and a well-groomed, presentable appearance that is free from offending odors. Strong odors caused by perfumes, body sprays, lotions, creams, hair products, powders and aftershave lotions can be offensive and are to be used in moderation out of concern for the comfort of others. An employee's use of fragrances may be restricted by supervisors/managers as needed to maintain a work environment that is free from olfactory irritants.~~

~~6. Tattoos and Jewelry~~

- ~~a. Earrings may be worn on the ears. Tongue jewelry is not permitted while at work. A small nose stud may be worn if not larger than three (3) millimeters (mm) or one eighth of an inch (1/8). Any other~~

facial jewelry is not permitted (e.g. nose ring, eyebrow, or lip piercing).

b. Tattoos and body art should not be seen at any time and shall be covered in a reasonable manner while on duty.

7. ~~Miscellaneous.~~ Any type of button such as political campaign buttons, religious statements and miscellaneous slogans are not permitted. Exceptions may be made to accommodate special occasions such as County or department sponsored events.

8. ~~Casual Dress Days.~~ Casual Dress Day attire is only permitted on days designated by the nature of the person's position as determined by the department head or designee. Traditional business wear is always an acceptable choice.

Acceptable Casual Dress Day Attire:

a. Acceptable attire on casual dress days may include jeans and tennis shoes. Jeans should be neat, clean, un-faded or un-frayed. Tennis shoes should be in good condition.

b. Unacceptable casual dress day attire includes shorts, tee shirts (novelty, athletic or underwear type), sweatshirts or sweat pants, exposed midriff tops and leggings (e.g. spandex, cotton knit or athletic type).

9. ACR Logo Polo Shirts/RMAP Logo Shirts

a. ACR logo polo shirts/RMAP logo shirts are considered acceptable working attire and may be worn at any time while on duty. It is recommended that ACR logo polo shirts/RMAP logo shirts are not worn while off duty.

b. Upon termination of employment with the ACR, employees shall return the department provided ACR logo polo shirt/RMAP logo shirt to ACR Human Resources. It is recommended that employee-purchased shirts are not worn after employment has ceased.

10. Summer Casual

a. During the summer months, from Memorial Day until September 30th, the Board of Supervisors exempts staff from wearing business-formal attire and permits business-casual subject to specific policies and exceptions.

b. The "Summer Casual" dress code is the same as the specific policy provisions as the standard dress code with the following exceptions:

- c. ~~Employees generally required to wear business formal attire may dress in business casual.~~
- d. ~~Employees of the RMAP warehouse/courier staff may wear professional style, knee-length, walking shorts in dark blue, black or tan.~~

~~11. Implementation and Review~~

- a. ~~All current employees shall review and annually acknowledge this policy. The department will be responsible for subsequent implementation with new hires.~~

~~12. Enforcement~~

- a. ~~It shall be the responsibility of the supervisors and managers to enforce the Dress Code Policy. Employees must be in compliance at all times.~~
- b. ~~An employee will be counseled at any time his or her dress and general appearance does not reflect this policy. Violations will not be tolerated. An employee will be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of the Dress Code Policy.~~
- c. ~~Failure to comply with the Dress Code Policy provisions as outlined will result in the implementation of progressive disciplinary measures.~~

Section 61. Sheriff's Department Dress Code

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

~~Section 7. OASIS Dress Code~~

- A. ~~Purpose. This dress code is intended to provide clear guidelines for the professional appearance of OASIS staff. It is meant to promote professional and good customer relations without infringing upon the personal rights of employees.~~
- B. ~~Policy. These guidelines have been established to present a professional, practical, neat, clean, modest and conservative appearance that does not distract from providing excellent customer service and the working relationship of the staff. A well-groomed and professional appearance of all employees promotes customer confidence. The dress attire for OASIS staff shall be business casual. Any exception to this policy is at the authorization of the Department Head and or designee.~~

C. ~~General Guidelines.~~ Both male and female attire shall be neat, clean, modest, conservative, and in good repair (without holes, tears, fraying or discoloration) at all times.

D. ~~Personal Grooming.~~ shall be neat, clean and free from offending odors.

E. ~~Cologne/Perfume.~~ shall be worn in a manner so as not to be offensive to others.

F. ~~Personal Appearance.~~ Dress and grooming will at all times be modest, professional, non provocative and appropriate enough so as not to offend co-workers, county employees from other departments, contractors or vendors.

G. ~~Hair.~~ Head and facial hair (beards and mustaches) shall be neat, clean and properly trimmed and free from offending odors.

H. ~~Tattoos.~~ No visible tattoos, which could be considered offensive to the reasonable person or body piercings, are permitted.

1. ~~Piercings.~~ Nose piercings, no larger than three (3) millimeters (mm) or one-eighth of an inch (1/8), are permissible; however, all other facial piercings are not permitted. Facial piercings are defined as any jewelry embedded into the facial area.

2. ~~Acceptable Attire~~

a. ~~Female Attire~~

(1). ~~Acceptable attire includes dresses, jumpers, blouses, sweaters, polo shirts, skirts, pants, gauchos, culottes and jackets.~~

(2). ~~Acceptable hemline lengths range from approximately ankle length to 2" - 3" above the knee.~~

(3). ~~Slits in skirts and dresses should be conservative and appropriate for the length of the skirt or dress and where no underclothing is visible to others in any posture the employee could logically assume in the course of the workday.~~

(4). ~~Low necklines, obvious bra less ness, very sheer fabric, bare midriffs, tube tops, halter tops, tee shirts (novelty, athletic or underwear type), sweatshirts, sweatpants, leggings, shorts/skorts and spaghetti straps are considered unacceptable attire.~~

(5). ~~Pants, skirts and dresses in leather, leather like, or vinyl material are not acceptable attire.~~

b. ~~Male Attire~~

~~(1). Acceptable attire includes: suits, jackets, polo shirts, dress shirts, business shirts, sweaters, and trousers.~~

~~(2). Shirts should be buttoned appropriately and in good taste.~~

~~(3). Shirttails should be tucked into trousers~~

~~(4). Trousers should be an appropriate length.~~

~~(5). Tee shirts (novelty, athletic or underwear type), sweatshirts, sweatpants and shorts are considered unacceptable attire.~~

~~3. Shoes~~

~~a. Shoes should be appropriate for the style of dress and safe for the work environment.~~

~~b. Flip flops, thongs, house slippers, athletic shoes are not permitted.~~

~~c. Heels, wedges or platforms over 3" are not permitted.~~

~~4. Jeans. Jeans and overalls do not reflect a professional appearance and are not acceptable attire. (See Casual Friday for exception).~~

~~I. Casual Fridays. Employees may "dress down" on Fridays as long as they do not have contact with customers or their division manager does not dictate otherwise.~~

~~1. Acceptable attire may include jeans and athletic shoes. Jeans should be neat, clean, in good condition, un-faded or un-frayed. Athletic shoes should be in good condition.~~

~~2. Unacceptable attire would include all other unacceptable attire listed in the general guidelines above.~~

~~J. Enforcement. Management and supervisors are responsible for employee behavior and performance. Accordingly, management and supervisors will set the tone for department appearance and it shall be their responsibility to enforce the dress code policy.~~

~~Dress code policy will not be enforced if the employee is called in to work on weekends or after normal business hours. Any employee scheduled to work on the weekend or night shift must comply with the dress code policy. Employees must be in compliance at all times and enforcement is required department wide.~~

~~Managers and supervisors will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines.~~

~~Employees who are not in compliance will be requested to return home to change into more appropriate attire. For the first occurrence, employees will be permitted~~

~~one (1) hour paid time to return home, change and return to work. Time in excess of one (1) hour will be on the employee's own time. If an employee has no time to cover the time in excess of one (1) hour they will be subject to absent without pay time. Any additional violations will be on the employees own time. If there are no accrual balances available, the time used will be absent without pay.~~

~~Failure to comply with the dress code provisions as outlined will result in progressive disciplinary measures.~~

~~Section 8. Riverside County Information Technology (RCIT) Dress Code~~

~~A. Purpose. This dress code is intended to provide clear guidelines for the professional appearance of Riverside County Information Technology (RCIT) staff. It is meant to promote professionalism, employee safety, good public and customer relations, and accomplish the objectives of the policy without infringing upon the personal rights of employees. Any exception to this policy is at the authorization of the Department Head and/or Designee.~~

~~B. Policy. The objective is to communicate a professional attitude by both dress and general appearance. The appearance of all employees is important to the total operation and effectiveness of RCIT. A well-groomed and professional appearance promotes customer and public confidence. Staff will compromise their image if customers perceive their dress and demeanor as unprofessional, unkempt, overly casual, slovenly, or in bad taste based on acceptable professional and community standards. These standards are based on how professionals in the local community carry out their business, how they dress, and how they conduct themselves.~~

~~C. General Guidelines.~~

- ~~1. Acceptable Professional Community Standards. Dress and grooming must leave a positive professional image with citizens and County customers while being consistent with the highest expectations of the most exacting people served by RCIT.~~
- ~~2. Personal Appearance. Dress and grooming will be modest, professional, and appropriate enough so as not to offend clients or co-workers.~~
- ~~3. Personal Grooming. Employees shall maintain good personal grooming to promote a professional image and maintain safety in the workplace. Grooming shall be neat and clean. Hair, including facial hair, must be clean, neat, trimmed, and styled for professional business wear.~~
- ~~4. Apparel. Work clothing should not restrict and should allow staff to perform all tasks within their job specifications. Apparel should be clean and in good repair (without holes, frays, discoloration, wrinkles or stains). It should be in keeping with acceptable standards of dress for the particular assignment of the employee on a given day, such as an employee working in an office would wear business attire while those working in rugged areas have~~

~~different standards. Individuals working with equipment must comply with County safety codes.~~

~~5. Political Messages. Recognizing the non-partisan and neutral position RCIT must maintain working in a political environment, employees, while on duty, shall not wear apparel or buttons with a political message in support of political candidates, written religious statements or miscellaneous slogans. Union buttons are acceptable.~~

~~6. Reimbursement for Damaged Clothing. Refer to Board of Supervisors Policy C-5 for guidelines.~~

~~7. Attire~~

~~a. Acceptable office attire includes suits, jackets, dresses, blouses, sweaters, shirts with collars and sleeves, polo shirts, skirts, trousers, and slacks.~~

~~b. Un-acceptable work attire includes shorts, cut-offs, all clothing made of denim material, sweat suits, exercise or warm up pants, excessively short skirts, tank tops, and tee-shirts.~~

~~c. Hats or baseball caps shall not be worn in any indoor RCIT work environment.~~

~~d. Blouses or shirts with shirt tails should be tucked in at all times. Exceptions include blouses or shirts without shirt tails designed to be worn outside.~~

~~e. Blouses and shirts may not contain vendor logos, emblems, or advertisements.~~

~~f. Blouses, shirts, hats and baseball caps with imprinted messages, political statements, or humorous or novelty phrases may be offensive to others and are unacceptable in any RCIT work environment.~~

~~8. Shoes~~

~~a. Shoes shall be professional and complementary to the business environment.~~

~~b. Safety should be considered when selecting shoes for business wear.~~

~~c. Thongs, house slippers, and white or canvass athletic shoes are not acceptable in any RCIT work environment. Black or brown leather athletic shoes are acceptable in the appropriate business environment (i.e. field work).~~

D. ~~Casual Fridays.~~ Employees may "dress-down" on Fridays unless the nature of the person's position, the discretion of a division manager, or contact with the public or customer departments dictates otherwise.

~~"Casual Friday" dress code is the same as the specific policy provisions above with the following exception:-~~

1. ~~Employees generally required to wear business formal attire may dress in business-casual attire. Business formal generally refers to business suits, while business casual attire refers to attire worn in the every day work environment.~~

E. ~~Summer Casual.~~ During the summer months, the Board of Supervisors usually exempts staff from wearing business formal attire and permits business casual attire subject to specific policies and exceptions.

~~"Summer Casual" dress code is the same as the specific policy provisions above with the following exception:-~~

~~Employees generally required to wear business formal attire may dress in business casual attire as outlined in "Casual Friday" attire above.~~

F. ~~Safety Equipment.~~ Any employee working in an area where wearing safety equipment is a requirement shall use the safety equipment per the guidelines of these standards. This included warehouse workers, field technicians, or technical support personnel.

~~Some RCIT environments require wearing safety equipment such as safety boots, hard hats, safety glasses, reflective clothing, and gloves. Sweatshirts without logos, emblems, or advertisements are acceptable in the appropriate work environment (i.e. field work). While Personal Protective Equipment (PPE) is not a part of this policy, impacted employees shall wear PPE in accordance with the RCIT Injury and Illness Prevention Plan (IIPP) maintained by RCIT Administration.~~

G. ~~Enforcement.~~ Dress code policy will not be enforced if the employee is called in to work on weekends or after normal business hours. Any employee scheduled to work on the weekend must comply with the dress code policy.

~~Any employee found to have violated this policy may be subject to progressive disciplinary action. Managers and supervisors will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines. Staff members will be given written notice for the first incident of wearing improper attire. Violations will not be tolerated and the violator will be requested to return home to change into more appropriate attire. For the first occurrence, employees will be permitted one (1) hour on "company" time to return home, change and return to work. Time in excess of one (1) hour will be on their own time. If an employee has no time to cover the time in excess of one (1) hour, or has been previously counseled for dress code violations, they will be subject to absent without pay time.~~

Section 9. Fire Department Dress Code

~~Employees covered under the terms of this MOU who are assigned to the Fire Department shall be required to comply with the provisions of the Fire Department's Uniform Specifications, Acquisition and Grooming Standards.~~

~~A uniform consists of specific outer garments which the employee is required to wear exclusively while carrying out the duties and responsibilities of a position. A uniform further includes items that serve to identify the person, agency, function performed, rank or time in service.~~

~~Employees must begin each workday clean and neat and attired in the properly fitting prescribed uniforms. Employees will use prudence in wearing repaired uniform garments. Uniform items with visible areas of wear or disrepair, which detract from the employee's appearance, will not be worn. An annual inspection by the unit manager may be made to ensure that each employee possesses the required uniform complement and that uniforms are in acceptable condition. The employee's immediate supervisor is responsible for enforcing this on a daily basis.~~

Section 10. Riverside County Agricultural Commissioner's Office Dress Code.

~~A. Purpose. This dress code is intended to provide clear guidelines for the professional appearance of the Riverside County Agricultural Commissioner's staff. It is meant to promote professionalism, employee safety, good public and customer relations, and accomplish the objectives of the policy without infringing upon the personal rights of employees. Any exception to this policy is at the discretion of, and subject to authorization by, the Department Head and/or designee.~~

~~B. Policy. The objective is to communicate a professional attitude by both dress and general appearance. The appearance of all employees is important to the total operation and effectiveness of the Agricultural Commissioner's Office. A well-groomed and professional appearance promotes customer and public confidence. Staff will compromise their image if customers perceive their dress and demeanor as unprofessional, unkempt, overly casual, slovenly, or in bad taste based on acceptable professional standards. These standards are based on how professionals in the local community carry out their business, how they dress, and how they conduct themselves.~~

C. General Guidelines:

- ~~1. Acceptable Professional Community Standards. Dress and grooming must leave a positive professional image with the citizens and County customers while being consistent with the highest expectations of the most exacting people served by the Agricultural Commissioner's Office.~~
- ~~2. Personal Appearance. Dress and grooming will be modest, professional, non-provocative and appropriate enough so as not to offend co-workers, county employees from other departments, or the public.~~

3. ~~Personal Grooming.~~ Employees shall maintain good personal grooming to promote a professional image and maintain safety in the workplace. Grooming shall be neat and clean. Hair, including facial hair (beards and mustaches), must be clean, neat, properly trimmed, and free from offending odors.
4. ~~Tattoos.~~ No visible tattoos, which could be considered offensive to the reasonable person.
5. ~~Piercings.~~ Facial piercings, no larger than three (3) millimeters (mm) or one-eighth of an inch (1/8), are permissible; however, all other facial piercings are not permitted. Facial piercings are defined as any jewelry embedded into the facial area.
6. ~~Apparel.~~ Work clothing should not restrict and should allow staff to perform all tasks within their job specifications. Apparel should be clean and in good repair (without holes, frays, discoloration, wrinkles or stains). It should be in keeping with acceptable standards of dress for the particular assignment of the employee on a given day, such as an employee working in an office would wear business attire while those working in rugged areas have different standards. Individuals working with equipment must comply with County safety codes.
7. ~~Political Messages.~~ Recognizing the non-partisan and neutral position the Agricultural Commissioner's Office must maintain while working in a political environment, employees shall not wear apparel or buttons with a political message in support of political candidates, written religious statements or miscellaneous slogans. Non-partisan Union buttons are acceptable.
8. ~~Reimbursement for Damaged Clothing.~~ Refer to Board of Supervisors Policy C 5 for guidelines.
9. ~~Attire.~~
 - a. ~~Acceptable office attire includes suits, jackets, dresses, blouses, sweaters, shirts with collars and sleeves, polo shirts, skirts, trousers, and slacks.~~
 - b. ~~Un-acceptable office attire includes shorts, cut-offs, all clothing made of denim material, sweat suits, exercise or warm-up pants, excessively short skirts, tank tops, and tee-shirts.~~
 - c. ~~Acceptable field attire includes, trousers, jeans that are neat, clean, in good condition, un-faded or un-frayed, blouses, sweaters, shirts with collars and sleeves and polo shirts.~~

- d. ~~Un-acceptable field attire includes very sheer fabric, bare midriffs, tube tops, and halter tops, tee shirts (novelty, athletic or underwear type), sweatshirts, sweatpants.~~
- e. ~~Hats or baseball caps shall not be worn in any indoor Agricultural Commissioner's Office work environment.~~
- f. ~~Blouses or shirts with shirt tails should be tucked in at all times. Exceptions include blouses or shirts without shirt tails designed to be worn outside.~~
- g. ~~Blouses and shirts may not contain vendor logos, emblems, or advertisements.~~
- h. ~~Blouses and shirts, with imprinted messages, political statements, or humorous or novelty phrases may be offensive to others and are unacceptable in any Agricultural Commissioner's Office work environment.~~

10. ~~Shoes:~~

- a. ~~Shoes shall be professional and complementary to the business environment.~~
- b. ~~Safety should be considered when selecting shoes for business wear.~~
- c. ~~Heels, wedges, platforms over three inches (3"), flip flops, house slippers and canvass athletic shoes are not acceptable in any Agricultural Commissioner's Office work environment. Black, brown or white leather athletic shoes are acceptable in the appropriate business environment (i.e. field work).~~

D. ~~Casual Fridays. Employees may "dress down" on Fridays unless the nature of the person's position, the discretion of a division manager, or contact with the public or customer departments dictates otherwise. "Casual Friday" dress code is the same as the specific policy provisions above with the following exception:~~

- 1. ~~Employees generally required to wear business formal attire may dress in business casual attire. Business formal generally refers to business suits, while business casual attire refers to attire worn in the everyday work environment.~~

E. ~~Summer Casual. During the summer months, the Board of Supervisors usually exempts staff from wearing business formal attire and permits business casual attire subject to specific policies and exceptions.~~

~~"Summer Casual" dress code is the same as the specific policy provisions above with the following exception:~~

~~1. Employees generally required to wear business formal attire may dress in business casual attire as outlined in "Casual Friday" attire above.~~

~~2. Permission to wear shorts shall be based upon risk/liability, safety, and work location/assignment. Shorts must be in compliance with the Department/Division Managers' Guidelines. Shorts should be of a solid color, no more than two inches (2") above the knee.~~

~~F. Safety Equipment. Any employee working in an area where wearing safety equipment is a requirement shall use the safety equipment per the guidelines of those standards. This includes Weights & Measures field staff and Agricultural field staff. Some Agricultural Commissioner's Office environments require wearing safety equipment such as safety boots, hard hats, safety glasses, reflective clothing, and gloves. Sweatshirts without logos, emblems, or advertisements are acceptable in the appropriate work environment (i.e. field work). While Personal Protective Equipment (PPE) is not a part of this policy, impacted employees shall wear PPE in accordance with the Agricultural Commissioner's Office Injury and Illness Prevention Plan (IIPP) maintained by Agricultural Commissioner's Office Administration.~~

~~G. Enforcement. Any employee scheduled to work on the weekend shall comply with the dress code policy. Any employee found to have violated this policy may be subject to progressive disciplinary action. Managers and supervisors will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines. Staff members will be given written notice for the first incident of wearing improper attire. Violations will not be tolerated and the violator will be requested to return home to change into more appropriate attire. For the first occurrence, employees will be permitted one (1) hour on "company" time to return home, change and return to work. Time in excess of one (1) hour will be on their own time. If an employee has no time to cover the time in excess of one (1) hour, or has been previously counseled for dress code violations, the employee will be subject to absent without pay time. Notwithstanding the above, Management reserves the right to modify, suspend, or cancel this policy as needed from time to time, in order to meet its objective of promoting professionalism, employee safety, and good public and customer relations, although the impact is subject to meet and confer with the Union.~~

Section 142. Uniforms Allowances

A. General Uniform Provisions

1. Issuance. The County agrees to provide uniforms or uniform allowances to employees in the departments listed below so long as the employee is required to wear uniforms in the performance of their duties:

- a. Animal Services
- b. Code Enforcement
- c. DPSS
- d. EDA

- e. Emergency Management Department
- f. Fleet Services
- g. Flood Control
- h. RUHS
- i. Probation
- j. Public Health
- k. Sheriff
- l. Transportation
- m. Waste Resources

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

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

B. Department Specific Uniforms/Equipment

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

Fire Safety Supervisor (Job Code 37876)
Senior ~~Public Safety Communications Officer~~ Fire Communications
Dispatcher (Job Code 13808)
Supervising Fire Prevention Technician (Job Code 37871)

~~Emergency Services Coordinator~~
~~Emergency Services Program Supervisor~~
Public Information Specialist (Job Code 74233)
Senior Public Information Specialist (Job Code 74234)

~~The employee shall not be given a money allowance, but shall be supplied with a uniform obtained from a contract vendor. All parts of the uniform, furnished or replaced by the county, shall remain the property of the County, and upon termination shall be returned to the Fire Department or an appropriate amount shall be deducted from the employee's final check.~~

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

Once approval is received, the employee will then obtain new article(s) of clothing from the contract vendor. ~~It is the employee's responsibility to expend no more than the maximum uniform allowance inclusive of all taxes and/or alterations. Any amount over the maximum is the employee's responsibility to pay the vendor. Any remaining allowance does not roll into the following year of anniversary date.~~

The uniform allowance will be tracked by County Fire Finance per each employee's anniversary date to ensure that the annual uniform allowance is not exceeded per employee. No uniform vouchers will be issued prior to the anniversary date.—

~~Damaged or deteriorated parts of departmentally issued or replaced uniforms, caused by normal wear or events in the line of duty, shall be repaired or replaced upon written approval by a Fire Chief or a designee.~~

2. ~~Animal Control—Employees Services.~~ Permanent employees in the ~~Supervising Animal Control Officer, Lieutenant of Field Services (73517), Senior Animal Control Officer, Animal Control Officer, Animal License Inspector and Animal Control Trainee~~ classes, so long as they are required to wear uniforms in the performance of their duties, will be provided five (5) uniforms, each consisting of a shirt and pants. ~~Worn out or damaged uniforms, as determined by the department head, may be replaced by turning in the worn out or damaged article. The employee upon termination shall return all shirts and pants purchased by the County.~~

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

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

~~3.4. Cooks.~~ Permanent employees working for the ~~RUHS-iverside County~~ ~~Regional~~ Medical Center in the classification of Supervising Cook (54433) will be provided four (4) shirts and two (2) pants. Worn out or damaged shirts and pants as determined by the Department, may be replaced by turning in the worn out or damaged article. The employee upon termination shall return all shirts and pants purchased by the County.

4.5. Waste Resources

~~5. Other Classifications.~~ The County will provide the following uniform allowances to employees in the following classifications:

<u>Department</u>	<u>Classification</u>	<u>Annual Allowance</u>
RCRMC	Mental Health Facility Housekeeping Supervisor	\$600
	Lead Housekeeper	\$161
Fleet	Senior Fleet Services Assistant	\$161
	Garbage Branch Supervisor	\$161-286
	Automotive Services Supervisor	\$161-260
TLMA	Supervising Land Surveyor	\$239
	Senior Land Surveyor	\$239
	Traffic Signal Supervisor	\$239
	Tech Engineering Unit Supervisor	\$239
	Assistant District Road Maintenance Supervisor	\$255
	Survey Party Chief	\$239
	Survey Party Chief RE/LLS	\$239
	Equipment Service Supervisor	\$369
	District Road Maintenance Supervisor	\$255

~~6. Waste Resources Management District (WRMD).~~ The following uniform allowances are provided by the District to employees in the following classifications based on the authorization and approval of the employee's supervisor. Authorization is on an "as needed" basis and not to exceed the annual allowance without special and extenuating circumstances approved by the General Manager/Chief Engineer or his designee:

Classification-	District-SEIU- Job Code-	Annual- Allowance
Maintenance & Construction Worker - WRMD	80029	\$150
Equipment Operator I & II - WRMD	80023/80024	\$150
Senior Equipment Operator - WRMD	80073	\$150
Landfill Safety Monitors - WRMD	80006	\$175
Laborer - WRMD	80028	\$0
Crew Lead Workers - WRMD	80056	\$175
Haz. Waste Inspector - WRMD	80048	\$400
Senior Haz. Waste Inspector - WRMD	80075	\$400

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

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6. Regional Park & Open Space District.

7.—

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

<u>Classification</u>	<u>Annual Allowance</u>
<u>General Unit</u>	
Park Aide	\$350
Park Ranger I	\$350
Park Ranger II	\$350
Senior Park Ranger	\$350
Park Attendant	\$350
Park Maintenance Worker	\$350
Maintenance Carpenter	\$350
Grounds Worker	\$350
Park Interpreter	\$350
Aquatics Technician	\$350
<u>Supervisory Unit</u>	
Park Maintenance Supervisor	\$350
Area Park Manager	\$350
Interpretive Services Supervisor	\$350
Park Ranger Supervisor	\$350
Natural Resource Specialist	\$350

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

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

Initial Issue of Uniforms.

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

Annual Uniform Allowance.

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

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

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

7. Community Action Partnership. The County shall provide an allowance for uniforms not to exceed three hundred and fifty dollars (\$350.00) per employee annually for each person employed in the following classifications:

- a. Housing Specialist I (97462)
- b. Housing Specialist II (97463)
- c. Housing Specialist III (97464)

ARTICLE ~~18~~20
VOLUNTARY TIME-BANK

Section 1. Catastrophic Time Bank

Any department/~~district or employee requesting to considering~~ establishing a Time-Bank ~~for its eligible employees~~ shall follow the guidelines below:

- A. Definition of eligible employees. Only employees in ~~budgeted~~ ("Regular") positions are eligible to participate in the Riverside County Voluntary Time-Bank Policy. Employees receiving disability payments or Workers' Compensation may be eligible for a prorated time-bank reimbursement such that total payments do not exceed 100% of the regular pay.
- B. Definition of catastrophic illness or injury. Catastrophic illness or injury is a severe illness or injury which is expected to completely and totally incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (i.e., the spouse, registered domestic partner, son, daughter, step-son, step-daughter, foster-son, foster-daughter, child of registered domestic partner, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for at least two (2) weeks to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted.
- C. Conditions and procedures under which a Time-Bank ~~for catastrophic illness/injury~~ may be established.
 1. The Human Resources Department will establish and administer all Time-Banks. The Human Resources Department will have authority to approve all Voluntary Time-Bank requests.
 - ~~4. Only the department/district head, upon concurrence from the Human Resources Director or designee, may request establishment of a Time-Bank for an employee within the department/district who is suffering a financial hardship due to a catastrophic illness or injury.~~
 - 2.
 3. When the department/district head has determined that an employee would benefit from the establishment of a Time-Bank, the department/district head will contact the employee to determine if the employee desires to participate in a Time-Bank program. If the employee desires to participate in the Time-Bank program, the department/district head will contact the Human Resources Department and recommend the establishment of the program.

4. The Time-Bank will be established on behalf of an individual employee. The bank will accept donations of leave from one (1) or more donors.
5. ~~The Time Bank will be operated by the Human Resources Department.~~ The department/district head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.
- ~~6. On establishing a Time-Bank program, the Human Resources Department should ensure that only credits that are necessary are donated. All donations are not retrievable.~~
6. An employee can only have one (1) Time-Bank established at a time.

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

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

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

1. Only the employee for whom the Time-Bank has been established may receive leave credits from the Time-Bank. Such leave credits shall be added to the employee's vacation balance.
- ~~2. The affected employees will provide verification of their (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.~~
2. The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one (1) catastrophic illness.
3. Extension to a Voluntary Time-Bank will require a separate approval by the Human Resources Department and department head.

F. Steps to be taken by the department to establish a Time-Bank program.

A department/district head who decides that the department will participate in a Time-Bank program will arrange with the Human Resources Department for the establishment of the Time-Bank for the individual. The procedure to be followed must include:

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

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

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

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

G. The Human Resources Department will:

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

Determined qualification, under the standards above, for the establishment of a Time-Bank.

Control the Time-Bank program.

The employee benefiting from the Time-Bank and the Human Resources Department will agree on the content of the publicity.

Publicize the establishment of the Time-Bank program. The notice will inform all employees of:

The establishment of the voluntary program.

Their opportunity to donate.

How donations are submitted.

Notify the department/district head immediately if the program cannot be established and the reason(s).

~~Section 2. Use of Holiday Bank~~

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

~~Section 3. Small Pox Vaccinations: Volunteer Time Bank~~

~~The County agrees to establish a small pox volunteer sick leave time bank to accommodate employees who may have a need to use sick leave time off due to receipt of the small pox vaccine. The time bank will contain a total of three (3) days of sick leave per employee voluntarily receiving the small pox vaccine. In the event an employee requires time off beyond the projected one (1) to three (3) days, the County will provide Worker's Compensation Temporary Disability, in accordance with State law, for the duration of the incapacity.~~

ARTICLE 1921
APPEAL PROCEDURE
ACCIDENT REVIEW COMMITTEE

~~Section 1. Procedures-~~

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

- A. The Accident Review Committee will make a determination if an accident is preventable or non-preventable in the absence of the employee.
- B. If the Accident Review Committee determines that the accident is non-preventable or operational, no appearance will be granted to an employee to appear before the committee.
- C. If the Accident Review Committee determines an accident is preventable, an employee may request an appeal to the determination and appear before the committee to present their evidence and give testimony.
- D. Appeal of Accident Review Committee Determination.

- A. A notice of determination is sent to the employee by certified mail return receipt requested to their last known address if the accident is determined to be preventable. The notice of determination will include an employee's right to appeal the committee's finding. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing and proof of receipt of the notice of determination to the employee.
- B. The employee shall submit a written request for review within ten (10) working-business days following the date of the receipt.
- C. An employee is entitled to representation during the presentation of this appeal.
- D. The Accident Review Committee shall review the evidence and testimony presented by the employee(s) and/or their representative and makes its final determination. The final copy of the Accident Review Committee's determination will be sent to the employee's department/~~district~~ and their representative or the employee.
- E. If there is no appeal made within the stipulated time limits, the final copy of the Accident Review Committee's determination will be sent to the employee's department/~~district~~ and the employee.
- E. The County will release the employee from work with pay for the actual time needed for their presentation. An employee is not entitled to preparation time or mileage paid by the County. In cases where the employee is in an outlying area, a presentation may be made by a telephone conference call with the Accident Review Committee at the employee's option.
- F. Employee is entitled to any information that the County uses upon which it bases its initial determination.

ARTICLE 220
ALCOHOL AND DRUG ABUSE POLICY

The Board of Supervisors Policy C-10 was enacted to eliminate substance abuse and its effects in the workplace. The policy provides that employees shall not be under the influence of alcohol or drugs while on duty or on a standby or an on-call status; or consume alcohol or illicit drugs while on County property or at work locations or while on duty; or possess controlled substances or prescription drugs without a prescription while on duty. Employees shall not: manufacture, sell, provide, distribute, or dispense prescription drugs or controlled substances to any other employee or to any person while on duty unless authorized by law; or sell, provide, distribute, or dispense alcohol to any other employee while such employee is on duty.

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.

ARTICLE 24
DISCRIMINATION COMPLAINT PROCEDURE

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

ARTICLE 232
BENEFIT PROGRAMS

Section 1. CalPERS Health Insurance Plan

Effective July 1, 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.

Section 2. Flexible Benefit Contributions

A. Contribution Amounts for Employees in County Sponsored Health Insurance.

For full time employees 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.

B. Medical Premium Subsidies. Effective two full pay periods after the adoption of this MOU by the County Board of Supervisors [February 27, 2020], the County's payment of medical subsidies for employees 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 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.

~~The County shall make the following contributions towards the County's Flexible Benefit plan:~~

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

~~\$635.40 per month (\$317.70 per biweek for twenty four (24) biweeks/year). Effective PP#25 (November) of each year, employees participating in a County offered health plan shall receive an increase in their FLEX benefits equal to the percent increases in the Kaiser family medical plan rates, but not to exceed a total FLEX benefit credit of eight hundred and twenty three dollars (\$823) a month.~~

~~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.~~

~~2. Employees not participating in a County-sponsored health care plan shall receive:-~~

~~\$465.00 per month (\$232.50 per biweek for twenty-four (24) biweeks/year).~~

~~In addition, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County-sponsored health care plan on the following basis:~~

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

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

~~This subsidy will remain in place for the duration of the MOU.~~

C. Waiving Medical Coverage.

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

~~1. _____~~

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

~~1. While qualifying employees may waive medical coverage, at least one (1) of the flexible benefit options must be taken (medical, dental, or Flexible Spending Account) to receive cash back. An employee may elect the Medical Waiver Option declining medical coverage waive health insurance for the employee and the employee's dependents with adequate proof of enrollment in other qualifying group health insurance coverage. Effective May 7, 2020, if the employee elects to waive health insurance coverage, the employee will receive a taxable cash payment as follows:~~

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

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

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

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

D. Cash Back of Flex Benefits Contributions. ~~If monies remain after deduction of elected benefits and wavier fees, said monies may be taken in cash back to the aggregate total of options selected and cash. Effective May 7, 2020, 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.~~

E. ~~-~~

F.E. Pro-rated Contributions. ~~For part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees after January 11, 1990, the prorated health insurance contribution shall become a prorated cafeteria contribution under the County of Riverside Flexible Benefits Program on the following basis:~~

Employees working twenty (20) to twenty-nine (29) hours per week, shall receive fifty percent (50%) of the applicable ~~County of Riverside Flexible B~~enefits ~~Program~~ contribution amount allotted for full-time regular employees per month per employee.

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

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

Section 32. Insurance

- A. Optical Insurance. The County agrees to provide an voluntary optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for

optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit in this MOU). An employee's option for optical insurance only does not qualify the employee for cash back.

- B. Life Insurance. The County shall provide ~~basic~~ life insurance, not to exceed one times (1x) annual salary to a maximum of fifty thousand dollars (\$50,000), to all employees covered under this MOU. Employees may also purchase additional supplement life insurance at the employee's cost with proof of insurability when applicable.

Section 34. Other Benefits

- A. Flexible Spending Accounts ("FSA"). The County agrees to provide Flexible Spending Accounts for unreimbursed Health Care Expenses (HCFSA) and Dependent Care (DCFSA) as an option under the County's flex benefit plan (cafeteria plan). Participation is voluntary for eligible employees and FSA contributions shall be paid through deductions from employee wages, paid by employee contributions.

- B. Short-Term Disability ("STD").

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.

Until employees are eligible to receive SDI benefits, the County will continue ~~agrees~~ to provide a STD plan to eligible employees except the Supervisory Unit as follows:

Until employees are eligible to receive SDI benefits, the County shall provide Class 2 STD benefits (60% of pay up to \$461.64 weekly).

- C. Long-Term Disability (LTD). The County agrees to provide an LTD plan to eligible Supervisory Unit employees. The County shall pay for the LTD benefit.

Effective the first full pay period after December 17, 2022 [December 29, 2022], the County will contribute toward the premium cost of long term disability insurance for all employees covered by this MOU.

D. Post-Employment Program. The County shall provide a Post-Employment Program wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit.

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

Section 4. Partial Benefit Nurse

~~A registered nurse in the RN-PB classifications shall not be eligible for any flexible benefit contributions nor any other benefits outlined in this MOU except CalPERS retirement, Social Security, Medicare, and disability.~~

Section 5. Special Provision on Health Insurance Plans

~~The parties agree to meet and consult during the term of this agreement under the following conditions:~~

~~If SEIU is able to procure health insurance with health providers being utilized by the County with a similar plan design, at no additional cost to the County and at a less expensive cost to the employees of Riverside County.~~

~~The parties agree to meet and consult only on the issue of offering the health insurance plan(s) procured.~~

ARTICLE 243

AGENCY SHOP

DUES DEDUCTION, COPE & INDEMNIFICATION

~~(The provisions of this Article are not applicable to employees in the Supervisory Unit)~~

~~Subject to the provisions set forth below, the County shall deduct and remit the SEIU biweekly service fees or dues, as appropriate, for fee payers/members of SEIU.~~

~~Current employees in the unit who are now SEIU members shall remain SEIU members for the period of this MOU. Employees who are hired on or after the effective date of this MOU, and are in a job classification within a representation unit of SEIU covered by this MOU, the County, in conformance with the provisions of Government Code Section 3508.5(b), shall deduct the payment of service fees to SEIU from the employees' paychecks. Furthermore, employees hired on or after July 3, 1986, shall, within thirty (30) days from the effective date of this MOU, become a member of SEIU or, pursuant to the provisions of Government Code 3508.5(b) the County shall automatically deduct the payment of service fees to SEIU from the employee's biweekly paycheck. Dues withheld by the County shall be transmitted to the SEIU Officer designated in writing by SEIU as the person authorized to receive such funds, at the address specified.~~

~~The parties agree that the obligations herein are a condition of continued employment for all unit members. The parties further agree that the failure of any unit member to remain a member in good standing of SEIU or pay the equivalent of SEIU dues during~~

~~the term of this MOU shall constitute, generally, just and reasonable cause for termination. The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.~~

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

~~Whenever a unit member shall be delinquent in the payment of dues or fees, SEIU shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Human Resources Director, or designee. In the event the unit member fails to cure said delinquency, SEIU shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws.~~

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

~~SEIU shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principle officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.~~

~~This organizational security agreement shall be null and void if rescinded by a vote of employees affected in the unit pursuant to Government Code Section 3502.5(b).~~

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

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

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

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

~~Effective January 1, 2005, all SEIU represented employees, including those hired prior to July 3, 1986, must join the Union or become "fair share" (fee) payers.~~

A. Dues Deduction

Each pay period, the County shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; gross earnings per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent to dues@seiu721.org within five (5) business days of each payday in a CSV or fixed file format that will enable SEIU to download the data in an Excel format.

Each pay period, the Union shall provide the County with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The County shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The County shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in the same format as the employee data above to dues@seiu721.org within five (5) business days of each payday.

B. Maintenance of Dues Payroll Deduction

Employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deductions made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may revoke the dues deductions within the twenty-one day period preceding the employee's date of hire anniversary during the last twelve months

of this Memorandum of Understanding, by notifying the Union of their revocation of Union dues deductions. Such notification shall be in writing and contain the following information: employee name, employee identification number, job classification, department name, bargaining unit name or number and the name of the employer from which such deductions are to be cancelled. The Union will inform the member of his/her dues deduction revocation upon request. Within ten (10) business days after the close of the withdrawal period, the Union will provide the County with the appropriate documentation to process the dues deduction revocations.

C. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The County shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the County with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the County by the next full pay period cycle.

D. Indemnification

Service Employees International Union Local 721 shall indemnify and hold the County, its elected officials, officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions herein.

ARTICLE 24 MAINTENANCE OF MEMBERSHIP (Supervisory Unit Only)

Employees in the Supervisory representation unit who are members of SEIU on June 29, 1989, shall remain members during the period covered by this MOU. Such employees may withdraw during the month of April of any year as described below.

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

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

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

ARTICLE 25 RETIREMENT

Section 1. SEIU National Industry Pension Fund (NIPF):

Effective July 1, 2010 and thereafter, the County shall no longer be required to make biweekly contributions to the SEIU NIPF on behalf of SEIU 721 represented employees.

Section 2. Public Employees's Retirement System (PERS)

A. Retirement Formulas and Calculations. ~~The percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous members of SEIU shall be determined in accordance with Sections 21353 and 21354.3 of the Public Employees Retirement Law subject to the reduction provided therein for Federal Social Security.~~

1. Tier 1 – 3% @ 60. ~~The County contracts with the California Employees' Retirement ("CalPERS") to provide the 3% at 60 retirement formula for all All "classic employees" with a hired date prior to on or before August 23, 2012 shall retain a full and modified retirement formula based upon 3% @ 60 as set forth in California Government Code Section 21354.3. For Tier 1 classic employees, the retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS as set forth in California Government Code Section 20042. Employees in Tier 1 shall pay their 8% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.~~
2. Tier 2 – 2% @ 60. ~~The County contracts with the California Employees' Retirement ("CalPERS") to provide the 2% at 60 retirement formula for all All "classic employees" with a hired date on or after August 23, 2012 shall have a modified retirement formula based upon 2% @ 60 as set forth in California Government Code Section 21353. For Tier 2 classic employees, the retirement benefit is based on the highest annual average compensation earned during the three (3) consecutive years of employment immediately preceding the effective date of his/her retirement or any other three (3) consecutive year period chosen by the employee as set forth in California Government Code Section 20037. Employees in Tier 2 shall pay their 7% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.~~

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

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Employee Contributions-

~~Any employee hired on or after November 30, 2011, or any employee who has not become vested by completing five (5) years of service as of November 30, 2011, will be required to pay the employee’s share of the contribution (EPMC), based upon their retirement formula, for the duration of their employment.~~

~~Any employee already vested after completing five (5) years of service prior to December 1, 2011, shall pay the employee’s share of the (EPMC), not to exceed eight percent (8%), in the following increments:-~~

December 1, 2011	(PP#26-2011)	3% (total of 3%)
July 12, 2012	(PP#16-2012)	3% (total of 6%)
July 11, 2013	(PP#16-2013)	2% (total of 8%)

~~B. Retirement Calculations. Effective August 23, 2012 the County amended its contract with PERS in accordance with Section 20042 and 20037 of the Public Employee Retirement Law to all retirements based upon hire date.~~

~~1. Tier I – Single Highest Year. Employees with a hire date prior to August 23, 2012 shall maintain a retirement calculation based upon the single highest year with no max cap.~~

~~2. Tier II – Three (3) Highest Year Average. Employees with a hire date on or after August 23, 2012 shall receive a retirement calculation based upon a three (3) highest year average with a ninety percent (90%) max cap (as allowed by CalPERS).~~

-
~~Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the Public Employees’ Retirement Law, an employee may elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment provided, however, that the employee must contribute an amount equal to the contribution for current and prior service that the employee and the County would have made with respect to that period of service.~~

~~Post Retirement Survivor Allowance. Pursuant to the provisions of Sections 21624 and 21626 of the Public Employees Retirement Law, an allowance may be continued to a~~

~~surviving spouse upon the death of a member after retirement.~~

Section 3. Retiree Medical Benefits

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

~~B. The parties agree to meet and confer on the issue of retiree medical benefits in July 2014. The Union agrees that AB 646 shall not apply to these discussions.~~

ARTICLE 26
SEPARABILITY

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

ARTICLE 27
JOINT LABOR/MANAGEMENT COMMITTEES

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

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 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. A Labor-Management meeting may be devoted to discussion on matters 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.

B. A Labor-Management meeting shall be for the purpose of discussion on any matter

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 CPS 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 University Health System Regional Medical Center (RUHSCRMHC)

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

The Labor Management committees shall be limited to six (6) persons per side, unless the County and SEIU mutually agreed to increase the committee participants for any one (1) or more meetings, and shall be held no fewer than once every three (3) months. It is understood and agreed that each party shall produce an agenda for discussion no later than one (1) week prior to the date of the meeting.

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.~~

ARTICLE 28
SPECIAL UNIT PROVISIONS

Section 1. Registered Nurses Unit

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

1. All positions requiring a Registered Nurse's license are required to hold a current valid license in the State of California.
2. It is a professional expectation that licenses are renewed prior to expiration. It is the employee's responsibility to maintain a current valid license. License expiration dates will be maintained by the agency or department, and employees will not be allowed to work past the expiration date of the license without proof of renewal via primary source verification.
3. Primary Source Verification:

It is acceptable to verify current licensure with the primary source via a secure electronic communication. This verification must be documented prior to the expiration date of the license.

4. Disciplinary Action:

If the employee is unable to meet the license requirements of Article ~~28~~27, Section 1(A), he/she shall not be allowed to continue working and shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) days the employee has failed to have his/her license reinstated he/she will be deemed to have applied for and obtained an additional leave of absence of up to fifteen (15) calendar days, during which the County may take action to separate employment pursuant to Article ~~44~~12.

5. Interim Permittee licenses will expire at midnight of the stated expiration period.

Section 2. Career Ladders/Assessment Boards

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

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

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

B. Nursing Education Incentive Programs.

- ~~4.~~ The County will provide up to an aggregate total of twenty-five thousand dollars (\$25,000) per year for education incentives. Nurses shall apply for reimbursement through County Human Resources.

~~1.~~

~~2.~~

- ~~3-2.~~ LVN to RN Certification. The County will establish a fiscal year fund of five thousand dollars (\$5,000) each year of the contract for the exclusive year of the contract, for the exclusive use by Licensed Vocational Nurses pursuing attainment of Registered Nurse Certification for the time frame covered by this agreement. Eligibility is restricted to those in regular positions as Licensed Vocational Nurses. The fund will be administered by the County. Based upon criteria established jointly by the County and the Union, the fund can be used for reimbursement of Tuition and Community College registration fees and books for courses applicable to the attainment of a Registered Nurse certification. Eligibility for reimbursement is contingent upon an approved course or seminar completed with, where applicable, a grade of "C" or better or "Pass" when taken on a pass/fail basis.

Section 3. Regional Park & Open Space District Unit

A. Fingerprinting

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

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

1. General Criteria.

The following general criteria shall be applied:

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

2. Possessory Interest Tax

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

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

3. Utility Charges

The ~~District-department~~ shall meter utilities (i.e. gas and/or electric) and charge employees for utilities used at the actual rate and amount. These charges shall commence immediately for those residences that have basic weather insulation and meters. Insulation needed shall be determined by the ~~District department~~. No utilities shall be charged employees until meters have been installed and basic weather insulation of the housing has been installed where applicable. If extreme costs are encountered to meter a housing unit, the ~~District-department~~ reserves the right to reopen discussions on the matter at any time. Employee will be responsible for any phone charges. In cases where the ~~District-department~~ requires phone hook-ups, the ~~District-department~~ will pay such charge.

C. Terminating District-Owned Employee Occupied Housing Agreement

The following criteria shall be applied:

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

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

~~In accordance with the MOU dated March 23, 1990, the rent for employee-occupied housing for the period commencing May 1, 1997, shall be one hundred percent (100%).~~

Section 4. Waste Resources Management District—Unit Health and Safety Requirements

A. Hepatitis B Vaccination. Upon receiving prior authorization, any employee whose regularly assigned duties require him/her to be in constant contact with landfill waste shall be granted paid time off to obtain a Hepatitis B vaccination(s). In the event the employee's health plan does not cover the cost of such vaccination, the ~~D~~department/~~D~~district shall provide the vaccination through Occupational Health or, for employees assigned to work at desert locations, through the nearest County Public Health Clinic.

~~B. Class "B" License. Effective upon adoption of this MOU, employees in all Equipment Operator classifications shall be required to hold a valid Class "B" California Driver's License. The District/County will maintain a record of the current status of employees' license.~~

~~C. License Requirement. Employees are required to provide to the Department/District a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).~~

~~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 leave of absence of up to fifteen (15) calendar days, during which the Department/District may take action to separate employment pursuant to Article 11.~~

~~D-B.~~ Worksite Clean-Up Facilities. The ~~D~~department/~~D~~district shall provide hand washing facilities at each landfill worksite, for wash up activities, with the understanding that the ~~D~~department/~~D~~district will comply with Cal OSHA requirements.

ARTICLE 29
COMPENSATION

Section 1. General ~~Wage-Salary Range~~ Increases

~~A. All employees shall receive the general wage increases (COLA's):-~~

~~June 27, 2013 (PP#15-2013) 2.0%-~~

~~June 26, 2014 (PP#15-2014) 2.0%~~

~~June 25, 2015 (PP#15-2015) 2.0%~~

~~December 24, 2015 (PP#02-2016) 2.0%~~

~~A. Effective the first full pay period on or after May 1, 2021 [(May 6, 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.~~

~~B. Effective -the first full pay period on or after May 1, 2022 [(May 5, 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.~~

~~C. Effective -the first full pay period on or after May 1, 2023 [(May 4, 2023)], the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two and one-half percent (2.5%). 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 2.5% increase to the maximum salary of the range is implemented will concurrently receive a 2.5% 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

~~A. 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.

B. Effective January 30, 2020, the Command Post and Sheriff's Communications Retention Bonuses are restored on a prospective basis to pre-imposition terms.

Employees shall receive a retention bonus under the following conditions:

~~4.~~ Command Post. All employees assigned to the Command Post shall receive a quarterly retention bonus of one thousand fifty dollars (\$1,050.00). To qualify for the quarterly bonus an employee assigned to the Command Post must work at least seventy-five percent (75%) of their regularly scheduled daily shifts during the fiscal quarter. The employee must complete their entire shift to be counted toward the seventy-five percent (75%). The retention bonus will be prorated during the first and last fiscal quarter the employee is assigned to the Command Post, assuming the employee works seventy-five (75%) percent of their regularly scheduled shifts during these quarters.

~~1.~~

~~2.~~

Sheriff Communications. Employees promoted to Senior Sheriff 911 Communications Officer or Sheriff Communications Supervisor, prior to completing the first sixty (60) months of their initial employment as a Sheriff's 911 Communications Officer I or II, shall continue to receive full compensation of all hiring/retention bonuses remaining on their sixty (60) month payment schedule pursuant to the Board of Supervisors Policy C-26 - Hiring/Retention Bonus Program.

~~3-2.~~

Section 3. Recruiting/Retention Issues

~~The County and the Union agree to meet and consult on recruiting/retention issues for classifications as they arise.~~

Section 423. Deferred Compensation—

Available to employees to make voluntary pre-tax contributions through County approved vendors up to applicable IRS and Plan limits. The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to the IRS approved maximum in any one (1) calendar year in accordance with the County's approved Deferred Compensation Plan.

Section 54. RUHS – Medical Center Registered Nursing Classification & Realignment RCRMC and Arlington Campus Registered Nurse Classifications RUHS Medical Center Registered Nurse Classifications

A. Effective March 26, 2020, 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

<u>Former</u> <u>Current Job Title</u>	<u>Current Job Code</u>	<u>New Job Title (& Post-TTC)</u>	<u>New Job Code</u>
<u>REGISTERED NURSE I</u>	<u>74036</u>	<u>REGISTERED NURSE I - SPC-T3</u> <u>(REGISTERED NURSE I – MC/CHC)</u>	<u>74039</u>
<u>REGISTERED NURSE I - SPC-T1</u>	<u>74037</u>		
<u>REGISTERED NURSE I - SPC-T2</u>	<u>74038</u>		
<u>REGISTERED NURSE I - SPC-T3</u>	<u>74039</u>		
<u>REGISTERED NURSE II</u>	<u>74040</u>	<u>REGISTERED NURSE II - SPC-T3</u> <u>(REGISTERED NURSE II – MC/CHC)</u>	<u>74043</u>
<u>REGISTERED NURSE II - SPC-T1</u>	<u>74041</u>		
<u>REGISTERED NURSE II - SPC-T2</u>	<u>74042</u>		
<u>REGISTERED NURSE II - SPC-T3</u>	<u>74043</u>		
<u>REGISTERED NURSE III</u>	<u>74044</u>	<u>REGISTERED NURSE III - SPC-T3</u> <u>(REGISTERED NURSE III – MC/CHC)</u>	<u>74047</u>
<u>REGISTERED NURSE III - SPC-T1</u>	<u>74045</u>		
<u>REGISTERED NURSE III - SPC-T2</u>	<u>74046</u>		
<u>REGISTERED NURSE III - SPC-T3</u>	<u>74047</u>		
<u>REGISTERED NURSE IV</u>	<u>74048</u>	<u>REGISTERED NURSE III - SPC-T3</u> <u>(REGISTERED NURSE III – MC/CHC)</u>	<u>74047</u>
<u>REGISTERED NURSE IV - SPC-T1</u>	<u>74049</u>		
<u>REGISTERED NURSE IV - SPC-T2</u>	<u>74050</u>		
<u>REGISTERED NURSE IV - SPC-T3</u>	<u>74051</u>		
<u>REGISTERED NURSE V</u>	<u>74052</u>	<u>REGISTERED NURSE III - SPC-T3</u> <u>(REGISTERED NURSE III – MC/CHC)</u>	<u>74047</u>
<u>REGISTERED NURSE V - SPC-T1</u>	<u>74053</u>		
<u>REGISTERED NURSE V - SPC-T2</u>	<u>74054</u>		
<u>REGISTERED NURSE V - SPC-T3</u>	<u>74055</u>		
<u>ASST NURSE MGR</u>	<u>74023</u>	<u>ASST NURSE MGR - SPC-T3</u>	<u>74026</u>
<u>ASST NURSE MGR - SPC-</u>	<u>74024</u>		

<u>T1</u>		<u>(ASST NURSE MGR – MC/CHC)</u>	
<u>ASST NURSE MGR - SPC-T2</u>	<u>74025</u>		
<u>ASST NURSE MGR - SPC-T3</u>	<u>74026</u>		

Pre Hospital Liaison Nurse

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

Nursing Education Instructor

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

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 maximum 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 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 anniversary date shall not change for all other employees who were not at the ~~top~~ ~~step~~ maximum of the salary range in their former classification for at least one year.

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 March 26, 2020, the following classifications shall be technical title changed to reflect the consolidated specialty tiers.

<u>Title Post-Restructure</u>	<u>New Title After Clean Up</u>
<u>Registered Nurse I – SPC-T3</u>	<u>Registered Nurse I – MC/CHC</u>
<u>Registered Nurse II – SPC-T3</u>	<u>Registered Nurse II – MC/CHC</u>
<u>Registered Nurse III – SPC-T3</u>	<u>Registered Nurse III – MC/CHC</u>
<u>Assistant Nurse Manager – SPC-T3</u>	<u>Assistant Nurse Manager – MC/CHC</u>
<u>Pre Hospital Liaison Nurse – SPC T1</u>	<u>Pre Hospital Liaison Nurse</u>
<u>Nursing Education Instructor – SPC-T3</u>	<u>Nursing Education Instructor</u>
<u>Nurse Practitioner I – RCRMC</u>	<u>Nurse Practitioner I – MC/CHC</u>
<u>Nurse Practitioner II – RCRMC</u>	<u>Nurse Practitioner II – MC/CHC</u>
<u>Nurse Practitioner III – RCRMC</u>	<u>Nurse Practitioner III – MC/CHC</u>
<u>Nurse Practitioner III – RCRMC SPC T1</u>	<u>Nurse Practitioner III – RCRMC SPC T1 (D)</u>

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 effective March 26, 2020:

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:

<u>Current Annual</u>	<u>Proposed Annual</u>
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<u>\$68,859 - \$128,236</u>	<u>\$81,942 - \$128,236</u>
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Salary Adjustment of approximately 11% to the minimum of the salary range.

Nursing Education Instructor:

<u>Current Annual</u>	<u>Proposed Annual</u>
<u>\$65,721 - \$117,635</u>	<u>\$80,837 - \$117,635</u>

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

Health System Nurse Case Manager I:

<u>Current Annual</u>	<u>Proposed Annual</u>
<u>\$66,101 - \$95,808</u>	<u>\$75,390 - \$101,077</u>

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:

<u>Current Annual</u>	<u>Proposed Annual</u>
<u>\$76,460 - \$110,874</u>	<u>\$80,988 - \$116, 972</u>

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

Institutional Nurse:

<u>Current Annual</u>	<u>Proposed Annual</u>
<u>\$71,059 - \$111,735</u>	<u>\$81,677 - \$113,437</u>

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

Senior Institutional Nurse:

<u>Current Annual</u>	<u>Proposed Annual</u>
<u>\$61,679 - \$123,670</u>	<u>\$88,114 - \$123,670</u>

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

Supervising Institutional Nurse:

<u>Current Annual</u>	<u>Proposed Annual</u>
<u>\$64,708 - \$133,206</u>	<u>\$96,579 - \$133,206</u>

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, an employee experiences an actual loss in their normal wages (base salary plus the specialty care, 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 wages (base salary plus specialty care, 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.

A. ~~Effective February 9, 2012 all RCRMC and Arlington Campus Registered Nurse classifications received an across the board increase of approximately 8.21%.~~

~~Due to this wage increase, no additional step/merit increase will be granted on the employee's anniversary date starting June 28, 2012 (PP#15-2012) through June 26, 2013 as would normally be allowed under the provisions of Article 5 Section 1(F).~~

~~Effective June 27, 2013 (PP#15-2013) and continuing thereafter, employees in these classifications shall be entitled to step/merit increases as allowed under the provisions of Article 5 Section 1(F) and (G).~~

~~Additionally, these classifications shall not receive the one (1) additional salary step added to their salary ranges in PP#15-2012 as would normally be allowed under the provisions of Article 29 Section 6(A)(1). However, these classifications shall receive the one (1) additional salary step added to their salary ranges in PP#15-2014 as allowed under the provisions of Article 29 Section 6(A)(2).~~

~~This will be accomplished by classifying the RCRMC and Arlington Campus Registered Nurse classifications listed below:~~

<u>Assistant Nurse Manager</u>	<u>Registered Nurse I</u>
<u>Nursing Education Instructor</u>	<u>Registered Nurse II</u>
<u>Nurse Practitioner I</u>	<u>Registered Nurse III</u>
<u>Nurse Practitioner II</u>	<u>Registered Nurse IV</u>
<u>Nurse Practitioner III</u>	<u>Registered Nurse V</u>
<u>Pre Hospital Liaison Nurse</u>	

~~Effective March 8, 2012 (PP#07-2012), the County created new Specialty Care classifications for the following classifications working in designated critical care units:~~

<u>Assistant Nurse Manager</u>	<u>Nursing Education Instructor</u>
<u>Registered Nurse I</u>	<u>Nurse Practitioner I</u>
<u>Registered Nurse II</u>	<u>Nurse Practitioner II</u>
<u>Registered Nurse III</u>	<u>Nurse Practitioner III</u>
<u>Registered Nurse IV</u>	<u>Pre Hospital Liaison Nurse</u>

Registered Nurse V

~~B. the County created new Specialty Care classifications for the aforementioned Registered Nurses in Critical Care Units. These classifications had their existing critical care differentials, which were increased by twenty five percent (25%), rolled into their base pay as follows:~~

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

Tier I Registered Nurse Specialty Care T1	Critical Care Differentials
Adult Critical Care Unit (ACCU) (Includes Wound Care Nurses) Emergency Dept./Trauma Services (Includes Pre Hospital Liaison Nurse) Neonatal Intensive Care Unit (NICU) Labor and Delivery Pediatric Intensive Care Unit (PICU) Post Anesthesia Recovery Unit (PACU) SART	\$5.00
Tier II Registered Nurse Specialty Care T2	
Conscious Sedation Nurses Operating Room Chemotherapy PICC (Vascular Access Nurses) Progressive Care Unit (PCU) Psychiatry	\$3.75
Tier III Registered Nurse Specialty Care T3	
Pediatrics PICC (Vascular Access Nurses) Psychiatry RCRMC Detention Care Unit (DCU)	\$2.50

~~If an employee in the above classifications is unable to meet the requirements of Article 4, Section 3(E) and Article 28, Section 1(A) he/she shall not be allowed to continue working and disciplinary action shall be instituted in accordance with Article 11 this MOU.~~

~~C. Effective June 28, 2012 (PP#15-2012), all Registered Nurses at RCRMC and Arlington Campus with three (3) or more years of service received an approximate increase of 2.71%.~~

~~D. For the purpose of this section only, the reclassification provisions of Article 56, Section 7 do not apply and the employees' anniversary dates shall not change.~~

~~Section 6. Additions to Salary Ranges~~

~~A. Added Top Salary Steps Incumbents at the top step of their salary ranges for at least one (1) year on the effective dates shall immediately receive the increases.~~

~~1. One (1) salary step will be added to the top of all salary ranges June 28, 2012 (PP#15-2012).~~

~~2. One (1) salary step will be added to the top of all salary ranges June 26, 2014 (PP#15-2014).~~

~~B. Added Lower Salary Steps Effective December 29, 2011 two (2) lower salary steps were added to all SEIU classifications.~~

~~Section 7. Advanced Grade Recognition~~

~~Employees with five (5) years or more of continuous service as of March 1, 2012 and at the top step of their respective salary range shall receive the following payments:~~

~~1. March 8, 2012 (PP#07-2012) Single payment of one thousand dollars (\$1,000.00).~~

~~2. January 10, 2013 (PP#03-2013) Single payment of one thousand dollars (\$1,000.00).~~

ARTICLE 30
PARITY STUDIES

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 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.~~

~~Parity issues can be discussed in the appropriate labor management committee meetings; however, the parties agree to meet and confer on the issue in July 2014.~~

~~The Union agrees that AB 646 shall not apply to these discussions.~~

Section 2. Salary Compaction

~~If during the term of this agreement, the maximum base salary of a supervisor's salary grade/plan for their classification is less than five and one-half percent (5.5%) of the~~

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.

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 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.

~~During the term of this agreement, the maximum base salary of a supervisory classification shall be maintained at a minimum rate of five and one half percent (5.5%) above that 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.~~

~~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.~~

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 so that the deficiency of less than 5.5% in the maximum base salary of the supervisory classification is corrected.

~~A. Salary Adjustments due to Compaction. Supervisory classifications requiring salary adjustment due to compaction will be adjusted as follows:~~

- ~~a. Classifications with 0.01% — 2.70% compaction will have one (1) additional step added to the top of their salary ranges.~~
- ~~b. Classifications with 2.71 — 5.42% compaction will have two (2) additional steps added to the top of their salary ranges.~~
- ~~c. 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.~~

~~Incumbents of any supervisory classification that are not at the maximum step of the salary range prior to any adjustments due to compaction and whose classification adds new steps to the salary range under the guidelines set forth in (a) or (b) above shall remain at their current step until their regular step increase date and following the provisions for step advances set forth in Article 5 Section 1.~~

~~The parties agree to meet on a yearly basis to discuss and identify any SEIU represented supervisory classification impacted by the salary increases provided in the 2012 — 2016 LIUNA MOU.~~

~~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.~~

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 this Article.~~

~~Section 3. — Reclassification Study — Accounting Technicians—~~

~~The County and Union agree to meet and consult by January 1, 2011 to identify which~~

~~employees within Accounting Technician series may need to be reclassified based upon their job duties and requirements.~~

~~In particular, the County and Union shall discuss employees which are currently classified as an Accounting Technician I or II or Accounting Technician Supervisor and assigned exclusively to the Sheriff's Department. These employees are under the security mandates of a "classified employee" and as part of their normal job duties are required to supervise other employees as well as write, prepare and manage budgets. The parties agree to meet and consult on the need to combine these employees into a single classification of a Sheriff's Accounting Technician within the Supervisory Unit.~~

ARTICLE 31 UNION RIGHTS

Section 1. Bulletin Boards

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

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

Section 2. Separate Payroll Deduction and Time Reporting Codes

- A. Insurance. The County agrees to provide SEIU with one (1) separate payroll deduction code for insurance related deductions.
- B. Release Time. The County agrees to provide SEIU with two (2) separate payroll codes for union related release time. The County shall provide SEIU with monthly reports on the use of the UNSEU time reporting code (TRC), by employee name, county employee identification number, job class title and department.
 - 1. The following payroll code shall be established for use:
 - a. UNSER – Release Time to be reimbursed by SEIU Local 721
 - 2. All requests for release time by the union shall be processed by the County within a reasonable time from receipt of the request.
 - 3. Employees granted release time under this article shall not suffer any loss in compensation for actual hours released.
 - 4. The County shall provide the union with a total count of SEIU represented employees, for all bargaining units covered under this MOU, calculated from the first full pay period in January and July of each year. The aggregate total

of the time bank for each calendar year shall be established from the average of these two (2) total employee counts.

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

~~Section 3. Communication Access~~

~~A. workforceExchange. The website shall be made available to SEIU for communications with its members.~~

~~B. Payroll Leaflets: SEIU shall be permitted, once each quarter [every three (3) months] to distribute a notice of membership and related meetings to its represented employees with their County paychecks. The content of the leaflet is subject to prior approval by the Human Resources Director or designee.~~

Section 43. Worksite Access

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

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

~~Section 5. Consensus~~

~~The existing County Charter consensus provision of the County Labor/Management Committee shall be applicable to the SEIU bargaining unit specific Labor/Management Committee.~~

Section 64. 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 ~~twenty (20)~~ ten (10) minutes per represented employee per calendar year. Time spent training Stewards in the grievance procedure through the providing of release time to prepare for grievances/administrative interviews and Skelly hearings, will be charged to this Article/Section. The parties agree that up to fifty percent (50%) of this bank may be used for Steward activities.

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

Section 75. Stewards

Except as set out below, SEIU may elect or appoint one (1) Steward in each County ~~D~~department/~~D~~district, one (1) additional Steward in departments/~~districts~~ with more than two hundred (200) SEIU members, and one (1) additional Steward in departments/~~districts~~ with more than five hundred (500) SEIU members in more than ten (10) geographical locations.

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

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

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

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

Section 86. New Employee Orientation

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

Section 97. SEIU Training Fund

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

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

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

Section 408. Release Time for SEIU Local 721 Regional Council Meetings

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

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

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

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

Section 449. Release Time for SEIU Local 721 Executive Board Meetings

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

Section 4210. Release Time for the President of SEIU Local 721

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

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

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

Section 11. 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.

ARTICLE 32 RUHS LOW CENSUS STAFFING (MEDICAL CENTER ONLY)

Section 1. Low Census

Due to a low census in a critical care/specialty unit, RUHS may relieve 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. 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.

Section 2. Reduction in Staff

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

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

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

Section 3. Involuntary Low Census Day

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

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

ARTICLE 32
BOARD POLICY C-29 – POLL WORKERS

~~The Board of Supervisors has adopted a policy encouraging County employees to serve as election officers. Employees desiring to volunteer their services as election officers shall apply for such service and coordinate their application in accordance with Board Policy C-29 Use of County Employees as Election Officers.~~

ARTICLE 33
FURLOUGH PROGRAM

Section 1. — Mandatory Furloughs

~~The mandatory furlough program ended on June 30, 2010 for all employees in SEIU-721 bargaining units.~~

Section 2. — Voluntary Furloughs

~~Employees will be permitted to take voluntary furlough time in accordance with Board of Supervisors Policy C-31. As indicated in Policy C-31, supervisors and managers are encouraged to approve these requests unless operational needs preclude them from doing so. However, voluntary furloughs will not be granted if they will result in the need for another employee to work overtime to perform the duties that would otherwise be completed by the furloughed employee or otherwise result in net loss of County revenue.~~

Section 3. — Restrictions

~~Supervisors may not direct employees to work during the period of a furlough.~~

Section 4. — Holidays

~~Furlough hours taken before or after a paid holiday will not affect payment for the holiday unless the employee specifically requests to voluntarily furlough the holiday as well. Additionally an employee, subject to department/district approval, may take furlough hours adjacent to other forms of paid leave.~~

Section 5. — County Benefits

~~Employees on furlough will be allowed to maintain the same level of County contributions for flexible credit allowance, as well as continuation of their other employee benefit plans. They will retain their work status for benefit purposes. Furlough hours will have no effect on the following benefits:~~

- ~~*—Flexible benefit allowance~~
- ~~*—Medical/dental/vision/life insurance eligibility and coverage~~
- ~~*—Rate of differential and premium pay that is included in the compensation base for PERS pension calculation, except to the extent that they are based on the actual number of hours worked. This includes bilingual pay, shift differentials, etc.~~

~~Furlough hours will not cause a break in service or a reduction in employees' service credit for the purposes of seniority, probationary period, or anniversary date/merit salary adjustment.~~

Section 6. — Payroll Issues

~~A special time entry code will be established to capture all furlough hours taken off, and to facilitate continuation of seniority, health and retirement benefit accruals, contributions, and payments. Employer taxes and withholdings will be calculated based on the actual hours worked and benefits received.~~

~~Participation in the furlough program will reduce the employee's immediate take-home pay. In scheduling furlough times the department/district head or designee should attempt to ensure that employees will continue to receive adequate wages to cover their normal payroll deductions (e.g., tax withholdings, deferred compensation contributions, SEIU dues, life insurance, etc.).~~

~~Section 7. Workload~~

~~The County acknowledges and recognizes that as a result of the furlough less work may be performed and that certain delays and/or reductions in service may result. Work expectations shall be commensurate with the reduced schedule.~~

ARTICLE 334
FAIRNESS AGREEMENT

Section 1. Fairness with LIUNA

If, during the term of this MOU, LIUNA is given a higher valued ~~step~~merit 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. During the term of this MOU, SEIU members shall receive the same across the board wage and/or benefit increases that LIUNA members receive.~~

~~It is understood and agreed, however, that this provision does not apply to the restoration of any previously negotiated or imposed considerations including but not limited to wages, flexible benefits contributions, 401(a) contributions, step (merit) increases or any other term and/or condition of employment that had been deferred, imposed or negotiated in prior or future LIUNA MOU's.~~

~~SEIU understands that the County is currently seeking pension reform with all bargaining units and to that end it understands that any agreement or imposition of the terms of how pension reform is taken shall not trigger this fairness agreement.~~

~~It is understood and agreed that this clause shall not be triggered in the event the County provides single or multi-class economic considerations for designated job classes including but not limited to issues concerned with:~~

- ~~1. Recruitment/Retention~~
- ~~2. Compaction~~
- ~~3. Parity (internal/external)~~

~~Section 2. Fairness with Management Resolution on Flexible Benefit Contribution~~

~~Effective PP#25 (November) of each year, employees participating in a County offered health plan shall receive an increase in their FLEX benefits equal to the percent increases in the Kaiser family medical plan rates, but not to exceed a total FLEX benefit credit of eight hundred and twenty three dollars (\$823) a month.~~

~~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.~~

ARTICLE 334
INTERNAL PARITY/REALIGNMENT

Registered Nurse Series

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

Old Classification (Job Code)	New Classification (Job Code)
Registered Nurse I (73951)	Registered Nurse I — RCRMC (74036)
Registered Nurse II (73952)	Registered Nurse II — RCRMC (74040)
Registered Nurse III (73953)	Registered Nurse III — RCRMC (74044)
Registered Nurse IV (73991)	Registered Nurse IV — RCRMC (74048)
Registered Nurse V (73992)	Registered Nurse V — RCRMC (74052)

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

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

Assistant Nurse Manager

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

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

	(74023)
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~~The step placement of bargaining unit employees in the Assistant Nurse Manager classification who have been at the top step of the salary range for at least one (1) year shall be at the rate which is two (2) steps higher than that paid on the range of the former position, where the new range is able to accommodate the increase. The anniversary date following this realignment shall be the first day of the pay period following the completion of six (6) months in a paid status, not including overtime, in the new classification.~~

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

Registered Nurse Series Consolidation and Technical Title Change

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

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

A. Health Care Social Worker

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

<u>FormerOld Classification (Job Code)</u>	<u>New Classification (Job Code)</u>
<u>Health Care Social Worker (79824)</u>	<u>Children's Social Services Worker V (79810)</u>

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

The step placement of bargaining unit employees in the Health Care Social Worker

classification who have not been at the top step of the salary range for at least one (1) year shall be at the rate nearest to, but not below, their current rate of pay. The anniversary date shall not change.

B. Medical Social Worker

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

<u>Former Classification (Job Code)</u>	<u>New Classification (Job Code)</u>
<u>Medical Social Worker I (79834)</u>	<u>Children's Social Services Worker V (79810)</u>
<u>Medical Social Worker II (79832)</u>	<u>Children's Social Services Worker V (79810)</u>

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

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

C. Social Services Worker Series

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

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

<u>Social Services Supervisor I – Blythe (79877)*</u>	<u>Children's Social Services Supervisor I (79811)</u>
<u>Social Services Supervisor II – Blythe (79887)*</u>	<u>Children's Social Services Supervisor II (79812)</u>

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

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

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

D. Children's Social Services Worker Series

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

<u>Former Classification (Job Code)</u>	<u>New Classification (Job Code)</u>
<u>Children's Social Services Worker III (79808)</u>	<u>Children's Social Services Worker V (79810)</u>
<u>Children's Social Services Worker IV (79809)</u>	<u>Children's Social Services Worker V (79810)</u>
<u>Children's Social Services Worker III – Blythe (79826)*</u>	<u>Children's Social Services Worker V (79810)</u>
<u>Children's Social Services Worker IV – Blythe (79827)*</u>	<u>Children's Social Services Worker V (79810)</u>
<u>Children's Social Services Worker V – Blythe (79828)*</u>	<u>Children's Social Services Worker V (79810)</u>
<u>Children's Social Services Supervisor I – Blythe (79829)*</u>	<u>Children's Social Services Supervisor I (79811)</u>
<u>Children's Social Services Supervisor II – Blythe (79830)*</u>	<u>Children's Social Services Supervisor II (79812)</u>

The step placement of bargaining unit employees in the Children's Social Services Worker III-IV, Children's Social Services Worker III-V – Blythe, Children's Social Services Supervisor I-II, and Children's Social Services Supervisor I-II – Blythe classifications who have been at the top step of the salary range for at least one (1) year shall be at the rate

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

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

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

E. Social Worker Series Consolidation and Technical Title Change

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

<u>Former Title (Job Code)</u>	<u>New Title (Job Code)</u>
<u>Social Services Worker I (79873)</u>	<u>Social Services Practitioner I (79873)</u>
<u>Social Services Worker II (79874)</u>	<u>Social Services Practitioner II (79874)</u>
<u>Children's Social Services Worker V (79810)</u>	<u>Social Services Practitioner III (79810)</u>
<u>Children's Social Services Supervisor I (79811)</u>	<u>Social Services Supervisor I (79811)</u>
<u>Children's Social Services Supervisor II (79812)</u>	<u>Social Services Supervisor II (79812)</u>

The resulting consolidated Social Worker series is as outlined:

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

F. Social Worker Classification Inactivation

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

<u>Classification (Job Code)</u>
<u>Health Care Social Worker (79824)</u>
<u>Medical Social Worker I (79834)</u>

<u>Medical Social Worker II (79832)</u>
<u>Medical Social Worker Supervisor (79833)</u>
<u>Social Services Worker III (79875)</u>
<u>Social Services Worker IV (79876)</u>
<u>Social Services Worker V (79878)</u>
<u>Social Services Supervisor I (79879)</u>
<u>Social Services Supervisor II (79880)</u>
<u>Social Services Worker III – Blythe (79898)</u>
<u>Social Services Worker IV – Blythe (79897)</u>
<u>Social Services Worker V – Blythe (79896)</u>
<u>Social Services Supervisor I – Blythe (79877)</u>
<u>Social Services Supervisor II – Blythe (79887)</u>
<u>Children's Social Services Worker III (79808)</u>
<u>Children's Social Services Worker IV (79809)</u>
<u>Children's Social Services Worker III – Blythe (79826)</u>
<u>Children's Social Services Worker IV – Blythe (79827)</u>
<u>Children's Social Services Worker V – Blythe (79828)</u>
<u>Children's Social Services Supervisor I – Blythe (79829)</u>
<u>Children's Social Services Supervisor II – Blythe (79830)</u>

Appendix A

UNIT/TEAM/Specialty	CRITICAL & SPECIALTY CARE REQUIREMENTS
<u>ED</u> Emergency	CCC, ACLS, Triage Certification, <u>CPI</u> Management of Assaultive Behavior (MAB) , PALS/ENPC, <u>and MICN*</u> (MICN is to be obtained within the first two (2) years of hire or three (3) years if a new graduate—during this time employee is eligible for critical care premium but not MICN premium)
<u>ICU</u> ACCU	CCC, ACLS, Hemodynamic Monitoring
OR	Operative Room Certification (<u>RUHSCRMG</u>) or CNOR (either every five (5) years)
PACU	CCC, ACLS
L&D	ACLS, NRP, Fetal Monitoring, <u>Advanced Fetal Monitoring every two (2) years</u>
NICU	High Risk Neonate Parts 1 & 2, NRP
Trauma Services	ATCN, — /TNCC, ACLS and PALS
PICU	CCC, — for <u>Pediatrics</u> , Basic Pediatric Course, PALS and Hemodynamic Monitoring
<u>PCU</u> Intermediate Care Unit (Unit 2500)s	CCC, <u>Clinical Management of Cardiac Dysrhythmias</u> , — and ACLS; LVNs require: CCC and IV Certification
<u>PCU Overflow (Unit 3100)</u>	<u>CCC, Clinical Management of Cardiac Dysrhythmias, ACLS</u>
Chemotherapy	Chemotherapy Course (<u>RUHSCRMG</u>)
Psychiatry	Management of Assaultive Behavior (MAB) <u>CPI</u> , Specialized LPS Legal in-service training by in-house staff/County Counsel/Public Defender, Fifty-one Fifty (5150) Designation Training, Six (6) months of Psychiatric Nursing experience <u>and Non-Violent Crisis Intervention</u>
<u>Special Procedure Nurses</u> Conscious Sedation Nurses	BLS, ACLS, PALS, Completion of <u>RCRMG—RUHS</u> Conscious Sedation Course
<u>SAFESART</u>	ACLS, PALS, <u>CPI</u> MAB , Sexual Assault Forensic Examiner Training <u>thirty-five (35)</u> (35) hours or greater, C <u>completion</u> of in-house forty (40) hour Forensic Nurse Examiner preceptor program. Must be able to work as independent examiner.
<u>Unit 4100</u>	<u>NIHSS Certification</u>
<u>OB</u>	<u>Intermediate Fetal Monitoring every two (2) years</u>
<u>DCU</u>	<u>CPI</u>
<u>PICC Team</u>	<u>BLS, ACLS, PALS and PICC Line Insertion Competency</u>

<u>Minimally-Invasive Diagnostic Registered Nurse</u>	<u>ACLS, PALS and critical care or emergency nursing educational program within most recent three (3) years and two (2) years telemetry, critical care or emergency nursing experience</u>
<u>Correctional Health Unit/Correctional Care Health Professional</u>	<u>Two (2) years correctional nursing experience</u>
<u>Cath Lab</u>	<u>ACLS, and any one of the following: 2 years of Cath Lab or IR (Interventional Radiology) experience, 2 years of ICU experience, CCC certification, RCIS (Registered Cardiovascular Intensive Specialist) or RCES (Registered Cardiac Electrophysiology Specialist)</u>

“ACLS” – Advanced Coronary Life Support

“APLS” – Advanced Pediatric Life Support

“ATCN” – Advanced Trauma Care Nursing

“BLS” – Basic Life Support

“CCC” – Critical Care Course

“CNOR” – Certified Nurse Operating Room

“CPI” – Crisis Prevention Training

“ENPC” – Emergency Nurse Pediatrics Course

~~“MAB” – Management of Assaultive Behavior~~

“MICN” – Mobile Intensive Care Nursing

“NIHSS” – National Institutes of Health Stroke Scale

“NRP” – Neonatal Resuscitation Program

“PALS” – Pediatric Advanced Life Support

“TNCC” – Trauma Nurse Core Curriculum