

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



ITEM: 3.18
(ID # 19253)

MEETING DATE:
Tuesday, July 12, 2022

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approval of the Tentative 2022 - 2024 Agreement between the County of Riverside and Service Employees International Union, Local 721 Per Diem Unit, All Districts; and amend Ordinance No. 440 pursuant to Resolution No. 440-9274 submitted herewith. [Total Cost \$20,208,113, with a Ongoing Cost of \$8,008,772, 99% Departmental Budgets, 1% NCC]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the 2022 – 2024 Tentative Agreement between Service Employees International Union, Local 721 Per Diem Unit (SEIU) and the County of Riverside (Attachment "A").
2. Amend Ordinance No. 440 pursuant to Resolution No. 440-9274.

ACTION:

Michael Bowers

Michael Bowers, Assistant HR Director

6/29/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9274 is adopted as recommended.

Ayes: Jeffries, Spiegel, Washington and Hewitt
Nays: None
Absent: Perez
Date: July 12, 2022
xc: HR

Kecia R. Harper
Clerk of the Board
By: *[Signature]*
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	\$7,576,606	\$8,008,772	\$20,208,113	\$8,008,772
NET COUNTY COST	\$82,534	\$87,242	\$220,132	\$87,242
SOURCE OF FUNDS: 99% Departmental Budgets, 1% Net County Cost (NCC)			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Service Employees International Union, Local 721 represents approximately 600 per diem status County employees in various departments. The Board previously agreed to an approximate 4-year Memorandum of Understanding (MOU) with the SEIU Per Diem Unit spanning from August 2015 through November 2019. The parties have been engaged in negotiations on a successor MOU since October of 2019 and on April 18, 2022, by mutual agreement, the parties entered into this Tentative Agreement. The terms of the Agreement do not exceed the parameters given by the Board of Supervisors. The County was notified on June 17, 2022 that the Tentative Agreement was ratified by a vote of the membership.

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

- The term of the new agreement is from the date of Board approval through November 30, 2024 to coincide with the term end date agreed to for the SEIU General Unit.
- Salary rates for the SEIU Per Diem classifications shall be benchmarked to the max rate of their SEIU General classification counterpart, unless the Per Diem rate is currently higher than the SEIU General counterpart. This includes increases granted to SEIU General Unit classifications during the period in which the parties reached Tentative Agreement and until Board approval of the Tentative Agreement.
- Effective the first full pay period after May 1, 2023, the hourly rate of all classifications will increase by 2.5%.
- Effective the third full pay period following Board approval, employees will receive a one-time payment of \$500.
- Effective one year following the first \$500 payment, employees who have continuously been employed for one year or longer as a per diem employee will receive an additional one-time payment of \$500.
- Scaling Shift Differential:
 - 2% premium for employees working 2+ shifts a pay period.
 - 5% premium (3% additional) for employees working 4+ shifts a pay period.

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

- Various adjustments to differentials to mirror the SEIU General MOU including, but not limited to:
 - Standby Duty
 - Shift Differentials
 - Specialty Care and Critical Care Differentials
 - Advanced Care Nurse Differentials
 - NICU Transport Differential
 - Registered Nurse Specialized Team Differentials
 - Charge Nurse Differential
- Various Classification Restructures to mirror SEIU General Unit including, but not limited to:
 - Registered Nurse Restructure for RUHS – MC/CHC.
 - Social Services Practitioner Restructure.
 - Institutional Nurse Restructure.
- Sampling of other items addressed in the agreement:
 - 16-hour cap on maximum hours worked in a day.
 - Employees to commit to working two primary and two secondary hard to fill shifts, for a total of four hard to fill shifts per year (i.e., holidays).
 - Clarification of preceptor duties.
- Miscellaneous clean up items.

Impact on Residents and Businesses

No impact to residents or businesses.

Additional Fiscal Information

The MOU is projected to cost \$7,573,542 for the balance of this fiscal year. Below are the projected costs itemized (compounded over the life of the contract). The projected ongoing cost of the contract is \$8,008,772.

	Projected Costs
Pay Increases and Range Additions:	\$ 15,757,452
Scaling Shift Differential (2%/5%):	\$ 2,672,139
Mirror Differentials to SEIU General:	\$ 1,178,522
Initial \$500 Lump Sum Payment:	\$ 300,000
Second \$500 Lump Sum Payment:	\$ <u>Up to 300,000</u>
Total	\$ 20,208,133

The Net County Cost (NCC) impact for this MOU was determined by calculating the percentage of per diem staff represented by each department and applying their department specific NCC accordingly, extrapolated over the term of the Agreement.

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

ATTACHMENT:

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



Meghan Hahn, Senior Management Analyst 6/29/2022

1 RESOLUTION NO. 440-9274

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on July 12, 2022, that pursuant to Section 3(a)(iv) of Ordinance No. 440, the
5 Director of Human Resources is authorized to amend the Class and Salary Listing of Ordinance No. 440,
6 operative the beginning of the second full pay period following approval, as follows:

7

8 <u>Job Code</u>	<u>+/-</u>	<u>Class Title</u>	<u>Salary Plan/Grade</u>
9 57735	+	Registered Nurse I - MC/CHC – Per Diem	SEPD 112
10 57736	+	Registered Nurse II - MC/CHC – Per Diem	SEPD 112
11 57737	+	Registered Nurse III - MC/CHC – Per Diem	SEPD 112
12 57738	+	Social Services Practitioner I – Per Diem	SEPD 112
13 57739	+	Social Services Practitioner II – Per Diem	SEPD 112
14 57740	+	Social Services Practitioner III – Per Diem	SEPD 112

15
16 ROLL CALL:

17
18 Ayes: Jeffries, Spiegel, Washington and Hewitt
19 Nays: None
20 Absent: Perez

21
22
23 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
24 Supervisors on the date therein set forth.

25 KECIA HARPER, Clerk of said Board

26
27 By: _____ Deputy

28 /kc
07/07/2022
440 Resolutions\KC

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25 KECIA HARPER, Clerk of said Board

26
27 By: 
Deputy

28 /kc
07/07/2022
440 Resolutions\KC

7.12.2022 3.18

MEMORANDUM OF UNDERSTANDING

2022 – 2024

COUNTY OF RIVERSIDE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

PER DIEM UNIT

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ARTICLE 1
TERM

Section 1. Term

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Service Employees International Union, Local 721, (hereinafter referred to as SEIU) as the Exclusive Employee Organization for employees in the representation unit described under Article 2, Recognition. This MOU shall become effective upon the first day of the first full pay period following the date of its adoption by the County's Board of Supervisors July 12, 2022, to midnight, November 30, 2024

Section 2. Successor Agreement

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

ARTICLE 2
RECOGNITION

This MOU shall apply only to persons employed in the following classifications within the Per Diem bargaining unit and any future represented Per Diem classifications that may be added, deleted or modified via side letter. The following classifications are currently in the Per Diem Unit:

- A. Per Diem classifications equivalent to classifications in the regular SEIU Para-Professional Unit
- B. Per Diem classifications equivalent to classifications in the regular SEIU Professional Unit
- C. Per Diem classifications equivalent to classifications in the regular SEIU Registered Nurses Unit

ARTICLE 3
EMPLOYMENT STATUS

Section 1. At-Will Status

Employees shall serve at the pleasure of the department head and shall not be entitled to any review procedure upon dismissal. Upon dismissal, an employee shall be entitled to a Name Clearing Hearing as specified in Section 2 of this Article.

Section 2. Name Clearing Hearing

When the County decides to dismiss an employee, the County shall notify the employee of its decision in writing. Within ten (10) working days of receipt of said notice, the employee may request a Name Clearing Hearing with the Human Resources Director or designee. The employee will be allowed to be accompanied by a Union Representative at the hearing. The employee shall not be entitled to the calling or cross examination of witnesses during the hearing. It is agreed and understood there shall be no expectation of the County to revise its decision to dismiss an employee.

An employee shall not be entitled to a Name Clearing Hearing in the event of a reassignment.

ARTICLE 4

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-Milias-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 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.

ARTICLE 5
MANAGEMENT RIGHTS

The following rights and functions are vested exclusively in the County:

- A. To determine the mission of each of its departments, institutions, boards and commissions, pursuant to law.
- B. To set standards of service to be offered to the public.
- C. To exercise control and discretion over its own organization and operations.
- D. To direct and discharge its employees in accordance with the law, ordinances and regulations and this MOU.
- E. To relieve its employees from duty because of lack of work or for other legitimate reasons. Unit employees may be relieved from active duty without pay at any time it is determined that the patient census is such that their services are not immediately necessary.
- F. To determine the methods, means and personnel by which its operations are to be conducted, including the performance thereof by contract, and to determine workloads and staffing patterns.
- G. To prescribe the qualifications for employment and determine whether they are met.
- H. To establish and enforce safety measures to protect employee and/or the public.

- I. To take all other action except as clearly and expressly otherwise provided for by this MOU or the Employee Relations Resolution.

ARTICLE 6
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

- A. Pay Period. The pay period shall be fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act (“FLSA”) workweeks. Work weeks will comply with the FLSA.
- B. Work Schedule. Employees covered under this MOU shall report their availability to be scheduled to work, at a minimum, two (2) weekend shifts and two (2) weekday shifts per month. This minimum may be modified upon agreement of the employee and the department director, manager, supervisor or designee.

Prior to January 1 of each calendar year (or within 5 business days after the employee’s first start date during a calendar year), employees shall also report their availability to be scheduled to work on four dates from the following table. The employee should choose two dates from the list of Primary Dates and two dates from the list of Secondary Dates per calendar year.

If the employee is hired and starts work on or after July 1 of their first calendar year and before Thanksgiving of their first calendar year, the employee should choose one date from the list of Primary Dates and two dates from the list of Secondary Dates for the first calendar year of employment.

If the employee is hired and starts work on or after Thanksgiving of their first calendar year the employee does not need to identify any dates from this table for the remainder of the first calendar year of employment.

Primary Dates	Secondary Dates
January 1, New Year’s Day	January 2, when it falls on a Friday
Mother’s Day	Third Monday in January, Martin Luther King, Jr. Birthday
Last Monday in May, Memorial Day	Super Bowl Sunday
July 4, Independence Day	February 12, Lincoln Birthday
First Monday in September, Labor Day	Third Monday in February, Washington Birthday
Fourth Thursday in November, Thanksgiving Day	Second Monday in October, Columbus Day
Friday following Thanksgiving	Halloween

Primary Dates	Secondary Dates
December 24, Christmas Eve	November 11, Veteran's Day
December 25, Christmas	December 26, when it falls on a Friday
December 31, New Year's Eve	

Nevertheless, employees may be required to work during such hours as necessary to carry out the duties of their positions, as designated by the department head or designee, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. For the purposes of this provision, a weekend shift is defined as a single shift occurring on or after 3:00 p.m. Friday and ending on or before 7:00 a.m. Monday.

SEIU agrees that the County 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.

- C. Posting of Work Schedule. The County shall post work schedules at least two (2) weeks in advance. Once posted, the schedule shall not be changed without prior mutual agreement of the unit supervisor and employee. Insofar as practicable, the County shall update posted work schedules as changes occur.

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. Overtime shall be paid for FLSA non-exempt employees at one and one-half (1½) times their regular rate of pay for all hours approved and actually worked over forty (40) hours in a FLSA workweek.
- B. Authorization for Overtime Work. No employee shall work overtime unless authorized 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.
- C. Departmental Records. Each department head or designee 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 workweek.

The initial record, any secondary records, such as a summary of the workweek 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 accordance with the County's applicable records retention schedule.

- D. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The County Auditor Controller shall maintain the record of overtime at one and one-half (1½) times such actual hours.

Section 3. Premium Pay

All premium pay provided under this Section shall be compensated only for time actually worked in the assigned premium capacity.

- A. Standby Duty — General. When placed by the department head or designee specifically on standby duty, an employee shall be paid one-eighth (1/8) of the employees' base rate of pay for each hour of standby duty in addition to the regular salary standby assignment. Standby 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.
- B. Call-Back Pay. An employee called back to work, whether or not he/she is in standby duty status, shall receive minimum credit for one (1) hour's work at the employee's 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 time has been worked by the employee. Call-back pay does not include time commuting to and from work.

If the employee may perform call-back work remotely, without the employee being required to physically report to a County site, then the employee will be paid in quarter-hour increments for all time worked while remotely responding to the call. For example, if the employee remotely completes the performance of work in twenty-five (25) minutes, the employee will be paid thirty (30) minutes for the remote call-back.

Notwithstanding any other provision, time actually worked on call-back shall be counted toward the calculation of overtime requirement.

C. Shift Differentials

1. Applicability of Shift Differentials. Shift differentials do not apply to sick leave or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Employees who work between the hours of 7:00 A.M. to 6:00 P.M. shall not be entitled to a shift differential, unless otherwise provided herein.

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

- Physician I, II, III and IV – Per Diem

2. Evening Shift — General. Employees who perform work between the hours of 6:00 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 6:00 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:

Note: 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].

Exceptions:	Rate:
(a) Employees in the Per Diem classifications of: <ul style="list-style-type: none"> • Cardiac Sonographer • Electroencephalographic Technician • Electroencephalographic Technician Registered • Occupational Therapist I and II • Physical Therapist I and II • Radiologic Specialist • Radiologic Technologist • Respiratory Care Practitioner I and II Registered ♦ • Respiratory Technician ♦ 	\$1.00 per hour ♦ For employees in these classifications the evening premium starts at 5:00 P.M.

Exceptions:	Rate:
(b) Employees in the Per Diem classifications set out below working for the RUHS (excluding Behavioral Health and Public Health): <ul style="list-style-type: none"> • Licensed Vocational Nurse I, II and III • Licensed Psychiatric Technician • Surgical Technician 	\$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).
(c) Employees in the classification set out below working for the RUHS (excluding Behavioral Health and Public Health) <ul style="list-style-type: none"> • Physician Assistant 	\$1.60 per hour
(d) Employees in the Per Diem classifications set out below working at the RUHS clinic (non-Community Health Clinic): <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V 	\$1.60 per hour NOTE: Evening premium starts at 5:00 P.M. for employees in these classifications working at the RUHS outpatient clinic (excluding Behavioral Health and Public Health).
(e) Employees in the Per Diem classifications of: <ul style="list-style-type: none"> • Clinical Lab Scientist • Clinical Pharmacist • Pharmacist 	\$1.70 per hour
(f) Employees in the Per Diem classifications set out below working for the RUHS (excluding Behavioral Health, Public Health, ITF, ETS, and outpatient clinics): <ul style="list-style-type: none"> • Clinical Therapist II --Detention • Institutional Nurse • Nurse Practitioner I, II and III • Registered Nurse I, II, III, IV and V 	\$2.00 per hour
(g) Employees in the Per Diem classifications set out below working at the RUHS ITF and ETS: <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V 	\$4.00 per hour
(h) Employees in the Per Diem classifications 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.

Note: 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].

Exceptions:	Rate:
(a) Employees in the Per Diem classifications set out below: <ul style="list-style-type: none"> • Cardiac Sonographer • Licensed Vocational Nurse I, II • Licensed Psychiatric Technician • Surgical Technician • Respiratory Care Practitioner I and II Registered • Respiratory Technician • Radiologic Specialist • Radiologic Technologist • Electroencephalographic Technician • Electroencephalographic Technician Registered 	\$1.55 per hour
(b) Employees in the Per Diem classifications set out below working for the RUHS (excluding Behavioral Health and Public Health): <ul style="list-style-type: none"> • Licensed Vocational Nurse III • Physician Assistant 	\$2.45 per hour
(c) Employees in the Per Diem classifications set out below working at the RUHS outpatient clinic (non-Community Health Clinic): <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V 	\$2.45 per hour
(d) Employees in the Per Diem classification set out below: <ul style="list-style-type: none"> • Pharmacist 	\$2.75 per hour
(e) Employees in the Per Diem 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 RUHS (excluding Behavioral Health and Public Health): <ul style="list-style-type: none"> • Clinical Lab Scientist • Clinical Therapist II • Registered Nurse I, II, III, IV and V • Institutional Nurse 	\$5.00 per hour

Exceptions:	Rate:
(g) 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

D. Registered Nurse License to Practice.

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 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. If the employee is unable to meet the license requirements of this Section, the employee shall be terminated from employment.

E. Special Assignments. All employees assigned to a specialty or critical care area as a primary unit must meet the unit certification requirements, unless otherwise indicated.

1. 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.
 - a. 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 Unit (“Unit 2500”), Chemotherapy, Special Procedure Nurses, Sexual Assault Response Team (“SART”), BERT Team, Code Team, Cath Lab, Wound Team, Diabetes Management Team, Throughput Nurse Team, GI Lab, Same-Day Surgery, PCU (“Unit 3100”), Obstetrics (“OB”), Detention Care Unit (“DCU”), Minimally-Invasive Diagnostic Registered Nurse, Correctional Health Unit, and Psychiatry. Course requirements for each of these units are set forth in Appendix B 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.

- b. 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 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.

- c. 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 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.

d. Respiratory Critical/Specialty Care.

1. 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

2. 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.

2. Registered Nursing Specialty Care & Critical Care Differentials.

a. 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.

- b. Registered Nursing Specialty Care Differential. 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.

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
Special Procedures (IR Nurse)

- c. Registered Nursing Critical Care Differential. 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. 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.

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

- d. Advanced Care Nurse. Employees in the Registered Nurse III classification assigned to the RUHS Medical Center or CHC who are appointed by the Professional Development Council to work as an Advanced Care Nurse I or an Advanced Care Nurse II shall receive the following Advanced Care Nurse differential for all hours worked as an Advanced Care Nurse:
- Advanced Care Nurse I - \$3.00 per hour
 - Advanced Care Nurse II - \$5.50 per hour
- e. NICU Transport Differential. 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

f. Specialized Team Differential. 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);
- BERT Team
- Code Team

g. 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:

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

1. 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

- a. Current California RN license
- b. Current ACLS Certification
- c. Current PALS or ENPC Certification
- d. A minimum of 800 hours of emergency department nursing

- e. Verification of successful completion of dysrhythmia class
 - f. Demonstrates good critical thinking skills
 - g. Demonstrates good verbal skills
 - h. Maintains at minimum a satisfactory performance evaluation
 - i. No attendance issues (e.g., placement on medical certification)
 - j. No disciplinary action
 - k. PHTLS (highly preferred)
 - l. TNCC or ATCN (either one highly preferred but not required)
2. 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.

3. 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.

4. 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.

3. Charge Assignments

- a. 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.
1. 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.
 2. 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.
 3. 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.
 4. 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.
- b. 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.

4. Forensic Behavioral Health

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:

- Senior Clinical Psychologist
- Clinical Psychologist
- Registered Nurse I, II, III
- Clinical Therapist I and II
- Senior Clinical Therapist
- Recreational Therapist

5. Training/Preceptor. A Per Diem employee in the designated classifications who is assigned to perform as a preceptor shall receive additional compensation as provided in the table below. Preceptor pay shall not be included in the regular base rate of pay for the purpose of calculating overtime compensation.

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.

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

When the determined period of time is completed, the designated Per Diem employee may act as a mentor; however, such mentorship shall not qualify for Preceptor Pay. Per Diem employees will not be eligible for preceptor pay to work with or orient non-County staff, students, or registry personnel. Notwithstanding any other provision, any Respiratory Care Practitioner II Registered, when assigned to precept students, shall be paid preceptor pay for time actually worked in the preceptor assignment.

(a) working for an RUHS campus: • Registered Nurse I, II, III, IV, V*	\$5.00 per hour
(b) working at RUHS Operating Room: • Licensed Vocational Nurse I and II† • Surgical Technician	\$1.00 per hour
(c) working at RUHS - MC: • Radiologic Specialist I and II • Respiratory Care Practitioner II Registered	\$1.00 per hour

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

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

6. Shift Schedule Premium

Employees who work two (2) – three (3) shifts in a given Pay Period shall receive a two-percent (2%) differential paid at the employee’s base hourly rate of pay for all hours actually worked for that Pay Period.

Employees who work four (4) or more shifts in a given Pay Period shall receive an additional three-percent (3%) differential paid at the employee’s base hourly rate of pay for all hours actually worked for that Pay Period.

7. Holiday Premium Pay

Any Per Diem Unit employee who is assigned and actually works on a County observed holiday shall be paid at the rate of one and one half times the employee’s base rate of pay for the hours actually worked.

County holidays shall only include:

- 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 Day
December 24 and 31, when they fall on Monday
December 25, Christmas Day
December 26 and January 2, when they fall on a Friday

ARTICLE 7 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 unit 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 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. Employment and selection decisions;
 - 4. Appeals to the Accident Review Committee;
 - 5. Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;
 - 6. 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 dismissal of a Per Diem employee.

Section 3. Freedom from Reprisal

No employee shall be subject to coercion or dismissal for discussing a request or complaint with their unit 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 representing the Per Diem bargaining unit. 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 to recognize more than one (1) representative for the 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 7, Section 2.

Section 6. Presentation

All grievance petitions shall be filed within fifteen (15) working days after the discussion with the unit supervisor. 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 the union on behalf of 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 the union on behalf of multiple employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

Section 8. Resolution

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

Section 9. Withdrawal

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

Section 10. Time Limits

Grievance petitions shall be processed from one (1) step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

Section 11. Resubmission

Upon consent of the person hearing the grievance petition and the union, 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 13 (B) and (C) shall apply.

Section 12. Extension of Time

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

Section 13. Steps

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

- A. Discussion with Unit 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, or ten (10) business days after any grievant is aware, or reasonably should have become aware of the conditions precipitating the

grievance, discuss the matter with the unit 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. Failing to resolve the grievance with the unit supervisor, the union on behalf of the grievant shall submit a grievance petition to the Human Resources Department within fifteen (15) business days following the date of the informal discussion with the unit supervisor. The Human Resources Department shall forward the petition to the grievant's Temporary Assignment Program designee. The Temporary Assignment Program designee, shall meet with the grievant, the grievant's representative and the unit supervisor within fifteen (15) business days of the submission of the petition. No later than fifteen (15) business days thereafter, the Temporary Assignment Program designee shall render a written decision.
- C. Step 2. Failing to resolve the grievance at Step 1, the union on behalf of the grievant shall submit a written request to the Human Resources Director, or designee, for review within ten (10) business days following the receipt of the written Step 1 decision. The Human Resources Director or designee shall meet with the grievant and the grievant's representative to discuss the grievance. No later than ten (10) business days thereafter the Human Resources Director, or designee, shall render a written decision setting forth the finding of fact, reasoning, conclusion and remedy, if any.
- D. The Step 2 decision shall be final and binding unless the Union requests grievance mediation pursuant to Section 14 of this Article.

Section 14. Grievance Mediation

Within ten (10) working days from the date the Human Resources Director or designee renders a written decision the Union may request the assistance of a mediator from the State Mediation and Conciliation Service to settle the grievance. A mediator shall be selected by the striking method unless the parties mutually agree upon a specific mediator.

It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by the parties. The final agreement shall be binding on all parties. In the event the parties are unable to reach settlement, the decision rendered at Step 2 of the grievance procedure shall be final and binding, and shall not be subject to arbitration.

ARTICLE 8
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. 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.

C. 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 9
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. Time Reporting Code

- A. Release Time. The County agrees to provide SEIU with one (1) payroll code for union related release time.
- B. All requests for release time by the union shall be processed by the County within a reasonable time from receipt of the request.
- C. Employees granted release time under this article shall not suffer any loss in the base rate of pay for actual hours released that the employee would have otherwise reported to work. Compensation for release time shall not include payment of shift differentials or any premium pay provided under Article 6. No employee shall receive paid release time for any hours or any day for which the employee was not otherwise required to work.
- D. 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.
- E. Release time under this Article shall be granted upon reasonable advance notice to the County. For the purposes of this Article, reasonable notice is considered at least four (4) weeks prior to the date of the planned activity.

Employees agree to make a good faith effort to have their shifts covered in order to attend planned activities without impairing County services or operations. The County may deny the request if the employee's absence would negatively affect County services or operations. In such cases, the union agrees to waive the right to grieve the denial of release time.

- F. The County will not unreasonably withhold permission to release employees for planned union activity.

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 the 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. Stewards

Except as set out below, SEIU may elect or appoint two (2) Stewards in the Per Diem unit. The Stewards must be a representative from RUHS-MC and the Department of Mental Health, exclusively.

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, collective bargaining, administrative interviews, and other duties consistent with the representational rights granted by the *Meyers-Milias-Brown Act*. Stewards shall not be permitted to request preparation time pursuant to this Article. A Steward will not absent him/herself from his/her work without first obtaining the permission of the Department. To obtain permission the Union shall identify the following in the release time request to Human Resources: 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.

Section 5. New Employee Orientation

The County shall provide SEIU written notice to the Worksite Organizer (WSO) at the email address SEIU provides to the County, and to membership@seiu721.org of both County-wide and department-level new employee orientations, no matter how few participants, and whether in person or online, every pay period, except if there is an urgent need that is critical to the County's operations that was not reasonably foreseeable.

SEIU will be allowed to participate and present for no more than 20 minutes during new employee orientation. Alternatively, in the event that a new employee participates in orientation that is self-service (i.e. individual review of policies on-line, etc.), then SEIU will be provided with the employee's cell phone number and e-mail provided to the County, and be allowed time within the first sixty days of their employment to have a union orientation discussion not to exceed 15 minutes during the employee's work time.

No representative of management shall be present during the Union's presentation. Release time shall be granted for one steward to participate in the new employee orientations.

For purposes of this section "new hires" shall be defined to include any employee new to SEIU 721 per diem unit.

Section 6. 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 10 ANTI-STRIKE CLAUSE

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

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

ARTICLE 11 COMPENSATION

Section 1. Compensation Schedule

Employees shall receive the base rate of pay assigned to the classification in which the employee is employed as set forth in Appendix A (Compensation Schedule) as attached and incorporated by reference. The Compensation Schedule, and any adjustments to overtime and premium pay in Article 6, shall be effective the first day of the second full pay period following approval of this MOU by the Board of Supervisors.

All unit members who are employed by the County as of the first day of the first full pay period after Board of Supervisors approval of this Agreement will receive a one-time

lump sum stipend of five hundred dollars (\$500.00). The stipend will be paid no later than three full pay periods after Board of Supervisors approval of this Agreement.

Unit members who have been employed by the County for at least one full year after the first stipend payment referenced above and who are employed by the County as of the first day of the first full pay period that the stipend is paid will receive a one-time lump sum stipend of five hundred dollars (\$500.00). The stipend will be paid no later than the second full pay period after the one year period is complete.

Effective the first full pay period on or after May 1, 2023, the pay rate for classifications covered by this MOU shall be increased by two and one-half percent (2.5%).

The Human Resources Director retains the discretionary authority to order increases to the rate of pay during the term of this MOU to address unanticipated recruitment and retention needs within specific classifications. SEIU shall be provided notice before such rate increase(s) go into effect and will be granted the opportunity to meet and consult regarding said increase(s). Except as provided herein, there shall be no pay/salary increases during the term of this MOU.

Section 2. Classification Consolidations

Effective the first day of the second full pay period following approval of this MOU by the Board of Supervisors:

Employees in the classification of Registered Nurse I – PD and working for the RUHS-MC or CHCs shall be reclassified to the classification of Registered Nurse I – MC/CHC – PD. Employees in the classification of Registered Nurse II – PD and working for the RUHS-MC or CHCs shall be reclassified to the classification of Registered Nurse II – MC/CHC – PD. Employees in the classifications of Registered Nurse III – PD , Registered Nurse IV - PD and Registered Nurse V - PD and working for the RUHS-MC or CHCs shall be reclassified to the classification of Registered Nurse III – MC/CHC – PD. These are new Per Diem classifications.

Former Registered Nurse IV and V Per Diem employees shall be eligible for the applicable Advanced Care Nurse differentials upon reclassification.

Employees in the classifications of Medical Social Worker I – PD and Medical Social Worker II – PD shall be reclassified to Social Services Practitioner II – PD and Social Services Practitioner III – PD. These are new Per Diem classifications.

Employees in the classifications of Institutional Nurse I – PD and Institutional Nurse II – PD shall be reclassified to the classification of Institutional Nurse III – PD. The title of the Institutional Nurse III – PD shall be title changed to Institutional Nurse – PD.

The title of the Pharmacist – PD classification shall be title changed to Clinical Pharmacist – PD.

Section 3. Retirement

Employees shall participate in the County of Riverside 401(a) Temporary and Part-Time Employees' Retirement Plan. Employees are required to contribute 3.75% of eligible earnings into the Plan each pay period. The County shall contribute an annual percentage based on, at a minimum, the actuarial valuation for that year.

ARTICLE 12
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 13
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 labor management committees shall be limited to six (6) persons per side 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.

ARTICLE 14
PER DIEM STATUS TO REGULAR STATUS

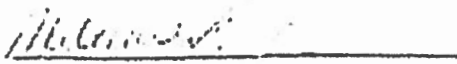
The County shall provide employees in the Per Diem Unit who have applied for and who meet the recruiting requirements for a full-time regular SEIU represented classification an opportunity to interview prior to interviewing candidates not employed

by the County. The County shall consider performance, qualifications, and level of experience with the County as provided by the Per Diem applicant.

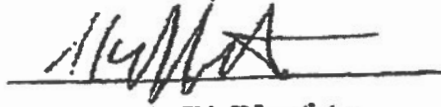
SIGNATURE PAGE

County of Riverside

SEIU Local 721



Melanie Chaney, Chief Negotiator



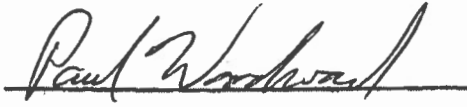
Steve Koffroth, Chief Negotiator



Clorissa Cacho



Clare Mutyaba



Paul Woodward



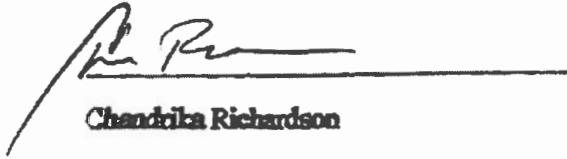
Yadira Fuerte



Aaron Cyr



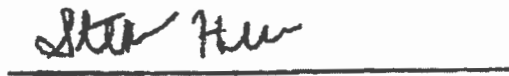
Jenessa Cusack



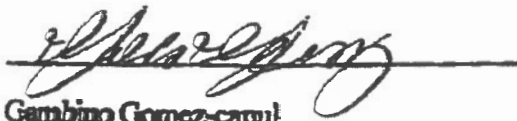
Chandrika Richardson



Noreen Somontan



Stephen Hill



Gambino Gomez-camul

APPENDIX A

PER DIEM COMPENSATION SCHEDULE

Title	Job Code	Per Diem Pay Rate
CARDIAC SONOGRAPHER - PD	98739	\$42.20
CLINICAL LABORATORY SCIENTIST - PD	98702	\$60.50
CLINICAL PHARMACIST - PD	73612	\$83.00
CLINICAL PSYCHOLOGIST - PD	79712	\$42.10
CLINICAL THERAPIST I - PD	79741	\$37.87
CLINICAL THERAPIST II - PD	79743	\$42.10
DENTIST - PD	73899	\$80.14
DIETETIC TECHNICIAN - PD	57743	\$28.91
DIETITIAN I - PD	78317	\$35.17
DIETITIAN II - PD	78318	\$44.32
ELECTROENCEPHALOGRAPHIC TECHNOLOGIST -	98762	\$33.87
ELECTROENCEPHALOGRAPHIC TECHNOLOGIST,	98763	\$35.74
EXERCISE PHYSIOLOGIST - PD	73477	\$36.55
GRADUATE SPEECH-LANGUAGE PATHOLOGIST -	73418	\$42.55
INSTITUTIONAL NURSE - PD	74065	\$55.89
LICENSED PSYCHIATRIC TECHNICIAN - PD	57746	\$25.74
LICENSED VOCATIONAL NURSE I - PD	57757	\$35.90
LICENSED VOCATIONAL NURSE II - PD	57754	\$37.99
LICENSED VOCATIONAL NURSE III - PD	57765	\$40.20
NURSE PRACTITIONER I - PD	73987	\$79.97
NURSE PRACTITIONER II - PD	73988	\$91.97
NURSE PRACTITIONER III - PD	74067	\$97.03
NUTRITIONIST - PD	78352	\$35.84
OCCUPATIONAL THERAPIST I - PD	73443	\$54.79
OCCUPATIONAL THERAPIST II - PD	73437	\$56.05
OCCUPATIONAL THERAPY ASSISTANT - PD	57768	\$38.90
PHYSICAL THERAPIST ASSISTANT - PD	57769	\$38.90
PHYSICAL THERAPIST I - PD	73448	\$54.79
PHYSICAL THERAPIST II - PD	73447	\$56.05
PHYSICIAN ASSISTANT FELLOWSHIP - PD	73844	\$26.52
PHYSICIAN ASSISTANT I - PD	73842	\$79.97
PHYSICIAN ASSISTANT II - PD	73973	\$91.97
PHYSICIAN ASSISTANT III - PD	73843	\$97.03
PHYSICIAN I - PD	73782	\$86.81
PHYSICIAN II - PD	73806	\$100.80
PHYSICIAN III - PD	73807	\$106.32
PHYSICIAN IV - PD	73808	\$112.14
PUBLIC HEALTH MICROBIOLOGIST I - PD	78746	\$40.70
PUBLIC HEALTH MICROBIOLOGIST II - PD	78747	\$44.78
PUBLIC HEALTH PHYSICIAN I - PD	73811	\$71.40
PUBLIC HEALTH PHYSICIAN II - PD	73812	\$76.50
PUBLIC HEALTH PHYSICIAN III - PD	73813	\$85.91
RADIOLOGIC SPECIALIST I - PD	98735	\$41.79
RADIOLOGIC SPECIALIST II - PD	98732	\$49.01
RADIOLOGIC TECHNOLOGIST I - PD	98719	\$43.36
RADIOLOGIC TECHNOLOGIST II - PD	98722	\$47.58

Title	Job Code	Per Diem Pay Rate
REGISTERED NURSE I - MC/CHC - PD	New	\$51.09
REGISTERED NURSE I - PD	73957	\$45.82
REGISTERED NURSE II - MC/CHC - PD	New	\$60.83
REGISTERED NURSE II - PD	73990	\$48.34
REGISTERED NURSE III - MC/CHC - PD	New	\$68.93
REGISTERED NURSE III - PD	73958	\$52.36
REGISTERED NURSE IV - PD	74062	\$55.24
REGISTERED NURSE V - PD	74063	\$58.27
RESPIRATORY CARE PRACTITIONER I, REGISTRY	98758	\$36.05
RESPIRATORY CARE PRACTITIONER II,	98759	\$43.00
RESPIRATORY CARE TECHNICIAN - PD	98750	\$25.07
SOCIAL SERVICES PRACTITIONER I - PD	New	\$27.43
SOCIAL SERVICES PRACTITIONER II - PD	New	\$35.41
SOCIAL SERVICES PRACTITIONER III - PD	New	\$40.92
SPEECH-LANGUAGE PATHOLOGIST - PD	73419	\$56.09
SR CLINICAL PSYCHOLOGIST - PD	79716	\$44.42
SR THERAPIST - PD	13887	\$59.17
SURGICAL TECHNICIAN - PD	57759	\$30.02

APPENDIX B

COURSE REQUIREMENTS FOR SPECIALTY CARE OR CRITICAL CARE

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