

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



ITEM: 3.56
(ID # 21835)

MEETING DATE:
Tuesday, June 27, 2023

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: CalPERS Adoption of Resolutions Nos. 2023-139 and 2023-140 Stating Current Employer Paid Member Contribution Percentages for CalPERS, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2023-139 for the Reduction of Employer Paid Member Contributions (Management/Confidential/Unrepresented and RCDDAA) (Attachment A);
2. Adopt Resolution No. 2023-140 for the Reduction of and Reporting the Value of Employer Paid Member Contributions LEMU) (Attachment B); and
3. Direct the Clerk of the Board to provide three (3) copies of each final, approved resolution to Human Resources for distribution.

ACTION:Policy


Michael Bowers, Assistant HR Director 6/5/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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 Gutierrez
Nays: None
Absent: None
Date: June 27, 2023
xc: H.R.

Kimberly A. Rector
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: N/A | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 22/23 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In compliance with Government Code Section 20691 and Section 20636(c)4 and pursuant to Section 20691 and 20692, CalPERS is requiring contracting all agencies to adopt new resolutions if Employer Paid Member Contributions (EPMC) is zero percent for all members. Employer paid member contribution is where the County paid the employee contribution towards CalPERS benefits.

The employees commenced paying the entire share of member contributions for the Management, Confidential, and Unrepresented on June 27, 2013 and for the Riverside County Deputy District Attorneys Association on March 21, 2021. For the Law Enforcement Management Unit (LEMU), the County ceased paying employee contributions on July 10, 2014. Since the employer paid member contributions is zero percent, CalPERS request new resolutions and the date the employer contributions reduced to zero.

These resolutions state the current Employer Paid Member Contribution percentages that were previously determined and adopted by the Board of Supervisors and the respective employee groups on the dates mentioned above. By adopting these resolutions, the Board of Supervisor makes no new changes to any Employer Paid Member Contribution percentages; it merely expresses the current percentages and adoption dates in resolution form as required by CalPERS.

Impact on Residents and Businesses

There is no direct impact to residents or private businesses in the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

ATTACHMENT:

- A.** Resolution No. 2023-139 (Attachment A) For the Reduction of Employer Paid Member Contributions (Management/Confidential/Unrepresented and RCDDAA)

- B.** Resolution No. 2023-140 (Attachment B) For the Reduction of and Reporting the Value of Employer Paid Member Contributions (LEMU).

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

Kristine Bell-Valdez
Kristine Bell-Valdez, Supervising Deputy County Counsel 6/13/2023

2
3 RESOLUTION NO. 2023-139

4
5 RESOLUTION OF THE BOARD OF SUPERVISORS OF
6 THE COUNTY OF RIVERSIDE FOR THE REDUCTION OF EMPLOYER PAID MEMBER
7 CONTRIBUTIONS (MANAGEMENT/CONFIDENTIAL/UNREPRESENTED AND RCDDAA)
8

9 WHEREAS, the governing body of the County of Riverside has the authority to implement
10 Government Code Section 20691;

11 WHEREAS, the governing body of the County of Riverside (CalPERS ID 5982690295) has
12 a written labor policy or agreement which specifically provides for the percentage of normal member
13 contributions to be paid by the employer;

14 WHEREAS, one of the steps in the procedures for Section 20691 is the adoption by the
15 governing body of the County of Riverside of a resolution to reduce said Employer Paid Member
16 Contributions (EPMC) as agreed upon in the Memorandum of Understanding for Riverside County Deputy
17 District Attorneys Association and in the Management Resolution;

18 WHEREAS, the governing body of the County of Riverside has identified the following
19 conditions for the purpose of its election to reduce EPMC:

20 • This benefit shall apply to all employees covered by the Exempt Management,
21 Management, Confidential, and Other Unrepresented Employees Resolution and all employees covered by
22 the Memorandum of Understanding with the Riverside County Deputy District Attorneys Association.

23 • This benefit shall consist of paying 0% of the normal member contributions as
24 EPMC.

25 • The effective date of this Resolution shall be June 27, 2013, for Exempt
26 Management, Confidential, and Other Unrepresented Employees and March 21, 2021, for the Riverside
27 County Deputy District Attorneys Association;
28

FORM APPROVED COUNTY COUNSEL
BY MCT 31 MAY 23 DATE
MICHAEL C. THOMAS

1 NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors
2 of the County of Riverside, in regular session assembled on June 27, 2023, that the Board elects to pay zero
3 EPMC to the employee groups identified above and commencing on the effective dates as set forth above
4 in the recitals.

5
6 ROLL CALL:

7 Ayes: Jeffries, Washington, Spiegel, Perez and Gutierrez
8 Nays: None
9 Absent: None

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

12 KIMBERLY A. RECTOR, Clerk of said Board

13 By:  _____
14 Deputy

15 06.27.2023 3.56
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2
3 RESOLUTION NO. 2023-140

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5 RESOLUTION OF THE BOARD OF SUPERVISORS OF
6 THE COUNTY OF RIVERSIDE FOR THE REDUCTION OF AND REPORTING THE VALUE OF
7 EMPLOYER PAID MEMBER CONTRIBUTIONS (LEMU)
8

9 WHEREAS, the governing body of the County of Riverside has the authority to implement
10 Government Code Section 20636(c)(4) pursuant to Sections 20691 and 20692;

11 WHEREAS, the governing body of the County of Riverside (CalPERS ID 5982690295) has
12 a written labor policy or agreement that specifically provides for the normal member contributions to be
13 paid by the employer and reported as additional compensation;

14 WHEREAS, one of the steps in the procedures to implement Section 20691 and 20692 is the
15 adoption by the governing body of the County of Riverside of a resolution to reduce the value of said
16 Employer Paid Member Contributions (EPMC) as agreed upon in the Memorandum of Understanding for
17 the Law Enforcement Management Unit;

18 WHEREAS, the governing body of the County of Riverside has identified the following
19 conditions for the purpose of its election to reduce the payment of EPMC;

- 20 • This benefit shall apply to all employees of Law Enforcement Management Unit.
- 21 • This benefit shall consist of paying 0% of the normal contributions as EPMC and
22 reporting the same percent (value) of compensation earnable (excluding Government Code Section
23 20636(c)(4)) as additional compensation.
- 24 • The effective date of this resolution is July 10, 2014.

25 NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors
26 of the County of Riverside, in regular session assembled on June 27, 2023, that the governing body of the
27 County of Riverside elects to pay zero EPMC and report zero as the value of EPMC, as set forth above.

28 06.27.2023 3.56

FORM APPROVED COUNTY COUNSEL
BY MCT 31MAY23
MICHAEL C. THOMAS DATE

2
3 RESOLUTION NO. 2023-140

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE FOR
5 THE REDUCTION OF AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER
6 CONTRIBUTIONS (LEMU)

7
8 ROLL CALL:

9
10 Ayes: Jeffries, Washington, Spiegel, Perez and Gutierrez

11 Nays: None

12 Absent: None
13
14

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

17
18 KIMBERLY A. RECTOR, Clerk of said Board

19
20 By:  _____

21 Deputy

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23 06.27.2023 3.56
24
25

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

642



FROM: Human Resources Department

SUBMITTAL DATE:
November 20, 2012

SUBJECT: Exempt Management, Management, Confidential, and Other Unrepresented Employees Pay for Performance Recommendation and Adoption of Resolution No. 2012-243 and amend Ordinance 440 pursuant to Resolution No. 440-8916 submitted herewith.

RECOMMENDED MOTION: That the Board of Supervisor's adopt Resolution No. 2012-243 for Exempt Management, Management, Confidential, and Other Unrepresented Employees and amend Ordinance No. 440 pursuant to Resolution No. 440-8916 to expand and modify the Executive Performance Recognition Plan to include Unrepresented Management job classifications.

BACKGROUND: During FY 2012/13 the Board of Supervisors approved long-term Memoranda of Understanding (MOU) for all collective bargaining groups, and salary and benefit adjustments for Confidential and Other Non-Management Unrepresented employees thereby achieving budget certainty and labor peace.

Barbara A. Olivier
Barbara A. Olivier
Asst. County Executive Officer/Human Resources Director

| | | | | |
|-----------------------|-------------------------------|------------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 795,029 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 198,757 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 340,593 | For Fiscal Year: | 2012/13 |

| | | |
|--|----------------------------------|--------------------------|
| SOURCE OF FUNDS: Departmental Budgets | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Ivan M. Chand*
Ivan M. Chand 11/20/2012

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-8916 is adopted as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 27, 2012
xc: HR

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3.42; 6/12/2012

District: All

Agenda Number:

3.12

Policy Policy

Consent Consent

Dep't Recomm.:
Per Exec. Ofc.:

Departmental Concurrence

Form 11 –Performance Recognition Plan

November 20, 2012

Page 2

Attachment “A” provides a high level summary of the salary and benefit adjustments for each group. For unrepresented management employees the Board has expressed a desire for the implementation of a pay-for-performance system as a means of incentivizing high performance and the attainment of the organization’s objectives.

In response, the Human Resources Department analyzed various pay-for-performance plans and as a result recommends the modification and expansion of the County’s current Executive Performance Recognition Plan (EPRP) as an appropriate pay-for-performance vehicle for those managers as well.

The EPRP currently applies to employees who serve At-Will to the Board of Supervisors or the County Executive Officer, and to employees who serve At-Will to County agency/department heads; excluding those who report to elected officials. Currently, other unrepresented management employees are not eligible to participate in the EPRP. This recommendation amends Section 3.11 of the Management Resolution; it expands eligibility, modifies the terms and conditions of the program, and renames the program to the Performance Recognition Plan (PRP).

Eligibility:

Eligibility is expanded to all unrepresented employees who are in leadership positions and who manage other employees or programs and have significant influence on the achievement of organizational objectives. Elected officials continue to be ineligible for the PRP, but eligibility is expanded to the staff of elected officials. Sheriff, District Attorney, and other unrepresented attorney executive management job classifications that received pay increases in the July 31, 2012 Agenda Board items #3.26 and #3.29 are not eligible for the PRP; their eligibility will be reviewed in FY 2014/15.

The PRP will be comprised of the following groups: 1) employees who serve At-Will to the County Executive Officer (CEO) or to the Board of Supervisors; 2) employees who serve At-Will to agency/department heads including elected departments; and 3) all other eligible unrepresented management employees (newly eligible). Attachment B lists all PRP eligible job classifications.

Annual Performance Appraisals & Salary Adjustments:

If the recommendation is approved, agency/department heads will communicate PRP performance objectives in writing to eligible employees as soon as administratively possible, but no later than January 31, 2013. Newly eligible employees will receive the standard anniversary increase (2.71%) this year and each year thereafter until they reach the regularly assigned top step of their salary range. The first PRP appraisals for newly eligible employees who have reached the regularly assigned top step of their salary range will be in the fall of 2013, and annually thereafter. All current EPRP eligible employees will be evaluated by the County Executive Officer by year end 2012 and will be eligible for PRP salary adjustments. All PRP salary adjustments will be made annually based on performance and funding availability. Employees who receive a sub-standard performance evaluation may, at the discretion of the CEO, or his designee be subject to a salary reduction of up to two steps, or approximately 5.5 percent of pay.

The performance recognition program will connect individual performance to organizational goals and incentivize achievement using key leadership competencies. The CEO, in collaboration with agency/department heads will identify critical Lominger Leadership Competencies (a leadership development tool) of Results Orientation, Strategic Agility, and Managing Relationships as the key competencies to be utilized. The competencies selected may be revised from time to time.

Performance Recognition Pay Program Structure:

Under the recommended plan, the salary range of job classifications for newly eligible employees will be increased by five steps (each step is approximately 2.71 percent) for PRP pay. The salary range for employees who serve At-Will to agency/department heads will be increased to nine PRP steps. The salary range for employees who serve At-Will to the CEO or to the Board of Supervisors is not being changed and will remain at fourteen PRP steps.

Monitoring:

The Human Resources Department, in collaboration with the Executive Office and agency/department heads, will closely monitor the PRP program for effectiveness and report back to the Board with additional recommendations and program modifications as may be warranted. Additionally, the Human Resources Department will provide targeted training to managers in order to facilitate the successful implementation of the PRP.

COLA:

In addition to performance pay, a review of the salary system shows a need to provide a Cost of Living Adjustment (COLA) to PRP eligible employees. As indicated in Attachment "A", all other employee groups are scheduled to receive COLA's in July of 2013, 2014, and 2015, with the exception of the Deputy District Attorney Association, which is receiving equivalent COLA's on an earlier schedule. Approving COLA increases equivalent to other groups will keep appropriate relationships among various classifications salary ranges, and will prevent salary compaction between management and non-management job classifications. The proposed COLAs are equivalent to those granted by the Board to the majority of represented employees in the collective bargaining process and to confidential and other unrepresented employees.

- | | |
|---|--------------------|
| 1. Effective the first full pay period in July 2013 | 2.0% wage increase |
| 2. Effective the first full pay period in July 2014 | 2.0% wage increase |
| 3. Effective the first full pay period in July 2015 | 2.0% wage increase |

Other Pay Adjustments:

All job classifications covered by the Management Resolution have been closely reviewed by the Human Resources Department and other agency/departments for PRP eligibility (Attachment B). Our review finds, and we recommend that as a result of PRP eligibility:

1. Job classifications in Attachment "C" ineligible for the PRP were not included in the pay adjustments granted by the Board on June 12, 2012 Agenda #3.42 to Confidential and Other Non-Management Unrepresented employees. Because these job classifications are not eligible for the PRP we recommend that they receive the same salary and benefit adjustments as previously granted to Confidential and Other Non-Management Unrepresented employees.
2. Job classifications in Attachment "D" should be eligible for the PRP but were included in the pay adjustments granted by the Board on June 12, 2012 Agenda #3.42 to Confidential and Other Non-Management Unrepresented employees. Because these job classifications are eligible for the PRP we recommend that effective immediately they receive the salary and benefit adjustments granted to other PRP eligible employees, and don't receive further salary and benefit adjustments granted to confidential and other unrepresented employees.

In order to better reflect employee Groups addressed, we recommend the employee group reclassifications made in Article 1 Section 101 and other appropriate Sections of the Management Resolution to clarify unrepresented employee group classifications. This action categorizes similar job classifications within the same Group 1 through 6 and is performed to enhance consistency and administration of the Management Resolution provisions.

RESOLUTION NO. 440-8916

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on November 27, 2012, that pursuant to Section 8(c) of Ordinance No. 440, the Assistant County Executive Officer/Human Resources Director is authorized to amend the Class and Salary Listing of Ordinance No. 440, operative at the beginning of the pay period following the date of approval, as follows:

| <u>Job Code</u> | <u>Class Title</u> | <u>From Salary Plan/Grade</u> | <u>To Salary Plan/Grade</u> |
|-----------------|--|-------------------------------|-----------------------------|
| 15928 | Accounting Manager | MCO 444/L14 | MRP 417/L19 |
| 74191 | Administrative Services Manager I | MCO 436/L14 | MRP 394/L19 |
| 74113 | Administrative Services Manager II | MCO 524/L14 | MRP 525/L19 |
| 85061 | Administrative Services Manager II – Parks | PKM 117/L14 | PMRP 117/L19 |
| 74273 | Administrative Services Manager III | MCO 568/L14 | MRP 573/L19 |
| 74213 | Administrative Services Officer | MCO 364/L13 | MRP 308/L18 |
| 85004 | Administrative Services Officer – Parks | PKM 109/L13 | PMRP 109/L18 |
| 73999 | Agency Program Administrator | MCO 421/L14 | MRP 376/L19 |
| 74240 | Agricultural Commission/Sealer of Weights & Measures | MC1 231/L14 | MRP 849/L19 |
| 73513 | Animal Services Chief | MCO 386/L14 | MRP 336/L19 |
| 73522 | Animal Services Director | XMB 172/L19 | XMB 172/L23 |
| 13528 | Archivist/Records Manager | MCO 454/L14 | MRP 429/L19 |
| 73967 | Associate Chief Nursing Officer | DTM 631/L18 | MRP 787/L19 |
| 74135 | Associate Medical Center Administrator | XMB 185/L19 | XMB 185/L23 |
| 78737 | Assistant Agricultural Commissioner-Sealer | MC1 154/L14 | MRP 587/L19 |
| 74376 | Assistant Assessor-County Clerk-Recorder | MC1 217/L14 | MRP 830/L19 |
| 76477 | Assistant Chief Flood Control Engineer | XMB 165/L19 | XMB 165/L23 |
| 73966 | Assistant Chief Nursing Officer | DTM 577/L18 | MRP 698/L19 |
| 79540 | Assistant Chief Probation Officer | MCO 699/L14 | MRP 859/L19 |
| 76478 | Assistant Chief Waste Management Engineer | XMB 165/L19 | XMB 165/L23 |
| 74300 | Assistant Chief Information Officer | XMB 180/L18 | XMB 180/L22 |
| 74265 | Assistant Clerk of the Board | XMB 125/L19 | XMB 125/L23 |
| 77425 | Assistant County Auditor-Controller | MCI 217/L14 | MRP 830/L19 |
| 79401 | Assistant County Fair Manager | MCO 460/L12 | MRP 450/L17 |

| | <u>Job Code</u> | <u>Class Title</u> | <u>From Salary Plan/Grade</u> | <u>To Salary Plan/Grade</u> |
|----|-----------------|---|-------------------------------|-----------------------------|
| 1 | 78334 | Assistant Dietary Services Manager | MCO 295/L14 | MRP 252/L19 |
| 2 | 74141 | Assistant Director of Community Action | MC1 122/L14 | MRP 409/L19 |
| 3 | 74231 | Assistant Director of EDA | XMB 172/L19 | XMB 172/L23 |
| 4 | 74274 | Assistant Director of Fleet Services | XMB 134/L19 | XMB 134/L23 |
| 5 | 74243 | Assistant Director of Public Social Services | XMB 170/L19 | XMB 170/L23 |
| 6 | 74249 | Assistant Director of Transportation | XMB 185/L19 | XMB 185/L23 |
| 7 | 79915 | Assistant Director of Veterans Services | XMB 115/L19 | XMB 115/L23 |
| 8 | 74098 | Assistant Director, Purchasing & Fleet Services | XMB 134/L19 | XMB 134/L23 |
| 9 | 77489 | Assistant Flood Control Finance Officer | MCO 472/L14 | MRP 465/L19 |
| 10 | 80084 | Assistant General Manager – WRMD | XWB 147/L19 | XWB 147/L23 |
| 11 | 74100 | Assistant Hospital Administrator I | MCO 614/L14 | MRP 663/L19 |
| 12 | 74103 | Assistant Hospital Administrator II | MCO 654/L14 | MRP 741/L19 |
| 13 | 62346 | Assistant Hospital Environmental Services Manager | MCO 259/L14 | MRP 208/L19 |
| 14 | 74775 | Assistant Human Resources Director | XMB 170/L19 | XMB 170/L23 |
| 15 | 13486 | Assistant Medical Records Manager | MCO 280/L14 | MRP 235/L19 |
| 16 | 79803 | Assistant Mental Health Director | XMB 165/L19 | XMB 165/L23 |
| 17 | 85073 | Assistant Parks Director – Parks | XPB 145/L19 | XPB 145/L23 |
| 18 | 79535 | Assistant Probation Division Director | MPS 437/L14 | MRPP 437/L19 |
| 19 | 37506 | Assistant Public Administrator | MCO 462/L13 | MRP 447/L18 |
| 20 | 78557 | Assistant Public Defender | XAB 210/L19 | XAB 210/L23 |
| 21 | 79807 | Assistant Regional Manager – Children Social Services | MCO 454/L14 | MRP 429/L19 |
| 22 | 74834 | Assistant Registrar of Voters | XMB 138/L19 | XMB 138/L23 |
| 23 | 77435 | Assistant Treasurer/Tax Collector | MC1 217/L14 | MRP 830/L19 |
| 24 | 74236 | Building & Safety Official | XMB 172/L19 | XMB 172/L23 |
| 25 | 62732 | Building Maintenance Superintendent | MCO 367/L14 | MRP 317/L19 |
| 26 | 85074 | Bureau Chief – Parks | PKM 145/L12 | PMRP 145/L17 |
| 27 | 73499 | Captain of Field Services | MCO 386/L14 | MRP 336/L19 |
| 28 | 98755 | Cardiopulmonary Manager | MCO 475/L14 | MRP 470/L19 |
| | 74608 | Internal Audit & Compliance Manager | MCO 430/L14 | MRP 383/L19 |
| | 73997 | CHA Program Chief I | MCO 538/L14 | MRP 541/L19 |
| | 73996 | CHA Program Chief II | MCO 590/L14 | MRP 602/L19 |
| | 74201 | CHA Program Chief III | MCO 614/L14 | MRP 663/L19 |
| | 77415 | Chief Accountant | MCO 592/L14 | MRP 619/L19 |

| | Job Code | Class Title | From Salary Plan/Grade | To Salary Plan/Grade |
|----|-------------|--|---------------------------|-------------------------|
| 1 | 74328 | Chief Appraiser | MCO 592/L14 | MRP 619/L19 |
| 2 | 98714 | Chief Clinical Lab Scientist | MCO 524/L14 | MRP 525/L19 |
| 3 | 74326 | Chief Deputy Assessor-County Clerk-Recorder | MCO 622/L14 | MRP 687/L19 |
| 4 | 37624 | Chief Deputy Director, Sheriff's Administration | LEX 143/L12 | MRPL 143/L17 |
| 5 | 79538 | Chief Deputy Probation Officer | MCO 657/L14 | MRP 803/L19 |
| 6 | 13332 | Chief Deputy Registrar of Voters | MCO 465/L14 | MRP 442/L19 |
| 7 | 77438 | Chief Deputy Treasurer/Tax Collector | MCO 592/L14 | MRP 619/L19 |
| 8 | 79537 | Chief Deputy, Probation – Administrative Services | MCO 653/L14 | MRP 755/L19 |
| 9 | 76666 | Chief Engineering Geologist | MCO 616/L12 | MRP 687/L17 |
| 10 | 77490 | Chief Finance Officer, DPSS | MCO 662/L14 | MRP 784/L19 |
| 11 | 74139 | Chief Finance Officer, RCRMC | XMB 185/L19 | XMB 185/L23 |
| 12 | 73893 | Chief Forensic Pathologist | MCO 724/L12 | MRP 889/L17 |
| 13 | 77271 | Chief Information Security Officer | XMB 148/L19 | XMB 148/L23 |
| 14 | 73968 | Chief Nursing Officer | XMB 199/L19 | XMB 199/L23 |
| 15 | 73878 | Chief of Dentistry | MCO 688/L13 | MRP 845/L18 |
| 16 | 73884 | Chief of Family Medicine & Primary Care | MC1 268/L1 | MRP 905/L6 |
| 17 | 73873 | Chief of Family Medicine, Integrated Systems | MCO 725/L12 | MRP 895/L17 |
| 18 | 62769 | Chief of Hospital Plant Operations | MCO 442/L14 | MRP 400/L19 |
| 19 | 73887 | Chief of Medical Services, RCRMC Child Abuse & Neglect | XMB 195/L18 | XMB 195/L22 |
| 20 | 73885 | Chief of Medical Specialty | MCO 712/L13 | MRP 879/L18 |
| 21 | 73886 | Chief of Medical Staff | XMB 264/L19 | XMB 264/L23 |
| 22 | 73888 | Chief of Medical Services, CHA | XMB 195/L18 | XMB 195/L22 |
| 23 | 73892 | Chief of Psychiatry | MCO 752/L13 | MRP 900/L18 |
| 24 | 76465 | Chief of Surveying & Mapping | MCO 662/L14 | MRP 784/L19 |
| 25 | 74204 | Chief Probation Officer | MPS 745/L13 | MRPP 745/L18 |
| 26 | 37569 | Chief Public Defender Investigator | MCO 567/L14 | MRP 571/L19 |
| 27 | 74235 | Chief Technology Officer | XMB 162/L19 | XMB 162/L23 |
| 28 | 73469 | Chief Therapist for PHC | MCO 583/L14 | MRP 587/L19 |
| | 73523 | Chief Veterinarian | XMB 167/L19 | XMB 156/L23 |
| | 37557 | Child Support Services Program Manager | MCO 553/L14 | MRP 556/L19 |
| | 37554 | Child Support Services Regional Manager | MCO 458/L13 | MRP 433/L18 |
| | 74022 | Clinical Informatics Officer | MCO 652/L14 | MRP 732/L19 |
| | 33246 | Code Enforcement Division Manager | MCO 537/L13 | MRP 539/L18 |

| | Job Code | Class Title | From Salary Plan/Grade | To Salary Plan/Grade |
|----|-------------|---|---------------------------|-------------------------|
| 1 | 33247 | Code Enforcement Official | DTX 172/L21 | XMB 186/L21 |
| 2 | 73521 | Commander of Field Services | MCO 431/L14 | MRP 390/L19 |
| 3 | 74710 | Compliance Contracts Officer | MCO 366/L13 | MRP 315/L18 |
| 4 | 73468 | Coordinating Therapist | MCO 553/L14 | MRP 556/L19 |
| 5 | 74261 | County Executive Officer | MC1 274/L13 | MRP 929/L18 |
| 6 | 76487 | County Surveyor | MCO 661/L14 | MRP 786/L19 |
| 7 | 62323 | Custodial Services Superintendent | MCO 269/L14 | MRP 216/L19 |
| 8 | 62327 | Customer Service Operations Manager | MCO 269/L14 | MRP 216/L19 |
| 9 | 78735 | Deputy Agricultural Commissioner-Sealer | MCO 383/L14 | MRP 331/L19 |
| 10 | 77426 | Deputy Auditor-Controller | MCO 634/L13 | MRP 712/L18 |
| 11 | 74298 | Deputy Director – Cultural Services | MC1 166/L14 | MRP 658/L19 |
| 12 | 74288 | Deputy Director for Administration–Senior Service Systems | XMB 128/L19 | XMB 128/L23 |
| 13 | 76610 | Deputy Director for Architecture & Engineering | MC1 185/L14 | MRP 745/L19 |
| 14 | 62734 | Deputy Director for Building Maintenance | MC1 166/L14 | MRP 658/L19 |
| 15 | 74286 | Deputy Director for Children & Families Commission | MCO 619/L13 | MRP 687/L18 |
| 16 | 62326 | Deputy Director for Custodial Services | MCO 550/L14 | MRP 548/L19 |
| 17 | 74915 | Deputy Director for Real Property | MC1 166/L14 | MRP 658/L19 |
| 18 | 74289 | Deputy Director for Senior Programs | XMB 128/L19 | XMB 128/L23 |
| 19 | 73557 | Deputy Director II, CHA | XMB 139/L19 | XMB 139/L23 |
| 20 | 74279 | Deputy Director of Administration – I.T. | XMB 139/L19 | XMB 139/L23 |
| 21 | 74196 | Deputy Director of EDA | MC1 185/L14 | MRP 745/L19 |
| 22 | 79885 | Deputy Director of Public Social Services | MCO 646/L14 | MRP 723/L19 |
| 23 | 76405 | Deputy Director of Transportation | MCO 699/L14 | MRP 859/L19 |
| 24 | 74546 | Deputy Director, Administration | MCO 619/L13 | MRP 687/L18 |
| 25 | 37879 | Deputy Director, County Fire Department – Administration | MC1 166/L14 | MRP 658/L19 |
| 26 | 79800 | Deputy Director, Mental Health Services | MCO 646/L14 | MRP 723/L19 |
| 27 | 74287 | Deputy Director, Sheriff’s Administration | MCO 619/L13 | MRP 687/L18 |
| 28 | 37880 | Deputy Fire Marshal | MCO 514/L13 | MRP 503/L18 |
| | 74767 | Deputy Human Resources Director, Administration | MCO 591/L14 | MRP 610/L19 |
| | 74780 | Deputy Human Resources Director | MCO 656/L14 | MRP 761/L19 |
| | 77434 | Deputy Treasurer/Tax Collector | MCO 277/L13 | MRP 228/L18 |
| | 98797 | Diagnostic Imaging Manager | MCO 550/L14 | MRP 548/L19 |
| | 73554 | Director of Children & Families Commission | MC1 157/L13 | MRP 595/L18 |

| | <u>Job Code</u> | <u>Class Title</u> | <u>From Salary Plan/Grade</u> | <u>To Salary Plan/Grade</u> |
|----|-----------------|---|-------------------------------|-----------------------------|
| 1 | 74133 | Director of Community Action | MC1 149/L14 | MRP 578/L19 |
| 2 | 74650 | Director of Employee Relations | XMB 170/L19 | XMB 170/L23 |
| 3 | 73543 | Director of Environmental Health | XMB 172/L19 | XMB 172/L23 |
| 4 | 74193 | Director of Environmental Programs | XMB 172/L19 | XMB 172/L23 |
| 5 | 74246 | Director of Leadership & Organizational Development | XMB 170/L19 | XMB 170/L23 |
| 6 | 73879 | Director of Patient Care Management | MCO 524/L14 | MRP 525/L19 |
| 7 | 73945 | Director of Professional Education | MCO 448/L14 | MRP 422/L19 |
| 8 | 73881 | Director of Public Health | XMB 190/L18 | XMB 190/L22 |
| 9 | 78765 | Director of Public Health Lab | MCO 523/L14 | MRP 513/L19 |
| 10 | 73970 | Director of Public Health Nursing | MCO 590/L14 | MRP 602/L19 |
| 11 | 74545 | District Attorney Executive Officer | MCO 653/L14 | MRP 755/L19 |
| 12 | 74543 | District Attorney Information Officer | MCO 463/L14 | MRP 450/L19 |
| 13 | 37878 | District Attorney Program Manager | MCO 463/L14 | MRP 450/L19 |
| 14 | 37593 | DPSS Chief of Investigations | MCO 618/L14 | MRP 680/L19 |
| 15 | 37596 | DPSS Chief of Investigations – A | MCO 632/L14 | MRP 704/L19 |
| 16 | 37597 | DPSS Chief of Investigations – B | MCO 646/L14 | MRP 723/L19 |
| 17 | 74182 | DPSS Contracts & Services Officer | MCO 495/L14 | MRP 495/L19 |
| 18 | 79868 | DPSS Training Manager | MCO 316/L12 | MRP 271/L17 |
| 19 | 74297 | EDA Development Manager | MCO 591/L14 | MRP 610/L19 |
| 20 | 74461 | EDA Marketing & Information Officer | MCO 477/L12 | MRP 475/L17 |
| 21 | 74299 | EDA Procurement Services Manager | MCO 623/L14 | MRP 686/L19 |
| 22 | 74253 | Election Precincts Manager | DTM 105/L17 | MRP 215/L18 |
| 23 | 74251 | Employee Health Medical Director | MCO 712/L13 | MRP 879/L18 |
| 24 | 74671 | Employee Psychological Services Director | MCO 622/L14 | MRP 688/L19 |
| 25 | 76452 | Engineering Division Manager | MCO 661/L14 | MRP 786/L19 |
| 26 | 76419 | Engineering Project Manager | MCO 615/L14 | MRP 667/L19 |
| 27 | 80018 | Engineering Project Manager - WRMD | WMM 170/L14 | WMP 172/L19 |
| 28 | 80017 | Environmental Compliance Manager – WRMD | WMM 169/L12 | WMP 169/L17 |
| | 74292 | Executive Director for Children & Families Commission | MC1 217/L14 | MRP 830/L19 |
| | 73889 | Exclusive Care Director of Medical Specialty | MCO 721/L13 | MRP 883/L18 |
| | 73880 | Exclusive Care Medical Director | MCO 712/L13 | MRP 879/L18 |
| | 74672 | Exclusive Care Plan Manager | MCO 523/L14 | MRP 513/L19 |
| | 37874 | Fire Department Deputy Director – OES | MCO 622/L14 | MRP 688/L19 |

| | <u>Job Code</u> | <u>Class Title</u> | <u>From Salary Plan/Grade</u> | <u>To Salary Plan/Grade</u> |
|----|-----------------|--|-------------------------------|-----------------------------|
| 1 | 66470 | Fire Fleet Services Manager | MCO 554/L14 | MRP 554/L19 |
| 2 | 15838 | Fire Service Center Manager | MCO 226/L14 | MRP 162/L19 |
| 3 | 77499 | Fiscal Manager | MCO 527/L14 | MRP 530/L19 |
| 4 | 85081 | Fiscal Manager – Parks | PKM 120/L14 | PMRP 120/L19 |
| 5 | 74217 | Fleet Services Operations Manager | MCO 337/L14 | MRP 285/L19 |
| 6 | 76464 | Flood Control Chief of Technical Information | MCO 662/L14 | MRP 784/L19 |
| 7 | 77488 | Flood Control Finance Officer | MCO 662/L14 | MRP 784/L19 |
| 8 | 76475 | Flood Control Principal Engineer | MCO 662/L14 | MRP 784/L19 |
| 9 | 78335 | Food & Nutrition Services Manager | MCO 407/L14 | MRP 349/L19 |
| 10 | 54475 | Food Services Manager – Adult Detention | MCO 443/L13 | MRP 412/L18 |
| 11 | 74095 | Foundation Executive Director, RCRMC | MCO 670/L14 | MRP 796/L19 |
| 12 | 79765 | Health Information & Community Outreach Manager | MCO 225/L13 | MRP 170/L18 |
| 13 | 76402 | Healthcare Administrative Surveyor | MCO 601/L13 | MRP 649/L18 |
| 14 | 76401 | Healthcare Administrative Surveyor Manager | MCO 613/L13 | MRP 673/L18 |
| 15 | 79835 | Healthcare Social Services Supervisor | MCO 307/L14 | MRP 262/L19 |
| 16 | 66524 | Highway Maintenance Superintendent | MCO 472/L14 | MRP 465/L19 |
| 17 | 66526 | Highway Operations Superintendent | MCO 626/L14 | MRP 693/L19 |
| 18 | 74211 | Hospital Budget Reimbursement Officer | MCO 595/L14 | MRP 625/L19 |
| 19 | 62345 | Hospital Environmental Services Manager | MCO 349/L14 | MRP 297/L19 |
| 20 | 77491 | Hospital Fiscal Officer | MCO 595/L14 | MRP 625/L19 |
| 21 | 79836 | Hospital Social Services Director | MCO 457/L14 | MRP 435/L19 |
| 22 | 73925 | House Supervisor | MCO 487/L14 | MRP 485/L19 |
| 23 | 74781 | Human Resources Benefits Division Manager | MCO 622/L14 | MRP 688/L19 |
| 24 | 74776 | Human Resources Division Manager | MCO 622/L14 | MRP 688/L19 |
| 25 | 74773 | Human Resources Division Manager I | MCO 591/L14 | MRP 610/L19 |
| 26 | 74674 | Human Resources Services Manager | MCO 524/L14 | MRP 525/L19 |
| 27 | 79884 | IHSS Public Authority Executive Director | MCO 574/L14 | MRP 580/L19 |
| 28 | 74276 | Information Technology Director – Administration | DTM 567/L16 | MRP 631/L19 |
| | 86143 | Information Technology Officer I | MCO 589/L14 | MRP 596/L19 |
| | 86141 | Information Technology Officer II | MCO 652/L14 | MRP 732/L19 |
| | 86144 | Information Technology Officer III | MCO 658/L14 | MRP 778/L19 |
| | 77487 | Investment Manager | MCO 609/L12 | MRP 656/L17 |
| | 74137 | Library Services Administrator | MCO 598/L14 | MRP 635/L19 |

| | <u>Job Code</u> | <u>Class Title</u> | <u>From Salary Plan/Grade</u> | <u>To Salary Plan/Grade</u> |
|----|-----------------|--|-------------------------------|-----------------------------|
| 1 | 74173 | Managed Care Director | MCO 661/L14 | MRP 786/L19 |
| 2 | 74905 | Manager – Major Acquisitions | MC1 166/L14 | MRP 658/L19 |
| 3 | 73425 | Manager Rehabilitative Services | MCO 583/L14 | MRP 587/L19 |
| 4 | 73948 | Manager, Ambulatory Care | MCO 588/L15 | MRP 594/L20 |
| 5 | 13490 | Manager, Quality Assessment & Infection Control | MCO 593/L14 | MRP 615/L19 |
| 6 | 74154 | Managing Director of EDA | XMB 185/L19 | XMB 185/L23 |
| 7 | 73609 | Managing Pharmacist – Exclusive Care | MCO 661/L14 | MRP 786/L19 |
| 8 | 74669 | Managing Psychologist – Law Enforcement & Assessment | MCO 622/L14 | MRP 688/L19 |
| 9 | 15857 | Materials Management Manager | MCO 259/L14 | MRP 208/L19 |
| 10 | 73890 | Medical Director, Mental Health Services | XMB 277/L18 | XMB 277/L22 |
| 11 | 13489 | Medical Records Manager | MCO 430/L14 | MRP 383/L19 |
| 12 | 79806 | Mental Health Services Administrator | MCO 589/L14 | MRP 596/L19 |
| 13 | 79797 | Mental Health Services Manager – Medical | MCO 679/L14 | MRP 835/L19 |
| 14 | 79796 | Mental Health Services Program Manager | MCO 553/L14 | MRP 556/L19 |
| 15 | 73534 | Natural Resources Manager – EPD | MCO 481/L14 | MRP 479/L19 |
| 16 | 85059 | Natural Resources Manager – Parks | PKM 115/L13 | PMRP 115/L18 |
| 17 | 73923 | Nurse Manager | MCO 556/L15 | MRP 556/L20 |
| 18 | 86118 | OASIS Business Process Manager | MCO 415/L14 | MRP 363/L19 |
| 19 | 77272 | OASIS Director | XMB 144/L19 | XMB 144/L23 |
| 20 | 74257 | Public Health Officer | XMB 195/L18 | XMB 195/L22 |
| 21 | 73490 | Public Health Program Director | MCO 421/L14 | MRP 376/L19 |
| 22 | 77450 | Patient Accounts Manager | MCO 415/L14 | MRP 363/L19 |
| 23 | 77467 | Patient Accounts Officer, RCRMC | MCO 589/L14 | MRP 596/L19 |
| 24 | 73615 | Pharmacy Director | DTM 682/L18 | MRP 856/L19 |
| 25 | 74230 | Planning Director | DTXB 172/L21 | XMB 179/L23 |
| 26 | 77414 | Principal Accountant | MCO 430/L14 | MRP 383/L19 |
| 27 | 77445 | Principal Auditor/Appraiser | MCO 519/L14 | MRP 509/L19 |
| 28 | 74325 | Principal Deputy Assessor-County Clerk-Recorder | MCO 519/L14 | MRP 509/L19 |
| | 80002 | Principal Engineer – WRMD | WMM 176/L14 | WMRP 181/L19 |
| | 74768 | Principal Human Resources Analyst | MCO 469/L14 | MRP 457/L19 |
| | 74134 | Principal Management Analyst | MCO 598/L14 | MRP 635/L19 |
| | 62438 | Printing/Mail Services Manager | MCO 340/L14 | MRP 291/L19 |
| | 79536 | Probation Division Director | MPS 569/L14 | MRPP 569/L19 |

| Job Code | Class Title | From Salary Plan/Grade | To Salary Plan/Grade |
|----------|--|------------------------|----------------------|
| 86146 | Property Tax System Information Technology Officer | MCO 658/L14 | MRP 778/L19 |
| 79799 | Psychiatric Inpatient Services Manager | MCO 457/L14 | MRP 435/L19 |
| 74460 | Public Information Officer | XMB 137/L19 | XMB 137/L23 |
| 74144 | Purchasing Manager | MCO 418/L14 | MRP 369/L19 |
| 74101 | Records Manager | MCO 267/L14 | MRP 223/L19 |
| 79894 | Regional Manager, CalWorks | MCO 490/L14 | MRP 489/L19 |
| 79817 | Regional Manager, Children's Social Services | MCO 555/L14 | MRP 562/L19 |
| 79893 | Regional Manager, Eligibility Support Services | MCO 490/L14 | MRP 489/L19 |
| 79883 | Regional Manager, Social Services | MCO 555/L14 | MRP 562/L19 |
| 74764 | Risk Management Division Manager | MCO 591/L14 | MRP 610/L19 |
| 74765 | Safety Division Manager | MCO 591/L14 | MRP 610/L19 |
| 73875 | SAR Program Manager | MCO 556/L15 | MRP 556/L20 |
| 77439 | Senior Chief Deputy Treasurer/Tax Collector | MCO 634/L13 | MRP 712/L18 |
| 74150 | Senior Management Analyst | MCO 554/L14 | MRP 554/L14 |
| 13473 | Sheriff Communications Manager | MCO 464/L14 | MRP 439/L19 |
| 13475 | Sheriff Records Manager | MCO 409/L14 | MRP 352/L19 |
| 79863 | Staff Development Manager | MCO 528/L14 | MRP 532/L19 |
| 74675 | Staff Education Manager | MCO 442/L14 | MRP 400/L19 |
| 79749 | Substance Abuse Services Program Administrator | MCO 589/L14 | MRP 596/L19 |
| 77225 | Technical Support Manager | MCO 523/L14 | MRP 513/L19 |
| 74278 | TLMA Administrative Services Manager | MCO 623/L14 | MRP 686/L19 |
| 74000 | TLMA Deputy Director | MCO 655/L14 | MRP 769/L19 |
| 74271 | TLMA Regional Office Manager | MCO 574/L14 | MRP 580/L19 |
| 74810 | Transportation Project Manager – EC | MCO 615/L14 | MRP 667/L19 |
| 73876 | Trauma Program Manager | MCO 556/L15 | MRP 556/L20 |
| 79790 | Victim Services Assistant Director | MC1 115/L14 | MRP 342/L19 |
| 79779 | Victim Services Director | MC1 118/L14 | MRP 363/L19 |
| 79785 | Volunteer Services Program Manager | MCO 207/L13 | MRP 143/L18 |
| 85083 | Volunteer Services Program Manager – Parks | PKM 104/L13 | PMRP 104/L18 |
| 74766 | Workers Compensation Division Manager | MCO 591/L14 | MRP 610/L19 |

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley
 Nays: None
 Absent: None

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

KECIA HARPER-IHEM Clerk of said Board
 By _____ Deputy

RESOLUTION NO. 2012-243

**A RESOLUTION OF THE COUNTY OF RIVERSIDE
AND OTHER AGENCIES
PROVIDING SALARIES AND RELATED MATTERS
FOR EXEMPT MANAGEMENT, MANAGEMENT,
CONFIDENTIAL, AND OTHER UNREPRESENTED
EMPLOYEES**

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DEFINITIONS

The Board of Supervisors of the County of Riverside, State of California, also acting ex officio as the governing board of the Riverside County Flood Control and Water Conservation District, Waste Resources Management District, the Riverside County Redevelopment Agency, and the Riverside County Regional Parks and Open Space District, do ordain that this Resolution shall be known as "The Riverside County Management, Confidential, and Other Unrepresented Employees Salary Resolution". For the purpose of this Resolution, words and phrases are defined as follows:

- a. Anniversary date means the date upon which a step advance in salary becomes effective under the provisions of this Resolution or the job classification is established by the Board of Supervisors to serve at the pleasure of the appointing officer.
- b. Appointive officers means the persons appointed or employed by the Board of Supervisors or otherwise as the principal employee of an agency/department in the County government, or of the Riverside County Flood Control and Water Conservation District, the Riverside County Redevelopment Agency, the Waste Resources Management District, and the Riverside County Regional Parks and Open Space District, which districts and agencies for the purposes of this Resolution shall be deemed the equivalent of departments of the County government, except that references in this Resolution to the County shall mean such district when the context so requires.
- c. At-Will means an employee whose status is set forth in Article 601E of this Resolution.
- d. Continuous service, continuous employment, and similar terms, mean the continuing service of a permanent employee in a continuing payroll status, without interruption except for authorized leave of absence.
- e. Demotion means a change of employment without intervening loss of working days from a position allocated to a given salary grade to a position in a different classification allocated to a lower salary grade, whether in the same or a different agency/department. A "demotion" may be either voluntary or involuntary.
- f. Emergency employee means employees whose employment is occasioned by a condition of emergency only.

- g. Employee means only “regular” or “seasonal” employee(s) employed by the County in those classifications included in the Groups identified in Sec. 101 herein.
- h. Full time employee means 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.
- i. Holiday or paid holiday means any day, other than Saturday or Sunday, on which County offices are not open for business, in accordance with County ordinance for which employees covered under the provisions of this Resolution are eligible for compensation.
- j. Management Employee as used in this Resolution, unless otherwise stated, means employees in Groups 1 and 3, as defined in Sec. 101.
- k. Officer means all “County officers” and “appointive officers” as herein defined, except where the natural construction of this Resolution otherwise indicates. “Officer” is the equivalent of an agency/department head.
- l. Part time employee means an employee in a position that is designated part time or for which compensation is fixed upon a basis of part time work.
- m. Pay period means 14 calendar days, and refers to the period for computing compensation due for all normal working shifts ending during that period.
- n. Permanent employee means a regular employee who has completed the initial probationary period in a position, not including any incumbent of an at-will position as specified in this Resolution.
- o. Position means 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 person unless permission is granted for job sharing.
- p. Probationary employee means a regular employee who has not completed the initial probationary period, including any extensions thereto, as designated in this Resolution, in a paid status in a

position following initial employment. "Probationary employee" also means a regular employee who has not completed the required probationary period as designated in this Resolution, in a paid status in a position to which he/she has been promoted, transferred, or demoted following completion of the initial probationary period, including any extensions thereto.

- q. Promotion means a change of employment without intervening loss of working days from a position allocated to a given salary grade to a position of a different classification allocated to a higher salary grade whether in the same or different agency/department. The appointment of an employee to a position allocated to a higher salary grade because of professional registration achieved by the incumbent shall not be deemed a promotion but a change in salary allocation.
- r. Reclassification means the reallocation of a position to a different classification by a change of title and position specification, but does not necessarily involve a change of salary grade.
- s. Regular employee means a holder of a regular position.
- t. Regular position means a position established by County Salary Ordinance No. 440 on an ongoing basis, as distinct from a seasonal or temporary position.
- u. Seasonal employee means an employee 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 ongoing, but of an intermittent nature.
- v. Temporary employee means an employee who is not a regular or seasonal employee.
- w. Transfer means a change of employment without intervening loss of working days from a position allocated to a given salary grade to a position of a different classification allocated to the same salary grade in the same agency/department, or to a position of the same classification, or a different classification allocated to the same salary grade, in a different agency/department.
- x. Working day means each day on which an employee performs a normal working shift, and includes holidays as specified herein that fall on days of a 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
RECOGNITION

Sec. 101 Applicability This Resolution shall only apply to persons employed in the following Groups:

- Group 1 At-will or contract Department Heads and Assistant Department Heads, independent elected officials, and Board of Supervisors Members
- Group 2 At-will Unrepresented
- Group 3 General Unrepresented Management
- Group 4 Confidential
- Group 5 Other Unrepresented
- Group 6 Supervisor's Board Assistants and Supervisor's Legislative Assistants

Sec. 102 Reallocation Changes to the allocation of classifications among these Groups may be made by the County Executive Officer upon the recommendation of the Human Resources Director.

Sec. 103 Non-Discrimination. The provisions of this Resolution will be applied equally to all employees without unlawful discrimination based upon sex (including gender), age (40 and above), race, color, religion, national origin (including language use restrictions), ancestry, disability (mental and physical, including HIV and AIDS), medical condition (cancer/genetic characteristics), marital status, request for Pregnancy Disability Leave, request for family medical care leave, request for leave for an employees own serious health condition, or sexual orientation.

Sec. 104 Exclusions. The provisions of this Resolution are not applicable to employees of the Consolidated Municipal/Superior Courts.

ARTICLE 2
HOURS OF WORK, OVERTIME

- Sec. 201 Normal 80 Hour Biweekly Work Period: Except as may be otherwise provided, the official biweekly work period of the County shall be ten (10) working days of eight (8) hours each coinciding with the two-week pay period. This provision is intended to define the normal work period and does not guarantee a minimum number of hours of work.
- Sec. 202 Different 80 Hour Biweekly Work Period: An agency/department head, with prior approval of the County Executive Officer and the Human Resources Director, may establish or eliminate a different biweekly work period of 80 hours.
- Sec. 203 Overtime Policy: It is the policy of the Board of Supervisors that overtime work is discouraged and that it be limited to emergencies or the performance of urgent necessary functions.
- Sec. 204 FLSA Exempt Employees: Any employee whose position is determined to be exempt from the Fair Labor Standards Act ("FLSA") shall not be entitled to compensation for overtime of any type unless specifically provided herein. The Human Resources Director and County Counsel shall determine which employees are exempt from the FLSA.
- Sec. 205 Definitions: For purposes of determining eligibility for overtime only:
- A. A designated FLSA work period shall consist of 168 consecutive hours (7 days).
 - B. Overtime is defined as time actually worked by an FLSA non-exempt employee in excess of forty (40) hours in a designated FLSA work period. Management reserves the right to designate the FLSA work period for each employee.
 - C. Time worked shall not include any form of paid leave.
- Sec. 206 Authorization for Overtime Work: Performance of overtime work may be authorized by the agency/department head or his/her designated subordinate.
- A. Agency/department Record: For employees who are entitled to overtime, actual hours of overtime work shall be reported on each attendance report. The Auditor shall maintain the record of overtime credit at one and one-half 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 shall be specified.

- Sec. 207 Compensation for Overtime Work: Employees who are not considered exempt under the provisions of the FLSA shall be paid at a rate of one and one-half times their FLSA hourly rate of pay for all time worked in excess of forty (40) hours during their designated FLSA work period. Upon termination, accumulated overtime credit shall be paid for.
- A. Compensatory Time-off: An employee eligible for paid overtime under the provisions of this Section may request, subject to management approval, the accumulation of up to 120 hours of compensatory time off ("CTO") in lieu of paid overtime. Such overtime is accumulated at the rate of one and one-half (1½) hours of compensatory time off for each hour worked in excess of forty (40) hours during the designated FLSA work period. Accumulated overtime credit may be taken as paid time off, at a time or times agreeable to the agency/department head. This method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of 120 hours or less may be paid.
- B. Payoff for Unused Compensatory Time-off Upon Separation from County Service: Upon separation from County service, an employee shall be compensated at his/her rate in effect at that time for each hour, or a portion thereof, of accumulated CTO.
- Sec. 208 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. However, 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.
- Sec. 209 New Payroll System: On or about April 20, 2001, the County implemented People-Soft, a new payroll, accounting, and budgeting system. Changes related to People-Soft included:
- A. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events are based upon service rather than hours, e.g. 1040 hours became six (6) months and 2080 hours became one (1) year.
- B. Leave accruals (e.g. sick leave, vacation pay) continue to require that the employee be in a paid status for each day during the pay period to receive the full accrual for that pay period.

- C. Some other benefits are granted even though the employee is in a paid status for only one day during the pay period (e.g. flexible credit allowance).
- D. The pay date changed from the second Friday following the end of the pay period to the second Wednesday following the end of the pay period.

Sec. 210 Special Assignments: An FLSA exempt employee covered hereunder may, with the approval of the Human Resources Director, be permitted to perform work outside the employee's regular classification by way of special assignment to another classification. Subject to approval by the Human Resources Director, the specially assigned employee shall be compensated at a flat rate determined by the agency/department, not to exceed two times the hourly rate assigned to the classification in which the employee is specially assigned. The time worked in the special assignment will not be included in computing Annual Leave, retirement, or similar benefits. The time worked in the special assignment cannot be detrimental to the employee's health or performance in the employee's regular position. The special assignments can be terminated at any time and the employee shall not be entitled to any review or hearing procedure upon termination of the special assignment.

Sec. 211 Compensatory Time Off: Persons employed in a FLSA exempt classification listed in Appendix I of the County Salary Ordinance No. 440 shall be entitled to equal compensatory time off for each authorized hour actually worked in excess of the number of required hours in a biweekly work period, subject to the following conditions.

1. The employee must have actually worked:
 - a. the normal 80 hour bi-weekly work period, or
 - b. the number of hours established by the agency/department; whichever is greater (the "required hours").
2. The hours actually worked in excess of the required hours must be worked in the employees own classification.

With approval of the County Executive Officer, or designee, persons entitled to compensatory time off under this provision may be paid in lieu of receiving compensatory time off. If payment is to be made then the number of hours to be paid shall be specified by

the agency/department head or designee. Upon termination, persons employed in the classifications listed in Appendix I shall be paid for any accumulated compensatory time off which has not been taken, not to exceed sixty (60) hours.

Sec. 212 Electronic Fund Deposit of Payroll Employees shall be required to receive payroll funds by electronic deposit. Employees shall receive a Statement of Earnings (pay stub) through an electronic pay advice system. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs.

ARTICLE 3
PREMIUM PAY

Sec. 301 Standby Duty: When placed by the agency/department head specifically on standby duty, an FLSA non-exempt employee otherwise off duty shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period. Said compensation shall be in addition to the employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

Sec. 302 Minimum Overtime on Call-Back: Except as indicated below, an FLSA non-exempt employee called back to work to meet an emergency on an overtime basis, whether or not in standby duty status, shall receive minimum credit for one hour of work.

IT – Remote Repair Call Any after-hours repair call that requires an IT employee covered under the provisions of this Resolution to physically report to a County of Riverside site, or customer site, will be subject to the one hour minimum credit outlined above. If the repair call is resolved remotely, without the IT employee being required to physically report to a County or customer site, then the employee will be paid in quarter-hour increments for all time worked while remotely responding to the repair call (i.e. if the employee remotely resolves the repair call in 25 minutes, he/she will be paid 30 minutes for the remote call out).

Sec. 303 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 Resolution, the following provisions shall apply:

A. Any officer, in order to perform the work of his/her agency/department or a civil defense function, may employ

emergency employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of such employment.

- B. For the same purpose, any officer may employ on a paid overtime basis his/her current employees at hourly rates equivalent to their current compensation basis.
- C. Any employee who reports to his/her regular or a designated place of employment or to a civil defense assignment shall be deemed to be employed in his/her usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this Resolution, fails to so report shall be deemed absent without leave and shall not be paid during such absence.
- D. The Board of Supervisors may authorize payment on a paid overtime basis, at the rate of one and one-half times the employee's current regular rate, for those employees who are not otherwise entitled to time-and-a-half overtime and who are required to perform emergency services during a County-declared emergency. "Emergency services," as used in this subsection, shall be such services the Board of Supervisors authorizes.

Sec. 304

Mileage Reimbursement:

- A. Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Elected Officials and County executives eligible for the Executive Vehicle Benefit described in Section 304 (C) and (D) are also eligible for this reimbursement. Adjustments to the County rate, if any, shall be made pursuant to and concurrent with the IRS rate changes. To receive the reimbursement, the employee must provide proof in the format required by the County that the miles were business related and provide an accounting of every business mile to be reimbursed, which shall include information for each business use (recorded at or near the time of the business use) of the date, the business purpose and place of each trip, in addition to the mileage.
- B. 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:
 - 1. 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 agency/department head.

2. 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.
3. 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.

- C. Elected Officials designated as eligible for Tier 1 of the Executive Vehicle Benefit as delineated in Appendix III of Salary Ordinance 440, shall be eligible to receive an Automobile Allowance of \$550.00 per month, or be furnished with a County vehicle as provided under existing County policies and procedures.
- D. Other County executives designated as eligible for Tier 2 of the Executive Vehicle Benefit as delineated in Appendix III of Salary Ordinance 440, shall be eligible to receive an Automobile Allowance of \$550.00 per month.

Sec. 305 Maintenance Pay:

- A. 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.
- B. 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. No person shall receive maintenance at any institution unless on duty at such institution.

- C. 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, agency/departments, and institutions under his/her control and to keep the Auditor properly informed as to any payroll deductions required hereunder.
- D. Medical interns and resident physicians at the Riverside County Regional Medical Center shall be furnished without charge medical and hospital care for acute illnesses and injuries contracted or sustained by them during the period of their employment. Whether an illness or injury qualifies under this provision shall be determined by the Hospital Administrator with the advice of the Chief of Medical Staff.

Sec. 306 Moving Expenses-Current Employees: Upon the written request of an agency/department head, the Human Resources Director and the County Executive Officer 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 County Executive Officer may require, shall specify the maximum amount authorized, and shall not be granted more than once in any one year period for any one employee, nor for any employee until he or she has been continuously employed by the County for at least one year preceding the authorization. If the employee voluntarily terminates his or her employment with the County within one year of the payment of the expenses set forth herein, the employee shall, within 30 days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Sec. 307 Shift Differentials:

- A. Applicability of Shift Differentials: Unless otherwise specifically provided herein, only FLSA non-exempt employees shall be eligible for shift differentials. Shift differentials do not apply to vacation,

sick leave, holiday pay, or standby duty. The hourly rate for each shift differential is payable in tenths of an hour.

- B. Evening Shift: FLSA non-exempt employees whose positions are not otherwise addressed in this Section 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 p.m. shall be paid an evening differential of \$.60 per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.
- C. Night Shift: FLSA non-exempt employees whose positions are not otherwise addressed in this Section 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 a.m. shall be paid a night differential of \$1.20 per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.

Sec. 308 Education for Continued Licensing of Registered Nurses:

- A. Tuition and/or Registration Fee: Eligible employees may be granted time by their appointing authority to attend California Board of Registered Nurses approved courses. Time granted shall not exceed 40 hours every two years. Time granted shall be used for travel to and from the location of the course and for time actually spent in course attendance. The granting or denial of education time shall be at the discretion of the employee's appointing authority.
- B. Eligible Employees: In order to be eligible for paid education time, an employee shall:
 - 1. Have completed six months of continuous service with the County in a full-time, regular position or a part-time position normally working at least 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.
- C. Procedure: An eligible employee desiring education time must request approval from the appointing authority 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.

Mandatory critical care course hours required in the Riverside County Regional Medical Center (RCRMC) shall not be deducted from an employee's hours in education for continued licensing. The County shall pay the cost of mandatory courses offered by the RCRMC. Courses offered outside of the RCRMC must receive prior approval of the RCRMC in order to be paid.

Sec. 309 Bilingual Pay:

Scope

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

Eligibility Factors

Eligibility Factors require use of a second language at least five times per week or once per day for eligibility.

Skill Levels

Definitions of Skill Levels:

- Level 1: Basic Oral Communication
 - Employees at this level perform bilingual translation
- Level 2: Task Completion
 - Employees at this level perform bilingual translation as well as written translation.
- Level 3: Written translation, and medical and legal interpretation
 - Employees at this level perform complex verbal and written translation.

Compensation

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

- Level 1: \$40 per pay period (\$0.50 per hour)
- Level 2: \$60 per pay period (\$0.75 per hour)
- Level 3: \$80 per pay period (\$1.00 per hour)

Payment of bilingual pay will be pro-rated based on the hours actually worked to the maximum amount indicated per pay period.

Testing Administration

Oral and written examinations will be administered by the Human Resources Assessment Center as follows:

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

The Bilingual Pay Program is administered by Human Resources.

All current County Employees receiving bilingual pay under the previous system will continue to receive the rate of pay they are receiving, as long as they continue in their current position. Qualified Employees, whose positions are designated by departmental supervisors as requiring/desiring bilingual skills, are encouraged to test for higher skill levels if required by the agency/department.

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 should include the requirement of bilingual skills.

Sec. 310 Long Term Disability Plan: The Long Term Disability (LTD) Plan applicable to employees covered under this Resolution has a required waiting period to qualify for benefits of 30 days.

Sec. 311 Performance Recognition Plan: The Performance Recognition Plan connects individual achievement to organizational goals and provides incentives for performance. Eligible employees are those who are in leadership positions and who manage other employees or programs and have significant influence on the achievement of organizational objective.

- A. A Group 1 employee, or other employee who serves At-Will to the Board of Supervisors or County Executive Officer, may, subject to the terms and conditions set forth below, be eligible to have his/her salary increased to a maximum of fourteen steps beyond the regularly assigned top step of his/her current salary grade or salary set forth in an existing contract. Such increase(s) shall not be subject to the Step Advance provisions set forth under Section 402 of this Resolution but shall instead be accomplished by certification of the County Executive Officer, based upon completed performance appraisals. The continuation of increases granted pursuant to the provisions of this Section shall not be automatic, and failure to sustain high performance standards may cause the employee's pay to revert to a lower step within the applicable salary range. Eligibility for additional steps granted to all employees as part of changes to the Management Resolution shall not be adversely affected by the employee's status in steps granted beyond the regularly assigned step pursuant to the provisions of this Section. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned.

- B. A Group 1 or Group 2 employee who serves At-Will to an At-Will Group 1 County agency/department head may, subject to the terms and conditions set forth below, be eligible to have his/her salary increased to a maximum of nine steps beyond the regularly assigned top step of his/her current salary grade or salary set forth in an existing contract. Such increase(s) shall not be subject to the Step Advance provisions set forth under Section 402 of this Resolution but shall, instead be accomplished by certification to the County Executive Officer, based upon completed performance appraisals. The continuation of increases granted pursuant to the provisions of this Section shall not be automatic, and failure to sustain high performance standards may cause the employee's pay to revert to a lower step within the applicable salary range. Eligibility for additional steps granted to all employees as part of changes to the Management Resolution shall not be adversely affected by the employee's status in steps granted beyond the regularly assigned step pursuant to the provisions of the Section. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned.

- C. Effective with the performance evaluations conducted in the fourth quarter of calendar year 2013, all other Management employees in Group 2 or Group 3 who have reached the actual top step of their salary grade and who is not an At-Will employee described subsection "A" or "B" of this Section, may, subject to the terms and conditions set forth below, be eligible to have his/her salary increased to a maximum of five steps beyond the regularly assigned top step of his/her current salary grade. Such increase(s) shall not be subject to the Step Advance provisions set forth under Section 402 of this Resolution but shall, instead be accomplished by certification to the County Executive Officer, based upon completed performance appraisals. The continuation of increases granted pursuant to the provisions of this Section shall not be automatic. An evaluation rating of "below standards," by failing to sustain acceptable performance standards, may result in the loss of up to two steps for his/her classification. Eligibility for additional steps granted to all employees as part of changes to the Management Resolution shall not be adversely affected by the employee's status in steps granted beyond the regularly assigned step pursuant to the provisions of the Section. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned.
- D. Law Enforcement Executive Management classifications, excluding Chief Deputy Director, Sheriff's Administration (Article 21) and Unrepresented and Management Attorneys (Article 22) covered by this Resolution under Article 311 are ineligible for the Performance Recognition Plan in fiscal years 2012/2013 and 2013/2014.
- E. Elected officials shall not be eligible for the PRP Plan; however, staff reporting to an elected official, in classifications covered by this Section, are eligible under the PRP plan.
- F. Employees who have met their applicable 12-month probationary period (initial, promotional, lateral or demotion) will receive a one-step increase at the end of their probation and begin participating in the Performance Recognition Plan.

ARTICLE 4
PAY PRACTICES

Sec. 401 New Employees:

- A. Except as otherwise provided by this Resolution, a new employee shall be appointed at the first step of the salary grade. The

agency/department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified classification to any step within the salary grade if the employee has: (1) qualifications substantially greater than the minimum for the classification; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed.

- B. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such step higher than the first step of the salary grade, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same classification earning less than the step so authorized to the same or one of said higher steps, fixing the minimum initial salary on such advanced step. The anniversary date shall be the first day of the pay period that is not less than one year (26 pay periods) in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, his/her anniversary date shall not change.
- C. Notwithstanding the provisions of (A) and above, there shall be up to an additional four steps (approximately 11%) which shall be reserved for those specific classifications in a specific agency/department designated by the Human Resources Director, subject to the 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.
- D. 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 agency/department basis, that a serious recruiting or retention problem exists for specific classification(s) in a specific agency/department, or that the increases granted to subordinate "difficult to recruit" classifications in the specific agency/department has created serious compaction problems, and that a percentage increase up to and including four steps (approximately 11%) would assist the County in recruiting and retaining employees in the specific classification(s) in the specific agency/department. Advancements to any of these salary grades in the specific agency/department shall not be automatic nor shall such a determination have any bearing on the same or similar classifications within the agency/department or in any other agency/departments with same or similar classifications. Upon such determination and approval, any

increase granted pursuant to these provisions shall be implemented in the specific agency/department 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 agency/department may be at any step on the salary grade for his/her classification up to and including a step on the salary grades established pursuant to Section 401(B).
2. In the event the salary granted to a newly hired employee in the specific classification in the specific agency/department pursuant to Section 401(B)(1) exceeds that for any present permanent, regular full-time or regular part-time employee in the specific classification in the specific agency/department who has successfully completed one year or more of service at the top of the salary grade for that specific classification(s), such employee(s) shall be placed on the same salary grade and step as that granted to the new employee.
3. All other regular full-time and regular part-time employees assigned to the affected specific classification in the specific agency/department, who have completed less than one year of service at the top of the salary grade for that specific 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 an employee hired as the result of an open recruitment to fill a vacancy in that specific classification in the specific agency/department.
4. Subsequent merit increases for employees not compensated at the top of the salary grade(s) for the specific classifications in the specific agency/department affected by the provisions of this Section may be granted pursuant to Section 402 of this Resolution.
5. 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 agency/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 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.

Sec. 402 Step Advance:

- A. Effective July 12, 2012 the provisions of this Section as they relate to step increases shall resume except that they will do so in one-step increments instead of two steps as previously provided (except for the Unrepresented Attorney Management job classifications listed in Article 22 which will be restored at the customary two (2) steps). Effective the first pay period in July 2014, for Groups 2, 4 & 5 only, the provisions of this Section as they relate to step increases shall be restored to the customary two-step increments. For Law Enforcement Executive Management, see Article 21 for merit increases restoration.
- B. Applicability of Step Increases: The compensation of each regular employee who is paid on a step basis on a salary grade, and whose pay is below the highest step, shall be considered for increase upon his or her anniversary date, except as otherwise provided.

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 year (26 pay periods) in a paid status in the position not including overtime.

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 months (13 pay periods) in a paid status in the position not including overtime.

Re-employment at a rate other than that of the first step of a salary 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 year (26 pay periods) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

1. The provisions of this section shall be subject to other specific provisions of this Resolution affecting a change of anniversary dates.
2. If, through error, the anniversary date of an employee is overlooked or a notice herein required is delayed or omitted, a resulting failure to increase the compensation may be cured by then taking the action hereinabove required, and the employee shall be paid at the increased rate from the anniversary date.

Sec. 403 Pay Increases by Salary Steps: Every anniversary salary increase shall be to the step rate as provided in Section 402. Such salary increases shall be given unless there is an affirmative decision of the agency/department head to deny the increase.

Sec. 404 Denial of Step Increase: The agency/department head may disallow a step increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee. If the increase is not granted, the agency/department head shall state the reasons on the form, which shall be given to the employee for signature. The agency/department head shall reconsider the step increase at least quarterly, and may allow it effective on the first day of any pay period after the date it could have been granted. The responsibility for submitting a written allowance of increase, after its denial, shall be with the agency/department head. The anniversary date shall be postponed until an increase is allowed.

Sec. 405 Re-employment:

- A. Upon recommendation of the agency/department head and approval of the Human Resources Director, former regular employees may be re-employed in the same classification which they previously occupied at the same step of the salary grade as the step applicable at the time of their termination, provided they were terminated in good standing.
- B. Re-employment after military service shall conform to the requirements of the California *Military and Veterans Code* and the Federal *Uniformed Services Employment and Reemployment Rights Act* (USERRA), but in other respects shall be in accordance with this Resolution.
- C. Whenever a former regular employee is or has been re-employed within twenty-four months after termination, he or she may, on

recommendation of the employing officer, and with the approval of the Human Resources Director and the County Executive Officer, be allowed all or a portion of credit for prior County service and hours in step for setting the Annual Leave accrual rate, anniversary date, and accrued sick leave, not exceeding the amount that was lost on separation.

Sec. 406 Re-employment of Retired Persons: An employee who is retired under the *Public Employees' Retirement Law* 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 *Public Employees' Retirement Law* 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 960 hours of actual work within any fiscal year, without loss of benefits, as specified in Section 21224 of the *Public Employees' Retirement Law*. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment, the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

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

Sec. 407 Promotion: On promotion the employee's salary shall be at a rate on the new salary grade which is two (2) steps higher than the closest salary step on the new salary grade to the employee's step on the salary grade for the former position where the new salary grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.

Sec. 408 Transfer: On transfer the employee's salary shall be the same as that paid previously. The anniversary date shall not change.

Sec. 409 Demotion:

- A. On demotion, the employee's salary shall be at the rate of the same step on the new salary grade as was applicable to the previous salary grade. If the step on the previous salary grade is a higher step number than is available on the new salary grade, the salary shall be at the highest step available on the new salary grade. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.
- B. Permanent employees who, within one year (26 pay periods) following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved agency/department head(s) and an opening must exist. The anniversary date shall not change.

Sec. 410 Reclassification:

- A. The salary of an incumbent of a position reclassified to a classification on the same salary grade shall not change. The anniversary date shall not change.

The salary of an incumbent of a position reclassified to a classification on a higher salary grade shall be at the rate which is two (2) steps higher than the closest salary step on the new salary grade to the employee's step on the salary grade of the former position, where the new salary grade is able to accommodate the increase.
- B. The anniversary date shall be determined in accordance with this Article, except that the first anniversary date shall be the first day of the pay period following the completion of six months (13 pay periods) 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 year (26 pay periods) in a paid status.
- C. The salary of an incumbent of a position reclassified to a classification on a lower salary grade shall be placed on a step of the new salary grade which is closest to, but not higher than, the employee's current rate of pay. Where the employee's current rate of pay exceeds the maximum of the new salary grade, it shall be reduced to the maximum. At the discretion of the Human Resources Director and the County Executive Officer the salary of

an incumbent of a position reclassified to a classification on a lower salary grade may be frozen at the hourly rate of pay immediately prior to the date of the downward reclassification and may not be increased until the maximum of the salary grade assigned to the new classification exceeds the hourly rate of pay the incumbent was earning immediately prior to the establishment of the frozen rate. The anniversary date shall not change.

- D. The effective date of a reclassification shall coincide with the first working day of a pay period.

At the discretion of the Human Resources Director and the County Executive Officer the benefits of an incumbent of a position reclassified to a classification represented by a recognized employee organization, and if the new classification is not eligible for the same benefits, shall be entitled to a special flexible benefit amount as long as service continues in the new classification. The new flexible benefit amount will be determined on a case-by-case basis by the Human Resources Director and the County Executive Officer.

Sec. 411 Temporary Promotion:

- A. 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 a "temporary promotion". The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.
- B. When the absence ceases or the vacancy is filled, the employee shall return to his/her regular position and his/her salary and anniversary date shall be re-determined as if the temporary promotion had not occurred. Any step increases which would have been due in his/her regular position shall be allowed.
- C. An employee temporarily promoted pursuant to the provisions set forth in (A) above shall be entitled to receive the benefits assigned to the higher classification.

Sec. 412 Additional Compensation to Supervisors/Managers:

A person, occupying a supervisory/management position may have his/her base salary increased by two steps to a rate approximately 5.5% (approximately two steps higher means within 10 cents per

hour plus or minus of a two-step increase) above the base salary rate of any of his/her subordinates, not including Information Technology subordinates, provided that:

- A. The appointing authority, the Human Resources Director, and the County Executive Officer find that he/she is exercising substantial supervision/management over the subject subordinate and that he/she is satisfactorily performing the full supervisory/managerial duties of the position;
- B. The organization is a permanent one approved by the County Executive Officer;
- C. Both the supervisor and subordinate have been appointed to full-time positions; and
- D. The classifications of both the supervisor's/manager's and subordinate's positions are appropriate to the organization and their duties.

Such increased compensation shall be effective on the first day of the pay period during which the finding called for in subparagraph (A) above is made. This addition to base salary shall be effective only for the period necessary to maintain the base salary of the supervisor/manager at a rate of five and one-half percent (5.5%) above that received by the subordinate.

When the conditions authorizing this increase cease to exist then the base salary of the supervisor/manager shall be adjusted to the base salary he/she would have attained except for the provisions of this Section. The effective date of said adjustment shall be the first day of the pay period following the action creating the changed condition.

The provisions of this Section shall not, under any circumstances, be applied retroactively. Furthermore, it shall be the responsibility of the supervisor/manager to assure that payments made pursuant to this Section cease when the conditions which resulted in such payments no longer exist.

Sec. 413

Post-Employment Accounts: For each regular employee covered under this Resolution who has five years of regular County service and who is separating from County employment, the County shall provide post-employment accounts wherein the payable value of qualifying final accrued leave balances will be deposited; up to the

legal limit. Qualifying leave balances include annual leave, vacation, extra vacation, holiday balance, and the amount of sick leave payable pursuant to Sec. 708. This does not include compensatory time off for overtime. Special Pay Accounts are tax-deferred investment funds. The employee may also elect a Health Savings Account, designed to be free of taxes, which may be used for future health care costs. A participant fee is charged for Health Savings Accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

ARTICLE 5
GENERAL PERSONNEL PROVISIONS

Sec. 501 Out-of-Classification Assignments:

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

Sec. 502 Relatives: No officer shall appoint his/her spouse or registered domestic partner - or the spouse or registered domestic partner of any other officer superior to him/her - in any capacity for compensation. No such spouse or registered domestic partner shall be eligible for appointment to or continued employment in the same position of any such person who succeeded thereto pursuant to any provision of law. Continued employment shall be deemed to include promotion, demotion, or transfer, if such employee is otherwise qualified.

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. However, in no instance shall a County officer or employee execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion, or work assignments) specifically pertaining to another County employee who is closely related. "Closely related" means 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, and the equivalent step relationships or relationships through a domestic partnership.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to position(s) which the employees are eligible and selected to fill. The promotion, transfer or voluntary demotion must be accomplished by one of the employees within approximately six (6) months.

Sec. 503 Retirement:

- A. Purchase of Military Service Credit as Public Service (Miscellaneous and Safety Members). Pursuant to Section 21024 of the *Public Employees' Retirement Law*, an employee may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment with the County 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.
- B. Post-Retirement Survivor Allowance (Miscellaneous and Safety Members): 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.
- C. Post-Retirement Survivor Allowance to Continue After Remarriage (Miscellaneous Members Only). Effective December 24, 1998, the County amended its contract with PERS by adding the provisions of Section 21635 that permits the post-retirement survivor allowance to continue after the remarriage of the surviving spouse.
- D. PERS Retirement Benefit (EPMC): Per Government Code Sec. 20636 (c)(4), effective July 2, 1998, the County elected to pay the employee's share of compensation earnable (currently approximately 8% for Miscellaneous members and approximately 9% for Safety members) as Employer Paid Member Contributions and report the same percent (value) of compensation for all PERS members covered under the provisions of this Resolution. Effective immediately the EPMC is amended as follows:
 - All employees hired in Groups 1 – 6 on or after December 1, 2011, will pay the full member contributions (8% for Miscellaneous and 9% for Safety), and the County will not provide EPMC.

- a. Effective December 1, 2011, employees in Groups 1, 2, 3, & 6 hired prior to December 1, 2011, will pay 4% toward their member contributions, and the County will no longer provide or report that portion (value) as EPMC or as compensation to CalPERS.
- b. Effective December 1, 2011, employees in Groups 4 & 5 hired prior to December 1, 2011, will pay 3% toward their member contributions, and the County will no longer provide or report that portion (value) as EPMC or as compensation to CalPERS.
- c. Effective July 12, 2012, employees hired prior to December 1, 2011, in Groups 1, 2, 3, & 6, will pay an additional 4% toward their member contributions (Law Enforcement Executive Management employees will pay 5%), and the County will no longer provide or report any EPMC or as compensation to CalPERS.
- o Effective July 12, 2012, employees hired prior to December 1, 2011, in Groups 4 & 5, will pay an additional 3% toward their member contributions, and the County will no longer provide or report that portion (value) as EPMC or as compensation to CalPERS.
- d. Effective June 27, 2013, employees hired prior to December 1, 2011, in Groups 4 & 5, will pay an additional 2% toward their member contributions, and the County will no longer provide or report any EPMC or as compensation to CalPERS.
- E. Single Highest Year: The provisions of Section 20042 of the *Public Employees' Retirement Law* (Single Highest Year) shall apply to all miscellaneous and safety employees covered under the provisions of this Resolution.
- F. Three Year Final Compensation. At such time that the County Board of Supervisors executes a CalPERS permissible contract amendment, the provision of Section 20037 of the *Public Employees' Retirement Law* (Three (3) Year Final Compensation) will be implemented for employees who are hired on or after that date, or who become members of the CalPERS Safety plan on or after that date.
- G. 1959 Survivor Benefits (Safety members Only): The provisions of Section 21574.5 of the *Public Employees' Retirement Law* shall apply to safety employee members.
- H. Pre-Retirement Optional Death Benefits: The provisions of Section 21548 of the *Public Employees' Retirement Law* (Pre-Retirement

Optional Death Benefit) shall be applicable to safety employee members covered under the provisions of this Resolution.

- I. Retirement Calculations (Miscellaneous Members): The percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous members covered under the provisions of this Resolution shall be determined in accordance with Section 21354.3 of the *Public Employees' Retirement Law* subject to the reduction provided therein for Federal Social Security (3% at age 60 Full and Modified formula).
 - i. 2% @ 60. At such time that the County's Board of Supervisors executes a CalPERS permissible contract amendment the percentage of final year compensation to be provided for each year of credited service for miscellaneous employees hired on or after and who first become members on or after the date of implementation shall be determined in accordance with Section 21353 of the Public Employees Retirement Law (2% at age 60).

- J. Retirement Calculations (Safety Members): The percentage of final compensation to be provided for each year of credited prior and current service for Safety members covered under the provisions of this Resolution shall be determined in accordance with Section 21362.2 of the *Public Employees' Retirement Law* (3% at age 50).
 - i. 2% @ 50. At such time that the County's Board of Supervisors executes a CalPERS permissible contract amendment the percentage of final year compensation to be provided for each year of credited service for safety employees hired on or after or who first become safety members on or after the date of implantation shall be determined in accordance with Section 21362 of the Public Employees Retirement Law (2% at age 50).

- K. 401(a) Money Purchase Plan: The County shall contribute \$50.00 per biweekly pay period to a 401(a) Money Purchase Plan for each enrolled regular employee covered under this Resolution. This contribution is in addition to any other deferred compensation contribution provided by contract or other authority.

At the discretion of the County Executive Officer, employees may have the amount of the reduced contributions (i.e. \$25 per bi-week) deposited to their 401(a) money purchase plan in one or more lump sums, as determined by the County Executive Officer, during 2012.

If due to financial restrictions payment is not possible during 2012 then the amount may be contributed during 2013.

L. Such repayment will only be made if the employee is still in the employ of the County on the date of the repayment. 401(a) of Certain At-Will Positions: Effective January 9, 2003, if any incumbent Deputy Director I,CHA; Deputy Director II,CHA; Deputy Director for Environmental Health; Administrative Director, CHA; Animal Services Chief; Chief Finance Officer, CHA; Chief Finance Officer, RCRMC or Chief of Medical Services, CHA; accepts employment At-Will then an additional \$150 per bi-weekly pay period shall be contributed to the 401(a) Money Purchase Plan for each such employee accepting At-Will status.

M. In-lieu Contributions: Elected officials who are not members of PERS shall have an amount equal to what the County's normal contribution to their retirement would have been if they were members of the PERS system deposited on their behalf to a qualified 401(A) Money Purchase Plan.

i. The County's contribution to the Deferred Compensation plan will be made in accordance with the terms of the official Riverside County Plan document.

ii. The County's contribution to the deferred compensation plan will be based on the "normal cost" as determined by CalPERS, plus an amount equal to the current pick-up of the employee contribution, if any otherwise provided to elected officials who are in CalPERS

iii. As a condition of accepting contributions under this provision, an elected official who exercises rights under Section 31648.5 of the Government Code to join the retirement association and buy back prior service credit shall have a contractual obligation to reimburse the County for the employer's share, with interest, of the contribution made hereunder.

Sec. 504 Non-Smoking Policy: Pursuant to Board of Supervisors Policy A-23, smoking in County facilities is prohibited.

In shared buildings or floors, agency/department heads or their designees will jointly identify common smoking areas. This policy shall apply to County employees and the general public.

The County may designate up to 100% of its unassigned and assigned vehicle fleet as no-smoking areas.

Each agency/department must have a written smoking policy. If there is no smoking allowed in an agency/department or certain buildings or areas, the agency/department head shall make that declaration. If there are exceptions, the agency/department head must identify rooms or areas within each building, whether County owned or leased, where smoking is allowable including shared areas (e.g. stairwells, hallways, restrooms, etc.).

It is the responsibility of the agency/department head and agency/departmental supervisors to enforce the non-smoking policy of the County.

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

Sec. 505

Merit System/Veterans Preference: Appointments and promotions shall be made on the basis of merit and ability. Each officer shall appoint all necessary employees allowed for his/her agency/department by this Resolution only from among persons certified to him/her by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training, and experience and shall take into consideration a system of veteran's 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.

ARTICLE 6
PROBATIONARY PERIOD

Sec. 601 Computation: Each regular employee shall be in an initial probationary status from the effective date of his/her initial employment in a position in a paid status until the required initial probationary period, and any extension, is completed without separation from County employment. Computation of the initial probationary period in a paid status does not include overtime, standby, on-call, or military leave of absence. A regular employee who has not completed the initial probationary period serves at the pleasure of the agency/department head and may be released from employment without cause.

- A. Length of Initial Probation: Except as set out below, the length of the initial probationary period for employees in classifications covered under this Resolution is one year (26 pay periods) in a paid status.

The length of the initial probationary period for employees in the classification of Deputy Public Defender V (Job Code 78556) is 18 months (39 pay periods) in a paid status.

- B. Extension of Initial Probation: The initial probationary period of an employee may be extended by the employing agency/department head with the approval of the Human Resources Director. Extensions of an initial probationary period are discouraged and must be approved by the Human Resources Director or his/her designee in writing at least 80 hours before the end of the existing initial probationary period. Approval is made on a case-by-case basis and must be supported by documentation justifying the request.

The initial probationary period may be extended once by three months or twice by an additional three months.

- C. Initial Probationary Period Affected by Change in Classification: An employee who has not completed an initial probationary period and voluntarily promotes, demotes, or transfers to another classification, shall have his/her initial probationary period automatically extended an additional twelve months (26 pay periods) in a paid status beyond the date of promotion, demotion, or transfer each time the employee voluntarily promotes, demotes, or transfers to another classification prior to completing the initial probationary period, including any extensions thereto.

- D. Probation of Permanent employees following change in classification or lateral transfer: During the first one year (26 pay periods) 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 agency/department head's request, be returned to a position in the previously held classification in the former employing agency/department. If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be re-determined based on the number of pay periods of service in a paid status the employee had in step at the time of promotion, transfer or demotion. Written notice of return to former classification shall be given to the employee prior to the employee completing 26 pay periods in the probationary period and the pay and title changes of the return shall be made prior to the employee completing 26 pay periods following the promotion, transfer, or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.
- E. At-Will employees: Notwithstanding any other provision of this Resolution to the contrary, and except as provided by State law, the terms and conditions of employment for employees in the classifications set forth in below shall be as follows:
1. Agency/Department Heads appointed after November 29, 1983, shall serve at the pleasure of the Board of Supervisors (i.e. At-Will). Prior to such appointment, the Human Resources Director shall obtain written acknowledgment from the prospective appointee acknowledging his or her understanding of such At-Will status. Such employee may be terminated from service at any time, without notice, cause, or rights of appeal, by the Board of Supervisors. An agency/department head removed from service with the County of Riverside by the Board of Supervisors shall be entitled to one (1) month's salary as severance pay for each year of employment with the County of Riverside up to a maximum severance pay equal to six months' salary.
 2. Assistant Department Heads or the equivalent thereto appointed to a position in that classification authorized by the Riverside County Salary Ordinance, No. 440 after May 4, 1989, shall serve at the pleasure of the agency/department head (i.e. At-Will). Prior to such an appointment, the Human Resources Director shall obtain written acknowledgment

from the prospective appointee acknowledging his or her understanding of such At-Will status. Assistant Department Heads or the equivalent thereto who serve At-Will may be removed from their position at any time without notice, cause, or rights of appeal by the agency/department head only after the agency/department head has a minimum of 90 calendar days of service in that position and after consultation with the Human Resources Director and approval of the County Executive Officer. An assistant department head or the equivalent thereto removed from service with the County of Riverside by his or her agency/department head shall be entitled to one (1) month's salary as severance pay for each year of employment with the County of Riverside up to a maximum severance pay equal to six months' salary. Severance pay is not applicable to a situation involving the layoff of an assistant department head or the equivalent thereto.

3. Employees in the classification of Supervisor's Board Assistant and Supervisor's Legislative Assistant shall be appointed and serve at the pleasure (i.e. At-Will) of the individual Supervisor holding the office to which such employees are assigned. They may be terminated from service at any time by the Supervisor holding that office without notice, cause, or rights of appeal. Prior to an appointment to any of the above mentioned classifications the Human Resources Director shall obtain written acknowledgment from the prospective appointee acknowledging his or her understanding of such At-Will status.
4. The Local Agency Formation Commission (LAFCO) Executive Officer shall be appointed by the Local Agency Formation Commission and shall serve at the pleasure and will of the Local Agency Formation Commission (i.e. At Will). Prior to such an appointment, the Human Resources Director shall obtain written acknowledgment from the prospective appointee acknowledging his or her understanding of such At-Will status. Such employee may be terminated from service at any time, without notice, cause or rights of appeal, by the Local Agency Formation Commission. An Executive Officer of LAFCO removed from service with the Local Agency Formation Commission may be entitled to one (1) month's salary as severance pay for each year of employment with the Local Agency Formation Commission up to a maximum severance pay equal to six

months' salary. Any such severance pay shall be at the sole discretion of the Local Agency Formation Commission.

5. Employees in the classifications of:

| | |
|-------|---|
| 37605 | Assistant Sheriff |
| 37606 | Assistant Sheriff A |
| 37607 | Assistant Sheriff B |
| 37582 | Chief Deputy Sheriff |
| 37583 | Chief Deputy Sheriff A |
| 37584 | Chief Deputy Sheriff B |
| 37624 | Chief Deputy Director, Sheriff's Administration |

appointed to a position in that classification authorized by the Riverside County Salary Ordinance, No. 440 shall serve at the pleasure (i.e., At-Will) of the Sheriff. They may be terminated from service at any time by the Sheriff, without notice, cause, or rights of appeal. Prior to the appointment to any of the above classifications, the Sheriff shall obtain a written agreement from the prospective appointee acknowledging his/her understanding of such At-Will status.

Any employee serving At-Will in the above classifications removed from service by the Sheriff may be entitled to one (1) month's salary as severance pay for each year of employment with the County of Riverside up to a maximum severance pay equal to six (6) months' salary. Severance pay is not applicable to a situation involving the layoff of any incumbent of the classifications listed above.

6. Employees in the classification of:

| | |
|-------|--|
| 73556 | Deputy Director I, CHA |
| 73557 | Deputy Director II, CHA |
| 74096 | Deputy Director for Environmental Health |
| 74611 | Administrative Director, CHA |
| 73523 | Chief Veterinarian |
| 74140 | Chief Finance Officer, CHA |
| 73888 | Chief of Medical Services, CHA |

appointed to a position in that classification authorized by the Riverside County Salary Ordinance, No. 440 shall serve at

the pleasure (i.e., At-Will) of the Community Health Agency Director/Public Health Officer. They may be terminated from service at any time by the Community Health Agency Director/Public Health Officer, without notice, cause or rights of appeal. Prior to the appointment to any of the above classifications, the Community Health Agency Director/Public Health Officer shall obtain a written agreement from the prospective appointee acknowledging his/her understanding of such At-Will status.

Any employee serving At-Will in the above classifications removed from service by the agency/department head may be entitled to one (1) month's salary as severance pay for each year of employment with the County of Riverside up to a maximum severance pay equal to six (6) months' salary. Severance pay is not applicable to a situation involving the layoff of any incumbent of the classifications listed above.

7. Employees in the classifications of:

- 78539 Assistant District Attorney
- 78535 Chief Deputy District Attorney
- 37672 Assistant Chief District Attorney Investigator
- 37678 Chief District Attorney Investigator

appointed to a position in that classification authorized by the Riverside County Salary Ordinance, No. 440 shall serve at the pleasure (i.e., At-Will) of the District Attorney. They may be terminated from service at any time by the District Attorney without notice, cause, or rights of appeal. Prior to the appointment to any of the above classifications, the District Attorney shall obtain a written agreement from the prospective appointee acknowledging his/her understanding of such At-Will status.

Any employee serving At-Will in the above classifications removed from service by the District Attorney may be entitled to one (1) month's salary as severance pay for each year of employment with the County of Riverside up to a maximum severance pay equal to six (6) months' salary. Severance pay is not applicable to a situation involving the layoff of any incumbent of the classifications listed above.

8. In addition to those classifications specifically mentioned above, any employee appointed to a classification

authorized by the Riverside County Salary Ordinance, No. 440 and listed in Appendix II of such Ordinance, shall serve at the pleasure of the agency/department head (i.e. At-Will). He/she may be terminated from service at any time by the agency/department head without notice, cause, or rights of appeal. Prior to the appointment to any of these classifications the Human Resources Director shall obtain a written agreement from the prospective appointee acknowledging his/her understanding of such At-Will status.

9. Any employee who receives severance pay in accordance with this article, and who is subsequently hired in another regular position shall forfeit any severance pay pro-rated based upon actual County service interruption.

ARTICLE 7
ANNUAL LEAVE

(Not Applicable to Employees in Group 4)

Sec. 701 Annual Leave:

Regular full-time and regular part-time employees, other than elected officials and employees in Group 4, covered under the provisions of this Resolution shall neither accrue vacation nor sick leave. They shall, instead, earn Annual Leave according to each biweekly pay period of service commencing with the effective date of the employee's initial employment during his/her latest period of County employment according to the following schedule. Absence or time not worked and part-time employment shall cause said pay period's accrual of Annual Leave credits to be reduced on a pro-rata basis.

- A. Accrual Rates: (Groups 1, 2, 3, & 5 . For Law Enforcement Executive Management, see Article 21.)

| <u>MONTHS OF SERVICE</u> | <u>BI-WEEKLY ACCRUAL</u> |
|--------------------------|--------------------------|
| (0 to < 36 months) | 8.92 hours |
| (36 to <108 months) | 10.46 hours |
| (108 or more months) | 12.00 hours |

Accrual Rates: for Group 6 - Supervisor's Board Assistants and Supervisor's Legislative Assistants

| <u>ALL SERVICE</u> | <u>BI-WEEKLY ACCRUAL</u> |
|------------------------------|--------------------------|
| Supervisor's Board Assistant | 10.46 hours |

Supervisor's Legislative Assistant 12.00 hours

Annual Leave for Unrepresented Attorney Management:

Effective July 12, 2012, the job classifications listed in Article 22 of this Resolution will receive an additional 4 hours per pay period to their annual leave accrual. This additional leave accrual will expire at the end of the last pay period in June 2014. In addition, the maximum accrual for annual leave (or vacation) will be raised by 200 hours.

- B. Accrual Rates - Other: Accrual rates for employees covered under the provisions of this resolution, who have an employment agreement with the County or other benefit level approved by the Board of Supervisors, shall accrue Annual Leave at the rate determined by the County Executive Officer.
- C. Vacation Conversion: Effective July 2, 1998, accrued vacation banks (including extra vacation) for then current employees were converted to Annual Leave on an hour-for-hour basis. Any regular employee who subsequently transfers or promotes into a classification covered under the provisions of this Resolution shall have his/her accrued vacation balance similarly converted to Annual Leave on an hour for hour basis at the time of such transfer/promotion.

Sec. 702 Annual Usage: During the first twenty-six (26) pay periods of employment, employees shall be encouraged to use no less than forty (40) hours of Annual Leave and, thereafter, employees shall be encouraged to use no less than eighty (80) hours of Annual Leave in each succeeding twenty-six (26) pay periods of employment. While on Annual Leave, sick leave, holiday leave, or compensatory time off, an employee shall be compensated and receive benefits at the same rate as if he/she were on the job.

Sec. 703 Maximum Accrual: Unless otherwise approved by the County Executive Officer or indicated below, all employees covered under the terms of this Resolution may accumulate annual leave to a maximum of 1800 hours. Upon approval of the County Executive Officer, additional annual leave may be accrued to a maximum of 2,080 hours. It is the mutual responsibility of the employee and the agency/department head to assure that no employee shall exceed the maximum accrual.

Classifications Supervisor's Board Assistants and Supervisor's Legislative Assistants shall have no maximum accrual.

A regular employee who has been employed in a position, other than a position with the County of Riverside, which has prepared him/her for an assignment to a position in the Management unit may, with prior approval of the County Executive Officer and the Human Resources Director at time of hire, receive credit for such previous experience in determining their Annual Leave accrual rate (and corresponding maximum accrual), including an immediate credit of Annual Leave time, and/or the period of time before Annual Leave may be taken.

Sec. 704 Annual Leave:

- A. Agency/Department Heads: Effective January 1, 2009, an agency/department head who accrues Annual Leave pursuant to the provisions of this Resolution, may request to receive pay in lieu of up to forty (40) hours of Annual Leave per calendar year. Effective July 1, 2010, an agency/department head who accrues Annual Leave pursuant to the provisions of this Resolution, may request to receive pay in lieu of up to eighty (80) hours of Annual Leave per calendar year. Upon approval of the County Executive Officer, such agency/department head may receive pay in lieu of an additional eighty (80) hours of Annual Leave during the same calendar year provided, however, that no agency/department head shall receive pay in lieu of more than 160 hours of Annual Leave in any calendar year.
- B. Other Eligible Employees: Effective January 1, 2009, an employee, other than an agency/department head, who accrues Annual Leave pursuant to the provisions of this Resolution, may request to receive pay in lieu of up to forty (40) hours of Annual Leave per calendar year. Effective July 1, 2010, an employee, other than an agency/department head, who accrues Annual Leave pursuant to the provisions of this Resolution, may request to receive pay in lieu of up to eighty (80) hours of Annual Leave per calendar year. Upon approval of his/her agency/department head, such employee may receive pay in lieu of an additional eighty (80) hours of Annual Leave during the same calendar year provided, however, that no employee shall receive pay in lieu of more than 160 hours of Annual Leave in any calendar year.
- C. Employees who are filing an application for service or disability retirement may request a one-time pay-in-lieu of up to the full 160 hour limit of annual leave, without regard to the limitations provided

in Section 704 (A) above. The election must be made no later than six-months prior to retirement.

Sec. 705 Annual Leave Usage:

- A. Annual Leave is to be scheduled at the discretion of the agency/department head, or designee. Each agency/department head shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the agency/department and of the County service. The agency/department head shall determine when Annual Leave will be taken.
- B. While generally Annual Leave usage is required to be scheduled in advance, the County recognizes that from time to time employees may desire to use Annual Leave for an unforeseen absence due to illness/injury or other personal reason. Annual Leave may be used to restore pay otherwise lost due to such unscheduled absence from work provided that:
 - i. The employee notifies his/her agency/department head, or designee, on the first (1st) day of such absence and as often thereafter as directed by his/her agency/department head, or designee;
 - ii. If requested by the agency/department head or designee, the employee produces a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, or such other proof satisfactory to the agency/department head; and
 - iii. Any medical certificate provided by the employee be personally signed by the medical provider described at (ii) above and include a written statement indicating the day(s) of the illness/injury and that the illness/injury prevented the employee from being able to work.
- C. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of his/her agency/department head or the Human Resources Director, be required to have a physical examination by a County approved physician before returning to active duty. Such physical examination shall be performed by a physician designated by the Human Resources Director and shall be at County expense.

- D. Sections 705(B) and 705(C) shall also apply to the use of existing sick leave accruals.
- E. Annual Leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the agency/department head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the agency/department head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

F. Proof of Illness:

An employee off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements.

Sec. 706 Payoff Upon Retirement or Termination: Any regular employee who terminates or is terminated shall be credited with all accrued Annual Leave at the same rate as that received on the last day worked or last day of approved leave with pay. Terminal Annual Leave pay shall be paid into a Post-Employment Plan account designated by the employee. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

Sec. 707 Prior Sick Leave Accruals:

- A. Effective July 2, 1998, current sick leave balances were frozen provided, however, that up to 50% (1/2) of the sick leave balance for employees covered under the terms and conditions of this Resolution was converted to Annual Leave. The remaining sick

leave hours may be used until the sick leave is exhausted or, upon retirement, disability retirement, or death of the employee, it may be credited to the employee as provided under the provisions of Section 708 below.

- B. Any regular employee who transfers or promotes into a classification covered under the provisions of this Resolution shall, at the time of such transfer/promotion, have his/her sick leave balance converted and/or frozen in the manner described in 707(A) above.

Sec. 708 Payout for Unused Sick Leave: Upon service retirement, disability retirement, or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement system, unused accumulated sick leave for employees with at least five (5) but less than 15 years of service shall be credited at the rate of fifty percent (50%) of the current salary value thereof provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Unused accumulated sick leave for employees with more than fifteen or more years of service shall be credited at the rate of the current salary value provided, however, that that the total payment shall not exceed a sum equal to 960 hours of full pay. Terminal sick leave pay shall be paid into a Post-Employment Plan account designated by the employee. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

Sick leave compensation resulting from death shall be made to the persons entitled to it otherwise, in accordance with the Probate Code. Eligibility for a payout under this section is made at the time of separation from County employment and not at a later date.

Sec. 709 Prohibition Against Employment While on Annual Leave: No employee shall be permitted to work for compensation for the County while on Annual Leave without prior approval of the County Executive Officer and his/her agency/department head.

Sec. 710 Annual Leave Accrual Rate - Elected to Appointed Status: Whenever an elective officer, who has more than three years (780 days) of continuous service, succeeds or is appointed to an appointive position without interruption of service, the Human Resources Director shall ascertain the minimum amount of continuous service rendered by such person and shall report the same to the Board of Supervisors, who shall thereupon determine

the number of days of such continuous service, and the Annual Leave accrual rate shall be fixed accordingly.

Sec. 711 Exception to Continuous 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 Article may be included in such computation, in full or in part, upon the request of the agency/department head employing the person involved, and approval by the County Executive Officer.

Sec. 712 Elected Officials Exceptions: Elective County officers are not subject to the provisions of this Resolution relating to Annual Leave.

Sec. 713 Retention of Excess Accruals:

- A. Employees covered under the provisions of this Resolution who, as the result of administrative error, have incorrect Annual Leave accrual rates which are subsequently adjusted and whose maximum accrued hours are then in excess of those provided under this Resolution, shall be entitled to maintain such maximum accruals for a period of five (5) years during which time they must reduce their maximum balance to that provided under Section 703, or forfeit the excess accrued hours.
- B. Employees covered under the provisions of this Resolution who, as the result of a change in classification, are assigned to a bargaining unit represented by a recognized employee organization pursuant to the Employee Relations Resolution No. 99-379, and who have accrued Annual Leave hours, shall be permitted to maintain those accrued hours as Annual Leave. Such hours may continue to be used for vacation, sick leave or other approved leave.

An employee who is no longer eligible to accrue Annual Leave, as the result of a change in classification to a classification represented by a recognized employee organization, may continue to redeem any Annual Leave balance pursuant to Sec. 704 of this Resolution. If the employee's new classification is entitled to accrue vacation, he/she shall accrue hours at the rate specified under the applicable Memorandum of Understanding. The employee shall be permitted to retain any previously accrued and unused sick leave in his/her sick leave bank. The accrual and use of any sick leave accrued subsequent to the change in the employee's classification shall be subject to the provisions of the

Memorandum of Understanding applicable to the employee's new classification.

ARTICLE 8
VACATION

(Applicable to Group 4 employees only)

Sec. 801 Accrual Rates:

- A. Subject to the limitations and exemptions of this section, every regular employee in a classification assigned to Group 4 shall be entitled annually to the following number of working hours of vacation with pay in accordance with the record of completion of continuous years of service:
1. Zero through 3 years (0 to < 36 months) in a payroll status, 80 hours (10 days);
 2. years 4 through 9 (36 to < 108 months) in a payroll status, 120 hours (15 days);
 3. years 10 or more (108 or more months) 160 hours (20 days).

Vacation shall accrue daily at the rate appropriate to the years of service. Accrued vacation may be taken only at a time or times agreeable to the agency/department head. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

All employees covered under the terms of this Resolution may accumulate accrued vacation for not more than a maximum of 480 hours. Upon the written request of an agency/department head showing reasonable necessity and good cause, submitted prior to the accumulation of the maximum vacation entitlement, the County Executive Officer 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 months, unless a different period shall be specified in the order.

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

be filled provided funds are available therefore. Terminal vacation pay shall be paid into a Post-Employment Plan account designated by the employee. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

- C. No employee shall be permitted to work for compensation for the County during vacation, except with prior approval of the County Executive Officer and the agency/department head.
- D. 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.
- E. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this Resolution, may be included in such computation, in full or in part, upon the request of the agency/department head of the agency/department employing the person involved, and approval by the County Executive Officer.

ARTICLE 9 PAID LEAVE

Sec. 901 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 Fair Labor Standards Act (FLSA) absent as a witness in a private matter shall not be entitled to be paid during such absence.

Sec. 902 Bereavement Leave: The County agrees to allow up to five days of bereavement leave, three of which will be paid, and the additional two days to be deducted from the employee's sick leave or Annual Leave. Eligible employees must be in an active payroll 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

legal limit. Qualifying leave balances include annual leave, vacation, extra vacation, holiday balance, and the amount of sick leave payable pursuant to Sec. 708. This does not include compensatory time off for overtime. Special Pay Accounts are tax-deferred investment funds. The employee may also elect a Health Savings Account, designed to be free of taxes, which may be used for future health care costs. A participant fee is charged for Health Savings Accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

ARTICLE 5
GENERAL PERSONNEL PROVISIONS

Sec. 501 Out-of-Classification Assignments:

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

Sec. 502 Relatives: No officer shall appoint his/her spouse or registered domestic partner - or the spouse or registered domestic partner of any other officer superior to him/her - in any capacity for compensation. No such spouse or registered domestic partner shall be eligible for appointment to or continued employment in the same position of any such person who succeeded thereto pursuant to any provision of law. Continued employment shall be deemed to include promotion, demotion, or transfer, if such employee is otherwise qualified.

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. However, in no instance shall a County officer or employee execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion, or work assignments) specifically pertaining to another County employee who is closely related. "Closely related" means husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-

- a. Effective December 1, 2011, employees in Groups 1, 2, 3, & 6 hired prior to December 1, 2011, will pay 4% toward their member contributions, and the County will no longer provide or report that portion (value) as EPMC or as compensation to CalPERS.
- b. Effective December 1, 2011, employees in Groups 4 & 5 hired prior to December 1, 2011, will pay 3% toward their member contributions, and the County will no longer provide or report that portion (value) as EPMC or as compensation to CalPERS.
- c. Effective July 12, 2012, employees hired prior to December 1, 2011, in Groups 1, 2, 3, & 6, will pay an additional 4% toward their member contributions (Law Enforcement Executive Management employees will pay 5%), and the County will no longer provide or report any EPMC or as compensation to CalPERS.
- o Effective July 12, 2012, employees hired prior to December 1, 2011, in Groups 4 & 5, will pay an additional 3% toward their member contributions, and the County will no longer provide or report that portion (value) as EPMC or as compensation to CalPERS.
- d. Effective June 27, 2013, employees hired prior to December 1, 2011, in Groups 4 & 5, will pay an additional 2% toward their member contributions, and the County will no longer provide or report any EPMC or as compensation to CalPERS.
- E. Single Highest Year: The provisions of Section 20042 of the *Public Employees' Retirement Law* (Single Highest Year) shall apply to all miscellaneous and safety employees covered under the provisions of this Resolution.
- F. Three Year Final Compensation. At such time that the County Board of Supervisors executes a CalPERS permissible contract amendment, the provision of Section 20037 of the *Public Employees' Retirement Law* (Three (3) Year Final Compensation) will be implemented for employees who are hired on or after that date, or who become members of the CalPERS Safety plan on or after that date.
- G. 1959 Survivor Benefits (Safety members Only): The provisions of Section 21574.5 of the *Public Employees' Retirement Law* shall apply to safety employee members.
- H. Pre-Retirement Optional Death Benefits: The provisions of Section 21548 of the *Public Employees' Retirement Law* (Pre-Retirement

If due to financial restrictions payment is not possible during 2012 then the amount may be contributed during 2013.

- L. Such repayment will only be made if the employee is still in the employ of the County on the date of the repayment. 401(a) of Certain At-Will Positions: Effective January 9, 2003, if any incumbent Deputy Director I,CHA; Deputy Director II,CHA; Deputy Director for Environmental Health; Administrative Director, CHA; Animal Services Chief; Chief Finance Officer, CHA; Chief Finance Officer, RCRMC or Chief of Medical Services, CHA; accepts employment At-Will then an additional \$150 per bi-weekly pay period shall be contributed to the 401(a) Money Purchase Plan for each such employee accepting At-Will status.

- M. In-lieu Contributions: Elected officials who are not members of PERS shall have an amount equal to what the County's normal contribution to their retirement would have been if they were members of the PERS system deposited on their behalf to a qualified 401(A) Money Purchase Plan.
 - i. The County's contribution to the Deferred Compensation plan will be made in accordance with the terms of the official Riverside County Plan document.
 - ii. The County's contribution to the deferred compensation plan will be based on the "normal cost" as determined by CalPERS, plus an amount equal to the current pick-up of the employee contribution, if any otherwise provided to elected officials who are in CalPERS
 - iii. As a condition of accepting contributions under this provision, an elected official who exercises rights under Section 31648.5 of the Government Code to join the retirement association and buy back prior service credit shall have a contractual obligation to reimburse the County for the employer's share, with interest, of the contribution made hereunder.

Sec. 504 Non-Smoking Policy: Pursuant to Board of Supervisors Policy A-23, smoking in County facilities is prohibited.

In shared buildings or floors, agency/department heads or their designees will jointly identify common smoking areas. This policy shall apply to County employees and the general public.

ARTICLE 6
PROBATIONARY PERIOD

Sec. 601 Computation: Each regular employee shall be in an initial probationary status from the effective date of his/her initial employment in a position in a paid status until the required initial probationary period, and any extension, is completed without separation from County employment. Computation of the initial probationary period in a paid status does not include overtime, standby, on-call, or military leave of absence. A regular employee who has not completed the initial probationary period serves at the pleasure of the agency/department head and may be released from employment without cause.

- A. Length of Initial Probation: Except as set out below, the length of the initial probationary period for employees in classifications covered under this Resolution is one year (26 pay periods) in a paid status.

The length of the initial probationary period for employees in the classification of Deputy Public Defender V (Job Code 78556) is 18 months (39 pay periods) in a paid status.

- B. Extension of Initial Probation: The initial probationary period of an employee may be extended by the employing agency/department head with the approval of the Human Resources Director. Extensions of an initial probationary period are discouraged and must be approved by the Human Resources Director or his/her designee in writing at least 80 hours before the end of the existing initial probationary period. Approval is made on a case-by-case basis and must be supported by documentation justifying the request.

The initial probationary period may be extended once by three months or twice by an additional three months.

- C. Initial Probationary Period Affected by Change in Classification: An employee who has not completed an initial probationary period and voluntarily promotes, demotes, or transfers to another classification, shall have his/her initial probationary period automatically extended an additional twelve months (26 pay periods) in a paid status beyond the date of promotion, demotion, or transfer each time the employee voluntarily promotes, demotes, or transfers to another classification prior to completing the initial probationary period, including any extensions thereto.

from the prospective appointee acknowledging his or her understanding of such At-Will status. Assistant Department Heads or the equivalent thereto who serve At-Will may be removed from their position at any time without notice, cause, or rights of appeal by the agency/department head only after the agency/department head has a minimum of 90 calendar days of service in that position and after consultation with the Human Resources Director and approval of the County Executive Officer. An assistant department head or the equivalent thereto removed from service with the County of Riverside by his or her agency/department head shall be entitled to one (1) month's salary as severance pay for each year of employment with the County of Riverside up to a maximum severance pay equal to six months' salary. Severance pay is not applicable to a situation involving the layoff of an assistant department head or the equivalent thereto.

3. Employees in the classification of Supervisor's Board Assistant and Supervisor's Legislative Assistant shall be appointed and serve at the pleasure (i.e. At-Will) of the individual Supervisor holding the office to which such employees are assigned. They may be terminated from service at any time by the Supervisor holding that office without notice, cause, or rights of appeal. Prior to an appointment to any of the above mentioned classifications the Human Resources Director shall obtain written acknowledgment from the prospective appointee acknowledging his or her understanding of such At-Will status.
4. The Local Agency Formation Commission (LAFCO) Executive Officer shall be appointed by the Local Agency Formation Commission and shall serve at the pleasure and will of the Local Agency Formation Commission (i.e. At Will). Prior to such an appointment, the Human Resources Director shall obtain written acknowledgment from the prospective appointee acknowledging his or her understanding of such At-Will status. Such employee may be terminated from service at any time, without notice, cause or rights of appeal, by the Local Agency Formation Commission. An Executive Officer of LAFCO removed from service with the Local Agency Formation Commission may be entitled to one (1) month's salary as severance pay for each year of employment with the Local Agency Formation Commission up to a maximum severance pay equal to six

the pleasure (i.e., At-Will) of the Community Health Agency Director/Public Health Officer. They may be terminated from service at any time by the Community Health Agency Director/Public Health Officer, without notice, cause or rights of appeal. Prior to the appointment to any of the above classifications, the Community Health Agency Director/Public Health Officer shall obtain a written agreement from the prospective appointee acknowledging his/her understanding of such At-Will status.

Any employee serving At-Will in the above classifications removed from service by the agency/department head may be entitled to one (1) month's salary as severance pay for each year of employment with the County of Riverside up to a maximum severance pay equal to six (6) months' salary. Severance pay is not applicable to a situation involving the layoff of any incumbent of the classifications listed above.

7. Employees in the classifications of:

- 78539 Assistant District Attorney
- 78535 Chief Deputy District Attorney
- 37672 Assistant Chief District Attorney Investigator
- 37678 Chief District Attorney Investigator

appointed to a position in that classification authorized by the Riverside County Salary Ordinance, No. 440 shall serve at the pleasure (i.e., At-Will) of the District Attorney. They may be terminated from service at any time by the District Attorney without notice, cause, or rights of appeal. Prior to the appointment to any of the above classifications, the District Attorney shall obtain a written agreement from the prospective appointee acknowledging his/her understanding of such At-Will status.

Any employee serving At-Will in the above classifications removed from service by the District Attorney may be entitled to one (1) month's salary as severance pay for each year of employment with the County of Riverside up to a maximum severance pay equal to six (6) months' salary. Severance pay is not applicable to a situation involving the layoff of any incumbent of the classifications listed above.

8. In addition to those classifications specifically mentioned above, any employee appointed to a classification

Supervisor's Legislative Assistant 12.00 hours

Annual Leave for Unrepresented Attorney Management:

Effective July 12, 2012, the job classifications listed in Article 22 of this Resolution will receive an additional 4 hours per pay period to their annual leave accrual. This additional leave accrual will expire at the end of the last pay period in June 2014. In addition, the maximum accrual for annual leave (or vacation) will be raised by 200 hours.

- B. Accrual Rates - Other: Accrual rates for employees covered under the provisions of this resolution, who have an employment agreement with the County or other benefit level approved by the Board of Supervisors, shall accrue Annual Leave at the rate determined by the County Executive Officer.
- C. Vacation Conversion: Effective July 2, 1998, accrued vacation banks (including extra vacation) for then current employees were converted to Annual Leave on an hour-for-hour basis. Any regular employee who subsequently transfers or promotes into a classification covered under the provisions of this Resolution shall have his/her accrued vacation balance similarly converted to Annual Leave on an hour for hour basis at the time of such transfer/promotion.

Sec. 702 Annual Usage: During the first twenty-six (26) pay periods of employment, employees shall be encouraged to use no less than forty (40) hours of Annual Leave and, thereafter, employees shall be encouraged to use no less than eighty (80) hours of Annual Leave in each succeeding twenty-six (26) pay periods of employment. While on Annual Leave, sick leave, holiday leave, or compensatory time off, an employee shall be compensated and receive benefits at the same rate as if he/she were on the job.

Sec. 703 Maximum Accrual: Unless otherwise approved by the County Executive Officer or indicated below, all employees covered under the terms of this Resolution may accumulate annual leave to a maximum of 1800 hours. Upon approval of the County Executive Officer, additional annual leave may be accrued to a maximum of 2,080 hours. It is the mutual responsibility of the employee and the agency/department head to assure that no employee shall exceed the maximum accrual.

leave hours may be used until the sick leave is exhausted or, upon retirement, disability retirement, or death of the employee, it may be credited to the employee as provided under the provisions of Section 708 below.

- B. Any regular employee who transfers or promotes into a classification covered under the provisions of this Resolution shall, at the time of such transfer/promotion, have his/her sick leave balance converted and/or frozen in the manner described in 707(A) above.

Sec. 708 Payout for Unused Sick Leave: Upon service retirement, disability retirement, or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement system, unused accumulated sick leave for employees with at least five (5) but less than 15 years of service shall be credited at the rate of fifty percent (50%) of the current salary value thereof provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Unused accumulated sick leave for employees with more than fifteen or more years of service shall be credited at the rate of the current salary value provided, however, that that the total payment shall not exceed a sum equal to 960 hours of full pay. Terminal sick leave pay shall be paid into a Post-Employment Plan account designated by the employee. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

Sick leave compensation resulting from death shall be made to the persons entitled to it otherwise, in accordance with the Probate Code. Eligibility for a payout under this section is made at the time of separation from County employment and not at a later date.

Sec. 709 Prohibition Against Employment While on Annual Leave: No employee shall be permitted to work for compensation for the County while on Annual Leave without prior approval of the County Executive Officer and his/her agency/department head.

Sec. 710 Annual Leave Accrual Rate - Elected to Appointed Status: Whenever an elective officer, who has more than three years (780 days) of continuous service, succeeds or is appointed to an appointive position without interruption of service, the Human Resources Director shall ascertain the minimum amount of continuous service rendered by such person and shall report the same to the Board of Supervisors, who shall thereupon determine

Memorandum of Understanding applicable to the employee's new classification.

ARTICLE 8
VACATION

(Applicable to Group 4 employees only)

Sec. 801 Accrual Rates:

- A. Subject to the limitations and exemptions of this section, every regular employee in a classification assigned to Group 4 shall be entitled annually to the following number of working hours of vacation with pay in accordance with the record of completion of continuous years of service:
1. Zero through 3 years (0 to < 36 months) in a payroll status, 80 hours (10 days);
 2. years 4 through 9 (36 to < 108 months) in a payroll status, 120 hours (15 days);
 3. years 10 or more (108 or more months) 160 hours (20 days).

Vacation shall accrue daily at the rate appropriate to the years of service. Accrued vacation may be taken only at a time or times agreeable to the agency/department head. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

All employees covered under the terms of this Resolution may accumulate accrued vacation for not more than a maximum of 480 hours. Upon the written request of an agency/department head showing reasonable necessity and good cause, submitted prior to the accumulation of the maximum vacation entitlement, the County Executive Officer 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 months, unless a different period shall be specified in the order.

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

father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparent, grandchild, and the equivalent step-relationships or relationships through a domestic partnership. The County has the right to require proper documentation in support of the requested leave.

Sec. 903

Fitness for Duty: With prior approval by the Human Resources Director, an agency/department head, or a designee, when in his/her judgment reasonable cause exists, order an employee off work until such time as the County's Employee Health Medical Director or designee determines 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 agency/department.

When the agency/department head, or a designee, orders an employee off work, the agency/department head shall, as soon as possible, schedule an appointment for the employee with the County's Employee Health Medical Director or designee who shall examine the employee for the sole purpose of determining whether or not the employee is able to return to work.

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 of the Employee Health Medical Director's determination.

Sec. 904

Sick Leave (Applicable to Employees in Group 4 Only):

- A. Accrual: Every regular full-time or part-time employee who is assigned to a classification in Group 4 shall accrue sick leave pay on a daily basis and computed at the rate of 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, except the accrual shall be pro-rated for hours actually worked.
 2. Sick leave shall accrue at all times when the employee is in a paid status.
 3. 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

father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparent, grandchild, and the equivalent step-relationships or relationships through a domestic partnership. The County has the right to require proper documentation in support of the requested leave.

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When the agency/department head, or a designee, orders an employee off work, the agency/department head shall, as soon as possible, schedule an appointment for the employee with the County's Employee Health Medical Director or designee who shall examine the employee for the sole purpose of determining whether or not the employee is able to return to work.

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 of the Employee Health Medical Director's determination.

Sec. 904

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1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee, except the accrual shall be pro-rated for hours actually worked.
 2. Sick leave shall accrue at all times when the employee is in a paid status.
 3. 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 Resolution 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 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.

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

B. Medical Certification Program:

1. When in the judgment of the agency/department head 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 signed original 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 agency/department head. Such certificate shall include a

written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.

Employees on a medical certification program shall have their sick leave usage reviewed at least annually. If the review shows substantial improvement, they shall be removed from the category of having to provide the certificate for each absence.

Every regular employee shall use accrued vacation, then holiday time, and then may use compensatory time, when sick leave has been exhausted due to extended illness or injury unless he/she is on a medical certification program in accordance with B.1 of this section.

Proof of Illness:

2. An employee off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements.
- C. Reporting Requirements: In the absence of a more stringent agency/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: Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family is defined to mean a spouse, child, registered domestic partner, child of registered domestic partner, parent, brother, or sister of the employee.
- 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 Employee's Retirement System, unused accumulated sick leave shall be credited at the rate of fifty (50) percent of the current salary value thereof for each such person who has had five full years of service in a payroll status provided, however, that the total payment shall not exceed a sum equal to

960 hours of full pay. Terminal sick leave pay shall be paid into a Post-Employment Plan account designated by the employee. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

A sick leave payout resulting from death of an employee shall be made to the persons entitled to it otherwise, in accordance with the Probate Code.

Eligibility for a payout under this section is determined at the time of separation from County employment and not at a later date.

ARTICLE 10
ON THE JOB INJURY

Sec. 1001 Workers' Compensation Benefits: An employee or officer who suffers an injury or illness which entitles him/her to benefits under the Workers' Compensation Law, and for which he/she actually receives or obtains 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 his/her regular compensation, to the extent of the value of his/her accrued sick leave or Annual Leave, including, for this purpose, the values, successively, of his/her accrued compensatory time off for overtime and accrued vacation credit. During a period of temporary disability and in the proportion that the employee is paid for the difference between his/her temporary disability payments and his/her regular compensation, he/she shall continue to accrue Annual Leave benefits at the regular rate.

The right is reserved to make later adjustments 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 overpayments 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 or annual 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.

Sec. 1002 4850 Exclusion: The provisions of this Article shall not apply to any peace officer, firefighter, or similar employee as to whom the benefits of section 4850 of the *Labor Code* are applicable. Sick leave, Annual Leave, vacation, or compensatory time off shall not be applied to absence on account of disability under that statute. Annual Leave benefits shall continue to accrue during such disability, in accordance with the law.

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, Annual Leave, vacation and compensatory time off for overtime, until the issue shall be adjudicated.

ARTICLE 11
LEAVES OF ABSENCE
WITHOUT PAY

Sec. 1101 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.

Sec. 1102 Leaves of Absence - In General: An agency/department 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. Maternity.
- C. To take a course of study which will increase the employee's usefulness on return to the County.
- D. Personal reasons acceptable to the authority whose approval is required.

Sec. 1103 Agency/Department Leave of Absence: Agency/department leave of absence up to 480 hours in any one calendar year period may be granted to any employee by the agency/department head. Such leave of absence for an agency/department head shall be granted only by the Board of Supervisors, for such period as the Board may determine. Such leave shall be reported as leave of absence via

the agency/department's payroll. The agency/department head, or Board of Supervisors, may require the leave of absence to be for a specified period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation or other evidence substantiating the leave as required by the agency/department head or Board of Supervisors.

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 releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the *Americans with Disabilities Act*, the *California Fair Employment and Housing Act*, a County designed temporary modified duty assignment, and/or the County return to work program.

Sec. 1104 Official Leave of Absence: A regular employee may request an official leave of absence exceeding 480 hours, but not exceeding one year (2,080 hours). Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the agency/department head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources Department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director does not approve the request, it shall be so endorsed and returned to the agency/department head, who may present it to the Board of Supervisors. The Board of Supervisor'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.

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 releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the *Americans with Disabilities Act*, the *California Fair Employment and Housing Act*, a County designed temporary modified duty assignment, and/or the County return to work program.

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 head may require two weeks advance notice of the employee's intention to return.

The Human Resources Director 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.

Sec. 1105 Military Leave: Absences on account of military duty are governed by provisions of United States Code Title 38, Chapter 43 and the California *Military and Veterans Code*.

Sec. 1106 Abandonment/Automatic Resignation:

- A. Absence without leave of any employee, whether voluntary or involuntary, for five consecutive working days is an automatic resignation from County service, providing the employee upon written agency/department notification does not respond to the agency/department and/or does not provide a satisfactory explanation for the absence and his/her failure to obtain an approved leave. The notification to the employee must be in writing prior to the agency/department finalizing the resignation and must contain an opportunity within three working 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.
- B. An employee may, within 10 calendar days of service of the second letter from the agency/department, request in writing reinstatement from the 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 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 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") from a list of five neutrals approved by the Human Resources Director. 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, the agency/department 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 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 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 this Resolution.
6. The cost for the service of the neutral and the hearing room, if any, shall be borne by the County. The cost of transcripts, if any, will be borne by the ordering party.
7. The neutral is authorized to dismiss the appeal if the employee fails to appear at the hearing after being notified in writing of the date and time.

ARTICLE 12
DISCIPLINARY PROCEDURE

Sec. 1201 Applicability:

- A. The provisions of this Article do not apply to:
1. At-will employees covered under the provisions of this Resolution.
 2. Employees who have not completed an initial probationary period with the County of Riverside, including any extensions thereto.
 3. Permanent employees serving a promotional probationary period when such disciplinary action does not affect any vested rights.

As used in this procedure, "disciplinary action" means termination, demotion, reduction in compensation, suspension, or written reprimand in lieu of suspension (which shall for all purposes have the effect of the equivalent suspension) of an employee.

Sec. 1202 Cause for Action: Any of the following acts of an employee who has permanent status shall be good cause for 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 agency/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 agency/department in which he/she is 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 his or her job or the performance of the agency/department. The agency/department 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 (Board Policy C-10).
- p. Violation of the County's Workplace Violence, Threats and Securities Policy (Board Policy C-27).
- q. Violation of the County's Harassment Policy and Complaint Procedure (Board Policy C-25).

Sec. 1203 Investigatory Leave of Absence: Pending investigations by the agency/department head, or designee, of accusations of misconduct against an employee, the agency/department head, with the approval of the Human Resources Director or designee, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence 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 agency/department head will notify the employee in writing as to what specific allegations are being investigated. Additional 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 leave, the employee shall be returned to duty pending the completion of the investigation and the imposition of any disciplinary action provided, however, the agency/department head may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County's best interest.

Sec. 1204 Written Order for Demotion, Suspension, Reduction in Pay, Termination: The continuing employment of every permanent employee shall be contingent upon good behavior. Any such

employee may be terminated, demoted, suspended, reduced in pay, demoted and suspended, or reprimanded in lieu of suspension for cause by the appointing authority in the following manner:

- A. The appointing authority shall serve upon the employee a Notice of Proposed Disciplinary Action stating the nature of the proposed action and its effective date. Such Notice shall also set forth in writing the reasons for the proposed disciplinary action, a statement of the charges upon which the action is to be based, a notice to the employee that he/she has the right to review the materials being used against him/her, and a statement advising the employee that he/she has the right to respond to the charges.
- B. Within seven (7) working days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority, the employee may respond to the County's proposed action. Such response may be presented orally or in writing.
- C. Notwithstanding the above, in cases where the disciplinary action involves a suspension of 80 hours or less the agency/department head, with approval of the Human Resources Director or designee, may suspended the employee immediately. In which case the Notice of Proposed Disciplinary Action, and the opportunity to respond thereto, shall be provided to the employee within the period of suspension or a reasonable time thereafter.
- D. At the completion of the period described in (B) above, the appointing authority shall review the employee's response, if any, and make a determination whether to sustain, or amend the proposed disciplinary action. If the appointing authority decides to amend or sustain the proposed action, the employee will be served with a Notice of Disciplinary Action setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based. The Notice of Disciplinary Action shall also advise the employee that the action being taken is final, and advise him/her of the right to appeal that action to the Human Resources Director, or designee within ten (10) working days of the date the letter is served on the employee.

Sec. 1205 Amended Notice of Disciplinary Action:

- A. At any time before an employee's appeal is submitted to the neutral for decision, the appointing authority 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. Any objections to the amended or supplemental causes or allegations may be made orally or in writing prior to the appeal hearing. The employee shall not be required to file a further appeal in the event that an appeal was filed on the original disciplinary action.

Sec. 1206 Limitations:

- A. Suspension of an employee shall not be for more than forty (40) working days. Suspension of an employee who is exempt from the *Fair Labor Standards Act* shall be imposed in accordance with the provisions of the Act.
- B. Reduction in compensation under this section shall consist only of a change within the salary grade from the existing step to a lower step for a specified duration of one or more full pay periods, but not to exceed thirteen (13) pay periods. Reduction in compensation shall not be used as a disciplinary measure for employees who are exempt from the *Fair Labor Standards Act*.

Sec. 1207 Appeals: An employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Human Resources Director or designee within ten (10) working days after the date of service of the Notice of Disciplinary Action against which the appeal is made. An appeal shall:

- a. Be accompanied by a copy of intent and final 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.

Sec. 1208 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 thirty (30) days the appeal is deemed to be withdrawn and the right to review is waived.

Sec. 1209 Hearing Procedure - Minor Discipline:

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, a pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand in lieu of suspension of eighty (80) hours or less, the appeal shall be determined under the following provisions:
- B. Appeals shall be heard by a third party neutral (hereinafter referred to as a "neutral") agreed to by the parties from a list of five neutrals approved by the Human Resources Director. The neutral's decision may be verbal or in writing. The neutral's decision shall be binding on both parties.
- C. Only the employee and one (1) non-attorney representative and the agency/department 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.
- D. 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.
- E. The judgment of the neutral shall be binding on both parties neither of which shall have the right of further appeal.
- F. The neutral will not substitute his/her discretion and judgment for that of management for sustained charges unless the neutral finds that discrimination, capriciousness, or arbitrary action by the County is proven.
- G. The neutral 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 1209(A) herein.
- H. The judgment of the neutral shall be rendered within five (5) working 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.

- I. 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 this Resolution.
- J. All costs for the service of the neutral and the hearing room, if any, shall be borne by the County. The cost of the transcripts, if any, shall be borne by the ordering party.
- K. Any hearing expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- L. The neutral is authorized to dismiss the appeal if the employee fails to appear at the hearing after being notified in writing of the date and time.

Sec. 1210 Hearing Procedure - Major Discipline:

- A. Appeals filed in cases of termination, demotion, suspension exceeding eighty (80) working hours, pay reduction exceeding eighty (80) hours of gross salary, or written reprimand in lieu of suspension exceeding eighty (80) hours, shall be heard by a third party neutral.
- B. The parties shall select a neutral from a list of five neutrals approved by the Human Resources Director. The neutral shall be selected by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. 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. The date, time, and venue for the hearing shall be set by the Human Resources Director, or designee, within a reasonable period based on the neutral's availability and other scheduling factors.
- D. The employee and the agency/department head may be represented by counsel or other representative.
- E. It shall be the duty of any County officer or employee to attend a hearing and testify upon the written request of the employee, the agency/department head, or the neutral, provided reasonable

notice is given the agency/department employing the officer or employee. The Human Resources Director, or designee, shall arrange for the production of any relevant County record. The neutral is authorized to issue subpoenas.

- F. All appeal hearings involving the termination of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the agency/department head may, at its own expense, provide a reporter for the hearing.
- G. The expenses of the neutral shall be paid by the County. The cost of transcripts, if required, shall be paid by the ordering party. Each party shall make arrangements for and pay expenses of witnesses who 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 hearing expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. The neutral is authorized to dismiss the appeal if the employee fails to appear at the hearing after being notified in writing of the date and time.
- J. Within 21 days following the submission of the appeal, the neutral 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 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*.
- K. General Rules
 - 1. The neutral shall confine the decision to issues raised by the statement of charges, including all the supporting documentation, and responses. The neutral shall act in judicial, not legislative manners. The neutral shall not amend, modify, nullify, ignore, add to or subtract from the provisions of this Resolution but, rather, shall interpret and apply its terms.
 - 2. The neutral will not substitute his/her discretion and judgment for that of management for sustained charges

unless the neutral finds that discrimination, 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 decision.
4. In the case of termination, if the neutral finds the order of termination should be modified, the appellant shall be either demoted to an appropriate classification or reinstated to a position in the classification held immediately prior to termination subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the neutral.
5. If the neutral finds the order of termination should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to termination and shall receive pay and fringe benefits for all of the period of time between the termination and reinstatement.
6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the appeal proceedings.
7. Restoration of pay and/or benefits shall be subject to the employee's obligation to take reasonable steps to mitigate his/her loss. This will include but not be limited to deduction of all unemployment insurance and outside earnings which the appellant received since the date of termination 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 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 advise a reviewing court of the basis for the neutral's decision. If the neutral fails to do so either party may request in writing within thirty (30) days of the issuance of the decision that the neutral render such findings.

Sec. 1211 Evidence and Procedures Applicable to Major Disciplinary 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 1201.a. herein, unless it is the type of hearsay admissible over objection in a civil action.
- 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 agency/departments involved in an appeal hearing, and communications between the representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in the appeal 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 own behalf may be called and cross-examined.
- G. The employee and the agency/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 and the employee.

- I. The intention of the parties is that appeals be adjudicated as efficiently and economically as possible. The use of legal counsel in the appeal process can result in excessive delays, longer hearings, and increased costs. The parties to a disciplinary appeal hearing hereby commit to instructing their legal counsel to conform to the intention of this Resolution and to take all necessary steps to expedite the appeal 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. 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:

- a. the simplification of the issues,
- b. the possibility of obtaining admissions which might facilitate the hearing,
- c. the quantum of damages, in the appropriate case,
- d. any preliminary application by either party,
- e. any other matters that may aid in the disposition of the action or the attainment of justice.

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

- a. a party file and deliver, within a fixed time, to each other party as specified by the neutral, any relevant documents,
- b. any preliminary applications be brought within a fixed time or by a specified date,
- c. a statement of agreed facts be filed within a fixed time or by a specified date,
- d. a party deliver a written summary of the proposed evidence of a witness within a fixed time or by a specified date,
- e. 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,
- f. the hearing be rescheduled,

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

If the neutral, 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 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, to pay all or part of the non-offending party's costs of the transcripts, or such other relief that the neutral deems appropriate in the circumstances.

Sec. 1212 Non-Discrimination: Disciplinary actions shall be taken without regard to any protected class under federal or state law.

ARTICLE 13 HOLIDAYS

Sec. 1301 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 proceeding January 1, February 12, July 4, November 11 or December 25, in lieu of such date when such date falls on Saturday; the Monday following in lieu of such date when it falls on a Sunday.

B. Qualifying Factors

1. Only regular and probationary employees in a current paid status shall be eligible for paid holidays. "Current paid status" does not

include payments received from outside sources (e.g. disability benefits, worker's compensation benefits, etc.).

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 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 Qualifying, FLSA nonexempt employees covered under the provisions of this Resolution who work on a paid holiday shall be paid at their regular rate for the time actually worked.

In addition, such employee shall have a choice of:

- a. Receiving compensatory holiday time off not to exceed eight (8) hours for such holiday or;
 - b. Being paid for the holiday at the regular rate of pay not to exceed eight (8) hours.
2. Not Working the Holiday A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to equal compensatory holiday time off for such a holiday.

When a holiday falls on a normal workday and the employee does not work, the employee shall be paid for not more than eight (8) hours of holiday pay. An FLSA non-exempt employee on an alternative work schedule of more than eight (8) hours a day shall use accrued vacation, holiday time or compensatory time off to make-up the required hours in excess of eight (8).

3. Part-Time Employees A regular part-time employee shall only receive compensatory holiday pay for the holiday or portion thereof that coincides with his/her regularly scheduled working hours.
4. Scheduling Holiday Compensatory Time Off Holiday Compensatory Time Off shall be scheduled by the agency/

department head following a request by the employee and shall be granted within a reasonable time following the request.

ARTICLE 14
LAYOFF AND REINSTATEMENT

Sec. 1401 Seniority:

- A. Definition of Seniority: Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire.
- B. Definition of Department: Department, for the purposes of this procedure, shall be defined as an agency, department, or district of the County.
- C. Whenever more than one employee in a Department has the same most recent date of hire, seniority shall be determined in the following order: hours of County service from the most recent date of hire, seniority in classification, and seniority in the Department or agency.
- D. Except as otherwise provided in this procedure, an employee shall lose seniority upon resignation, retirement, termination, or removal from all Departmental Reinstatement Lists.

Sec. 1402 Reduction in Force:

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

3. Probationary transfer employees, probationary promotional employees, and all other regular employees.
- C. Layoffs of employees within each classification shall be based primarily on merit and ability, as determined by the Department Head or designee, and reflected in the employees' most recent performance evaluation, with a rating of at least "meets standard" (or equivalent). In the event that two or more employees have at least a "meets standard" rating then the layoff shall be based on seniority, with the least senior employees being laid off first. Whenever an agency/department head believes the best interest of the County requires the retention of an employee with special qualifications, skills, abilities or fitness for his/her position, the agency/department head may prepare a written request to the Human Resources Director to grant an exception to the order of layoff. Subsequent to conducting a review of the request, the Human Resources Director shall forward the request, together with his/her recommendation, to the County Executive Officer for final action. An employee who is 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 agency/department head shall give notice to each regular employee affected by a reduction in force at least fourteen (14) days prior to the effective date of the action. A list containing the names of the employee(s) to be laid off shall be given to the Human Resources Director. 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 in the County, was not removed therefrom for disciplinary reasons, and the Department Head, or designee, is satisfied that the employee has the merit and ability to perform such job, such employee shall, upon his/her request, be given a transfer or demotion within the Department to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority, and only if it can be accommodated with the positions funded under the layoff plan. The affected employee must request such transfer or demotion within seven days of written notification of layoff by personal delivery or mailing of a certified letter to the agency/department head.

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

Sec. 1403 Reassignment:

- A. An employee not expected to be laid off may in lieu of reassignment elect to be laid off and be placed on the Departmental Reinstatement List if both of the following conditions exist:
1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) working days of the effective date of the reassignment; and
 2. The new work location is more than 40 miles from the employee's current work location or the employee's home, whichever is closer;

An employee who chooses to be laid off and have his/her name placed on the Departmental Reinstatement List under this section shall notify the agency/department head in writing of the decision at least three (3) working days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective.

Sec. 1404 Employment Counseling and Referral: Prior to the effective date of layoff, every employee given notice of layoff for a period of time longer than one (1) pay period, may schedule an employment counseling session with the Human Resources Department for assistance in determining other employment opportunities within the County for which the employee may qualify.

- A. Only employees who have either been given layoff notices or are currently on a Departmental Reinstatement List shall be referred first to any agency/department requesting a recruitment for classifications from which the employees were laid off.
- B. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred first to agency/departments requesting recruitments for all other classifications.

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

Sec. 1405 Departmental Reinstatement List:

- A. The name of every regular employee who is laid off, transfers, or demotes in the same Department to a formerly held classification 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 the Departmental Reinstatement Lists for all classifications of a currently equal or lower salary grade in which the employee ever held regular status, provided the Department is allocated any positions of such classifications.
- B. Any vacancy to be filled within a Department shall be offered first to individuals named on the Departmental Reinstatement List based on merit and ability, as determined by the Department Head or designee. In the event that two or more employees have relatively equal merit and ability the position shall be offered in order of greatest seniority for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
 - 1. The expiration of two (2) years from the date of placement on the list.
 - 2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
 - 3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify their agency/department head, in writing, of the employee's current mailing address.
 - 4. Request in writing to be removed from the list.

Sec. 1406 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:

- A. Restoration of all sick leave credited to the employee's account on the date of layoff that have not been paid into a post-employment account.
- B. Continuation of seniority.
- C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave or vacation.
- D. Placement on the salary grade at the previously held step prior to layoff or reduction, or the step which is nearest the employee's current pay rate, whichever is higher, with the employee's hours in a step being the same number of hours which the employee had at the time of layoff.

Sec. 1407 Reemployment:

- A. Status on Reemployment: Reemployment is defined as being employed by the same or other agency/department into a regular position, only while on a Departmental Reinstatement List, other than that from which the employee had reinstatement rights to. If reemployed while the employee's name is current on any Departmental Reinstatement List, the employee shall be entitled to:
 - 1. Restoration of all sick leave credited to the employee's account on the date of layoff that have not been paid into a post-employment account.
 - 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 Annual Leave accrual or vacation accrual.

ARTICLE 14A
MANDATORY FURLOUGH

- Sec. 1401A Scope and Implementation: The mandatory furlough will be effective when authorized by the County Executive Officer and may be terminated at any time by the County Executive Officer. When implemented in an agency/department, the mandatory furlough is applicable to all employees covered by this Resolution within that agency/department.
- Sec. 1402A Length of Furloughs: Employees shall furlough the number of hours or days established for the agency/department by the County Executive Officer or designee during each fiscal year.
- Sec. 1403A Scheduling: The agency/department head shall work with the County Executive Officer to determine how the mandatory furlough will be implemented in accordance with the budgetary and operational needs of the agency/department. Part-time employees shall furlough on a pro-rata basis.
- Sec. 1404A Additional Mandatory Furloughs: In the event the County Executive Officer determines that additional mandatory furloughs, beyond the number of hours or days originally established, are required for the agency/department then the affected employees shall be given two pay periods notice of the additional furlough requirements and the reasons therefore, except when the additional furlough requirements are in response to a fiscal emergency that makes providing two pay periods notice impossible or impractical (e.g. external funding is cut off).
- Sec. 1405A Voluntary Furloughs: Employees will be permitted to take additional voluntary furlough time beyond the mandatory furlough required herein 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.
- Sec. 1406A Credit for Voluntary Furlough Hours: In the event a mandatory furlough is implemented, an employee who has taken a voluntary furlough pursuant to Board of Supervisors Policy C-31 adopted 12/23/08 shall be credited the hours taken under the voluntary furlough program towards the hours required by the mandatory

furlough program.

Office closure: If, as part of its mandatory furlough plan, an agency/department closes its office(s) on specified days, making it impossible for an employee who has already fulfilled his/her furlough obligation for the calendar year to report to work on those days, then the employee shall either make alternative work arrangements with the agency/department for the period of the closure or use accrued leave, other than sick leave, to cover the period of the closure.

Sec. 1407A Restrictions: Except as indicated below, no annual leave, vacation, extra vacation, sick leave, overtime, compensatory time off, or other banked leave may be used to offset mandatory furlough time.

Employees may not perform County work while on a mandatory furlough or work additional hours during the workweek in which the mandatory furlough falls to make up for the mandatory furlough time. The mandatory furlough time will not count as hours worked under the *Fair Labor Standards Act (FLSA)* or be counted towards qualification for overtime under the provisions of this Resolution.

Employees will not be permitted to be in their work areas or to perform their official duties during the period of mandatory furlough. Supervisors may not direct employees to work and employees are not to perform work for the County on their own during the period of mandatory furlough.

Supervisors shall not permit an employee, and employees shall not seek or volunteer to work overtime in a week in which mandatory furlough time is taken. Permitting an employee to earn overtime during a week in which the employee takes mandatory furlough hours would reduce the savings achieved by the mandatory furlough.

Employees who are exempt from the overtime provisions of the FLSA will lose their exemption during any week in which they take a budget-required furlough (i.e. mandatory furlough but not voluntary furlough). These employees must report their actual hours of work during the week of furlough. Exempt employee shall refrain from working any additional hours during the remainder of the furlough week beyond their normal work day in order to avoid the payment of overtime for that week and/or the recapture of time that otherwise would be furloughed.

If required by the operational needs of the department, the employee's agency/department head or designee may revoke a previously scheduled mandatory furlough and the employee will be rescheduled to take the mandatory furlough at some other time prior to June 30th of the same fiscal year.

Sec. 1408A Retirement: Employees who submit a letter of intent to retire from the County during any fiscal year in which mandatory furloughs have been authorized will still be required to furlough but may use any banked leave, except sick leave, to receive payment for their mandatory furlough hours. None of these leave hours paid for this purpose will be considered in determining eligibility for overtime.

Should any employee who submits such a notice not retire during the fiscal year identified in the letter of intent then an additional amount of paid leave equal to the amount of paid leave that was used to cover the mandatory furlough time during that fiscal year will be deducted from the employee's leave balances at the end of the fiscal year. In the event the employee has insufficient leave to cover this deduction then the amount will be deducted from the employee's leave accruals in the following fiscal year(s) or from the employee's final paycheck should the employee fail to restore the leave balances prior to his/her departure from the County.

Sec. 1409A Holidays: Mandatory 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 approval, may take mandatory furlough hours adjacent to other forms of paid leave.

Sec. 1410A Benefits: Employees subject to mandatory 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. Mandatory 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 pension calculation, except to the extent that they are based on the actual number of hours worked. This includes bilingual pay, shift differentials, etc.

Mandatory 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.

Mandatory furlough participants who are required to take a block of time off in excess of a full pay period will need to arrange payment of the normal required employee contributions for benefit plans during the relevant pay period(s).

Sec. 1411A FMLA/CFRA/PDL Leave: Employees on FMLA/CFRA/PDL qualifying leave on a day (or days) they have been scheduled for mandatory furlough will be required to substitute mandatory furlough hours (unpaid leave) for paid leave on that day (or days) during the FMLA/CFRA/PDL leave.

Sec. 1412A Military Leave: Employees on paid military leave will not be scheduled for mandatory furloughs during such leave but will participate in the mandatory furlough at all other times during the fiscal year.

Sec. 1413A Payroll Issues: A special time entry code will be established to capture all mandatory 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 mandatory furlough will reduce the employee's immediate take home pay. In scheduling mandatory furlough times the department 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, RSA dues, life insurance, etc.).

Employees who are exempt from the overtime provisions of the FLSA will lose their exemption during any week in which they furlough. In these furlough weeks these employees shall accurately report the hours worked each day on their timesheet for that week.

Sec. 1414A Workload: The County acknowledges and recognizes that as a result of the mandatory 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 15
SPECIAL ADJUSTMENTS & DIFFERENTIALS

Sec. 1501 Special Medical Care Assignments:

- A. Critical Care: Any Assistant Director of Nursing Services shall be entitled to a salary differential of \$2.00 per hour above their regular rate of pay when assigned in the following critical care areas:

Emergency Room/Trauma Services
Intensive Care Unit
Labor and Delivery
Neonatal Intensive Care Unit
Operating Room
PACU
PCU
Pediatrics
Pediatrics Intensive Care Unit
Psychiatry

No critical care differential will be paid for working in the critical care area (as herein defined) unless proof of certificate, as required, is on file with the Human Resources Officer at the Riverside County Regional Medical Center. Newly hired employees must have or obtain required certification prior to receiving any critical care differential. The Nursing Office, Human Resources Officer, and/or Staff Development Office will advise all Registered Nurses working in critical care areas as to their status of certification. This shall include certificates needed and names, dates, time(s), and places when courses will be given.

- B. 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 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 10.2% above his/her regular rate of pay while performing these services.
- C. Any Staff Psychiatrist I, II, III, or IV shall be entitled to a salary differential of \$2.40 per hour worked above their regular rate of pay when assigned to the Emergency Treatment Services Facility, Inpatient Treatment Facility or Detention Health Facility.

- D. Any Staff Psychiatrist I, II, III, or IV shall be entitled to a maximum premium of \$500.00 for each evening shift in the Emergency Treatment Services Facility on a pro-rata basis for each hour worked.
- E. Engineering, Survey, Architect Licensure: The incumbent of a professional engineering position 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 the rates applicable to the salary grade which is two (2) steps higher than that specified for such position, at the option of the employee's department head.

ARTICLE 16
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 Resolution by reference.

For cause, management may condition further employment on successful passage of a drug or alcohol test. A refusal to test shall be considered a positive result.

ARTICLE 17
FLEXIBLE BENEFIT PROGRAM AND OPTICAL INSURANCE

Sec. 1701 Flex Benefits Programs.

The County's monthly Flexible Benefit contribution for current, regular employees covered under the provisions of this Resolution who select a County medical plan shall be as follows:

GROUPS

SEMI-MONTHLY CONTRIBUTION

| | | |
|---|---------------|----------|
| 2 (Supervisor's Board Assistants and Supervisor's Legislative Assistants only), 4 & 5 | Eff. PP 25-12 | \$398.18 |
|---|---------------|----------|

For subsequent years, commencing with the second pay period in November of each year, from 2012 through 2015, the semi-monthly premium shall increase by the percent increase in the Kaiser Family rate for the County, not to exceed a total flex benefit of \$823.00 per month.

| | | |
|---|---------------|----------|
| 1, 2 (other than Supervisor's Board Assistants and Supervisor's Legislative Assistants), 3, & 6 | Eff. PP 25-11 | \$375.64 |
| 7 | Eff. PP 25-08 | \$371.70 |

Please see Article 21 for Flexible Benefit Adjustments for Law Enforcement Executives

The County's monthly Flexible Benefit contribution for current, regular employees covered under the provisions of this Resolution who waive County medical plan but select another County benefit shall be as follows:

GROUPS

SEMI-MONTHLY CONTRIBUTION

Eff. PP 25-05

| | |
|---|----------|
| 1 – 6 (other than Group 2 Unrepresented Attorneys) | \$267.00 |
| 2 Unrepresented Attorneys (specified management level employees in the office of the Public Defender and County Counsel not represented by a bargaining unit) | \$212.70 |

To be eligible for the above contribution, an employee must participate in the Flexible Benefit Program and be in a paid status at least 5 hours or be on an approved FMLA/CFRA leave during the pay period. The contribution will be paid in the first two pay dates of the month; no contribution is made in the third pay date of the month.

Flex for Part-Time Employees. Part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees, are eligible for the Flexible Benefit Program on the following basis:

Employees working 20 to 29 hours per week: 50% of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee.

Employees working 30 to 39 hours per week: 75% of the applicable County of Riverside Flexible Benefits Program contribution 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.

- A. Plan Selection Requirement. Employees whose last hire date is on or after November 13, 2003 will be required to select a medical health insurance plan as part of their Flexible Benefit election each year, and will not have the option of waiving all medical health insurance coverage unless the flexible benefit contribution by the County is also waived. Those who fail to either timely elect medical coverage or waive all participation in the flexible benefit plan will be placed in the lowest-priced employee-only PPO medical plan available.
- B. Waiving Medical Coverage. Employees hired prior to November 13, 2003, may elect to not take medical health insurance coverage, if they 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 hospital and medical coverage shall be received by the Human Resources Department within sixty days from date of hire, and annually during Open Enrollment.

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

- C. Cash Back. If monies remain after deduction of elected benefits, said monies may be taken in cash back to the aggregate total of options selected and cash.

If monies remain after waiver of medical health insurance and deduction of other elected benefits, said monies may be taken as cash in the employee's pay.

Sec. 1702 Optical Insurance. The County provides an optical plan to employees covered under the provisions of this Resolution with no premium cost to the employee. Such optical plan is not part of the Flexible Benefits Program described under the provisions of this Article.

Sec. 1703 Retiree Health Contributions

A. The County shall contribute a monthly amount toward the payment of premiums for a Riverside County-sponsored medical and hospital health plan for eligible retirees and their dependents. To be eligible, the following conditions must be met:

- You must retire (begin receiving your pension) within 120 days from the date you separate from employment with the County of Riverside;
- You must receive a retirement allowance from CalPERS;
- You must have been eligible for enrollment in a County-sponsored health plan on the date of separation from the County of Riverside.

An eligible retiree who chooses not to enroll in a medical plan when first retired may elect coverage at any subsequent open enrollment, and receive County contributions toward such coverage.

B. Monthly retiree health contributions for retirees who meet the eligibility conditions listed above are as follows:

1. For employees who retire prior to November 1, 2005, the County shall contribute \$128.00 per month toward premiums for a Riverside County-sponsored health plan in which the retiree is enrolled.
2. For employees who retire on or after November 1, 2005, the County shall contribute \$256.00 per month toward premiums for a Riverside County-sponsored health plan in which the retiree is enrolled.

ARTICLE 18
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 Resolution by reference.

ARTICLE 19
VOLUNTARY TIME-BANK

Sec. 1901 Procedure. Any agency/department 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.
- 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 at least two (2) weeks 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, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee, registered domestic partner, child of a registered domestic partner, 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. Only the agency/department head, upon concurrence from the Human Resources Director, may request establishment of a Time-Bank for an employee within the agency/department who is suffering a financial hardship due to a catastrophic illness or injury.
 - 2. When the agency/department head has determined that an employee would benefit from the establishment of a Time-Bank, the agency/department head will contact the employee to determine if the employee desires to participate

in a Time-Bank program. If the employee desires to participate in the Time-Bank program, the agency/department head will contact the Human Resources Department and recommend the establishment of the program.

3. The Time-Bank will be established on behalf of an individual employee. The bank will accept donations of leave from one or more donors.
4. The Time-Bank will be operated by the Human Resources Department. The agency/department head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.
5. On establishing a Time-Bank program, the Human Resources Department should ensure that only credits that are necessary are donated. All donations are non-retrievable.

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

1. Any employee may donate Annual Leave, vacation, or holiday accrual. Sick leave and compensatory time may not be donated.
2. Donations of Annual Leave, vacation, or holiday accrual must be in increments of eight (8) hours or more and drawn from one bank only.
3. The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be credited to them upon separation.
4. An employee may not donate leave hours which would reduce his/her accrued leave balances of Annual Leave, vacation, holiday accrual, compensatory time, or sick leave to less than 168 hours.
5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of Annual Leave or vacation leave.

6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donors 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 Annual Leave or 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.
 3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.
- F. Steps to be taken by the agency/department to establish a Time-Bank program.

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

1. Receipt of written approval from the employee to announce the need for a Time-Bank transfer.
2. Notify the Human Resources Department of the need for the program and coordinate the program's establishment.
3. Require that employee donations be made directly to the Human Resources Department to ensure that employee's decision to donate or not donate is kept confidential.

The Human Resources Department will:

1. Receive from the employee benefiting from the Time-Bank proof of eligibility and a signed agreement allowing publication of the employee's situation.
2. Determine qualification, under the standards above, for the establishment of a Time-Bank.

3. Control the Time-Bank program.
4. The employee benefiting from the Time-Bank and the Human Resources Department will agree on the content of the publicity.
5. Publicize the establishment of the Time-Bank program. The notice will inform all employees of:
 - a. The establishment of the voluntary program.
 - b. Their opportunity to donate.
 - c. How donations are submitted.
6. Notify the agency/department head immediately if the program cannot be established and the reason(s).
7. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-Bank and take appropriate action.

ARTICLE 20
SALARY AND BENEFIT ADJUSTMENTS

The salary and benefit adjustments described below are applicable to all employees covered by this Resolution except for Elected Officials and attorney classifications now represented by a collective bargaining group.

- A. Effective the first pay period in July 2012, all classifications covered by this Resolution shall receive shall receive one (1) additional step (approximately 2.71%) added to the top of their salary grade. Any employee who has been compensated at the top step of the salary grade for his/her classification for a year or more at the time of the addition, shall receive the one-step salary increase provided herein. For any employee who has not been compensated, at the top step of the salary grade for a year or more, the increase provided under this provision shall be treated in the same manner as other step increases and shall be granted, or denied, pursuant to the Step Advance provisions set forth in this Resolution.
- B. Effective the first pay period in July 2013, 2014 and 2015, employees who are covered in Groups 1 (excluding independent elected officials and Board of Supervisors Members), 2, 3, 4, 5 & 6 (Supervisor's Board Assistants and Supervisor's Board Legislative

Assistants) shall receive a 2.0% wage increase. Effective the first pay period of July 2013, 2014 and 2015, Groups 4, 5 and 6 shall receive one (1) additional step (approximately 2.71%) added to the top of their salary grade. Any employee who has been compensated at the top step of the salary grade for his/her classification for a year or more at the time of the addition, shall receive the one-step salary increase provided herein. For any employee who has not been compensated at the top step of the salary grade for a year or more, the increase provided under this provision shall be treated in the same manner as other step increases and shall be granted, or denied, pursuant to the Step Advance provisions set forth in this Resolution.

Law Enforcement Executive Management Classifications, excluding Chief Deputy Director, Sheriff's Administration (Article 21) and Unrepresented and Management Attorneys (Article 22) covered by this Resolution under Article 311 are ineligible for the wage increases outlined in Section B above.

C. Advanced Grade Recognition

Effective the first pay period in July 2012 all classifications in Groups 4, 5, and 6 (Supervisor's Board Assistants and Supervisor's Legislative Assistants) shall receive the following payments:

First pay period in July, 2012 – Single payment of one thousand dollars (\$1000.00).

First pay period in July, 2013 – Single payment of one thousand dollars (\$1000.00).

ARTICLE 21
SALARY AND FRINGE BENEFIT ADJUSTMENTS
LAW ENFORCEMENT EXECUTIVE MANAGEMENT

This Article provides salary and/or fringe benefit adjustments (as specified) for employees in an Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, Chief Deputy Director, Sheriff's Administration, Correctional Chief Deputy, Chief District Attorney Investigator or Assistant Chief District Attorney Investigator classifications. Unless specifically provided herein, this Article is not intended to alter, amend, add to, or subtract from the existing wages, hours, and other terms and conditions of employment set forth for these employees in applicable County Ordinances, Resolutions, or minute orders.

Please refer to Article 17, Flexible Benefit and Optical Insurance for Law Enforcement Executive Management Flexible Benefit Adjustments (with the exception of the below adjustment):

Flexible Benefit Increases for job classifications in Article 21:

Effective August 9, 2012: Flex increase of \$58.00/month (From \$751.28 to \$809.28/month)

Sec. 2101 Annual Leave: The provisions of Sections 2101 through 2105 are only applicable to employees in an Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, Chief Deputy Director, Sheriff's Administration, Correctional Chief Deputy, Chief District Attorney Investigator, or Assistant Chief District Attorney Investigator classification.

A. Employees in the classifications described above shall neither accrue vacation and sick leave nor be granted administrative leave. They shall, instead, earn annual leave according to each biweekly pay period of service commencing with the employee's initial anniversary date assigned to an employee during his/her latest period of County employment according to the following schedule. Absence or time not worked and part-time employment shall cause said pay period's accrual of annual leave credits to be reduced on a pro-rata basis.

B. Accrual Rates:

| <u>MONTHS OF SERVICE</u> | <u>BI-WEEKLY ACCRUAL</u> |
|--------------------------|--------------------------|
| (0 - < 36 months) | 8.92 hours |
| (36 - < 108 months) | 10.46 hours |
| (108 or more months) | 12.00 hours |

Effective July 12, 2012, job classifications in Article 21 will receive an additional 4 hours per pay period to their annual leave accrual. This additional leave accrual will expire at the end of the last pay period in June 2014.

Sec. 2102 Annual Usage: During the first twenty-six (26) pay periods of employment, employees shall be encouraged to use no less than forty (40) hours of annual leave and, thereafter, employees shall be encouraged to use no less than eighty (80) hours of annual leave in each succeeding twenty-six (26) pay periods of employment. While on annual leave, sick leave, holiday leave, or compensatory time

off, an employee shall be compensated and receive benefits at the same rate as if he/she were on the job.

Sec. 2103 Maximum Accrual:

- A. Employees in the classifications described in Section 2101 shall not accrue more than 2600 hours of annual leave.

It is the mutual responsibility of the employee and the agency/department head to assure that no employee shall exceed said maximum accrual.

- B. Vacation Conversion: Effective February 11, 1999, accrued vacation banks (including extra vacation) for then current employees in one of the classifications described in Section 2101 were converted to Annual Leave on an hour-for-hour basis to a maximum of 2,400. Any regular employee who subsequently transfers or promotes into one of these classifications shall have his/her accrued vacation balance similarly converted to annual leave on an hour for hour basis at the time of such transfer/promotion.

C. Prior Sick Leave Accruals:

1. Effective February 11, 1999, current sick leave balances were frozen provided, however, that up to 50% of the sick leave balances was converted to annual leave. The combined maximum hours of sick leave so converted, when added to vacation hours converted under (B.) above, did not exceed the maximum accruals set forth in Sec. 2103 (A.) above. Any remaining sick leave hours may be used until the sick leave is exhausted or, upon retirement, disability retirement, or death of the employee, it may be paid as provided under the provisions of Section 708 of this Resolution.
2. Any regular employee who transfers or promotes into a classification described in Section 2101 of this Resolution shall, at the time of such transfer/promotion, have his/her sick leave balance converted and/or frozen in the manner described in 2103 (C)(1).

Sec. 2104 Annual Leave Redemption: An employee may request to receive pay in lieu of up to forty (40) hours per calendar year of Annual Leave. Effective July 1, 2010, an employee may request to receive

pay in lieu of up to eighty (80) hours (160 hours upon approval of the agency/department head) per calendar year of Annual Leave.

Sec. 2105 Other Provisions: Those provisions contained in Article 7 of this Resolution which are not specifically modified by Sections 2101 through 2104 above and are otherwise appropriate to this Article shall be included by reference.

Sec. 2106 Deferred Compensation:

- A. Effective September 14, 2006, the County shall increase the contribution from \$20.00 to \$50.00 per biweekly pay period to a 401(a) money purchase plan for each enrolled regular employee in an Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, Chief Deputy Director, Sheriff's Administration, Correctional Chief Deputy, Chief District Attorney Investigator, or Assistant Chief District Attorney Investigator classification.
- B. Effective July 29, 2010, the County shall contribute \$50.00 per biweekly pay period to a 401(a) money purchase plan for each enrolled regular employee in the Correctional Chief Deputy classification.

For all employees identified in this section the \$50 per biweekly pay period contribution will be reduced to \$25 per biweekly pay period from June 4, 2009, to June 30, 2010.

Such repayment will only be made if the employee is still in the employ of the County on the date of the repayment.

Sec. 2107 P.O.S.T. Certificate Pay

Any Assistant Sheriff, Chief Deputy Sheriff, Chief District Attorney Investigator, or Asst. Chief District Attorney who proves that he/she possesses a valid Intermediate Certificate, but not 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 rate applicable to the position which is 7.0% higher than otherwise specified for such position. If they prove that they possess a valid Advanced Certificate issued to them by said Commission, whether or not they possess the Intermediate Certificate, they shall be compensated at a rate which is 12.0% higher than that specified for such position. The increase in P.O.S.T. pay is effective June 28, 2012.

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

Sec. 2108 Salary Adjustments

A. Chief Deputy Sheriff (B) and Correctional Chief Deputy

Effective June 28, 2012:

- 15% adjustment to pay for Chief Deputy Sheriff (B)
- 18% for Correctional Chief Deputy

B. Assistant Sheriff (B)

Effective June 28, 2012:

- 15% adjustment to pay

C. Undersheriff

Effective June 28, 2012:

- 7.5% adjustment to pay

D. Effective July 11, 2013, a 2% COLA and a top step (2.71%) shall be applied to the job classifications in Article 21.

E. Restoration of Merit Increases: For all job classifications in

Article 21, Effective July 12, 2012, the merit increases will be restored at one (1) step only. Effective the first pay period in July 2013, the merit increases will be restored to the customary two (2) steps.

- F. For all job classifications in Article 21, any employee promoting from another bargaining unit wherein the employee has not taken or completed all or a portion of the 10% (one time) compensation reduction, shall complete temporary wage reductions of up to 3% per year until a total 10% reduction is completed.

Sec. 2109 Education Incentive

- A. This premium sunset on June 30, 2012. Effective July 12, 2012, the previous value of the Master's degree compensation level, five percent (5%), will be added to the base salary for the positions of Correctional Chief Deputy, Chief Deputy Sheriff (B), Chief Deputy Director, Sheriff's Administrative Services, Assistant Sheriff (B), and Undersheriff. This adjustment will not be permanent and will run concurrently with the Education Incentive premium in the current LEMU MOU (expires June 30, 2017). Should the LEMU Educational Incentive not continue beyond June 30, 2017, this adjustment for the job classifications outlined above shall be removed. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned. This provision will also apply to Chief District Attorney Investigator and Assistant Chief District Attorney Investigator.

ARTICLE 22
SALARY ADJUSTMENTS FOR MANAGEMENT ATTORNEYS AND
UNREPRESENTED ATTORNEYS

| | |
|-------|---|
| 74254 | County Counsel |
| 78517 | Assistant County Counsel |
| 78515 | Principal Deputy County Counsel |
| 78528 | Chief Assistant District Attorney |
| 78539 | Assistant District Attorney |
| 78535 | Chief Deputy District Attorney |
| 78536 | Supervising Deputy District Attorney |
| 74245 | Public Defender |
| 78557 | Assistant Public Defender |
| 78555 | Supervising Deputy Public Defender |
| 37490 | Chief Deputy Child Support Attorney |
| 37491 | Supervising Deputy Child Support Attorney |

Compensation Adjustments for Unrepresented Attorney Management

A. Supervising Deputy District Attorney

Effective July 12, 2012:

- 7.0% adjustment to pay

B. Chief Deputy District Attorney

Effective July 12, 2012:

- 9.0% adjustment to pay

C. Assistant District Attorney and Chief Assistant District Attorney

Effective July 12, 2012:

- 5.0% adjustment to pay

D. Supervising Deputy Public Defender, Principal Deputy County Counsel, and Supervising Deputy Child Support Attorney

Effective July 12, 2012:

- 7.0% adjustment to pay

E. Chief Deputy Child Support Attorney

Effective July 12, 2012:

- 9.0% adjustment to pay

F. Assistant County Counsel and Assistant Public Defender

Effective July 12, 2012:

- 5.0% adjustment to pay

G. County Counsel

Effective July 12, 2012:

- 7.0% adjustment to pay

H. Effective July 11, 2013, a 2% COLA and a top step (2.71%) shall be applied to the job classifications in Article 22.

ARTICLE 23
SEPARABILITY

If any paragraph, sentence, clause, or phrase of this Resolution, for any reason, is held to be unconstitutional or invalid, such shall not affect the remaining portions of this Resolution, and the Board of Supervisors hereby declares it would have passed each paragraph, sentence, clause, and phrase thereof, irrespective of the fact that any one, or more than one sentence, clause, or phrase thereof be declared unconstitutional or invalid.

ARTICLE 24
SUPERSESSION

This resolution supersedes Resolution 2012-177 in its entirety.

Reference:

| | | |
|------------------------------------|------------------------------------|------------------------------------|
| Minute Order 3.41 dated 06/23/98 | Resolution 2005-280 dated 06/07/05 | Resolution 2008-364 dated 07/29/08 |
| Resolution 98-322 dated 10/13/98 | Resolution 2005-372 dated 08/23/05 | Resolution 2008-487 dated 11/18/08 |
| Resolution 99-080 dated 03/09/99 | Resolution 2005-475 dated 11/01/05 | Resolution 2009-120 dated 04/07/09 |
| Resolution 2000-044 dated 02/01/00 | Resolution 2006-323 dated 08/29/06 | Resolution 2009-261 dated 07/21/09 |
| Resolution 2002-195 dated 06/04/02 | Resolution 2006-395 dated 10/03/06 | Resolution 2010-033 dated 06/08/10 |
| Resolution 2002-240 dated 06/25/02 | Resolution 2006-466 dated 12/12/06 | Resolution 2010-200 dated 07/13/10 |
| Resolution 2003-71 dated 02/18/03 | Resolution 2007-016 dated 01/09/07 | Resolution 2010-230 dated 07/27/10 |
| Resolution 2003-228 dated 05/20/03 | Resolution 2007-318 dated 06/08/07 | Resolution 2011-278 dated 11/15/11 |
| Resolution 2003-513 dated 12/09/03 | Resolution 2007-436 dated 09/18/07 | Resolution 2012-137 dated 06/12/12 |
| Resolution 2004-235 dated 05/18/04 | Resolution 2007-542 dated 11/20/07 | Resolution 2012-177 dated 07/31/12 |
| Resolution 2004-420 dated 10/19/04 | Resolution 2008-031 dated 01/08/08 | Resolution 2012-243 dated 11/27/12 |
| Resolution 2004-520 dated 12/14/04 | Resolution 2008-245 dated 05/13/08 | |

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley
Nays: None
Absent: None

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

KECIA HARPER-IHEM, Clerk of said Board

By: _____
Deputy

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Performance Recognition Plan All Eligible Job Classifications

| Job Code | Job Title |
|----------|--|
| 15928 | ACCOUNTING MANAGER |
| 74191 | ADMIN SVCS MGR I |
| 74113 | ADMIN SVCS MGR II |
| 85061 | ADMIN SVCS MGR II - PARKS |
| 74273 | ADMIN SVCS MGR III |
| 74213 | ADMIN SVCS OFFICER |
| 85004 | ADMIN SVCS OFFICER - PARKS |
| 74240 | AG COMMISSIONER/SLR OF WGTS & MEASURES |
| 73999 | AGENCY PROGRAM ADMINISTRATOR |
| 73513 | ANIMAL SERVICES CHIEF |
| 73522 | ANIMAL SERVICES DIRECTOR |
| 13528 | ARCHIVIST/RECORDS MANAGER |
| 73967 | ASSOC CHF NURSING OFFICER |
| 74135 | ASSOC MEDICAL CENTER ADMIN |
| 78737 | ASST AG COMMISSIONER-SEALER |
| 74376 | ASST ASSESSOR-COUNTY CLK-REC |
| 76477 | ASST CHF FLOOD CONTROL ENG |
| 73966 | ASST CHF NURSING OFFICER |
| 79540 | ASST CHF PROBATION OFFICER |
| 76478 | ASST CHF WASTE MGMT ENGINEER |
| 74300 | ASST CHIEF INFORMATION OFFICER |
| 74265 | ASST CLERK OF THE BOARD |
| 77425 | ASST COUNTY AUDITOR-CONTROLLER |
| 74242 | ASST COUNTY EXEC OFFCR/HR/EDA |
| 74128 | ASST COUNTY EXECUTIVE OFFICER |
| 79401 | ASST COUNTY FAIR MANAGER |
| 78334 | ASST DIETARY SERVICES MANAGER |
| 74141 | ASST DIR OF COMMUNITY ACTION |
| 74231 | ASST DIR OF EDA |
| 74274 | ASST DIR OF FLEET SVCS |
| 74243 | ASST DIR OF PUBLIC SOCIAL SVCS |
| 79915 | ASST DIR OF VETERANS SVCS |
| 74279 | ASST DIR OF TRANSPORTATION |
| 74098 | ASST DIR, PURCH & FLEET SVCS |
| 77489 | ASST FLOOD CONTROL FINANCE OFFICER |
| 80084 | ASST GENERAL MGR - WRMD |
| 74100 | ASST HOSPITAL ADMINISTRATOR I |
| 74103 | ASST HOSPITAL ADMINISTRATOR II |
| 62346 | ASST HOSPITAL ENV SVCS MGR |
| 74775 | ASST HUMAN RESOURCES DIRECTOR |
| 77486 | ASST INVESTMENT MANAGER |
| 13486 | ASST MEDICAL RECORDS MANAGER |

Performance Recognition Plan All Eligible Job Classifications

| | |
|-------|-------------------------------------|
| 79803 | ASST MENTAL HEALTH DIRECTOR |
| 85073 | ASST PARKS DIRECTOR - PARKS |
| 79535 | ASST PROBATION DIVISION DIR |
| 37506 | ASST PUBLIC ADMINISTRATOR |
| 78557 | ASST PUBLIC DEFENDER |
| 79807 | ASST REG MGR-CHILDREN SOC SVCS |
| 74834 | ASST REGISTRAR OF VOTERS |
| 77435 | ASST TREASURER/TAX COLLECTOR |
| 62732 | BUILDING MAINTENANCE SUPERINTENDENT |
| 85074 | BUREAU CHIEF - PARKS |
| 73499 | CAPTAIN OF FIELD SERVICES |
| 98755 | CARDIOPULMONARY MANAGER |
| 74608 | INTERNAL AUDIT & COMP MGR |
| 74255 | CHA DIRECTOR/P.H. OFFICER |
| 73997 | CHA PROGRAM CHIEF I |
| 73996 | CHA PROGRAM CHIEF II |
| 74201 | CHA PROGRAM CHIEF III |
| 77415 | CHF ACCOUNTANT |
| 74328 | CHF APPRAISER |
| 98714 | CHF CLINICAL LAB SCIENTIST |
| 74326 | CHF DEP ASSESSOR/CO CLK/REC |
| 74296 | CHF DEP COUNTY EXEC OFFICER |
| 37624 | CHF DEP DIR, SHERIFF'S ADMIN |
| 79538 | CHF DEP PROBATION OFFICER |
| 13332 | CHF DEP REGISTRAR OF VOTERS |
| 77438 | CHF DEP TREASURER-TAX COLL |
| 79537 | CHF DEP, PROBATION - ADMN SVCS |
| 76666 | CHF ENGINEERING GEOLOGIST |
| 77490 | CHF FINANCE OFFICER, DPSS |
| 74139 | CHF FINANCE OFFICER, RCRMC |
| 73893 | CHF FORENSIC PATHOLOGIST |
| 77271 | CHF INFO SECURITY OFFICER |
| 74268 | CHF INFORMATION OFFICER |
| 73968 | CHF NURSING OFFICER |
| 73878 | CHF OF DENTISTRY |
| 73884 | CHF OF FAMILY MED & PRIM CARE |
| 73873 | CHF OF FAMILY MED INTEGRATED SYS |
| 62769 | CHF OF HOSPITAL PLANT OPS |
| 73887 | CHF OF MED SVCS, RCRMC CA & N |
| 73885 | CHF OF MEDICAL SPECIALTY |
| 73886 | CHF OF MEDICAL STAFF |
| 73888 | CHF OF MEDICAL SVCS, CHA |
| 73892 | CHF OF PSYCHIATRY |

Performance Recognition Plan All Eligible Job Classifications

| | |
|-------|--------------------------------|
| 76465 | CHF OF SURVEYING & MAPPING |
| 74204 | CHF PROBATION OFFICER |
| 37569 | CHF PUBLIC DEFENDER INVESTIGTR |
| 74235 | CHF TECHNOLOGY OFFICER |
| 73469 | CHF THERAPIST FOR PHC |
| 73523 | CHF VETERINARIAN |
| 37557 | CHILD SUPPORT SVCS PROGRAM MGR |
| 37554 | CHILD SUPPORT SVCS REG MGR |
| 74259 | CLERK OF THE BOARD |
| 74022 | CLINICAL INFORMATICS OFFICER |
| 33246 | CODE ENFORCEMENT DIVISION MGR |
| 73521 | COMMANDER OF FIELD SERVICES |
| 74710 | COMPLIANCE CONTRACTS OFFICER |
| 73468 | COORDINATING THERAPIST |
| 74261 | COUNTY EXECUTIVE OFFICER |
| 74130 | COUNTY FINANCE DIRECTOR |
| 37875 | COUNTY FIRE CHIEF |
| 76487 | COUNTY SURVEYOR |
| 62323 | CUSTODIAL SVCS SUPERINTENDENT |
| 62327 | CUSTOMER SVC OPERATIONS MGR |
| 74545 | D.A. EXECUTIVE OFFICER |
| 74543 | D.A. INFORMATION OFFICER |
| 37878 | D.A. PROGRAM MANAGER |
| 78735 | DEP AG COMMISSIONER-SEALER |
| 77426 | DEP AUDITOR-CONTROLLER |
| 74138 | DEP COUNTY EXECUTIVE OFFICER |
| 74298 | DEP DIR - CULTURAL SERVICES |
| 74288 | DEP DIR FOR ADMIN-SR SVC SYST |
| 76610 | DEP DIR FOR ARCHITECTURE & ENG |
| 62734 | DEP DIR FOR BLDG MAINTENANCE |
| 74289 | DEP DIR FOR CFC |
| 62326 | DEP DIR FOR CUSTODIAL SERVICES |
| 74915 | DEP DIR FOR REAL PROPERTY |
| 74289 | DEP DIR FOR SENIOR PROGRAMS |
| 73557 | DEP DIR II, CHA |
| 74279 | DEP DIR OF ADMINISTRATION - IT |
| 74196 | DEP DIR OF EDA |
| 79885 | DEP DIR OF PUBLIC SOCIAL SVCS |
| 76405 | DEP DIR OF TRANSPORTATION |
| 74546 | DEP DIR, ADMINISTRATION |
| 37879 | DEP DIR, COUNTY FIRE DEPT-ADMN |
| 79800 | DEP DIR, MENTAL HEALTH SVCS |
| 74287 | DEP DIR, SHERIFF'S ADMIN |

Performance Recognition Plan All Eligible Job Classifications

| | |
|-------|---------------------------------------|
| 37880 | DEP FIRE MARSHAL |
| 74767 | DEP HUMAN RESOURCES DIR, ADMIN |
| 74780 | DEP HUMAN RESOURCES DIRECTOR |
| 77434 | DEP TREASURER/TAX COLLECTOR |
| 98797 | DIAGNOSTIC IMAGING MANAGER |
| 74236 | BUILDING & SAFETY OFFICIAL |
| 33247 | CODE ENFORCEMENT OFFICIAL |
| 74650 | DIR OF EMPLOYEE RELATIONS |
| 37489 | DIR OF CHILD SUPPORT SERVICES |
| 74133 | DIR OF COMMUNITY ACTION |
| 73543 | DIR OF ENVIRONMENTAL HEALTH |
| 73554 | DIR OF CHILDREN & FAMILIES COMMISSION |
| 74193 | DIR OF ENVIRONMENTAL PROGRAMS |
| 74266 | DIR OF FACILITIES MGMT |
| 74246 | DIR OF LEADERSHIP & ORG DEV |
| 73879 | DIR OF PATIENT CARE MGMT |
| 73945 | DIR OF PROFESSIONAL EDUCATION |
| 73881 | DIR OF PUBLIC HEALTH |
| 78765 | DIR OF PUBLIC HEALTH LAB |
| 73970 | DIR OF PUBLIC HEALTH NURSING |
| 74248 | DIR OF PUBLIC SOCIAL SERVICES |
| 74232 | DIR OF PURCHASING & FLEET SVCS |
| 74290 | DIR OF SENIOR SERVICE SYSTEMS |
| 74210 | DIR OF VETERANS SERVICES |
| 37593 | DPSS CHF OF INVESTIGATIONS |
| 37596 | DPSS CHF OF INVESTIGATIONS-A |
| 37597 | DPSS CHF OF INVESTIGATIONS-B |
| 74182 | DPSS CONTRACTS & SVCS OFFICER |
| 79868 | DPSS TRAINING MANAGER |
| 74297 | EDA DEVELOPMENT MANAGER |
| 74461 | EDA MARKETING & INFO OFFICER |
| 74299 | EDA PROCUREMENT SVCS MGR |
| 74253 | ELECTION PRECINCTS MANAGER |
| 74251 | EMPLOYEE HEALTH MEDICAL DIR |
| 74671 | EMPLOYEE PSYCHOLOGICAL SVC DIR |
| 76452 | ENGINEERING DIVISION MANAGER |
| 76419 | ENGINEERING PROJECT MANAGER |
| 80018 | ENGINEERING PROJECT MANAGER - WRMD |
| 80017 | ENV COMPLIANCE MGR - WRMD |
| 73889 | EXCLUSIVE CARE DIR OF MED SPEC |
| 73880 | EXCLUSIVE CARE MEDICAL DIR |
| 74672 | EXCLUSIVE CARE PLAN MANAGER |
| 74292 | EXECUTIVE DIRECTOR FOR CFC |

Performance Recognition Plan All Eligible Job Classifications

| | |
|-------|---------------------------------------|
| 37874 | FIRE DEPT DEPUTY DIRECTOR-OES |
| 66470 | FIRE FLEET SERVICES MANAGER |
| 15838 | FIRE SERVICE CENTER MANAGER |
| 77499 | FISCAL MANAGER |
| 85081 | FISCAL MANAGER - PARKS |
| 74217 | FLEET SERVICES OPERATIONS MGR |
| 76464 | FLOOD CONTROL CHF OF TECH INFO |
| 77488 | FLOOD CONTROL FINANCE OFFICER |
| 76475 | FLOOD CONTROL PRINCIPAL ENG |
| 78335 | FOOD & NUTRITION SERVICES MGR |
| 54475 | FOOD SVCS MGR-ADULT DETENTION |
| 74095 | FOUNDATION EXECUTIVE DIR RCRMC |
| 74252 | GENERAL MGR-CHF FLD CNTRL ENG |
| 79765 | HEALTH INFO & COMM OUTRCH MGR |
| 76402 | HEALTHCARE ADMIN SURVEYOR |
| 76401 | HEALTHCARE ADMIN SURVEYOR MGR |
| 79835 | HEALTHCARE SOCIAL SVCS SUPV |
| 66524 | HIGHWAY MAINT SUPERINTENDENT |
| 66526 | HIGHWAY OPS SUPERINTENDENT |
| 74250 | HOSPITAL ADMINISTRATOR |
| 74211 | HOSPITAL BUDGET REIMBURSE OFCR |
| 62345 | HOSPITAL ENV SVCS MGR |
| 77491 | HOSPITAL FISCAL OFFICER |
| 79836 | HOSPITAL SOCIAL SERVICES DIR |
| 73925 | HOUSE SUPERVISOR |
| 74781 | HUMAN RESOURCES BENEFITS DIVISION MGR |
| 74776 | HUMAN RESOURCES DIVISION MGR |
| 74773 | HUMAN RESOURCES DIVISION MGR I |
| 74674 | HUMAN RESOURCES SERVICES MGR |
| 79884 | IHSS PUBLIC AUTHORITY EXEC DIRECTOR |
| 77487 | INVESTMENT MANAGER |
| 74276 | IT DIRECTOR - ADMIN |
| 86143 | IT OFFICER I |
| 86141 | IT OFFICER II |
| 86144 | IT OFFICER III |
| 74137 | LIBRARY SERVICES ADMINISTRATOR |
| 74205 | M.H. DIRECTOR |
| 79806 | M.H. SERVICES ADMINISTRATOR |
| 79797 | M.H. SERVICES MGR - MEDICAL |
| 79796 | M.H. SERVICES PROGRAM MGR |
| 74173 | MANAGED CARE DIRECTOR |
| 74905 | MANAGER - MAJOR ACQUISITIONS |
| 73425 | MANAGER REHABILITATIVE SVCS |

Performance Recognition Plan All Eligible Job Classifications

| | |
|-------|---------------------------------|
| 73948 | MANAGER, AMBULATORY CARE |
| 13490 | MANAGER, QA & INFECTION CONTROL |
| 74154 | MANAGING DIRECTOR OF EDA |
| 73609 | MANAGING PHARMACIST - EX CARE |
| 74669 | MANAGING PSYCH-LE & ASSESSMENT |
| 15857 | MATERIALS MGMT MANAGER |
| 73890 | MEDICAL DIRECTOR, MH SERVICES |
| 13489 | MEDICAL RECORDS MANAGER |
| 73534 | NATURAL RESOURCES MGR - EPD |
| 85059 | NATURAL RESOURCES MGR - PARKS |
| 73923 | NURSE MANAGER |
| 86118 | OASIS BUSINESS PROCESS MGR |
| 77272 | OASIS DIRECTOR |
| 85023 | PARKS DIR/GENERAL MGR - PARKS |
| 74257 | P.H. OFFICER |
| 73490 | P.H. PROGRAM DIRECTOR |
| 77450 | PATIENT ACCOUNTS MANAGER |
| 77467 | PATIENT ACCOUNTS OFFICER, RCRM |
| 73615 | PHARMACY DIRECTOR |
| 74230 | PLANNING DIRECTOR |
| 77414 | PRINCIPAL ACCOUNTANT |
| 77445 | PRINCIPAL AUDITOR/APPRaiser |
| 74325 | PRINCIPAL DEPUTY ACCR |
| 80002 | PRINCIPAL ENG - WRMD |
| 74768 | PRINCIPAL HR ANALYST |
| 74134 | PRINCIPAL MGMT ANALYST |
| 62438 | PRINTING/MAIL SERVICES MGR |
| 79536 | PROBATION DIVISION DIRECTOR |
| 86146 | PROPERTY TAX SYSTEM IT OFFICER |
| 79799 | PSYCHIATRIC INPATIENT SVCS MGR |
| 74245 | PUBLIC DEFENDER |
| 74460 | PUBLIC INFORMATION OFFICER |
| 74144 | PURCHASING MANAGER |
| 74101 | RECORDS MANAGER |
| 79894 | REGIONAL MGR, CALWORKS |
| 79817 | REGIONAL MGR, CHILD SOC SVCS |
| 79893 | REGIONAL MGR, ESS |
| 79883 | REGIONAL MGR, SOCIAL SERVICES |
| 74833 | REGISTRAR OF VOTERS |
| 74764 | RISK MANAGEMENT DIVISION MGR |
| 74765 | SAFETY DIVISION MGR |
| 73875 | SAR PROGRAM MANAGER |
| 13473 | SHERIFF COMMUNICATIONS MANAGER |

Performance Recognition Plan All Eligible Job Classifications

| | |
|-------|--------------------------------|
| 13475 | SHERIFF RECORDS MANAGER |
| 77439 | SR CHF DEP TREASURER-TAX COLL |
| 74150 | SR MANAGEMENT ANALYST |
| 79863 | STAFF DEVELOPMENT MANAGER |
| 74675 | STAFF EDUCATION MANAGER |
| 79749 | SUBSTANCE ABUSE SVCS PROG ADMN |
| 77225 | TECHNICAL SUPPORT MANAGER |
| 74278 | TLMA ADMIN SERVICES MANAGER |
| 74000 | TLMA DEPUTY DIRECTOR |
| 74270 | TLMA DIRECTOR |
| 74271 | TLMA REGIONAL OFFICE MGR |
| 74810 | TRANSPORTATION PROJ MGR - EC |
| 73876 | TRAUMA PROGRAM MANAGER |
| 79790 | VICTIM SERVICES ASST DIRECTOR |
| 79779 | VICTIM SERVICES DIRECTOR |
| 79785 | VOLUNTEER SVCS PROGRAM MGR |
| 85083 | VOLUNTEER SVCS PROGRAM MGR-PKS |
| 74766 | WORKERS COMP DIVISION MGR |

Ineligible for Performance Recognition Plan/Not Included in June 12, 2012 Agenda Item #3.42 Pay Adjustment

| Job Code | Job Title |
|----------|--|
| 74094 | CVEP ASST DIR/OUTREACH SPECIALIST, PTS |
| 74161 | CVEP PRESIDENT & CEO |
| 74176 | CVEP VICE PRESIDENT |
| 74549 | D.A. GOV'T RELATIONS OFFICER |
| 74226 | DEP EXECUTIVE DIRECTOR, RCA |
| 74214 | DIR OF ADMIN SERVICES, RCA |
| 74192 | DIR OF BUSINESS DEV - CVEP |
| 74277 | DIR OF LAND ACQUISITION, RCA |
| 74913 | DIR OF RESERVE MGMT/MONT, RCA |
| 74115 | EPIDEMIOLOGY ANALYST |
| 74225 | EXECUTIVE DIR, RCA |
| 74148 | EXECUTIVE OFFICER OF LAFCO |
| 77270 | INFO SECURITY ANALYST III |
| 80096 | IT DATABASE ADMIN I - WRMD |
| 80097 | IT DATABASE ADMIN II - WRMD |
| 80098 | IT DATABASE ADMIN III - WRMD |
| 80099 | IT SUPV DATABASE ADMIN - WRMD |
| 79728 | M.H. PEER POLICY & PLANNING SPECIALST |
| 74002 | OCCUPATIONAL HEALTH NURSE - SHERIFF |
| 73995 | OCCUPATIONAL HEALTH NURSE CONSULTANT |
| 80058 | OPS & MAINT SUPERVISOR - WRMD |
| 73815 | PHYSICIAN IV - C |
| 80093 | PRINCIPAL ENG TECH - WRMD |
| 80051 | PROGRAM ADMINISTRATOR - WRMD |
| 74294 | PROGRAM COORD FOR CFC |
| 80053 | PROGRAM COORDINATOR - WRMD |
| 80054 | PROJECTS SUPERVISOR - WRMD |
| 74212 | RCA ADMIN SVCS OFFICER |
| 74283 | RCA CHF OF TECH INFORMATION |
| 74282 | RCA INFORMATION TECH OFFICER |
| 74914 | RCA LAND ACQUISITION ANALYST |
| 74548 | SHERIFF'S LEGISLATIVE ASST |
| 80038 | SR CIVIL ENGINEER - WRMD |
| 73817 | STAFF PSYCHIATRIST II |
| 73818 | STAFF PSYCHIATRIST III |
| 73819 | STAFF PSYCHIATRIST IV |
| 80094 | SUPV EQUIP PARTS STOREKEEPER - WRMD |
| 80040 | SUPV HAZ WASTE INSPECTOR - WRMD |
| 73524 | VETERINARY SURGEON |
| 13422 | WORKERS COMP U/R NURSE CASE MGR |

Performance Recognition Plan Eligible and Received June 12, 2012
 Agenda Item #3.42 Pay Adjustment

| Job Code | Job Title |
|----------|--|
| 15928 | ACCOUNTING MANAGER |
| 85004 | ADMIN SVCS OFFICER - PARKS |
| 73967 | ASSOC CHF NURSING OFFICER |
| 73997 | CHA PROGRAM CHIEF I |
| 74326 | CHF DEP ASSESSOR/COUNTY CLERK/RECORDER |
| 62769 | CHF OF HOSPITAL PLANT OPERATIONS |
| 74022 | CLINICAL INFORMATICS OFFICER |
| 74710 | COMPLIANCE CONTRACTS OFFICER |
| 74543 | D.A. INFORMATION OFFICER |
| 73945 | DIR OF PROFESSIONAL EDUCATION |
| 37593 | DPSS CHF OF INVESTIGATIONS |
| 37596 | DPSS CHF OF INVESTIGATIONS-A |
| 74182 | DPSS CONTRACTS & SVCS OFFICER |
| 78335 | FOOD & NUTRITION SERVICES MGR |
| 74095 | FOUNDATION EXECUTIVE DIR, RCRMC |
| 76401 | HEALTHCARE ADMIN SURVEYOR MGR |
| 62345 | HOSPITAL ENVIRONMENTAL SVCS MGR |
| 79836 | HOSPITAL SOCIAL SERVICES DIR |
| 74773 | HUMAN RESOURCES DIVISION MGR I |
| 86146 | PROPERTY TAX SYSTEM IT OFFICER |
| 79799 | PSYCHIATRIC INPATIENT SVCS MGR |
| 74101 | RECORDS MANAGER |

RESOLUTION NO. 2012-243TBD

**A RESOLUTION OF THE COUNTY OF RIVERSIDE
AND OTHER AGENCIES
PROVIDING SALARIES AND RELATED MATTERS
FOR EXEMPT MANAGEMENT, MANAGEMENT,
CONFIDENTIAL, AND OTHER UNREPRESENTED
EMPLOYEES**

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DEFINITIONS

The Board of Supervisors of the County of Riverside, State of California, also acting ex officio as the governing board of the Riverside County Flood Control and Water Conservation District, Waste Resources Management District, the Riverside County Redevelopment Agency, and the Riverside County Regional Parks and Open Space District, do ordain that this Resolution shall be known as "The Riverside County Management, Confidential, and Other Unrepresented Employees Salary Resolution". For the purpose of this Resolution, words and phrases are defined as follows:

- a. Anniversary date means the date upon which a step advance in salary becomes effective under the provisions of this Resolution or the job classification is established by the Board of Supervisors to serve at the pleasure of the appointing officer.
- b. Appointive officers means the persons appointed or employed by the Board of Supervisors or otherwise as the principal employee of an agency/department in the County government, or of the Riverside County Flood Control and Water Conservation District, the Riverside County Redevelopment Agency, the Waste Resources Management District, and the Riverside County Regional Parks and Open Space District, which districts and agencies for the purposes of this Resolution shall be deemed the equivalent of departments of the County government, except that references in this Resolution to the County shall mean such district when the context so requires.
- c. At-Will means an employee whose status is set forth in Article 601E of this Resolution.
- d. Continuous service, continuous employment, and similar terms, mean the continuing service of a permanent employee in a continuing payroll status, without interruption except for authorized leave of absence.
- e. Demotion means a change of employment without intervening loss of working days from a position allocated to a given salary grade to a position in a different classification allocated to a lower salary grade, whether in the same or a different agency/department. A "demotion" may be either voluntary or involuntary.
- f. Emergency employee means employees whose employment is occasioned by a condition of emergency only.

- g. Employee means only "regular" or "seasonal" employee(s) employed by the County in those classifications included in the Groups identified in Sec. 101 herein.
- h. Full time employee means 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.
- i. Holiday or paid holiday means any day, other than Saturday or Sunday, on which County offices are not open for business, in accordance with County ordinance for which employees covered under the provisions of this Resolution are eligible for compensation.
- j. Management Employee as used in this Resolution, unless otherwise stated, means employees in Groups 1 and 3, as defined in Sec. 101.
- k. Officer means all "County officers" and "appointive officers" as herein defined, except where the natural construction of this Resolution otherwise indicates. "Officer" is the equivalent of an agency/department head.
- l. Part time employee means an employee in a position that is designated part time or for which compensation is fixed upon a basis of part time work.
- m. Pay period means 14 calendar days, and refers to the period for computing compensation due for all normal working shifts ending during that period.
- n. Permanent employee means a regular employee who has completed the initial probationary period in a position, not including any incumbent of an at-will position as specified in this Resolution.
- o. Position means 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 person unless permission is granted for job sharing.
- p. Probationary employee means a regular employee who has not completed the initial probationary period, including any extensions thereto, as designated in this Resolution, in a paid status in a

position following initial employment. "Probationary employee" also means a regular employee who has not completed the required probationary period as designated in this Resolution, in a paid status in a position to which he/she has been promoted, transferred, or demoted following completion of the initial probationary period, including any extensions thereto.

- q. Promotion means a change of employment without intervening loss of working days from a position allocated to a given salary grade to a position of a different classification allocated to a higher salary grade whether in the same or different agency/department. The appointment of an employee to a position allocated to a higher salary grade because of professional registration achieved by the incumbent shall not be deemed a promotion but a change in salary allocation.
- r. Reclassification means the reallocation of a position to a different classification by a change of title and position specification, but does not necessarily involve a change of salary grade.
- s. Regular employee means a holder of a regular position.
- t. Regular position means a position established by County Salary Ordinance No. 440 on an ongoing basis, as distinct from a seasonal or temporary position.
- u. Seasonal employee means an employee 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 ongoing, but of an intermittent nature.
- v. Temporary employee means an employee who is not a regular or seasonal employee.
- w. Transfer means a change of employment without intervening loss of working days from a position allocated to a given salary grade to a position of a different classification allocated to the same salary grade in the same agency/department, or to a position of the same classification, or a different classification allocated to the same salary grade, in a different agency/department.
- x. Working day means each day on which an employee performs a normal working shift, and includes holidays as specified herein that fall on days of a 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
RECOGNITION

Sec. 101 Applicability This Resolution shall only apply to persons employed in the following Groups:

- Group 1 At-will or contract Department Heads and Assistant Department Heads, independent elected officials, and Board of Supervisors Members
- Group 2 At-will Unrepresented (~~including Supervisor's Board Assistants and Supervisor's Board Legislative Assistants~~)
- Group 3 General Unrepresented Management (~~Unit Codes: MGT, MPU, MWU, UNM~~)
- Group 4 Confidential (~~Unit Code: CNF~~)
- Group 5 Other Unrepresented (~~Unit Code: UNC~~)
- Group 6 Law Enforcement Executive Management Supervisor's Board Assistants and Supervisor's Legislative Assistants
- Group 7 Unrepresented Attorneys (~~specified management level employees in the Office of the Public Defender and County Counsel not represented by a bargaining unit~~)

Sec. 102 Reallocation Changes to the allocation of classifications among these Groups may be made by the County Executive Officer upon the recommendation of the Human Resources Director.

Sec. 103 Non-Discrimination The provisions of this Resolution will be applied equally to all employees without unlawful discrimination based upon sex (including gender), age (40 and above), race, color, religion, national origin (including language use restrictions), ancestry, disability (mental and physical, including HIV and AIDS), medical condition (cancer/genetic characteristics), marital status, request for Pregnancy Disability Leave, request for family medical care leave, request for leave for an employees own serious health condition, or sexual orientation.

Sec. 104 Exclusions The provisions of this Resolution are not applicable to employees of the Consolidated Municipal/Superior Courts.

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ARTICLE 2
HOURS OF WORK, OVERTIME

- Sec. 201 Normal 80 Hour Biweekly Work Period: Except as may be otherwise provided, the official biweekly work period of the County shall be ten (10) working days of eight (8) hours each coinciding with the two-week pay period. This provision is intended to define the normal work period and does not guarantee a minimum number of hours of work.
- Sec. 202 Different 80 Hour Biweekly Work Period: An agency/department head, with prior approval of the County Executive Officer and the Human Resources Director, may establish or eliminate a different biweekly work period of 80 hours.
- Sec. 203 Overtime Policy: It is the policy of the Board of Supervisors that overtime work is discouraged and that it be limited to emergencies or the performance of urgent necessary functions.
- Sec. 204 FLSA Exempt Employees: Any employee whose position is determined to be exempt from the Fair Labor Standards Act ("FLSA") shall not be entitled to compensation for overtime of any type unless specifically provided herein. The Human Resources Director and County Counsel shall determine which employees are exempt from the FLSA.
- Sec. 205 Definitions: For purposes of determining eligibility for overtime only:
- A. A designated FLSA work period shall consist of 168 consecutive hours (7 days).
 - B. Overtime is defined as time actually worked by an FLSA non-exempt employee in excess of forty (40) hours in a designated FLSA work period. Management reserves the right to designate the FLSA work period for each employee.
 - C. Time worked shall not include any form of paid leave.
- Sec. 206 Authorization for Overtime Work: Performance of overtime work may be authorized by the agency/department head or his/her designated subordinate.
- A. Agency/department Record: For employees who are entitled to overtime, actual hours of overtime work shall be reported on each attendance report. The Auditor shall maintain the record of overtime credit at one and one-half 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 shall be specified.

Sec. 207 Compensation for Overtime Work: Employees who are not considered exempt under the provisions of the FLSA shall be paid at a rate of one and one-half times their FLSA hourly rate of pay for all time worked in excess of forty (40) hours during their designated FLSA work period. Upon termination, accumulated overtime credit shall be paid for.

A. Compensatory Time-off: An employee eligible for paid overtime under the provisions of this Section may request, subject to management approval, the accumulation of up to 120 hours of compensatory time off ("CTO") in lieu of paid overtime. Such overtime is accumulated at the rate of one and one-half (1½) hours of compensatory time off for each hour worked in excess of forty (40) hours during the designated FLSA work period. Accumulated overtime credit may be taken as paid time off, at a time or times agreeable to the agency/department head. This method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of 120 hours or less may be paid.

B. Payoff for Unused Compensatory Time-off Upon Separation from County Service: Upon separation from County service, an employee shall be compensated at his/her rate in effect at that time for each hour, or a portion thereof, of accumulated CTO.

Sec. 208 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. However, 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.

Sec. 209 New Payroll System: On or about April 20, 2001, the County implemented People-Soft, a new payroll, accounting, and budgeting system. Changes related to People-Soft included:

A. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events are based upon service rather than hours, e.g. 1040 hours became six (6) months and 2080 hours became one (1) year.

- B. Leave accruals (e.g. sick leave, vacation pay) continue to require that the employee be in a paid status for each day during the pay period to receive the full accrual for that pay period.
- C. Some other benefits are granted even though the employee is in a paid status for only one day during the pay period (e.g. flexible credit allowance).
- D. The pay date changed from the second Friday following the end of the pay period to the second Wednesday following the end of the pay period.

Sec. 210 Special Assignments: An FLSA exempt employee covered hereunder may, with the approval of the Human Resources Director, be permitted to perform work outside the employee's regular classification by way of special assignment to another classification. Subject to approval by the Human Resources Director, the specially assigned employee shall be compensated at a flat rate determined by the agency/department, not to exceed two times the hourly rate assigned to the classification in which the employee is specially assigned. The time worked in the special assignment will not be included in computing Annual Leave, retirement, or similar benefits. The time worked in the special assignment cannot be detrimental to the employee's health or performance in the employee's regular position. The special assignments can be terminated at any time and the employee shall not be entitled to any review or hearing procedure upon termination of the special assignment.

Sec. 211 Compensatory Time Off: Persons employed in a FLSA exempt classification listed in Appendix I of the County Salary Ordinance No. 440 shall be entitled to equal compensatory time off for each authorized hour actually worked in excess of the number of required hours in a biweekly work period, subject to the following conditions.

1. The employee must have actually worked:
 - a. the normal 80 hour bi-weekly work period, or
 - b. the number of hours established by the agency/department; whichever is greater (the "required hours").
2. The hours actually worked in excess of the required hours must be worked in the employees own classification.

With approval of the County Executive Officer, or designee, persons entitled to compensatory time off under this provision may be paid in lieu of receiving compensatory time off. If payment is to be made then the number of hours to be paid shall be specified by the agency/department head or designee. Upon termination, persons employed in the classifications listed in Appendix I shall be paid for any accumulated compensatory time off which has not been taken, not to exceed sixty (60) hours.

- Sec. 212 Electronic Fund Deposit of Payroll Employees shall be required to receive payroll funds by electronic deposit. Employees shall receive a Statement of Earnings (pay stub) through an electronic pay advice system. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs.

ARTICLE 3
PREMIUM PAY

- Sec. 301 Standby Duty: When placed by the agency/department head specifically on standby duty, an FLSA non-exempt employee otherwise off duty shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period. Said compensation shall be in addition to the employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

- Sec. 302 Minimum Overtime on Call-Back: Except as indicated below, an FLSA non-exempt employee called back to work to meet an emergency on an overtime basis, whether or not in standby duty status, shall receive minimum credit for one hour of work.

IT – Remote Repair Call Any after-hours repair call that requires an IT employee covered under the provisions of this Resolution to physically report to a County of Riverside site, or customer site, will be subject to the one hour minimum credit outlined above. If the repair call is resolved remotely, without the IT employee being required to physically report to a County or customer site, then the employee will be paid in quarter-hour increments for all time worked while remotely responding to the repair call (i.e. if the employee remotely resolves the repair call in 25 minutes, he/she will be paid 30 minutes for the remote call out).

- Sec. 303 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 Resolution, the following provisions shall apply:

- A. Any officer, in order to perform the work of his/her agency/department or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of such employment.
- B. For the same purpose, any officer may employ on a paid overtime basis his/her current employees at hourly rates equivalent to their current compensation basis.
- C. Any employee who reports to his/her regular or a designated place of employment or to a civil defense assignment shall be deemed to be employed in his/her usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this Resolution, fails to so report shall be deemed absent without leave and shall not be paid during such absence.
- D. The Board of Supervisors may authorize payment on a paid overtime basis, at the rate of one and one-half times the employee's current regular rate, for those employees who are not otherwise entitled to time-and-a-half overtime and who are required to perform emergency services during a County-declared emergency. "Emergency services," as used in this subsection, shall be such services the Board of Supervisors authorizes.

Sec. 304 Mileage Reimbursement:

- A. Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Elected Officials and County executives eligible for the Executive Vehicle Benefit described in Section 304 (C) and (D) are also eligible for this reimbursement. Adjustments to the County rate, if any, shall be made pursuant to and concurrent with the IRS rate changes. To receive the reimbursement, the employee must provide proof in the format required by the County that the miles were business related and provide an accounting of every business mile to be reimbursed, which shall include information for each business use (recorded at or near the time of the business use) of the date, the business purpose and place of each trip, in addition to the mileage.
- B. 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:
1. 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 agency/department head.
 2. 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.
 3. 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.).

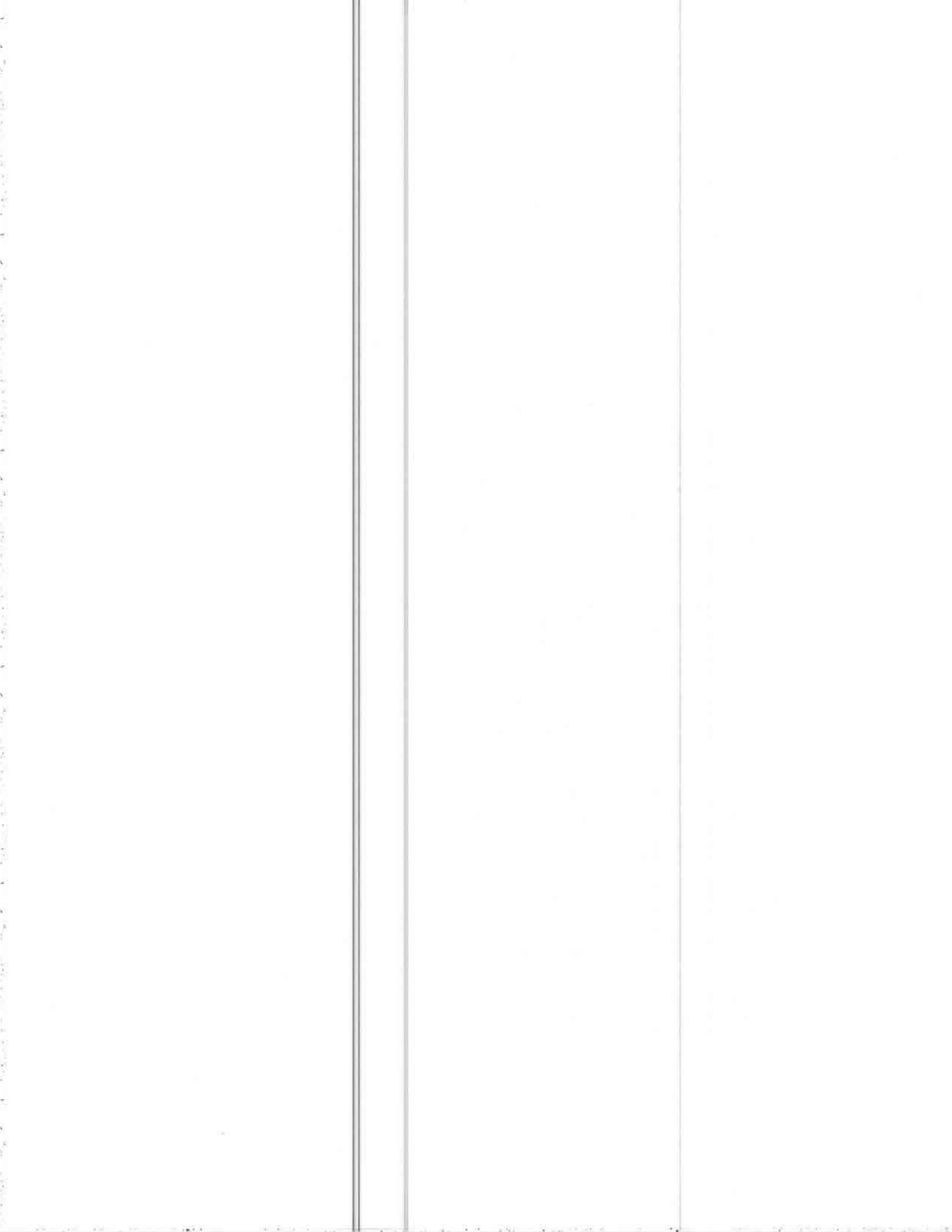
The use of motorcycles, mopeds, and similar types of vehicles for the conduct of County business is expressly prohibited, with the exception of the Sheriff's Department sworn personnel.

- C. Elected Officials designated as eligible for Tier 1 of the Executive Vehicle Benefit as delineated in Appendix III of Salary Ordinance 440, shall be eligible to receive an Automobile Allowance of \$550.00 per month, or be furnished with a County vehicle as provided under existing County policies and procedures.
- D. Other County executives designated as eligible for Tier 2 of the Executive Vehicle Benefit as delineated in Appendix III of Salary Ordinance 440, shall be eligible to receive an Automobile Allowance of \$550.00 per month.

Sec. 305 Maintenance Pay:

- A. 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.
- B. 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. No person shall receive maintenance at any institution unless on duty at such institution.
- C. 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, agency/departments, and institutions under his/her control and to keep the Auditor properly informed as to any payroll deductions required hereunder.
- D. Medical interns and resident physicians at the Riverside County Regional Medical Center shall be furnished without charge medical and hospital care for acute illnesses and injuries contracted or sustained by them during the period of their employment. Whether an illness or injury qualifies under this provision shall be determined by the Hospital Administrator with the advice of the Chief of Medical Staff.

Sec. 306 Moving Expenses-Current Employees: Upon the written request of an agency/department head, the Human Resources Director and the County Executive Officer 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 County Executive Officer may require, shall specify the maximum amount authorized, and shall not be granted more than once in any one year period for any one employee, nor for any employee until he or she has been continuously employed by the County for at least one year preceding the authorization. If the employee voluntarily terminates his or her employment with the County within one year of the payment of the expenses set forth herein, the employee shall, within 30 days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Sec. 307 Shift Differentials:

- A. Applicability of Shift Differentials: Unless otherwise specifically provided herein, only FLSA non-exempt employees shall be eligible for shift differentials. Shift differentials do not apply to vacation, sick leave, holiday pay, or standby duty. The hourly rate for each shift differential is payable in tenths of an hour.
- B. Evening Shift: FLSA non-exempt employees whose positions are not otherwise addressed in this Section 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 p.m. shall be paid an evening differential of \$.60 per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.
- C. Night Shift: FLSA non-exempt employees whose positions are not otherwise addressed in this Section 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 a.m. shall be paid a night differential of \$1.20 per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.

Sec. 308 Education for Continued Licensing of Registered Nurses:

- A. Tuition and/or Registration Fee: Eligible employees may be granted time by their appointing authority to attend California Board of Registered Nurses approved courses. Time granted shall not exceed 40 hours every two years. Time granted shall be used for travel to and from the location of the course and for time actually

spent in course attendance. The granting or denial of education time shall be at the discretion of the employee's appointing authority.

B. Eligible Employees: In order to be eligible for paid education time, an employee shall:

1. Have completed six months of continuous service with the County in a full-time, regular position or a part-time position normally working at least 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.

C. Procedure: An eligible employee desiring education time must request approval from the appointing authority 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.

Mandatory critical care course hours required in the Riverside County Regional Medical Center (RCRMC) shall not be deducted from an employee's hours in education for continued licensing. The County shall pay the cost of mandatory courses offered by the RCRMC. Courses offered outside of the RCRMC must receive prior approval of the RCRMC in order to be paid.

Sec. 309 Bilingual Pay:

Scope

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

Eligibility Factors

Eligibility Factors require use of a second language at least five times per week or once per day for eligibility.

Skill Levels

Definitions of Skill Levels:

- Level 1: Basic Oral Communication
 - Employees at this level perform bilingual translation
- Level 2: Task Completion
 - Employees at this level perform bilingual translation as well as written translation.
- Level 3: Written translation, and medical and legal interpretation
 - Employees at this level perform complex verbal and written translation.

Compensation

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

- Level 1: \$40 per pay period (\$0.50 per hour)
- Level 2: \$60 per pay period (\$0.75 per hour)
- Level 3: \$80 per pay period (\$1.00 per hour)

Payment of bilingual pay will be pro-rated based on the hours actually worked to the maximum amount indicated per pay period.

Testing Administration

Oral and written examinations will be administered by the Human Resources Assessment Center as follows:

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

The Bilingual Pay Program is administered by Human Resources.

All current County Employees receiving bilingual pay under the previous system will continue to receive the rate of pay they are receiving, as long as they continue in their current position. Qualified Employees, whose

positions are designated by departmental supervisors as requiring/desiring bilingual skills, are encouraged to test for higher skill levels if required by the agency/department.

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 should include the requirement of bilingual skills.

Sec. 310 Long Term Disability Plan: The Long Term Disability (LTD) Plan applicable to employees covered under this Resolution has a required waiting period to qualify for benefits of 30 days.

Sec. 311 Executive Performance Recognition Plan:

- A. ~~A Group 1 employee, contract employee, or other employee who serves At Will to the Board of Supervisors or County Executive Officer, may, subject to the terms and conditions set forth below, be eligible to have his/her salary increased to a maximum of fourteen steps beyond the regularly assigned top step of his/her current salary grade or salary set forth in an existing contract. Such increase(s) shall not be subject to the Step Advance provisions set forth under Section 402 of this Resolution but shall instead be accomplished by certification of the County Executive Officer, based upon completed performance appraisals, of an affected employee's "outstanding performance". The continuation of increases granted pursuant to the provisions of this Section shall not be automatic, and failure to sustain "outstanding performance" shall cause the employee's pay to revert to the regularly assigned step for his/her classification. Eligibility for additional steps granted to all employees as part of changes to the Management Resolution shall not be adversely affected by the employee's status in steps granted beyond the regularly assigned step pursuant to the provisions of this Section. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned.~~
- B. ~~A Group 1 or Group 3 employee who serves At Will to an At Will Group 1 County agency/department head may, subject to the terms and conditions set forth below, be eligible to have his/her salary increased to a maximum of five steps beyond the regularly assigned top step of his/her current salary grade or salary set forth in an existing contract. Such increase(s) shall not be subject to the Step Advance provisions set forth under Section 402 of this Resolution but shall, instead be accomplished by certification to the County Executive Officer, based upon completed performance appraisals, of an affected employee's "outstanding performance."~~

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The continuation of increases granted pursuant to the provisions of this Section shall not be automatic, and failure to sustain "outstanding performance" shall cause the employee's pay to revert to the regularly assigned step for his/her classification. Eligibility for additional steps granted to all employees as part of changes to the Management Resolution shall not be adversely affected by the employee's status in steps granted beyond the regularly assigned step pursuant to the provisions of the Section. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned.

Sec. 311 Performance Recognition Plan: The Performance Recognition Plan connects individual achievement to organizational goals and provides incentives for performance. Eligible employees are those who are in leadership positions and who manage other employees or programs and have significant influence on the achievement of organizational objective.

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- A. A Group 1 employee, or other employee who serves At-Will to the Board of Supervisors or County Executive Officer, may, subject to the terms and conditions set forth below, be eligible to have his/her salary increased to a maximum of fourteen steps beyond the regularly assigned top step of his/her current salary grade or salary set forth in an existing contract. Such increase(s) shall not be subject to the Step Advance provisions set forth under Section 402 of this Resolution but shall instead be accomplished by certification of the County Executive Officer, based upon completed performance appraisals. The continuation of increases granted pursuant to the provisions of this Section shall not be automatic, and failure to sustain high performance standards may cause the employee's pay to revert to a lower step within the applicable salary range. Eligibility for additional steps granted to all employees as part of changes to the Management Resolution shall not be adversely affected by the employee's status in steps granted beyond the regularly assigned step pursuant to the provisions of this Section. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned.
- B. A Group 1 or Group 2 employee who serves At-Will to an At-Will Group 1 County agency/department head may, subject to the terms and conditions set forth below, be eligible to have his/her salary increased to a maximum of nine steps beyond the regularly assigned top step of his/her current salary grade or salary set forth in an existing contract. Such increase(s) shall not be subject to the Step Advance provisions set forth under Section 402 of this Resolution but shall, instead be accomplished by certification to the County Executive Officer, based upon completed performance

appraisals. The continuation of increases granted pursuant to the provisions of this Section shall not be automatic, and failure to sustain high performance standards may cause the employee's pay to revert to a lower step within the applicable salary range. Eligibility for additional steps granted to all employees as part of changes to the Management Resolution shall not be adversely affected by the employee's status in steps granted beyond the regularly assigned step pursuant to the provisions of the Section. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned.

C. Effective with the performance evaluations conducted in the fourth quarter of calendar year 2013; all other Management employees in Group 2 or Group 3 who have reached the actual top step of their salary grade and who is not an At-Will employee described subsection "A" or "B" of this Section, may, subject to the terms and conditions set forth below, be eligible to have his/her salary increased to a maximum of five steps beyond the regularly assigned top step of his/her current salary grade. Such increase(s) shall not be subject to the Step Advance provisions set forth under Section 402 of this Resolution but shall, instead be accomplished by certification to the County Executive Officer, based upon completed performance appraisals. The continuation of increases granted pursuant to the provisions of this Section shall not be automatic. An evaluation rating of "below standards," by failing to sustain acceptable performance standards, may result in the loss of up to two steps for his/her classification. Eligibility for additional steps granted to all employees as part of changes to the Management Resolution shall not be adversely affected by the employee's status in steps granted beyond the regularly assigned step pursuant to the provisions of the Section. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned.

D. Law Enforcement Executive Management classifications, excluding Chief Deputy Director, Sheriff's Administration (Article 21) and Unrepresented and Management Attorneys (Article 22) covered by this Resolution under Article 311 are ineligible for the Performance Recognition Plan in fiscal years 2012/2013 and 2013/2014.

E. Elected officials shall not be eligible for the PRP Plan; however, staff reporting to an elected official, in classifications covered by this Section, are eligible under the PRP plan.

F. Employees who have met their applicable 12-month probationary period (initial, promotional, lateral or demotion) will receive a one-

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step increase at the end of their probation and begin participating in the Performance Recognition Plan.

ARTICLE 4
PAY PRACTICES

Sec. 401 New Employees:

- A. Except as otherwise provided by this Resolution, a new employee shall be appointed at the first step of the salary grade. The agency/department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified classification to any step within the salary grade if the employee has: (1) qualifications substantially greater than the minimum for the classification; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed.
- B. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such step higher than the first step of the salary grade, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same classification earning less than the step so authorized to the same or one of said higher steps, fixing the minimum initial salary on such advanced step. The anniversary date shall be the first day of the pay period that is not less than one year (26 pay periods) in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, his/her anniversary date shall not change.
- C. Notwithstanding the provisions of (A) and above, there shall be up to an additional four steps (approximately 11%) which shall be reserved for those specific classifications in a specific agency/department designated by the Human Resources Director, subject to the 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.
- D. 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 agency/department basis, that a serious recruiting or retention problem exists for specific classification(s) in a specific agency/department,

or that the increases granted to subordinate "difficult to recruit" classifications in the specific agency/department has created serious compaction problems, and that a percentage increase up to and including four steps (approximately 11%) would assist the County in recruiting and retaining employees in the specific classification(s) in the specific agency/department. Advancements to any of these salary grades in the specific agency/department shall not be automatic nor shall such a determination have any bearing on the same or similar classifications within the agency/department or in any other agency/departments with same or similar classifications. Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented in the specific agency/department 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 agency/department may be at any step on the salary grade for his/her classification up to and including a step on the salary grades established pursuant to Section 401(B).
2. In the event the salary granted to a newly hired employee in the specific classification in the specific agency/department pursuant to Section 401(B)(1) exceeds that for any present permanent, regular full-time or regular part-time employee in the specific classification in the specific agency/department who has successfully completed one year or more of service at the top of the salary grade for that specific classification(s), such employee(s) shall be placed on the same salary grade and step as that granted to the new employee.
3. All other regular full-time and regular part-time employees assigned to the affected specific classification in the specific agency/department, who have completed less than one year of service at the top of the salary grade for that specific 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 an employee hired as the result of an open recruitment to fill a vacancy in that specific classification in the specific agency/department.
4. Subsequent merit increases for employees not compensated at the top of the salary grade(s) for the specific classifications in the specific agency/department affected by

the provisions of this Section may be granted pursuant to Section 402 of this Resolution.

5. 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 agency/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 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.

Sec. 402 Step Advance:

- A. ~~Effective August 13, 2009, the provisions of this Section as they relate to step increases were suspended.~~ Effective July 12, 2012 the provisions of this Section as they relate to step increases shall resume except that they will do so in one-step increments instead of two steps as previously provided (except for the Unrepresented Attorney Management job classifications listed in Article 22 which will be restored at the customary two (2) steps). Effective the first pay period in July 2014, for Groups 2, 4 & 5 only, the provisions of this Section as they relate to step increases shall be restored to the customary two-step increments. For Law Enforcement Executives Management, see Article 21 for merit increases restoration.
- B. Applicability of Step Increases: The compensation of each regular employee who is paid on a step basis on a salary grade, and whose pay is below the highest step, shall be considered for increase upon his or her anniversary date, except as otherwise provided.

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 year (26 pay periods) in a paid status in the position not including overtime.

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 months (13 pay periods) in a paid status in the position not including overtime.

Re-employment at a rate other than that of the first step of a salary 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 year (26 pay periods) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

1. The provisions of this section shall be subject to other specific provisions of this Resolution affecting a change of anniversary dates.
2. If, through error, the anniversary date of an employee is overlooked or a notice herein required is delayed or omitted, a resulting failure to increase the compensation may be cured by then taking the action hereinabove required, and the employee shall be paid at the increased rate from the anniversary date.

Sec. 403 Pay Increases by Salary Steps: Every anniversary salary increase shall be to the step rate as provided in Section 402. Such salary increases shall be given unless there is an affirmative decision of the agency/department head to deny the increase.

Sec. 404 Denial of Step Increase: The agency/department head may disallow a step increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee. If the increase is not granted, the agency/department head shall state the reasons on the form, which shall be given to the employee for signature. The agency/department head shall reconsider the step increase at least quarterly, and may allow it effective on the first day of any pay period after the date it could have been granted. The responsibility for submitting a written allowance of increase, after its denial, shall be with the agency/department head. The anniversary date shall be postponed until an increase is allowed.

Sec. 405 Re-employment:

- A. Upon recommendation of the agency/department head and approval of the Human Resources Director, former regular employees may be re-employed in the same classification which

they previously occupied at the same step of the salary grade as the step applicable at the time of their termination, provided they were terminated in good standing.

- B. Re-employment after military service shall conform to the requirements of the California *Military and Veterans Code* and the Federal *Uniformed Services Employment and Reemployment Rights Act* (USERRA), but in other respects shall be in accordance with this Resolution.
- C. Whenever a former regular employee is or has been re-employed within twenty-four months after termination, he or she may, on recommendation of the employing officer, and with the approval of the Human Resources Director and the County Executive Officer, be allowed all or a portion of credit for prior County service and hours in step for setting the Annual Leave accrual rate, anniversary date, and accrued sick leave, not exceeding the amount that was lost on separation.

Sec. 406 Re-employment of Retired Persons: An employee who is retired under the *Public Employees' Retirement Law* 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 *Public Employees' Retirement Law* 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 960 hours of actual work within any fiscal year, without loss of benefits, as specified in Section 21224 of the *Public Employees' Retirement Law*. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment, the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

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

Sec. 407 Promotion: On promotion the employee's salary shall be at a rate on the new salary grade which is two (2) steps higher than the closest salary step on the new salary grade to the employee's step

on the salary grade for the former position where the new salary grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.

Sec. 408 Transfer: On transfer the employee's salary shall be the same as that paid previously. The anniversary date shall not change.

Sec. 409 Demotion:

- A. On demotion, the employee's salary shall be at the rate of the same step on the new salary grade as was applicable to the previous salary grade. If the step on the previous salary grade is a higher step number than is available on the new salary grade, the salary shall be at the highest step available on the new salary grade. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.
- B. Permanent employees who, within one year (26 pay periods) following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved agency/department head(s) and an opening must exist. The anniversary date shall not change.

Sec. 410 Reclassification:

- A. The salary of an incumbent of a position reclassified to a classification on the same salary grade shall not change. The anniversary date shall not change.

The salary of an incumbent of a position reclassified to a classification on a higher salary grade shall be at the rate which is two (2) steps higher than the closest salary step on the new salary grade to the employee's step on the salary grade of the former position, where the new salary grade is able to accommodate the increase.
- B. The anniversary date shall be determined in accordance with this Article, except that the first anniversary date shall be the first day of the pay period following the completion of six months (13 pay periods) 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 year (26 pay periods) in a paid status.

- C. The salary of an incumbent of a position reclassified to a classification on a lower salary grade shall be placed on a step of the new salary grade which is closest to, but not higher than, the employee's current rate of pay. Where the employee's current rate of pay exceeds the maximum of the new salary grade, it shall be reduced to the maximum. At the discretion of the Human Resources Director and the County Executive Officer the salary of an incumbent of a position reclassified to a classification on a lower salary grade may be frozen at the hourly rate of pay immediately prior to the date of the downward reclassification and may not be increased until the maximum of the salary grade assigned to the new classification exceeds the hourly rate of pay the incumbent was earning immediately prior to the establishment of the frozen rate. The anniversary date shall not change.
- D. The effective date of a reclassification shall coincide with the first working day of a pay period.

At the discretion of the Human Resources Director and the County Executive Officer the benefits of an incumbent of a position reclassified to a classification represented by a recognized employee organization, and if the new classification is not eligible for the same benefits, shall be entitled to a special flexible benefit amount as long as service continues in the new classification. The new flexible benefit amount will be determined on a case-by-case basis by the Human Resources Director and the County Executive Officer.

Sec. 411 Temporary Promotion:

- A. 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 a "temporary promotion". The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.
- B. When the absence ceases or the vacancy is filled, the employee shall return to his/her regular position and his/her salary and anniversary date shall be re-determined as if the temporary promotion had not occurred. Any step increases which would have been due in his/her regular position shall be allowed.

- C. An employee temporarily promoted pursuant to the provisions set forth in (A) above shall be entitled to receive the benefits assigned to the higher classification.

Sec. 412 Additional Compensation to Supervisors/Managers:

~~Between April 30, 2009 and June 27, 2012, this Section may be suspended by the County Executive Officer, in whole or in part, for whatever period of time he/she deems appropriate due to budgetary restraints.~~

A person, occupying a supervisory/management position may have his/her base salary increased by two steps to a rate approximately 5.5% (approximately two steps higher means within 10 cents per hour plus or minus of a two-step increase) above the base salary rate of any of his/her subordinates, not including Information Technology subordinates, provided that:

- A. The appointing authority, the Human Resources Director, and the County Executive Officer find that he/she is exercising substantial supervision/management over the subject subordinate and that he/she is satisfactorily performing the full supervisory/managerial duties of the position;
- B. The organization is a permanent one approved by the County Executive Officer;
- C. Both the supervisor and subordinate have been appointed to full-time positions; and
- D. The classifications of both the supervisor's/manager's and subordinate's positions are appropriate to the organization and their duties.

Such increased compensation shall be effective on the first day of the pay period during which the finding called for in subparagraph (A) above is made. This addition to base salary shall be effective only for the period necessary to maintain the base salary of the supervisor/manager at a rate of five and one-half percent (5.5%) above that received by the subordinate.

When the conditions authorizing this increase cease to exist then the base salary of the supervisor/manager shall be adjusted to the base salary he/she would have attained except for the provisions of

this Section. The effective date of said adjustment shall be the first day of the pay period following the action creating the changed condition.

The provisions of this Section shall not, under any circumstances, be applied retroactively. Furthermore, it shall be the responsibility of the supervisor/manager to assure that payments made pursuant to this Section cease when the conditions which resulted in such payments no longer exist.

Sec. 413 Post-Employment Accounts: For each regular employee covered under this Resolution who has five years of regular County service and who is separating from County employment, the County shall provide post-employment accounts wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit. Qualifying leave balances include annual leave, vacation, extra vacation, holiday balance, and the amount of sick leave payable pursuant to Sec. 708. This does not include compensatory time off for overtime. Special Pay Accounts are tax-deferred investment funds. The employee may also elect a Health Savings Account, designed to be free of taxes, which may be used for future health care costs. A participant fee is charged for Health Savings Accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

ARTICLE 5
GENERAL PERSONNEL PROVISIONS

Sec. 501 Out-of-Classification Assignments:

~~Between April 30, 2009 and June 27, 2012, this Section may be suspended by the County Executive Officer, in whole or in part, for whatever period of time he deems appropriate due to budgetary restraints.~~

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

Sec. 502 Relatives: No officer shall appoint his/her spouse or registered domestic partner - or the spouse or registered domestic partner of

any other officer superior to him/her - in any capacity for compensation. No such spouse or registered domestic partner shall be eligible for appointment to or continued employment in the same position of any such person who succeeded thereto pursuant to any provision of law. Continued employment shall be deemed to include promotion, demotion, or transfer, if such employee is otherwise qualified.

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. However, in no instance shall a County officer or employee execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion, or work assignments) specifically pertaining to another County employee who is closely related. "Closely related" means 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, and the equivalent step relationships or relationships through a domestic partnership.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to position(s) which the employees are eligible and selected to fill. The promotion, transfer or voluntary demotion must be accomplished by one of the employees within approximately six (6) months.

Sec. 503 Retirement:

- A. Purchase of Military Service Credit as Public Service (Miscellaneous and Safety Members). Pursuant to Section 21024 of the *Public Employees' Retirement Law*, an employee may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment with the County 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.
- B. Post-Retirement Survivor Allowance (Miscellaneous and Safety Members): 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.

d. Effective June 27, 2013, employees hired prior to December 1, 2011, in Groups 4 & 5, will pay an additional 2% toward their

CalPERS. Effective July 12, 2012, employees hired prior to December 1, 2011, in Groups 4 & 5, will pay an additional 3% toward their member contributions, and the County will no longer provide or report that portion (value) as EPMC or as compensation to CalPERS.

c. Effective July 12, 2012, employees hired prior to December 1, 2011, in Groups 1, 2, 3, & 6-8, will pay an additional 4% toward their member contributions (Law Enforcement Executive Management employees will pay 5%), and the County will no longer provide or report any EPMC or as compensation to CalPERS.

b. Effective December 1, 2011, employees in Groups 4 & 5 hired prior to December 1, 2011, will pay 3% toward their member portion (value) as EPMC or as compensation to CalPERS.

a. Effective December 1, 2011, employees in Groups 1, 2, 3, & 6-8, hired prior to December 1, 2011, will pay 4% toward their member contributions, and the County will no longer provide or report that portion (value) as EPMC or as compensation to CalPERS.

All employees hired in Groups 1 - 8 on or after December 1, 2011, will pay the full member contributions (8% for Miscellaneous and 9% for Safety), and the County will not provide EPMC.

PERFERS Retirement Benefit (EPMC): Per Government Code Sec. 20636 (c)(4), effective July 2, 1998, the County elected to pay the employee's share of compensation earnable (currently approximately 8% for Miscellaneous members and approximately 9% for Safety members) as Employer Paid Member Contributions and report the same percent (value) of compensation for all PERFERS members covered under the provisions of this Resolution. Effective immediately the EPMC is amended as follows:

C. Post-Retirement Survivor Allowance to Continue After Remarriage (Miscellaneous Members Only). Effective December 24, 1998, the County amended its contract with PERFERS by adding the provisions of Section 21635 that permits the post-retirement survivor allowance to continue after the remarriage of the surviving spouse.

member contributions, and the County will no longer provide or report any EPMC or as compensation to CalPERS.

- E. Single Highest Year: The provisions of Section 20042 of the *Public Employees' Retirement Law* (Single Highest Year) shall apply to all miscellaneous and safety employees covered under the provisions of this Resolution.
- F. Three Year Final Compensation. At such time that the County Board of Supervisors executes a CalPERS permissible contract amendment, the provision of Section 20037 of the Public Employees' Retirement Law (Three (3) Year Final Compensation) will be implemented for employees who are hired on or after that date, or who become members of the CalPERS Safety plan on or after that date.
- G. 1959 Survivor Benefits (Safety members Only): The provisions of Section 21574.5 of the *Public Employees' Retirement Law* shall apply to safety employee members.
- H. Pre-Retirement Optional Death Benefits: The provisions of Section 21548 of the *Public Employees' Retirement Law* (Pre-Retirement Optional Death Benefit) shall be applicable to safety employee members covered under the provisions of this Resolution.
- I. Retirement Calculations (Miscellaneous Members): The percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous members covered under the provisions of this Resolution shall be determined in accordance with Section 21354.3 of the *Public Employees' Retirement Law* subject to the reduction provided therein for Federal Social Security (3% at age 60 Full and Modified formula).
 - i. 2% @ 60. At such time that the County's Board of Supervisors executes a CalPERS permissible contract amendment the percentage of final year compensation to be provided for each year of credited service for miscellaneous employees hired on or after and who first become members on or after the date of implementation shall be determined in accordance with Section 21353 of the Public Employees Retirement Law (2% at age 60).
- J. Retirement Calculations (Safety Members): The percentage of final compensation to be provided for each year of credited prior and current service for Safety members covered under the provisions of

this Resolution shall be determined in accordance with Section 21362.2 of the *Public Employees' Retirement Law* (3% at age 50).

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

K. 401(a) Money Purchase Plan: The County shall contribute \$50.00 per biweekly pay period to a 401(a) Money Purchase Plan for each enrolled regular employee covered under this Resolution. This contribution is in addition to any other deferred compensation contribution provided by contract or other authority.

At the discretion of the County Executive Officer, employees may have the amount of the reduced contributions (i.e. \$25 per bi-week) deposited to their 401(a) money purchase plan in one or more lump sums, as determined by the County Executive Officer, during 2012.

If due to financial restrictions payment is not possible during 2012 then the amount may be contributed during 2013.

L. Such repayment will only be made if the employee is still in the employ of the County on the date of the repayment. 401(a) of Certain At-Will Positions: Effective January 9, 2003, if any incumbent Deputy Director I,CHA; Deputy Director II,CHA; Deputy Director for Environmental Health; Administrative Director, CHA; Animal Services Chief; Chief Finance Officer, CHA; Chief Finance Officer, RCRMC or Chief of Medical Services, CHA; accepts employment At-Will then an additional \$150 per bi-weekly pay period shall be contributed to the 401(a) Money Purchase Plan for each such employee accepting At-Will status.

M. In-lieu Contributions: Elected officials who are not members of PERS shall have an amount equal to what the County's normal contribution to their retirement would have been if they were members of the PERS system deposited on their behalf to a qualified 401(A) Money Purchase Plan.

i. The County's contribution to the Deferred Compensation plan will be made in accordance with the terms of the official Riverside County Plan document.

- ii. The County's contribution to the deferred compensation plan will be based on the "normal cost" as determined by CalPERS, plus an amount equal to the current pick-up of the employee contribution, if any otherwise provided to elected officials who are in CalPERS
- iii. As a condition of accepting contributions under this provision, an elected official who exercises rights under Section 31648.5 of the Government Code to join the retirement association and buy back prior service credit shall have a contractual obligation to reimburse the County for the employer's share, with interest, of the contribution made hereunder.

Sec. 504 Non-Smoking Policy: Pursuant to Board of Supervisors Policy A-23, smoking in County facilities is prohibited.

In shared buildings or floors, agency/department heads or their designees will jointly identify common smoking areas. This policy shall apply to County employees and the general public.

The County may designate up to 100% of its unassigned and assigned vehicle fleet as no-smoking areas.

Each agency/department must have a written smoking policy. If there is no smoking allowed in an agency/department or certain buildings or areas, the agency/department head shall make that declaration. If there are exceptions, the agency/department head must identify rooms or areas within each building, whether County owned or leased, where smoking is allowable including shared areas (e.g. stairwells, hallways, restrooms, etc.).

It is the responsibility of the agency/department head and agency/departmental supervisors to enforce the non-smoking policy of the County.

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

Sec. 505 Merit System/Veterans Preference: Appointments and promotions shall be made on the basis of merit and ability. Each officer shall

appoint all necessary employees allowed for his/her agency/ department by this Resolution only from among persons certified to him/her by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training, and experience and shall take into consideration a system of veteran's 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.

ARTICLE 6
PROBATIONARY PERIOD

Sec. 601 Computation: Each regular employee shall be in an initial probationary status from the effective date of his/her initial employment in a position in a paid status until the required initial probationary period, and any extension, is completed without separation from County employment. Computation of the initial probationary period in a paid status does not include overtime, standby, on-call, or military leave of absence. A regular employee who has not completed the initial probationary period serves at the pleasure of the agency/department head and may be released from employment without cause.

A. Length of Initial Probation: Except as set out below, the length of the initial probationary period for employees in classifications covered under this Resolution is one year (26 pay periods) in a paid status.

The length of the initial probationary period for employees in the classification of Deputy Public Defender V (Job Code 78556) is 18 months (39 pay periods) in a paid status.

B. Extension of Initial Probation: The initial probationary period of an employee may be extended by the employing agency/department head with the approval of the Human Resources Director. Extensions of an initial probationary period are discouraged and must be approved by the Human Resources Director or his/her designee in writing at least 80 hours before the end of the existing initial probationary period. Approval is made on a case-by-case basis and must be supported by documentation justifying the request.

The initial probationary period may be extended once by three months or twice by an additional three months.

- C. Initial Probationary Period Affected by Change in Classification: An employee who has not completed an initial probationary period and voluntarily promotes, demotes, or transfers to another classification, shall have his/her initial probationary period automatically extended an additional twelve months (26 pay periods) in a paid status beyond the date of promotion, demotion, or transfer each time the employee voluntarily promotes, demotes, or transfers to another classification prior to completing the initial probationary period, including any extensions thereto.
- D. Probation of Permanent employees following change in classification or lateral transfer: During the first one year (26 pay periods) 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 agency/department head's request, be returned to a position in the previously held classification in the former employing agency/department. If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be re-determined based on the number of pay periods of service in a paid status the employee had in step at the time of promotion, transfer or demotion. Written notice of return to former classification shall be given to the employee prior to the employee completing 26 pay periods in the probationary period and the pay and title changes of the return shall be made prior to the employee completing 26 pay periods following the promotion, transfer, or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.
- E. At-Will employees: Notwithstanding any other provision of this Resolution to the contrary, and except as provided by State law, the terms and conditions of employment for employees in the classifications set forth in below shall be as follows:
1. Agency/Department Heads appointed after November 29, 1983, shall serve at the pleasure of the Board of Supervisors (i.e. At-Will). Prior to such appointment, the Human Resources Director shall obtain written acknowledgment from the prospective appointee acknowledging his or her understanding of such At-Will status. Such employee may be terminated from service at any time, without notice,

Any employee serving At-Will in the above classifications removed from service by the Sheriff may be entitled to one (1) month's salary as severance pay for each year of employment with the County of Riverside up to a maximum severance pay equal to six (6) months' salary. Severance pay is not applicable to a situation involving the layoff of any incumbent of the classifications listed above.

appointed to a position in that classification authorized by the Riverside County Salary Ordinance, No. 440 shall serve at the pleasure (i.e., At-Will) of the Sheriff. They may be terminated from service at any time by the Sheriff, without notice, cause, or rights of appeal. Prior to the appointment to any of the above classifications, the Sheriff shall obtain a written agreement from the prospective appointee acknowledging his/her understanding of such At-Will status.

- 37624 Chief Deputy Director, Sheriff's Administration
- 37584 Chief Deputy Sheriff B
- 37583 Chief Deputy Sheriff A
- 37582 Chief Deputy Sheriff
- 37607 Assistant Sheriff B
- 37606 Assistant Sheriff A
- 37605 Assistant Sheriff

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5. Employees in the classifications of:

Formation Commission and shall serve at the pleasure and will of the Local Agency Formation Commission (i.e., At Will). Prior to such an appointment, the Human Resources Director shall obtain written acknowledgment from the prospective appointee acknowledging his or her understanding of such At-Will status. Such employee may be terminated from service at any time, without notice, cause or rights of appeal, by the Local Agency Formation Commission. An Executive Officer of LAFCO removed from service with the Local Agency Formation Commission may be entitled to one (1) month's salary as severance pay for each year of employment with the Local Agency Formation Commission up to a maximum severance pay equal to six months' salary. Any such severance pay shall be at the sole discretion of the Local Agency Formation Commission.

appointed to a position in that classification authorized by the Riverside County Salary Ordinance, No. 440 shall serve at the pleasure (i.e., At-Will) of the District Attorney. They may be terminated from service at any time by the District Attorney without notice, cause, or rights of appeal. Prior to the appointment to any of the above classifications, the

- 78539 Assistant District Attorney
- 78535 Chief Deputy District Attorney
- 37672 Assistant Chief District Attorney Investigator
- 37678 Chief District Attorney Investigator

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7. Employees in the classifications of:

Any employee serving At-Will in the above classifications removed from service by the agency/department head may be entitled to one (1) month's salary as severance pay for each year of employment with the County of Riverside up to a maximum severance pay equal to six (6) months' salary. Severance pay is not applicable to a situation involving the layoff of any incumbent of the classifications listed above.

appointed to a position in that classification authorized by the Riverside County Salary Ordinance, No. 440 shall serve at the pleasure (i.e., At-Will) of the Community Health Agency Director/Public Health Officer. They may be terminated from service at any time by the Community Health Agency Director/Public Health Officer, without notice, cause or rights of appeal. Prior to the appointment to any of the above classifications, the Community Health Agency Director/Public Health Officer shall obtain a written agreement from the prospective appointee acknowledging his/her understanding of such At-Will status.

- 73556 Deputy Director I, CHA
- 73557 Deputy Director II, CHA
- 74096 Deputy Director for Environmental Health
- 74611 Administrative Director, CHA
- 73523 Chief Veterinarian
- 74140 Chief Finance Officer, CHA
- 73888 Chief of Medical Services, CHA

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6. Employees in the classification of:

Regular full-time and regular part-time employees, other than elected officials and employees in Group 4, covered under the provisions of this Resolution shall neither accrue vacation nor sick leave. They shall, instead, earn Annual Leave according to each biweekly pay period of service commencing with the effective date of the employee's initial employment during his/her latest period of County employment according to the following schedule. Absence or time not worked and part-time employment shall cause said pay period's accrual of Annual Leave credits to be reduced on a pro-rata basis.

Sec. 701 Annual Leave:

(Not Applicable to Employees in Group 4-6)

ARTICLE 7 ANNUAL LEAVE

- 9. Any employee who receives severance pay in accordance with this article, and who is subsequently hired in another regular position shall forfeit any severance pay pro-rated based upon actual County service interruption.
 - 8. In addition to those classifications specifically mentioned above, any employee appointed to a classification authorized by the Riverside County Salary Ordinance, No. 440 and listed in Appendix II of such Ordinance, shall serve at the pleasure of the agency/department head (i.e. At-Will). He/she may be terminated from service at any time by the agency/department head without notice, cause, or rights of appeal. Prior to the appointment to any of these classifications the Human Resources Director shall obtain a written agreement from the prospective appointee acknowledging his/her understanding of such At-Will status.
- Any employee serving At-Will in the above classifications removed from service by the District Attorney may be entitled to one (1) month's salary as severance pay for each year of employment with the County of Riverside up to a maximum severance pay equal to six (6) months' salary. Severance pay is not applicable to a situation involving the layoff of any incumbent of the classifications listed above.
- District Attorney shall obtain a written agreement from the prospective appointee acknowledging his/her understanding of such At-Will status.

C. Vacation Conversion: Effective July 2, 1998, accrued vacation banks (including extra vacation) for then current employees were converted to Annual Leave on an hour-for-hour basis. Any regular employee who subsequently transfers or promotes into a classification covered under the provisions of this Resolution shall

B. Accrual Rates - Other: Accrual rates for employees covered under the provisions of this resolution, who have an employment agreement with the County or other benefit level approved by the Board of Supervisors, shall accrue Annual Leave at the rate determined by the County Executive Officer.

Effective July 12, 2012, the job classifications listed in Article 22 of this Resolution will receive an additional 4 hours per pay period to their annual leave accrual. This additional leave accrual will expire at the end of the last pay period in June 2014. In addition, the maximum accrual for annual leave (or vacation) will be raised by 200 hours.

Annual Leave for Unrepresented Attorney Management:

Supervisor's Legislative Assistant 12.00 hours

Supervisor's Board Assistant 10.46 hours

ALL SERVICE BI-WEEKLY ACCRUAL

Supervisor's Legislative Assistants

Accrual Rates: for Group 6 - Supervisor's Board Assistants and

| | |
|----------------------|-------------|
| (0 to < 36 months) | 8.92 hours |
| (36 to < 108 months) | 10.46 hours |
| (108 or more months) | 12.00 hours |

MONTHS OF SERVICE BI-WEEKLY ACCRUAL

A. Accrual Rates: (Groups 1, 2, 3, & 5 & 7, excluding Supervisors Board Assistants and Supervisor's Legislative Assistants. For Law Enforcement Executive Management, see Article 21.)

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have his/her accrued vacation balance similarly converted to Annual Leave on an hour for hour basis at the time of such transfer/promotion.

Sec. 702 Annual Usage: During the first twenty-six (26) pay periods of employment, employees shall be encouraged to use no less than forty (40) hours of Annual Leave and, thereafter, employees shall be encouraged to use no less than eighty (80) hours of Annual Leave in each succeeding twenty-six (26) pay periods of employment. While on Annual Leave, sick leave, holiday leave, or compensatory time off, an employee shall be compensated and receive benefits at the same rate as if he/she were on the job.

Sec. 703 Maximum Accrual: Unless otherwise approved by the County Executive Officer or indicated below, all employees covered under the terms of this Resolution may accumulate annual leave to a maximum of 1800 hours. Upon approval of the County Executive Officer, additional annual leave may be accrued to a maximum of 2,080 hours. It is the mutual responsibility of the employee and the agency/department head to assure that no employee shall exceed the maximum accrual.

Classifications Supervisor's Board Assistants and Supervisor's Legislative Assistants shall have no maximum accrual.

A regular employee who has been employed in a position, other than a position with the County of Riverside, which has prepared him/her for an assignment to a position in the Management unit may, with prior approval of the County Executive Officer and the Human Resources Director at time of hire, receive credit for such previous experience in determining their Annual Leave accrual rate (and corresponding maximum accrual), including an immediate credit of Annual Leave time, and/or the period of time before Annual Leave may be taken.

Sec. 704 Annual Leave:

A. Agency/Department Heads: Effective January 1, 2009, an agency/department head who accrues Annual Leave pursuant to the provisions of this Resolution, may request to receive pay in lieu of up to forty (40) hours of Annual Leave per calendar year. Effective July 1, 2010, an agency/department head who accrues Annual Leave pursuant to the provisions of this Resolution, may request to receive pay in lieu of up to eighty (80) hours of Annual Leave per calendar year. Upon approval of the County Executive Officer, such agency/department head may receive pay in lieu of an

additional eighty (80) hours of Annual Leave during the same calendar year provided, however, that no agency/department head shall receive pay in lieu of more than 160 hours of Annual Leave in any calendar year.

- B. Other Eligible Employees: Effective January 1, 2009, an employee, other than an agency/department head, who accrues Annual Leave pursuant to the provisions of this Resolution, may request to receive pay in lieu of up to forty (40) hours of Annual Leave per calendar year. Effective July 1, 2010, an employee, other than an agency/department head, who accrues Annual Leave pursuant to the provisions of this Resolution, may request to receive pay in lieu of up to eighty (80) hours of Annual Leave per calendar year. Upon approval of his/her agency/department head, such employee may receive pay in lieu of an additional eighty (80) hours of Annual Leave during the same calendar year provided, however, that no employee shall receive pay in lieu of more than 160 hours of Annual Leave in any calendar year.
- C. Employees who are filing an application for service or disability retirement may request a one-time pay-in-lieu of up to the full 160 hour limit of annual leave, without regard to the limitations provided in Section 704 (A) above. The election must be made no later than six-months prior to retirement.

Sec. 705 Annual Leave Usage:

- A. Annual Leave is to be scheduled at the discretion of the agency/department head, or designee. Each agency/department head shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the agency/department and of the County service. The agency/department head shall determine when Annual Leave will be taken.
- B. While generally Annual Leave usage is required to be scheduled in advance, the County recognizes that from time to time employees may desire to use Annual Leave for an unforeseen absence due to illness/injury or other personal reason. Annual Leave may be used to restore pay otherwise lost due to such unscheduled absence from work provided that:
 - i. The employee notifies his/her agency/department head, or designee, on the first (1st) day of such absence and as often thereafter as directed by his/her agency/department head, or designee;

- ii. If requested by the agency/department head or designee, the employee produces a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, or such other proof satisfactory to the agency/department head; and
 - iii. Any medical certificate provided by the employee be personally signed by the medical provider described at (ii) above and include a written statement indicating the day(s) of the illness/injury and that the illness/injury prevented the employee from being able to work.
- C. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of his/her agency/department head or the Human Resources Director, be required to have a physical examination by a County approved physician before returning to active duty. Such physical examination shall be performed by a physician designated by the Human Resources Director and shall be at County expense.
- D. Sections 705(B) and 705(C) shall also apply to the use of existing sick leave accruals.
- E. Annual Leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the agency/department head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the agency/department head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.
- F. Proof of Illness:

An employee off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements.

Sec. 706 Payoff Upon Retirement or Termination: Any regular employee who terminates or is terminated shall be credited with all accrued Annual Leave at the same rate as that received on the last day worked or last day of approved leave with pay. Terminal Annual Leave pay shall be paid into a Post-Employment Plan account designated by the employee. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

Sec. 707 Prior Sick Leave Accruals:

- A. Effective July 2, 1998, current sick leave balances were frozen provided, however, that up to 50% (1/2) of the sick leave balance for employees covered under the terms and conditions of this Resolution was converted to Annual Leave. The remaining sick leave hours may be used until the sick leave is exhausted or, upon retirement, disability retirement, or death of the employee, it may be credited to the employee as provided under the provisions of Section 708 below.
- B. Any regular employee who transfers or promotes into a classification covered under the provisions of this Resolution shall, at the time of such transfer/promotion, have his/her sick leave balance converted and/or frozen in the manner described in 707(A) above.

Sec. 708 Payout for Unused Sick Leave: Upon service retirement, disability retirement, or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement system, unused accumulated sick leave for employees with at least five (5) but less than 15 years of service shall be credited at the rate of fifty percent (50%) of the current salary value thereof provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Unused accumulated sick leave for employees with more than fifteen or more years of service shall be credited at the rate of the current salary value provided, however, that that the total payment shall not exceed a sum equal to 960 hours of full pay. Terminal sick leave pay shall be paid into a Post-Employment Plan account

designated by the employee. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

Sick leave compensation resulting from death shall be made to the persons entitled to it otherwise, in accordance with the Probate Code. Eligibility for a payout under this section is made at the time of separation from County employment and not at a later date.

Sec. 709 Prohibition Against Employment While on Annual Leave: No employee shall be permitted to work for compensation for the County while on Annual Leave without prior approval of the County Executive Officer and his/her agency/department head.

Sec. 710 Annual Leave Accrual Rate - Elected to Appointed Status: Whenever an elective officer, who has more than three years (780 days) of continuous service, succeeds or is appointed to an appointive position without interruption of service, the Human Resources Director shall ascertain the minimum amount of continuous service rendered by such person and shall report the same to the Board of Supervisors, who shall thereupon determine the number of days of such continuous service, and the Annual Leave accrual rate shall be fixed accordingly.

Sec. 711 Exception to Continuous 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 Article may be included in such computation, in full or in part, upon the request of the agency/department head employing the person involved, and approval by the County Executive Officer.

Sec. 712 Elected Officials Exceptions: Elective County officers are not subject to the provisions of this Resolution relating to Annual Leave.

Sec. 713 Retention of Excess Accruals:

- A. Employees covered under the provisions of this Resolution who, as the result of administrative error, have incorrect Annual Leave accrual rates which are subsequently adjusted and whose maximum accrued hours are then in excess of those provided under this Resolution, shall be entitled to maintain such maximum accruals for a period of five (5) years during which time they must reduce their maximum balance to that provided under Section 703, or forfeit the excess accrued hours.

- B. Employees covered under the provisions of this Resolution who, as the result of a change in classification, are assigned to a bargaining unit represented by a recognized employee organization pursuant to the Employee Relations Resolution No. 99-379, and who have accrued Annual Leave hours, shall be permitted to maintain those accrued hours as Annual Leave. Such hours may continue to be used for vacation, sick leave or other approved leave.

An employee who is no longer eligible to accrue Annual Leave, as the result of a change in classification to a classification represented by a recognized employee organization, may continue to redeem any Annual Leave balance pursuant to Sec. 704 of this Resolution. If the employee's new classification is entitled to accrue vacation, he/she shall accrue hours at the rate specified under the applicable Memorandum of Understanding. The employee shall be permitted to retain any previously accrued and unused sick leave in his/her sick leave bank. The accrual and use of any sick leave accrued subsequent to the change in the employee's classification shall be subject to the provisions of the Memorandum of Understanding applicable to the employee's new classification.

ARTICLE 8
VACATION

(Applicable to Group 4 employees only)

Sec. 801 Accrual Rates:

- A. Subject to the limitations and exemptions of this section, every regular employee in a classification assigned to Group 4 shall be entitled annually to the following number of working hours of vacation with pay in accordance with the record of completion of continuous years of service:
1. Zero through 3 years (0 to < 36 months) in a payroll status, 80 hours (10 days);
 2. years 4 through 9 (36 to < 108 months) in a payroll status, 120 hours (15 days);
 3. years 10 or more (108 or more months) 160 hours (20 days).

Vacation shall accrue daily at the rate appropriate to the years of service. Accrued vacation may be taken only at a time or times agreeable to the agency/department head. Except as hereinafter

provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

All employees covered under the terms of this Resolution may accumulate accrued vacation for not more than a maximum of 480 hours. Upon the written request of an agency/department head showing reasonable necessity and good cause, submitted prior to the accumulation of the maximum vacation entitlement, the County Executive Officer 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 months, unless a different period shall be specified in the order.

- B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this Resolution. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. While such terminal vacation pay shall be chargeable to the salary appropriation of the agency/department, the position shall be deemed vacant and may be filled provided funds are available therefore. Terminal vacation pay shall be paid into a Post-Employment Plan account designated by the employee. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.
- C. No employee shall be permitted to work for compensation for the County during vacation, except with prior approval of the County Executive Officer and the agency/department head.
- D. 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.
- E. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this Resolution, may be included in such computation, in full or in part, upon the request of the agency/department head of the agency/department employing the person involved, and approval by the County Executive Officer.

ARTICLE 9
PAID LEAVE

Sec. 901 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 Fair Labor Standards Act (FLSA) absent as a witness in a private matter shall not be entitled to be paid during such absence.

Sec. 902 Bereavement Leave: The County agrees to allow up to five days of bereavement leave, three of which will be paid, and the additional two days to be deducted from the employee's sick leave or Annual Leave. Eligible employees must be in an active payroll 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, child, grandparent, grandchild, and the equivalent step-relationships or relationships through a domestic partnership. The County has the right to require proper documentation in support of the requested leave.

Sec. 903 Fitness for Duty: With prior approval by the Human Resources Director, an agency/department head, or a designee, when in his/her judgment reasonable cause exists, order an employee off work until such time as the County's Employee Health Medical Director or designee determines 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 agency/department.

When the agency/department head, or a designee, orders an employee off work, the agency/department head shall, as soon as possible, schedule an appointment for the employee with the County's Employee Health Medical Director or designee who shall examine the employee for the sole purpose of determining whether or not the employee is able to return to work.

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 of the Employee Health Medical Director's determination.

Sec. 904 Sick Leave (Applicable to Employees in Group 4 Only):

- A. Accrual: Every regular full-time or part-time employee who is assigned to a classification in Group 4 shall accrue sick leave pay on a daily basis and computed at the rate of 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, except the accrual shall be pro-rated for hours actually worked.
 2. Sick leave shall accrue at all times when the employee is in a paid status.
 3. 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 Resolution 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 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.
 4. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the agency/department head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the agency/department

head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

B. Medical Certification Program:

1. When in the judgment of the agency/department head 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 signed original 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 agency/department head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.

Employees on a medical certification program shall have their sick leave usage reviewed at least annually. If the review shows substantial improvement, they shall be removed from the category of having to provide the certificate for each absence.

Every regular employee shall use accrued vacation, then holiday time, and then may use compensatory time, when sick leave has been exhausted due to extended illness or injury unless he/she is on a medical certification program in accordance with B.1 of this section.

Proof of Illness:

2. An employee off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of absence from the employee's health care provider

stating any duties an employee cannot perform and any restrictions or light duty requirements.

- C. Reporting Requirements: In the absence of a more stringent agency/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: Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family is defined to mean a spouse, child, registered domestic partner, child of registered domestic partner, parent, brother, or sister of the employee.
- 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 Employee's Retirement System, unused accumulated sick leave shall be credited at the rate of fifty (50) percent of the current salary value thereof for each such person who has had five full years of service in a payroll status provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Terminal sick leave pay shall be paid into a Post-Employment Plan account designated by the employee. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

A sick leave payout resulting from death of an employee shall be made to the persons entitled to it otherwise, in accordance with the Probate Code.

Eligibility for a payout under this section is determined at the time of separation from County employment and not at a later date.

ARTICLE 10 ON THE JOB INJURY

- Sec. 1001 Workers' Compensation Benefits: An employee or officer who suffers an injury or illness which entitles him/her to benefits under the Workers' Compensation Law, and for which he/she actually receives or obtains 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 his/her regular compensation, to the extent of the value of his/her accrued sick leave or Annual Leave, including, for this purpose, the values, successively, of his/her accrued compensatory time off for overtime and accrued vacation credit. During a period of temporary disability and in the proportion that the employee is paid for the difference between his/her temporary disability payments and his/her regular compensation, he/she shall continue to accrue Annual Leave benefits at the regular rate.

The right is reserved to make later adjustments 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 overpayments 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 or annual 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.

Sec. 1002 4850 Exclusion: The provisions of this Article shall not apply to any peace officer, firefighter, or similar employee as to whom the benefits of section 4850 of the *Labor Code* are applicable. Sick leave, Annual Leave, vacation, or compensatory time off shall not be applied to absence on account of disability under that statute. Annual Leave benefits shall continue to accrue during such disability, in accordance with the law.

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, Annual Leave, vacation and compensatory time off for overtime, until the issue shall be adjudicated.

ARTICLE 11
LEAVES OF ABSENCE
WITHOUT PAY

Sec. 1101 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.

Sec. 1102 Leaves of Absence - In General: An agency/department 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. Maternity.
- C. To take a course of study which will increase the employee's usefulness on return to the County.
- D. Personal reasons acceptable to the authority whose approval is required.

Sec. 1103 Agency/Department Leave of Absence: Agency/department leave of absence up to 480 hours in any one calendar year period may be granted to any employee by the agency/department head. Such leave of absence for an agency/department head shall be granted only by the Board of Supervisors, for such period as the Board may determine. Such leave shall be reported as leave of absence via the agency/department's payroll. The agency/department head, or Board of Supervisors, may require the leave of absence to be for a specified period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation or other evidence substantiating the leave as required by the agency/department head or Board of Supervisors.

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 releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the *Americans with Disabilities Act*, the *California Fair Employment and Housing Act*, a County designed temporary modified duty assignment, and/or the County return to work program.

Sec. 1104 Official Leave of Absence: A regular employee may request an official leave of absence exceeding 480 hours, but not exceeding one year (2,080 hours). Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the agency/department head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources Department in advance of the effective date of the leave, unless circumstances make such

advance request impossible. If the Human Resources Director does not approve the request, it shall be so endorsed and returned to the agency/department head, who may present it to the Board of Supervisors. The Board of Supervisor'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.

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 releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the *Americans with Disabilities Act*, the *California Fair Employment and Housing Act*, a County designed temporary modified duty assignment, and/or the County return to work program.

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 head may require two weeks advance notice of the employee's intention to return.

The Human Resources Director 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.

Sec. 1105 Military Leave: Absences on account of military duty are governed by provisions of United States Code Title 38, Chapter 43 and the California *Military and Veterans Code*.

Sec. 1106 Abandonment/Automatic Resignation:

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

explanation for the absence and his/her failure to obtain an approved leave. The notification to the employee must be in writing prior to the agency/department finalizing the resignation and must contain an opportunity within three working 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.

- B. An employee may, within 10 calendar days of service of the second letter from the agency/department, request in writing reinstatement from the 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 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 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") from a list of five neutrals approved by the Human Resources Director. 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, the agency/department 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 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 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 this Resolution.
6. The cost for the service of the neutral and the hearing room, if any, shall be borne by the County. The cost of transcripts, if any, will be borne by the ordering party.
7. The neutral is authorized to dismiss the appeal if the employee fails to appear at the hearing after being notified in writing of the date and time.

ARTICLE 12
DISCIPLINARY PROCEDURE

Sec. 1201 Applicability:

- A. The provisions of this Article do not apply to:
 1. At-will employees covered under the provisions of this Resolution.
 2. Employees who have not completed an initial probationary period with the County of Riverside, including any extensions thereto.
 3. Permanent employees serving a promotional probationary period when such disciplinary action does not affect any vested rights.

As used in this procedure, "disciplinary action" means termination, demotion, reduction in compensation, suspension, or written reprimand in lieu of suspension (which shall for all purposes have the effect of the equivalent suspension) of an employee.

Sec. 1202 Cause for Action: Any of the following acts of an employee who has permanent status shall be good cause for 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 agency/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 agency/department in which he/she is 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 his or her job or the performance of the agency/department. The agency/department 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 (Board Policy C-10).
- p. Violation of the County's Workplace Violence, Threats and Securities Policy (Board Policy C-27).
- q. Violation of the County's Harassment Policy and Complaint Procedure (Board Policy C-25).

Sec. 1203 Investigatory Leave of Absence: Pending investigations by the agency/department head, or designee, of accusations of misconduct against an employee, the agency/department head, with the approval of the Human Resources Director or designee, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence 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 agency/department head will notify the employee in writing as to what specific allegations are being investigated. Additional 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 leave, the employee shall be returned to duty pending the completion of the investigation and the imposition of any disciplinary action provided, however, the agency/department head may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County's best interest.

Sec. 1204 Written Order for Demotion, Suspension, Reduction in Pay, Termination: The continuing employment of every permanent employee shall be contingent upon good behavior. Any such employee may be terminated, demoted, suspended, reduced in pay, demoted and suspended, or reprimanded in lieu of suspension for cause by the appointing authority in the following manner:

- A. The appointing authority shall serve upon the employee a Notice of Proposed Disciplinary Action stating the nature of the proposed action and its effective date. Such Notice shall also set forth in writing the reasons for the proposed disciplinary action, a statement of the charges upon which the action is to be based, a notice to the employee that he/she has the right to review the materials being used against him/her, and a statement advising the employee that he/she has the right to respond to the charges.
- B. Within seven (7) working days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority, the employee may respond to the County's proposed action. Such response may be presented orally or in writing.
- C. Notwithstanding the above, in cases where the disciplinary action involves a suspension of 80 hours or less the agency/department head, with approval of the Human Resources Director or designee, may suspended the employee immediately. In which case the Notice of Proposed Disciplinary Action, and the opportunity to respond thereto, shall be provided to the employee within the period of suspension or a reasonable time thereafter.

- D. At the completion of the period described in (B) above, the appointing authority shall review the employee's response, if any, and make a determination whether to sustain, or amend the proposed disciplinary action. If the appointing authority decides to amend or sustain the proposed action, the employee will be served with a Notice of Disciplinary Action setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based. The Notice of Disciplinary Action shall also advise the employee that the action being taken is final, and advise him/her of the right to appeal that action to the Human Resources Director, or designee within ten (10) working days of the date the letter is served on the employee.

Sec. 1205 Amended Notice of Disciplinary Action:

- A. At any time before an employee's appeal is submitted to the neutral for decision, the appointing authority 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. Any objections to the amended or supplemental causes or allegations may be made orally or in writing prior to the appeal hearing. The employee shall not be required to file a further appeal in the event that an appeal was filed on the original disciplinary action.

Sec. 1206 Limitations:

- A. Suspension of an employee shall not be for more than forty (40) working days. Suspension of an employee who is exempt from the *Fair Labor Standards Act* shall be imposed in accordance with the provisions of the Act.
- B. Reduction in compensation under this section shall consist only of a change within the salary grade from the existing step to a lower step for a specified duration of one or more full pay periods, but not to exceed thirteen (13) pay periods. Reduction in compensation shall not be used as a disciplinary measure for employees who are exempt from the *Fair Labor Standards Act*.

Sec. 1207 Appeals: An employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Human Resources Director or designee within ten (10) working

days after the date of service of the Notice of Disciplinary Action against which the appeal is made. An appeal shall:

- a. Be accompanied by a copy of intent and final 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.

Sec. 1208 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 thirty (30) days the appeal is deemed to be withdrawn and the right to review is waived.

Sec. 1209 Hearing Procedure - Minor Discipline:

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, a pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand in lieu of suspension of eighty (80) hours or less, the appeal shall be determined under the following provisions:
- B. Appeals shall be heard by a third party neutral (hereinafter referred to as a "neutral") agreed to by the parties from a list of five neutrals approved by the Human Resources Director. The neutral's decision may be verbal or in writing. The neutral's decision shall be binding on both parties.
- C. Only the employee and one (1) non-attorney representative and the agency/department 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.
- D. 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.



- E. The judgment of the neutral shall be binding on both parties neither of which shall have the right of further appeal.
- F. The neutral will not substitute his/her discretion and judgment for that of management for sustained charges unless the neutral finds that discrimination, capriciousness, or arbitrary action by the County is proven.
- G. The neutral 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 1209(A) herein.
- H. The judgment of the neutral shall be rendered within five (5) working 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.
- I. 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 this Resolution.
- J. All costs for the service of the neutral and the hearing room, if any, shall be borne by the County. The cost of the transcripts, if any, shall be borne by the ordering party.
- K. Any hearing expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- L. The neutral is authorized to dismiss the appeal if the employee fails to appear at the hearing after being notified in writing of the date and time.

Sec. 1210 Hearing Procedure - Major Discipline:

- A. Appeals filed in cases of termination, demotion, suspension exceeding eighty (80) working hours, pay reduction exceeding eighty (80) hours of gross salary, or written reprimand in lieu of suspension exceeding eighty (80) hours, shall be heard by a third party neutral.
- B. The parties shall select a neutral from a list of five neutrals approved by the Human Resources Director. The neutral shall be selected by the striking method. The only remaining name after the

striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. 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. The date, time, and venue for the hearing shall be set by the Human Resources Director, or designee, within a reasonable period based on the neutral's availability and other scheduling factors.
- D. The employee and the agency/department head may be represented by counsel or other representative.
- E. It shall be the duty of any County officer or employee to attend a hearing and testify upon the written request of the employee, the agency/department head, or the neutral, provided reasonable notice is given the agency/department employing the officer or employee. The Human Resources Director, or designee, shall arrange for the production of any relevant County record. The neutral is authorized to issue subpoenas.
- F. All appeal hearings involving the termination of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the agency/department head may, at its own expense, provide a reporter for the hearing.
- G. The expenses of the neutral shall be paid by the County. The cost of transcripts, if required, shall be paid by the ordering party. Each party shall make arrangements for and pay expenses of witnesses who 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 hearing expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. The neutral is authorized to dismiss the appeal if the employee fails to appear at the hearing after being notified in writing of the date and time.
- J. Within 21 days following the submission of the appeal, the neutral 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 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*.

K. General Rules

1. The neutral shall confine the decision to issues raised by the statement of charges, including all the supporting documentation, and responses. The neutral shall act in judicial, not legislative manners. The neutral shall not amend, modify, nullify, ignore, add to or subtract from the provisions of this Resolution but, rather, shall interpret and apply its terms.
2. The neutral will not substitute his/her discretion and judgment for that of management for sustained charges unless the neutral finds that discrimination, 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 decision.
4. In the case of termination, if the neutral finds the order of termination should be modified, the appellant shall be either demoted to an appropriate classification or reinstated to a position in the classification held immediately prior to termination subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the neutral.
5. If the neutral finds the order of termination should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to termination and shall receive pay and fringe benefits for all of the period of time between the termination and reinstatement.
6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the appeal proceedings.
7. Restoration of pay and/or benefits shall be subject to the employee's obligation to take reasonable steps to mitigate his/her loss. This will include but not be limited to deduction

of all unemployment insurance and outside earnings which the appellant received since the date of termination 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 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 advise a reviewing court of the basis for the neutral's decision. If the neutral fails to do so either party may request in writing within thirty (30) days of the issuance of the decision that the neutral render such findings.

Sec. 1211 Evidence and Procedures Applicable to Major Disciplinary 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 1201.a. herein, unless it is the type of hearsay admissible over objection in a civil action.
- 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 agency/departments involved in an appeal hearing, and communications between the representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in the appeal 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 own behalf may be called and cross-examined.

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G. The employee and the agency/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 and the employee.

I. The intention of the parties is that appeals be adjudicated as efficiently and economically as possible. The use of legal counsel in the appeal process can result in excessive delays, longer hearings, and increased costs. The parties to a disciplinary appeal hearing hereby commit to instructing their legal counsel to conform to the intention of this Resolution and to take all necessary steps to expedite the appeal 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. 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:

- a. the simplification of the issues,
- b. the possibility of obtaining admissions which might facilitate the hearing,
- c. the quantum of damages, in the appropriate case,
- d. any preliminary application by either party,
- e. any other matters that may aid in the disposition of the action or the attainment of justice.

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

- a. a party file and deliver, within a fixed time, to each other party as specified by the neutral, any relevant documents,
- b. any preliminary applications be brought within a fixed time or by a specified date,

- c. a statement of agreed facts be filed within a fixed time or by a specified date,
- d. a party deliver a written summary of the proposed evidence of a witness within a fixed time or by a specified date,
- e. 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,
- f. the hearing be rescheduled,

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

If the neutral, 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 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, to pay all or part of the non-offending party's costs of the transcripts, or such other relief that the neutral deems appropriate in the circumstances.

Sec. 1212 Non-Discrimination: Disciplinary actions shall be taken without regard to any protected class under federal or state law.

ARTICLE 13 HOLIDAYS

Sec. 1301 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 proceeding January 1, February 12, July 4, November 11 or December 25, in lieu of such date when such date falls on Saturday; the Monday following in lieu of such date when it falls on a Sunday.

B. Qualifying Factors

1. Only regular and probationary employees in a current paid status shall be eligible for paid holidays. "Current paid status" does not include payments received from outside sources (e.g. disability benefits, worker's compensation benefits, etc.).
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 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:

~~Between April 30, 2009 and June 27, 2012, the paid holiday time and/or the compensatory holiday time off provided for in this Section may be suspended by the County Executive Officer for whatever period of time he/she deems appropriate due to budgetary restraints.~~

1. Working the Holiday Qualifying, FLSA nonexempt employees covered under the provisions of this Resolution who work on a paid holiday shall be paid at their regular rate for the time actually worked.

In addition, such employee shall have a choice of:

- a. Receiving compensatory holiday time off not to exceed eight (8) hours for such holiday or;
 - b. Being paid for the holiday at the regular rate of pay not to exceed eight (8) hours.
2. Not Working the Holiday A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to equal compensatory holiday time off for such a holiday.

When a holiday falls on a normal workday and the employee does not work, the employee shall be paid for not more than eight (8) hours of holiday pay. An FLSA non-exempt employee on an alternative work schedule of more than eight (8) hours a day shall use accrued vacation, holiday time or compensatory time off to make-up the required hours in excess of eight (8).

3. Part-Time Employees A regular part-time employee shall only receive compensatory holiday pay for the holiday or portion thereof that coincides with his/her regularly scheduled working hours.
4. Scheduling Holiday Compensatory Time Off Holiday Compensatory Time Off shall be scheduled by the agency/department head following a request by the employee and shall be granted within a reasonable time following the request.

ARTICLE 14
LAYOFF AND REINSTATEMENT

Sec. 1401 Seniority:

- A. Definition of Seniority: Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire.
- B. Definition of Department: Department, for the purposes of this procedure, shall be defined as an agency, department, or district of the County.
- C. Whenever more than one employee in a Department has the same most recent date of hire, seniority shall be determined in the following order: hours of County service from the most recent date of hire, seniority in classification, and seniority in the Department or agency.

- D. Except as otherwise provided in this procedure, an employee shall lose seniority upon resignation, retirement, termination, or removal from all Departmental Reinstatement Lists.

Sec. 1402 Reduction in Force:

- A. When it becomes necessary to reduce the work force in a Department, the agency/department head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the Department. No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the Department. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.
- B. Any reduction in the number of regular employees holding a job classification designated by an agency/department head for layoff shall be made in the following order of employment status:
 - 1. Temporary promotion employees (return to former classification);
 - 2. Probationary new employees;
 - 3. Probationary transfer employees, probationary promotional employees, and all other regular employees.
- C. Layoffs of employees within each classification shall be based primarily on merit and ability, as determined by the Department Head or designee, and reflected in the employees' most recent performance evaluation, with a rating of at least "meets standard" (or equivalent). In the event that two or more employees have at least a "meets standard" rating then the layoff shall be based on seniority, with the least senior employees being laid off first. Whenever an agency/department head believes the best interest of the County requires the retention of an employee with special qualifications, skills, abilities or fitness for his/her position, the agency/department head may prepare a written request to the Human Resources Director to grant an exception to the order of layoff. Subsequent to conducting a review of the request, the Human Resources Director shall forward the request, together with his/her recommendation, to the County Executive Officer for final action. An employee who is 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 agency/department head shall give notice to each

regular employee affected by a reduction in force at least fourteen (14) days prior to the effective date of the action. A list containing the names of the employee(s) to be laid off shall be given to the Human Resources Director. 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 in the County, was not removed therefrom for disciplinary reasons, and the Department Head, or designee, is satisfied that the employee has the merit and ability to perform such job, such employee shall, upon his/her request, be given a transfer or demotion within the Department to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority, and only if it can be accommodated with the positions funded under the layoff plan. The affected employee must request such transfer or demotion within seven days of written notification of layoff by personal delivery or mailing of a certified letter to the agency/department head.

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

Sec. 1403 Reassignment:

- A. An employee not expected to be laid off may in lieu of reassignment elect to be laid off and be placed on the Departmental Reinstatement List if both of the following conditions exist:
1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) working days of the effective date of the reassignment; and
 2. The new work location is more than 40 miles from the employee's current work location or the employee's home, whichever is closer;

An employee who chooses to be laid off and have his/her name placed on the Departmental Reinstatement List under this section

shall notify the agency/department head in writing of the decision at least three (3) working days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective.

- Sec. 1404 Employment Counseling and Referral: Prior to the effective date of layoff, every employee given notice of layoff for a period of time longer than one (1) pay period, may schedule an employment counseling session with the Human Resources Department for assistance in determining other employment opportunities within the County for which the employee may qualify.
- A. Only employees who have either been given layoff notices or are currently on a Departmental Reinstatement List shall be referred first to any agency/department requesting a recruitment for classifications from which the employees were laid off.
 - B. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred first to agency/departments requesting recruitments for all other classifications.
 - C. Agency/departments are required to notify Human Resources in writing why these candidates are unacceptable before outside candidates will be referred.

Sec. 1405 Departmental Reinstatement List:

- A. The name of every regular employee who is laid off, transfers, or demotes in the same Department to a formerly held classification 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 the Departmental Reinstatement Lists for all classifications of a currently equal or lower salary grade in which the employee ever held regular status, provided the Department is allocated any positions of such classifications.
- B. Any vacancy to be filled within a Department shall be offered first to individuals named on the Departmental Reinstatement List based on merit and ability, as determined by the Department Head or designee. In the event that two or more employees have relatively equal merit and ability the position shall be offered in order of greatest seniority for the classification of the position to be filled.

- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
1. The expiration of two (2) years from the date of placement on the list.
 2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
 3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify their agency/department head, in writing, of the employee's current mailing address.
 4. Request in writing to be removed from the list.

Sec. 1406 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:

- A. Restoration of all sick leave credited to the employee's account on the date of layoff that have not been paid into a post-employment account.
- B. Continuation of seniority.
- C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave or vacation.
- D. Placement on the salary grade at the previously held step prior to layoff or reduction, or the step which is nearest the employee's current pay rate, whichever is higher, with the employee's hours in a step being the same number of hours which the employee had at the time of layoff.

Sec. 1407 Reemployment:

- A. Status on Reemployment: Reemployment is defined as being employed by the same or other agency/department into a regular position, only while on a Departmental Reinstatement List, other than that from which the employee had reinstatement rights to. If

reemployed while the employee's name is current on any Departmental Reinstatement List, the employee shall be entitled to:

1. Restoration of all sick leave credited to the employee's account on the date of layoff that have not been paid into a post-employment account.
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 Annual Leave accrual or vacation accrual.

ARTICLE 14A
MANDATORY FURLOUGH

- | Sec. 1401A Scope and Implementation:-_____The mandatory furlough will be effective when authorized by the County Executive Officer and may be terminated at any time by the County Executive Officer. When implemented in an agency/department, the mandatory furlough is applicable to all employees covered by this Resolution within that agency/department.
- | Sec. 1402A Length of Furloughs:-_____Employees shall furlough the number of hours or days established for the agency/department by the County Executive Officer or designee during each fiscal year.
- Sec. 1403A Scheduling: The agency/department head shall work with the County Executive Officer to determine how the mandatory furlough will be implemented in accordance with the budgetary and operational needs of the agency/department. Part-time employees shall furlough on a pro-rata basis.
- | Sec. 1404A Additional Mandatory Furloughs:- In the event the County Executive Officer determines that additional mandatory furloughs, beyond the number of hours or days originally established, are required for the agency/department then the affected employees shall be given two pay periods notice of the additional furlough requirements and the reasons therefore, except when the additional furlough requirements are in response to a fiscal emergency that makes providing two pay periods notice impossible or impractical (e.g. external funding is cut off).

| Sec. 1405A Voluntary Furloughs:- Employees will be permitted to take additional voluntary furlough time beyond the mandatory furlough required herein 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.

| Sec. 1406A Credit for Voluntary Furlough Hours:- -In the event a mandatory furlough is implemented, an employee who has taken a voluntary furlough pursuant to Board of Supervisors Policy C-31 adopted 12/23/08 shall be credited the hours taken under the voluntary furlough program towards the hours required by the mandatory furlough program.

| Office closure:- -If, as part of its mandatory furlough plan, an agency/department closes its office(s) on specified days, making it impossible for an employee who has already fulfilled his/her furlough obligation for the calendar year to report to work on those days, then the employee shall either make alternative work arrangements with the agency/department for the period of the closure or use accrued leave, other than sick leave, to cover the period of the closure.

| Sec. 1407A Restrictions:- Except as indicated below, no annual leave, vacation, extra vacation, sick leave, overtime, compensatory time off, or other banked leave may be used to offset mandatory furlough time.

Employees may not perform County work while on a mandatory furlough or work additional hours during the workweek in which the mandatory furlough falls to make up for the mandatory furlough time. The mandatory furlough time will not count as hours worked under the *Fair Labor Standards Act* (FLSA) or be counted towards qualification for overtime under the provisions of this Resolution.

Employees will not be permitted to be in their work areas or to perform their official duties during the period of mandatory furlough. Supervisors may not direct employees to work and employees are not to perform work for the County on their own during the period of mandatory furlough.

Supervisors shall not permit an employee, and employees shall not seek or volunteer to work overtime in a week in which mandatory

furlough time is taken. Permitting an employee to earn overtime during a week in which the employee takes mandatory furlough hours would reduce the savings achieved by the mandatory furlough.

Employees who are exempt from the overtime provisions of the FLSA will lose their exemption during any week in which they take a budget-required furlough (i.e. mandatory furlough but not voluntary furlough). These employees must report their actual hours of work during the week of furlough. Exempt employee shall refrain from working any additional hours during the remainder of the furlough week beyond their normal work day in order to avoid the payment of overtime for that week and/or the recapture of time that otherwise would be furloughed.

If required by the operational needs of the department, the employee's agency/department head or designee may revoke a previously scheduled mandatory furlough and the employee will be rescheduled to take the mandatory furlough at some other time prior to June 30th of the same fiscal year.

| Sec. 1408A Retirement:-_Employees who submit a letter of intent to retire from the County during any fiscal year in which mandatory furloughs have been authorized will still be required to furlough but may use any banked leave, except sick leave, to receive payment for their mandatory furlough hours. None of these leave hours paid for this purpose will be considered in determining eligibility for overtime.

Should any employee who submits such a notice not retire during the fiscal year identified in the letter of intent then an additional amount of paid leave equal to the amount of paid leave that was used to cover the mandatory furlough time during that fiscal year will be deducted from the employee's leave balances at the end of the fiscal year. In the event the employee has insufficient leave to cover this deduction then the amount will be deducted from the employee's leave accruals in the following fiscal year(s) or from the employee's final paycheck should the employee fail to restore the leave balances prior to his/her departure from the County.

| Sec. 1409A Holidays:-__Mandatory 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 approval, may take mandatory furlough hours adjacent to other forms of paid leave.

| Sec. 1410A Benefits:- Employees subject to mandatory 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. Mandatory 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 pension calculation, except to the extent that they are based on the actual number of hours worked. This includes bilingual pay, shift differentials, etc.

Mandatory 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.

Mandatory furlough participants who are required to take a block of time off in excess of a full pay period will need to arrange payment of the normal required employee contributions for benefit plans during the relevant pay period(s).

| Sec. 1411A FMLA/CFRA/PDL Leave:- Employees on FMLA/CFRA/PDL qualifying leave on a day (or days) they have been scheduled for mandatory furlough will be required to substitute mandatory furlough hours (unpaid leave) for paid leave on that day (or days) during the FMLA/CFRA/PDL leave.

| Sec. 1412A Military Leave:- Employees on paid military leave will not be scheduled for mandatory furloughs during such leave but will participate in the mandatory furlough at all other times during the fiscal year.

| Sec. 1413A Payroll Issues:- A special time entry code will be established to capture all mandatory 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 mandatory furlough will reduce the employee's immediate take home pay. In scheduling mandatory furlough times the department 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, RSA dues, life insurance, etc.).

Employees who are exempt from the overtime provisions of the FLSA will lose their exemption during any week in which they furlough. In these furlough weeks these employees shall accurately report the hours worked each day on their timesheet for that week.

- | Sec. 1414A Workload: ___-The County acknowledges and recognizes that as a result of the mandatory 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 15
SPECIAL ADJUSTMENTS & DIFFERENTIALS

Sec. 1501 Special Medical Care Assignments:

- A. Critical Care: Any Assistant Director of Nursing Services shall be entitled to a salary differential of \$2.00 per hour above their regular rate of pay when assigned in the following critical care areas:

- Emergency Room/Trauma Services
- Intensive Care Unit
- Labor and Delivery
- Neonatal Intensive Care Unit
- Operating Room
- PACU
- PCU
- Pediatrics
- Pediatrics Intensive Care Unit
- Psychiatry

No critical care differential will be paid for working in the critical care area (as herein defined) unless proof of certificate, as required, is on file with the Human Resources Officer at the Riverside County Regional Medical Center. Newly hired employees must have or obtain required certification prior to receiving any critical care differential. The Nursing Office, Human Resources Officer, and/or Staff Development Office will advise all Registered Nurses working in critical care areas as to their status of certification. This shall include certificates needed and names, dates, time(s), and places when courses will be given.

- B. 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 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 10.2% above his/her regular rate of pay while performing these services.
- C. Any Staff Psychiatrist I, II, III, or IV shall be entitled to a salary differential of \$2.40 per hour worked above their regular rate of pay when assigned to the Emergency Treatment Services Facility, Inpatient Treatment Facility or Detention Health Facility.
- D. Any Staff Psychiatrist I, II, III, or IV shall be entitled to a maximum premium of \$500.00 for each evening shift in the Emergency Treatment Services Facility on a pro-rata basis for each hour worked.
- E. Engineering, Survey, Architect Licensure: The incumbent of a professional engineering position 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 the rates applicable to the salary grade which is two (2) steps higher than that specified for such position, at the option of the employee's department head.

ARTICLE 16
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 Resolution by reference.

For cause, management may condition further employment on successful passage of a drug or alcohol test. A refusal to test shall be considered a positive result.

ARTICLE 17
FLEXIBLE BENEFIT PROGRAM AND OPTICAL INSURANCE

Sec. 1701 Flex Benefits Programs.

The County's monthly Flexible Benefit contribution for current, regular employees covered under the provisions of this Resolution who select a County medical plan shall be as follows:

| <u>GROUPS</u> | <u>SEMI-MONTHLY CONTRIBUTION</u> | Formatted |
|---------------|----------------------------------|-----------|
|---------------|----------------------------------|-----------|

| | | |
|---|---------------|----------|
| 2 (Supervisor's Board Assistants and Supervisor's Legislative Assistants only), 4 & 5 | Eff. PP 25-12 | \$398.18 |
|---|---------------|----------|

For subsequent years, commencing with the second pay period in November of each year, from 2012 through 2015, the semi-monthly premium shall increase by the percent increase in the Kaiser Family rate for the County, not to exceed a total flex benefit of \$823.00 per month.

| | | |
|---|---------------|----------|
| 1, 2 (other than Supervisor's Board Assistants and Supervisor's Legislative Assistants), 3, & 6 | Eff. PP 25-11 | \$375.64 |
| 7 | Eff. PP 25-08 | \$371.70 |

Please see Article 21 for Flexible Benefit Adjustments for Law Enforcement Executives

The County's monthly Flexible Benefit contribution for current, regular employees covered under the provisions of this Resolution who waive County medical plan but select another County benefit shall be as follows:

| <u>GROUPS</u> | <u>SEMI-MONTHLY CONTRIBUTION</u> | Formatted: Highlight |
|--|----------------------------------|----------------------|
| | <u>Eff. PP 25-05</u> | Formatted: Highlight |
| <u>1 - 6 (other than Group 2 Unrepresented Attorneys)</u> | <u>\$267.00</u> | Formatted: Highlight |
| <u>72 Unrepresented Attorneys (specified management level)</u> | <u>\$212.70</u> | Formatted: Highlight |
| | | Formatted: Highlight |

employees in the office of the
Public Defender and County
Counsel not represented by a
bargaining unit)

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To be eligible for the above contribution, an employee must participate in the Flexible Benefit Program and be in a paid status at least 5 hours or be on an approved FMLA/CFRA leave during the pay period. The contribution will be paid in the first two pay dates of the month; no contribution is made in the third pay date of the month.

Flex for Part-Time Employees. Part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees, are eligible for the Flexible Benefit Program on the following basis:

Employees working 20 to 29 hours per week: 50% of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee.

Employees working 30 to 39 hours per week: 75% of the applicable County of Riverside Flexible Benefits Program contribution 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.

- A. Plan Selection Requirement. Employees whose last hire date is on or after November 13, 2003 will be required to select a medical health insurance plan as part of their Flexible Benefit election each year, and will not have the option of waiving all medical health insurance coverage unless the flexible benefit contribution by the County is also waived. Those who fail to either timely elect medical coverage or waive all participation in the flexible benefit plan will be placed in the lowest-priced employee-only PPO medical plan available.
- B. Waiving Medical Coverage. Employees hired prior to November 13, 2003, may elect to not take medical health insurance coverage, if they 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 hospital and medical coverage shall be

received by the Human Resources Department within sixty days from date of hire, and annually during Open Enrollment.

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

- C. Cash Back. If monies remain after deduction of elected benefits, said monies may be taken in cash back to the aggregate total of options selected and cash.

If monies remain after waiver of medical health insurance and deduction of other elected benefits, said monies may be taken as cash in the employee's pay.

Sec. 1702 Optical Insurance. The County provides an optical plan to employees covered under the provisions of this Resolution with no premium cost to the employee. Such optical plan is not part of the Flexible Benefits Program described under the provisions of this Article.

Sec. 1703 Retiree Health Contributions

- A. The County shall contribute a monthly amount toward the payment of premiums for a Riverside County-sponsored medical and hospital health plan for eligible retirees and their dependents. To be eligible, the following conditions must be met:

- You must retire (begin receiving your pension) within 120 days from the date you separate from employment with the County of Riverside;
- You must receive a retirement allowance from CalPERS;
- You must have been eligible for enrollment in a County-sponsored health plan on the date of separation from the County of Riverside.

An eligible retiree who chooses not to enroll in a medical plan when first retired may elect coverage at any subsequent open enrollment, and receive County contributions toward such coverage.

- B. Monthly retiree health contributions for retirees who meet the eligibility conditions listed above are as follows:
1. For employees who retire prior to November 1, 2005, the County shall contribute \$128.00 per month toward premiums

for a Riverside County-sponsored health plan in which the retiree is enrolled.

2. For employees who retire on or after November 1, 2005, the County shall contribute \$256.00 per month toward premiums for a Riverside County-sponsored health plan in which the retiree is enrolled.

ARTICLE 18
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 Resolution by reference.

ARTICLE 19
VOLUNTARY TIME-BANK

- Sec. 1901 Procedure. Any agency/department 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.
 - 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 at least two (2) weeks 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, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee, registered domestic partner, child of a registered domestic partner, 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. Only the agency/department head, upon concurrence from the Human Resources Director, may request establishment of a Time-Bank for an employee within the agency/department who is suffering a financial hardship due to a catastrophic illness or injury.
 - 2. When the agency/department head has determined that an employee would benefit from the establishment of a Time-Bank, the agency/department head will contact the employee to determine if the employee desires to participate in a Time-Bank program. If the employee desires to participate in the Time-Bank program, the agency/department head will contact the Human Resources Department and recommend the establishment of the program.
 - 3. The Time-Bank will be established on behalf of an individual employee. The bank will accept donations of leave from one or more donors.
 - 4. The Time-Bank will be operated by the Human Resources Department. The agency/department head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.
 - 5. On establishing a Time-Bank program, the Human Resources Department should ensure that only credits that are necessary are donated. All donations are non-retrievable.
- D. Conditions under which leave credits may be donated to a Time-Bank.
 - 1. Any employee may donate Annual Leave, vacation, or holiday accrual. Sick leave and compensatory time may not be donated.

2. Donations of Annual Leave, vacation, or holiday accrual must be in increments of eight (8) hours or more and drawn from one bank only.
 3. The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be credited to them upon separation.
 4. An employee may not donate leave hours which would reduce his/her accrued leave balances of Annual Leave, vacation, holiday accrual, compensatory time, or sick leave to less than 168 hours.
 5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of Annual Leave or vacation leave.
 6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donors 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 Annual Leave or 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.
 3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.
- F. Steps to be taken by the agency/department to establish a Time-Bank program.

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

1. Receipt of written approval from the employee to announce the need for a Time-Bank transfer.
2. Notify the Human Resources Department of the need for the program and coordinate the program's establishment.
3. Require that employee donations be made directly to the Human Resources Department to ensure that employee's decision to donate or not donate is kept confidential.

The Human Resources Department will:

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

ARTICLE 20
SALARY AND BENEFIT ADJUSTMENTS

The salary and benefit adjustments described below are applicable to all employees covered by this Resolution except for Elected Officials and attorney classifications now represented by a collective bargaining group.

A. Effective the first pay period in July 2012, all classifications covered by this Resolution shall receive one (1) additional step (approximately 2.71%) added to the top of their salary grade. Any employee who has been compensated at the top step of the salary grade for his/her classification for a year or more at the time of the addition, shall receive the one-step salary increase provided herein. For any employee who has not been compensated, at the top step of the salary grade for a year or more, the increase provided under this provision shall be treated in the same manner as other step increases and shall be granted, or denied, pursuant to the Step Advance provisions set forth in this Resolution.

B. Effective the first pay period in July 2013, 2014 and 2015, employees who are covered in Groups 1 (excluding independent elected officials and Board of Supervisors Members), 2, 3, 4, 5 & 6 (Supervisor's Board Assistants and Supervisor's Board Legislative Assistants ~~only~~), ~~4, and 5~~; ~~classifications~~ shall receive a 2.0% wage increase. Effective the first pay period of July 2013, 2014 and 2015, Groups 4, 5 and 6 shall receive ~~and~~ one (1) additional step (approximately 2.71%) added to the top of their salary grade. Any employee who has been compensated at the top step of the salary grade for his/her classification for a year or more at the time of the addition, shall receive the one-step salary increase provided herein. For any employee who has not been compensated at the top step of the salary grade for a year or more, the increase provided under this provision shall be treated in the same manner as other step increases and shall be granted, or denied, pursuant to the Step Advance provisions set forth in this Resolution.

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Law Enforcement Executive Management Classifications, excluding Chief Deputy Director, Sheriff's Administration (Article 21) and Unrepresented and Management Attorneys (Article 22) covered by this Resolution under Article 311 are ineligible for the wage increases outlined in Section B above.

C. Advanced Grade Recognition

Effective the first pay period in July 2012 all classifications in Groups 4, 5, and 6 (Supervisor's Board Assistants and Supervisor's Legislative Assistants) shall receive the following payments:

First pay period in July, 2012 – Single payment of one thousand

dollars (\$1000.00).

First pay period in July, 2013 – Single payment of one thousand dollars (\$1000.00).

ARTICLE 21
SALARY AND FRINGE BENEFIT ADJUSTMENTS
LAW ENFORCEMENT EXECUTIVE MANAGEMENT

This Article provides salary and/or fringe benefit adjustments (as specified) for employees in an Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, Chief Deputy Director, Sheriff's Administration, ~~Sheriff,~~ Correctional Chief Deputy, Chief District Attorney Investigator ~~or,~~ Assistant Chief District Attorney Investigator, ~~or Sheriff's Executive Officer~~ classifications. Unless specifically provided herein, this Article is not intended to alter, amend, add to, or subtract from the existing wages, hours, and other terms and conditions of employment set forth for these employees in applicable County Ordinances, Resolutions, or minute orders.

Please refer to Article 17, Flexible Benefit and Optical Insurance for Law Enforcement Executive Management Flexible Benefit Adjustments (with the exception of the below adjustment):

Flexible Benefit Increases for job classifications in Article 21:

Effective August 9, 2012: Flex increase of \$58.00/month (From \$751.28 to \$809.28/month)

Sec. 2101 Annual Leave: The provisions of Sections 2101 through 2105 are only applicable to employees in an Undersheriff, Assistant Sheriff, Chief Deputy ~~Sheriff,~~ ~~Chief Deputy~~ Director, Sheriff's Administration, ~~Sheriff,~~ Correctional Chief Deputy, Chief District Attorney Investigator, or Assistant Chief District Attorney Investigator classification.

A. Employees in the classifications described above shall neither accrue vacation and sick leave nor be granted administrative leave. They shall, instead, earn annual leave according to each biweekly pay period of service commencing with the employee's initial anniversary date assigned to an employee during his/her latest period of County employment according to the following schedule. Absence or time not worked and part-time employment

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shall cause said pay period's accrual of annual leave credits to be reduced on a pro-rata basis.

B. Accrual Rates:

| <u>MONTHS OF SERVICE</u> | <u>BI-WEEKLY ACCRUAL</u> |
|--------------------------|--------------------------|
| (0 - < 36 months) | 8.92 hours |
| (36 - < 108 months) | 10.46 hours |
| (108 or more months) | 12.00 hours |

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Effective July 12, 2012, job classifications in Article 21 will receive an additional 4 hours per pay period to their annual leave accrual. This additional leave accrual will expire at the end of the last pay period in June 2014.

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Sec. 2102 Annual Usage: During the first twenty-six (26) pay periods of employment, employees shall be encouraged to use no less than forty (40) hours of annual leave and, thereafter, employees shall be encouraged to use no less than eighty (80) hours of annual leave in each succeeding twenty-six (26) pay periods of employment. While on annual leave, sick leave, holiday leave, or compensatory time off, an employee shall be compensated and receive benefits at the same rate as if he/she were on the job.

Sec. 2103 Maximum Accrual:

A. Employees in the classifications described in Section 2101 shall not accrue more than 2600 hours of annual leave.

It is the mutual responsibility of the employee and the agency/department head to assure that no employee shall exceed said maximum accrual.

B. Vacation Conversion: Effective February 11, 1999, accrued vacation banks (including extra vacation) for then current employees in one of the classifications described in Section 2101 were converted to Annual Leave on an hour-for-hour basis to a maximum of 2,400. Any regular employee who subsequently transfers or promotes into one of these classifications shall have his/her accrued vacation balance similarly converted to annual leave on an hour for hour basis at the time of such transfer/promotion.

C. Prior Sick Leave Accruals:

1. Effective February 11, 1999, current sick leave balances were frozen provided, however, that up to 50% of the sick leave balances was converted to annual leave. The combined maximum hours of sick leave so converted, when added to vacation hours converted under (B.) above, did not exceed the maximum accruals set forth in Sec. 2103 (A.) above. Any remaining sick leave hours may be used until the sick leave is exhausted or, upon retirement, disability retirement, or death of the employee, it may be paid as provided under the provisions of Section 708 of this Resolution.
2. Any regular employee who transfers or promotes into a classification described in Section 2101 of this Resolution shall, at the time of such transfer/promotion, have his/her sick leave balance converted and/or frozen in the manner described in 2103 (C)(1).

Sec. 2104 Annual Leave Redemption: An employee may request to receive pay in lieu of up to forty (40) hours per calendar year of Annual Leave. Effective July 1, 2010, an employee may request to receive pay in lieu of up to eighty (80) hours (160 hours upon approval of the agency/department head) per calendar year of Annual Leave.

Sec. 2105 Other Provisions: Those provisions contained in Article 7 of this Resolution which are not specifically modified by Sections 2101 through 2104 above and are otherwise appropriate to this Article shall be included by reference.

Sec. 2106 Deferred Compensation:

- A. Effective September 14, 2006, the County shall increase the contribution from \$20.00 to \$50.00 per biweekly pay period to a 401(a) money purchase plan for each enrolled regular employee in an Undersheriff, Assistant Sheriff, Chief Deputy ~~Sheriff, Chief Deputy~~ Director, Sheriff's Administration, ~~Sheriff, Sheriff's Executive Officer, Correctional Chief Deputy,~~ Chief District Attorney Investigator, or Assistant Chief District Attorney Investigator classification.
- B. Effective July 29, 2010, the County shall contribute \$50.00 per biweekly pay period to a 401(a) money purchase plan for each enrolled regular employee in the Correctional Chief Deputy classification.

For all employees identified in this section the \$50 per biweekly pay period contribution will be reduced to \$25 per biweekly pay period from June 4, 2009, to June 30, 2010.

Such repayment will only be made if the employee is still in the employ of the County on the date of the repayment.

Sec. 2107 P.O.S.T. Certificate Pay

Any Assistant Sheriff, Chief Deputy Sheriff, Chief District Attorney Investigator, or Asst. Chief District Attorney ~~Investigator or Supervising District Attorney Investigator~~ who proves that he/she possesses a valid Intermediate Certificate, but not 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 rate applicable to the position which is 7.0% higher than otherwise specified for such position. If they prove that they possess a valid Advanced Certificate issued to them by said Commission, whether or not they possess the Intermediate Certificate, they shall be compensated at a rate which is 12.0% higher than that specified for such position. The increase in P.O.S.T. pay is effective June 28, 2012.

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

Sec. 2108 Salary Adjustments

A. Chief Deputy Sheriff (B) and Correctional Chief Deputy

Effective June 28, 2012:

- 15% adjustment to pay for Chief Deputy Sheriff (B)
- 18% for Correctional Chief Deputy

B. Assistant Sheriff (B)

Effective June 28, 2012:

- 15% adjustment to pay

C. Undersheriff

Effective June 28, 2012:

- 7.5% adjustment to pay

- D. Effective July 11, 2013, a 2% COLA and a top step (2.71%) shall be applied to the job classifications in Article 21.
- E. Restoration of Merit Increases: For all job classifications in Article 21, Effective July 12, 2012, the merit increases will be restored at one (1) step only. Effective the first pay period in July 2013, the merit increases will be restored to the customary two (2) steps.
- F. For all job classifications in Article 21, any employee promoting from another bargaining unit wherein the employee has not taken or completed all or a portion of the 10% (one time) compensation reduction, shall complete temporary wage reductions of up to 3% per year until a total 10% reduction is completed.

Sec. 2109 Education Incentive

- A. This premium sunset on June 30, 2012. Effective July 12, 2012, the previous value of the Master's degree compensation level, five percent (5%), will be added to the base salary for the positions of Correctional Chief Deputy, ~~Sheriff~~, Chief Deputy Sheriff (B), Chief Deputy ~~Sheriff~~, Director, Sheriff's of Administrative Services, Assistant Sheriff (B), and Undersheriff. This adjustment will not be permanent and will run concurrently with the Education Incentive premium in the current LEMU MOU (expires June 30, 2017). Should the LEMU Educational Incentive not continue beyond June 30, 2017, this adjustment for the job classifications outlined above shall be removed. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned. This provision will also apply to Chief District Attorney Investigator and Assistant Chief District Attorney Investigator.

ARTICLE 22
SALARY ADJUSTMENTS FOR MANAGEMENT ATTORNEYS AND
UNREPRESENTED ATTORNEYS

| | |
|-------|-----------------------------------|
| 74254 | County Counsel |
| 78517 | Assistant County Counsel |
| 78515 | Principal Deputy County Counsel |
| 78528 | Chief Assistant District Attorney |
| 78539 | Assistant District Attorney |

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78535 Chief Deputy District Attorney
78536 Supervising Deputy District Attorney
74245 Public Defender
78557 Assistant Public Defender
78555 Supervising Deputy Public Defender
37490 Chief Deputy Child Support Attorney
37491 Supervising Deputy Child Support Attorney

Compensation Adjustments for Unrepresented Attorney Management

A. Supervising Deputy District Attorney

Effective July 12, 2012:

- 7.0% adjustment to pay

B. Chief Deputy District Attorney

Effective July 12, 2012:

- 9.0% adjustment to pay

C. Assistant District Attorney and Chief Assistant District Attorney

Effective July 12, 2012:

- 5.0% adjustment to pay

D. Supervising Deputy Public Defender, Principal Deputy County Counsel, and Supervising Deputy Child Support Attorney

Effective July 12, 2012:

- 7.0% adjustment to pay

E. Chief Deputy Child Support Attorney

Effective July 12, 2012:

- 9.0% adjustment to pay

F. Assistant County Counsel and Assistant Public Defender

Effective July 12, 2012:

- 5.0% adjustment to pay

G. County Counsel

Effective July 12, 2012:

- 7.0% adjustment to pay

- H. Effective July 11, 2013, a 2% COLA and a top step (2.71%) shall be applied to the job classifications in Article 22.

ARTICLE 23
SEPARABILITY

If any paragraph, sentence, clause, or phrase of this Resolution, for any reason, is held to be unconstitutional or invalid, such shall not affect the remaining portions of this Resolution, and the Board of Supervisors hereby declares it would have passed each paragraph, sentence, clause, and phrase thereof, irrespective of the fact that any one, or more than one sentence, clause, or phrase thereof be declared unconstitutional or invalid.

ARTICLE 24
SUPERSESION

This resolution supersedes Resolution 2012-~~177437~~ in its entirety.

Reference:

| | | |
|------------------------------------|------------------------------------|---|
| Minute Order 3.41 dated 06/23/98 | Resolution 2005-280 dated 06/07/05 | Resolution 2008-364 dated 07/29/08 |
| Resolution 98-322 dated 10/13/98 | Resolution 2005-372 dated 08/23/05 | Resolution 2008-487 dated 11/18/08 |
| Resolution 99-080 dated 03/09/99 | Resolution 2005-475 dated 11/01/05 | Resolution 2009-120 dated 04/07/09 |
| Resolution 2000-044 dated 02/01/00 | Resolution 2006-323 dated 08/29/06 | Resolution 2009-261 dated 07/21/09 |
| Resolution 2002-195 dated 06/04/02 | Resolution 2006-395 dated 10/03/06 | Resolution 2010-033 dated 06/08/10 |
| Resolution 2002-240 dated 06/25/02 | Resolution 2006-466 dated 12/12/06 | Resolution 2010-200 dated 07/13/10 |
| Resolution 2003-71 dated 02/18/03 | Resolution 2007-016 dated 01/09/07 | Resolution 2010-230 dated 07/27/10 |
| Resolution 2003-228 dated 05/20/03 | Resolution 2007-318 dated 06/08/07 | Resolution 2011-278 dated 11/15/11 |
| Resolution 2003-513 dated 12/09/03 | Resolution 2007-436 dated 09/18/07 | Resolution 2012-137 dated 06/12/12 |
| Resolution 2004-235 dated 05/18/04 | Resolution 2007-542 dated 11/20/07 | Resolution 2012-177 dated 07/31/12 |
| Resolution 2004-420 dated 10/19/04 | Resolution 2008-031 dated 01/08/08 | Resolution 2012-243TBD dated |
| | | 11/27/1209/XX42 |
| Resolution 2004-520 dated 12/14/04 | Resolution 2008-245 dated 05/13/08 | |

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

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

SPEAKER'S NAME: B. Holmsdorn

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 3.12

PLEASE STATE YOUR POSITION BELOW:

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

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

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

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

I give my 3 minutes to: _____

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

433



FROM: Human Resources Department

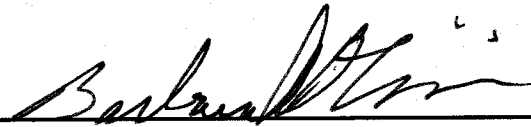
SUBMITTAL DATE:
April 12, 2012

SUBJECT: Approval of the Memorandum of Understanding with the Riverside County Law Enforcement Management Unit from July 1, 2012 to June 30, 2017.

RECOMMENDED MOTION: That the Board of Supervisors approves the 2012 – 2017 Memorandum of Understanding (MOU) (Attachment A) between the Riverside County Law Enforcement Management Unit (LEMU) and the County of Riverside.

BACKGROUND: The LEMU, which represents approximately four hundred and fifty-five (455) employees, and the County of Riverside engaged in discussions regarding the successor LEMU MOU beginning mid 2011, and multiple discussions were held. A new sixty (60) month MOU, covering July 1, 2012, through June 30, 2017, was reached on March 5, 2012. The cost of the contract does not exceed the parameter given by the Board of Supervisors and achieves the pension reform and labor saving objectives that were sought.

Departmental Concurrence



 Barbara A. Olivier
 Asst. County Exec. Officer/Human Resources Director

| | | | | |
|-----------------------|----------------------------------|---------------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 0 | In Current Year Budget: | No |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost FY 12/13: | (\$2,797,439) | For Fiscal Year: | 2012/13 |

| | | |
|---|---|--------------------------|
| SOURCE OF FUNDS: General Fund and Department Budgets | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: 

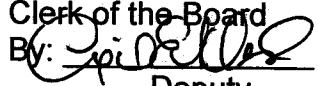
County Executive Office Signature **Christopher M. Hans**

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 17, 2012
xc: HR, LEMU

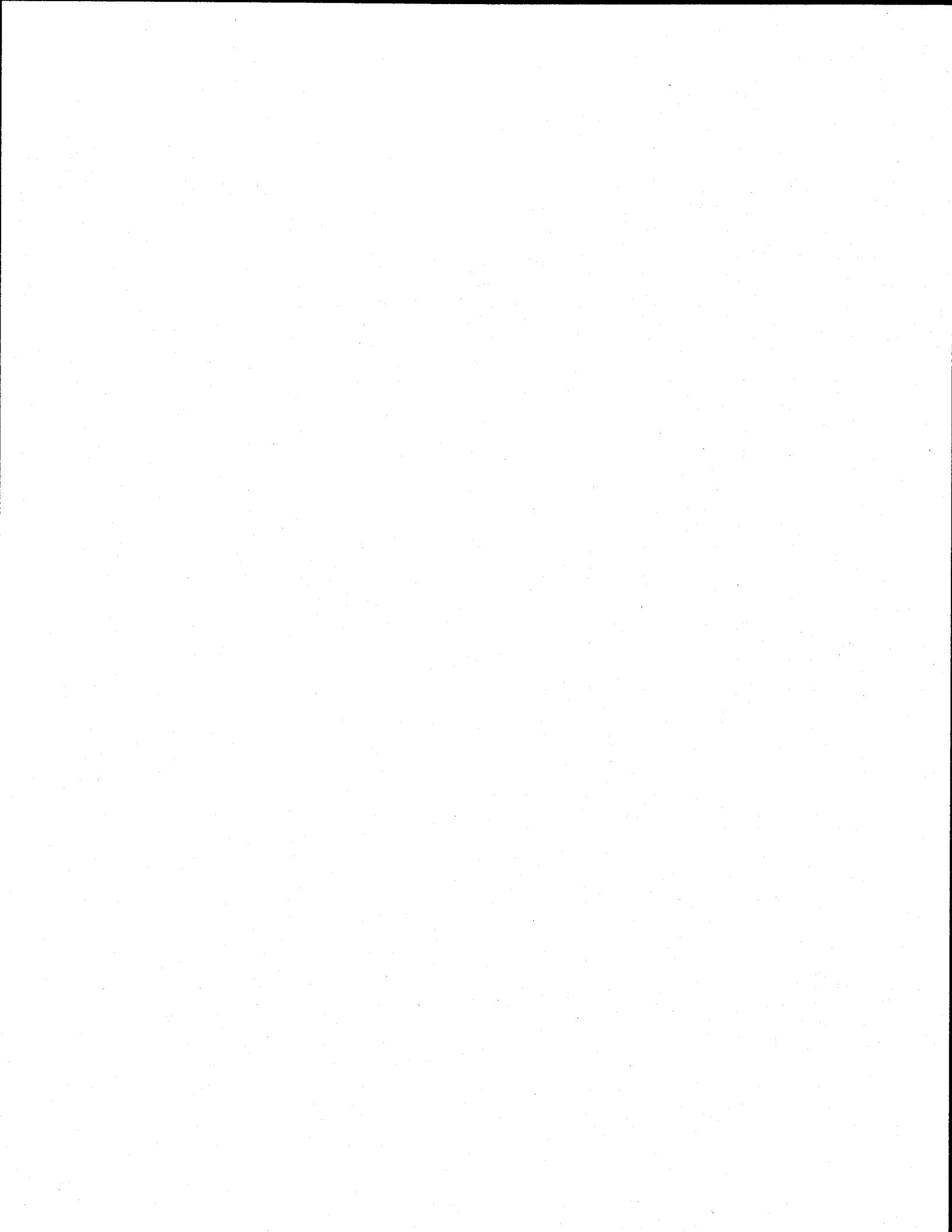
Kecia Harper-Ihem
 Clerk of the Board
 BY: 
 Deputy

Prev. Agn. Ref.: | **District:** All | **Agenda Number:**

3.27

Dept't Recomm.:

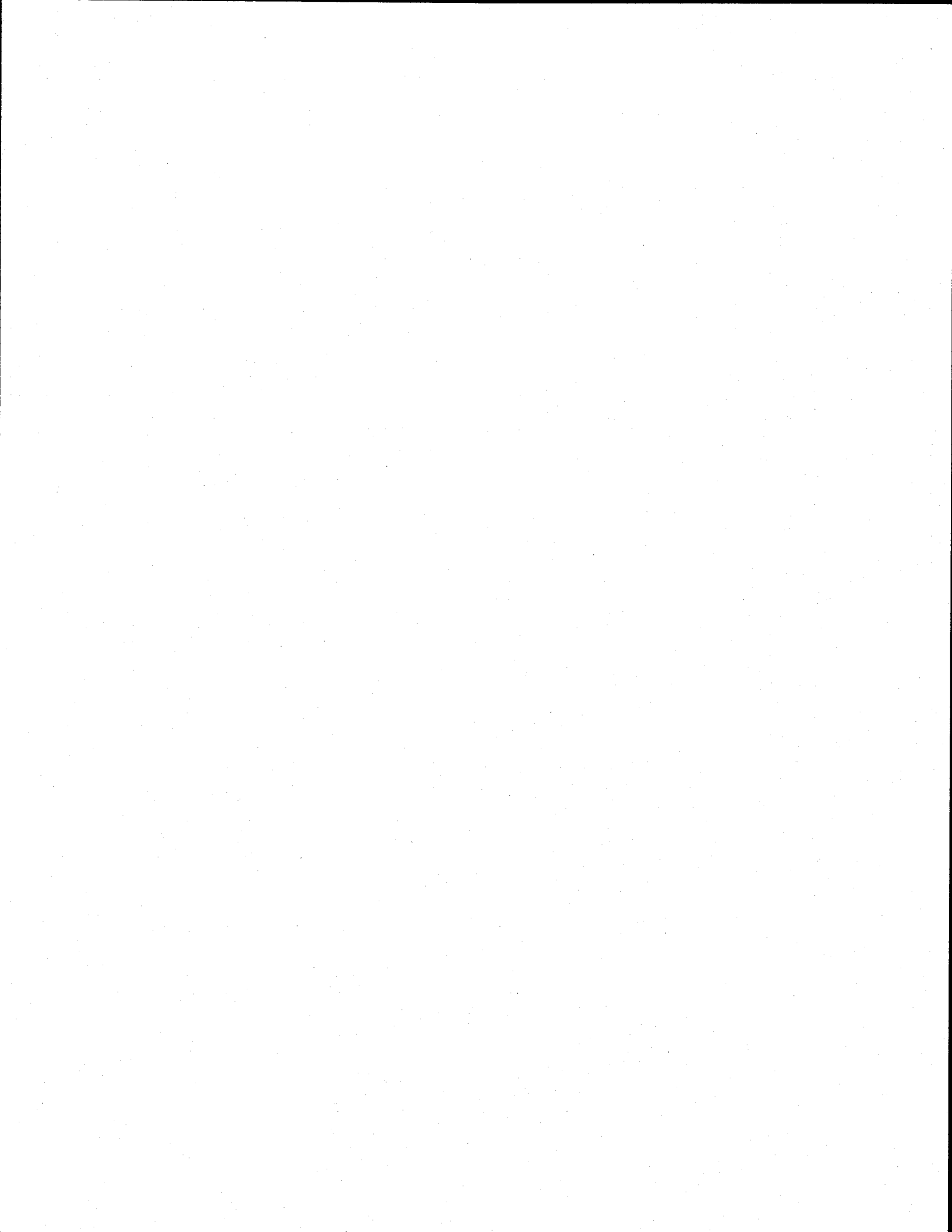
Per Exec. Ofc.:



BACKGROUND continued:

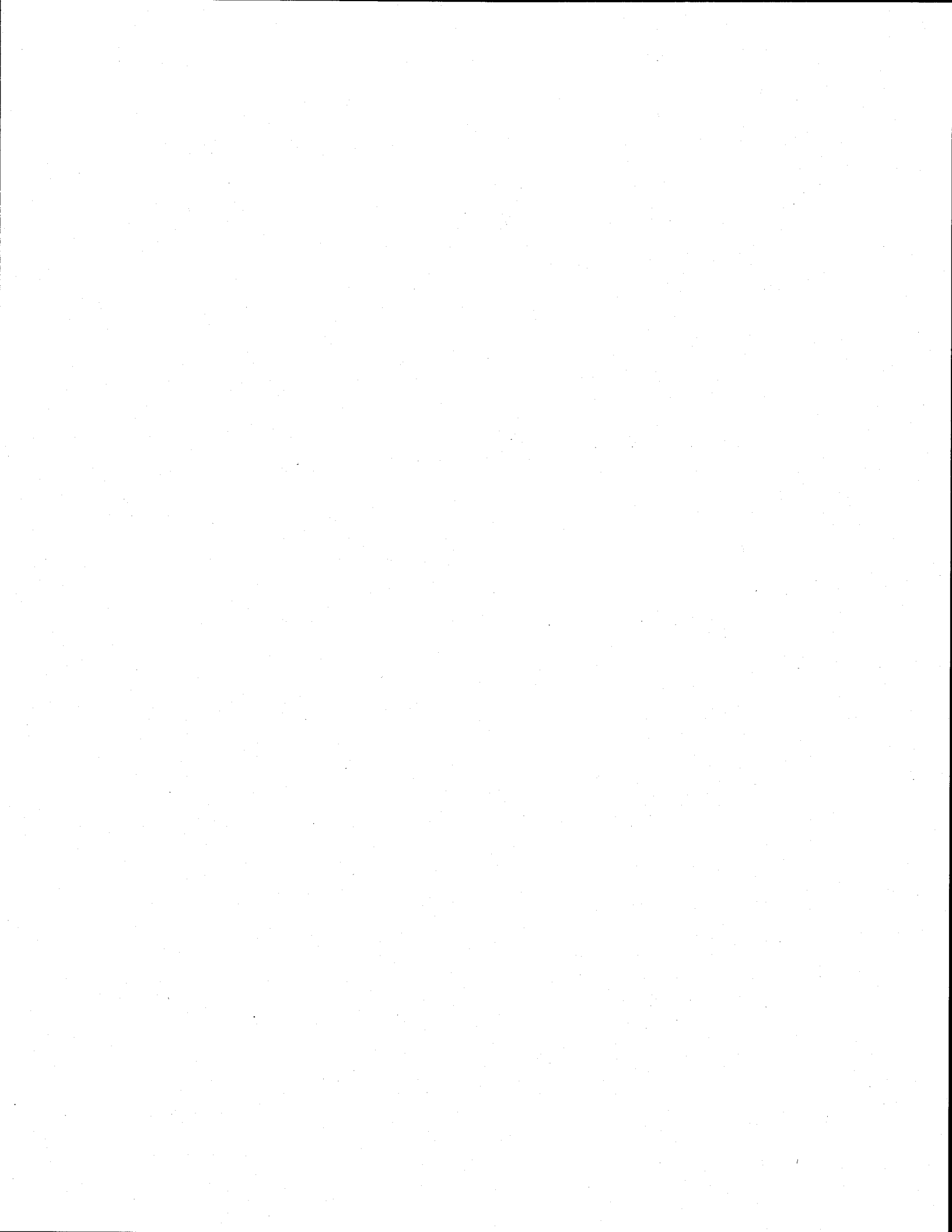
Attachment A contains the MOU which has been mutually agreed upon by the parties. The key points of this agreement are as follows:

- Term: July 1, 2012 – June 30, 2017
- Retirement
 - Tier II for new employees: Miscellaneous 2%@60; Safety 2%@50;
Based on 3 highest consecutive year average salary
 - Employee-Paid Pension Contributions
 - Miscellaneous
 - July 12, 2012 – 3% (total of 3%)
 - July 11, 2013 – 3% (total of 6%)
 - July 10, 2014 – 2% (total of 8%)
 - Safety
 - July 12, 2012 – 3% (total of 3%)
 - July 11, 2013 – 3% (total of 6%)
 - July 10, 2014 – 3% (total of 9%)
- Temporary Salary Freeze & 10% compensation reduction
 - Effective July 12, 2012, ending July 10, 2013, all merit increases will be frozen
 - Effective July 12, 2012, ending July 9, 2014:
 - Reduction in 401(a) contribution by \$25 per pay period
 - Reduction in VEBA contribution by \$100 per pay period
 - Reduction in Flexible Benefit by \$50 per pay period (x 48 pay periods)
 - Wage reduction of 3%
- Added Salary Steps and Cost of Living Increases (COLA)
 - Top Steps
 - Effective July 12, 2012, top step (2.71%) to be added at the top of the range for the job classifications under LEMU (excluded from the frozen merits provision above)
 - Effective July 11, 2013, top step (2.71%) to be added at the top of the range for the job classifications under LEMU
 - COLA's
 - Effective July 11, 2013, 2%
 - Effective July 10, 2014, 2%
 - Effective July 9, 2015, 3%
 - Effective July 7, 2016, 2%
 - Effective January 5, 2017, 2%
- Flexible Benefits
 - Effective November 12, 2015, a \$50 per month increase (\$25 per pay period) increase in Flexible Benefits
 - Effective the first pay period in November (November 10, 2016), a \$50 per month increase (\$25 per pay period) increase in Flexible Benefits
- Annual Leave/Vacation
 - Effective July 12, 2012, LEMU members will receive an additional 4 hours of vacation or annual leave per pay period
 - Effective July 12, 2012, LEMU members' vacation or annual leave banks maximum to be increased as follows:
 - Vacation – max increased to 850 hours
 - Annual Leave – max increased to 1800 hours



- Other
 - The parties agree that employees transferring, promoting or demoting from other bargaining units wherein the employee has already taken all or a portion of the 10% compensation reduction, shall be exempt from the 401(a), VEBA, flexible benefit and 3% wage temporary reductions.
 - The parties agree that for those members who have been employed for 15 years or more and that have sick leave accruals, that the sick leave accruals will be cashed out upon retirement at 100% up to 960 hours.
 - The parties agree that the Coroner Lieutenant position will remain an active job classification.
 - The parties agree that the Sheriff's Lieutenant assigned to the Special Enforcement Bureau (SEB) will receive SEB special assignment pay
 - The parties agree that LEMU members will no longer receive pay warrants or pay advices via US Mail and that the members will obtain their own pay advices via PeopleSoft's Self-Service function.

We recommend Board approval of the attached MOU.



ATTACHMENT A



2012 – 2017

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE RIVERSIDE COUNTY
LAW ENFORCEMENT MANAGEMENT UNIT

AND

COUNTY OF RIVERSIDE



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DEFINITIONS

Arbitration the step in the Grievance Process heard by an outside neutral third party (Arbitrator).

Anniversary date shall mean the date upon which a step advance in salary becomes effective under the provisions of this Memorandum of Understanding.

Continuous Service, 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.

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

Discrimination Complaint filed by an employee alleging illegal discrimination based on race, color, religion, medical condition, disability, sex, national origin, ancestry, age, physical disability, mental disability, marital status, pregnancy, sexual orientation, transgender, or other protected classes as designated from time to time by appropriate legislative authorities.

Employees the terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to employees employed by the County in those classifications heretofore or hereafter included in the Law Enforcement Management Unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside (Res. No. 99-379).

Full-Time Non-Exempt Employee 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. Non-exempt employees are hourly employees subject to FLSA regulations regarding compensation and overtime.

Full-Time Exempt Employee shall mean employees who are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. Such employees are customarily referred to as "salaried" employees. The department head shall regulate said work periods based on the needs of the department with due regard to maintaining reasonable and equitable work periods for all employees.

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

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 person.

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

Probationary Employee means a regular or seasonal employee who has not completed the initial probationary period as designated in this Agreement, in a paid status in a position following initial employment. Probationary employee also means a regular or seasonal employee who has not completed the required probationary period as designated in this Agreement, 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 to a position of a different class allocated to a higher range 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.

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.

Regular Position means a position established by County Ordinance No. 440 on an ongoing basis, as distinct from a seasonal or temporary position. Regular employee means a holder of a regular position.

Seasonal Employees 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.

Temporary Employee means 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 to a position of a different class allocated to the same range in the same department, or to a position of the same class, or a different class allocated to the same range, in a different department.

Working Day means each day on which an employee performs a normal working shift, and including holidays as specified herein which fall on days of a normal working shift.

GENERAL SUMMARY OF BENEFITS
Law Enforcement Management Unit

This is a Summary of the Benefits pertaining to the Law Enforcement Management Unit. Details pertaining to these benefits can be found in the individual Articles of this Memorandum of Understanding between Riverside County and the Riverside County Law Enforcement Management Unit (LEMU). Should any conflict arise between this summary and the Articles, the Articles shall take precedence.

MEDICAL INSURANCE: See Article XIX, Section 6. Must be enrolled in a County Health Insurance to receive flexible contribution. Dental insurance is also available for purchase. Regular part-time employees who work 20-29 hours receive 1/2 flex benefits and 30-39 hours receive 3/4 flex benefits.

OPTICAL INSURANCE: Coverage for employee and dependents paid for by County through Vision Service Plan.

RETIREEES: Receive \$128.00 per month paid by the County.

VACATION ANNUALLY: 0-3 years: 80 hours cumulative to 320 hours; 4-9 years: 120 hours cumulative to 480 hours; over 9 years: 160 hours cumulative to 850 hours.

HOLIDAYS: Normally 12 per year.

HOLIDAYS WORKED: An employee who is regularly scheduled to work on a paid holiday, and who works on that holiday, shall be paid at his/her regular rate for the time actually worked and is entitled to not more than eight hours of compensation at the rate of one and one half (1 ½) times the employee's regular rate of pay.

RETIREMENT: See Article VII General Personnel Provisions, Section 3. Retirement

P.O.S.T. CERTIFICATE: See Article V, Section 3(C)

OVERTIME: Overtime worked is compensated by crediting the employee with compensatory time off (CTO) at the rate of one and one-half times the actual overtime hours worked. The employee may arrange or be scheduled to take time off. At the end of each pay period in which overtime is earned, the employee may elect to be paid for all CTO or may accumulate up to 120 hours. Overtime credit exceeding 120 hours will be paid automatically. This provision applies to FLSA non-exempt employees covered under the provisions of this Memorandum.

CALL BACK PAY: Sheriff's Sergeants, Correctional Sergeants and Coroner

Sergeants who are called back to attend Court in relation to a matter arising from their employment relationship with the County of Riverside at a time when they are otherwise off duty, shall receive a minimum compensation of four (4) hours compensation at the appropriate overtime rate.

**DEFERRED
COMPENSATION**

Sec. 457 and Sec. 401(a) plans available to employees through Nationwide Retirement Solutions and Variable Annuity Life Insurance Company (VALIC). Sec. 457 plan is employee contributions only. Employees may make bi-weekly contributions not to exceed the maximum annual allowable amount by law. The 401(a) plan is employer contributions only.

UNIFORMS:

See Article VII, Section 10

SICK LEAVE ACCRUAL:

Four (4) hours per pay period with unlimited accumulation. This provision applies to Sheriff Sergeants, Correctional Sergeants and Coroner Sergeants.

SICK LEAVE PAYOFF:

Payoff fifty percent (50%) of accumulated balance to maximum of nine hundred and sixty (960) hours of pay upon service retirement, disability retirement, or death after a minimum of five (5) years service up to fifteen (15) years of service. Payoff one hundred percent (100%) of accumulated balance to maximum of nine hundred and sixty (960) hours of pay upon service retirement, disability retirement, or death after fifteen (15) years of service.

WORKERS' COMP.

Workers' Compensation benefits are provided in accordance with the California Labor Code 4850. Safety retirement members receive up to one year of full salary, then use accrued leave time thereafter to make up the difference between temporary disability and full salary.

**LONG-TERM
DISABILITY:**

Covered under the County's Long-Term Disability Plan. The plan may pay 66.67% of earnings to a maximum of \$10,000.00 per month after a 60 day waiting period. Benefits are payable until age 65 or as otherwise stated per the PLAN document.

LIFE INSURANCE:

\$50,000 policy for employees is paid by County. Supplemental coverage available at employee's expense.

ARTICLE I
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 Law Enforcement Management Unit (hereinafter referred to as LEMU) as the Exclusive Employee Organization for employees in the representation unit described under Article 2, Recognition. This MOU is in effect from July 1, 2012, through June 30, 2017.

Section 2. SUCCESSOR AGREEMENT

In the event LEMU desires to negotiate a successor MOU, LEMU shall serve on the County, during the period of 150 days to 120 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 LEMU shall, within thirty (30) days, present proposals. Negotiations shall begin within thirty (30) days after receipt of LEMU'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 II
RECOGNITION AND WAGES

Section 1. REGONITION

- A. This MOU shall apply only to persons employed as Regular full-time or Regular part-time employees in the following classifications:

| CLASS CODE | CLASS TITLE |
|------------|-------------------------|
| 37611 | Sheriff's Sergeant |
| 37612 | Sheriff's Sergeant A |
| 37613 | Sheriff's Sergeant B |
| 37614 | Sheriff's Lieutenant |
| 37615 | Sheriff's Lieutenant A |
| 37616 | Sheriff's Lieutenant B |
| 37617 | Sheriff's Captain |
| 37618 | Sheriff's Captain A |
| 37619 | Sheriff's Captain B |
| 52213 | Correctional Sergeant |
| 52214 | Correctional Lieutenant |
| 37517 | Coroner's Lieutenant B |
| 37503 | Coroner Sergeant |
| 37514 | Coroner Sergeant A |

37515 Coroner Sergeant B

37667 D.A. Bureau Commander
37668 D.A. Bureau Commander (A)
37669 D.A. Bureau Commander (B)

- B. Any employee who became a member of the Unit of Representation covered by this MOU after having experienced all or a portion of the ten percent (10%) temporary compensation reduction requirement that applied to individuals situated in the employee's previous Unit of Representation, or any employee who subsequently becomes a member of the Unit of Representation covered by this MOU after having experienced all or a portion of that ten percent (10%) temporary compensation reduction shall be exempt from all portions of the temporary, two-year compensation reduction set forth in Section 2A of this Article and Sections 6J, 11 and 12 of Article XIX.
- C. Any employee who is hired on or after July 1, 2012, shall be subject to all of the remaining portions of the temporary, two-year compensation reductions set forth in Section 2A of this Article and Sections 6J, 11 and 12 of Article XIX.

Section 2. WAGES

- A. Except as provided in Section 1B of this Article, effective the pay period beginning July 12, 2012, the classifications covered under this agreement shall receive a three percent (3.0%) wage reduction to their base salaries. This wage reduction shall expire effective July 9, 2014.
- B. Effective July 12, 2012, there shall be one (1) step added to the top of the salary range for all classifications covered by this MOU. Employees who have been at the top of the salary range for one (1) year or more at the time the steps are added shall immediately move to the new top of the range. Employees who are not at the top of the range shall advance to the new top of the range in accordance with Article VI Pay Practices.
- C. Effective the pay period beginning July 11, 2013, the classifications covered under this MOU shall receive a two percent (2.0%) wage increase to their base salaries.
- D. Effective July 11, 2013, there shall be one (1) step added to the top of the salary range for all classifications covered by this MOU. Employees who have been at the top of the salary range for one (1) year or more at the time the steps are added shall immediately move to the new top of the range. Employees who are not at the top of the range shall advance to the new top of the range in accordance with Article VI Pay Practices.
- E. Effective the pay period beginning July 10, 2014, the classifications covered under this MOU shall receive a two percent (2.0%) wage increase to their base salaries.
- F. Effective the pay period beginning July 9, 2015, the classifications covered under this MOU shall receive a three percent (3.0%) wage increase to their base salaries.

- G. Effective the pay period beginning July 7, 2016, the classifications covered under this MOU shall receive a two percent (2.0%) wage increase to their base salaries.
- H. Effective the pay period beginning January 5, 2017, the classifications covered under this MOU shall receive a two percent (2.0%) wage increase to their base salaries.

ARTICLE III
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 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 finds it necessary to make such changes, it shall notify LEMU 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 LEMU requests to negotiate with Management, 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 to make necessary changes required during emergencies. However, Management shall notify LEMU of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

Where Management 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 County's Board of Supervisors.

ARTICLE IV
ERRORS AND OMISSIONS

It is the intention of both the County of Riverside and the Law Enforcement Management Unit (LEMU) that the consolidated MOUs which the parties have initialed, be complete and free from errors. However, if either party discovers errors or omissions that can be substantiated by MOU, Letters of Agreement, Resolution and/or Ordinance language, it is agreed that such inaccuracies will be corrected.

ARTICLE V
WORKWEEK, OVERTIME, AND PREMIUM PAY

Section 1. WORKWEEK

- A. Work-Schedule. The normal work schedule for non-exempt FLSA employees shall be 10 working days of 8 hours each coinciding with the fourteen day FLSA work period and the County's 14 day pay period. Management (exempt) employees are not governed by the customary eighty (80) regular hours per work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The department head shall regulate said work periods based on the needs of the County with due regard to maintaining reasonable and equitable work periods for all employees. A Department Head, with prior approval of the County Executive Officer and the Human Resources Director, may establish or eliminate a different biweekly work period of 80 hours after giving a one pay period written notice to the representative, if any, of the employees affected.
- B. 12-Hour Alternate Work Schedule - Sheriff's Department.
1. The work schedule for any employee assigned to work a 12 hour shift, including those employees presently assigned to either 24 hour fixed post floor operation positions in the Corrections Division, shall consist of seven (7), twelve (12) hour work shifts during the designated 14 day bi-weekly work period. The Sheriff's Department has transitioned Correction's Division employees assigned to 24 hour "post positions" from the 4-10 schedule to this 7-12 schedule in a manner, and at times and locations, as determined by the Department. Such 12-hour shifts will be scheduled to work as follows: each employee on 12-hour shifts will work 3 days on - 4 days off, 4 days on - 3 days off to accomplish 84 scheduled hours per pay period. (NOTE: Fixed post floor operation positions are those assignments which require staffing 24 hours a day/7days a week).

In addition to the twelve hour shift schedule described above, LEMU agrees

that the Sheriff's Department may implement a work schedule for employees assigned to work 12 hour shifts that consists of six (6), twelve (12) and one (1), eight (8) hour work shifts during the designated 14 day bi-weekly work period when the Department determines such schedule is appropriate.

A FLSA non-exempt employee assigned to a 24 hour fixed post floor operation position in the Corrections Division shall be entitled to a thirty (30) minute lunch period. Such lunch period shall be exclusive of the twelve hours per shift described above and shall be without compensation.

2. Assignments to or from any shift assignment shall not be grievable, except that shift assignments made for disciplinary reasons are subject to review as part of the disciplinary procedure.

Section 2. OVERTIME

- A. Overtime Work Defined. For FLSA non-exempt employees, overtime work is authorized work in excess of 80 hours in a biweekly work period or, for employees assigned to work seven (7) twelve (12) hour shifts in a fourteen (14) day biweekly work period, overtime work is authorized work in excess of 84 hours during that work period. Overtime work is also work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or professional call duty status. It does not include regularly scheduled work on a paid holiday for which the employee is entitled to equal compensatory time off (Martin Luther King's Birthday).
- B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Department Head or a designated subordinate.
- C. 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 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, annual leave, 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 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 most recent full fiscal years, and thereafter until any official inquiry concerning the same has been finally concluded.

- D. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The Auditor shall maintain the record of overtime credit at one and one-half 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.

E. Compensation for Overtime Work. Any FLSA non-exempt member of the "Law Enforcement Management Unit" shall be entitled to overtime compensation in the following manner:

1. Any time worked, or deemed to have been worked because of a paid leave of absence, in excess of 80 hours in a 14 day designated biweekly work period (84 hours in a work period for employees assigned to work seven 12 hour shifts) shall be compensated at the rate of one and one-half times the employee's regular rate of pay, in compensatory time off.
2. At the expiration of each prescribed pay period, any such compensatory time off benefits that have not been utilized shall be paid to the employee by County Warrant or the employee may elect to accumulate compensatory time off benefits up to a maximum 120 hours. The accumulated compensatory time off benefits may only be utilized by mutual agreement of the employee and the Department Head or a designee.
3. Accumulated overtime credit in the "overtime bank" shall be retained until the "overtime bank" has been exhausted.
4. It is the intent of the Sheriff's Department to continue to request overtime for Lieutenants and Captains involved in emergency situations such as riots however the power is vested with the Board of Supervisors to declare a disaster in accordance with subsection H below.

F. 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 required period for probation or salary step advance. 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.

G. Overtime Provisions of the Fair Labor Standards Act. Employees in classifications which are not exempt from the Fair Labor Standards Act shall be compensated for overtime consistent with the Act. Such employees shall receive compensation for overtime worked under the foregoing County provisions when the hours worked are not considered overtime under the Act.

The following classes are deemed to be exempt from the Fair Labor Standards Act:

| | |
|-------------------------------|-----------------------------------|
| Correctional Lieutenant | All Sheriff's Lieutenant classes |
| All Sheriff's Captain classes | All Coroner's Lieutenant classes |
| Correctional Captain | All D.A. Bureau Commander classes |

H. 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 Agreement, the following provisions shall apply:

1. Any Officer, in order to perform the work of their department or a civil defense

function, may employ emergency employees without reference to the salary or classification plans at rates which 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 their current employees at hourly rates equivalent to their current compensation basis.
3. Any employee who reports to their regular or a 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 Agreement 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 paid overtime basis at the rate of one and one-half times the hourly rate equivalent to the employee's then current compensation basis for those employees set forth in Article II, Section 2 who are required to perform emergency services during a County-declared emergency. "Emergency Services" as used in this subsection, shall be such services as the Board of Supervisors finds to institute such, at the time it authorized the payment thereof.

Section 3. PREMIUM PAY

- A. Minimum Overtime on Call-Back. Except as hereinafter otherwise provided, an employee called back to work to meet an emergency on an overtime basis, whether or not they are in a standby duty status, shall receive minimum credit for one hours' work.
 - A.1. Standby Duty. Any Sergeant who supervises subordinate employees who receive standby duty pay and is responsible for calling out said subordinate employees, and when placed by the Department Head or designee specifically on standby duty, shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period. Said compensation shall be in addition to the Sergeant's regular salary entitlement, and said compensation shall cease when the Sergeant reports to work. Employees receiving standby duty do not receive the hourly special assignment pay rate for hours compensated as standby pay.
- B. Bilingual Pay. Scope: This policy covers all full time and part time employees who are assigned work on a regular and continuing basis that requires a second language to effectively meet the service demands of the County's customers.

Eligibility Factors: Eligibility requires use of a second language at least five times per week or once per day.

Skill Levels

Definitions of Skill Levels:

Level 1: Basic Oral Communication - Employees at this level perform bilingual translation

Level 2: Task Completion - Employees at this level perform bilingual translation as well as written translation.

Level 3: Written translation, and medical and legal interpretation - Employees at this level perform complex verbal and written translation.

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

Level 1: \$40 per pay period (50¢ per hour)

Level 2: \$60 per pay period (75¢ per hour)

Level 3: \$80 per pay period (\$1.00 per hour)

Testing Administration:

Oral and written examinations will be administered by the Human Resources Testing Center as follows:

Level 1: Basic oral/reading test

Level 2: Written

Level 3: Complex Level Written

Level 1: Administered by Human Resources Testing Center

Level 2: Administered by Human Resources Testing Center

Level 3: Administered by Human Resources Testing Center

Plan Implementation: The Bilingual Pay Program will be administered by Human Resources.

All current employees receiving bilingual pay will continue to receive the rate of pay they are receiving, as long as they continue in their current position. Qualified employees, whose positions are designated by Departmental Management as requiring/desiring bilingual skills, are encouraged to test for higher skill levels if required by the department.

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. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.

- C. P.O.S.T. Certificate Pay. Sheriff's Sergeants, Coroner Sergeants, Sheriff's Lieutenants, Coroner Lieutenants, or Sheriff's Captains who prove that they possess a valid Intermediate Certificate, but not 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 rate six percent (6%) higher than that specified for such position. If they prove that they possess a valid Advanced Certificate issued to them by said Commission, whether or not they possess the Intermediate Certificate, they shall be compensated at a rate-which is eleven percent (11%) higher than that specified for such position.

Effective June 3, 2010, Sheriff's Sergeants, Coroner Sergeants, Sheriff's Lieutenants, Coroner Lieutenants, or Sheriff's Captains who prove that they possess a valid Intermediate Certificate, but not 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 rate seven percent (7%) higher than that specified for such position. If they prove that they possess a valid Advanced Certificate issued to them by said Commission, whether or not they possess the Intermediate Certificate, they shall be compensated at a rate-which is twelve percent (12%) higher than that specified for such position.

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 position code number and class title shall be deemed to include positions occupied by incumbents possessing either of said certificates.

- D. Court Call Back Pay Sheriff's Sergeants, Correctional Sergeants or Coroner Sergeants who are called back to attend Court in relation to a matter arising from their employment relationship with the County of Riverside at a time when they are otherwise off duty, shall receive a minimum compensation of four (4) hours compensation at the appropriate overtime rate.
- E. Extra Duty Pay. If the Sheriff deems it necessary to provide supervision of other employees at an extra duty function, Sheriff's Sergeants, when available as extra duty employees, will be employed at one and one-half times their regular hourly rate. Lieutenants working as Sergeants shall be paid one and one-half times the hourly rate of a Sergeant B, step 9.

Sergeants and Lieutenants working as deputies in an extra duty capacity shall be paid at time and one-half the top step Investigator B rate.

- F. Special Assignments in Law Enforcement. A Sergeant who is assigned to one of the following assignments, who not only supervises subordinate sworn officers, but is also authorized and assigned to actively perform (as opposed to manage or supervise) the technical duties associated with the assignment shall receive an additional \$1.85 per hour, for time actually worked in the specialty assignment. This differential does not apply to vacation, sick leave, Workers' Compensation leave,

compensatory time off, court time or holiday pay. Removal from a specialty pay assignment is not a grievable issue under the Grievance Procedure unless it is alleged that the removal was a disciplinary or punitive action in which case the matter may be heard in the Disciplinary procedure. No employee shall be compensated for more than one of the following assignments:

| | |
|------------|----------------------------------|
| Lab. Team | Special Enforcement Bureau (SEB) |
| Motorcycle | Hazardous Device Team (HDT) |
| Aviation | Hostage Negotiation Team (HNT) |
| Dive Team | |

A Sheriff's Lieutenant who is assigned to SEB will receive the SEB special assignment pay as stated as above.

G. EXTRADITION PAY

Extradition Staff assigned to extradite prisoners to or from another jurisdiction shall be paid:

- a. for all hours spent with the prisoner in their custody;
- b. for waiting time, up to their regular daily hours of work, if upon arriving at the other jurisdiction at the assigned time for pick up of the prisoner they are required to wait for the release of the prisoner, provided that they first advise the Department of the delay and are instructed to wait, but in no event shall waiting time exceed their regular daily hours of work;
- c. with respect to travel without the prisoner in their custody to or from the other jurisdiction to either pick up the prisoner or to return to Riverside County after having delivered the prisoner:
 - i. for all travel time spent driving, provided that they are instructed to drive to pick up or deliver the prisoner, less normal commuting time and meal time;
 - ii. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and meal time; or
 - iii. during their regular working hours, even on an a day when the FLSA non-exempt employee is not scheduled to work, if the assignment involves an overnight stay and they travel as a passenger on an airplane, train, boat, bus, or automobile, less normal meal time. The FLSA non-exempt employee shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
- d. at applicable overtime rates in the event that the extradition assignment

causes them to exceed their maximum number of hours of work on a daily basis or in the two week pay period.

- H. EDUCATION INCENTIVE: Bachelor Degree – Effective July 3, 2008, (to be processed the first pay period following Board of Supervisors approval) any employee who possesses or earns a bachelor's degree from an accredited university or college shall be advanced 2.5% on his/her existing wage scale upon presentation of proof that the employee holds such degree.

Masters Degree – Effective July 3, 2008, any employee who possesses or earns a masters degree from an accredited university or college shall be advanced an additional 2.5% (for a total of 5%) on his/her existing wage scale upon presentation of proof that the employee holds such degree.

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

ARTICLE VI PAY PRACTICES

Special Provision: Except as provided in Article II, Sections 2B and D, for the period between July 12, 2012 and July 10, 2013, the provisions of this section shall be suspended. As a result, during that time period no employee shall receive a step/merit increase to which he or she otherwise would have been entitled. The provisions of this Section shall be restored effective July 11, 2013.

Section 1. STEP ADVANCE

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

The first anniversary date shall be the first day of the pay period following the completion of 6 months in a paid status in the position not including overtime, as the result an initial appointment, a promotion or reclassification which involved a salary increase. Re-employment at a rate other than that of the first step of a range shall not be considered an original appointment for purpose of fixing the anniversary date.

In such cases the anniversary date shall be the first day of the pay period following one (1) year in a paid status, not including overtime, after such re-employment unless otherwise specified in the resolution of the Board of Supervisors.

The second anniversary date shall be the first day of the pay period following the completion of an additional one (1) year in a paid status, not including overtime, and

subsequent anniversary dates shall occur at like intervals. The provisions of this section shall be subject to other specific provisions of this ordinance concerning change of anniversary dates.

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

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

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

Section 2. REEMPLOYMENT

- A. Upon recommendation of the employing Officer and approval of the Human Resources Director a former regular employee may be re-employed in the same class or position which they previously occupied, at the same step of the salary range as the step applicable at the time of termination, provided the individual was terminated in good standing.
- B. Reemployment after military service shall conform to the requirements of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act (USERRA), but in other respects shall be in accordance with this agreement.
- C. Whenever a former regular employee is or has been re-employed within three months after termination they may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive

Officer, be allowed accrued sick leave and accrued time toward earned vacation and annual leave not exceeding the amount thereof which was lost at the time of termination, and the anniversary date for step advance may be expressly fixed, subject to other provisions of this agreement relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of service prior to said termination.

- D. Reemployment of Retired Persons. An employee who is retired under the Public Employees Retirement Law and who is receiving retirement benefits shall not be employed or reemployed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the State Employees Retirement Act for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or reemployment for up to 120 working days or 960 hours in any calendar year, without loss of benefits, as specified in the Public Employees Retirement Law. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. These appointments shall not exceed a total for all employers of 960 hours in any fiscal year. During the employment or reemployment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

When a retiree under the State Employees Retirement Act is employed or re-employed, the retirement status must be specified in the documentation of appointment to a permanent or temporary position.

Section 3. PROMOTION

On promotion, the salary shall be at a rate on the new salary range which is approximately 5.5% higher, or immediately greater than 5.5% higher, than that paid on the grade for the former position where the new grade is able to accommodate the increase. Approximately 5.5% shall mean within 10 cents per hour of 5.5%. The effective date of all promotions shall coincide with the first day of the pay period. The anniversary date shall be determined as if the date of promotion were the date of employment. If an LEMU member, or employee promoted into a class represented by LEMU bypasses one or more ranks as a result of promotion, the Sheriff may request appointment to the new rank at an advanced pay step. The advanced step placement process requires prior approval of the Human Resources Director and the County Executive Officer. The intent of this agreement is to allow the Sheriff to request that the employee be granted a pay step consistent with that which would have been received by a similarly promoted employee who had reached journey level in the next lower rank prior to promotion.

Section 4. TRANSFER

On transfer, the salary shall be the same as that paid previously. The anniversary date shall not change.

Section 5. DEMOTION

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

Section 6. RECLASSIFICATION

- A. The salary of an incumbent of a position reclassified to a class on the same salary range shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary range shall be at a rate on the new salary range which is approximately 5.5% higher, or immediately greater than 5.5% higher, than that paid on the grade for the former position where the new grade is able to accommodate the increase. Approximately 5.5% shall mean within 10 cents per hour of 5.5%.

The anniversary date shall be determined in accordance with section 1B of this Article, except that the first anniversary date shall be the first day of the pay period following the completion of 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 1 year in a paid status.

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

Section 7. TEMPORARY PROMOTION

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

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

regular position shall be allowed.

Section 8. CLASSIFICATION PROCEDURE

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

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

As part of the responsibility, and within the limits of Human Resources Classification Division staff resources, the following procedure will apply to employees of Law Enforcement Management Unit:

If a Department Head has twice refused to refer to the Human Resources Department an employee's written request for a classification review of their specific position, the employee may prepare a written request for a classification review to LEMU. LEMU may refer such written request to the Human Resources Director.

The Human Resources Director shall take one of the following actions: (1) Refer the request to the Classification Division for study; or (2) Return the request to LEMU with an explanation for non-action.

Note: Requests referred to the Classification Division are subject to the same discretionary judgments regarding priority as other requests.

Section 9. CONFORMANCE TO PLAN

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

ARTICLE VII
GENERAL PERSONNEL PROVISIONS

Section 1. PROBATION

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

Computation of the initial probationary period in a paid status does not include overtime, standby, on-call or military leave of absence. A regular or seasonal employee who has not completed the initial probationary period, or a temporary employee, serves at the pleasure of the department head and may be released from employment without cause. These employees are not entitled to the review procedure provided for in this MOU.

- B. Length of Initial Probation. The length of the initial probationary period for all classifications within this representation unit is eighteen months (provided the employee has completed an approved academy – for those who have not it shall be one year following successful completion of the Sheriff's academy).
- C. Extension of Initial Probation. The initial probationary period of an employee may be extended by the employing Department Head with the approval of the Human Resources Director. Extensions of an initial probationary period are discouraged and must be approved by the Human Resources Director or a designee in writing at least 80 hours before the end of the existing initial probationary period. Approval is made on a case-by-case basis and only for rare and extenuating circumstances.
- D. Initial Probationary Period Affected by Change in Class. An employee who has not completed the initial probationary period, and who promotes or transfers to another class, will continue to serve initial probation for twelve months following the change.
- E. Probation of Permanent Employees following Change in Class or lateral Transfer. During the first six months of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the Department Head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in class, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.
- F. Employment of Relatives. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; provided, however, in no instance, shall a County officer or employee execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion, or work assignments) specifically pertaining to another County employee who is related within the first degree of consanguinity whether by blood, marriage, or domestic partnership (registered with the Secretary of State and providing a Declaration of Domestic Partnership). Whether by blood, marriage, or domestic partnership shall mean spouse, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

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

Section 2. PROMOTIONS

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

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

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

Section 3. RETIREMENT

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

1. County Payment of Member Contributions.

- a. Effective July 12, 2012, the amount of Employer Paid Member Contributions (EPMC) paid by the County shall be six percent (6%) of compensation earnable in accordance with California Government Code Section 20691 (Employer Payment of Member Contributions). Each employee will pay the remaining portion of the required member contribution equal to three percent (3%) of compensation earnable. The value of the EPMC shall be reported to CalPERS as compensation earnable in accordance with California Government Code Section 20636(C)(4).
- b. Effective July 11, 2013, the amount of the EMPC paid by the County shall be three percent (3%) of compensation earnable, which contribution shall be reported to CalPERS as compensation earnable pursuant to California Government Code Section 20636(C)(4). Each employee will pay the remaining portion of the required member contribution equal to six percent (6%) of compensation earnable.
- c. Effective July 10, 2014, the County shall no longer pay any portion of the required member contribution and, as a result, represented

employees shall pay the entire required member contribution equal to nine percent (9%) of compensation earnable.

- d. Any Safety employee that transfers, promotes or demotes from another County bargaining unit already paying all or a portion of the EPMC, will pay the required member contribution percentage based upon the phased in schedule as stated in subsections a. through c. above.
- e. Any Safety employee who is hired on or after July 1, 2012, shall pay the entire member contribution for the duration of employment.

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

- a. 3% @ 50. The percentage of final compensation to be provided for each year of credited service for Safety members who are hired or have entered Safety membership prior to the implementation of a CalPERS contract amendment which creates a second tier retirement formula, shall be determined in accordance with the 3% at age 50 retirement formula as set forth in Government Code 21362.2 (3% at Age 50 Benefit Formula).
- b. 2% @ 50 Second Tier Retirement. At such time that the County's Board of Supervisors executes a CalPERS permissible contract amendment the percentage of final compensation to be provided for each year of credited service for safety employees hired, or who first become safety members on or after the date of implementation shall be determined in accordance with Section 21362 of the Public Employees Retirement Law (2% at age 50).

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

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

1. County Payment of Member Contributions

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

CalPERS as compensation earnable in accordance with California Government Code Section 20636(C)(4).

- b. Effective July 11, 2013, the amount of the EMPC paid by the County shall be two percent (2%) of compensation earnable, which contribution shall be reported to CalPERS as compensation earnable pursuant to California Government Code Section 20636(C)(4). Each employee will pay the remaining portion of the required member contribution equal to six percent (6%) of compensation earnable.
 - c. Effective July 10, 2014, the County shall no longer pay any portion of the required member contribution and, as a result, represented employees shall pay the entire required member contribution equal to eight percent (8%) of compensation earnable.
 - d. Any Miscellaneous employee that transfers, promotes or demotes from another County bargaining unit already paying all or a portion of the EPMC, will pay the required member contribution percentage based upon the phased in schedule as stated in subsections a. through c. above.
 - e. Any Miscellaneous employee who is hired on or after July 1, 2012, shall pay the entire member contribution for the duration of employment.
2. Retirement Calculations. The percentage of final compensation to be provided for each year of credited service for Miscellaneous members covered by this MOU shall be determined as follows:
- a. 3% @ 60 - The percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous members LEMU who are hired or have entered Miscellaneous membership prior to the implementation of a CalPERS contract amendment for a second tier retirement formula, shall be determined in accordance with 3% at age 60 retirement formula set forth in Government Code Section 21354.3 (3% at Age 60 Benefit Formula – Local Miscellaneous Member) subject to the reduction provided therein for Federal Social Security (3% at age 60 Modified and Full).
 - b. 2% @ 60 Second Tier Retirement. At such time that the County's Board of Supervisors executes a CalPERS permissible contract amendment the percentage of final compensation to be provided for each year of credited service for miscellaneous employees hired, or who first become miscellaneous members on or after the date of implementation shall be determined in accordance with Section 21353 of the Public Employees Retirement Law (2% at age 60).
- C. All Members. The following provisions are applicable to both Safety and Miscellaneous employees covered under the provisions of this MOU:

1. Single Highest Year. The provision of Section 20042 of the California Government Code (Final Compensation -Single Highest Year) shall only apply to members who are hired or have entered membership prior to the implementation of a CalPERS contract amendment covering future hires which provides a different final compensation period.
2. Three (3) Highest Year Average. At such time that the County Board of Supervisors executes a CalPERS permissible contract amendment, the provisions of Section 20037 of the Public Employees' Retirement Law (three (3) consecutive year period selected by the member) will be implemented for employees who are hired on or after the date of implementation of the CalPERS contract amendment.

Section 4. ELECTRONIC DEPOSIT OF PAYROLL FUNDS

Employees shall be required to receive payroll funds by electronic deposit. Employees shall receive a Statement of Earnings (pay stub) through an electronic pay advice system. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs.

Section 5. NON-SMOKING POLICY

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

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

The County may designate up to 100% of its unassigned vehicle fleet as no smoking areas.

In the remainder of the County fleet, if a non-smoker objects to smoking the no smoking rule will apply. Assigned vehicles are smoking or non-smoking at the discretion of assignee.

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

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

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

Section 6. SCHEDULED WORK AND VACATION CHANGE NOTICE

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

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

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

Section 7. VETERANS' PREFERENCE

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

Section 8. MILEAGE REIMBURSEMENT

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

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

- A. Complete County of Riverside "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form, authorizing the employee to use his/her personal vehicle which must be approved by the Department Head.
- B. Insure the vehicle in minimum limits required by the State of California. In addition, employees must have their policies of insurance endorsed to reflect business use. Such insurance must be maintained at all times while employed in a position where it is required or may be required to use a personal vehicle while in the course and

scope of employment. In the event of an incident or accident, the County does not assume responsibility for any physical damage to an employee's personal vehicle.

- C. Provide a copy of a valid driver license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

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

Section 9. PERSONNEL FILES

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

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

Section 10. UNIFORMS

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

Section 11. COUNTY PROVIDED LIFE INSURANCE

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

ARTICLE VIII LEAVE PROVISIONS

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

Section 1. SICK LEAVE

- A. Every regular employee and officer shall accrue sick leave with pay on a daily basis and computed at the rate of four (4) hours per pay period, allowable upon certificate of a physician or other proof of illness satisfactory to the Department Head. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care and care of the family. Family sick leave is defined to mean the employee's spouse, child, parent, brother, or sister (including step-relatives of the same categories), domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), and child of a domestic partner. Family shall

also include grandparents and/or grandchildren if the employee is the primary care giver for such.

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

| <u>Years</u> | <u>Percent</u> | <u>Cap</u> |
|--------------------------------|----------------|------------|
| 5 years or more up to 15 years | 50% | 960 hours |
| 15 years or more | 100% | 960 hours |

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

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

D. Proof of Illness:

1. When in the judgment of the department head good reason exists for believing an employee may be abusing sick leave or annual leave, the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave or annual leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the department head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.
 - a) Employees on a medical certification program shall have their sick leave or annual leave usage reviewed at least annually. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence.
2. An employee off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a

comprehensive health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements.

Section 2. BEREAVEMENT LEAVE

Accrued sick leave, not exceeding five (5) working days may be used by a regular employee or officer, or seasonal employee in an active payroll status, compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child, child of a domestic partner, grandparent, grandchild, or step-relationships of the same categories. The County has the right to require proper documentation in support of the requested leave.

Section 3. FITNESS FOR DUTY

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

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

When the Department Head or designee orders an employee off work due to an asserted illness, the employee shall be evaluated by a physician, or other person legally authorized to provide health care services, ("health care provider"), in the specialty designated by the County Employee Health Medical Director, to determine if the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.

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

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

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

Section 4. LEAVE WITHOUT PAY/OFFICIAL LEAVE OF ABSENCE

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

- A. Agency/Department Leave. Agency/Department leave of absence up to 480 hours (twelve weeks) in any one calendar year period may be granted to any employee by the Agency/Department Head. Such leave shall be reported as a leave of absence via the Agency/Department's payroll. The Agency/Department Head may require the leave of absence to be for a specified period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation or other evidence substantiating the leave as required by the Agency/Department Head.

An employee on leave without pay for illness or disability reasons will be required to present a return-to-work statement from the attending health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act and the Fair Employment and Housing Act, or a County designed temporary modified duty and/or return to work program.

- B. Official leave of absence. A Regular employee may request an Official leave of absence exceeding 480 hours, but not exceeding one year (2,080 hours). Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the Department Head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources Department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the Agency/Department, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient

medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

Nothing herein shall prevent the earlier return to duty by the employee, except the Agency/Department may require two weeks advance notice of the employee's intention to return.

An employee on leave without pay for illness or disability reasons will be required to present a return to work statement from the attending health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act and the Fair Employment and Housing Act, or a County designed temporary modified duty and/or return to work program.

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

Section 5. MILITARY LEAVE

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

Section 6. JURY DUTY

Any employee who shall be summoned for attendance to any court for jury duty during normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury. A temporary employee shall be entitled to retain jury fees, since they may not be paid as an employee for time not actually worked as such employee. Any employee who shall be called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if he/she uses County transportation. Any employee designated non-exempt from F.L.S.A. absent as a witness in a private matter shall not be entitled to be paid during such absence.

Section 7. AIR POLLUTION EMERGENCY

An employee unable to work on a regularly scheduled work day due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless they choose to use accumulated overtime credit, sick leave credit, vacation credit or holiday leave credit for the period of time off work due to the emergency.

Section 8. VOLUNTARY TIME BANK

- A. Definition of eligible employees. Only employees in budgeted ("Regular") positions within the Law Enforcement Management Unit are eligible to participate in the Riverside County Voluntary Time-bank Policy.
- B. Definition of catastrophic illness or injury. Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for a minimum of 14 or more consecutive days which creates a financial hardship because the employee has exhausted all accumulated leave. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (i.e., the spouse, registered domestic partner, son, daughter, step-son, step-daughter, foster-son, foster-daughter, child of a registered domestic partner, parents, grandparents, brother or sister of the employee) that results in the employee being required to take time off from work for an extended period to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave.
- C. Conditions and procedures under which a Time-bank for catastrophic illness/injury may be established.
1. Only the Department Head, upon concurrence from the Human Resources Director, may request establishment of a Time-bank for an employee within the department who is suffering a financial hardship due to a catastrophic illness or injury.
 2. When the Department Head has determined that an employee would benefit from the establishment of a Time-bank, the Department Head will contact the employee to determine if the employee desires to participate in a Time-bank program. If the employee desires to participate in the Time-bank program, the Department Head will contact the Human Resources Department and recommend the establishment of the program.
 3. The Time-bank will be established on behalf of an individual employee, provided the employee's condition qualifies as catastrophic per established Time Bank guidelines. The bank will accept donations of leave from one or more donors.
 4. The Time-bank will be operated by the Department. The Department Head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-bank are kept confidential and that employees are not pressured to participate.
 5. On establishing a Time-bank program, the Human Resources Department should ensure that only credits that are necessary are donated. All donations that have been transferred to the Time Bank recipient are irreversible. Unprocessed donation forms are returned to the donor.
- D. Conditions under which leave credits may be donated to a Time-bank.

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

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

1. Only the employee for which the Time-bank has been established may receive leave credits from the Time-bank. Such leave credits shall be added to the employee's vacation balance.
2. The affected employees will provide verification of the (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave.
3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.

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

1. Receipt of written approval from the employee to announce the need for a Time-bank transfer.
2. Notify the Human Resources Department of the need for the program and coordinate the program's establishment.
3. Require that employee donations be made directly to the Human Resources

Department to ensure that employee's decision to donate or not donate is kept confidential.

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

G. The Human Resources Department will:

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

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

Section 9. PREGNANCY LEAVE

A pregnant employee shall not later than the sixth month of her term of pregnancy furnish her department with a signed physician's certificate specifying the anticipated date of delivery. If the employee wishes to work past the end of her seventh month of pregnancy, she shall furnish her department with a signed physician's certificate stating that she is physically able to continue working through a specified date prior to delivery.

If the employee wishes to return to work sooner than one calendar month after delivery, she shall furnish her department with a signed physician's certificate stating that she is physically able to perform the duties of her position.

Section 10. RELEASE TIME FOR REPRESENTATIVES

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

ARTICLE IX
VACATION

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

Section 1. VACATION

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

Zero through 3 years in a payroll status, 80 hours cumulative to 320 hours;

Years 4 through 9 in a payroll status, 120 hours cumulative to 480 hours;

Years 10 or more 160 hours cumulative to 850 hours.

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

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

- B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this agreement. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.
- C. Seasonal and temporary employees shall not be entitled to paid vacation.
- D. No person shall be permitted to work for compensation for the County during their vacation, except with prior approval of the Board of Supervisors and the Department Head.
- E. A regular part-time employee shall accrue vacation in the same proportion that their

working hours bear to the normal working hours of a full-time position. The same proportion shall apply in determining payment of earned vacation on termination.

- F. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this Agreement, may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE X
ANNUAL LEAVE

Section 1. Annual Leave

- A. All regular full-time and regular part-time Coroner's Lieutenants, Correctional Lieutenants, Lieutenants, Captains and Correctional Captains shall neither accrue vacation and sick leave. They shall, instead, earn Annual Leave according to each biweekly pay period of service commencing with the employee's initial anniversary date assigned to an employee during his/her latest period of County employment according to the following schedule. Absence or time not worked and part-time employment shall cause said pay period's accrual of Annual Leave credits to be reduced on a pro-rata basis.

- B. Accrual Rates:

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

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

- C. Vacation/Sick Leave Conversion: Also, effective July 1, 2003, accrued vacation banks (including extra vacation) and up to 50% of accrued sick leave banks, not to exceed a maximum of 960 hours, for all current Coroner's Lieutenants, Correctional Lieutenants, Lieutenants or Captains shall be converted to Annual Leave on an hour-for-hour basis provided, however, that the maximum combined total of converted sick leave and vacation hours shall not exceed 1,200. Any Correctional Lieutenant, Lieutenant, or Captain who subsequently transfers or promotes into a classification covered under the provisions of this agreement shall have his/her accrued vacation balance similarly converted to Annual at the time of such transfer/promotion.

- D. Annual Usage: During the first twenty-six (26) pay periods of employment,

employees shall be encouraged to use no less than forty (40) hours of Annual Leave and, thereafter, employees shall be encouraged to use no less than eighty (80) hours of Annual Leave in each succeeding twenty-six (26) pay periods of employment. While on Annual Leave, an employee shall be compensated and receive benefits at the same rate as if he were on the job. Unless prior approval is granted by the Chief Executive Officer, Annual Leave shall not be used for the purpose of extending employment prior to retirement under CALPERS.

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

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

It is the mutual responsibility of the employee and the agency/department head to assure that no employee shall exceed said maximum accrual.

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

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

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

Resources Director and shall be at County expense.

- H. Sections G2 and G3 shall also apply to the use of existing sick leave accruals.
- I. Annual Leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the agency/department head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the agency/department head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.
- J. Payoff Upon Retirement or Termination: Any regular employee who terminates or is terminated shall be paid for all accrued Annual Leave at the same rate as that received on the last day worked or last day of approved leave with pay.
- K. Prior Sick Leave Accruals:
 - 1. Effective July 1, 2003, current sick leave balances shall be frozen provided, however, that up to 50% (1/2) of the sick leave balances for employees covered under the terms and conditions of this Resolution shall be converted to Annual Leave pursuant to the provisions of Section 1(C). The remaining sick leave hours may be used until the sick leave is exhausted or, upon retirement, disability retirement, or death of the employee, it may be paid as provided under the provisions of subsection L below.
- L. Payout for Unused Sick Leave Upon service retirement, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for at the rate of fifty percent (50%) of the current salary value thereof for each such person who has had five full years of service in a payroll status provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.
- M. Prohibition Against Employment While on Annual Leave: No person shall be permitted to work for compensation for the County while on Annual Leave without prior approval of the Board of Supervisors and his/her agency/department head.

ARTICLE XI
HOLIDAYS

Section 1. Paid Holidays

A. Only regular and probationary and seasonal employees in a current paid status shall be eligible for paid holidays.

B. County Holidays

January 1, New Year's Day

Third Monday in January, Martin Luther King, Jr.

February 12, Lincoln's Birthday

Third Monday in February, Washington's Birthday

Last Monday in May, Memorial Day

July 4, Independence Day

First Monday in September, Labor Day

Second Monday in October, Columbus Day

November 11, Veterans' Day

Fourth Thursday in November, Thanksgiving Day

(unless otherwise appointed)

Friday following Thanksgiving

December 24 and 31 when they fall on Monday

December 25, Christmas Day

December 26 and January 2, when they fall on a Friday

Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following when such date falls on a Sunday.

C. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.

E. An employee who is on a leave of absence without pay for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for that holiday.

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

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

An employee with accumulated holiday credit may, and if requested by the

Department Head shall, within seven (7) days specify the dates of at least three (3) working days during the next two (2) succeeding pay periods that the employee desires to take as holiday compensatory time off. The Department Head may authorize compensatory holiday time off for all or any portion of the dates specified, but shall authorize at least one of the three (3); provided however, that if in the Department Head's judgment, such day or days will create a demonstrable hardship to the department; in that event, the employee, within seven (7) days after notification by the Department Head, shall specify three (3) other working days at least one (1) of which shall be granted. Unless otherwise agreed to by the employee, the Department Head shall not authorize time off less than eight (8) hours. If an employee, after being requested by the Department Head, refuses or neglects to specify the time they desire to take as compensatory holiday time off, as herein provided, the Department Head may schedule compensatory holiday time off for the employee.

- H. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to equal compensatory time off for such a holiday; provided that any sworn peace officer in the Sheriff's Department, who is a member of the "Law Enforcement Management Unit" shall be paid for such holiday at their regular rate of pay not to exceed eight (8) hours pay.
- I. Any member of the "Law Enforcement Management Unit" whose regularly scheduled working day falls on a paid holiday, and who works on that holiday, shall be entitled to not more than 8 hours of compensation at the rate of one and one-half (1 ½) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked; provided, however, that any affected employee who has any accumulated compensatory time off credit in the "holiday bank", shall retain such benefits until the "holiday bank" has been exhausted in the manner provided for in Section 1 F as it existed prior to this amendment.
- J. A full-time employee who is a member of the Law Enforcement Management Unit of representation shall receive compensation for the Martin Luther King, Jr. holiday as follows:
 - 1. Any such employee whose regularly scheduled day off falls on that holiday shall be entitled to eight (8) hours of compensatory time off.
 - 2. Any such employee whose regularly scheduled work-day falls on that holiday who elects to take off that day as a holiday, with approval of the County, shall receive such time off without any loss of pay.
 - 3. Any such employee whose regularly scheduled work-day falls on the holiday and who works that holiday shall receive compensatory time off at the rate of time and one-half (1 ½) for all time actually worked on that day, which compensatory time off shall be in addition to the employee's regular pay for that work day.

ARTICLE XII
REIMBURSEMENT PROGRAMS

Section 1. LIVING QUARTERS, MEALS OR LAUNDRY SERVICE

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

Section 2. MEALS

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

Section 3. REIMBURSEMENT RATES FOR MEALS

Reimbursement rates for meals will be the following:

| | |
|-----------------|---------|
| Breakfast up to | \$10.00 |
| Lunch up to | \$15.00 |
| Dinner up to | \$25.00 |

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

Section 4. GENERAL PROVISIONS

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

Section 5. MOVING EXPENSES-CURRENT EMPLOYEES

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

the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

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

ARTICLE XIII GRIEVANCE PROCEDURE

General Provisions.

Section 1. DISCUSSION OF REQUEST OR COMPLAINT

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

Section 2. GRIEVANCE DEFINITION

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

- A. Matters that have been reviewed under some other County administrative procedure;
- B. Requests or complaints the solutions of which would require the exercise of legislative power, such as the adoption or amendment of an Ordinance, rule, regulation, or policy established by the Board of Supervisors;
- C. Requests or complaints involving the termination of a probationary, seasonal, or temporary employee, or the termination, suspension, or demotion of a regular employee reviewable pursuant to the provisions of this MOU; and,
- D. Requests or complaints initiated by any member of the "Law Enforcement Management Unit" only, involving a departmental performance evaluation if, (a) with respect to permanent employees, including those in a promotional probationary status, the evaluation rating overall is satisfactory (or competent) or better or (b), with respect to entry level probationary employees, the evaluation rating for overall effectiveness is below standards or better.

Section 3. FREEDOM FROM REPRISAL

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

Section 4. EMPLOYEE REPRESENTATION

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

General Rules.

Section 5. CONSOLIDATION

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

Section 6. RESOLUTION

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

Section 7. WITHDRAWAL

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

Section 8. TIME LIMITS

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

Section 9. RESUBMISSION

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

Section 10. EXTENSION OF TIME

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

Procedure.

Section 11. STEPS

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

- A. Discussion with Supervisor. Prior to filing a written grievance petition the employee shall first take the matter up with the immediate Supervisor. The Supervisor shall give a prompt response where it is possible to do so. The employee and the Supervisor are each entitled to the presence of a silent observer to the employee-Supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the Supervisor. Grievances filed by LEMU on its own behalf may be filed in writing without any prior discussion with supervision.
- B. Submission of Written Grievance All grievance petitions shall be filed within fifteen (15) working days after occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete.
- C. Grievance Meeting Within fifteen (15) working days after submission of the petition, the Department Head, or a designee, and the Employee Relations Division Manager, or a designee, shall meet with the grievant and the employee's representative, if any. No later than fifteen (15) working days thereafter, the Employee Relations Division Manager, or a designee, shall render a written decision.
- D. Demand for Arbitration If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented to the Employee Relations Division Manager, or designee, within ten (10) working days after receipt of the decision of the Employee Relations Division Manager, or a designee. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner prescribed in Section 12. The Board of Supervisors shall either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the arbitrator's decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

Section 12. ADVISORY ARBITRATION

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

- C. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Human Resources Director, or a designee, with the employee's Department Head at least two (2) working days in advance of the hearing date. When the grievant is self-represented or represented by other than the Exclusive Employee Organization, the employee shall deposit one-half (1/2) of the estimated hearing costs (including transcripts in accordance with Section 14 (b)) with the Employee Relations Manager who shall determine the estimate and process grievant's deposit.
- D. Prior to the arbitration hearing, the grievant and the Human Resources Director, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

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

- E. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this agreement.
- F. Arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- G. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between management of County departments, and personnel concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a grievance hearing.

Section 13. ARBITRATION STRIKE LIST

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

The following arbitrators will comprise the list:

R. Steinberg
Dan Saling
M. Burstein

A. "Buddy" Cohn
M. Prihar

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

ARTICLE XIV
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. PERMANENT STATUS

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

Section 2. CAUSE FOR DISCIPLINE

Any of the following acts of an employee who has permanent status shall be good cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons:

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
- G. Absence without leave;
- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties (not including a disability as defined in State or Federal Law);
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct 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 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.
- P. Violation of the County's Anti-violence in the Workplace Policy.

Section 3. SUSPENSION

- A. Suspension of an employee shall not be for more than 40 working days.

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

Section 4. REDUCTION IN COMPENSATION

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

Section 5. REVIEW BY PROCEDURE

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

Section 6. DISCIPLINARY APPEAL PROCEDURE/GENERAL

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

- A. As used in this Procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons, that directly affects the wages, hours, or working conditions of a permanent employee.
- B. Unless otherwise specified, as used in this Procedure, "Department Head" includes the Department Head or a designated subordinate.
- C. The Human Resources Director or designee may for good cause extend the time for performance of any act required or permitted by this Procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director may be exercised by a designated subordinate.

Section 7. NOTICE OF DISCIPLINARY ACTION

- A. Intent Letter. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as herein after provided at least seven (7) working days prior to the effective date of the action and shall include:
1. A description of the action(s) to be taken and the expected effective date(s);
 2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
 3. A statement that a copy of the materials upon which the action is based is

attached or available for inspection upon request; and

4. A statement informing the employee of the right to respond either verbally or in writing, to the Department Head prior to the effective date of the disciplinary action(s).

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

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

Section 8. INVOLUNTARY LEAVE OF ABSENCE

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

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

Section 9. APPEALS

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

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

Section 10. AMENDED NOTICE OF DISCIPLINARY ACTION

- A. At any time before an employee's appeal is submitted to the Hearing Officer for decision, the Department Head may, with the consent of the Human Resources Director or designee, serve on the employee and file with the Human Resources Director or designee an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the department shall process said notice in accordance with Section 7 above. However, the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 11. WAIVER

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

Section 12. HEARING PROCEDURE

- A. The parties shall maintain an arbitrator strike sheet of five arbitrators from which hearing officers shall be selected by alternatively striking names until only one name remains. The inclusion or removal of names from the list shall be by mutual agreement of the parties.
- B. The hearing shall be set by the Human Resources Director or designee at an early date. The employee and the Department Head shall be given not less than (10) working days notice of the hearing by the Human Resources Director or designee. The Human Resources Director or designee may postpone or cancel a hearing on reasonable notice to the employee, the Department Head, and their respective representatives.
- C. The employee and the Department Head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution (Resolution No. 99-379), unless represented by counsel, the employee may be represented only by the exclusive employee organization.
- D. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the Department Head, or the Hearing Officer, provided reasonable notice is given the department employing the officer or employee. The Human Resources Director or designee shall arrange for the production of any relevant County record. The Hearing Officer is authorized to issue subpoenas.
- E. All appeal hearings involving a dismissal or demotion of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the Department Head may, at his/her own expense, provide a reporter for the hearing.

- F. The expenses of the Hearing Officer and hearing shall be paid for by the County. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.
- G. Within 21 days following the submission of the appeal, the Hearing Officer shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the Hearing Officer shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.
1. The Hearing Officer shall confine his/her decision to issues raised by the statement of charges and responses and render a decision based on the written MOU between the parties. The Hearing Officer may sustain, modify, or rescind an appealed disciplinary action imposed by the Department Head.
 2. If the Hearing Officer finds that the disciplinary action was appropriate, the action shall be sustained.
 3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the Hearing Officer's decision.
 4. In the case of discharges, if the Hearing Officer 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 Hearing Officer.
 5. If the Hearing Officer 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.
 6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.

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

7. Restoration of pay 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 employee and the Department Head shall have these rights:
 - a. To call and examine witnesses;
 - b. To introduce exhibits;
 - c. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 - d. To impeach any witness regardless of which party first called the witness to testify; and
 - e. To rebut any derogatory evidence.
9. The hearing shall be a private proceeding among the County, the employee and the employee organization. Attendance of others during the proceeding will be at the discretion of the arbitrator.

Section 13. EVIDENCE AND PROCEDURES APPLICABLE TO ALL HEARINGS

- A. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 6.a. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.
- C. Irrelevant and unduly repetitious evidence shall be excluded.
- D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between management of County departments and Human Resources concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- E. Oral evidence shall be taken only on oath or affirmation.
- F. Any employee not testifying in his/her behalf may be called and examined as on cross-examination.

ARTICLE XV DISCRIMINATION COMPLAINT PROCEDURE

The County has established a strong commitment to prohibit and to prevent unlawful harassment and/or discrimination in employment, and had set forth a procedure for

investigating and resolving internal complaints in Board of Supervisors Policy C-25, which policy is included in this MOU by reference.

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

ARTICLE XVI
ANTI-STRIKE CLAUSE

It is hereby agreed that the Riverside County Law Enforcement Management Unit (LEMU) shall not take part in, nor call, sanction, foster, nor support any strike, work stoppage, slow-down, sick-in, nor interference with the County's operation during the term of this MOU.

Should a strike, sick-in, picketing, boycott or any other interruption of work occur, the County shall notify the Riverside County Law Enforcement Management Unit (LEMU) of the existence of such activity and the Association will take all reasonable steps to terminate such activity and induce the employees to return to work.

ARTICLE XVII
LAYOFF AND REINSTATEMENT

Section 1. SENIORITY

- A. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire.
- B. Definition of Department. Department, for the purposes of this Procedure, shall be defined as an agency, department, or district of the County which is set out in County Ordinance No. 440.
- C. Except as otherwise provided in this Procedure, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the lay off list.

Section 2. REDUCTION IN FORCE

- A. When it becomes necessary to reduce the work force in a department, the Department Head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department or other organizational unit of the department which is identified as a Section or Subsection in this MOU. No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.

- B. Any reduction in the number of regular employees holding a job classification designated by a Department Head for layoff shall be made in the following order of employment status:
1. Temporary promotion employees (return to former class);
 2. Probationary new employees;
 3. Probationary transfer employees, probationary promotional employees, and regular employees.
- C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department, subject to the approval of the Human Resources Director. Employees laid off out of seniority shall be given written notice of this action.
- D. After consultation with the Human Resources Director or a designee, the Department Head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:
1. The reason for layoff;
 2. The effective date of the action;
 3. If laid off out of seniority.
- E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the department, and was not removed therefrom for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven days of written notification of layoff by personal delivery or mailing of a certified letter.

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

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

Section 3. REASSIGNMENT

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

Section 4. EMPLOYMENT COUNSELING AND REFERRAL

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

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

Section 5. DEPARTMENTAL REINSTATEMENT LIST

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

greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.

C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:

1. The expiration of two (2) years from the date of placement on the list.
2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify their Department Head, in writing, of the employee's current mailing address.
4. Request in writing to be removed from the list.

D. Status on Reinstatement. Reinstatement is defined as recall by the same department, from a departmental reinstatement list, into a regular position. Upon reinstatement, the employee shall be entitled to:

1. Restoration of all sick leave credited to the employee's account on the date of layoff.
2. Continuation of seniority.
3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
4. Placement on the salary range at a step which is nearest former or current pay rate, whichever is higher, with the employee's hours in a step being the same number of hours which the employee had at the time of layoff.

Section 6. REEMPLOYMENT

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

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

of vacation leave.

Section 7. TEMPORARY RECALL

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

ARTICLE XVIII
ALCOHOL AND DRUG ABUSE POLICY

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

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and may be detained for a reasonable time until they can be safely transported from the work site.

ARTICLE XIX
FLEXIBLE BENEFIT PROGRAM

Section 1. ESTABLISHMENT OF THE PLAN

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

Section 2. DEFINITIONS

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

- A. "Administrator" means the Health Benefits Officer of the County or a designee.

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

Section 3. ELIGIBILITY AND PARTICIPATION

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

Section 4. BENEFITS

- A. Electable Benefits. The Compensation and benefits among which an employee may elect under this Plan are:
 - 1. Salary, and;

2. Contributory Coverage's which are available to the Employee in lieu of salary. Included in the Contributory Coverage's are benefits available under the Welfare Benefit Plan and dental coverage as offered by the County.

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

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

For the participant subject to a change in the family status referred to in Section 4(B), prior to the Effective Date specified by the participant in a written notification to the designated office of the County on such forms as the County may prescribe.

Section 5. RECEIPT OF BENEFITS

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

Section 6. ADMINISTRATIVE PROVISIONS

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

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

Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants.

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

For example:

| | |
|---|-----------------|
| Health Insurance Premium, single coverage | \$400.00 |
| Dental Insurance Premium, single coverage | \$ 20.00 |
| Flexible Benefit Credits | <u>\$859.28</u> |
| Cash back to employee | \$439.28 |

- J. County Contributions. Except as provided in Section 1B of Article II, for all employees covered under the provision of this MOU, the County's monthly contribution on behalf of each active employee is \$859.28.

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

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

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

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

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

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

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

Section 8. DENTAL INSURANCE

Dental insurance is also available at an additional cost.

Section 9. OPTICAL INSURANCE

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

Section 10. LONG -TERM DISABILITY INSURANCE

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

- A. The definition of disability shall be as follows: An employee is disabled from all occupations if, as a result of sickness, accidental bodily injury or pregnancy, an employee is unable to perform with reasonable continuity the material duties of any gainful occupation for which he/she is reasonable fitted by education, training and experience. Gainful is interpreted to mean the same station in life.
- B. Reciprocity: An employee who is absent from work due to an industrial disability shall not be entitled to receive both (a) full salary in lieu of temporary disability benefits pursuant to this Agreement or Section 4850 of the Labor Code and (b) benefits available under the County's Long-Term Disability Insurance Plan.
- C. Correctional Sergeants and Correctional Lieutenants: Employees in these classifications covered by this Agreement shall be included in the County's Long-Term Disability Insurance Plan effective June 1, 1991 and shall no longer be included with the County's Short Term Disability Insurance Plan.

Section 11. DEFERRED COMPENSATION

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

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

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

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

Correctional Sergeant who is a regular employee. Effective July 10, 2014, the County's contribution shall be restored to fifty eight dollars and fifty cents (\$58.50) per biweekly pay period.

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

Section 12. VEBA CONTRIBUTIONS

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

Except as provided in Section 1B of Article II, the County will reduce the biweekly pay period contribution of one hundred twenty dollars (\$120.00) by one hundred dollars (\$100.00) to twenty dollars (\$20.00) per biweekly pay period per employee into the VEBA plan effective July 12, 2012 through July 9, 2014 only. Effective July 10, 2014, the biweekly pay period contribution into the VEBA plan shall be restored to one hundred twenty dollars (\$120.00) per pay period.

ARTICLE XX
SHERIFF DEPARTMENT WELLNESS & FITNESS PROGRAM

Section 1. PROGRAM SUMMARY

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

- A. During the first year of the program, and as required thereafter, employees may participate in an assessment of their health and well-being and receive a Personal Wellness Profile. Following completion of the Wellness Profile, employees will receive a report outlining their individual results, personalized recommendations, and wellness guidelines. Education, activities, and/or classes may be scheduled, and follow-up reviews may be arranged with employees to ensure success in achieving identified wellness objectives.
- B. Starting in the second year of the program LEMU personnel, except those specifically excluded by the Department, may participate in semiannual physical fitness testing consistent with the Cooper Institute's Fitness Training Program. Employees whose Wellness Profile reveals coronary risk factors, cardiovascular or heart disease, use of medications that may prevent them from performing the fitness test, or other limiting health/injury factors, will not be allowed to participate in the fitness testing until the Program Administrator is satisfied they are able to participate without placing the employee in jeopardy. These employees will be provided the

opportunity to work with trained advisors and develop a personal wellness/fitness program to address these concerns.

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

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

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

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

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

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

Incentive:

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

Section 2. PROGRAM SCOPE

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

Explanation of Activities:

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

Section 3. HIPAA REQUIREMENTS AND LIMITATIONS

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

The five requirements are:

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

5. The plan must disclose in all materials describing the terms of the program the availability of a reasonable alternative standard (or the possibility of a waiver of the initial standard).

ARTICLE XXI
MAINTENANCE OF MEMBERSHIP

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

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

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

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

ARTICLE XXII
LABOR/MANAGEMENT COMMITTEE

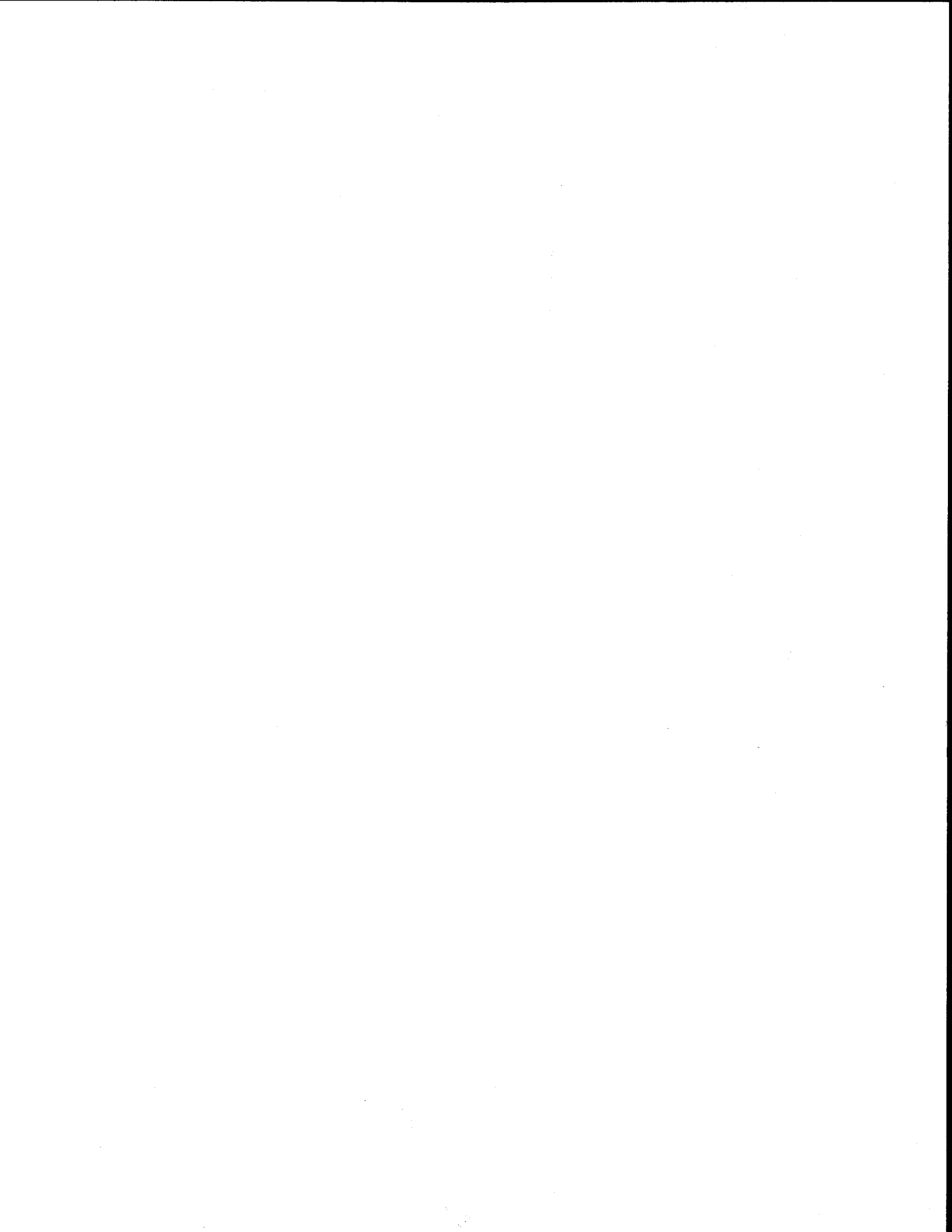
Such committee shall initially meet no later than 30 days after the implementation date of this MOU and shall continue to meet thereafter at times and locations agreed-upon by the committee members. The committee's initial agenda shall include the development of a physical fitness program which could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

ARTICLE XXIII
PROVISIONS OF LAW

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

Reference:

Minute Order 3.24, dated 05/08/2001
Minute Order 3.53, dated 08/23/2005
Minute Order 3.87, dated 07/29/2009



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



ITEM: 3.23
(ID # 11407)

MEETING DATE:
Tuesday, December 15, 2020

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approval of the 2021 - 2025 MOU with the County of Riverside and the Riverside County Deputy District Attorneys Association, All Districts [\$8,484,935; 42% Department Budget, 58% NCC]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the 2021 – 2025 Memorandum of Understanding (“MOU”) between the Riverside County Deputy District Attorneys Association (“RCDDAA”) and the County of Riverside.

ACTION:Policy


Brenda Diederichs, Assistant CEO / Human Resources Director 11/23/2020

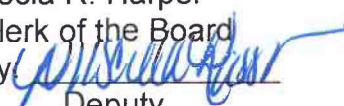
MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries 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 15, 2020
xc: H.R.

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 | \$164,324 | \$423,682 | \$ 8,484,935 | \$ 4,077,228 |
| NET COUNTY COST | \$94,831 | \$244,507 | \$ 4,896,649 | \$ 2,352,965 |
| SOURCE OF FUNDS: 42% Department Budget, 58% NCC | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 20/21 - 25/26 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Deputy District Attorneys Association ("RCDDAA") represents approximately 264 employees in non-managerial deputy attorney classifications within the offices of the District Attorney, County Counsel, and Child Support Services. The Riverside County Attorneys' Association ("RCAA") represents approximately 121 non-managerial Deputy Public Defenders. For the purpose of collective bargaining, the RCDDAA and the RCAA mutually agreed to consolidate labor negotiations with RCDDAA being the sole representative of the employees in both units.

In the summer of 2018, the County sought to begin negotiations for a successor MOU. Discussions commenced in October 2018, and multiple bargaining sessions were held. A tentative agreement for a new five-year MOU term, from January 1, 2021 through December 31, 2025, was reached. The RCDDAA and RCAA memberships thereafter ratified the tentative agreement.

Attachment B contains the final agreement which has been reached between the RCDDAA and the County. The key points of this agreement are as follows:

1. Term: January 1, 2021 – December 31, 2025
2. Effective March 11, 2021, the value of the bottom five steps of each classification's salary range will be eliminated, which is approximately 13.55% removed from the minimum. Employees who were at a rate in the bottom five steps will be increased to the new minimum of the classifications salary.
3. Effective March 11, 2021, step/merit increases will be converted to a range and steps will be eliminated. In lieu of steps which previously occurred in two step intervals valued at 5.5% will be transitioned to anniversary/merit range increases and will be limited to four percent (4%) intervals.
4. Effective March 11, 2021, elimination of Employer Paid Member Contribution (EPMC). The County will no longer pay the required member contribution for classic member

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

employees in the unit. On this date, EPMC will end and classic member employees in the unit will pay their required member contribution (currently 8% of compensation earnable of pensionable income).

5. The following additions to the max of the range for the identified classifications will occur:
 - a. Effective July 14, 2022 2% will be added to the maximum of the range for all classifications in a level III, IV, IV-S, IV-P, IV-T, and Deputy Public Defender V.
 - b. Effective July 13, 2023 2% will be added to the maximum of the range for all classifications of a level III and 3% will be added to the maximum of all classifications of a level IV, IV-S, IV-T, and Deputy Public Defender V.
 - c. Effective July 11, 2024 3% will be added to the maximum of the range for all classifications of a level III and 4% will be added to the maximum of all classifications of a level IV, IV-S, IV-T, and Deputy Public Defender V.
6. Effective March 2021, a District Attorney merit-pay program will be established where attorneys in the DA's office can receive either 1.5% merit pay (for receiving a 4 of 5 on their evaluation) and 3% merit pay (for receiving 5 of 5 on their evaluation). The payments will be issued March 2023 as a lump sum payment and will not be pensionable.
7. Effective March 11, 2021, a one percent (1%) match to the employees who are new members under the PEPRA into a 401(a) account. This will eliminate the current \$50 per pay period contribution to the 401(a) for these employees.
8. Transition annual leave buy down from calendar year buy down to fiscal year buy down.
9. Medical Subsidies for two-party and family coverage:
 - a. Effective July 13, 2023:
 - 1) Employees with two-party coverage: Monthly premium reduced by \$125.00
 - 2) Employees with family coverage: Monthly premium reduced by \$150.00
 - b. Effective July 11, 2024:
 - 1) Employees with two-party coverage: Monthly premium reduced by an additional \$125 per month for a total monthly premium reduction of \$250.00
 - 2) Employees with family coverage: Monthly premium reduced by an additional \$150 per month for a total monthly premium reduction of \$300.00

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

10. Limited reopener by the Association. If the Association elects to reopen two years from the effective date of the MOU, both the Association and the County can open negotiations on any two topics. However, if the Association does not trigger the reopener by exactly two years from the effective date, the MOU will remain closed.

11. Other items:
 - a. Transition to pay periods as opposed to years in a paid status.
 - b. Addition of requirements while on call.
 - c. Public Defender employees can test for bilingual premium at any level.
 - d. Public Defender employees are eligible for the Extended Leave Program.
 - e. Anniversary date increases may be postponed for employees who have been on a leave of absence for sixty days or more.
 - f. Combined initial probationary period for Attorney's in the I/II level.
 - g. Promotional probationary DA employees can be released from employment following 12 months in the probationary period.
 - h. Non-substantive language clean-up.

Impact on Residents and Businesses

No impact to residents or business.


Additional Fiscal Information

Cost estimates have been refined to reflect more detailed costing based on actuals.

ATTACHMENTS:

ATTACHMENT A. Track Changes Version of the 2021 – 2025 Memorandum of Understanding between RCDDAA and the County of Riverside

ATTACHMENT B. Final 2021 – 2025 Memorandum of Understanding between RCDDAA and the County of Riverside



Gregory L. Priamos, Director County Counsel 11/23/2020

MEMORANDUM OF UNDERSTANDING

2021-2025

BETWEEN THE

COUNTY OF RIVERSIDE

AND

RIVERSIDE COUNTY DEPUTY
DISTRICT ATTORNEYS ASSOCIATION

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DEFINITIONS

Arbitration Third Step hearing in the Grievance Process; grievance heard by an outside neutral third party (Arbitrator).

Anniversary date shall mean the date upon which an advance in salary (on the range) becomes effective under the provisions of this Memorandum of Understanding (MOU).

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

Continuous service, continuous employment, and similar terms shall mean service of a permanent employee in a continuing paid status, without interruption except for authorized leave of absence.

Demotion shall mean a change of employment without intervening loss of business 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.

Employee as used in this MOU shall refer only to employees employed by the County in those classifications heretofore or hereafter included in the Prosecution Unit (Deputy District Attorneys, Deputy Child Support Attorneys, and Deputy County Counsel Attorneys) and the Deputy Public Defender Unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside.

Full time employee 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.

Holiday or paid holiday means any day on which County offices are not open for business, in accordance with County ordinance, other than Saturday or Sunday.

Paid Status shall mean compensation paid to an employee for regular hours worked, County paid time such as holiday, jury duty, and bereavement, or from accrued leave banks such as annual leave, vacation, sick, holiday, and/or comp time. Payments received for disability such as short term/long term disability or Workers' Compensation shall not be considered being in a paid status and shall not entitle employees to accrue leave accruals or flex credit 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 means fourteen (14) calendar days from Thursday (starting at midnight Wednesday) to midnight of the second (2nd) Wednesday thereafter.

Permanent employee means a regular employee who has completed the initial probationary period in a 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 person, unless permission is granted for job sharing.

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

Promotion shall mean a change of employment without intervening loss of business 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.

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 position means a position established under County Salary Ordinance No. 440 on an ongoing basis: as distinct from a seasonal or temporary position.

Regular employee means a holder of a regular position.

Step One (1) Meeting First Formal Step in the Grievance Process at the department level between a department representative and the employee, and/or a representative of the Riverside County Deputy District Attorneys' Association ("RCDDAA") or the Riverside County Attorneys' Association ("RCAA"), whichever is applicable.

Step Two (2) Meeting in the Grievance Process at the County Human Resources level; grievance is heard by a County Human Resources employee.

Transfer shall mean a change of employment without intervening loss of business 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.

Working day means each day on which an employee performs a normal working shift, and including holidays as specified herein which fall on days of his/her 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 I
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 Riverside County Deputy District Attorneys Association (RCDDAA) as the Exclusive Employee Organization for purposes of collective bargaining for employees in those representation units described under Article 2, Recognition. This MOU is in effect from January 1, 2021 through December 31, 2025.

Section 2. Reopener

Effective two (2) years from the effective date of this MOU, i.e., January 1, 2023, the Association is permitted to reopen negotiations. The Association may inform the County that it has triggered the reopener during any time in the six-month period prior to January 1, 2023. If the Association chooses to reopen, then both the Association and the County can reopen negotiations on any two topics (e.g., compensation or leave benefits). If the Association does not trigger the reopener by exactly two years from the effective date of the MOU (January 1, 2023), the MOU has not been reopened.

ARTICLE II
RECOGNITION

This MOU shall apply only to persons employed as Regular full-time or Regular part-time employees in the Prosecution Unit (which includes Deputy District Attorneys, Deputy County Counsel Attorneys and Deputy Child Support Attorneys) and the Deputy Public Defender Unit.

RCDDAA, as specified in Article I, Section 1, is the Exclusive Employee Organization for the purposes of collective bargaining. The Riverside County Attorneys' Association (RCAA) is the Exclusive Employee Organization of employees in the Deputy Public Defender Unit (DPDU) for all other purposes. Unless a provision in this MOU specifically limits its applications to a particular department, classification or in some other way, the provisions in this MOU apply to all members of the bargaining units.

ARTICLE III
FULL UNDERSTANDING, MODIFICATION, WAIVER, AND MANAGEMENT RIGHTS

- A. This MOU sets forth the full and entire understanding and any other prior or existing understandings 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 this MOU, the County Salary Ordinance No. 440 and related resolutions and regulations shall continue in

effect. The terms used herein shall have the same meaning as like terms used in the County Salary Ordinance No 440 and related resolutions and regulations.

- B. This MOU will be administered in its entirety in good faith during the full term. Except as otherwise provided in this MOU, all existing wages, hours and other terms and conditions of employment of employees represented by RCDDAA and/or RCAA that are within its lawful scope of representation shall remain in full force and effect throughout the entire term of this MOU.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the RCDDAA and/or RCAA of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

- C. The County and Employee Rights provisions contained in sections 5 and 6 of the Employee Relations Resolution are incorporated herein by reference.

ARTICLE IV WORKWEEK AND PREMIUM PAY

Section 1. Workweek

Pay Period. The pay period shall be fourteen (14) calendar days which shall include two (2) FLSA workweeks.

Work Schedule. The normal work schedule is a 5/40 (five (5) days a week, eight (8) hours per day). The County Counsel and Department of Child Support Services have approved an option for their employees to work an alternative work schedule. The County Counsel and Department of Child Support Services shall have discretion as to whether an employee in their respective offices may no longer be able to maintain an alternative work schedule. If the County Counsel and/or Department of Child Support Services exercise the discretion to have an employee go back to the 5/40 work schedule, the employee will be provided with thirty (30) calendar days advanced notice.

A Department Head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different bi-weekly work schedule after giving a one (1) pay period written notice to RCDDAA or RCAA.

Attorneys are considered exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). If an attorney is absent for one (1) or more full days, it is expected that the employee report the leave bank or absence without pay to be deducted for the absence. However, employees are expected to work a minimum of forty (40) hours per week. Except for statutorily protected leaves of absences, there is no requirement to report deductions of leave banks for partial days of work. Employees will only have to submit timesheets if they are reporting full day absences, partial day protected leave absences, or claiming mileage reimbursement.

Section 2. Records

Department Record. Each Department Head shall keep complete and detailed records as to the attendance and pay status of each employee. Employees will not be required to report regular work days except to the extent required by a grant. Their time will default to eighty (80) hours unless there is a deduction from a leave bank or absence without pay for a full day absence, or partial day protected leave absences, or the employee needs to report mileage reimbursement. For such employees, the daily record in a paid status shall be kept with no entry except for annual leave, compensatory time off, vacation, holiday, sick leave, leave of absence, absence without pay and like items (e.g. jury duty, bereavement, etc.).

- A. Declared Disaster. All employees of the County are considered disaster service workers. 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 contained herein, the following provisions shall apply:
1. Any Department Head, in order to perform the work of his/her department or a civil defense function, may employ emergency employees.
 2. For the same purpose, any Department Head may employ on a paid overtime basis his/her current employees at hourly rates equivalent to their current compensation basis.
 3. Any employee who reports to his/her regular or a designated place of employment or to a civil defense assignment shall be deemed to be employed in his/her usual position in a paid status. Any employee who without adequate reason for absence under the terms contained herein 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 times the hourly rate equivalent to the employee's then current compensation basis for those employees set forth in Appendix I of County Salary Ordinance No. 440, and who are required to perform emergency services during a County-declared emergency. "Emergency Services" as used in this subsection, 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

- A. Standby Professional Call Duty. Whenever authorized by the Board of Supervisors by Resolution, and when placed by the Department Head specifically on standby or professional call duty, an employee otherwise off duty shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. Notwithstanding any other provision of this MOU, Deputy District Attorneys required to be on standby status between the hours of 5:00 p.m. Friday to

8:00 a.m. Monday shall be compensated for such service by an additional payment equal to one (1) hour straight time pay for each eight (8) hours of standby service. Said compensation shall be in addition to said employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

A Deputy District Attorney shall be entitled to pay if the employee is called back to work beyond the regular work period when the employee is in a stand-by or professional call duty status. When an employee has been called out, he/she shall receive pay for all time in connection with that call out at the employee's regular rate of pay. This call out pay shall be in addition to the standby pay entitled pursuant to the previous paragraph.

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

- a. Be ready to respond immediately to call-out work, or by a specific call time pursuant to operational requirements established by the employee's department;
- b. Remain in the general vicinity of their home or worksite during the standby period; and
- c. Refrain from intoxicants or other activities, which might impair the ability to perform assigned duties.

B. Pay out of Compensatory Time Off. Persons employed in the classes shown on Appendix I in Ordinance No. 440 shall, upon separation be paid for such accumulated compensatory time off which has not been taken as compensatory time off, not to exceed one hundred twenty (120) hours.

C. Bilingual Pay.

Scope.

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

Eligibility Factors.

Eligibility Factors require use of a second language at least five times per week or once per day for eligibility.

Skill Levels.

Definitions of Skill Levels:

Level 1: Basic Oral Communication
Employees at this level perform bilingual translation

Level 2: Task Completion
Employees at this level perform bilingual translation as well as written translation.

Level 3: Written translation, and medical and legal interpretation
Employees at this level perform complex verbal and written translation.

Compensation.

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

Level 1: \$40 per pay period (\$0.50 per hour)
Level 2: \$60 per pay period (\$0.75 per hour)
Level 3: \$80 per pay period (\$1.00 per hour)

Testing Administration.

Oral and written examinations will be administered as follows:

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

Level 1: Administered by Human Resources Testing Center
Level 2: Administered by Human Resources Testing Center
Level 3: Administered by Human Resources Testing Center

All Deputy Public Defenders shall be permitted to test for any and all levels provided they meet the eligibility requirements.

Plan Implementation.

The Bilingual Pay Program will be administered by Human Resources.

All current County Employees receiving bilingual pay will continue to receive the rate of pay they are receiving, as long as they continue in their current position. Qualified Employees, whose positions are designated by Departmental Supervisors as requiring/desiring bilingual skills, are encouraged to test for higher skill levels if required by the department.

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.

Payment of bilingual pay will be pro-rated based on the hours actually worked.

- D. Extended Leave Program. The intent of this program is to provide Deputy District Attorneys with an opportunity to take extended leaves for educational, recreational, or other appropriate purposes.

Any Deputy District Attorney, after completion of four (4) years of service with the Office of District Attorney of the County of Riverside shall be permitted, during the Deputy's fifth (5th) year in a paid status, to take forty (40) consecutive business days off (320 hours) provided the Deputy has accrued sufficient leave time. Any Deputy Public Defender after completion of five (5) years of service in paid status with the Office of the Public Defender from the date of initial hire, shall be permitted to take thirty (30) consecutive business days off (240) hours by utilizing accumulated annual leave. Such time off will be taken at a time or times agreeable with the Department Head.

Every third (3rd) year in a paid status thereafter, any Deputy District Attorney or Deputy Public Defender shall be permitted to take thirty (30) consecutive business days (240 hours) provided the Deputy has accrued sufficient leave time. Such time off will be taken at a time or times agreeable with the Department Head.

- E. Special Assignment of Attorneys. The incumbent of a Deputy Child Support Attorney IV position, or a Deputy Public Defender IV position, or a Deputy County Counsel IV position who has demonstrated exceptional performance of the most difficult and responsible legal work assignments and who is assigned supervisory responsibilities over a unit within the division may be compensated at a rate which is five and one-half percent (5.5%) higher than that specified for such a position. Such additional compensation 1) shall be at the discretion of the Department Head, 2) shall not be deemed a promotion.

- F. Bar Dues. Each employee shall be reimbursed the actual cost annually for California State Bar dues. In addition, each employee in the Prosecution Unit shall be reimbursed up to \$150.00 per year for California District Attorney Association dues, each employee in the Deputy Public Defender Unit shall be reimbursed up to \$150 per year (in total) for any of the following membership dues - California Public Defenders Association ("CPDA"), California Attorneys for Criminal Justice (CACJ), Riverside County Bar Association (RCBA), and/or Desert Bar Association dues, and each attorney in the County Counsel's Office shall continue to have his/her Riverside County Bar Association dues paid by the County. In the event an employee leaves County service before the end of the calendar year, the County shall have the right to deduct from said employee's final pay warrant 1/12th of the amount contributed towards said employee's dues (as set forth above) for each full month remaining in the calendar year following conclusion of said employee's service. All employees will be required to sign a waiver per Labor Code section 224 that they will agree that the County can deduct a proportional amount of bar dues already paid on their behalf from their final paycheck when the employee leaves employment.

ARTICLE V
PAY PRACTICES

During the term of this MOU the County may transition to a new payroll system. As a result of any transition, the County will review business processes to ensure processes will be properly assimilated into the new payroll system. Through this review/assimilation it will likely reveal necessary changes to County business processes that may affect terms and conditions of employment. As such, the parties agree to a reopener provision during the term of the MOU to address any issues which may be caused by transition to a new payroll system provided that no changes in the terms and conditions of employment that are within the lawful "scope of representation" of RCDDAA can occur without the mutual agreement of the parties.

Section 1. Compensation – Range Adjustments

Effective March 11, 2021, the minimum salary of each classification's salary range will equal the base salary of step six of the pre-existing salary step plan. Employees who are below step six of their classification's salary plan/grade at the time of the conversion to the broadband salary range will receive an increase in pay to place the employee at the minimum salary of their classification's broadband salary range. The employee's merit anniversary date shall be reset to the effective date of the salary increase.

- A. Effective July 14, 2022, the maximum of the range for all classifications in a level III, IV, IV-S, IV-P, IV-T, and Deputy Public Defender V shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range for his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases and shall be granted, or denied, pursuant to the Anniversary Date Increase provisions set forth in this MOU.
- B. Effective July 13, 2023, the maximum of the range for all classifications in a level III shall be increased by two percent (2%). On the same date, the maximum of the range for all classifications in a level IV, IV-S, IV-P, IV-T, and Deputy Public Defender V shall be increased by three percent (3%).
- C. Effective July 11, 2024, the maximum of the range for all classifications in a level III shall be increased by three percent (3%). On the same date, the maximum of the range for all classifications in a level IV, IV-S, IV-P, IV-T, and Deputy Public Defender V shall be increased by four percent (4%).

Section 2. Anniversary Dates

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

- B. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of twenty-six (26) pay periods in a paid status in the position.
- C. 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 thirteen (13) pay periods in a paid status in the position.
- D. Re-employment at a rate other than that of the minimum of a range of a 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 twenty-six (26) pay periods in a paid status and subsequent anniversary dates shall occur at like intervals.

- E. The provisions of this section shall be subject to other specific provisions of County Salary Ordinance No. 440 concerning change of anniversary dates.
- F. A unit member may have his/her anniversary increase postponed for the following reasons:
 - 1. If an employee has a combined total of sixty (60) days or more of leave of absence (paid or unpaid) during an employee's initial probationary period. If this occurs, the anniversary increase will be delayed by the length of the cumulative leave of absence; or
 - 2. The receipt of a performance evaluation with an overall substandard performance evaluation rating (for the District Attorney's Office this is defined as a rating of "one" on a scale of one (1) through five (5) until it is replaced by the District Attorney's Merit Based Compensation Program which provides that employees with a rating of a "one" or "two") shall have their anniversary increase suspended or denied. If an employee receives such an evaluation, and if the Department Head disallows such increase, the Department Head shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the Department Head.

The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given unless there is an affirmative decision of the Department Head to deny the increase. Prior to the anniversary date the Department Head, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form whether or not the Department Head allows the increase. If the increase is disallowed, the form shall contain the signature of the employee acknowledging notice of the disallowance and the reasons therefor.

The Human Resources Director shall promptly act on each increase allowed and the employee shall be paid at the increased rate from the anniversary date. If, through error, the anniversary date of an employee is overlooked or a notice herein required is delayed or omitted, a resulting failure to increase the compensation may be cured by then taking the action hereinabove required, provided the same is completed within the next two (2) pay periods after said action should have been taken, and the employee shall be paid at the increased rate from the anniversary date, including retroactively if necessary.

- F. Effective March 11, 2021, the parties agree to convert from payment of employees on salary steps to paying employees on salary ranges for each classification. Every anniversary increase shall be four percent (4%) of the employee's existing base salary, except when there is less than four percent (4%) to achieve the maximum of the salary range, it shall be to the maximum of the salary range in his/her classification.

Section 3. New Employees

Except as otherwise provided by this MOU, a new employee shall be appointed at the minimum of the range of the salary plan/grade. 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 anywhere on the range 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 advanced range placement proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled higher on the range than the minimum of the salary grade, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less on the range so authorized to the same placement on the range or higher on the range, fixing the minimum initial salary on such advanced placement on the range.

Section 4. Re-employment

- A. Upon recommendation of the employing Department Head and approval of the Human Resources Director a former regular employee may be re-employed in the same class of position which they previously occupied, at the same placement on the range of the salary plan/grade as was applicable at the time of his/her termination, provided he/she was terminated in good standing (i.e., not terminated for cause).
- 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 MOU.
- C. Whenever a former regular employee is or has been re-employed within twelve (12) months after his/her termination he/she may, on recommendation of the employing

Department Head and with the approval of the Human Resources Director and the County Executive Officer be allowed accrued sick leave, not exceeding the amount thereof which he/she lost at the time of his/her termination (50% of which will be converted to annual leave pursuant to Article VII, Section 1(O) – (unless the employee received sick leave payout upon retirement in which case there would be no restoration of sick leave) and his/her anniversary date for range advance may be expressly fixed, subject to other provisions contained herein relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of his/her service prior to said termination.

- D. Reemployment of Retired Persons. An employee who is retired under the State Employees Retirement Act and who is receiving retirement benefits shall not be employed or reemployed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the State Employees Retirement Act for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or re-employment for up to 120 working days or 960 hours in any fiscal year, without loss of benefits, as specified in Section 21224 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. 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 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 shall be determined in accordance with this Article.

Section 6. Transfer

On transfer, the salary shall be the same as that paid previously. The anniversary date shall not change.

Section 7. Demotion

- A. Demotion. An employee who demotes shall be placed at a location on the demoted salary range 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.

- B. Voluntary Demotion. Permanent employees holding permanent status at the time of promotion who, within one (1) year following a promotion, voluntarily demote to their previously held classification may return to the salary (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment) 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.
- C. The effective date of all demotions shall coincide with the first day of the pay period. Upon the effective date of the demotion, the employee shall relinquish all property rights to the higher-level classification if permanent status was attained in the lower classification.

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 at the rate of 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 salary plan/grade of the reclassified classification is unable to accommodate the increase the rate shall be to the maximum of the range of the reclassified classification. The anniversary date shall be determined in accordance with Section 2B of this Article.
- C. The salary of an incumbent of a position reclassified to a class on a lower salary plan/grade shall not change unless such salary would exceed the maximum of the new salary plan/grade, 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 his/her regular position, and his/her salary and anniversary date shall be re-determined as if the temporary promotion had not occurred. Any anniversary date increases which would have been due in their regular position shall be allowed.

Section 10. Difficult to Recruit

There shall be up to an additional increase (approximately 11%) which shall be reserved for those specific classifications in a specific Department 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 basis, that a serious recruiting or retention problem exists for specific classification(s) in a specific Department, or that the increases granted to subordinate "difficult to recruit" classifications in the specific Department has created serious compaction problems, and that a percentage increase (of approximately 11%) would assist the County in recruiting and retaining employees in the specific classification(s) in that specific Department. Advancements to any of these ranges in the specific Department shall not be automatic nor shall such a determination have any bearing on the same or similar classifications within the Department or in any other Departments with same or similar classifications. Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented in the specific as follows:

- A. Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees in the specific classification in the specific Department may be at any place on the salary range for his/her classification up to and including a place on the salary range established above.
- B. In the event the salary granted to a newly hired employee in the specific classification in the specific Department pursuant to sub-section (a) above exceeds that for any present permanent, regular full-time or regular part-time employee in the specific classification in the specific Department 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 as that granted to the new employee.
- C. All other regular full-time and regular part-time employees assigned to the affected classification(s) in the specific classification in the specific Department, who have completed less than one year of service at the top, or at any other place on 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.

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, the incumbent employees' wage will immediately be increased to the level of the newly hired employee.

- D. Subsequent merit increases for employees not compensated at the top of the salary range(s) for the specific classification in the specific Department affected by the provisions of this subsection may be granted pursuant to the standard procedures for step advances as set forth in the terms and conditions of employment. Employees may receive annual reviews as set forth in this MOU, but merit increases cannot be given beyond the maximum of the range 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 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 11. District Attorney Department Merit Based Compensation Program

- A. Effective March 1, 2021, employees in this unit who are employed with the District Attorney's Department shall be eligible to receive merit-based compensation as set forth in this section. This Program is a pilot program for the duration of this MOU. Unless the parties otherwise agree in writing, this program shall expire on the last day of this MOU.
- B. This merit-based compensation program will be evaluated starting March 1, 2021. Between March 1, 2021 and February 28, 2023, all employees who are evaluated per this Program will not receive additional compensation based on the overall rating on their annual performance evaluation. Rather, the Program is being evaluated during the first twenty-four (24) months of this MOU by having all employees in the District Attorney's Department evaluated per the Program (as set forth below) without the compensation modifications which can be achieved per the Program starting with evaluations which are due on or after March 1, 2023.
- C. Starting with employee performance evaluations which are due on or after March 1, 2023 employees in the District Attorney's Department with at least two (2) years' of employment with Riverside County are subject to the following:

1. Employees receive an overall rating on their performance evaluation with an evaluation rating of 1 through 5. The overall evaluation rating on the performance evaluation will impact the employee as follows:
 - a. Overall Evaluation Rating of 1 or 2: The District Attorney or his/her designee shall suspend or deny an anniversary increase if the employee is not at the maximum of his/her range.
 - b. Overall Evaluation Rating of 3: The employee shall receive an anniversary increase if the employee is not at the maximum of his/her range.
 - c. Overall Evaluation Rating of 4: The employee shall receive an anniversary increase if the employee is not at the maximum of his/her range and one and one half percent (1.5%) of base salary for performance pay. Base salary does not include overtime or any additional pay provided by this MOU. An employee at the maximum of his/her range will only receive the performance pay.
 - d. Overall Evaluation Rating of 5: The employee shall receive an anniversary increase if the employee is not at the maximum of his/her range and three percent (3.0%) of base salary for performance pay. Base salary does not include overtime or any additional pay provided by this MOU. An employee at the maximum of his/her range will only receive the performance pay.
2. Payments for performance pay will be issued as a separate lump sum payment to an employee not later than four pay periods following the issuance of his/her performance evaluation with an overall evaluation rating of a 4 or 5. The parties agree that the final decision regarding performance evaluations and overall scores will be solely within the District Attorney or their designee's discretion.
3. The parties agree that the performance pay provided for an overall evaluation rating of 4 or 5 is non-pensionable and will not be reported as compensation earnable or pensionable compensation to CalPERS. The parties have knowingly agreed to a "hybrid pay" which is a combination of longevity and performance to ensure this pay is not pensionable. The parties have added the two-year longevity requirement in part to ensure that this pay is not pensionable since the pay is not being offered to the entire group or class of employees in the District Attorney's Office. The parties believe that per the case of *DiCarlo v. the County of Monterey*, this pay is not pensionable. If CalPERS were to ever disagree, it would immediately trigger a reopener so that the parties can modify the provision to ensure that the pay is not pensionable.

ARTICLE VI
GENERAL PERSONNEL PROVISIONS

Section 1. Probation

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

Computation of the initial probationary period in a paid status does not include overtime, standby, or military leave of absence. A regular employee who has not completed the initial probationary period, serves at the pleasure of the Department Head may be dismissed with or without cause and is not entitled to the review procedure provided for in Article XI of this MOU.

- B. Length of Initial Probation. For all employees in the bargaining unit except for employees employed in the District Attorney's Office, the length of the initial probationary period is thirty-nine (39) pay periods (approximately eighteen (18) months) in a paid status. Employees in the District Attorney's Office have an initial probationary period of fifty-two (52) pay periods (approximately twenty four (24) months) in a paid status.

- C. Extension of Initial Probation. The initial probationary period of an employee may be extended by the employing Department Head with the approval of the Human Resources Director. Extensions of an initial probationary period are discouraged and must be approved by the Human Resources Director or his designee in writing at least two (2) weeks before the end of the existing initial probationary period. Approval is made on a case-by-case basis and only for rare and extenuating circumstances. The employee must be notified in writing of the extension at least two (2) weeks before the end of the existing initial probationary period.

1. The initial probationary period may be extended for six (6) pay periods (approximately three (3) month increments) up to two (2) times. For example, a thirty-nine (39) pay period probationary period may be extended once to forty five (45) pay periods or twice to fifty-two (52) pay periods. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class into which the employee promoted, transferred or demoted.
2. The initial probationary period may be extended for any leave of absence (paid or unpaid) in excess of sixty (60) calendar days. If this occurs, the probationary period shall be delayed by the length of the leave of absence and the probationary period shall continue on the first day of the pay period following the return from leave.

- D. Initial Probationary Period Affected by Change in Class. An employee who has not completed the initial probationary period, and who promotes, demotes, or transfers

to another class, will serve the entire initial probationary period for the new classification. There will be no credit given for probationary time worked in the former classification. The following exception applies to this paragraph:

1. A Deputy District Attorney I who becomes a Deputy District Attorney II during his/her initial probationary period remains on the same initial probationary period.
2. A Deputy County Counsel I who becomes a Deputy County Counsel II during his/her initial probationary period remains on the same initial probationary period.
3. A Deputy Child Support Attorney I who becomes a Deputy Child Support Attorney II during his/her initial probationary period remains on the same initial probationary period.
4. A Deputy Public Defender I who becomes a Deputy Public Defender II during his/her initial probationary period remains on the same initial probationary period.

E. Probation of Permanent employees following change in class or lateral transfer. Except as provided below in subsection F, during the first thirteen (13) pay periods (approximately six (6) 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 the employee held status in the former employing department. If the return involves a change in class, the salary shall be the same salary 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 the prior classification at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include, standby, or military leave of absence.

1. Although subparagraph E above provides for a thirteen (13) pay period probationary period for employees who are promoted, transferred, or demoted from a position from which the employee held permanent status, an employee promoted, demoted or transferred into a classification in the bargaining unit from a classification outside the bargaining unit shall serve the equivalent of the entire initial probationary period for that classification as set forth in subparagraph B above.
2. District Attorney's Office Only: Employees in the District Attorneys' Office may enter the bargaining unit by being transferred, promoted or being hired after applying for a job while currently employed in another County of Riverside department. Such employees may also be hired from outside the County of Riverside into a classification in the Department at any level (Deputy District Attorney I, II, III, IV, IV-S, IV-T). As addressed in paragraph

E1 above, such employees shall serve a twenty-four (24) month probationary period. For those employees hired from outside the County, if they do not successfully complete their probation, they are rejected from probation and no longer employed by the County.

For employees hired into the District Attorneys' Office from another bargaining unit (whether by transfer or promotion), if they are rejected from probation, and they held permanent status in their previously held classification in the former employing department of the County of Riverside, the following shall apply:

- a. If rejected from probation within the first twelve (12) months in paid status, such employee shall be entitled to return to his/her previously held classification in the former employing department of the County of Riverside.
- b. If rejected from probation after the first twelve (12) months in paid status, such employee shall not be entitled to return to his/her previously held classification in the former employing department of the County of Riverside.

By accepting a position in the District Attorneys' Office when the employee holds permanent status in another County Department, such employee understands and agrees that he/she has waived his/her property interest in his/her former County of Riverside classification. If rejected from probation after twelve (12) months, the employee will not have the right to return to his/her previously held classification.

F. Probation of employees in the classifications of Deputy District Attorney IV-T

The probationary period for an employee in the classification of Deputy District Attorney IV-T (the "T" designation is for "trial lawyer") shall be twenty-six (26) pay periods (approximately one (1) year) of continuous service in a paid status without interruption in the classification plus a case completion requirement of one (1) death penalty case and six (6) murder cases. Experience from any prosecutorial office can satisfy the Deputy District Attorney IV-T case completion requirement so it is not required that the Deputy District Attorney IV-T complete one (1) death penalty case and six murder cases in Riverside County only.

If two (2) or more defendants in a death penalty case or a murder case are tried with separate juries, a completed case shall be determined as one (1) case for each of the juries for the purpose of the case completion criteria. For example, if there are two (2) juries in one case then that case will be counted as the completion of two (2) cases. A completed death penalty case shall also be counted as a completed murder case. For example, a prosecutor would satisfy the criteria if he/she had completed two (2) death penalty cases and four murder cases because a death penalty case also serves as the completion of a murder case.

A completed case is defined for the purposes of this MOU as a case where the jury has begun deliberations in the guilt phase of the case regardless of whether the jury is later able to reach a verdict. A death penalty case is defined for the purposes of this MOU as a murder case in which death has been sought as a punishment.

If a Deputy District Attorney IV-T completes twenty-six (26) pay periods (approximately one (1) year) of continuous service in a paid status without interruption in the classification but does not complete the case completion requirement, the employee's probationary period will end upon completion of the case completion requirement. If a Deputy District Attorney IV-T is demoted before completion of the probationary requirements of the classification, the employee shall be returned to his/her previous held classification of Deputy District Attorney IV-S without a further probationary period if he/she has fifty-two (52) pay periods (approximately two (2) years) of combined continuous service in a paid status without interruption in the positions of Deputy District Attorney IV-S and Deputy District Attorney IV-T.

G. Probation of employees in the classifications of Deputy District Attorney IV-S

1. A Deputy District Attorney IV-S shall serve a fifty-two (52) week probationary period in paid status.
2. After the completion of the fifty-two (52) week probationary period, the Deputy District Attorney IV-S shall be permanent.
3. If the Deputy District Attorney IV-S is removed prior to the completion of the probationary period, the employee shall be returned to the classification the employee previously held status in. If the demoted Deputy District Attorney previously completed their IV level probationary period, the demoted Deputy District Attorney shall retain their permanent IV classification.

H. Probation of employees in the classifications of Deputy District Attorney IV-P

1. The District Attorney's Office needs discretion to be able to move some employees to a provisional classification equal to IV-S that will be used for Deputy District Attorneys below a IV-S who are assigned to quasi-leadership positions. Quasi-leadership positions include Lead DDA, Trial Team Leader, and Acting MDDA. A Deputy District Attorney IV-P shall be that position.
2. An appointment to a Deputy District Attorney IV-P shall be paid equivalent to a IV-S. The appointment to a IV-P shall be treated as a promotion pursuant to Article V, Section 5.
3. The position of a Deputy District Attorney IV-P is an at-will positional designation. A Deputy District Attorney who receives a IV-P positional appointment will be required to sign an at-will statement acknowledging that their IV-P position appointment is at the discretion of the District Attorney.

4. As an at-will appointment, the IV-P position does not have property rights. The District Attorney retains the discretion to move that employee to the classification the employee previously held status in prior to the appointment with or without cause. When the at-will appointment (i.e., the employee serves in the appointment at the pleasure of the District Attorney and does not have the ability to challenge or grieve removal from the appointment) ceases, the employee shall return to the previously held classification in which the employee held status, and his/her salary and anniversary date shall be re-determined as if the appointment had not occurred. Any merit increases which would have been due in his/her non at-will position shall be allowed. The effective date of the modification to the employee's compensation shall coincide with the first day of the next full pay period.

Section 2. Promotion to Deputy District Attorney II and Deputy District Attorney III

A. Promotion of Employees to the Classification of Deputy District Attorney II.

An employee who has completed twenty six (26) pay periods (approximately one (1) year) of experience as a Deputy District Attorney I in a paid status with the Riverside County District Attorney's Office will be eligible for promotion to the classification of Deputy District Attorney II. The employee with twenty six (26) pay periods (approximately one (1) year) experience as a Deputy District Attorney I in a paid status shall be promoted to the classification of Deputy District Attorney II on the first day of the pay period following twenty six (26) pay periods (approximately one (1) year) as determined in accordance with Article V unless the employee has received an overall substandard performance evaluation in writing at least thirty (30) days before the end of the twenty six (26) pay periods (approximately one (1) year) in a paid status served as a Deputy District Attorney I.

An "overall substandard performance evaluation" within the meaning of this Section 2 is defined as a rating of "one" or "two" on a scale of one through five.

Any decision to deny a promotion to the classification of Deputy District Attorney II will be reviewed within three (3) months after the denial. At that time, the employee shall be promoted to the classification of Deputy District Attorney II unless the employee has a received an overall substandard performance evaluation in writing during the three (3) month period. This process will continue until such time as the employee does not receive an overall substandard performance evaluation in writing, at which time the employee shall be promoted to the classification of Deputy District Attorney II.

B. Promotion of Employees to the Classification of Deputy District Attorney III.

A Deputy District Attorney II who has passed probation with the Riverside County District Attorney's Office shall be promoted to the classification of Deputy District Attorney III on the first day of the pay period following the completion of probation as determined in accordance with Article V. Any decision to deny a promotion to the classification of Deputy District Attorney III will be reviewed within three (3) months after the denial. At that time, the employee shall be promoted to the classification of

Deputy District Attorney III unless the employee has a received an overall substandard performance evaluation in writing during the three-month period. This process will continue until such time as the employee does not receive an overall substandard performance evaluation in writing, at which time the employee shall be promoted to the classification of Deputy District Attorney III.

Section 3. Promotion to Deputy Public Defender II and Deputy Public Defender III

A. Promotion of Employees to the Classification of Deputy Public Defender II.

An employee who has completed twenty six (26) pay periods (approximately one (1) year) of experience as a Deputy Public Defender I in a paid status with the Riverside County Public Defender's Office will be eligible for promotion to the classification of Deputy Public Defender II. The employee with twenty six (26) pay periods (approximately one (1) year) experience as a Deputy Public Defender I in a paid status shall be promoted to the classification of Deputy Public Defender II the first full pay period following twenty six (26) pay periods (approximately one (1) year) in the Office as determined in accordance with Article V unless the employee has received an overall substandard performance evaluation in writing at least thirty (30) days before the end of the twenty six (26) pay periods (approximately one (1) year) in a paid status period served as a Deputy Public Defender I.

An "overall substandard performance evaluation" within the meaning of this Section 3 is defined as "does not meet expectations."

Any decision to deny a promotion to the classification of Deputy Public Defender II will be reviewed within three (3) months after the denial. At that time, the employee shall be promoted to the classification of Deputy Public Defender II unless the employee has a received an overall substandard performance evaluation in writing during the three (3) month period. This process will continue until such time as the employee does not receive an overall substandard performance evaluation in writing, at which time the employee shall be promoted to the classification of Deputy Public Defender II.

B. Promotion of Employees to the Classification of Deputy Public Defender III.

All employees who occupy the classification of Deputy Public Defender II shall be promoted to the classification of Deputy Public Defender III the first full pay period after the completion of twenty-six pay periods in a paid status (approximately one (1) year of service) in that classification unless they have received an overall substandard performance evaluation in writing at least thirty (30) days before the end of that twenty six (26) pay periods (approximately one (1) year) period.

A decision to deny any such promotion shall be reviewed within three (3) months after the denial. At that time, the employee shall be promoted to the classification of Deputy Public Defender III unless the employee has received an overall substandard performance evaluation in writing during the three (3) month period. This process will continue until such time as the employee does not receive an

overall substandard performance evaluation in writing, at which time the employee shall be promoted to the classification of Deputy Public Defender III.

Section 4. Retirement

The County contracts with the Public Employees' Retirement System for the provision of retirement benefits for the members of this Unit.

A. Retirement Formula:

1. Unit members hired on or before August 23, 2012, are covered by the 3% @ 60 formula provided for by the Public Employees' Retirement Law at Government Code section 21354.3. This benefit includes the one-year final compensation measurement period selected by the member, as set forth in California Government Code Section 20042.
2. Unit members hired after August 23, 2012, who do not meet the definition of "new members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA), are covered by the 2% @ 60 formula provided for by the Public Employees' Retirement Law at Government Code section 21353. This formula applies to any member hired between August 23, 2012 and December 31, 2012 as well as any member hired after January 1, 2013 who is a lateral hire from another PERS agency, public agency with reciprocity or a member who has had less than a six month break in service from his/her previous public agency employment. This benefit includes the final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other 36 consecutive month period designated by the retiring employee as set forth in Code Section 20037.
3. Unit members hired on or after January 1, 2013 who are defined as "new members" under the PEPRA, are covered by the 2% @ 62 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a). This benefit includes the final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other 36-month consecutive period designated by the retiring employee as set forth in Code Section 7522.32(a).

B. Employee Contributions to the Retirement System

1. Classic Member Employees (employees who are not new members as defined by the PEPRA) subject to the 3% @ 60 formula. Per Government Code Sec. 20692 the County has elected to pay the entire required member contribution (currently 8% of compensation earnable of pensionable income) as Employer Paid Member Contributions ("EPMC"). Pursuant to Government Code Section 20636(c)(4) the County has agreed to report the value of the

EPMC to PERS as compensation earnable. Effective March 11, 2021, the County will no longer pay the required member contribution for classic member employees in the unit. On this date, EPMC will end and classic member employees in the unit will pay their required member contribution (currently 8% of compensation earnable of pensionable income). On this date, the County will no longer pay and report to CalPERS as compensation earnable the required member contribution as classic member employees will begin to pay that member contribution.

2. Classic Member employees subject to the 2%@60 Formula pay seven percent (7%) of compensation earnable as the CalPERS required member contribution.
 3. New Member Employees subject to the 2%@62 Formula pay the statutorily mandated employee contribution rate of one half of the total normal cost.
- C. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the Public Employees' Retirement Law, the County has contracted with CalPERS for the optional benefit which permits an employee to elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment provided, however, that 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.
- D. Cost-Sharing. In accordance with California Government Code Section 20516(f), employees shall contribute to CalPERS to fund a portion of the cost of the 3%@60 retirement formula an amount equal to eight percent (8%) of compensation earnable on a pre-tax basis. This provision is only applicable to those employees subject to the 3%@60 formula. Effective March 11, 2021 cost sharing will end as the classic member employees subject to the 3%@60 formula above will pay their required member contribution.
- E. Maximum Retirement Benefit. In the event the Public Employees' Retirement Law is amended to allow such action, the County may elect to amend its contract with PERS to provide a maximum benefit of ninety percent (90%) of final compensation for employees hired on or after the effective date of the amendment.

Section 5. Employment of Relatives.

Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; provided, however, in no instance, shall a County Department Head or employee be within the chain of command or span of control (*i.e.*, over or initiate or participate in decisions) specifically pertaining to another County employee who is related within the first degree of consanguinity whether by blood or marriage or any familial relationship that management determines may lead to conflict. Familial relationships shall include, but not limited to, 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, grandparent, registered domestic partner and the equivalent relations to such registered domestic partner.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to position(s) which the employee is eligible (if 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 6. 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 the IRS rate effective January 1 of each year – or any subsequent mid-year adjustments - and mileage claimed on or after that date shall be reimbursed at that new rate.

Section 7. Electronic Deposit of Payroll Funds

- A. Employees shall be required to receive payroll funds by electronic deposit. It shall be the responsibility of employees to update their address of record with the Human Resources Department as required.
- B. Electronic Pay Advice. The County has an electronic pay advice system and will not mail pay advices. The electronic pay advice system permits employees to view/print current and previous bi-weekly pay advice/stubs.

ARTICLE VII LEAVE PROVISIONS

Section 1. Annual Leave

- A. Regular full-time and regular part-time employees covered under the provisions of this MOU shall not accrue vacation or sick leave. They shall, instead, earn Annual Leave according to each biweekly pay period of service commencing with the employee's initial anniversary date assigned to an employee during his/her latest period of County employment according to the following schedule. Absence without pay or time not worked or for payments received from outside the County's payroll system (e.g., disability or Workers' Compensation), and part-time employment shall cause said pay period's accrual of Annual Leave credits to be reduced on a pro-rata basis.
- B. Accrual Rates.

| <u>MONTHS OF SERVICE</u> | <u>BI-WEEKLY ACCRUAL</u> |
|--------------------------|--------------------------|
| (0 to < 36 months) | 8.92 hours |
| (36 to < 108 months) | 10.46 hours |
| (108 or more months) | 12.00 hours |

C. Annual Usage. During the first twenty-six (26) pay periods of employment, employees shall be encouraged to use no less than forty (40) hours of Annual Leave and, thereafter, employees shall be encouraged to use no less than eighty (80) hours of Annual Leave in each succeeding twenty-six (26) pay periods of employment. While on Annual Leave, sick leave, vacation, holiday leave, or compensatory time off (if previously accrued), an employee shall be in a paid status for purposes of leave accrual and receipt of benefits.

D. Maximum Accrual. All employees may accumulate annual leave to a maximum of 2,080 hours.

A regular employee who has been employed in a position, other than a position with the County of Riverside, which has prepared him/her for an assignment to a position in the Prosecution Unit or Deputy Public Defender Unit may, with prior approval of the Chief Executive Officer and the Human Resources Director at time of hire, receive credit for such previous experience in determining his or her Annual Leave accrual rate (and corresponding maximum accrual), including an immediate credit of Annual Leave time, and/or the period of time before Annual Leave may be taken.

E. Pay in Lieu of Annual Leave. Effective January 1, 2021 an employee who accrues Annual Leave pursuant to the provisions of this MOU may request to receive pay in lieu of up to eighty (80) hours of Annual Leave per fiscal year. Upon approval of his/her Department Head, such employee may receive pay in lieu of an additional eighty (80) hours of Annual Leave during the same fiscal year provided, however, no employee shall receive pay in lieu of more than 160 hours of Annual Leave in any fiscal year.

F. Annual Leave Usage. Annual Leave may be used for personal reasons with the approval of the department head or designee or for illness or injury.

G. Each department head shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the department and of the County service. The appointing authority shall determine when Annual Leave will be taken.

H. In addition, when unscheduled usage of Annual Leave occurs, verification of the reason(s) for absence may be required from the employee. Any person absent from work shall notify his/her department head on the first (1st) day of such leave and as often thereafter as directed by his/her department head.

I. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of his appointing authority or the Human Resources Director, be required to have a physical examination by a County approved physician before returning to active duty. Such physical examination shall be performed by a physician designated by the Human Resources Director and shall be at County expense.

- J. Sections H and I above shall also apply to the use of existing sick leave accruals.
- K. Annual Leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the agency/department head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the agency/department head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.
- L. Medical Certification Program.
1. When in the judgment of the department head good reason exists for believing an employee may be abusing Annual Leave, the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid Annual Leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the department head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.
 - a. Employees on a medical certification program shall have their annual leave usage reviewed at least annually. If the review shows substantial improvement, they shall be removed from the category of having to provide the certificate for each absence.
- M. Proof of Illness. An employee who is off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements.
- N. Payoff Upon Retirement or Termination. Any regular employee who separates from County employment shall be credited with all accrued Annual Leave at the same rate as that received on the last day worked or last day of approved leave with pay.
- O. Prior Sick Leave Accruals.

1. Effective October 27, 2005, current sick leave balances were frozen provided, however, that fifty percent (50% or (1/2)) of the sick leave balances for employees covered under the terms and conditions of this MOU were converted to Annual Leave, up to the maximum accrual permitted by this MOU. The remaining sick leave hours may be used until the sick leave is exhausted or, upon retirement, disability retirement, or death of the employee, it may be credited to the employee as provided under the provisions of subsection P below.
2. Any regular employee who transfers or promotes into a classification covered under the provisions of this MOU shall, at the time of such transfer/promotion, have his/her sick leave balance converted and/or frozen in the manner described above.

P. Payout for Unused Sick Leave. Upon service retirement, disability retirement, or death of an employee, and subject to the provisions of the agreement between the County and the Public Employees Retirement System, unused accumulated sick leave shall be credited at the rate of fifty percent (50%) of the current salary value thereof for each person who has had five (5) full years of continuous service in a paid status. The total credit shall not exceed a sum equal to 960 hours of full pay. Payment resulting from death shall be made to the persons entitled under the Probate Code. Eligibility for a credit under this section is made at the time of separation from County employment and not at a later date.

Upon termination of employment for any reason other than retirement, disability retirement or death, unused accrued sick leave shall be forfeited.

Q. Prohibition Against Employment While on Annual Leave. No person shall be permitted to work for compensation for the County while on Annual Leave without prior approval of the Executive Office and his/her department head.

R. Exception to Continuous 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 Article 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 CEO or HR Director.

Section 2. Post-Employment Program

For each regular employee covered under this MOU who has five (5) years of regular County service, and who is separating from County employment, the County shall provide post-employment accounts wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit. Qualifying leave balances include annual leave, vacation, extra vacation, holiday balance, and the amount of sick leave payable pursuant to Article VII, Section 1P. This does not include compensatory time off for overtime. Special Pay Accounts are tax-deferred investment funds. The employee may also elect a Health Savings Account, designed to be free of taxes, and which may be used

for future health care costs. A participant fee is charged for health savings accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account, subject to the maximum limits established by the IRS.

Section 3. Bereavement Leave

The County agrees to allow up to five (5) business days of leave, three (3) of which will be County paid and the additional two (2) days to be deducted from the employees' accrued annual leave or 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, or step-relationships of the same categories. The County has the right to require proper documentation in support of the requested leave.

Section 4. Fitness for Duty

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

When the Department Head orders an employee off work, the County shall designate, within five (5) business days, a physician from the Southern California area who is a Board-certified specialist in the area of medicine to which the suspected malady pertains. If there is no Board-certified specialist in the Southern California area, the County must expand the geographic area to include at least two Board-certified specialists. The designated physician may not be a Regular employee of the County of Riverside. If the employee is uncomfortable with the selected physician, the County will provide an alternative physician.

Once the County designates a physician, the employee shall be examined by that physician at County expense. In the event the physician is outside the Southern California area, the County shall pay the employee's reasonable transportation, lodging, and per diem meal costs. The Southern California area shall consist of the Counties of San Diego, Orange, Riverside, San Bernardino and Los Angeles.

When the Department Head orders an employee off work, the employee shall continue to earn full salary and all benefits, as though the employee were attending work as normally scheduled, while awaiting the County's list and while awaiting the physician's examination and report concerning fitness for duty.

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

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

A) Illness or disability when sick leave has been exhausted;

B) Pregnancy;

C) To take a course of study which will increase the employee's usefulness on return to the County;

D) For personal reasons acceptable to the authority whose approval is required.

- A. Department Leave. Department leave without pay up to 480 hours in any one (1) calendar year period may be granted to any employee by the Department head. Such leave shall be reported as Leave Without Pay via the Department's payroll. The Department head may require the leave without pay to be for a specified period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation (where no medical diagnosis or specific medical information is required) or other evidence substantiating the leave as required by the Department 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 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, or through the County's return to work program.

- B. Official leave of absence. A regular employee may request an Official leave of absence exceeding four hundred and eighty (480) hours, but not exceeding one year (2080 hours). Official leaves of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the Department Head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the Agency/Department Head, who may then 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 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 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 releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, the Fair Employment and Housing Act, or through the County's return to work program.

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

Section 6. Military Leave

Absences on account of military duty are governed by the law.

Section 7. Jury Duty

- A. Any employee who shall be summoned for attendance to any court for jury duty during normal working hours shall be deemed to be on duty and there shall be no loss of salary. 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 absent as a witness in a private matter shall not be entitled to be paid during such absence.
1. An employee who is called for jury duty shall be compensated (as though he or she was working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours.
 2. 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, text message, or email the night before if the employee finds out via a phone recording or on-line that he/she must report the next day.
 3. If there are less than four (4) hours left on the employee's shift, the employee will be considered to have completed his/her shift and remain on paid status for the remainder of the scheduled shift and does not need to return to work.
 4. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change his or her schedule as a result of being called to jury duty.

ARTICLE VIII
HOLIDAYS

Section 1. Paid Holidays

A. Only regular and probationary employees in a paid status shall be eligible for paid holidays.

B. County Holidays.

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

Alternate Holidays.

- Friday preceding January 1, February 12, July 4, November 11 or December 25, in lieu of such dates, when such dates fall on Saturday;
- Monday following January 1, February 12, July 4, November 11 or December 25, in lieu of such dates, when such dates fall on a Sunday.

Additional Holidays.

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

C. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.

D. An employee who 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 that holiday.

E. Any regular employee who is a member of the Prosecution Unit or the Deputy Public Defender Unit who is regularly scheduled to work on a paid holiday shall be paid at his regular rate for the time actually worked, and shall be entitled to equal time off in place of the holiday time worked. An employee with accumulated holiday credit

may, and if requested by the Department Head shall, within seven (7) days, specify the dates of at least three (3) business days during the next two (2) succeeding pay periods that the employee desires to take as holiday compensatory time off. The Department Head may authorize compensatory holiday time off for all or any portion of the dates specified, but shall authorize at least one (1) of the three (3); provided however, that if in the Department Head's judgment, such day or days will create a demonstrable hardship to the department; in that event, the employee, within seven (7) days after notification by the Department Head, shall specify three (3) other business days, at least one (1) of which shall be granted. Unless otherwise agreed to by the employee, the Department Head shall not authorize time off less than eight (8) hours. If an employee, after being requested by the Department Head, refuses or neglects to specify the time they desire to take as compensatory holiday time off, as herein provided, the Department Head may schedule compensatory holiday time off for the employee.

- F. A regular part time employee shall only receive holiday pay for the holiday or portion thereof which coincides with their regularly scheduled working hours not to exceed eight (8) hours of holiday.

ARTICLE IX 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 Department Head or employee, shall be fixed by a resolution of the Board of Supervisors from time to time. Payment therefore shall be made by a deduction from compensation, or by performance of additional services, as may be determined by the Board of Supervisors.

Section 2. 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 Department Head to make certain that the provisions of this section are complied with as to all employees, departments and institutions under their control and to keep the Auditor properly informed as to any payroll deductions required hereunder.

Section 3. 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 year period for any one

employee, nor for any employee until they have been continuously employed by the County for at least one year preceding the authorization. If the employee voluntarily terminates his or her employment with the County within one 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.

ARTICLE X
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has completed his/her initial probationary period, and any extension, has permanent status.

Section 2. Any of the following acts of an employee who has permanent status shall be good cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons:

- a. Dishonesty;
- b. Incompetence;
- c. Inefficiency or negligence in performance of duties;
- d. Neglect of duty;
- e. Insubordination;
- f. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
- g. Absence without leave;
- h. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- i. Discourteous treatment of the public or other employees;
- j. Political activity in violation of federal or state law;
- k. Physical or mental unfitness to perform assigned duties;
- 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 he/she is employed.
- n. Off-duty conduct that has nexus to the employee's job which may impact the employee's skills or ability to perform the job
- o. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform his or her job or the performance of the department. The department shall prescribe procedures to insure that employees affected by the requirements are informed of them.

- p. Substance abuse in violation of the Board of Supervisors' Alcohol and Drug Abuse Policy C-10.
- q. Violation of the Board of Supervisors' Workplace Violence, Threats and Securities Policy C-27.
- r. Violation of the Board of Supervisors' Non-Discrimination and Anti-Harassment Policy C-25.
- s. Violation of the Rules of Professional Conduct of the State Bar of California or California State Bar Act.

Section 4. Suspension of an employee shall not be for more than 40 working days.

Section 5. Reduction in compensation under this section shall consist only of a change within the salary range for a specified duration of one or more full pay periods, but not to exceed 13 pay periods.

ARTICLE XI 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 that their address information is current in the Human Resources information system. Employees shall have the right to have a RCDDAA representative, including outside counsel, present to provide advice and counsel at any meeting for which they are summoned in connection with allegations of misconduct or in the event actual discipline is being imposed. All references in this Article to RCDDAA will apply to RCAA with respect to employees in the Deputy Public Defender Unit.

- A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension or written reprimand in lieu of suspension (which shall for all purposes have the effect of the equivalent suspension) imposed for disciplinary reasons, which directly affects the wages, hours, or working conditions of a permanent employee.
- B. Unless otherwise specified, as used in this procedure, "department head" includes the department head or a designated subordinate.
- C. The Human Resources Director, or designee, may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director, or designee, may be exercised by a designated subordinate.
- D. An employee who has been notified that he/she is the subject of an investigation or who has been placed on administrative leave may be ordered to refrain from discussing the subject of the investigation with any individual other than his/her

association representative, legal counsel or an authorized investigator in order to preserve the confidentiality of the investigation, provided, however, that the employee shall not be precluded from discussing with coworkers and other individuals matters that are unrelated to the subject of the investigation.

- E. 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, and communications between the RCDDAA representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in the hearing.

Section 2. Administrative Leave of Absence

Pending investigation by the department head of an accusation or accusations against an employee alleging employee misconduct, the department head, with approval by the Human Resources Director, may place the employee on a paid administrative leave of absence. Except for investigations of 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 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 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(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 representative. It is also the employee's responsibility to ensure the department has his or her current address and, telephone number.

Section 3. Notice of Disciplinary Action

- A. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as previously provided, at least seven (7) business days prior to the effective date of the action and shall include:
 - 1. A description of the action(s) to be taken and the expected effective date(s);
 - 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:
- C. 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
- D. A statement informing the employee of the right to appeal within ten (10) business days of the date the letter is served on the employee.

Section 4. Amended Notice of Disciplinary Action

- A. At any time before an employee's appeal is submitted to the neutral for decision, the department head may, with the consent of the Human Resources Director, or designee, serve on the employee and file with the Human Resources Director, or designee, an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a (i.e., second *Skelly*) defense thereto and shall be provided with all of the information and materials described above in Section 3 A that relate to those new causes or allegations. The proposed discipline shall not take effect until the employee has been afforded an opportunity to respond to those new causes or allegations in the manner set forth above in Section 3 B. The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 5. Appeals

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

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

Section 6. Waiver

If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived. Further, after an appeal is filed if the employee, or his/her representative, fails to take the next step to advance the

appeal at any point in the process for thirty (30) days the appeal is deemed to be withdrawn and the right to review is waived.

ARTICLE XII GRIEVANCE PROCEDURE

A. General Provisions.

Section 1. Discussion of Request or Complaint

It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any employee who believes that 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 RCDDAA 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 herein, Ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All references in this Article to RCDDAA will apply to RCAA with respect to employees in the Deputy Public Defender Unit. All other matters are excluded from the grievance procedure including, but not limited to:

- A. Matters reviewable under some other County administrative procedure.
- 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 contained herein 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 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, provided that an employee may be represented only by RCDDAA or RCAA. Reasonable access to work areas by RCDDAA representatives shall be in accordance with Section 20 of the Employee Relations Resolution. The grievant and one representative are entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

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) which have been allegedly violated.

Section 6. Survivorship of Grievance

A grievance petition filed by an individual current employee that involves an issue of financial reimbursement may, upon the employee's notice to RCDDAA, and subject to all applicable time limits, continue through the grievance process after the employee leaves employment with the County.

Section 7. Consolidation

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

Section 8. Resolution

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

Section 9. Withdrawal

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

Section 10. Time Limits

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

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

Section 11. Resubmission

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

Should either party 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 RCDDAA 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 this MOU, or specific provisions or other procedures, that constitute the County's rationale for rejection of the grievance. RCDDAA, by this MOU, does not waive any of its rights to file grievances, unfair practice charges or other means to enforce this MOU in the future. The parties agree to meet in an attempt to resolve any future denials upon the request of RCDDAA.

Section 14. Steps

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

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee shall, within ten (10) business days from the date of the event leading to the grievance, discuss the matter with his/her immediate supervisor. The supervisor shall give a prompt response where it is possible to do so. The employee and the supervisor are each entitled to the presence of a silent observer to the employee-supervisor discussion. An observer who interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor.
- B. Step 1. The employee shall have fifteen (15) business days after the occurrence of the circumstances giving rise to the grievance to 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 shall submit a written request for review within ten (10) business days following the date the department head, or a 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 grievant 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 a designee, renders a decision.
- E. The grievance shall thereafter be subject to advisory arbitration in the manner prescribed in Article XIII and a decision by the Board of Supervisors. 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.

ARTICLE XIII HEARING PROCEDURES

Section 1. Procedures Applicable to All Major Discipline and Step 3 Hearings

- A. Disciplinary appeals filed in cases of termination, demotion, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary and Step 3 advisory arbitration cases shall be heard by a third party neutral ("neutral").
- B. The parties shall maintain a jointly negotiated list of no fewer than seven or more than eleven neutrals.
- C. Failing agreement of the parties, the neutral shall be selected by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. 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.

- D. The expenses of the neutral shall be shared equally by the parties. The County shall bear the costs of the neutral in disciplinary cases where the employee is self-represented.
- E. All appeal hearings involving the dismissal of an employee and grievance arbitrations shall be reported by a stenographic reporter. All other hearings need not be reported but either the employee, RCDDAA, or the department may, at their own expense, provide a reporter for the hearing. 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 of the transcript and the reporter will be shared equally. All references in this Article to RCDDAA may apply to RCAA with respect to employees in the Deputy Public Defender Unit.
- F. Each party shall make arrangements for and pay expenses of witnesses who 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 hearing. The District Attorney's Office, the Public Defender's Office and the County Counsel's office may not preclude an employee who has been disciplined and is appealing that action from calling coworkers as character witnesses. Any retaliation against a RCDDAA represented employee who presents character witnesses or other witnesses in a judicial, quasi-judicial or administrative proceeding, or against any such witness, is prohibited. Employees found to be retaliating against another employee may be subject to disciplinary action up to and including termination.
- G. Any hearing expense(s) incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- H. It shall be the duty of any County Department Head or employee to attend a hearing and testify upon the request of either the department or neutral, provided reasonable notice is given the department employing the Department Head or employee. If RCDDAA or the employee wishes to arrange the release of County employees such arrangements shall be made through the Human Resources Director, or designee, with the employee's department at least two (2) business days in advance of the hearing date.
- I. The Human Resources Director, or designee, shall arrange for the production of any relevant County record. The neutral is authorized to issue subpoenas.
- J. 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 availability and other scheduling factors.
- K. The hearings 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.

- L. 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.
- M. 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 unless it is the type of hearsay admissible over objection in a civil action.
- N. Irrelevant and unduly repetitious evidence shall be excluded.
- O. 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, and communications between the RCDDAA representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in the hearing.
- P. 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.
- Q. Employees not testifying in their behalf may be called and examined as on cross-examination.
- R. The employee/RCDDAA and the department 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.
- S. The hearing shall be a private proceeding among the County, the employee and the employee organization except any proceedings before the Board of Supervisors.
- T. The employee and the department may be represented by counsel or other representative, provided, however, if the employee, unless represented by counsel, may be represented only by RCDDAA.
- U. 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 outside 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 outside 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 neutral. 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 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, upon application by either party to the 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 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, to pay all or part of the non-offending party's costs of the transcripts, or such other relief that the neutral deems appropriate in the circumstances.

- V. The neutral shall render findings sufficient to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to advise a reviewing court of the basis for the neutral's decision. If the neutral fails to

do so either party may request in writing within thirty (30) days of the issuance of the decision that the neutral render such findings.

Section 2. Procedures Applicable to Major Disciplinary Appeal Hearings Only

- A. Within 21 days following the submission of the disciplinary appeal, the neutral shall submit written findings of fact, conclusions of law, and the decision to the parties. The decision of the neutral shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.
- B. The neutral shall confine the decision to issues raised by the statement of charges and responses. The neutral shall act in judicial, not legislative manners. The neutral shall not amend, modify, nullify, ignore, add to or subtract from the provisions of this MOU but, rather, shall interpret and apply its terms.
- C. The neutral 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.
- D. 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 decision.
- E. In the case of discharges, if the neutral finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and receive pay and fringe benefits for all of the period of time between the discharge and reinstatement, subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the neutral.
- F. 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 or his/her representative's request for written briefs in the arbitration proceedings.
- G. 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.

Section 3. Procedures Applicable to Advisory Arbitration Hearings Only

- A. 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.

- B. 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.
- C. If the neutral sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU.

Section 4. Hearing Procedure - Minor Discipline

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, 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 third party neutral (referred to as a "neutral") as agreed to by the parties. The neutral's decision may be verbal or in writing. The neutral'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 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 from 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 resolve the appeal promptly. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The neutral may consult with witnesses informally and otherwise investigate the controversy.
 - 4. The neutral may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than a 40 working day suspension.
 - 5. 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.
 - 6. 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 terms and conditions of employment.
 - 7. 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 equally by the County and RCDDAA. The County shall bear the costs of the neutral in cases where the employee is self-represented.

ARTICLE XIV
ON-THE-JOB INJURY OR ILLNESS

Section 1. An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which he/she actually receives or obtains medical treatment, shall be entitled to full compensation for the first 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 his/her regular compensation, to the extent of the value of his/her accrued sick leave, including, for this purpose, the values of his/her accrued annual leave, and vacation credit. If the employee so elects his/her compensatory time off for overtime may also be used. During a period of temporary disability and in the proportion that the employee is paid for the difference between his/her temporary disability payments and his/her regular compensation, he/she shall continue to accrue annual leave benefits at the regular rate.

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

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

ARTICLE XV
LAYOFF AND REINSTATEMENT

A. Seniority.

1. 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.
2. Definition of Department. Department, for the purposes of this provision, shall be defined as an agency, department, or district of the County.
3. Whenever more than one employee in a department has the same most recent date of hire, seniority shall be determined in the following order: hours of service from the most recent date of hire, seniority in classification, and seniority in the department or agency.

4. Except as otherwise provided in this provision, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue while an employee is on the layoff list.

B. Reduction in Force.

1. When it becomes necessary to reduce the work force in a department, the Department Head shall designate the job classification(s) to be affected and the number of employees to be eliminated within the department or other organizational unit of the department which is identified as a Section or Subsection in this MOU. No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.
2. Any reduction in the number of regular employees holding a job classification designated by a Department Head shall be made by layoff of employees in the following order of employment status:
 - (a) Temporary promotion employees (return to former class);
 - (b) Probationary new employees;
 - (c) Probationary transfer employees, probationary promotional employees and regular employees.
3. Layoffs of employees within each classification shall be based primarily on most recent 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.
4. After consultation with the Human Resources Director or a designee, the Department Head shall give notice to each regular employee affected by a reduction in force and to RCDDAA or RCAA, whichever is applicable, at least fourteen (14) calendar days prior to the effective date of the action. The list given to RCDDAA or RCAA 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. RCDDAA or RCAA shall be in receipt of the layoff notice 24 hours prior to the time the affected employees are notified. The official notice of layoff shall be given by the employing department. The notice shall include:
 - (a) The reason for layoff;
 - (b) The effective date of the action;
 - (c) If laid off out of seniority.

5. If an employee who has received official notice of layoff has previously held regular status in another classification within the department, and was not removed therefrom, for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven (7) calendar days of written notification of layoff by personal delivery or mailing of a certified letter.
6. Regular employees who elect to demote under this provision shall be placed at the location in the new range that is at the salary they were receiving in the classification from which they demoted. provided such salary on the range shall not exceed present salary. 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.

An employee who has accepted a demotion in lieu of layoff shall not be placed on the Departmental Reinstatement List or the Priority Referral List.

7. RCDDAA or RCAA, whichever is applicable, will be provided a copy of the final layoff list.

C. Reassignment.

1. An employee not expecting to be laid off who is reassigned 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:
 - a) 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
 - b) 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.
2. An employee who elects to be laid off and have his/her 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 elects this option shall be placed on the Priority Referral List.

D. Employment Counseling Priority and 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.

1. An employee who has been given a layoff notice and who has not exercised his or her bump back right (i.e., the right to return to the classification in which the employee held status) or who has been laid off shall be placed on the Priority Referral List and referred first to any department requesting a recruitment for classifications from which the employees were laid off.
2. Employees who have been given layoff notices and who have not exercised their bump back right (i.e., the right to return to the classification in which the employee held status) or who have been laid off shall be referred first to departments requesting recruitment recruitments for all other classifications within the Prosecution Unit and/or the Public Defender Unit for which the employee meet the classification and position requirements. Evaluation of qualifications shall be based on the employee's most recent resume in the County's application system.
3. Departments are required to notify Human Resource in writing why these candidates are unacceptable before outside candidates will be referred.

E. Departmental Reinstatement List.

1. 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 plan/grade in which the employee ever held regular status, provided the department is allocated any positions of such classification.
2. 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.
3. An employee's name shall be removed from Department Reinstatement Lists, for specific classifications, for any of the following reasons:
 - (a) The expiration of two (2) years from the date of placement on the list.
 - (b) Failure to report to work within seven (7) business days of mailing of a certified letter.
 - (c) 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.
 - (d) 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 their Department Head, in writing, of the employee's current mailing address.
 - (e) Request in writing from the employee to be removed from the list.

4. 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:

- (a) Restoration of all sick leave credited to the employees' account on the date of layoff.
- (b) Continuation of seniority.
- (c) Credit for all service prior to layoff for the purpose of determining the rate of accrual of annual leave.
- (d) Placement on the salary plan/grade shall be at a the rate which is at the salary the employee was receiving in the former classification plus any base salary increase (i.e., Cost of Living Adjustment), with the employee's months in a rate being the same number of months which the employee had at the time of layoff.

F. Reemployment.

Status on Reemployment. Reemployment 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 reemployed the employee shall be entitled to:

- 1. Restoration of all sick leave credited to the employee's account on the date of layoff.
- 2. Continuation of seniority shall be credited to the employee upon successful completion of the applicable probationary period.
- 3. Credit for all service prior to a layoff for the purpose of determining the rate of accrual of annual leave.

G. 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 480 full time hours within a six-month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond 480 full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under subsection E. (4) of this section.

H. The Human resources Department will provide to RCDDAA or RCAA, whichever is applicable, each quarter a list of employees by classification and date of hire.

In order to preserve public safety and ensure the District Attorney has the resources to prosecute crimes effectively, the County is committed to discouraging lay off within the Prosecution Unit and will encourage the District Attorney to use layoffs only as a last alternative.

ARTICLE XVI
VOLUNTARY TIME BANK

Section 1. Any department or employee requesting to establish a Time-bank shall follow the guidelines below:

A. Definition of eligible employees.

Only employees in budgeted ("Regular") positions within the Prosecution Unit and Deputy Public Defender Unit 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 such that total payments do not exceed 100% of the employee's regular pay.

B. Definition of catastrophic medical condition.

Catastrophic medical condition is a debilitating medical condition which is expected to completely and totally incapacitate the employee for at least two (2) weeks and which creates a financial hardship because the employee has exhausted all of his/her accumulated leave at the time the application is submitted. Catastrophic medical condition is further defined as a debilitating medical condition of an immediate family member of the employee (*i.e.*, the spouse, registered domestic partner, child step-child, foster-child, child of domestic partner, parents, grandparents, or sibling of the employee, registered domestic partner or child of registered domestic partner) that results in the employee being required to take time off from work for at least two weeks to care for the family member creating a financial hardship because the employee has exhausted all of his/her accumulated leave at the time the application is submitted.

C. Conditions and procedures under which a Time-bank may be established.

1. The Human Resources Department will establish and administer all Time-Banks. The Human Resources Department will have authority to approve all Voluntary Time-Bank requests.
2. The employee or Department Head, upon concurrence from the Human Resources Director or designee, may request establishment of a Time-bank. Extensions to a Voluntary Time-Bank will require a separate approval by the Human Resources Department and Department Head.

3. The Department Head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-bank are kept confidential and that employees are not pressured to participate.
4. An employee can only have one (1) Time-Bank established/opened at a time. 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 medical condition.

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

1. Any employee may donate annual leave, vacation or holiday accrual. Sick leave and compensatory time may be not donated.
2. Donations of annual leave, vacation or holiday accrual must be in increments of eight (8) hours or more and drawn from one (1) bank only. Donated leave will only be applied to the recipient's annual leave after the recipient has exhausted his or her 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 person or will be converted to cash upon that employee's separation.
4. An employee may not donate leave hours which would reduce his/her accrued leave balances of annual leave or holiday accrual to less than one hundred and sixty (160) hours.

Section 2. 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 being abused or it is an administrative problem.

ARTICLE XVII
APPEAL PROCEDURE
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures

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 evidence and give testimony.
- D. Appeal of Accident Review Committee Determination.
1. A notice of determination is sent to the employee by certified mail return receipt requested to his/her 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 find. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing of the notice of determination to the employee.
 2. The employee shall submit a written request for review within ten (10) business days following the date of the receipt.
 3. An employee is entitled to representation during the presentation of this appeal.
 4. The Accident Review Committee shall review the evidence and testimony presented by the employee and/or his/her representative and make its final determination. The final copy of the Accident Review Committee's determination will be sent to the employee's department and his/her representative or the employee.
 5. If there is no appeal made within the stipulated time limits, the final copy of the Accident Review Committee's determination will be sent to the employee's department and the employee.
- E. The County will release the employee from work with pay for the actual time needed for his/her 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 XVIII
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.

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

ARTICLE XIX
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. Employees are expected to be familiar with and comply with Policy C-25.

ARTICLE XX
FLEXIBLE BENEFIT PROGRAM

Section 1. County Contributions for Employees and Retirees

The County shall contribute two hundred and fifty six dollars (\$256.00) or the minimum PEMHCA amount required by CalPERS, whichever is greater, per month on behalf of each eligible current employee who retires, inclusive of his or her dependents enrolled in one of Riverside County's sponsored employee medical plans, toward the payment of premiums for health insurance under the PEMHCA.

Section 2. Flexible Benefits Credits

A. The County shall make the following contributions for employees in a paid status:

Employees who participate in a County sponsored medical plan shall receive: \$823.00 per month (\$411.50/bi-weekly for 24 bi-weeks/year). These amounts are inclusive of the amount set forth above (the higher of \$256.00 or the CalPERS statutory minimum).

1. Employees who choose to not participate in a County sponsored medical plan have the following options:

a) Employees whose last hire date is prior to November 4, 2010 and have other qualifying medical coverage shall be eligible for the Medical Waiver option to receive: \$575.40 per month (\$287.70/biweek for 24 biweeks/year).

1) Employees electing not to participate in a County sponsored medical plan and who qualify for the Medical Waiver option must provide evidence of group medical health plan coverage from their spouse/registered domestic partner or another

qualifying group medical plan and sign a statement that they are enrolled and covered under another group medical health plan. For medical coverage, if an employee elects to opt out of coverage offered by the County, he/she must provide proof of "minimal essential coverage" as defined by the Affordable Care Act. In addition, employees shall complete/sign an acknowledgement that medical coverage was offered and declined. Evidence is defined as a current dated certificate of coverage, plan enrollment card, policy, etc. Notice of a Benefits Enrollment form electing the Medical Waiver option showing other qualifying group medical coverage shall be received by the Human Resources Department within sixty (60) days from date of hire, and annually during Open Enrollment.

- b) Employees whose last hire date is on or after November 4, 2010 may decline medical coverage in writing as part of their election each plan year. Employees who elect to decline medical coverage shall not receive flexible benefit credits.
2. Employees who fail to timely elect medical coverage or who fail to decline medical coverage in writing will be placed in the lowest-priced employee-only PPO medical plan available.
 3. If any flexible benefit credits remain after deduction of elected benefits, remaining flexible benefit credits may be taken in cash.
 4. Part Time Employees. Shall receive the percentage of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee set out below:
 - Employees working 20 to 29 hours per week: 50%
 - Employees working 30 to 39 hours per week: 75%

Section 3. Medical Subsidies

- A. 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 as follows:
 1. Effective July 13, 2023:
 - a. Employees with two-party coverage: Monthly premium reduced by \$125.00
 - b. Employees with family coverage: Monthly premium reduced by \$150.00
 2. Effective July 11, 2024:
 - a. Employees with two-party coverage: Shall receive an additional \$125 per month for a total monthly premium reduction of \$250.00

- b. Employees with family coverage: Shall receive an additional \$150 per month for a total monthly premium reduction of \$300.00

B. The medical subsidies shall have no cash value.

Section 4. Optical Insurance

The County shall provide an optical insurance plan for Employees covered under the provisions contained herein, and their dependents.

Section 5. Long Term Disability Insurance

The County shall pay 100% of the premiums for all employees covered by this MOU under the Long Term Disability Plan maintained by the County for County Managers.

ARTICLE XXI
ABANDONMENT/AUTOMATIC RESIGNATION

Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive business days is an automatic resignation from County service provided the employee upon written Department notification does not respond to the Department and/or does not provide a satisfactory explanation for the absence; and the 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 mail to the last known address of record of the employee and are complete upon mailing or hand delivery.

An employee may, within ten (10) calendar 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 to a third party neutral ("Arbitrator"), and the Arbitrator finds the employee is ready, able, and willing to resume the discharge of the duties of the position.

1. Appeals shall be heard by an Arbitrator. The Arbitrator's decision may be verbal or in writing. The decision of the Arbitrator 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 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, or is represented by an attorney who is also a member of RCDDAA. 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. All references in this Article to RCDDAA may apply to RCAA with respect to employees in the Deputy Public Defender Unit.

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 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.
5. 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 terms and conditions of employment.
6. 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 by the County and RCDDAA.

ARTICLE XXII SAFETY COMMITTEE

In accordance with County Resolutions regarding the Safety Committee, such committee shall include one representative of RCDDAA. The RCDDAA representative shall be a voting member at the regularly scheduled monthly meeting.

ARTICLE XXIII COMPENSATION AND BENEFIT ADJUSTMENTS

- A. The County shall contribute \$50.00 biweekly on behalf of each employee to the 401(a) Money Purchase Plan. Effective March 11, 2021, this provision does not apply to employees who are defined as "new members" under the PEPRA who are subject to the 2%@62 retirement formula.
- B. County Contribution to 401(a) for "New Members" as defined by PEPRA
 1. Effective March 11, 2021, any employees in the unit who are "New Members" as defined by PEPRA (i.e., those subject to the 2%@62 retirement formula) will receive up to a one percent (1.0%) of base salary matching County contribution to an IRS Code section 401(a) deferred compensation account. However, to receive the County matching contribution, the employee must participate with his/her own contribution to an IRS Code section 457(b)

deferred compensation account. The County's matching contribution (up to one percent (1%) of the employee's base salary) to the employee's 401(a) account will be conditioned on the employee contributing at least one percent (1%) to his/her 457(b) account. If the employee contributes less than one percent (1%) to his/her 457(b) account, the County contribution to the employee's 401(a) will match the contribution the employee made to the 457(b) account.

2. The County matching contribution will be made each pay period assuming the employee provides a contribution each pay period to his/her 457(b) account. If, in a particular pay period, the employee does not contribute to his/her 457(b) account, the County contribution to the 401(a) account will not be made for that pay period. In addition, if an employee contributes the maximum permitted by law to his/her 457(b) prior to the end of the calendar year, the County will not make a contribution to the 401(a) account for the remainder of that calendar year.

C. During the term of this MOU, there shall be no adjustments to base salary except as may occur pursuant to Article 1 section 2.

ARTICLE XXIV
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 XXV
COUNTY TELECOMMUNICATING POLICY

The terms and provisions of the Board of Supervisors Policy K-3 regarding telecommunicating that is in force and effect at the time of the effective date of this MOU are incorporated by reference as though set forth in full.

ARTICLE XXVI
EMPLOYEE ASSOCIATION DUES AND EMPLOYEE ORIENTATIONS

A. Authority to Deduct Dues from Members' Paychecks

The County will deduct dues from members of the Association and will remit it to the Association. The Association shall be responsible for informing the County's Auditor Controller's Office in writing of any new members or changes in the membership status of any Association members following the effective date of this Agreement. If a member

desires to revoke, cancel, or change prior dues deduction authorization, such requests shall be directed to the Association.

Any employee in this Unit who has authorized Association deductions on the effective date of this Agreement, or at any time subsequent to the effective date of this Agreement, shall continue to have such dues deductions made by the County, provided that any employee in the Unit may terminate Association membership by submitting to the Association a signed request to cancel payroll dues deduction. If that occurs, the Association will advise the County's Auditor Controller's Office to cancel payroll dues deduction to the Association for such employee. Pursuant to Government Code section 1157.12(b), the Association shall hold harmless the County, its officers, and employees from any liability that may result from making, canceling, or changing requested deductions of which the Association was responsible for providing written notice to the County.

B. Employee Orientation

The County shall provide the Association with a minimum of 10 days' notice in advance of a new employee orientation and allow the Association access to the orientation. The notice will be provided by email to the Association Executive Board. The Association will provide up to date email addresses of their Executive Board members to the County Human Resources Department. The Association is permitted to have one Association representative at that orientation and will be permitted to have approximately fifteen (15) minutes with the employee(s). While the County will provide the Association with at least ten (10) days' notice when it can reasonably do so, there may be circumstances where the County cannot provide the ten (10) days' notice given an urgent hiring need which was not foreseeable. If the County provides an online employee orientation process, the Association shall have the right to incorporate up to a fifteen (15) minute presentation into that online orientation. If the County decides to do online onboarding it will let the Association know in advance and provide the Association with the opportunity to meet and confer regarding the on-line onboarding process.


Notice to the Association shall be to the County email address of those persons designated in writing by the Association President of RCDDAA or RCAA. The designated persons may be updated as needed. The date, time, and place of the orientation shall not be disclosed to anyone other than the employees, the Association, or a vendor that is contracted to provide service for purposes of the orientation.

SIGNATURE PAGE

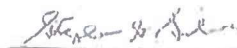
Signed this 1st day of DECEMBER, 2020, at Riverside, California

COUNTY OF RIVERSIDE

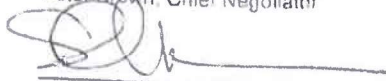
DEPUTY DISTRICT ATTORNEYS
ASSOCIATION



Peter Brown, Chief Negotiator



Steve Silver, Chief Negotiator



Sarah M. Franco, Assistant Human Resources Director



Jon Brandon, DDAA President



Clarissa Cacho, Principal HR Analyst



Valerie Navarro, RCAA
President (Deputy Public Defender Unit)



Chand A. Komegay, Principal HR Analyst



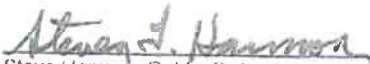
Vince Fabrizio, Chief Deputy District Attorney



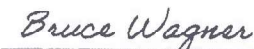
John Henry, Chief Deputy District Attorney



Lisa Pina, Administrative Deputy



Steve Harmon, Public Defender



Bruce Wagner, Chief Deputy Child Support Attorney



Gregory P. Priamos, County Counsel