

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



ITEM: 3.19  
(ID # 25941)

**MEETING DATE:**  
Tuesday, September 17, 2024

**FROM :** HUMAN RESOURCES

**SUBJECT:** HUMAN RESOURCES AND PROBATION: Approval of the 2012 – 2016 and 2020 – 2025 Memorandum of Understanding with the Riverside Sheriffs' Association Public Safety Unit and the County of Riverside. [Total Cost \$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the 2012 – 2016 Memorandum of Understanding with the Riverside Sheriffs' Association Public Safety Unit and the County of Riverside
2. Approve the 2020 - 2025 Memorandum of Understanding with the Riverside Sheriffs' Association Public Safety Unit and the County of Riverside

**ACTION:**

  
Tami Douglas-Schatz, Director of Human Resources 9/4/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Perez and Gutierrez  
Nays: None  
Absent: Spiegel  
Date: September 17, 2024  
xc: H.R.

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: %100 Department</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	24/25

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

**BACKGROUND:**

**Summary**

The County and Riverside Sheriffs' Public Safety Unit (RSA PSU) have negotiated two successor Memorandum of Understandings (MOU) since 2012. As part of the MOUs, the parties agreed to form subcommittees to perform non-substantive cleanup of language, spelling, grammar, and formatting within the MOUs after their approval by the Board which would result in the final version of the MOU. Finalized MOUs, even if expired, ensure both parties have an accurate record of our agreement and serve as helpful tools for historical purposes.

Accordingly, the parties have engaged in multiple discussions and recently concluded these subcommittees for both MOUs. We previously, committed to return to the Board with the amended MOUs as a result of the cooperative effort by the parties, and as such are bringing the final documents/MOUs before this Board for recommended approval.

On July 3, 2012, the Board approved the agreement for a four (4) year Memorandum of Understanding (MOU) between the County of Riverside and the RSA PSU, effective July 3, 2012, through June 30, 2016, item 3.47. Attachment A incorporates the previously approved terms and conditions as well as non-substantive changes proposed by the subcommittees and agreed upon by both parties.

Additionally, on October 27, 2020, item 3.13, the Board approved the agreement for a five (5) year MOU between the County of Riverside and the RSA PSU, effective October 27, 2020, through October 22, 2025. Attachment C incorporates the previously approved terms and conditions as well as non-substantive changes proposed by the subcommittees and agreed upon by both parties.

**Impact on Residents and Businesses**

No impact to residents or businesses.

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

**Additional Fiscal Information**

None.

**ATTACHMENTS:**

- Attachment A. 2012 – 2016 RSA PSU MOU Final Version
- Attachment B. 2012 – 2016 RSA PSU MOU Track Changes Version
- Attachment C. 2020 – 2025 RSA PSU MOU Final Version
- Attachment D. 2020 – 2025 RSA PSU MOU Track Changes Version

 _____ Sarah Franco, Assistant County Executive Officer	9/5/2024	 _____ Michelle Paradise, ACEO	9/6/2024
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 _____ Dave Rogers, Chief Administrative Officer	9/9/2024
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**MEMORANDUM OF UNDERSTANDING**

**2012 - 2016**

**COUNTY OF RIVERSIDE**

**AND**

**RIVERSIDE SHERIFFS' ASSOCIATION, INC.  
PUBLIC SAFETY UNIT**

# TABLE OF CONTENTS

DEFINITIONS .....	1
ARTICLE I TERM.....	3
SECTION 1. TERM	3
SECTION 2. LIMITED RE-OPENER – CAREER PATH CHANGES	3
SECTION 3. SUCCESSOR AGREEMENT	3
ARTICLE II RECOGNITION.....	3
ARTICLE III FULL UNDERSTANDING, MODIFICATION AND WAIVER.....	4
ARTICLE IV WORKWEEK, OVERTIME AND PREMIUM PAY.....	5
SECTION 1. WORKWEEK	5
SECTION 2. OVERTIME	5
SECTION 3. PREMIUM PAY	7
ARTICLE V PAY PRACTICES .....	11
SECTION 1. STEP ADVANCE	11
SECTION 2. NEW EMPLOYEES	12
SECTION 3. RE-EMPLOYMENT	13
SECTION 4. PROMOTION	14
SECTION 5. TRANSFER	14
SECTION 6. DEMOTION	14
SECTION 7. RECLASSIFICATION	14
SECTION 8. TEMPORARY PROMOTION	15
SECTION 9. CONFORMANCE TO PLAN	15
ARTICLE VI GENERAL PERSONNEL PROVISIONS .....	15
SECTION 1. PROBATION	15
SECTION 2. RETIREMENT	17
SECTION 3. NON-SMOKING POLICY	18
SECTION 4. MILEAGE REIMBURSEMENT	19
SECTION 5. MERIT SYSTEMS/VETERANS PREFERENCE	19
SECTION 6. ELECTRONIC FUND DEPOSIT OF PAYROLL	19
SECTION 7. ACTIVE EMPLOYEE BADGES	19
ARTICLE VII LEAVE PROVISIONS.....	20
SECTION 1. SICK LEAVE	20
SECTION 2. RETURN TO WORK FOLLOWING INJURY	22
SECTION 3. BEREAVEMENT LEAVE	22
SECTION 4. FITNESS FOR DUTY	22
SECTION 5. AGENCY/DEPARTMENT-LEAVE OF ABSENCE/OFFICIAL LEAVE OF ABSENCE	23
SECTION 6. MILITARY LEAVE	24
SECTION 7. JURY DUTY	24
SECTION 8. AIR POLLUTION EMERGENCY	24
SECTION 9. ABANDONMENT/AUTOMATIC RESIGNATION	25
ARTICLE VIII VACATION .....	26
ARTICLE IX HOLIDAYS.....	27
SECTION 1. PAID HOLIDAYS	27
ARTICLE X REIMBURSEMENT PROGRAMS .....	29
SECTION 1. LIVING QUARTERS, MEALS, OR LAUNDRY SERVICE	29
SECTION 2. MEALS	29
SECTION 3. GENERAL PROVISIONS	29
SECTION 4. MOVING EXPENSES-CURRENT EMPLOYEES	29
SECTION 5. REIMBURSEMENT FOR EMPLOYEE TRAINING - BOARD POLICY C-7	30
ARTICLE XI DISCIPLINE, DISMISSAL, AND REVIEW .....	30
ARTICLE XII DISCIPLINARY APPEAL PROCEDURE .....	31
SECTION 1. GENERAL	31
SECTION 2. INVOLUNTARY LEAVE OF ABSENCE	32
SECTION 3. NOTICE OF DISCIPLINARY ACTION	33
SECTION 4. AMENDED NOTICE OF DISCIPLINARY ACTION	33
SECTION 5. APPEALS	33
SECTION 6. WAIVER	34
SECTION 7. HEARING PROCEDURE - MINOR DISCIPLINE	34

SECTION 8. HEARING PROCEDURE - MAJOR DISCIPLINE	35
SECTION 9. EVIDENCE AND PROCEDURES APPLICABLE TO ALL HEARINGS	37
<b>ARTICLE XIII GRIEVANCE PROCEDURE</b> .....	<b>38</b>
SECTION 1. INTENTION	38
SECTION 2. GRIEVANCE DEFINITION	38
SECTION 3. FREEDOM FROM REPRISAL	38
SECTION 4. EMPLOYEE REPRESENTATION	38
SECTION 5. CONSOLIDATION	39
SECTION 6. RESOLUTION	39
SECTION 7. WITHDRAWAL	39
SECTION 8. TIME LIMITS	39
SECTION 9. RESUBMISSION	39
SECTION 10. EXTENSION OF TIME	39
SECTION 11. STEPS IN THE GRIEVANCE PROCESS	39
SECTION 12. ARBITRATION	40
<b>ARTICLE XIV ANTI-STRIKE CLAUSE</b> .....	<b>42</b>
<b>ARTICLE XV ON-THE-JOB INJURY OR ILLNESS</b> .....	<b>42</b>
<b>ARTICLE XVI LAYOFF AND REINSTATEMENT</b> .....	<b>43</b>
SECTION 1. SENIORITY	43
SECTION 2. REDUCTION IN FORCE	43
SECTION 3. REASSIGNMENT	45
SECTION 4. EMPLOYMENT COUNSELING AND REFERRAL	45
SECTION 5. DEPARTMENTAL REINSTATEMENT LIST	45
SECTION 6. RE-EMPLOYMENT	46
SECTION 7. TEMPORARY RECALL	47
<b>ARTICLE XVII DRESS CODES</b> .....	<b>47</b>
<b>ARTICLE XVIII VOLUNTARY TIME-BANK</b> .....	<b>47</b>
<b>ARTICLE XIX APPEAL PROCEDURE ACCIDENT REVIEW COMMITTEE</b> .....	<b>50</b>
SECTION 1. PROCEDURES	50
<b>ARTICLE XX FLEXIBLE BENEFIT PROGRAM</b> .....	<b>51</b>
SECTION 1. ESTABLISHMENT OF THE PLAN	51
SECTION 2. DEFINITIONS	52
SECTION 3. ELIGIBILITY AND PARTICIPATION	53
SECTION 4. BENEFITS	53
SECTION 5. RECEIPT OF BENEFITS	54
SECTION 6. ADMINISTRATIVE PROVISIONS	55
SECTION 7. FLEX BENEFITS PROGRAMS	55
SECTION 8. OPTICAL INSURANCE	57
SECTION 9. DEFERRED COMPENSATION	57
<b>ARTICLE XXI MODIFIED AGENCY SHOP</b> .....	<b>57</b>
<b>ARTICLE XXII MAINTENANCE OF MEMBERSHIP (Supervisory)</b> .....	<b>59</b>
<b>ARTICLE XXIII SEPARABILITY</b> .....	<b>59</b>
<b>ARTICLE XXIV PROMOTIONAL PROCEDURE DEPUTY PROBATION OFFICER</b> .....	<b>60</b>
SECTION 1. EXAMINATION PROCESS	60
SECTION 2. INTERVIEW PANEL	60
SECTION 3. SELECTION	60
<b>ARTICLE XXV BULLETIN BOARDS</b> .....	<b>60</b>
<b>ARTICLE XXVI LABOR/MANAGEMENT COMMITTEE</b> .....	<b>61</b>
<b>ARTICLE XXVII COMPENSATION AND BENEFIT INCREASES</b> .....	<b>61</b>

## DEFINITIONS

Arbitration Third Step meeting in the Grievance Process; grievance heard by an outside neutral third party (Arbitrator).

Anniversary date shall mean the date upon which a step advance in salary becomes effective under provisions of this Memorandum.

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 handicap, marital status, pregnancy, or other protected classification.

Employees shall mean all persons employed by the County of Riverside or the Riverside County Flood Control and Water Conservation District, other than officers.

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

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

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 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.

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

Promotion shall mean a change of employment without intervening loss of working days from a position allocated to a given salary range 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 employee means a holder of a regular position.

Regular position means a position established pursuant to Ordinance #440 on an ongoing basis, as distinct from a seasonal or temporary position.

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

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

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 their normal working shift. It does not include Saturday or Sunday, or equivalent normal days off for persons regularly employed on other than the usual working week basis of Monday through Friday.



ARTICLE 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 Sheriffs' Association, Inc. (hereinafter referred to as RSA) as the Exclusive Employee Organization for employees in the representation unit described under Article 2, Recognition. The RSA Public Safety Unit (PSU) MOU will be in full force as of July 3, 2012, until June 30, 2016.

Section 2. Limited Re-Opener – Career Path Changes

RSA and the County agree to meet and confer with regard to changes to the career path(s) for all classifications (excluding Senior Group Supervisor/Instructor-Culinary Arts and Senior Group Supervisor/Instructor-Industrial Arts) covered by this MOU. This meet and confer shall commence no later than ninety (90) days from the adoption of this MOU by the Board of Supervisors.

Section 3. Successor Agreement

In the event RSA desires to negotiate a successor Memorandum of Understanding, RSA shall serve on the County during the period of one hundred twenty (120) days to ninety (90) days prior to the expiration of this MOU, its written request to commence negotiations for such successor MOU.

ARTICLE II  
RECOGNITION

This Memorandum of Understanding shall apply only to persons employed as Regular full-time or Regular part-time within the Public Safety Unit:

52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer
52874	Senior Group Supervisor/Instructor-Culinary Arts
52875	Senior Group Supervisor/Instructor-Industrial Arts
52813	Supervising Group Supervisor/Instructor
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

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 said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside.

ARTICLE III  
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

Except as modified herein or as otherwise required by law, existing wages, hours and other terms and conditions of employment set forth in the County Salary Ordinance and related resolutions and regulations shall continue in effect. The terms used in this Memorandum 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 Memorandum of Understanding 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 RSA indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Miliias-Brown Act, and where RSA 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 RSA 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 Memorandum of Understanding.
- 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  
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

Work-Period. The normal work period shall be ten (10) working days of eight (8) hours each. 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 eighty (80) hours after giving one pay period written notice to the representative, if any, of the employees affected.

- A. The parties agree that the County shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule assignments during the remaining term of this agreement.

Section 2. Overtime

During these informal discussions, RSA brought to the Department's attention a concern regarding the use of flex time and the compensation of overtime. The Department is committed to reviewing the issue and addressing it as soon as practicable and agrees to meet and discuss any resolution or changes prior to implementation.

- A.1. Overtime Work Defined. Overtime work is authorized work in excess of eighty (80) hours in a work period, or 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.
- A.2. Supervising Probation Officer - Overtime. Any Supervising Probation Officer assigned to a Probation Department Institution shall be entitled to time and one-half for all hours of non-scheduled overtime worked if such employee actually works in excess of five (5) hours of unscheduled overtime in any pay period; provided, however, if the employee works less than five (5) hours unscheduled overtime, employee shall be paid at the straight time rate for hours actually worked.
- B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the department head or a designated subordinate. It shall not exceed sixteen (16) hours in any work period for any employee without prior approval of the County Executive Officer, except in case of public emergency or calamity or immediate hazard to life or property.

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

- 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, 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. Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit after forty (40) hours may at the election of the employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated overtime credit of one hundred twenty (120) hours or less may be taken in compensatory time off, subject to management approval, and this method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of one hundred (120) hours or less may be paid for. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid for. Overtime caused by duly authorized continuing and regular work periods longer than eighty (80) hours, or by seasonal overtime work, if authorized by the County Executive Officer in advance, shall be currently paid for.
- 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 the 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 Human Resources Director and County Counsel shall determine which classes of positions are exempt from the Fair Labor Standards Act.

- H. 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 Memorandum, the following provisions shall apply:

1. Any Officer, in order to perform the work of the 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, current employees at hourly rates equivalent to their current compensation basis.
3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this Memorandum 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 who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

### Section 3. Premium Pay

- A. Standby Professional Call Duty. Unless otherwise specifically provided, 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. 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.
- B. 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 he/she is in a standby or professional call duty status, shall receive minimum credit for one hours' work.
- C. After Hours Call-Outs. Any employee, who is called in for duty outside of their normal duty hours, whether or not they are on-call, shall receive compensation beginning at the time they receive the phone call, regardless of whether they must don uniform or personal safety equipment at their home. At the completion of their call-out assignment, employees will continue to be compensated until they return to their duty station in order to unload their vehicles and doff their uniforms and personal safety equipment. Employees will not be compensated for their time spent commuting from their duty station to their residence.

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

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

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

E. Shift Differential

1. Applicability of Shift Differentials. Shift differentials do not apply to vacation, sick leave, holiday pay, professional call or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Field Services employees (i.e. all employee NOT working in the Probation Department Institutions) who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.
2. Evening Shift. County employees who perform work between the hours of 3:00 p.m. and 11:00 p.m., shall be paid a night differential of 0.60¢ per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.
3. Night Shift. County employees 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.

F. Bilingual Pay

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 requires use of a second language at least five (5) 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 (\$0.50 per hour actually worked)

Level 2: \$60 per pay period (\$0.75 per hour actually worked)

Level 3: \$80 per pay period (\$1.00 per hour actually worked)

### 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

### 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.

Payments for employees will be pro-rated based on the actual hours worked. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.

E. Extradition Pay. Employees assigned to extradite prisoners to or from another jurisdiction shall be paid:

1. for all hours spent with the prisoner in their custody;
2. for waiting time, 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;
3. 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:
  - a. 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;
  - b. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and mealtime; or
  - c. during their regular working hours, even on a day when the Deputy Probation Officer 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 mealtime. The Deputy Probation Officer shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
4. 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.



5. the above extradition pay must be paid in a manner and time period consistent with regular county pay practices.

ARTICLE V  
PAY PRACTICES

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

Section 1. Step Advance

- A. The compensation of every person employed in a regular position on a step basis shall be considered for increase upon their anniversary date, except as herein otherwise provided.
- B. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of two thousand eighty (2080) hours (approximately one (1) year) 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 one thousand forty (1040) hours (approximately six (6) months) in a paid status in the position not including overtime.

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

The second anniversary date shall be the first day of the pay period following the completion of an additional two thousand eighty (2080) hours (approximately one (1) year) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

- C. The provisions of this section shall be subject to other specific provisions of this Memorandum concerning change of anniversary dates.
- D. 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 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 therefore. The department head may disallow a step increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee. 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, 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 only on the affirmative decision of the department head, which shall be made only on the basis of continued satisfactory performance in the position.

- E. With the same procedures as in the foregoing Subsection, on the first day of the pay period following the completion of one thousand forty (1040) hours in a paid status, not including overtime, the salary of a seasonal employee shall be increased. On the first day of the pay period following the completion of an additional two thousand eighty (2080) hours in a paid status, not including overtime, employee's salary may again be increased, and thereafter in like intervals. The hours in a paid status need not be continuous, provided no interval of more than one year shall occur when the employee is in an unpaid status.
- F. 1. Effective July 12, 2012, anniversary salary increases shall be to the rate of the next higher step.
- 2. Effective July 10, 2014, every anniversary salary increase shall be to the rate of the second next higher step, except from the eighth (8<sup>th</sup>) step and thereafter, it shall be to the next higher step.
- 3. Employees whose anniversary date fell between February 1, 2012, and July 11, 2012, who did not receive a merit increase due to the freeze shall receive a one-step increment effective July 12, 2012. Their anniversary date shall be set to the date the increment is received.

## Section 2. New Employees

- A. Except as otherwise provided by this Memorandum, a new employee appointed on or after June 25, 1992, shall be appointed at the first step of the salary range. The department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any step within the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed. 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 range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class 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 which is not less than 2080 hours 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.

### Section 3. Re-employment

- 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 of position which he/she previously occupied, at the same step of the salary range as the step applicable at the time of his termination, provided they were terminated in good standing.
- B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this Memorandum.
- C. Whenever a former regular employee is or has been re-employed within three months after termination he/she 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, not exceeding the amount thereof which was lost at the time of termination, and his/her anniversary date for step advance may be expressly fixed, subject to other provisions of this Memorandum 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. Re-employment 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 re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the State Employees Retirement Act 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 one hundred twenty (120) working days or nine hundred sixty (960) hours in any calendar 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, nor 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 4. Promotion

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

#### Section 5. Transfer

On transfer, the salary shall be the same as that paid previously. The anniversary date shall not change.

#### Section 6. 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 day of a pay period.
- B. Permanent employees who, within two thousand eighty (2080) hours 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 7. 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 the rate which is two (2) steps higher, or immediately greater than two (2) steps higher, than that paid on the range of the former position, where the new range is able to accommodate the increase.
- C. 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 one thousand forty (1040) hours (approximately six (6) months) in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional two thousand eighty (2080) hours (approximately one (1) year) in a paid status.
- D. 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.
- E. The effective date of a reclassification shall coincide with the first day of a pay period.

## Section 8. Temporary Promotion

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

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 redetermined as if the temporary promotion had not occurred. Any step increases which would have been due in their regular position shall be allowed.

## Section 9. Conformance to Plan

No regular employee shall be assigned to exercise the powers or perform the duties of any classification other than their own classification for an accumulated period of four hundred eighty (480) hours or more during any one 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 VI GENERAL PERSONNEL PROVISIONS

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

## Section 1. Probation

- A. Initial Probationary Status. Each regular and seasonal 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, on-call or military leave of absence. A regular or temporary employee who has not completed the initial probationary period serves at the pleasure of the department head and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this Memorandum.

- B. Length of Initial Probation The length of the initial probationary period is two thousand eighty (2080) hours (approximately twelve (12) months).
- 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.

The initial probationary period may be extended in five hundred twenty (520) hour increments up to two (2) times. A one thousand forty (1040) hour initial probationary period may be extended once to one thousand five hundred sixty (1560) hours or twice to a total of two thousand eighty (2080) hours. A two thousand eighty (2080) hour initial probationary period may be extended once to two thousand six hundred (2600) hours or twice to three thousand one hundred twenty (3120) hours. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

- D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new one thousand forty (1040) hour initial probationary period following such promotion, demotion, or transfer. If the class to which the employee voluntarily promotes, demotes, or transfers requires two thousand eighty (2080) hours initial probation, the employee will serve a new two thousand eighty (2080) hour initial probationary period. The one thousand forty (1040) or two thousand eighty (2080) hours required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the employee in the position from which he/she voluntarily promoted, demoted, or transferred.
- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first two thousand eighty (2,080) hours of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be redetermined 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. An employee returned to a previously held classification in accordance with this provision is not entitled to the review procedure provided for in this Memorandum.
- 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 or marriage. Whether by blood or marriage shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to position(s) which the employee is eligible and selected to fill. The promotion, transfer or voluntary demotion must be accomplished by the employee within one thousand forty (1040) (approx. six (6) months) working hours.

Section 2. Retirement

The following classifications:

<u>Class Code</u>	<u>Title</u>
52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer
52874	Senior Group Supv/Instructor-Culinary Arts
52875	Senior Group Supv/Instructor-Industrial Arts
52813	Supervising Group Supervisor/Instructor
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

shall be entitled to enroll in the PERS Safety Retirement System effective as soon as possible.

Public Employee's Retirement System (PERS) Contributions. Employees in the Public Safety Unit hired after January 9, 1992, shall pay the employees' contribution to PERS for the first five (5) years (10,400 hours) of continuous service.

A. Retirement Formulas.

1. Tier I – 3% @ 50. Employees in job classifications designated as Safety by CalPERS hired on or after July 1, 2001, and on or before July 3, 2012, shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21362.2 of the Public Employees Retirement Law (3% at age 50)
2. Tier II – 2% @ 50. Employees in job classifications designated as Safety by CalPERS hired after July 3, 2012, shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21362 of the Public Employees Retirement Law (2% at age 50) and shall not exceed ninety percent (90%) of final compensation.

B. Retirement Calculations.

1. Tier 1 - Single Highest Year. The provisions of Section 20042 of the Public Employees Retirement Law (Single Highest Year) shall apply to safety employee members hired on or before July 3, 2012, and shall not exceed ninety percent (90%) of final compensation.
2. Tier 2 – Three (3) Highest Year Average. Employees in job classifications designated as Safety by CalPERS hired on or after July 3, 2012, the provision of

Section 20037 of the Public Employees' Retirement Law (three (3) consecutive years of employment) shall apply to safety employee members and shall not exceed ninety percent (90%) of final compensation.

C. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of 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 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.

D. Employer Paid Member Contributions (EPMC)  
Employees currently paying the employee contribution will continue to pay the employee contribution for the duration of employment.

Employees who are not currently paying the employee contribution will pay the EMPC as follows:

- 3% effective 7/12/2012
- Additional 3% effective July 11, 2013
- Additional 3% effective July 10, 2014

### Section 3. 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 seventy five percent (75%) 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, restrooms, 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 Disciplinary Procedure up to and including discharge.



#### Section 4. 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.

#### Section 5. Merit Systems/Veterans Preference

The Human Resources Administration under this Memorandum 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 his/her department by this Memorandum 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.

#### Section 6. 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 first class mail. The Statement of Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior to the electronic deposit.

Statement of Earnings will be mailed to the last known address on file with the Human Resources Department. It shall be the responsibility of the employee to update their address of record with the Human Resources Department as required.

RSA understands and agrees that the County may transition from hard-copy Statement of Earnings (pay stubs) to electronic pay stubs. The County agrees to provide as much advanced notice as practicable so that concerns RSA may have over problems associated with this transition can be discussed.

#### Section 7. Active Employee Badges

The County agrees to add the phrase "Peace Officer – PC 830.5" (or the applicable Penal Code section) to the identification badge issued to active employees.

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

ARTICLE VII  
LEAVE PROVISIONS

Section 1. Sick Leave

A. Accrual

Every regular employee shall accrue sick leave pay on a daily basis and computed at the rate of 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.
2. A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.
3. Sick leave shall accrue at all times when the employee is in a paid status.
4. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum 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.
5. 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 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 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. Proof of Illness

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

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

b. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with B.1 of this section.

c. 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 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, parent, brother, or sister of the employee.

E. Payout for Sick Leave. Upon 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 (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 nine hundred sixty (960) hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

## Section 2. Return to Work Following Injury

Employees experiencing an injury resulting in time lost from work shall be returned to duty upon receipt of a medical certification indicating they are able to return to work in an unrestricted capacity.

If the employee provides a restricted return to work certificate from the appropriate medical provider, then the employee may be assigned to a modified position identified by the Department. Such assignment can only be made when a modified position is available in the Department and the indicated restrictions do not prevent the employee from fulfilling all the duties of the modified position.

Nothing herein shall be considered a waiver by the Association of any rights employees have under federal or state law.

## Section 3. Bereavement Leave

The County agrees to allow up to five days of leave, three of which will be paid and the additional two days to be deducted from the employees' sick 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, 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

RSA and the County agree to meet and confer for the limited purpose of improvements to the current fitness for duty provisions. This meet and confer process shall commence no later than one (1) year from the date of adoption of this MOU by the Board of Supervisors. If the meet and confer process does not result in an agreement, the existing MOU language shall remain in full force and effect.

When the Department Head or designee orders an employee off work due to an asserted illness, the employee may either:

1. Elect to be absent from work because of the illness;
2. Request, at County expense, to be referred to a County designated health care provider or to obtain a certificate stating 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.
3. Be examined by a physician or other person legally authorized to provide health care services of the employee's choosing, in the specialty designated by the County Employee Health Medical Director, to obtain a certificate stating 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.

If the employee is ordered off work due to an asserted illness there shall be an entitlement to utilize sick leave benefits and to receive full pay. In the event an employee has no accrued sick leave balance, the employee may utilize vacation, compensatory time, or holiday benefits with full pay or receive a leave of absence without pay, in accordance with the provisions of this Agreement and Department policy.

Should the health care provider determine that the employee was able to work during the shift from which they were ordered off work, the employee shall not be charged with such absence and shall receive full pay for that shift.

#### Section 5. Agency/Department-Leave of Absence/Official Leave of Absence

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. Pregnancy;
  - C. To take a course of study which will increase the employee's usefulness on return to the County; or
  - D. Personal reasons acceptable to the authority whose approval is required;
1. Agency/department leave of absence. Agency/department leave of absence up to 160 hours in any one calendar year period may be granted to any employee by the agency/department head. Such leave shall be reported as 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 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.

2. Official leave of absence. A regular employee may request an Official leave of absence exceeding one hundred sixty (160) hours, but not exceeding one (1) year (two thousand eighty (2080) 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 head, who may present it to the Board of

Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

Nothing herein shall prevent the earlier return to duty by the employee, except the agency/department 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 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.

#### Section 6. Military Leave

Absences on account of military duty are governed by provisions of the Military and Veterans Code.

#### Section 7. 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.

#### Section 8. Air Pollution Emergency

An employee unable to work on a regularly scheduled workday due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless the employee chooses to use accumulated overtime credit, sick leave credit, vacation credit or holiday leave credit for the period of time off work due to the emergency.

## Section 9. 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 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 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 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, reinstatement may be granted only if the employee makes a satisfactory explanation to a Mediator from the State of California Mediation and Conciliation Service for the absence and/or the failure to obtain an approved leave of absence, and the Mediator 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 person assigned by the State Conciliation Service. The conciliator's decision may be verbal or in writing. The decision of the State Conciliation Service 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 may also have a non-attorney representative. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
  3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator or mutually agreed upon impartial party may consult with witnesses informally and otherwise investigate the controversy.
  4. The judgment of the conciliator 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 judgement may be rendered.

5. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
6. All costs for the service of the conciliator, 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 the employee.

ARTICLE VIII  
VACATION

- A. Subject to the limitations and exemptions of this section, every regular employee 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:

Zero (0) through three (3) years (zero (0) through six thousand two hundred forty (6,240) hours) in a payroll status, eighty (80) hours each year;

years four (4) through nine (9) (six thousand two hundred forty-eight (6,248) through eighteen thousand seven hundred and twenty hours (18,720) hours) in a payroll status, one hundred twenty (120) hours each year;

years ten (10) or more (eighteen thousand seven hundred twenty-eight (18,728) hours or more) in a payroll status one hundred sixty (160) hours each year.

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than a maximum of six hundred forty (640) hours, 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.

Upon the written request of a department head showing reasonable necessity and good cause, submitted prior to the accumulation of the maximum vacation entitlement, the Board of Supervisors may by order temporarily enlarge for a specific employee the maximum accumulation, by extending the period of additional vacation accrual for not more than three 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 Memorandum. 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 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 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 Memorandum 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.
- G. Temporary Vacation Bank Increases: Effective the first full pay period in July 2013 (16/13), the County shall add an additional two (2) hours per pay period (based on standard accrual rules) to the vacation banks of all bargaining unit employees to a maximum of 104 hours. This clause shall expire on the first pay period in July of 2015 (16/15), at which time the future vacation time accruals shall revert to the previous bi-weekly amount, as provided in the 2010-2011 RSA PSU MOU.

The vacation maximum accrual shall be increased by 104 hours to accommodate the additional hours.

## ARTICLE IX 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, Dr. Martin Luther King, Jr.'s Birthday  
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 the holiday.
- F. Regular or seasonal employees covered under the provisions of this Memorandum who are regularly scheduled to 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:

- 1. Compensatory time off not to exceed eight (8) hours for such holiday or;
- 2. Be paid for the holiday at the regular rate of pay not to exceed eight (8) hours.

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 judgement, 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.

- G. A regular part-time employee shall only receive holiday pay for the holiday or portion thereof which coincides with their regularly scheduled working hours.

- 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.
- I. Accumulated holiday credit earned at the expiration of each prescribed pay period upon election of the employee may be accumulated to their accumulated holiday credit up to 80 hours or be paid to the employee by County Warrant.

ARTICLE X  
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. 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 4. Moving Expenses-Current Employees

Upon the written request of a department head, with the written approval of the County Executive Officer, the Board of Supervisors may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the change, shall be subject to such reasonable conditions as the Board may require, shall specify the maximum amount authorized and shall not be granted more than once in any one 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 5. Reimbursement for Employee Training - Board Policy C-7

It shall be the policy of the Board of Supervisors that an employee may be reimbursed the actual cost of tuition or registration fees upon successful completion of a course offered by an institution of higher learning, training facility, or following attendance of a workshop, seminar or institute, providing that such training is designed to improve the employee's effectiveness in performing his or her assigned duties.

Subject to the availability of funds, reimbursement for such training may be authorized as follows:

- A. By the department head
  - 1. When the tuition or registration fee is \$500.00 or less.
  - 2. When the cost of training, in any amount, is reimbursed from funds administered by State or Federal agencies.
- B. By the Human Resources Department and Administrative Office
  - 1. When the tuition or registered fee is more than five hundred dollars (\$500.00) (for all training except referred to in A(2) above).
  - 2. Such approval shall be obtained prior to the commencement of the training.

Reimbursement for travel expenses associated with employee training shall be authorized in accordance with Division 3 of the County's Code of Administrative Regulations.

ARTICLE XI  
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has completed an initial probationary period, and any extension, has permanent status. No employee with permanent status shall be disciplined or discharged without good cause.

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 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 Anti-Violence in the Workplace Policy; and,
- Q. Violation of the County's Harassment Policy.

Section 3. Suspension of an employee shall not be for more than forty (40) working days.

Section 4. 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, but not to exceed thirteen (13) pay periods.

Section 5. By resolution, the Board of Supervisors shall provide a procedure whereby the involuntary dismissal, demotion, reduction in compensation, or suspension of an employee, shall at the employee's request, be reviewed to determine whether such action was justified and should be upheld. The procedure shall include the right, after notice, to a hearing before a designated body or officer having power to affirm, revoke or modify the action reviewed.

## ARTICLE XII 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. Whenever there is an interrogation of an employee where the significant purpose is to investigate facts to support disciplinary action there is a right for the employee to be represented.

- A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or 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. Department, for purpose of this procedure, shall be defined as an agency, department, or district of the County which is set out in a separate section of Ordinance No. 440.
- D. The Employee Relations Manager 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 Employee Relations Manager may be exercised by a designated subordinate.

## Section 2. Involuntary Leave of Absence

Pending investigation by the department head of accusation against an employee alleging employee misconduct, covered under Article XI of this Memorandum, the department head 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 department head is unable to complete the investigation within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days. In such cases, and except for good cause as solely determined by the department head, the department head will notify the employee as to what specific allegations are being investigated. The Union will also be notified as to the extension only. 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 department head may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County's best interest. Except for investigations of employment related issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

The 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, if applicable, home 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) 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. 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 4. Amended Notice of Disciplinary Action

- A. At any time before an employee's appeal is submitted to the Conciliator or Arbitrator for decision, the department head may, with the consent of the Employee Relations Manager, serve on the employee and file with the Employee Relations Manager 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. 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 Employee Relations Manager 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 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.

#### Section 7. Hearing Procedure - Minor Discipline

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand, the appeal shall be determined under the following provisions:
  - 1. Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the parties. The conciliator's decision may be verbal or in writing. The conciliator'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 testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
  - 3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator may consult with witnesses informally and otherwise investigate the controversy.
  - 4. The conciliator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
  - 5. The judgment of the conciliator 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 judgement may be rendered.



6. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
7. All costs for the service of the conciliator, 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 the employee.

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

- A. Appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary shall be heard by an arbitrator.
- B. The parties shall maintain a jointly negotiated list of no fewer than seven nor more than eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from RSA and the County shall meet to establish the list of up to eleven Arbitrators.
- C. The hearing shall be set by the Employee Relations Manager, or designee, and employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- D. The employee and the department head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee may be represented only by the exclusive employee organization.
- E. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the officer or employee. The Employee Relations Manager shall arrange for the production of any relevant County record. The arbitrator is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the department head may, at their own expense, provide a reporter for the hearing.
- G. The expenses of the arbitrator and transcripts, if required, shall be shared equally by the 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 disciplinary hearing.

- H. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. Within 21 days following the submission of the appeal, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the arbitrator shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.
  - 1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Memorandum but, rather, shall interpret and apply its terms.
  - 2. If the arbitrator 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 restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
  - 4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.
  - 5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.
  - 6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.
  - 7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.

## Section 9. Evidence And Procedures Applicable to All Hearings

- A. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.a. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.
- C. Irrelevant and unduly repetitious evidence shall be excluded.
- D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- E. Oral evidence shall be taken only on oath or affirmation.
- F. Employees not testifying in their behalf may be called and examined as on cross-examination.
- G. The employee and the Department Head shall have these rights:
  - 1. To call and examine witnesses;
  - 2. To introduce exhibits;
  - 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
  - 4. To impeach any witness regardless of which party first called the witness to testify; and
  - 5. To rebut any derogatory evidence.
- H. The hearing shall be a private proceeding among the County, the employee and the employee organization.

ARTICLE XIII  
GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

Section 1. Intention

It is the intent of this procedure that grievances be settled at the lowest possible administrative level.

Section 2. Grievance Definition

Except as outlined below, a “grievance” is a dispute – the solution of which is wholly or partially within the province of the County to rectify – that involves the interpretation or application of the MOU; or existing (a) Ordinances, (b) rules, (c) regulations, or (d) policies concerning wages, hours, and other terms and conditions of employment. Where a grievance affects more than one employee, RSA may file a grievance by identifying the affected employees, either by name or some other method that makes their identity clear. A grievance does NOT include:

- A. Matters reviewable under some other County administrative procedure;
- B. Matters for which the solution 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. Matters involving the termination of a probationary, seasonal or temporary employee;
- D. Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension or any other action taken for disciplinary reasons against a permanent employee, pursuant to the provisions of Article XII; and,
- E. Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory (or competent) or better or (2) with respect to employees in their initial probationary period.

Section 3. Freedom From Reprisal

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

Section 4. Employee Representation

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure. An employee who is a member of RSA may only be represented by RSA.

Reasonable access to work areas by representatives of RSA shall be in accordance with Section 20 of the Employee Relations Resolution. The grievant(s) 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(s) 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. 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 settled at any point during the grievance-arbitration procedure shall be final and binding on the parties to the settlement.

#### Section 7. Withdrawal

Any grievance petition may be withdrawn by filing party 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 RSA 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 RSA, 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 may be extended by written consent of the parties.

#### Section 11. Steps in the Grievance Process

The following procedure shall be followed:

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee(s), or the employee's representative, 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(s) or the Supervisor. Grievances filed by RSA 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 the occurrence of the circumstances giving rise to the grievance, or within fifteen (15) days of the discovery of the circumstances giving rise to the grievance, or when those circumstances reasonably should have been discovered, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. RSA shall submit the grievance petition to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the grievance petition is complete. The Human Resources Department shall forward a copy of the grievance petition to the appropriate Department Head(s).
- C. Grievance Meeting. Within fifteen (15) working days after submission of the grievance petition, the Department Head, or a designee, and the Employee Relations Division Manager, or a designee, shall meet with RSA to discuss the grievance. No later than fifteen (15) working days thereafter, the Employee Relations Division Manager, or a designee, shall render written decision.
- D. Demand for Arbitration. If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented in writing to the Employee Relations Division Manager or a designee within ten (10) working days after receipt of the decision of the Employee Relations Division Manager, or a designee.

## Section 12. Arbitration

- A. After submission of a demand for arbitration, the parties shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List." Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties. If the parties are unable to agree, then an arbitrator will be selected by the parties alternately striking names from the "Arbitrator Strike List" until one (1) name remains who shall serve as the arbitrator.
- 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 Employee Relations Manager, or a designee, with the employee's department head at least two (2) working days in advance of the hearing date.

- D. Prior to the arbitration hearing, the parties 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 substantive issue(s) 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. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.
- E. All grievances filed by RSA shall be heard and discussed in the grievance procedure up to and including the grievance meeting; no grievance shall be rejected from the grievance procedure. In the event that the County maintains that the issue is not subject to arbitration the issue of arbitrability shall be resolved by an Arbitrator on the Arbitrator Strike List who shall be selected by mutual agreement of the parties but who will not hear the underlying dispute. In the event that the arbitrator finds that the grievance is arbitrable, the parties shall select a different arbitrator to hear the underlying dispute.
- F. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained herein. No arbitrator shall have any power to alter, amend, modify, or change any of the terms of this agreement or shall exceed the authority provided to him by this agreement.
- G. Arbitration proceedings shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- H. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a hearing.
- I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- J. Either the Human Resources Department or RSA may appeal the decision of the arbitrator to the Board of Supervisors within fifteen (15) calendar days of the date of the arbitrator's award. All appeals must include a copy of the award. A copy of the appeal, and all documents submitted to the Board of Supervisors in support thereof, shall be served on the respondent by the appellant at the time the appeal is filed. The respondent shall have ten (10) calendar days from the date of the receipt of the appeal in which to file and serve its written opposition, if any. The Board of Supervisors shall hear and decide the appeal within forty-five (45) calendar days of the date of the appeal. The Clerk of the Board of Supervisors shall give reasonable notice to both parties of the date the matter will be heard by the Board. Both parties

shall be given a minimum of fifteen (15) minutes to present oral argument in favor of their respective positions; however, no additional testimony will be taken.

The Board of Supervisors may either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest. If the Board of Supervisors rejects all or part of the arbitrator's decision, the Board shall state its reasons for rejection in a written decision. The decision of the Board of Supervisors shall be the final step in these administrative procedures. If RSA is dissatisfied with the Board's decision it may bring an action in Superior Court to enforce the MOU.

In the event that neither party appeals within fifteen (15) calendar days of the date of the arbitrator's award, the Arbitrator's Award shall be final and binding on the parties. In the event that Human Resources appeals but the Board of Supervisors does not rule on the appeal within forty-five (45) calendar days of the appeal, the arbitrator's ruling shall be final and binding. In the event that RSA appeals but the Board of Supervisors does not rule on the appeal within forty-five (45) calendar days, RSA will have exhausted its administrative remedies and may bring an action in Superior Court to enforce the MOU.

Unless mutually agreed, proceedings conducted at any step in the grievance-arbitration procedure shall be private except the proceeding before the Board of Supervisors.

#### ARTICLE XIV ANTI-STRIKE CLAUSE

It is hereby agreed that RSA 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 Memorandum of Understanding.

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

#### ARTICLE XV ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first 21 calendar days during which he/she is necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including, for this purpose, the values, successively, of the 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 the temporary disability payments and the



regular compensation, he/she shall continue to accrue sick leave and vacation benefits at the regular rate.

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

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

## ARTICLE XVI 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. For purposes of this procedure, department shall be defined as the smallest business unit of:
  - 1. the administrative staff of an agency; or
  - 2. a department; or
  - 3. a department within an agency; or
  - 4. a district of the County; or
  - 5. a County Service Area
- 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. Seniority shall continue to accrue while an employee is on the layoff list.

### Section 2. Reduction in Force

- A. When it becomes necessary to reduce the work force in a department, the department head shall designate the job classification(s) to be affected, and the

number of employees to be 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 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 effected 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 RSA Public Safety bargaining unit.
- C. Departments are required to notify the Human Resources Department in writing why these candidates are unacceptable before outside candidates will be referred.

### Section 5. Departmental Reinstatement List

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

held regular status, provided the department is allocated any positions of such classification.

- B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
  - 1. The expiration of two (2) years from the date of placement on the list.
  - 2. Failure to report to work within seven (7) 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 his/her department head, in writing, of the employee's current mailing address.
  - 4. Request in writing to be removed from the list.
- D. Status on Reinstatement

Reinstatement is defined as recall by the same department, from a departmental reinstatement list, into a regular position. Upon reinstatement, the employee shall be entitled to:

- 1. Restoration of all sick leave credited to the employee's account on the date of layoff.
- 2. Continuation of seniority.
- 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 employees hours in a step being the same number of hours which the employee had at the time of layoff.

## Section 6. Re-employment

Status on Re-employment. Re-employment 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 re-employed 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 thirty (30) days and not to exceed four hundred eighty (480) full-time hours within a six (6) month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond four hundred eighty (480) full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under Section 5.D.(4) of this Article.

Section 8. The Human Resources Department will provide to RSA each quarter a list of employees by Department, classification, and date of hire.

ARTICLE XVII  
DRESS CODES

The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. Effective the signing of this Agreement, an employee must be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of this Article.

Dress codes that were in effect as of June 23, 1993, shall continue in effect for the term of this Memorandum unless modified in accordance with the following.

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

“Appearance Standard Dress Code – Uniforms”

- The parties agree to establish a labor/management committee to develop a uniform and corresponding policy for group counselor staff.

ARTICLE XVIII  
VOLUNTARY TIME-BANK

Section 1. Any 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 incapacitate the employee for an extended period of time and 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, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for 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. 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 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 not retrievable.

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

1. Any employee may donate vacation, holiday accrual, or administrative leave. Sick leave and compensatory time may be not donated.

2. Donations of vacation, holiday accrual, or administrative leave 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 administrative leave to less than one hundred sixty eights (168) hours.
5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or administrative leave.
6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donor's and recipient's paid leave balances will be made.

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

1. Only the employee for 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 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 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.

Section 2. It is agreed that the use of the holiday bank for donation of time shall be applicable to this Memorandum subject to reopener should it be determined by the County that such use is abused or it is an administrative problem.

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

ARTICLE XX  
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 referred to under Article II, 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 of Article V.
- 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. The "Administrator" means the Health Benefits Officer of the County or a designee.
- B. The "Code" means the Internal Revenue Code of 1986 as from time to time amended, supplemented, or superseded by laws of similar effect.
- C. The "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 Coverages" means those coverages 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 coverages 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 otherwise 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 purposes by an association or union which adopts this Plan through a memorandum of understanding with the County or (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, they shall cease to be a participant. The individual will again become a participant when he/she returns 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 Coverages which are available to the Employee in lieu of salary. Included in the Contributory Coverages 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/her 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 as listed under Appendix A 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 4.1 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 4.1. 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 ninety 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 (i) satisfy the anti-discrimination requirements imposed on this Plan by the Code; (ii) 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 (iii) 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 Coverages for electing Employees or to pay them cash as provided under Section 4.1. The maximum amount of nonelective County contributions available for any Employee shall be the amount as listed on Appendix A, attached hereto, as may be amended from time to time. 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 Coverages 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 4.4, 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 coverages 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.

The County may amend, alter, or change the benefit plans and programs covered by this Plan and may amend or terminate the Plan itself.

## Section 7. Flex Benefits Programs

The County shall contribute \$64.60 per month, on behalf of each employee and each eligible retiree and such employee's and retiree dependents enrolled in one of Riverside County employee medical and hospital plans, toward the payment of premiums for health insurance under the PEMHCA.

The PEMHCA amount payable to eligible retiree's shall increase in accordance with State law on the following schedule:

Commencing Calendar Year 2010	Amount as established by State law.
-------------------------------	-------------------------------------

Effective February 11, 2010, the County shall contribute up to \$407.18 per month, per active employee only, toward the County's Flexible Benefit Program which includes the monthly contribution toward the PEMHCA described above and is to be used toward the eligible cafeteria plans.

For employees hired prior to February 2, 2006, the County offered hospital and medical health insurance coverage and dental is optional. However, one of the options must be taken to receive cash back. The monthly contribution toward the PEMHCA outlined above is not applicable to cash back. Employees hired after February 2, 2006 must select a County sponsored medical plan.

If monies remain after health or health and dental insurance premium deductions, said monies may be taken in cash back to the aggregate total of options selected and cash of \$407.18.

Effective November 15, 2012, the County shall restore the flexible benefit amount to \$635.00 per month and increase the amount to \$712.00 per month toward the eligible cafeteria plans, which includes the contribution towards PEMHCA described above, for every active employee participating in a County sponsored medical plan.

Effective November 14, 2013, the flexible benefit amount shall be increased to \$823.00 per month.

Effective November 13, 2014, the flexible benefit amount shall be increased to \$940.00 per month.

Employees waiving medical coverage shall continue to receive \$407.18 per month effective November 15, 2012, employees waiving medical coverage shall return to receiving \$456.72 per month.

Employees electing not to take hospital and medical health insurance coverage (PEMHCA) must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical coverage shall be received by the Human Resources Department within sixty days from date of hire, and annually during open enrollment.

For part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees after January 11, 1990, the prorated health insurance contribution shall become a prorated cafeteria contribution including the monthly contribution toward PEMHCA under the County of Riverside Flexible Benefits Program on the following basis:

Employees working twenty (20) to twenty nine (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 thirty (30) to thirty nine (39) hours per week, 75% of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee.

## Section 8. Optical Insurance

The County provides an optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit in this Memorandum).

## Section 9. Deferred Compensation

The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to \$8,000 total in any one (calendar year) in accordance with the County's approved Deferred Compensation Plan.

## ARTICLE XXI MODIFIED AGENCY SHOP

(The provisions of this Article are not applicable to Supervising Probation Officers, Supervising Group Supervisor/Instructors, Supervising Correctional Group Supv/Counselors)

Subject to Section 17, Dues Deduction of Employee Groups of the County Employee Relations Resolution, (99-379) upon the voluntary written authorization of representation unit employees, the County shall deduct and remit the RSA biweekly dues for members of RSA.

Current employees in the unit who are now RSA members shall remain RSA members for the period of this Memorandum of Understanding. Employees who are hired after the effective date of this Memorandum, and who are in a job classification within the representation unit of RSA covered by this Memorandum of Understanding, shall within thirty (30) days from the date of commencement of duties, become a member of RSA or pay to RSA a fee in an amount equal to RSA's biweekly dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph One (1), above. Furthermore, employees hired on or after July 3, 1986, who are in a job classification covered by this Memorandum of Understanding, shall, within thirty (30) days from the date of the signing of this Agreement, become a member of RSA or pay to RSA a fee in an amount equal to RSA's biweekly dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph One (1), above.

Dues withheld by the County shall be transmitted to the RSA Officer designated in writing by RSA as the person authorized to receive such funds, at the address specified.

The parties agree that the obligations herein are a condition of continued employment for all unit members. The parties further agree that the failure of any unit member to remain a member in good standing of RSA or pay the equivalent of RSA dues during the term of this Memorandum of Understanding shall constitute, generally, just and reasonable cause for termination. The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

No unit member shall be required to join RSA or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with RSA to satisfy their obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee.

Whenever a unit member shall be delinquent in the payment of dues or fees, RSA shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Employee Relations Manager. In the event the unit member fails to cure said delinquency, RSA shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws and are specifically excluded from the Grievance Procedure or termination Appeal Procedure.

The County shall not deduct monies specifically earmarked for a Political Action Committee or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

RSA shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principle officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security agreement shall be null and void during the period following expiration of this Memorandum of Understanding and prior to entering into a successor agreement containing the same provision for organizational security. Additionally, the organizational security arrangement shall be null and void if rescinded by a vote of employees affected in the unit pursuant to Government Code Section 3502.5(b).

RSA will defend, indemnify and hold harmless the County of Riverside from any loss, liability or cause of action arising out of the operation of this article.

RSA's indemnity obligation is more fully set forth as follows: RSA will defend, indemnify and hold harmless the County of Riverside from any loss, liability or cause of action arising out of the operation of this article. Upon commencement of any such legal action, RSA shall have the right to decide and determine whether any claim, liability, suit or judgement made or brought against the County because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of RSA shall not diminish RSA's indemnification obligations under this Memorandum.

The County, immediately upon receipt of notice of such legal action, shall inform RSA of such action, provide RSA with all information, documents, and assistance necessary for RSA's defense or settlement of such action and fully cooperate with RSA in providing all necessary witnesses, experts and assistance necessary for said defense.



RSA upon its compromise or settlement of such action, shall immediately pay the parties for such action all sums due under such settlement or compromise. RSA, upon final order and judgement of a Court of competent jurisdiction awarding damages to any employee of the County, shall immediately pay to such employee all sums owing under such order and judgement.

The County will require all employees to personally report to the RSA office within ten (10) days of the date of hire so that these employees may be informed of their rights and liabilities under the "Modified Agency Shop" provision of the MOU. The County agrees to immediately provide a current list of all PSU employees who do not have payroll deduction for either RSA dues or agency fees and to update that list on a monthly basis.

ARTICLE XXII  
MAINTENANCE OF MEMBERSHIP  
(Supervisory)

Employees in a Supervisory classification who are members of RSA, shall remain members during the period covered by this Memorandum of Understanding. Such employees may withdraw during the month of April of any year as described below.

Any employee desiring to revoke their authorization for dues shall forward a letter by United States Mail or in person to RSA, setting forth his/her desire to remove said authorization and may include reasons thereof. To be considered, a letter shall be received by RSA on or after April 1st, but no later than the last working day of April. RSA shall promptly forward a stop deduction to County payroll in the manner provided by the County.

Failure to timely notify RSA as described above shall be deemed abandonment of the right to revocation until the next appropriate time period.

Hold Harmless. RSA 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 XXIII  
SEPARABILITY

It is understood and agreed that this Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

ARTICLE XXIV  
PROMOTIONAL PROCEDURE  
DEPUTY PROBATION OFFICER

Section 1. Examination Process

- A. The examination process for Senior Probation Officer, Supervising Probation Officer and Senior Probation Corrections Officer shall include a written examination administered by the Human Resources Department with a weight of 35 points, an oral examination conducted by the Probation Department with a weight of 50 points and an overall evaluation on promotability conducted by the Probation Department with weight of fifteen (15) points which shall be weighted five (5) points for cross department experience; eight (8) points for above average performance evaluations; two (2) points for length of continuous service above the minimum qualifications required for the position. There shall be no pass/fail test scores.
  - i. The Department agrees that should they consider any substantive changes to the promotability portion of the examination process, they will notify RSA in advance of the proposed change.
- B. The Probation Department will compute the final combined, weighted score for the examination process for each candidate, based on the three (3) elements of the process described above. The County shall give out scores to the individual employee applicant upon request.
- C. The County shall make every effort with respect to the written promotional examination to provide source or reference material from which the questions and answers have been derived and shall communicate it to the candidates at the time of the examination announcement.

Section 2. Interview Panel

The interview panel shall consist of departmental and County representatives, one participant selected from outside the Agency and an observer from the County Human Resources Department.

Section 3. Selection

The first selection for each position appointment to be filled shall be made from the top six (6) candidates, (including all persons tied for the sixth position) of those available for the assignment, whichever is greater.

ARTICLE XXV  
BULLETIN BOARDS

Space may be made available to RSA on departmental bulletin boards within representation unit provided such use is reasonable. Notices shall be dated and signed by an RSA representative. The privilege does not extend to the individual members of an organization.

The posting and removal of bulletin board material must be maintained in a timely fashion. The County, through the Employee Relations Manager, reserves the right to suspend or cancel bulletin board privileges for abuse.

ARTICLE XXVI  
LABOR/MANAGEMENT COMMITTEE

The parties agree to form and participate in a Labor Management Committee to discuss issues of mutual concern.

ARTICLE XXVII  
COMPENSATION AND BENEFIT INCREASES

A. Additional Steps.

Two additional Steps shall be added to the top of the salary ranges for all classifications.

- 1) First step effective July 11, 2013
- 2) Second step effective June 12, 2014

B. Deletion of Step One.

The first step added to the bottom of all classifications shall be removed effective July 12, 2012. Any incumbents on step one shall be moved to step two (the new step one) of the salary grade. There shall be no change to the employee's step entry date.

C. Advanced Grade Recognition.

Employees who have been at top step for one year or more as of August 9, 2012, shall receive a one-time advanced recognition payment of \$2,000.00. This payment shall be made to eligible employees no later than September 19, 2012. Employees who are not active at the time of payment are not eligible for the payment provided for herein.

D. Wages.


Cost of Living Adjustments shall be as follows, increasing the minimum and maximum salary ranges for all classifications accordingly, and increasing employee wages as follows:

- 1) 3% effective July 11, 2013
- 2) 2% effective July 10, 2014
- 3) 2% effective July 9, 2015
- 4) 2% effective May 12, 2016

SIGNATURE PAGE

Dated 7<sup>TH</sup> day of SEPTEMBER, 2023.

On behalf of the  
County of Riverside

  
\_\_\_\_\_  
Steven Espinoza  
Assistant Human Resources Director

On behalf of the  
Riverside Sheriffs' Association

  
\_\_\_\_\_  
William Young  
RSA President

**MEMORANDUM OF UNDERSTANDING**

**~~2010-2012~~ - ~~2012~~2016**

**COUNTY OF RIVERSIDE**

**AND**

**RIVERSIDE SHERIFFS' ASSOCIATION, INC.  
PUBLIC SAFETY UNIT**

## TABLE OF CONTENTS

<u>DEFINITIONS</u>	<u>1</u>
<u>ARTICLE I TERM</u>	<u>3</u>
SECTION 1. TERM	3
SECTION 2. LIMITED RE-OPENER – CAREER PATH CHANGES	3
SECTION 3. SUCCESSOR AGREEMENT	3
<u>ARTICLE II RECOGNITION</u>	<u>3</u>
<u>ARTICLE III FULL UNDERSTANDING, MODIFICATION AND WAIVER</u>	<u>4</u>
<u>ARTICLE IV WORKWEEK, OVERTIME AND PREMIUM PAY</u>	<u>5</u>
SECTION 1. WORKWEEK	5
SECTION 2. OVERTIME	5
SECTION 3. PREMIUM PAY	7
<u>ARTICLE V PAY PRACTICES</u>	<u>1244</u>
SECTION 1. STEP ADVANCE	1244
SECTION 2. NEW EMPLOYEES	1443
SECTION 3. RE-EMPLOYMENT	1544
SECTION 4. PROMOTION	1645
SECTION 5. TRANSFER	1645
SECTION 6. DEMOTION	1645
SECTION 7. RECLASSIFICATION	1645
SECTION 8. TEMPORARY PROMOTION	1746
SECTION 9. CONFORMANCE TO PLAN	1746
<u>ARTICLE VI GENERAL PERSONNEL PROVISIONS</u>	<u>1817</u>
SECTION 1. PROBATION	1817
SECTION 2. RETIREMENT	1948
SECTION 3. NON-SMOKING POLICY	2149
SECTION 4. MILEAGE REIMBURSEMENT	2120
SECTION 5. MERIT SYSTEMS/VETERANS PREFERENCE	2220
SECTION 6. ELECTRONIC FUND DEPOSIT OF PAYROLL	2224
<u>ARTICLE VII LEAVE PROVISIONS</u>	<u>2224</u>
SECTION 1. SICK LEAVE	2224
SECTION 2. RETURN TO WORK FOLLOWING INJURY	2423
SECTION 3. BEREAVEMENT LEAVE	2523
SECTION 4. FITNESS FOR DUTY	2523
SECTION 5. AGENCY/DEPARTMENT-LEAVE OF ABSENCE/OFFICIAL LEAVE OF ABSENCE	2624
SECTION 6. MILITARY LEAVE	2725
SECTION 7. JURY DUTY	2725
SECTION 8. AIR POLLUTION EMERGENCY	2726
SECTION 9. ABANDONMENT/AUTOMATIC RESIGNATION	2726
<u>ARTICLE VIII VACATION</u>	<u>2927</u>
<u>ARTICLE IX HOLIDAYS</u>	<u>3028</u>
SECTION 1. PAID HOLIDAYS	3028
<u>ARTICLE X REIMBURSEMENT PROGRAMS</u>	<u>3234</u>
SECTION 1. LIVING QUARTERS, MEALS, OR LAUNDRY SERVICE	3234
SECTION 2. MEALS	3234
SECTION 3. GENERAL PROVISIONS	3234
SECTION 4. MOVING EXPENSES-CURRENT EMPLOYEES	3234
SECTION 5. REIMBURSEMENT FOR EMPLOYEE TRAINING - BOARD POLICY C-7	3234
<u>ARTICLE XI DISCIPLINE, DISMISSAL, AND REVIEW</u>	<u>3332</u>
<u>ARTICLE XII DISCIPLINARY APPEAL PROCEDURE</u>	<u>3433</u>
SECTION 1. GENERAL	3433
SECTION 2. INVOLUNTARY LEAVE OF ABSENCE	3534
SECTION 3. NOTICE OF DISCIPLINARY ACTION	3534
SECTION 4. AMENDED NOTICE OF DISCIPLINARY ACTION	3635
SECTION 5. APPEALS	3635
SECTION 6. WAIVER	3736
SECTION 7. HEARING PROCEDURE - MINOR DISCIPLINE	3736

SECTION 8. HEARING PROCEDURE - MAJOR DISCIPLINE	3837
SECTION 9. EVIDENCE AND PROCEDURES APPLICABLE TO ALL HEARINGS	3938
<b>ARTICLE XIII GRIEVANCE PROCEDURE</b>	<b>4039</b>
SECTION 1. INTENTION	4039
SECTION 2. GRIEVANCE DEFINITION	4039
SECTION 3. FREEDOM FROM REPRISAL	4140
SECTION 4. EMPLOYEE REPRESENTATION	4140
SECTION 5. CONSOLIDATION	4140
SECTION 6. RESOLUTION	4140
SECTION 7. WITHDRAWAL	4241
SECTION 8. TIME LIMITS	4241
SECTION 9. RESUBMISSION	4241
SECTION 10. EXTENSION OF TIME	4241
SECTION 11. STEPS IN THE GRIEVANCE PROCESS	4241
SECTION 12. ARBITRATION	4342
<b>ARTICLE XIV ANTI-STRIKE CLAUSE</b>	<b>4544</b>
<b>ARTICLE XV ON-THE-JOB INJURY OR ILLNESS</b>	<b>4544</b>
<b>ARTICLE XVI LAYOFF AND REINSTATEMENT</b>	<b>4645</b>
SECTION 1. SENIORITY	4645
SECTION 2. REDUCTION IN FORCE	4645
SECTION 3. REASSIGNMENT	4746
SECTION 4. EMPLOYMENT COUNSELING AND REFERRAL	4847
SECTION 5. DEPARTMENTAL REINSTATEMENT LIST	4847
SECTION 6. RE-EMPLOYMENT	4948
SECTION 7. TEMPORARY RECALL	4948
<b>ARTICLE XVII DRESS CODES</b>	<b>5049</b>
<b>ARTICLE XVIII VOLUNTARY TIME-BANK</b>	<b>5049</b>
<b>ARTICLE XIX APPEAL PROCEDURE ACCIDENT REVIEW COMMITTEE</b>	<b>5453</b>
SECTION 1. PROCEDURES	5453
<b>ARTICLE XX FLEXIBLE BENEFIT PROGRAM</b>	<b>5554</b>
SECTION 1. ESTABLISHMENT OF THE PLAN	5554
SECTION 2. DEFINITIONS	5554
SECTION 3. ELIGIBILITY AND PARTICIPATION	5655
SECTION 4. BENEFITS	5655
SECTION 5. RECEIPT OF BENEFITS	5756
SECTION 6. ADMINISTRATIVE PROVISIONS	5857
SECTION 7. FLEX BENEFITS PROGRAMS	5857
SECTION 8. OPTICAL INSURANCE	6059
SECTION 9. DEFERRED COMPENSATION	6059
<b>ARTICLE XXI MODIFIED AGENCY SHOP</b>	<b>6059</b>
<b>ARTICLE XXII MAINTENANCE OF MEMBERSHIP (Supervisory)</b>	<b>6261</b>
<b>ARTICLE XXIII SEPARABILITY</b>	<b>6362</b>
<b>ARTICLE XXIV PROMOTIONAL PROCEDURE DEPUTY PROBATION OFFICER</b>	<b>6362</b>
SECTION 1. EXAMINATION PROCESS	6362
SECTION 2. INTERVIEW PANEL	6362
SECTION 3. SELECTION	6463
<b>ARTICLE XXV BULLETIN BOARDS</b>	<b>6463</b>
<b>ARTICLE XXVI COMPENSATION AND BENEFIT INCREASES</b>	<b>6463</b>
<b>ARTICLE XXVII</b>	<b>Error! Bookmark not defined.64</b>
<b>ADDITIONAL PROVISIONS</b>	<b>Error! Bookmark not defined.64</b>
<b>DEFINITIONS</b>	<b>1</b>
<b>ARTICLE I TERM</b>	<b>3</b>
SECTION 1. TERM	3
SECTION 2. LIMITED RE-OPENER - CAREER PATH CHANGES	3
SECTION 3. SUCCESSOR AGREEMENT	3

<b>ARTICLE II RECOGNITION</b>	<b>3</b>
<b>ARTICLE III FULL UNDERSTANDING, MODIFICATION AND WAIVER</b>	<b>4</b>
<b>ARTICLE IV WORKWEEK, OVERTIME AND PREMIUM PAY</b>	<b>5</b>
SECTION 1. WORKWEEK	5
SECTION 2. OVERTIME	5
SECTION 3. PREMIUM PAY	7
<b>ARTICLE V PAY PRACTICES</b>	<b>11</b>
SECTION 1. STEP ADVANCE	11
SECTION 2. NEW EMPLOYEES	13
SECTION 3. RE-EMPLOYMENT	14
SECTION 4. PROMOTION	15
SECTION 5. TRANSFER	15
SECTION 6. DEMOTION	15
SECTION 7. RECLASSIFICATION	15
SECTION 8. TEMPORARY PROMOTION	16
SECTION 9. CONFORMANCE TO PLAN	16
<b>ARTICLE VI GENERAL PERSONNEL PROVISIONS</b>	<b>17</b>
SECTION 1. PROBATION	17
SECTION 2. RETIREMENT	18
SECTION 3. NON-SMOKING POLICY	19
SECTION 4. MILEAGE REIMBURSEMENT	20
SECTION 5. MERIT SYSTEMS/VETERANS PREFERENCE	20
SECTION 6. ELECTRONIC FUND DEPOSIT OF PAYROLL	21
<b>ARTICLE VII LEAVE PROVISIONS</b>	<b>21</b>
SECTION 1. SICK LEAVE	21
SECTION 2. RETURN TO WORK FOLLOWING INJURY	23
SECTION 3. BEREAVEMENT LEAVE	23
SECTION 4. FITNESS FOR DUTY	23
SECTION 5. AGENCY/DEPARTMENT LEAVE OF ABSENCE/OFFICIAL LEAVE OF ABSENCE	24
SECTION 6. MILITARY LEAVE	25
SECTION 7. JURY DUTY	25
SECTION 8. AIR POLLUTION EMERGENCY	26
SECTION 9. ABANDONMENT/AUTOMATIC RESIGNATION	26
<b>ARTICLE VIII VACATION</b>	<b>27</b>
<b>ARTICLE IX HOLIDAYS</b>	<b>28</b>
SECTION 1. PAID HOLIDAYS	28
<b>ARTICLE X REIMBURSEMENT PROGRAMS</b>	<b>31</b>
SECTION 1. LIVING QUARTERS, MEALS, OR LAUNDRY SERVICE	31
SECTION 2. MEALS	31
SECTION 3. GENERAL PROVISIONS	31
SECTION 4. MOVING EXPENSES - CURRENT EMPLOYEES	31
SECTION 5. REIMBURSEMENT FOR EMPLOYEE TRAINING - BOARD POLICY C-7	31
<b>ARTICLE XI DISCIPLINE, DISMISSAL, AND REVIEW</b>	<b>32</b>
<b>ARTICLE XII DISCIPLINARY APPEAL PROCEDURE</b>	<b>33</b>
SECTION 1. GENERAL	33
SECTION 2. INVOLUNTARY LEAVE OF ABSENCE	34
SECTION 3. NOTICE OF DISCIPLINARY ACTION	34
SECTION 4. AMENDED NOTICE OF DISCIPLINARY ACTION	35
SECTION 5. APPEALS	35
SECTION 6. WAIVER	36
SECTION 7. HEARING PROCEDURE - MINOR DISCIPLINE	36
SECTION 8. HEARING PROCEDURE - MAJOR DISCIPLINE	37
SECTION 9. EVIDENCE AND PROCEDURES APPLICABLE TO ALL HEARINGS	38
<b>ARTICLE XIII GRIEVANCE PROCEDURE</b>	<b>39</b>
SECTION 1. INTENTION	39
SECTION 2. GRIEVANCE DEFINITION	39
SECTION 3. FREEDOM FROM REPRISAL	40



SECTION 4. EMPLOYEE REPRESENTATION	40
SECTION 5. CONSOLIDATION	40
SECTION 6. RESOLUTION	40
SECTION 7. WITHDRAWAL	41
SECTION 8. TIME LIMITS	41
SECTION 9. RESUBMISSION	41
SECTION 10. EXTENSION OF TIME	41
SECTION 11. STEPS IN THE GRIEVANCE PROCESS	41
SECTION 12. ARBITRATION	42
<b>ARTICLE XIV ANTI-STRIKE CLAUSE</b>	<b>44</b>
<b>ARTICLE XV ON THE JOB INJURY OR ILLNESS</b>	<b>44</b>
<b>ARTICLE XVI LAYOFF AND REINSTATEMENT</b>	<b>45</b>
SECTION 1. SENIORITY	45
SECTION 2. REDUCTION IN FORCE	45
SECTION 3. REASSIGNMENT	46
SECTION 4. EMPLOYMENT COUNSELING AND REFERRAL	47
SECTION 5. DEPARTMENTAL REINSTATEMENT LIST	47
SECTION 6. RE-EMPLOYMENT	48
SECTION 7. TEMPORARY RECALL	48
<b>ARTICLE XVII DRESS CODES</b>	<b>49</b>
<b>ARTICLE XVIII VOLUNTARY TIME BANK</b>	<b>49</b>
<b>ARTICLE XIX APPEAL PROCEDURE ACCIDENT REVIEW COMMITTEE</b>	<b>53</b>
SECTION 1. PROCEDURES	53
<b>ARTICLE XX FLEXIBLE BENEFIT PROGRAM</b>	<b>54</b>
SECTION 1. ESTABLISHMENT OF THE PLAN	54
SECTION 2. DEFINITIONS	54
SECTION 3. ELIGIBILITY AND PARTICIPATION	55
SECTION 4. BENEFITS	55
SECTION 5. RECEIPT OF BENEFITS	56
SECTION 6. ADMINISTRATIVE PROVISIONS	57
SECTION 7. FLEX BENEFITS PROGRAMS	57
SECTION 8. OPTICAL INSURANCE	59
SECTION 9. DEFERRED COMPENSATION	59
<b>ARTICLE XXI MODIFIED AGENCY SHOP</b>	<b>59</b>
<b>ARTICLE XXII MAINTENANCE OF MEMBERSHIP (Supervisory)</b>	<b>61</b>
<b>ARTICLE XXIII SEPARABILITY</b>	<b>62</b>
<b>ARTICLE XXIV PROMOTIONAL PROCEDURE DEPUTY PROBATION OFFICER</b>	<b>62</b>
SECTION 1. EXAMINATION PROCESS	62
SECTION 2. INTERVIEW PANEL	62
SECTION 3. SELECTION	63
<b>ARTICLE XXV BULLETIN BOARDS</b>	<b>63</b>
<b>ARTICLE XXVI COMPENSATION AND BENEFIT INCREASES</b>	<b>63</b>
<b>DEFINITIONS</b>	<b>1</b>
<b>ARTICLE I TERM</b>	<b>3</b>
SECTION 1. TERM	3
SECTION 2. SUCCESSOR AGREEMENT	3
<b>ARTICLE II RECOGNITION</b>	<b>3</b>
<b>ARTICLE III FULL UNDERSTANDING, MODIFICATION AND WAIVER</b>	<b>3</b>
<b>ARTICLE IV WORKWEEK, OVERTIME AND PREMIUM PAY</b>	<b>4</b>
SECTION 1. WORKWEEK	4
SECTION 2. OVERTIME	5
SECTION 3. PREMIUM PAY	7
<b>ARTICLE V PAY PRACTICES</b>	<b>10</b>
SECTION 1. STEP ADVANCE	10
SECTION 2. NEW EMPLOYEES	12

SECTION 3. RE-EMPLOYMENT	13
SECTION 4. PROMOTION	14
SECTION 5. TRANSFER	14
SECTION 6. DEMOTION	14
SECTION 7. RECLASSIFICATION	14
SECTION 8. TEMPORARY PROMOTION	15
SECTION 9. CONFORMANCE TO PLAN	15
<b>ARTICLE VI GENERAL PERSONNEL PROVISIONS</b>	<b>16</b>
SECTION 1. PROBATION	16
SECTION 2. RETIREMENT	17
SECTION 3. NON-SMOKING POLICY	18
SECTION 4. MILEAGE REIMBURSEMENT	19
SECTION 5. MERIT SYSTEMS/VETERANS PREFERENCE	19
SECTION 6. ELECTRONIC FUND DEPOSIT OF PAYROLL	19
<b>ARTICLE VII LEAVE PROVISIONS</b>	<b>20</b>
SECTION 1. SICK LEAVE	20
SECTION 2. RETURN TO WORK FOLLOWING INJURY	22
SECTION 3. BEREAVEMENT LEAVE	22
SECTION 4. FITNESS FOR DUTY	22
SECTION 5. AGENCY/DEPARTMENT-LEAVE OF ABSENCE/OFFICIAL LEAVE OF ABSENCE	23
SECTION 6. MILITARY LEAVE	24
SECTION 7. JURY DUTY	24
SECTION 8. AIR POLLUTION EMERGENCY	24
SECTION 9. ABANDONMENT/AUTOMATIC RESIGNATION	25
<b>ARTICLE VIII VACATION</b>	<b>26</b>
<b>ARTICLE IX HOLIDAYS</b>	<b>27</b>
SECTION 1. PAID HOLIDAYS	27
<b>ARTICLE X REIMBURSEMENT PROGRAMS</b>	<b>29</b>
SECTION 1. LIVING QUARTERS, MEALS, OR LAUNDRY SERVICE	29
SECTION 2. MEALS	29
SECTION 3. GENERAL PROVISIONS	29
SECTION 4. MOVING EXPENSES-CURRENT EMPLOYEES	29
SECTION 5. REIMBURSEMENT FOR EMPLOYEE TRAINING - BOARD POLICY C-7	30
<b>ARTICLE XI DISCIPLINE, DISMISSAL, AND REVIEW</b>	<b>30</b>
<b>ARTICLE XII DISCIPLINARY APPEAL PROCEDURE</b>	<b>31</b>
SECTION 1. GENERAL	31
SECTION 2. INVOLUNTARY LEAVE OF ABSENCE	32
SECTION 3. NOTICE OF DISCIPLINARY ACTION	33
SECTION 4. AMENDED NOTICE OF DISCIPLINARY ACTION	33
SECTION 5. APPEALS	33
SECTION 6. WAIVER	34
SECTION 7. HEARING PROCEDURE - MINOR DISCIPLINE	34
SECTION 8. HEARING PROCEDURE - MAJOR DISCIPLINE	35
SECTION 9. EVIDENCE AND PROCEDURES APPLICABLE TO ALL HEARINGS	37
<b>ARTICLE XIII GRIEVANCE PROCEDURE</b>	<b>38</b>
SECTION 1. INTENTION	38
SECTION 2. GRIEVANCE DEFINITION	38
SECTION 3. FREEDOM FROM REPRISAL	38
SECTION 4. EMPLOYEE REPRESENTATION	38
SECTION 5. CONSOLIDATION	39
SECTION 6. RESOLUTION	39
SECTION 7. WITHDRAWAL	39
SECTION 8. TIME LIMITS	39
SECTION 9. RESUBMISSION	39
SECTION 10. EXTENSION OF TIME	39
SECTION 11. STEPS IN THE GRIEVANCE PROCESS	39
SECTION 12. ARBITRATION	40
<b>ARTICLE XIV ANTI-STRIKE CLAUSE</b>	<b>42</b>

<u>ARTICLE XV ON THE JOB INJURY OR ILLNESS</u>	<u>42</u>
<u>ARTICLE XVI LAYOFF AND REINSTATEMENT</u>	<u>43</u>
<u>SECTION 1. SENIORITY</u>	<u>43</u>
<u>SECTION 2. REDUCTION IN FORCE</u>	<u>44</u>
<u>SECTION 3. REASSIGNMENT</u>	<u>45</u>
<u>SECTION 4. EMPLOYMENT COUNSELING AND REFERRAL</u>	<u>45</u>
<u>SECTION 5. DEPARTMENTAL REINSTATEMENT LIST</u>	<u>46</u>
<u>SECTION 6. RE-EMPLOYMENT</u>	<u>47</u>
<u>SECTION 7. TEMPORARY RECALL</u>	<u>47</u>
<u>ARTICLE XVII DRESS CODES</u>	<u>47</u>
<u>ARTICLE XVIII VOLUNTARY TIME-BANK</u>	<u>48</u>
<u>ARTICLE XIX APPEAL PROCEDURE ACCIDENT REVIEW COMMITTEE</u>	<u>51</u>
<u>SECTION 1. PROCEDURES</u>	<u>51</u>
<u>ARTICLE XX FLEXIBLE BENEFIT PROGRAM</u>	<u>52</u>
<u>SECTION 1. ESTABLISHMENT OF THE PLAN</u>	<u>52</u>
<u>SECTION 2. DEFINITIONS</u>	<u>52</u>
<u>SECTION 3. ELIGIBILITY AND PARTICIPATION</u>	<u>53</u>
<u>SECTION 4. BENEFITS</u>	<u>53</u>
<u>SECTION 5. RECEIPT OF BENEFITS</u>	<u>54</u>
<u>SECTION 6. ADMINISTRATIVE PROVISIONS</u>	<u>55</u>
<u>SECTION 7. FLEX BENEFITS PROGRAMS</u>	<u>56</u>
<u>SECTION 8. OPTICAL INSURANCE</u>	<u>57</u>
<u>SECTION 9. DEFERRED COMPENSATION</u>	<u>57</u>
<u>ARTICLE XXI MODIFIED AGENCY SHOP</u>	<u>57</u>
<u>ARTICLE XXII MAINTENANCE OF MEMBERSHIP (Supervisory)</u>	<u>59</u>
<u>ARTICLE XXIII SEPARABILITY</u>	<u>60</u>
<u>ARTICLE XXIV PROMOTIONAL PROCEDURE DEPUTY PROBATION OFFICER</u>	<u>60</u>
<u>SECTION 1. EXAMINATION PROCESS</u>	<u>60</u>
<u>SECTION 2. INTERVIEW PANEL</u>	<u>60</u>
<u>SECTION 3. SELECTION</u>	<u>61</u>
<u>ARTICLE XXV BULLETIN BOARDS</u>	<u>61</u>
<u>ARTICLE XXVI MANDATORY FURLOUGH</u>	<u>61</u>
<u>ARTICLE XXVII COMPENSATION AND BENEFIT INCREASES</u>	<u>61</u>

## DEFINITIONS

Arbitration Third Step meeting in the Grievance Process; grievance heard by an outside neutral third party (Arbitrator).

Anniversary date shall mean the date upon which a step advance in salary becomes effective under provisions of this Memorandum.

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 handicap, marital status, pregnancy, or other protected classification.

Employees shall mean all persons employed by the County of Riverside or the Riverside County Flood Control and Water Conservation District, other than officers.

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

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

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 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.

Probationary employee means a regular or seasonal employee who has not completed the initial probationary period as designated in this Memorandum, 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

Memorandum, in a paid status in a position to which they have been promoted, transferred or demoted following completion of the initial probationary period.

Promotion shall mean a change of employment without intervening loss of working days from a position allocated to a given salary range 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 employee means a holder of a regular position.

Regular position means a position established pursuant to Ordinance #440 on an ongoing basis, as distinct from a seasonal or temporary position.

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

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

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 their normal working shift. It does not include Saturday or Sunday, or equivalent normal days off for persons regularly employed on other than the usual working week basis of Monday through Friday.

ARTICLE 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 Sheriffs' Association, Inc. (hereinafter referred to as RSA) as the Exclusive Employee Organization for employees in the representation unit described under Article 2, Recognition. The RSA Public Safety Unit (PSU) MOU will be in full force ~~from the date of ratification by the PSU membership and adoption of the Board of Supervisors, whichever is later as of July 3, 2012,~~ until June 30, ~~2012~~2016.

Section 2. Limited Re-Opener – Career Path Changes

RSA and the County agree to meet and confer with regard to changes to the career path(s) for all classifications (excluding Senior Group Supervisor/Instructor-Culinary Arts and Senior Group Supervisor/Instructor-Industrial Arts) covered by this MOU. This meet and confer shall commence no later than ninety (90) days from the adoption of this MOU by the Board of Supervisors.

Section ~~23~~. Successor Agreement

In the event RSA desires to negotiate a successor Memorandum of Understanding, RSA shall serve on the County during the period of one hundred twenty (120) days to ninety (90) days prior to the expiration of this MOU, its written request to commence negotiations for such successor MOU.

ARTICLE II  
RECOGNITION

This Memorandum of Understanding shall apply only to persons employed as Regular full-time or Regular part-time within the Public Safety Unit:

52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer
52874	Senior Group Supervisor/Instructor-Culinary Arts
52875	Senior Group Supervisor/Instructor-Industrial Arts
52813	Supervising Group Supervisor/Instructor
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

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 said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside ~~(Res. No. 99-379)~~.

ARTICLE III  
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

Except as modified herein or as otherwise required by law, existing wages, hours and other terms and conditions of employment set forth in the County Salary Ordinance and related resolutions and regulations shall continue in effect. The terms used in this Memorandum 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 Memorandum of Understanding 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 RSA 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 RSA 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 RSA 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 Memorandum of Understanding.
- 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  
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

Work-Period. The normal work period shall be ten (10) working days of eight (8) hours each. 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 eighty (80) hours after giving one pay period written notice to the representative, if any, of the employees affected.

- A. The parties agree that the County shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule assignments during the remaining term of this agreement.

Section 2. Overtime

During these informal discussions, RSA brought to the Department's attention a concern regarding the use of flex time and the compensation of overtime. The Department is committed to reviewing the issue and addressing it as soon as practicable and agrees to meet and discuss any resolution or changes prior to implementation.

- A.1. Overtime Work Defined. Overtime work is authorized work in excess of eighty (80) hours in a work period, or 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.
- A.2. Supervising Probation Officer - Overtime. Any Supervising Probation Officer assigned to a Probation Department Institution shall be entitled to time and one-half for all hours of non-scheduled overtime worked if such employee actually works in excess of five (5) hours of unscheduled overtime in any pay period; provided, however, if the employee works less than five (5) hours unscheduled overtime, employee shall be paid at the straight time rate for hours actually worked.
- B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the department head or a designated subordinate. It shall not exceed sixteen (16) hours in any work period for any employee without prior approval of the County Executive Officer, except in case of public emergency or calamity or immediate hazard to life or property.

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

- 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, 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. Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit after forty (40) hours may at the election of the employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated overtime credit of one hundred twenty (120) hours or less may be taken in compensatory time off, subject to management approval, and this method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of one hundred (120) hours or less may be paid for. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid for. Overtime caused by duly authorized continuing and regular work periods longer than eighty (80) hours, or by seasonal overtime work, if authorized by the County Executive Officer in advance, shall be currently paid for.
- 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 the 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 Human Resources Director and County Counsel shall determine which classes of positions are exempt from the Fair Labor Standards Act.

- H. 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 Memorandum, the following provisions shall apply:

1. Any Officer, in order to perform the work of the 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, current employees at hourly rates equivalent to their current compensation basis.
3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this Memorandum 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 who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

### Section 3. Premium Pay

- A. Standby Professional Call Duty. Unless otherwise specifically provided, 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. 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.
- B. 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 he/she is in a standby or professional call duty status, shall receive minimum credit for one hours' work.
- C. After Hours Call-Outs. ~~After Hours call-outs~~ – Any employee, who is called in for duty outside of their normal duty hours, whether or not they are on-call, shall receive compensation beginning at the time they receive the phone call, regardless of whether they must don uniform or personal safety equipment at their home. At the completion of their call-out assignment, employees will continue to be compensated until they return to their duty station in order to unload their vehicles and doff their uniforms and personal safety equipment. Employees will not be compensated for their time spent commuting from their duty station to their residence.

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

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

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

~~D.E.~~ Shift Differential

1. Applicability of Shift Differentials. Shift differentials do not apply to vacation, sick leave, holiday pay, professional call or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Field Services employees (i.e. all employee NOT working in the Probation Department Institutions) who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.
2. Evening Shift. County employees who perform work between the hours of 3:00 p.m. and 11:00 p.m., shall be paid a night differential of 0.60¢ per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.
3. Night Shift. County employees 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.

~~E.~~ F. Bilingual Pay

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 requires use of a second language at least five (5) 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 (\$0.50 per hour actually worked)

Level 2: \$60 per pay period (\$0.75 per hour actually worked)

Level 3: \$80 per pay period (\$1.00 per hour actually worked)

### 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

### 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.

Payments for employees will be pro-rated based on the actual hours worked. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.

- ~~1. Each employee, who has qualified for bilingual compensation under this subsection shall receive additional compensation of 0.25¢ per hour for Class 1 and 0.50¢ per hour for Class 2 for hours actually worked (excluding absences in a paid or unpaid status).~~
- ~~2. For Class 1, an employee must perform bilingual translation as a part of their job function and regular duties at least ten percent (10%) of the time. An employee must be designated by the appointing authority.~~
- ~~3. For Class 2, an employee must perform bilingual translation before an officially convened court, appeals board, commission or hearing body in addition to their regular duties, or must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an eighty (80) hour biweekly pay period. The fifty (50%) usage requirement shall mean the actual time spent conversing, writing or translating in a second language. An employee must perform bilingual translation as a requirement of the job. An employee must be designated by the appointing authority.~~
- ~~4. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.~~
- ~~5. Upon approval by the Human Resources Director, the employee shall be authorized to receive bilingual compensation starting with the next pay period.~~
- ~~6. When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the department head shall terminate the bilingual compensation by written notice to the Human Resources Director. The Human Resources Director may also terminate the bilingual compensation if he/she makes a like determination, and shall notify the department head. In either case, the department head shall notify the employee.~~
- ~~7. The Human Resources Director may designate an employee in the Human Resources Department or other County department to perform bilingual skills for other County departments and districts where there is no one available in the requesting department.~~

~~F. Implementation of New Payroll System. RSA understands and agrees that the County may implement a new payroll system which will be date based, as opposed to hour based. The County agrees to provide as much advanced notice as practicable so that concerns RSA may have over problems associated with the system's implementation can be discussed.~~

~~1. On or about March 7, 2001, the County will implement People-Soft, a new payroll, accounting, budgeting system. Changes related to People-Soft include:~~

~~a. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service rather than hours, i.e. one thousand forty (1040) hours shall become six (6) months and two thousand eighty (2080) hours shall become one (1) year.~~

~~b. Leave accruals, i.e. sick leave, vacation pay, will continue to accrue on a daily basis and 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 will be granted even though the employee is in a paid status for only one day during the pay period, i.e. flexible credit allowance.~~

~~d. On or about March 7, 2001, the pay date will change from the "second Friday following the end of the pay period" to the "second Wednesday following the end of the pay period." There shall be no change in an employee's biweekly pay as a result of this change in payday.~~

~~Prior to the pay date change, on a one-time basis, employees may request a pay advance. The pay advance will be given on March 2, 2001 (the regular pay date) and will be equal to an employee's net pay from the previous pay period. This amount will be repayable in twenty five percent (25%) increments over the next four (4) pay periods, beginning with pay date March 7, 2001. Employees must agree to the repayment arrangements as stipulated by the Auditor-Controller's Office.~~

G.E. Extradition Pay. Employees assigned to extradite prisoners to or from another jurisdiction shall be paid:

1. for all hours spent with the prisoner in their custody;
2. for waiting time, 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;

3. 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:
  - a. 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;
  - b. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and meal time; or
  - c. during their regular working hours, even on a day when the Deputy Probation Officer 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 Deputy Probation Officer shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
4. 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.
5. the above extradition pay must be paid in a manner and time period consistent with regular county pay practices.

ARTICLE V  
PAY PRACTICES

~~NOTE: Step (merit) increases shall remain frozen for the duration of the agreement.~~

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

Section 1. Step Advance

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

~~B. For employees appointed prior to January 9, 1992:~~

~~The first anniversary date shall be the first day of the pay period following the completion of one thousand forty (1040) hours (approximately six (6) months) in a paid status in the position as a result of original appointment, or as the result of 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 two thousand eighty (2080) hours (approximately 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 two thousand eighty (2080) hours (approximately one (1) year) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.~~

~~C. Employees appointed on or after January 9, 1992:~~

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 two thousand eighty (2080) hours (approximately one (1) year) 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 one thousand forty (1040) hours (approximately six (6) months) in a paid status in the position not including overtime.

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

The second anniversary date shall be the first day of the pay period following the completion of an additional two thousand eighty (2080) hours (approximately one (1) year) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

~~D.C.~~ The provisions of this section shall be subject to other specific provisions of this Memorandum concerning change of anniversary dates.

E.D. 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 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 therefore. The department head may disallow a step increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee. 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, 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 only on the affirmative decision of the department head, which shall be made only on the basis of continued satisfactory performance in the position.

F.E. With the same procedures as in the foregoing Subsection, on the first day of the pay period following the completion of one thousand forty (1040) hours in a paid status, not including overtime, the salary of a seasonal employee shall be increased. On the first day of the pay period following the completion of an additional two thousand eighty (2080) hours in a paid status, not including overtime, employee's salary may again be increased, and thereafter in like intervals. The hours in a paid status need not be continuous, provided no interval of more than one year shall occur when the employee is in an unpaid status.

F. 1. Effective July 12, 2012, anniversary salary increases shall be to the rate of the next higher step.

2. Effective July 10, 2014, every anniversary salary increase shall be to the rate of the second next higher step, except from the eighth (8<sup>th</sup>) step and thereafter, it shall be to the next higher step.

3. Employees whose anniversary date fell between February 1, 2012, and July 11, 2012, who did not receive a merit increase due to the freeze shall receive a one-step increment effective July 12, 2012. Their anniversary date shall be set to the date the increment is received.

G.

## Section 2. New Employees

~~A. Except as otherwise provided by this Memorandum a new employee shall be appointed at the first step of the salary range. Two (2) additional steps shall be added to the bottom of all ranges, which shall be Step A (5.4% less than Step 1) and Step B (2.7% less than Step 1). These steps shall only apply to entry-level new hires. These steps shall only apply to entry-level new hires employed after the date of ratification by the PSU members and adoption by resolution of the Board of Supervisors. The department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any step within the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed. 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 range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in~~

~~the same class 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 which is not less than one thousand forty (1040) hours in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, their anniversary date shall not change unless it would occur more than one thousand forty (1040) hours in paid status thereafter, in which event, it shall be the first day of the pay period which is not less than one thousand forty (1040) hours, excluding overtime, in a paid status thereafter.~~

B.A. Except as otherwise provided by this Memorandum, a new employee appointed on or after June 25, 1992, shall be appointed at the first step of the salary range. The department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any step within the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed. 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 range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class 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 which is not less than 2080 hours 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.

### Section 3. Re-employment

- 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 of position which he/she previously occupied, at the same step of the salary range as the step applicable at the time of his termination, provided they were terminated in good standing.
- B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this Memorandum.
- C. Whenever a former regular employee is or has been re-employed within three months after termination he/she 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, not exceeding the amount thereof which was lost at the time of termination, and his/her anniversary date for step advance may be expressly fixed, subject to other provisions of this Memorandum 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. Re-employment 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 re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the State Employees Retirement Act 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 one hundred twenty (120) working days or nine hundred sixty (960) hours in any calendar 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, nor 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 4. Promotion

On promotion, the salary shall be at a rate on the new salary range which is 2 steps higher, or immediately greater than two (2) steps higher, than that paid on the range for the former position where the new range 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.

#### Section 5. Transfer

On transfer, the salary shall be the same as that paid previously. The anniversary date shall not change.

#### Section 6. 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 two thousand eighty (2080) hours 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 7. 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 the rate which is two (2) steps higher, or immediately greater than two (2) steps higher, than that paid on the range of the former position, where the new range is able to accommodate the increase.
- C. 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 one thousand forty (1040) hours (approximately six (6) months) in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional two thousand eighty (2080) hours (approximately one (1) year) in a paid status.
- D. 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.
- E. The effective date of a reclassification shall coincide with the first ~~working~~ day of a pay period.

#### Section 8. Temporary Promotion

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

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 redetermined as if the temporary promotion had not occurred. Any step increases which would have been due in their regular position shall be allowed.

#### Section 9. Conformance to Plan

No regular employee shall be assigned to exercise the powers or perform the duties of any classification other than their own classification for an accumulated period of four hundred eighty (480) hours or more during any one 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 VI  
GENERAL PERSONNEL PROVISIONS

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

Section 1. Probation

- A. Initial Probationary Status. Each regular and seasonal 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, on-call or military leave of absence. A regular or temporary employee who has not completed the initial probationary period serves at the pleasure of the department head and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this Memorandum.

- B. Length of Initial Probation The length of the initial probationary period is two thousand eighty (2080) hours (approximately twelve (12) months).
- 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.

The initial probationary period may be extended in five hundred twenty (520) hour increments up to two (2) times. A one thousand forty (1040) hour initial probationary period may be extended once to one thousand five hundred sixty (1560) hours or twice to a total of two thousand eighty (2080) hours. A two thousand eighty (2080) hour initial probationary period may be extended once to two thousand six hundred (2600) hours or twice to three thousand one hundred twenty (3120) hours. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

- D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new one thousand forty (1040) hour initial probationary period following such promotion, demotion, or transfer. If the class to which the employee voluntarily promotes, demotes, or transfers requires two thousand eighty (2080) hours initial probation, the employee will serve a new two thousand eighty (2080) hour initial probationary period. The one thousand forty (1040) or two thousand eighty (2080) hours required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the

employee in the position from which he/she voluntarily promoted, demoted, or transferred.

- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first ~~one thousand forty~~ two thousand eighty (10402,080) hours of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be redetermined 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. An employee returned to a previously held classification in accordance with this provision is not entitled to the review procedure provided for in this Memorandum.
- 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 or marriage. Whether by blood or marriage shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to position(s) which the employee is eligible and selected to fill. The promotion, transfer or voluntary demotion must be accomplished by the employee within one thousand forty (1040) (approx. six (6) months) working hours.

## Section 2. Retirement

The following classifications:

<u>Class Code</u>	<u>Title</u>
52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer
52874	Senior Group Supv/Instructor-Culinary Arts
52875	Senior Group Supv/Instructor-Industrial Arts
52813	Supervising Group Supervisor/Instructor
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer



shall be entitled to enroll in the PERS Safety Retirement System effective as soon as possible.

Public Employee's Retirement System (PERS) Contributions. Employees in the Public Safety Unit hired after January 9, 1992, shall pay the employees' contribution to PERS for the first five (5) years (10,400 hours) of continuous service. ~~Commencing the sixth year of continuous service, the County shall pay the employees share of the contribution. Continuous service shall mean the continuing service of a regular or seasonal employee in a continuing payroll status, without interruption, except for authorized leave of absence.~~

A. Retirement Formulas.

1. Tier I – 3% @ 50. Employees in job classifications designated as Safety by CalPERS hired on or after July 1, 2001, and on or before July 3, 2012, shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21362.2 of the Public Employees Retirement Law (3% at age 50)

2. Tier II – 2% @ 50. Employees in job classifications designated as Safety by CalPERS hired after July 3, 2012, shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21362 of the Public Employees Retirement Law (2% at age 50) and shall not exceed ninety percent (90%) of final compensation.

Retirement Calculations.

~~A. For Service On or after July 1, 2001.~~ The percentage of final compensation to be provide for each year of credited prior and current service for Safety Members of the RSA shall be determined in accordance with Section 21362.2 of the Public Employees Retirement Law (3% at age 50).

~~B. Single Highest Year.~~ The provisions of Section 20042 of the Public Employees Retirement Law (Single Highest Year) shall apply to safety employee members.

B. Retirement Calculations

i. Tier 1 - Single Highest Year. The provisions of Section 20042 of the Public Employees Retirement Law (Single Highest Year) shall apply to safety employee members hired on or before July 3, 2012, and shall not exceed ninety percent (90%) of final compensation.

ii. Tier 2 Members – Three (3) Highest Year Average. Employees in job classifications designated as Safety by CalPERS hired on or after July 3, 2012, the provision of Section 20037 of the Public Employees' Retirement Law (three (3) consecutive years of employment) shall apply to safety employee members and shall not exceed ninety percent (90%) of final compensation.

C. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of 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 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.

D. Employer Paid Member Contributions (EPMC)

Employees currently paying the employee contribution will continue to pay the employee contribution for the duration of employment.

Employees who are not currently paying the employee contribution will pay the EPMC as follows:

- 3% effective 7/12/2012
- Additional 3% effective July 11, 2013
- Additional 3% effective July 10, 2014

G.

Section 3. 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 seventy five percent (75%) 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, restrooms, 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 Disciplinary Procedure up to and including discharge.

Section 4. 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.

#### Section 5. Merit Systems/Veterans Preference

The Human Resources Administration under this Memorandum 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 his/her department by this Memorandum 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 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 6. 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 first class mail. The Statement of Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior to the electronic deposit.

Statement of Earnings will be mailed to the last known address on file with the Human Resources Department. It shall be the responsibility of the employee to update their address of record with the Human Resources Department as required.

RSA understands and agrees that the County may transition from hard-copy Statement of Earnings (pay stubs) to electronic pay stubs. The County agrees to provide as much advanced notice as practicable so that concerns RSA may have over problems associated with this transition can be discussed.

#### Section 7. Active Employee Badges

The County agrees to add the phrase "Peace Officer – PC 830.5" (or the applicable Penal Code section) to the identification badge issued to active employees.

### ARTICLE VII LEAVE PROVISIONS

#### Section 1. Sick Leave

##### A. Accrual

Every regular employee shall accrue sick leave pay on a daily basis and computed at the rate of 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.
2. A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.
3. Sick leave shall accrue at all times when the employee is in a paid status.
4. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum 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.
5. 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 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 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. Proof of Illness**

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

health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.

- a. Employees on a medical certification program shall have their sick leave usage reviewed at least annually. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence.
  - b. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with B.1 of this section.
  - c. 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 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, parent, brother, or sister of the employee.
- E. Payout for Sick Leave. Upon 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 (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 nine hundred sixty (960) hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

## Section 2. Return to Work Following Injury

Employees experiencing an injury resulting in time lost from work shall be returned to duty upon receipt of a medical certification indicating they are able to return to work in an unrestricted capacity.

If the employee provides a restricted return to work certificate from the appropriate medical provider then the employee may be assigned to a modified position identified by the Department. Such assignment can only be made when a modified position is available in the Department and the indicated restrictions do not prevent the employee from fulfilling all the duties of the modified position.

Nothing herein shall be considered a waiver by the Association of any rights employees have under federal or state law.

### Section 3. Bereavement Leave

The County agrees to allow up to five days of leave, three of which will be paid and the additional two days to be deducted from the employees' sick 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, 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

RSA and the County agree to meet and confer for the limited purpose of improvements to the current fitness for duty provisions. This meet and confer process shall commence no later than one (1) year from the date of adoption of this MOU by the Board of Supervisors. If the meet and confer process does not result in an agreement, the existing MOU language shall remain in full force and effect.

When the Department Head or designee orders an employee off work due to an asserted illness, the employee may either:

1. Elect to be absent from work because of the illness;
2. Request, at County expense, to be referred to a County designated health care provider or to obtain a certificate stating 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.
3. Be examined by a physician or other person legally authorized to provide health care services of the employee's choosing, in the specialty designated by the County Employee Health Medical Director, to obtain a certificate stating 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.

If the employee is ordered off work due to an asserted illness there shall be an entitlement to utilize sick leave benefits and to receive full pay. In the event an employee has no accrued sick leave balance, the employee may utilize vacation, compensatory time, or holiday benefits with full pay or receive a leave of absence without pay, in accordance with the provisions of this Agreement and Department policy.

Should the health care provider determine that the employee was able to work during the shift from which they were ordered off work, the employee shall not be charged with such absence and shall receive full pay for that shift.

## Section 5. Agency/Department-Leave of Absence/Official Leave of Absence

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. Pregnancy;
  - C. To take a course of study which will increase the employee's usefulness on return to the County; or
  - D. Personal reasons acceptable to the authority whose approval is required;
1. Agency/department leave of absence. Agency/department leave of absence up to 160 hours in any one calendar year period may be granted to any employee by the agency/department head. Such leave shall be reported as 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 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.

2. Official leave of absence. A regular employee may request an Official leave of absence exceeding one hundred sixty (160) hours, but not exceeding one (1) year (two thousand eighty (2080) 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 head, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

Such leave may be extended upon further written request containing justification therefore, such request for extension is to be processed in the same manner as the original request. In the case of a request for an

extension due to illness or disability, updated information of the same kind submitted for the original request will be required.

Nothing herein shall prevent the earlier return to duty by the employee, except the agency/department 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 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.

#### Section 6. Military Leave

Absences on account of military duty are governed by provisions of the Military and Veterans Code.

#### Section 7. 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.

#### Section 8. Air Pollution Emergency

An employee unable to work on a regularly scheduled work day due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless the employee chooses to use accumulated overtime credit, sick leave credit, vacation credit or holiday leave credit for the period of time off work due to the emergency.

#### Section 9. 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 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 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 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, reinstatement may be granted only if the employee makes a satisfactory explanation to a Mediator from the State of California Mediation and Conciliation Service for the absence and/or the failure to obtain an approved leave of absence, and the Mediator 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 person assigned by the State Conciliation Service. The conciliator's decision may be verbal or in writing. The decision of the State Conciliation Service 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 may also have a non-attorney representative. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
  3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator or mutually agreed upon impartial party may consult with witnesses informally and otherwise investigate the controversy.
  4. The judgment of the conciliator 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 judgement may be rendered.
  5. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
  6. All costs for the service of the conciliator, 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 the employee.

ARTICLE VIII  
VACATION

- A. Subject to the limitations and exemptions of this section, every regular employee 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:

Zero (0) through three (3) years (zero (0) through six thousand two hundred forty (6,240) hours) in a payroll status, eighty (80) hours each year;

years four (4) through nine (9) (six thousand two hundred forty eight (6,248) through eighteen thousand seven hundred and twenty hours (18,720) hours) in a payroll status, one hundred twenty (120) hours each year;

years ten (10) or more (eighteen thousand seven hundred twenty eight (18,728) hours or more) in a payroll status one hundred sixty (160) hours each year.

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than a maximum of six hundred forty (640) hours, 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.

Upon the written request of a department head showing reasonable necessity and good cause, submitted prior to the accumulation of the maximum vacation entitlement, the Board of Supervisors may by order temporarily enlarge for a specific employee the maximum accumulation, by extending the period of additional vacation accrual for not more than three 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 Memorandum. 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 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 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 Memorandum 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.

G. Temporary Vacation Bank Increases: Effective the first full pay period in July 2013 (16/-13), the County shall add an additional two (2) hours per pay period (based on standard accrual rules) to the vacation banks of all bargaining unit employees to a maximum of 104 hours. This clause shall expire on the first pay period in July of 2015 (16-/15), at which time the future vacation time accruals shall revert to the pervious bi-weekly amount, as provided in the 2010-2011 RSA PSU MOU.

The vacation maximum accrual shall be increased by 104 hours to accommodate the additional hours.

## ARTICLE IX 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, Dr. Martin Luther King, Jr.'s Birthday

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 the holiday.
- F. Regular or seasonal employees covered under the provisions of this Memorandum who are regularly scheduled to 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:

1. Compensatory time off not to exceed eight (8) hours for such holiday or;
2. Be paid for the holiday at the regular rate of pay not to exceed eight (8) hours.

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 judgement, 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.

- G. A regular part-time employee shall only receive holiday pay for the holiday or portion thereof which coincides with their regularly scheduled working hours.
- 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.
- I. Accumulated holiday credit earned at the expiration of each prescribed pay period upon election of the employee may be accumulated to their accumulated holiday credit up to 80 hours or be paid to the employee by County Warrant.

ARTICLE X  
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. 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 4. Moving Expenses-Current Employees

Upon the written request of a department head, with the written approval of the County Executive Officer, the Board of Supervisors may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the change, shall be subject to such reasonable conditions as the Board may require, shall specify the maximum amount authorized and shall not be granted more than once in any one 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 5. Reimbursement for Employee Training - Board Policy C-7

It shall be the policy of the Board of Supervisors that an employee may be reimbursed the actual cost of tuition or registration fees upon successful completion of a course offered by an institution of higher learning, training facility, or following attendance of a workshop, seminar or institute, providing that such training is designed to improve the employee's effectiveness in performing his or her assigned duties.

Subject to the availability of funds, reimbursement for such training may be authorized as follows:

- A. By the department head
  - 1. When the tuition or registration fee is \$500.00 or less.
  - 2. When the cost of training, in any amount, is reimbursed from funds administered by State or Federal agencies.
- B. By the Human Resources Department and Administrative Office
  - 1. When the tuition or registered fee is more than five hundred dollars (\$500.00) (for all training except referred to in A(2) above).
  - 2. Such approval shall be obtained prior to the commencement of the training.

Reimbursement for travel expenses associated with employee training shall be authorized in accordance with Division 3 of the County's Code of Administrative Regulations.

## ARTICLE XI DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has completed an initial probationary period, and any extension, has permanent status. No employee with permanent status shall be disciplined or discharged without good cause.

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 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 Anti-Violence in the Workplace Policy; and,
- Q. Violation of the County's Harassment Policy.

Section 3. Suspension of an employee shall not be for more than forty (40) working days.

Section 4. 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, but not to exceed thirteen (13) pay periods.

Section 5. By resolution, the Board of Supervisors shall provide a procedure whereby the involuntary dismissal, demotion, reduction in compensation, or suspension of an employee, shall at the employee's request, be reviewed to determine whether such action was justified and should be upheld. The procedure shall include the right, after notice, to a hearing before a designated body or officer having power to affirm, revoke or modify the action reviewed.

## ARTICLE XII 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. Whenever there is an interrogation of an employee where the significant purpose is to investigate facts to support disciplinary action there is a right for the employee to be represented.

- A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or 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. Department, for purpose of this procedure, shall be defined as an agency, department, or district of the County which is set out in a separate section of Ordinance No. 440.
- D. The Employee Relations Manager 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 Employee Relations Manager may be exercised by a designated subordinate.

## Section 2. Involuntary Leave of Absence

Pending investigation by the department head of accusation against an employee alleging employee misconduct, covered under Article XI of this Memorandum, the department head 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 department head is unable to complete the investigation within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days. In such cases, and except for good cause as solely determined by the department head, the department head will notify the employee as to what specific allegations are being investigated. The Union will also be notified as to the extension only. 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 department head may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County's best interest. Except for investigations of employment related issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

The 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, if applicable, home 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) 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. 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 4. Amended Notice of Disciplinary Action

- A. At any time before an employee's appeal is submitted to the Conciliator or Arbitrator for decision, the department head may, with the consent of the Employee Relations Manager, serve on the employee and file with the Employee Relations Manager 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. 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 Employee Relations Manager 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 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.

#### Section 7. Hearing Procedure - Minor Discipline

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand, the appeal shall be determined under the following provisions:
1. Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the parties. The conciliator's decision may be verbal or in writing. The conciliator'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 testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
  3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator may consult with witnesses informally and otherwise investigate the controversy.
  4. The conciliator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
  5. The judgment of the conciliator 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 judgement may be rendered.
  6. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
  7. All costs for the service of the conciliator, 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 the employee.



## Section 8. Hearing Procedure - Major Discipline

- A. Appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary shall be heard by an arbitrator.
- B. The parties shall maintain a jointly negotiated list of no fewer than seven nor more than eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from RSA and the County shall meet to establish the list of up to eleven Arbitrators.
- C. The hearing shall be set by the Employee Relations Manager, or designee, and employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- D. The employee and the department head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee may be represented only by the exclusive employee organization.
- E. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the officer or employee. The Employee Relations Manager shall arrange for the production of any relevant County record. The arbitrator is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the department head may, at their own expense, provide a reporter for the hearing.
- G. The expenses of the arbitrator and transcripts, if required, shall be shared equally by the 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 disciplinary hearing.
- H. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. Within 21 days following the submission of the appeal, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The

decision of the arbitrator shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.

1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Memorandum but, rather, shall interpret and apply its terms.
2. If the arbitrator 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 restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.
5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.
6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.
7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.

#### Section 9. Evidence And Procedures Applicable to All Hearings

- A. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.a. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.

- C. Irrelevant and unduly repetitious evidence shall be excluded.
- D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- E. Oral evidence shall be taken only on oath or affirmation.
- F. Employees not testifying in their behalf may be called and examined as on cross-examination.
- G. The employee and the Department Head shall have these rights:
  - 1. To call and examine witnesses;
  - 2. To introduce exhibits;
  - 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
  - 4. To impeach any witness regardless of which party first called the witness to testify; and
  - 5. To rebut any derogatory evidence.
- H. The hearing shall be a private proceeding among the County, the employee and the employee organization.

ARTICLE XIII  
GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

Section 1. Intention

It is the intent of this procedure that grievances be settled at the lowest possible administrative level.

Section 2. Grievance Definition

Except as outlined below, a “grievance” is a dispute – the solution of which is wholly or partially within the province of the County to rectify – that involves the interpretation or application of the MOU; or existing (a) Ordinances, (b) rules, (c) regulations, or (d) policies

concerning wages, hours, and other terms and conditions of employment. Where a grievance affects more than one employee, RSA may file a grievance by identifying the affected employees, either by name or some other method that makes their identity clear. A grievance does NOT include:

- A. Matters reviewable under some other County administrative procedure;
- B. Matters for which the solution 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. Matters involving the termination of a probationary, seasonal or temporary employee;
- D. Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension or any other action taken for disciplinary reasons against a permanent employee, pursuant to the provisions of Article XII; and,
- E. Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory (or competent) or better or (2) with respect to employees in their initial probationary period.

### Section 3. Freedom From Reprisal

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

### Section 4. Employee Representation

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure. An employee who is a member of RSA may only be represented by RSA.

Reasonable access to work areas by representatives of RSA shall be in accordance with Section 20 of the Employee Relations Resolution. The grievant(s) 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(s) 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. 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 settled at any point during the grievance-arbitration procedure shall be final and binding on the parties to the settlement.

#### Section 7. Withdrawal

Any grievance petition may be withdrawn by filing party 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 RSA 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 RSA, 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 may be extended by written consent of the parties.

#### Section 11. Steps in the Grievance Process

The following procedure shall be followed:

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee(s), or the employee's representative, 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(s) or the Supervisor. Grievances filed by RSA 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 the occurrence of the circumstances giving rise to the grievance, or within fifteen (15) days of the discovery of the circumstances giving rise to the grievance, or when those circumstances reasonably should have been discovered, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. RSA shall submit the grievance petition to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the grievance petition is complete. The Human Resources Department shall forward a copy of the grievance petition to the appropriate Department Head(s).

- C. Grievance Meeting. Within fifteen (15) working days after submission of the grievance petition, the Department Head, or a designee, and the Employee Relations Division Manager, or a designee, shall meet with RSA to discuss the grievance. No later than fifteen (15) working days thereafter, the Employee Relations Division Manager, or a designee, shall render written decision.
- D. Demand for Arbitration. If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented in writing to the Employee Relations Division Manager or a designee within ten (10) working days after receipt of the decision of the Employee Relations Division Manager, or a designee.

## Section 12. Arbitration

- A. After submission of a demand for arbitration, the parties shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List." Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties. If the parties are unable to agree, then an arbitrator will be selected by the parties alternately striking names from the "Arbitrator Strike List" until one (1) name remains who shall serve as the arbitrator.
- 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 Employee Relations Manager, or a designee, with the employee's department head at least two (2) working days in advance of the hearing date.
- D. Prior to the arbitration hearing, the parties 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 substantive issue(s) 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. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.
- E. All grievances filed by RSA shall be heard and discussed in the grievance procedure up to and including the grievance meeting; no grievance shall be rejected from the grievance procedure. In the event that the County maintains that the issue is not subject to arbitration the issue of arbitrability shall be resolved by an Arbitrator on the Arbitrator Strike List who shall be selected by mutual agreement of the parties but who will not hear the underlying dispute. In the event that the arbitrator finds that

the grievance is arbitrable, the parties shall select a different arbitrator to hear the underlying dispute.

- F. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained herein. No arbitrator shall have any power to alter, amend, modify, or change any of the terms of this agreement or shall exceed the authority provided to him by this agreement.
- G. Arbitration proceedings shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- H. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a hearing.
- I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- J. Either the Human Resources Department or RSA may appeal the decision of the arbitrator to the Board of Supervisors within fifteen (15) calendar days of the date of the arbitrator's award. All appeals must include a copy of the award. A copy of the appeal, and all documents submitted to the Board of Supervisors in support thereof, shall be served on the respondent by the appellant at the time the appeal is filed. The respondent shall have ten (10) calendar days from the date of the receipt of the appeal in which to file and serve its written opposition, if any. The Board of Supervisors shall hear and decide the appeal within forty-five (45) calendar days of the date of the appeal. The Clerk of the Board of Supervisors shall give reasonable notice to both parties of the date the matter will be heard by the Board. Both parties shall be given a minimum of fifteen (15) minutes to present oral argument in favor of their respective positions; however, no additional testimony will be taken.

The Board of Supervisors may either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest. If the Board of Supervisors rejects all or part of the arbitrator's decision, the Board shall state its reasons for rejection in a written decision. The decision of the Board of Supervisors shall be the final step in these administrative procedures. If RSA is dissatisfied with the Board's decision it may bring an action in Superior Court to enforce the MOU.

In the event that neither party appeals within fifteen (15) calendar days of the date of the arbitrator's award, the Arbitrator's Award shall be final and binding on the parties. In the event that Human Resources appeals but the Board of Supervisors does not rule on the appeal within forty-five (45) calendar days of the appeal, the arbitrator's ruling shall be final and binding. In the event that RSA appeals but the Board of Supervisors does not rule on the appeal within forty-five (45) calendar

days, RSA will have exhausted its administrative remedies and may bring an action in Superior Court to enforce the MOU.

Unless mutually agreed, proceedings conducted at any step in the grievance-arbitration procedure shall be private except the proceeding before the Board of Supervisors.

#### ARTICLE XIV ANTI-STRIKE CLAUSE

It is hereby agreed that RSA 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 Memorandum of Understanding.

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

#### ARTICLE XV ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first 21 calendar days during which he/she is necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including, for this purpose, the values, successively, of the 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 the temporary disability payments and the regular compensation, he/she shall continue to accrue sick leave and vacation benefits at the regular rate.

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

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



ARTICLE XVI  
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. For purposes of this procedure, department shall be defined as the smallest business unit of:
1. the administrative staff of an agency; or
  2. a department; or
  3. a department within an agency; or
  4. a district of the County; or
  5. a County Service Area
- 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. Seniority shall continue to accrue while an employee is on the layoff list.

Section 2. Reduction in Force

- A. When it becomes necessary to reduce the work force in a department, the department head shall designate the job classification(s) to be affected, and the number of employees to be 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 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 effected 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 RSA Public Safety bargaining unit.
- C. Departments are required to notify the Human Resources Department in writing why these candidates are unacceptable before outside candidates will be referred.

#### Section 5. Departmental Reinstatement List

- A. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under subsection (c) above, shall be placed on Departmental Reinstatement Lists for all classifications of a currently equal or lower salary range in which the employee ever held regular status, provided the department is allocated any positions of such classification.
- B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
  1. The expiration of two (2) years from the date of placement on the list.
  2. Failure to report to work within seven (7) 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 his/her department head, in writing, of the employee's current mailing address.
4. Request in writing to be removed from the list.

D. Status on Reinstatement

Reinstatement is defined as recall by the same department, from a departmental reinstatement list, into a regular position. Upon reinstatement, the employee shall be entitled to:

1. Restoration of all sick leave credited to the employee's account on the date of layoff.
2. Continuation of seniority.
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. Re-employment

Status on Re-employment. Re-employment 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 re-employed 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 thirty (30) days and not to exceed four hundred eighty (480) full-time hours within a six (6) month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond four hundred eighty (480) full time hours, a permanent recall shall be effectuated, if sufficient work

remains. The recalled employee shall be eligible for benefits under Section 5.D.(4) of this Article.

Section 8. The Human Resources Department will provide to RSA each quarter a list of employees by Department, classification, and date of hire.

## ARTICLE XVII DRESS CODES

The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. Effective the signing of this Agreement, an employee must be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of this Article.

Dress codes that were in effect as of June 23, 1993, shall continue in effect for the term of this Memorandum unless modified in accordance with the following.

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

“Appearance Standard Dress Code – Uniforms”

- The parties agree to establish a labor/management committee to develop a uniform and corresponding policy for group counselor staff.

## ARTICLE XVIII VOLUNTARY TIME-BANK

Section 1. Any 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 incapacitate the employee for an extended period of time and 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, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for 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. 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 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 not retrievable.

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

1. Any employee may donate vacation, holiday accrual, or administrative leave. Sick leave and compensatory time may be not donated.
2. Donations of vacation, holiday accrual, or administrative leave 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 administrative leave to less than one hundred sixty eights (168) hours.
5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or administrative leave.

6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donor's and recipient's paid leave balances will be made.

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

1. Only the employee for 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 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 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.

Section 2. It is agreed that the use of the holiday bank for donation of time shall be applicable to this Memorandum subject to reopener should it be determined by the County that such use is abused or it is an administrative problem.



ARTICLE XIX  
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 their evidence and give testimony.
- D. Appeal of Accident Review Committee Determination.
  - 1. A notice of determination is sent to the employee by certified mail return receipt requested to their last known address if the accident is determined to be preventable. The notice of determination will include an employee's right to appeal the committee's finding. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing of the notice of determination to the employee.
  - 2. The employee shall submit a written request for review within ten (10) working days following the date of the receipt.
  - 3. An employee is entitled to representation during the presentation of this appeal.
  - 4. The Accident Review Committee shall review the evidence and testimony presented by the employee(s) and/or their representative and make its final determination. The final copy of the Accident Review Committee's determination will be sent to the employee's department and their representative or the employee.
  - 5. If there is no appeal made within the stipulated time limits, the final copy of the Accident Review Committee's determination will be sent to the employee's department and the employee.
- E. The County will release the employee from work with pay for the actual time needed for their presentation. An employee is not entitled to preparation time or mileage paid by the County. In cases where the employee is in an outlying area, a presentation may be made by a telephone conference call with the Accident Review Committee at the employee's option.

- F. Employee is entitled to any information that the County uses upon which it bases its initial determination.

ARTICLE XX  
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 referred to under Article II, 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 of Article V.
- 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. The "Administrator" means the Health Benefits Officer of the County or a designee.
- B. The "Code" means the Internal Revenue Code of 1986 as from time to time amended, supplemented, or superseded by laws of similar effect.
- C. The "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 Coverages" means those coverages 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 coverages 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 otherwise 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 purposes by an association or union which adopts this Plan through a memorandum of understanding with the County or (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, they shall cease to be a participant. The individual will again become a participant when he/she returns 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 Coverages which are available to the Employee in lieu of salary. Included in the Contributory Coverages 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/her 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 as listed under Appendix A 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 4.1 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 4.1. 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 ninety 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 (i) satisfy the anti-discrimination requirements imposed on this Plan by the Code; (ii) 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 (iii) 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 Coverages for electing Employees or to pay them cash as provided under Section 4.1. The maximum amount of nonelective County contributions available for any Employee shall be the amount as listed on Appendix A, attached hereto, as may be amended from time to time. 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 Coverages 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 4.4, 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 coverages 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.

The County may amend, alter, or change the benefit plans and programs covered by this Plan and may amend or terminate the Plan itself.

#### Section 7. Flex Benefits Programs

The County shall contribute \$64.60 per month, on behalf of each employee and each eligible retiree and such employee's and retiree dependents enrolled in one of Riverside

County employee medical and hospital plans, toward the payment of premiums for health insurance under the PEMHCA.

The PEMHCA amount payable to eligible retiree's shall increase in accordance with State law on the following schedule:

Commencing Calendar Year 2010	Amount as established by State law.
-------------------------------	-------------------------------------

Effective February 11, 2010, the County shall contribute up to \$407.18 per month, per active employee only, toward the County's Flexible Benefit Program which includes the monthly contribution toward the PEMHCA described above and is to be used toward the eligible cafeteria plans.

For employees hired prior to February 2, 2006, the County offered hospital and medical health insurance coverage and dental is optional. However, one of the options must be taken to receive cash back. The monthly contribution toward the PEMHCA outlined above is not applicable to cash back. Employees hired after February 2, 2006 must select a County sponsored medical plan.

If monies remain after health or health and dental insurance premium deductions, said monies may be taken in cash back to the aggregate total of options selected and cash of \$407.18.

~~Effective November 9, 2006, the County shall contribute up to \$568.00 per month toward the eligible cafeteria plans, which includes the contribution towards PEMHCA described above, for every active employee participating in a County sponsored medical plan.~~

Effective ~~November 6, 2008, November 15, 2012,~~ the County shall restore the flexible benefit amount ~~contribute up to \$635.00 per month and increase the amount to \$712.00~~ per month toward the eligible cafeteria plans, which includes the contribution towards PEMHCA described above, for every active employee participating in a County sponsored medical plan.

Effective November 14, 2013, the flexible benefit amount shall be increased to \$823.00 per month.

Effective November 13, 2014, the flexible benefit amount shall be increased to \$940.00 per month.

Employees waiving medical coverage shall continue to receive \$407.18 per month ~~for the duration of this Memorandum of Understanding. Effective November 15, 2012, employees waiving medical coverage shall return to receiving \$456.72 per month.~~

Employees electing not to take hospital and medical health insurance coverage (PEMHCA) must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical coverage shall be received by the Human Resources Department within sixty days from date of hire, and annually during open enrollment.

For part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees after January 11, 1990, the prorated health insurance contribution shall become a prorated cafeteria contribution including the monthly contribution toward PEMHCA under the County of Riverside Flexible Benefits Program on the following basis:

Employees working twenty (20) to twenty nine (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 thirty (30) to thirty nine (39) hours per week, 75% of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee.

#### Section 8. Optical Insurance

The County provides an optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit in this Memorandum).

#### Section 9. Deferred Compensation

The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to \$8,000 total in any one (calendar year) in accordance with the County's approved Deferred Compensation Plan.

### ARTICLE XXI MODIFIED AGENCY SHOP

(The provisions of this Article are not applicable to Supervising Probation Officers, Supervising Group Supervisor/Instructors, Supervising Correctional Group Supv/Counselors)

Subject to Section 17, Dues Deduction of Employee Groups of the County Employee Relations Resolution, (99-379) upon the voluntary written authorization of representation unit employees, the County shall deduct and remit the RSA biweekly dues for members of RSA.

Current employees in the unit who are now RSA members shall remain RSA members for the period of this Memorandum of Understanding. Employees who are hired after the effective date of this Memorandum, and who are in a job classification within the representation unit of RSA covered by this Memorandum of Understanding, shall within thirty (30) days from the date of commencement of duties, become a member of RSA or pay to RSA a fee in an amount equal to RSA's biweekly dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph One (1), above. Furthermore, employees hired on or after July 3, 1986, who are in a job classification covered by this Memorandum of Understanding, shall, within thirty (30) days from the date of the signing of this Agreement, become a member of RSA or pay to RSA a fee in an amount equal to RSA's biweekly dues; provided, however, that the unit

member may authorize payroll deduction for such fee in the same manner as provided in Paragraph One (1), above.

Dues withheld by the County shall be transmitted to the RSA Officer designated in writing by RSA as the person authorized to receive such funds, at the address specified.

The parties agree that the obligations herein are a condition of continued employment for all unit members. The parties further agree that the failure of any unit member to remain a member in good standing of RSA or pay the equivalent of RSA dues during the term of this Memorandum of Understanding shall constitute, generally, just and reasonable cause for termination. The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

No unit member shall be required to join RSA or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with RSA to satisfy their obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee.

Whenever a unit member shall be delinquent in the payment of dues or fees, RSA shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Employee Relations Manager. In the event the unit member fails to cure said delinquency, RSA shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws and are specifically excluded from the Grievance Procedure or termination Appeal Procedure.

The County shall not deduct monies specifically earmarked for a Political Action Committee or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

RSA shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principle officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security agreement shall be null and void during the period following expiration of this Memorandum of Understanding and prior to entering into a successor agreement containing the same provision for organizational security. Additionally, the organizational security arrangement shall be null and void if rescinded by a vote of employees affected in the unit pursuant to Government Code Section 3502.5(b).



RSA will defend, indemnify and hold harmless the County of Riverside from any loss, liability or cause of action arising out of the operation of this article.

RSA's indemnity obligation is more fully set forth as follows: RSA will defend, indemnify and hold harmless the County of Riverside from any loss, liability or cause of action arising out of the operation of this article. Upon commencement of any such legal action, RSA shall have the right to decide and determine whether any claim, liability, suit or judgement made or brought against the County because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of RSA shall not diminish RSA's indemnification obligations under this Memorandum.

The County, immediately upon receipt of notice of such legal action, shall inform RSA of such action, provide RSA with all information, documents, and assistance necessary for RSA's defense or settlement of such action and fully cooperate with RSA in providing all necessary witnesses, experts and assistance necessary for said defense.

RSA upon its compromise or settlement of such action, shall immediately pay the parties for such action all sums due under such settlement or compromise. RSA, upon final order and judgement of a Court of competent jurisdiction awarding damages to any employee of the County, shall immediately pay to such employee all sums owing under such order and judgement.

The County will require all employees to personally report to the RSA office within ten (10) days of the date of hire so that these employees may be informed of their rights and liabilities under the "Modified Agency Shop" provision of the MOU. The County agrees to immediately provide a current list of all PSU employees who do not have payroll deduction for either RSA dues or agency fees and to update that list on a monthly basis.

ARTICLE XXII  
MAINTENANCE OF MEMBERSHIP  
(Supervisory)

Employees in a Supervisory classification who are members of RSA, shall remain members during the period covered by this Memorandum of Understanding. Such employees may withdraw during the month of April of any year as described below.

Any employee desiring to revoke their authorization for dues shall forward a letter by United States Mail or in person to RSA, setting forth his/her desire to remove said authorization and may include reasons thereof. To be considered, a letter shall be received by RSA on or after April 1st, but no later than the last working day of April. RSA shall promptly forward a stop deduction to County payroll in the manner provided by the County.

Failure to timely notify RSA as described above shall be deemed abandonment of the right to revocation until the next appropriate time period.

Hold Harmless. RSA 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 XXIII  
SEPARABILITY

It is understood and agreed that this Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

ARTICLE XXIV  
PROMOTIONAL PROCEDURE  
DEPUTY PROBATION OFFICER

Section 1. Examination Process

A. The examination process for Senior Probation Officer, Supervising Probation Officer and Senior Probation Corrections Officer shall include a written examination administered by the Human Resources Department with a weight of 35 points, an oral examination conducted by the Probation Department with a weight of 50 points and an overall evaluation on promotability conducted by the Probation Department with weight of fifteen (15) points which shall be weighted five (5) points for cross department experience; eight (8) points for above average performance evaluations; two (2) points for length of continuous service above the minimum qualifications required for the position. There shall be no pass/fail test scores.

A.i. The Department agrees that should they consider any substantive changes to the promotability portion of the examination process, they will notify RSA in advance of the proposed change.

B. The Probation Department will compute the final combined, weighted score for the examination process for each candidate, based on the three (3) elements of the process described above. The County shall give out scores to the individual employee applicant upon request.

C. The County shall make every effort with respect to the written promotional examination to provide source or reference material from which the questions and answers have been derived and shall communicate it to the candidates at the time of the examination announcement.

Section 2. Interview Panel

The interview panel shall consist of departmental and County representatives, one participant selected from outside the Agency and an observer from the County Human Resources Department.

### Section 3. Selection

The first selection for each position appointment to be filled shall be made from the top six (6) candidates, (including all persons tied for the sixth position) of those available for the assignment, whichever is greater.

### ARTICLE XXV BULLETIN BOARDS

Space may be made available to RSA on departmental bulletin boards within representation unit provided such use is reasonable. Notices shall be dated and signed by a RSA representative. The privilege does not extend to the individual members of an organization.

The posting and removal of bulletin board material must be maintained in a timely fashion. The County, through the Employee Relations Manager, reserves the right to suspend or cancel bulletin board privileges for abuse.

### ARTICLE XXVI MANDATORY FURLOUGH LABOR/MANAGEMENT COMMITTEE

The parties agree to form and participate in a Labor Management Committee to discuss issues of mutual concern.

Forty (40) hours of mandatory furlough were taken by employees as imposed by the County of Riverside as effective February 1, 2010. This article exists solely for the purpose of:

All members who have not fulfilled their mandatory furloughs pursuant to the prior imposed terms and conditions shall take their remaining furlough hours during the first year of this agreement.

### ARTICLE XXVII COMPENSATION AND BENEFIT INCREASES

#### A. ADDITIONAL STEPS:

Two additional Steps shall be added to the top of the salary ranges for all classifications;

- 1) First step effective the first full pay period in 7/2013 and July 11, 2013
- 2) Second step effective the last full pay period 6/2014 June 12, 2014.

#### B. DELETION OF STEP ONE:

The first step added to the bottom of all classifications shall be removed effective the first pay period following adoption of the Tentative Agreement by the Board of Supervisors July 12, 2012. Any incumbents on step one shall be moved to step two (the new step one) of the salary grade. There shall be no change to the employee's step entry date.

#### C. ADVANCED GRADE RECOGNITION:

Employees who have been at top step for one year or more as of August 9, 2012, shall receive a one-time advanced recognition payment of ~~m~~ \$2,000.00. This

payment shall be made to eligible employees no later than September 19, 2012. Employees who are not active at the time of payment are not eligible for the payment provided for herein.

D. WAGES:

There will be no across the board wage increases during the term of the PSU MOU. Cost of Living Adjustments shall be as follows, increasing the minimum and maximum salary ranges for all classifications accordingly, and increasing employee wages as follows:

- 1) 3% effective July 11, 2013
- 2) 2% effective July 10, 2014
- 3) 2% effective July 9, 2015
- 4) 2% effective May 12, 2016

SIGNATURE PAGE

Dated \_\_\_\_\_ day of \_\_\_\_\_, ~~2012~~2023.

On behalf of the  
County of Riverside

On behalf of the  
Riverside Sheriffs' Association

~~BRIAN B. McARTHUR~~Steven Espinoza

~~MASSON~~William Bill Young

~~Director of Employee Relations~~Assistant Human Resources Director

RSA President

~~ROBERT~~

~~SIDE LETTER FOR LIMITED RE-OPENER~~

~~TO THE 2010—2012~~

~~MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

~~RIVERSIDE SHERIFFS' ASSOCIATION PUBLIC SAFETY UNIT~~

~~AND~~

~~THE COUNTY OF RIVERSIDE~~

~~Section 1— Agreement to Meet and Confer~~

~~Upon request of the County, after November 2, 2010, and by reasonable notice, RSA shall meet and confer with the County for a limited reopener on issues directly related to retirement for new and existing employees, as permitted by law.~~

~~This limited reopener shall not address other issues covered by this MOU; except that, if the County proposes a decrease in the percent of the employees' contribution paid by the County ("Employer Pickup"), RSA may include discussions over increases in salary to offset the decrease in the Employer Pickup, if any.~~

~~Section 2— Impasse Procedure~~

~~It is understood and agreed that if the parties are unable to come to a resolution in the meet and confer process and an impasse occurs, either party may demand non-binding interest arbitration before a neutral arbitrator who shall commence a hearing and provide a written recommendation to the parties on the outstanding issues. The parties shall jointly prepare an issue statement. If the parties are unable to agree to a joint issue statement, each party shall prepare individual statements and agree that the arbitrator shall have the authority to frame the issues to be decided.~~

~~Section 3— Arbitrator Selection Process~~

~~The parties shall initially attempt to select the name of a single arbitrator after serving each other with a list of three (3) candidates within fourteen (14) days of the impasse. The candidates must have experience in public employee pension issues. In the event the parties are unable to agree on an arbitrator within seven (7) days after serving each other with a list of candidates, the parties shall jointly request the American Arbitrators Association (AAA) to provide the parties with a list of seven (7) names of arbitrators who have the experience in public employee pension issues. The parties shall attempt to agree on an arbitrator in the list provided by the AAA. However, if the parties are unable to agree upon one (1) of the seven (7) candidates, the arbitrator shall be selected by alternatively striking names in one telephone conference from the list until one (1) remains who shall serve as the arbitrator. In the event that an arbitrator selected cannot provide dates soon enough to the satisfaction to both parties, the parties will reinitiate the selection/striking process by requesting a new list of seven (7) names from~~

~~the AAA and following the same selection/striking procedure set forth above.~~

~~Section 4 — Arbitration~~

~~The parties agree that the arbitration shall proceed in accordance with the rules of the AAA, Labor Arbitration Rules. The arbitration shall be conducted in private and at a neutral location. The hearing, once commenced, shall be continued on consecutive days (excluding weekend and Public holidays) unless a *bona fide* reason exists for the delay by either party. The parties shall have the opportunity to prepare and submit post hearing briefs, which shall be due to the arbitrator thirty (30) days following the receipt of the transcript from the court reporter by the parties. The arbitrator, having heard the case, shall then make a decision, in writing, within thirty (30) days from the last post marked date of the post hearing briefs.~~

~~Section 5 — Post-Arbitration~~

~~After the arbitrator's opinion and award is issued, the parties shall meet and consult over that award. In the event that the parties remain at impasse following the meeting, the arbitrator's decision shall be submitted to the Board of Supervisors. The Board of Supervisors may accept or reject the advisory opinion of the arbitrator, or accept part of the decision and reject the rest. As it is advisory, non-binding arbitration, neither party shall refer the arbitrator's decision to the courts.~~

~~Section 6 — Cost of Arbitration~~

~~Each party shall bear the own attorney's fees and costs. The expenses of the arbitrator and court reporter shall be shared equally by the parties. 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 arbitration hearing. Such arrangements shall be made through the Human Resources Director or designee with the employee's Department Head at least two (2) days in advance of the hearing date.~~

Dated \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
On behalf of the \_\_\_\_\_ On behalf of the  
County of Riverside \_\_\_\_\_ Riverside Sheriffs' Association

\_\_\_\_\_  
BRIAN B. McARTHUR  
Director of Employee Relations

\_\_\_\_\_  
ROBERT MASSON  
RSA President

**MEMORANDUM OF UNDERSTANDING**

**2020 - 2025**

**COUNTY OF RIVERSIDE**

**AND**

**RIVERSIDE SHERIFFS' ASSOCIATION, INC.  
PUBLIC SAFETY UNIT**



# TABLE OF CONTENTS

DEFINITIONS .....	1
ARTICLE I TERM.....	3
SECTION 1. TERM	3
SECTION 2. SUCCESSOR AGREEMENT	3
SECTION 3. OPERATIONAL SIDE GROUPS	3
ARTICLE II RECOGNITION.....	3
ARTICLE III FULL UNDERSTANDING, MODIFICATION AND WAIVER.....	4
ARTICLE IV COMPENSATION AND BENEFIT INCREASES .....	5
SECTION 1. WAGES	5
ARTICLE V WORKWEEK, OVERTIME AND PREMIUM PAY.....	8
SECTION 1. WORKWEEK	8
SECTION 2. OVERTIME	9
SECTION 3. PREMIUM PAY	11
ARTICLE VI PAY PRACTICES .....	17
SECTION 1. STEP ADVANCE	17
SECTION 2. NEW EMPLOYEES	18
SECTION 3. RE-EMPLOYMENT	19
SECTION 4. PROMOTION	19
SECTION 5. TRANSFER	20
SECTION 6. DEMOTION	20
SECTION 7. RECLASSIFICATION	20
SECTION 8. TEMPORARY PROMOTION	21
SECTION 9. CONFORMANCE TO PLAN	21
ARTICLE VII GENERAL PERSONNEL PROVISIONS .....	21
SECTION 1. PROBATION	21
SECTION 2. RETIREMENT	23
SECTION 3. NON-SMOKING POLICY	24
SECTION 4. MILEAGE REIMBURSEMENT	25
SECTION 5. MERIT SYSTEMS/VETERANS PREFERENCE	25
SECTION 6. ELECTRONIC FUND DEPOSIT OF PAYROLL	25
SECTION 7. ACTIVE EMPLOYEE BADGES	25
SECTION 8. RETIREE ID CARDS	26
SECTION 9. ONE-TIME SPECIAL TIME BANK	26
ARTICLE VIII LEAVE PROVISIONS .....	26
SECTION 1. SICK LEAVE	26
SECTION 2. RETURN TO WORK FOLLOWING INJURY	28
SECTION 3. BEREAVEMENT LEAVE	28
SECTION 4. FITNESS FOR DUTY	28
SECTION 5. AGENCY/DEPARTMENT-LEAVE OF ABSENCE/OFFICIAL LEAVE OF ABSENCE	29
SECTION 6. MILITARY LEAVE	30
SECTION 7. JURY DUTY	30
SECTION 8. AIR POLLUTION EMERGENCY	31
SECTION 9. ABANDONMENT/AUTOMATIC RESIGNATION	32
ARTICLE IX VACATION .....	33
ARTICLE X HOLIDAYS.....	34
SECTION 1. PAID HOLIDAYS	34
ARTICLE XI REIMBURSEMENT PROGRAMS .....	36
SECTION 1. LIVING QUARTERS, MEALS, OR LAUNDRY SERVICE	36
SECTION 2. MEALS	36
SECTION 3. GENERAL PROVISIONS	36
SECTION 4. MOVING EXPENSES-CURRENT EMPLOYEES	36
SECTION 5. REIMBURSEMENT FOR EMPLOYEE TRAINING - BOARD POLICY C-7	37
ARTICLE XII DISCIPLINE, DISMISSAL, AND REVIEW .....	37
ARTICLE XIII DISCIPLINARY APPEAL PROCEDURE .....	38
SECTION 1. GENERAL	38

SECTION 2. INVOLUNTARY LEAVE OF ABSENCE	39
SECTION 3. NOTICE OF DISCIPLINARY ACTION	39
SECTION 4. AMENDED NOTICE OF DISCIPLINARY ACTION	40
SECTION 5. APPEALS	40
SECTION 6. WAIVER	41
SECTION 7. HEARING PROCEDURE - MINOR DISCIPLINE	41
SECTION 8. HEARING PROCEDURE - MAJOR DISCIPLINE	42
SECTION 9. EVIDENCE AND PROCEDURES APPLICABLE TO ALL HEARINGS	43
<b>ARTICLE XIV GRIEVANCE PROCEDURE</b> .....	<b>44</b>
SECTION 1. INTENTION	44
SECTION 2. GRIEVANCE DEFINITION	44
SECTION 3. FREEDOM FROM REPRISAL	45
SECTION 4. EMPLOYEE REPRESENTATION	45
SECTION 5. CONSOLIDATION	45
SECTION 6. RESOLUTION	45
SECTION 7. WITHDRAWAL	46
SECTION 8. TIME LIMITS	46
SECTION 9. RESUBMISSION	46
SECTION 10. EXTENSION OF TIME	46
SECTION 11. STEPS IN THE GRIEVANCE PROCESS	46
SECTION 12. ARBITRATION	47
<b>ARTICLE XV ANTI-STRIKE CLAUSE</b> .....	<b>48</b>
<b>ARTICLE XVI ON-THE-JOB INJURY OR ILLNESS</b> .....	<b>48</b>
<b>ARTICLE XVII LAYOFF AND REINSTATEMENT</b> .....	<b>49</b>
SECTION 1. SENIORITY	49
SECTION 2. REDUCTION IN FORCE	50
SECTION 3. REASSIGNMENT	51
SECTION 4. EMPLOYMENT COUNSELING AND REFERRAL	51
SECTION 5. DEPARTMENTAL REINSTATEMENT LIST	52
SECTION 6. RE-EMPLOYMENT	53
SECTION 7. TEMPORARY RECALL	53
<b>ARTICLE XVIII DRESS CODES</b> .....	<b>53</b>
<b>ARTICLE XIX VOLUNTARY TIME-BANK</b> .....	<b>54</b>
<b>ARTICLE XX APPEAL PROCEDURE ACCIDENT REVIEW COMMITTEE</b> .....	<b>57</b>
SECTION 1. PROCEDURES	57
<b>ARTICLE XXI FLEXIBLE BENEFIT PROGRAM</b> .....	<b>58</b>
SECTION 1. ESTABLISHMENT OF THE PLAN	58
SECTION 2. DEFINITIONS	58
SECTION 3. ELIGIBILITY AND PARTICIPATION	59
SECTION 4. BENEFITS	59
SECTION 5. RECEIPT OF BENEFITS	61
SECTION 6. ADMINISTRATIVE PROVISIONS	61
SECTION 7. FLEX BENEFITS PROGRAMS	62
SECTION 8. OPTICAL INSURANCE	63
SECTION 9. DEFERRED COMPENSATION	63
<b>ARTICLE XXII SEPARABILITY</b> .....	<b>63</b>
<b>ARTICLE XXIII PROMOTIONAL PROCEDURE DEPUTY PROBATION OFFICER</b> .....	<b>64</b>
SECTION 1. EXAMINATION PROCESS	64
SECTION 2. INTERVIEW PANEL	64
SECTION 3. SELECTION	64
<b>ARTICLE XXIV ASSOCIATION RIGHTS</b> .....	<b>64</b>
SECTION 1. BULLETIN BOARDS	64
SECTION 2. RELEASE TIME	65
SECTION 3. EMPLOYEE ORIENTATION	65
<b>ARTICLE XXV LABOR/MANAGEMENT COMMITTEE</b> .....	<b>65</b>

## DEFINITIONS

Arbitration Third Step meeting in the Grievance Process; grievance heard by an outside neutral third party (Arbitrator).

Anniversary date shall mean the date upon which a step advance in salary becomes effective under provisions of this Memorandum.

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 handicap, marital status, pregnancy, or other protected classification.

Employees shall mean all persons employed by the County of Riverside who are covered by the Public Safety Unit Memorandum of Understanding.

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

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

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 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.

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

Promotion shall mean a change of employment without intervening loss of working days from a position allocated to a given salary range 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 employee means a holder of a regular position.

Regular position means a position established pursuant to Ordinance #440 on an ongoing basis, as distinct from a seasonal or temporary position.

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

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

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 their normal working shift. It does not include Saturday or Sunday, or equivalent normal days off for persons regularly employed on other than the usual working week basis of Monday through Friday.

ARTICLE 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 Sheriffs' Association, Inc. (hereinafter referred to as RSA) as the Exclusive Employee Organization for employees in the representation unit described under Article 2, Recognition. The RSA Public Safety Unit (PSU) MOU will be in full force as of October 27, 2020, until October 22, 2025.

Section 2. Successor Agreement

In the event RSA desires to negotiate a successor Memorandum of Understanding, RSA shall serve on the County during the period of one hundred twenty (120) days to ninety (90) days prior to the expiration of this MOU, its written request to commence negotiations for such successor MOU.

Section 3. Operational Side Groups

- A. The parties acknowledge that there are operational side groups working on resolution of:
1. Shift Bidding
  2. Involuntary/Department initiated transfers
  3. On-call supervisor
  4. Transportation Unit
  5. Decentralization of the wrap around unit

The Parties agree the goal is to complete the meet and confer process within six (6) months of the effective date of the MOU.

ARTICLE II  
RECOGNITION

This Memorandum of Understanding shall apply only to persons employed as Regular full-time or Regular part-time within the Public Safety Unit:

52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

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 said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside.

ARTICLE III  
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

Except as modified herein or as otherwise required by law, existing wages, hours and other terms and conditions of employment set forth in the County Salary Ordinance and related resolutions and regulations shall continue in effect. The terms used in this Memorandum 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 Memorandum of Understanding 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 RSA indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Miliias-Brown Act, and where RSA 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 RSA 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 Memorandum of Understanding.
- 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  
COMPENSATION AND BENEFIT INCREASES

Section 1. Wages

- A. Effective, December 3, 2020, the bottom three steps for the salary ranges for Deputy Probation Officer II, Senior Probation Officer and Supervising Probation Officer classifications will be eliminated, at which time PSU employees in these classifications not already at the rate of the former Step 4 shall be moved to the rate of the former Step 4, which will be the minimum of the new range.
- B. Effective, December 3, 2020, the bottom five steps for the Deputy Probation Officer I classification will be eliminated, at which time PSU employees in this classification not already at the rate of the former Step 6 shall be moved to the rate of the former Step 6, which will be the minimum of the new range.
- C. Effective December 3, 2020, the bottom six steps for the Probation Corrections Officer I and Senior Probation Corrections Officer classifications will be eliminated, at which time PSU employees in these classifications not already at the rate of the former Step 7 shall be moved to the rate of the former Step 7, which will be the minimum of the new range.
- D. For all Deputy Probation Officer classifications (Deputy Probation Officer I, Deputy Probation Officer II, Senior Probation Officer and Supervising Probation Officer), the following increases will be applied to the maximum of the salary range:
  - 1. Effective November 19, 2020, the maximum of the range shall be increased by four percent (4%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the four percent (4%) 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.
  - 2. Effective November 18, 2021, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) 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.
  - 3. Effective November 17, 2022, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) 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.

4. Effective November 16, 2023, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in 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.
5. Effective November 14, 2024, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in 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.

E. For all Probation Corrections Officer classifications (Probation Corrections Officer I, Probation Corrections Officer II), except Senior Probation Corrections Officer, shall have the following increases applied to the maximum of the salary range:

1. Effective November 19, 2020, the maximum of the salary range shall be increased by six percent (6%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the six percent (6%) 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.
2. Effective November 18, 2021, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) 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.
3. Effective November 17, 2022, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) 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.
4. Effective November 16, 2023, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in 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.

5. Effective November 14, 2024, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in 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.

F. For Senior Probation Corrections Officer classification, the following increases will be applied to the maximum of the salary range:

1. Effective November 19, 2020, the maximum of the salary range shall be increased by six percent (6%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the six percent (6%) 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.
2. Effective November 18, 2021, the maximum of the salary range shall be increased by five percent (5%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the five percent (5%) 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.
3. Effective November 17, 2022, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) 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.
4. Effective November 16, 2023, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in 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.
5. Effective November 14, 2024, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated

at the maximum of the range in 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.

ARTICLE V  
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

- A. Work-Period. The FLSA work period shall be 14 days.
- B. Work Schedules

Employees in this bargaining unit may be assigned to work a 5/40, 9/80, 4/10, or 3/12 work schedule at the discretion of management. An employee will be notified of the change to their work schedule at least one (1) pay period prior to the effective date of implementation. If the employee agrees, their schedule may be changed prior to the effective date. The parties agree that the County shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule change assignments during the term of this agreement. All work schedule changes must be effective at the beginning of a pay period. The following describes the work schedules.

- 1. The 5/40 schedule (five eight-hour days per work week).
- 2. The 9/80 schedule (four nine-hour days per work week and one alternating eight-hour day/regular day off). Employees who have an FLSA workweek (as opposed to those on a 14-day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight-hour workday.
- 3. The 4/10 schedule (four ten-hour days per work week).
- 4. The 3/12 schedule (three twelve-hour days per work week and one alternating eight-hour day every other week). Employees who have an FLSA workweek (as opposed to those on a 14-day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight-hour workday.
  - a. Employees may also be assigned to work seven (7) twelve (12) hour shifts (referred to as the 3/12-4/12 work schedule) during the 14-day FLSA work period.

Note: It is not the intent of the Department to change an individual employee's work schedule in the institutions that is inconsistent with the balance of the unit.

C. Turn Around Time

Department will schedule employees with a minimum of 8 hours between non-consecutive shifts, excluding scheduled overtime shifts (doubles). This term shall sunset at the end of this MOU contract period. Department will ensure that employees working a graveyard shift will be moved off of that graveyard shift to attend mandatory trainings unless the employee agrees otherwise.

Section 2. Overtime

During these informal discussions, RSA brought to the Department's attention a concern regarding the use of flex time and the compensation of overtime. The Department is committed to reviewing the issue and addressing it as soon as practicable and agrees to meet and discuss any resolution or changes prior to implementation.

- A. Overtime Work Defined. Overtime work is authorized work in excess of eighty (80) hours in the 14-day FLSA work period. As soon as administratively possible, sick leave shall no longer be regarded as time worked for the purposes of determining eligibility for overtime compensation.
  
- B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the department head or a designated subordinate. It shall not exceed sixteen (16) hours in any work period for any employee without prior approval of the County Executive Officer, except in case of public emergency or calamity or immediate hazard to life or property.

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

- 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, 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. Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit after forty (40) hours may at the election of the employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated overtime credit of one hundred twenty (120) hours or less may be taken in compensatory time off, subject to management approval, and this method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of one hundred (120) hours or less may be paid for. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid for. Overtime caused by duly authorized continuing and regular work periods longer than eighty (80) hours, or by seasonal overtime work, if authorized by the County Executive Officer in advance, shall be currently paid for.
- 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 the 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 Human Resources Director and County Counsel shall determine which classes of positions are exempt from the Fair Labor Standards Act.

- H. 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 Memorandum, the following provisions shall apply:
1. Any Officer, in order to perform the work of the 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, current employees at hourly rates equivalent to their current compensation basis.
  3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this

Memorandum 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 who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

### Section 3. Premium Pay

A. Standby Duty. Unless otherwise specifically provided, 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 at the base rate of pay for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. Said compensation shall be in addition to said employee's regular salary entitlement. The compensation shall cease when said employee physically reports to work and shall resume at the completion of the call-out work. Worksite, for the purposes of this Section, shall mean the location an employee is required to physically report to in order to complete the work assigned. The standby duty shall not cease if an employee is able to complete the required work remotely without having to physically report to a worksite. All standby duty premium shall cease at the end of the standby duty shift.

1. Employees assigned to standby are subject to the following requirements:
  - a. Be ready to respond immediately to calls for service;
  - b. Remain in the general vicinity of their home or worksite during the standby period;
  - c. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties;
  - d. Arrange their personal affairs to ensure their immediate response to a call out; employees are expected to respond to or be in route to the worksite within thirty (30) minutes of notification; and
  - e. Notify his/her supervisor immediately if he/she is unable to be on standby due to an unforeseen emergency.

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

1. Physical Call-Back – Reporting to a Worksite. Except as hereinafter otherwise provided, an employee who is physically called back to work, whether or not he/she is in a standby duty status, shall receive minimum credit for one (1) hours' work at time and one-half (1½) the base rate of pay starting when they answer the phone call. Actual work performed in excess of one (1) hour, and not part of a regular work shift, shall be compensated at time and one-half (1½) the base rate of pay. If an employee should complete the work required, and subsequently be recalled, either physically or remotely, during the minimum credit period, the employee shall not be entitled to additional premium until the minimum credit period has expired.

At the completion of their call-out assignment, the employee will continue to be compensated until he/she returns to their assigned worksite. An employee will not be compensated for time spent commuting from their assigned worksite to his/her residence. If permitted by their supervisor, employees may return directly home from the call-out location, instead of returning to their assigned worksite. Those choosing this option will be compensated for the lesser travel time between their home or back to their assigned worksite.

An exception to the above is in situations where employees have been called out for an assignment greater than fifty (50) miles from their assigned worksite and must travel a substantial distance to return home. In such instances, employees will be compensated for the amount of time actually required to return directly home once released from the location of their call-out.

2. Remote Call-Back. Notwithstanding any other provision of the MOU, an employee who is called to perform work but is able to complete the work required without the employee having to physically report to a worksite, whether or not he/she is on standby duty status, shall be paid in one-tenth (1/10) hour increments at the rate of one and one-half (1½) the base rate of pay for all time worked while remotely responding to the call-back assignment.

To be eligible for remote call-back premium, employees must be authorized and directed by the department to perform such services. There shall be no minimum credit for remote call-back.

- C. After Hours Call-Outs. Any employee, who is called in for duty outside of their normal duty hours, whether or not they are on-call, shall receive compensation beginning at the time they receive the phone call, regardless of whether they must don uniform or personal safety equipment at their home. At the completion of their call-out assignment, employees will continue to be compensated until they return to their duty station in order to unload their vehicles and doff their uniforms and personal safety equipment. Employees will not be compensated for their time spent commuting from their duty station to their residence.
- D. Exemption from Standard Overtime, Standby and Call-Back. The foregoing provisions of this Section do not apply to employees in the classes shown in Appendix I to Ordinance #440.

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

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

E. Shift Differential

1. Applicability of Shift Differentials. Shift differentials do not apply to vacation, sick leave, holiday pay, professional call or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Field Services employees (i.e. all employee NOT working in the Probation Department Institutions) who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.
2. Evening Shift. County employees who perform work between the hours of 3:00 p.m. and 11:00 p.m., shall be paid a night differential of 0.60¢ per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.
3. Night Shift. County employees 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.

F. Bilingual Pay

1. Bilingual Pay Scope

Upon assignment to a position that has been determined to require bilingual skills, a certified employee shall receive bilingual premium.

2. Eligibility Factors:

- a. The department head or designee shall designate positions to provide bilingual services;
- b. Incumbents must be assigned to provide bilingual services by the department head or designee; and
- c. Incumbents must successfully pass a bilingual proficiency examination administered by the County Human Resources

Department.

3. Testing

- a. Employees who were grandfathered to receive bilingual premium without possessing a certification from the County Human Resources Department will be required to successfully pass the requisite examination within ninety (90) calendar days from the adoption of this MOU by the Board of Supervisors to be eligible to receive bilingual premium. Failure to obtain a certification or a failed result within ninety (90) calendar days from the adoption of this MOU by the Board of Supervisors shall result in immediate loss of bilingual premium, whichever occurs first.
- b. Testing shall be done while employees are in paid status.
- c. To ensure that employees are maintaining their bilingual skills, employees eligible for bilingual pay may be required to retest every two (2) years to continue to receive the pay. Testing is done during work time.

4. Skill levels

- a. Definitions of Skill Levels:
- b. Employees must possess an appropriate proficiency certification form the County Human Resources Department for the skill level demonstrated.
  1. Level 1: Basic Oral Communication/Reading Examination. Employees at this level demonstrate proficiency in reading and speaking in both English and a second language.
  2. Level 2: Written Examination  
Employees at this level demonstrate proficiency in reading, speaking, and writing in both English and a second language.
  3. Level 3: Complex Level Written Examination  
Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language using medical or legal terminology in a specific medical or legal environment (e.g., hospital, courtroom, etc.).

5. Compensation

1. Employees who have qualified for bilingual premium will receive additional compensation as follows:
  1. Level 1: Fifty cents (\$0.50) per actual hour worked
  2. Level 2: Seventy-five cents (\$0.75) per hour actual hour



- worked
3. Level 3: One dollar (\$1.00) per hour actual hour worked

6. Plan Implementation

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

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

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

G. Extradition Pay. Employees assigned to extradite prisoners to or from another jurisdiction shall be paid:

1. for all hours spent with the prisoner in their custody;
2. for waiting time, 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;
3. 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:
  - a. 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;
  - b. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and mealtime; or

- c. during their regular working hours, even on a day when the Deputy Probation Officer 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 mealtime. The Deputy Probation Officer shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
4. 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.
5. the above extradition pay must be paid in a manner and time period consistent with regular county pay practices.
6. When an overnight stay is necessary, lodging shall be provided by single occupancy accommodations (one employee per room).

#### H. Armed Duty Assignment

Employees authorized to carry a firearm and assigned to armed assignments designated the Chief or Chief's designee, shall receive additional pay of \$2.00 per hour for actual hours worked, including overtime, the designated armed assignment. The additional pay shall not apply to sick, vacation, or other leave hours utilized while in the designated armed assignment. Furthermore, overtime worked in an unarmed assignment shall not be eligible for this premium pay.

Employees have no property rights to premium pay assignments and such assignments are within the discretion of the Chief or Chief's designee. It is expressly understood that armed assignments as designed by the Chief or Chief's designee are subject to rotation and removal from such duties at the discretion of the Department.

Removal from designated armed assignments is not a grievable issue under the Grievance Procedure, unless it is alleged that the removal was disciplinary or punitive action in which case the matter may be heard in the disciplinary procedure.

#### I. Education Incentive for Probation Corrections Officer and Senior Probation Corrections Officer

1. Associate Degree – Any Probation Corrections Officer or Senior Probation Corrections Officer who possesses or earns an associate degree from an accredited university or college shall be paid a premium equivalent to two and a half percent (2.5%) of the employee's base hourly rate of pay for all hours actually worked, not exceeding eighty (80) hours per pay period, upon presentation of proof that the employee holds such degree.
2. Bachelor's Degree – Any Probation Corrections Officer or Senior Probation Corrections Officer who possesses or earns a bachelor's degree from an

accredited university or college shall be paid a premium equivalent to four percent (4%) of the employee's base hourly rate of pay for all hours actually worked, not exceeding eighty (80) hours per pay period, upon presentation of proof that the employee holds such degree.

Employees in an eligible classification shall only be eligible for one (1) Education Incentive which shall correspond with their highest level of education received. Education Incentives shall not compound.

## ARTICLE VI PAY PRACTICES

### Section 1. Step Advance

- A. Effective November 19, 2020, merit increases shall be received in four percent (4%) increments except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range in his/her classification.
- B. Effective November 19, 2020, the salary plan/grade of each classification covered by this MOU shall convert to a broadband salary range plan with no salary steps. Each salary range shall contain a minimum and maximum salary amount where an employee's placement within the range will be identified by the employee's salary amount and not by a salary step.
  - . Every anniversary salary increase shall be in 4% increments except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range in his/her classification.
- C. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of two thousand eighty (2080) hours (approximately one (1) year) 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 one thousand forty (1040) hours (approximately six (6) months) in a paid status in the position not including overtime.

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

The second anniversary date shall be the first day of the pay period following the completion of an additional two thousand eighty (2080) hours (approximately one (1) year) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.
- D. 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 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 therefore. The department head may disallow a step increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee. 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, 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 only on the affirmative decision of the department head, which shall be made only on the basis of continued satisfactory performance in the position.

- E. With the same procedures as in the foregoing Subsection, on the first day of the pay period following the completion of one thousand forty (1040) hours in a paid status, not including overtime, the salary of a seasonal employee shall be increased. On the first day of the pay period following the completion of an additional two thousand eighty (2080) hours in a paid status, not including overtime, employee's salary may again be increased, and thereafter in like intervals. The hours in a paid status need not be continuous, provided no interval of more than one year shall occur when the employee is in an unpaid status.

## Section 2. New Employees

- A. Except as otherwise provided by this Memorandum, a new employee, shall be appointed at the minimum salary range. The department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any rate on the salary range 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 rate proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such rate higher than the minimum of the range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the rate so authorized to the same or one of said higher rate, fixing the minimum initial salary on such advanced rate. The anniversary date shall be the first day of the pay period which is not less than 2080 hours in a paid status thereafter, not including overtime. When such an incumbent employee is already on that rate, his/her anniversary date shall not change.

### Section 3. Re-employment

- 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 of position which he/she previously occupied, at the same rate of the salary range as the rate applicable at the time of his termination, provided they were terminated in good standing.
- B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this Memorandum.
- C. Whenever a former regular employee is or has been re-employed within three months after termination he/she 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, not exceeding the amount thereof which was lost at the time of termination, and his/her anniversary date for rate advance may be expressly fixed, subject to other provisions of this Memorandum 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. Re-employment 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 re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the State Employees Retirement Act 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 one hundred twenty (120) working days or nine hundred sixty (960) hours in any calendar 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, nor 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 4. 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 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 as if the date of promotion were the date of employment.

#### Section 5. Transfer

On transfer, the salary shall be the same as that paid previously. The anniversary date shall not change.

#### Section 6. Demotion

- A. On demotion, the salary shall be placed at a rate that will result in a five and a half percent (5.5%) reduction in compensation on the demoted salary plan/grade as was applicable to the previous salary plan/grade. If the salary plan/grade of the demoted classification is unable to accommodate the reduction, the rate shall be to the maximum of the range of the demoted classification. The anniversary date shall not change. The effective date of all demotions shall coincide with the first day of a pay period.
- B. Permanent employees who, within twenty-six (26) pay periods following a promotion, voluntarily demote to their previously held classification may return to the rate of the previously held classification from which they promoted, (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment and excluding merits/anniversary increases). 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 7. 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 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.
- C. The anniversary date shall be determined in accordance with this Article, except that the first anniversary date following a reclassification to a classification on a higher salary plan/grade shall be determined in accordance with this MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of thirteen (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 the completion of each additional twenty-six (26) pay periods in a paid status.

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

#### Section 8. Temporary Promotion

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

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 redetermined as if the temporary promotion had not occurred. Any rate increases which would have been due in their regular position shall be allowed.

#### Section 9. Conformance to Plan

No regular employee shall be assigned to exercise the powers or perform the duties of any classification other than their own classification for an accumulated period of four hundred eighty (480) hours or more during any one 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

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

#### Section 1. Probation

- A. Initial Probationary Status. Each regular and seasonal 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, on-call or military leave of absence. A regular or temporary employee who has not completed the initial probationary period serves at the pleasure of the department head and may be released from employment without

cause. Such an employee is not entitled to the review procedure provided for in this Memorandum.

- B. Length of Initial Probation The length of the initial probationary period is two thousand eighty (2080) hours (approximately twelve (12) months).
- 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.

The initial probationary period may be extended in five hundred twenty (520) hour increments up to two (2) times. A one thousand forty (1040) hour initial probationary period may be extended once to one thousand five hundred sixty (1560) hours or twice to a total of two thousand eighty (2080) hours. A two thousand eighty (2080) hour initial probationary period may be extended once to two thousand six hundred (2600) hours or twice to three thousand one hundred twenty (3120) hours. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

- D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new one thousand forty (1040) hour initial probationary period following such promotion, demotion, or transfer. If the class to which the employee voluntarily promotes, demotes, or transfers requires two thousand eighty (2080) hours initial probation, the employee will serve a new two thousand eighty (2080) hour initial probationary period. The one thousand forty (1040) or two thousand eighty (2080) hours required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the employee in the position from which he/she voluntarily promoted, demoted, or transferred.
- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first two thousand eighty (2,080) hours of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary shall be the same rate (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment and excluding merits/anniversary increases) which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be redetermined based on the number of hours of service the employee had 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. An employee returned to a previously held classification in accordance with this provision is not entitled to the review procedure provided for in this Memorandum.



- 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 or marriage. Whether by blood or marriage shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to position(s) which the employee is eligible and selected to fill. The promotion, transfer or voluntary demotion must be accomplished by the employee within one thousand forty (1040) (approx. six (6) months) working hours.

## Section 2. Retirement

The following classifications:

<u>Class Code</u>	<u>Title</u>
52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

shall be entitled to enroll in the PERS Safety Retirement System effective as soon as possible.

Public Employee's Retirement System (PERS) Contributions. Employees in the Public Safety Unit hired after January 9, 1992, shall pay the employees' contribution to PERS for the first five (5) years (10,400 hours) of continuous service.

### A. Retirement Formulas.

1. Tier I – 3% @ 50. Employees in job classifications designated as Safety by CalPERS hired on or after July 1, 2001, and on or before July 3, 2012, shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21362.2 of the Public Employees Retirement Law (3% at age 50)
2. Tier II – 2% @ 50. Employees in job classifications designated as Safety by CalPERS hired after July 3, 2012, shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21362 of the Public

Employees Retirement Law (2% at age 50) and shall not exceed ninety percent (90%) of final compensation.

B. Retirement Calculations.

1. Tier 1 - Single Highest Year. The provisions of Section 20042 of the Public Employees Retirement Law (Single Highest Year) shall apply to safety employee members hired on or before July 3, 2012, and shall not exceed ninety percent (90%) of final compensation.
2. Tier 2 – Three (3) Highest Year Average. Employees in job classifications designated as Safety by CalPERS hired on or after July 3, 2012, the provision of Section 20037 of the Public Employees' Retirement Law (three (3) consecutive years of employment) shall apply to safety employee members and shall not exceed ninety percent (90%) of final compensation.

C. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of 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 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.

D. Employer Paid Member Contributions (EPMC)  
Employees will pay the employee contribution for the duration of employment.

Section 3. 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 seventy five percent (75%) 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, restrooms, 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 Disciplinary Procedure up to and including discharge.

#### Section 4. 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.

#### Section 5. Merit Systems/Veterans Preference

The Human Resources Administration under this Memorandum 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 his/her department by this Memorandum 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.

#### Section 6. 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 first class mail. The Statement of Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior to the electronic deposit.

Statement of Earnings will be mailed to the last known address on file with the Human Resources Department. It shall be the responsibility of the employee to update their address of record with the Human Resources Department as required.

RSA understands and agrees that the County may transition from hard-copy Statement of Earnings (pay stubs) to electronic pay stubs. The County agrees to provide as much advanced notice as practicable so that concerns RSA may have over problems associated with this transition can be discussed.

#### Section 7. Active Employee Badges

The County agrees to add the phrase "Peace Officer – PC 830.5" (or the applicable Penal Code section) to the identification badge issued to active employees.

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

## Section 8. Retiree ID Cards

All retirees who retire honorably from the Probation Department, shall be entitled to receive a “retired” identification card at the time of their retirement as follows:

- A. Identification cards shall bear the identification number assigned to an employee during their active-duty service.

## Section 9. One-Time Special Time Bank

Effective November 5, 2020, a Special Time Bank of forty (40) vacation hours shall be established for each existing bargaining unit member covered by this MOU. These hours may only be used by the employee prior to expiration of this MOU and while employed in an RSA PSU represented classification, otherwise the hours are forfeited. Employees within one-hundred hours of reaching the maximum of their regular vacation accrual cap (744 hours) may elect to utilize their regular vacation time bank prior to utilizing the Special Time Bank. This Special Time Bank shall have no cash out value and is subject to the following conditions:

1. The County may require an employee to use the hours in this Special Time Bank during FMLA/CFRA/PDL leave after exhausting sick leave and before use of regularly accrued vacation.
2. Only those employed in an RSA PSU represented classification during the pay period in which the Special Time Bank is implemented will receive the Special Time Bank and may only use the Special Time Bank hours while in an RSA PSU represented position.
3. This bank is subject to the same request procedures as vacation.

## ARTICLE VIII LEAVE PROVISIONS

### Section 1. Sick Leave

- A. Accrual  
Every regular employee shall accrue sick leave pay on a daily basis and computed at the rate of 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.
  2. A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.
  3. Sick leave shall accrue at all times when the employee is in a paid status.

4. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum 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.

B. Proof of Illness

1. When in the judgment of the department head or designee good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the department head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.
  - a. Employees on a medical certification program shall have their sick leave usage reviewed at least annually. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence.
  - b. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with B.1 of this section.
  - c. 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 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 employee. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for an employee's family member, as defined under applicable law.
- E. Payout for Sick Leave. Upon 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, half of unused accumulated sick leave shall be paid for at the rate of one hundred (100%) 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 nine hundred sixty (960) hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

## Section 2. Return to Work Following Injury

Employees experiencing an injury resulting in time lost from work shall be returned to duty upon receipt of a medical certification indicating they are able to return to work in an unrestricted capacity.

If the employee provides a restricted return to work certificate from the appropriate medical provider, then the employee may be assigned to a modified position identified by the Department. Such assignment can only be made when a modified position is available in the Department and the indicated restrictions do not prevent the employee from fulfilling all the duties of the modified position.

Nothing herein shall be considered a waiver by the Association of any rights employees have under federal or state law.

## Section 3. Bereavement Leave

The County agrees to allow up to five days of leave, three of which will be paid and the additional two days to be deducted from the employees' sick 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, 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

When in the judgement of the Department Head or designee good cause exists to believe an employee cannot safely or effectively perform the essential functions of the position, the department head, with approval of the Human Resources Director, can order an employee off work. The employee may either:

1. Request, at County expense, to be referred to a County designated health care provider or to obtain a certificate stating 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.

2. Be evaluated by a physician or other person legally authorized to provide health care services of the employee's choosing at the employee's expense, in the specialty designated by the County Employee Health Medical Director, to obtain a certificate stating 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. Subject to the County Employee Health Medical Director's approval, the selected physician or other person legally authorized to provide health care services must be certified.

If the employee is ordered off work due to an asserted illness there shall be an entitlement to utilize sick leave benefits and to receive full pay. In the event an employee has no accrued sick leave balance, the employee may utilize vacation, compensatory time, or holiday benefits with full pay or receive a leave of absence without pay, in accordance with the provisions of this Agreement and Department policy.

Should the health care provider determine that the employee was able to work during the shift from which they were ordered off work, the employee shall not be charged with such absence and shall receive full pay for that shift.

#### Section 5. Agency/Department-Leave of Absence/Official Leave of Absence

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

1. Agency/department leave of absence. Agency/department leave of absence up to 160 hours in any one calendar year period may be granted to any employee by the agency/department head. Such leave shall be reported as 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 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.

2. Official leave of absence. A regular employee may request an Official leave of absence exceeding one hundred sixty (160) hours, but not exceeding one (1) year (two thousand eighty (2080) 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 head, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

Nothing herein shall prevent the earlier return to duty by the employee, except the agency/department 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 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.

## Section 6. Military Leave

Absences on account of military duty are governed by provisions of the Military and Veterans Code.

## Section 7. Jury Duty

- A. 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.



- B. If a unit member is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.
- C. An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours or more left on his/her shift or call in to his/her supervisor and ask to use leave to cover the rest of his/her shift. 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.
- D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
- E. An employee who is scheduled for a swing or graveyard shift on a day he/she is called to jury service will be authorized to request change his/her work hours in order to report to jury service under the same provisions of a-c above.
- F. An employee who is called to jury duty will not be subject to working his/her full graveyard or swing shift if there is not a minimum of eight (8) hours before or after assigned jury duty. If there is less than eight (8) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave his/her shift early to allow for a minimum break of eight (8) hours. If there is less than eight (8) hours between the end of jury duty and the start of their shift, an employee will be able to delay his/her usual start time to ensure a eight (8) hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.
- G. Any employee 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 they use County transportation.
- H. Employees who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, they may use leave accruals other than sick leave for such an absence.

#### Section 8. Air Pollution Emergency

An employee unable to work on a regularly scheduled workday due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless the employee chooses to use accumulated overtime credit, sick leave credit, vacation credit or holiday leave credit for the period of time off work due to the emergency.

## Section 9. 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 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 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 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, reinstatement may be granted only if the employee makes a satisfactory explanation to a Mediator from the State of California Mediation and Conciliation Service for the absence and/or the failure to obtain an approved leave of absence, and the Mediator 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 person assigned by the State Conciliation Service. The conciliator's decision may be verbal or in writing. The decision of the State Conciliation Service 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 may also have a non-attorney representative. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
  3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator or mutually agreed upon impartial party may consult with witnesses informally and otherwise investigate the controversy.
  4. The judgment of the conciliator 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 judgement may be rendered.

5. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
6. All costs for the service of the conciliator, 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 the employee.

ARTICLE IX  
VACATION

- A. Subject to the limitations and exemptions of this section, every regular employee 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:

Zero (0) through three (3) years (zero (0) through six thousand two hundred forty (6,240) hours) in a payroll status, eighty (80) hours each year;

years four (4) through nine (9) (six thousand two hundred forty-eight (6,248) through eighteen thousand seven hundred and twenty hours (18,720) hours) in a payroll status, one hundred twenty (120) hours each year;

years ten (10) or more (eighteen thousand seven hundred twenty-eight (18,728) hours or more) in a payroll status one hundred sixty (160) hours each year.

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than a maximum of seven hundred and forty-four (744) hours, 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.

Upon the written request of a department head showing reasonable necessity and good cause, submitted prior to the accumulation of the maximum vacation entitlement, the Board of Supervisors may by order temporarily enlarge for a specific employee the maximum accumulation, by extending the period of additional vacation accrual for not more than three 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 Memorandum. 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 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 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 Memorandum 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.
- G. Temporary Vacation Bank Increases: Effective the first full pay period in July 2013 (16/13), the County shall add an additional two (2) hours per pay period (based on standard accrual rules) to the vacation banks of all bargaining unit employees to a maximum of 104 hours. This clause shall expire on the first pay period in July of 2015 (16/15), at which time the future vacation time accruals shall revert to the previous bi-weekly amount, as provided in the 2010-2011 RSA PSU MOU.

The vacation maximum accrual shall be increased by 104 hours to accommodate the additional hours.

ARTICLE X  
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, Dr. Martin Luther King, Jr.'s Birthday  
 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 the holiday.
- F. Regular or seasonal employees covered under the provisions of this Memorandum who are regularly scheduled to 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:

- 1. Compensatory time off not to exceed eight (8) hours for such holiday or;
- 2. Be paid for the holiday at the regular rate of pay not to exceed eight (8) hours.

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 judgement, 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.

- G. A regular part-time employee shall only receive holiday pay for the holiday or portion thereof which coincides with their regularly scheduled working hours.
- 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.

- I. Accumulated holiday credit earned at the expiration of each prescribed pay period upon election of the employee may be accumulated to their accumulated holiday credit up to 80 hours or be paid to the employee by County Warrant.

## ARTICLE XI 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. 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 4. Moving Expenses-Current Employees

Upon the written request of a department head, with the written approval of the County Executive Officer, the Board of Supervisors may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the change, shall be subject to such reasonable conditions as the Board may require, shall specify the maximum amount authorized and shall not be granted more than once in any one 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 5. Reimbursement for Employee Training - Board Policy C-7

It shall be the policy of the Board of Supervisors that an employee may be reimbursed the actual cost of tuition or registration fees upon successful completion of a course offered by an institution of higher learning, training facility, or following attendance of a workshop, seminar or institute, providing that such training is designed to improve the employee's effectiveness in performing his or her assigned duties.

Subject to the availability of funds, reimbursement for such training may be authorized as follows:

- A. By the department head
  - 1. When the tuition or registration fee is \$500.00 or less.
  - 2. When the cost of training, in any amount, is reimbursed from funds administered by State or Federal agencies.
  
- B. By the Human Resources Department and Administrative Office
  - 1. When the tuition or registered fee is more than five hundred dollars (\$500.00) (for all training except referred to in A(2) above).
  - 2. Such approval shall be obtained prior to the commencement of the training.

Reimbursement for travel expenses associated with employee training shall be authorized in accordance with Division 3 of the County's Code of Administrative Regulations.

ARTICLE XII  
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has completed an initial probationary period, and any extension, has permanent status. No employee with permanent status shall be disciplined or discharged without good cause.

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 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 Anti-Violence in the Workplace Policy; and,
- Q. Violation of the County's Harassment Policy.

Section 3. Suspension of an employee shall not be for more than forty (40) working days.

Section 4. Reduction in compensation under this section shall consist only of a change within the salary range from the existing rate to a lower rate for a specified duration of one or more full pay periods, but not to exceed thirteen (13) pay periods.

### ARTICLE XIII 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. Whenever there is an interrogation of an employee where the significant purpose is to investigate facts to support disciplinary action there is a right for the employee to be represented.

- A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or 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. Department, for purpose of this procedure, shall be defined as an agency, department, or district of the County which is set out in a separate section of Ordinance No. 440.
- D. The Employee Relations Manager 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 Employee Relations Manager may be exercised by a designated subordinate.

## Section 2. Involuntary Leave of Absence

Pending investigation by the department head of accusation against an employee alleging employee misconduct, covered under Article XI of this Memorandum, the department head 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 department head is unable to complete the investigation within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days. In such cases, and except for good cause as solely determined by the department head, the department head will notify the employee as to what specific allegations are being investigated. The Union will also be notified as to the extension only. 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 department head may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County's best interest. Except for investigations of employment related issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

The 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, if applicable, home 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) 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. 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 4. Amended Notice of Disciplinary Action

- A. At any time before an employee's appeal is submitted to the Conciliator or Arbitrator for decision, the department head may, with the consent of the Employee Relations Manager, serve on the employee and file with the Employee Relations Manager 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. 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 Employee Relations Manager 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 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.

#### Section 7. Hearing Procedure - Minor Discipline

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand, the appeal shall be determined under the following provisions:
1. Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the parties. The conciliator's decision may be verbal or in writing. The conciliator'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 testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
  3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator may consult with witnesses informally and otherwise investigate the controversy.
  4. The conciliator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
  5. The judgment of the conciliator 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 judgement may be rendered.
  6. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
  7. All costs for the service of the conciliator, 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 the employee.

## Section 8. Hearing Procedure - Major Discipline

- A. Appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary shall be heard by an arbitrator.
- B. The parties shall maintain a jointly negotiated list of no fewer than seven nor more than eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from RSA and the County shall meet to establish the list of up to eleven Arbitrators.
- C. The hearing shall be set by the Employee Relations Manager, or designee, and employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- D. The employee and the department head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee may be represented only by the exclusive employee organization.
- E. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the officer or employee. The Employee Relations Manager shall arrange for the production of any relevant County record. The arbitrator is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the department head may, at their own expense, provide a reporter for the hearing.
- G. The expenses of the arbitrator and transcripts, if required, shall be shared equally by the 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 disciplinary hearing.
- H. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. Within 21 days following the submission of the appeal, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The

decision of the arbitrator shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.

1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Memorandum but, rather, shall interpret and apply its terms.
2. If the arbitrator 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 restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.
5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.
6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.
7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.

#### Section 9. Evidence And Procedures Applicable to All Hearings

- A. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.a. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.

- C. Irrelevant and unduly repetitious evidence shall be excluded.
- D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- E. Oral evidence shall be taken only on oath or affirmation.
- F. Employees not testifying in their behalf may be called and examined as on cross-examination.
- G. The employee and the Department Head shall have these rights:
  - 1. To call and examine witnesses;
  - 2. To introduce exhibits;
  - 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
  - 4. To impeach any witness regardless of which party first called the witness to testify; and
  - 5. To rebut any derogatory evidence.
- H. The hearing shall be a private proceeding among the County, the employee and the employee organization.

ARTICLE XIV  
GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

Section 1. Intention

It is the intent of this procedure that grievances be settled at the lowest possible administrative level.

Section 2. Grievance Definition

Except as outlined below, a “grievance” is a dispute – the solution of which is wholly or partially within the province of the County to rectify – that involves the interpretation or application of the MOU; or existing (a) Ordinances, (b) rules, (c) regulations, or (d) policies concerning wages, hours, and other terms and conditions of employment. Where a grievance affects more than one employee, RSA may file a grievance by identifying the

affected employees, either by name or some other method that makes their identity clear. A grievance does NOT include:

- A. Matters reviewable under some other County administrative procedure;
- B. Matters for which the solution 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. Matters involving the termination of a probationary, seasonal or temporary employee;
- D. Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension or any other action taken for disciplinary reasons against a permanent employee, pursuant to the provisions of Article XII; and,
- E. Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory (or competent) or better or (2) with respect to employees in their initial probationary period.

### Section 3. Freedom From Reprisal

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

### Section 4. Employee Representation

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure. An employee who is a member of RSA may only be represented by RSA.

Reasonable access to work areas by representatives of RSA shall be in accordance with Section 20 of the Employee Relations Resolution. The grievant(s) 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(s) 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. 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 settled at any point during the grievance-arbitration procedure shall be final and binding on the parties to the settlement.

## Section 7. Withdrawal

Any grievance petition may be withdrawn by filing party 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 RSA 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 RSA, 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 may be extended by written consent of the parties.

## Section 11. Steps in the Grievance Process

The following procedure shall be followed:

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee(s), or the employee's representative, 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(s) or the Supervisor. Grievances filed by RSA 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 the occurrence of the circumstances giving rise to the grievance, or within fifteen (15) days of the discovery of the circumstances giving rise to the grievance, or when those circumstances reasonably should have been discovered, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. RSA shall submit the grievance petition to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the grievance petition is complete. The Human Resources Department shall forward a copy of the grievance petition to the appropriate Department Head(s).



- C. Grievance Meeting. Within fifteen (15) working days after submission of the grievance petition, the Department Head, or a designee, and the Employee Relations Division Manager, or a designee, shall meet with RSA to discuss the grievance. No later than fifteen (15) working days thereafter, the Employee Relations Division Manager, or a designee, shall render written decision.
- D. Demand for Arbitration. If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented in writing to the Employee Relations Division Manager or a designee within ten (10) working days after receipt of the decision of the Employee Relations Division Manager, or a designee.

## Section 12. Arbitration

- A. After submission of a demand for arbitration, the parties shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List." Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties. If the parties are unable to agree, then an arbitrator will be selected by the parties alternately striking names from the "Arbitrator Strike List" until one (1) name remains who shall serve as the arbitrator.
- 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 Employee Relations Manager, or a designee, with the employee's department head at least two (2) working days in advance of the hearing date.
- D. Prior to the arbitration hearing, the parties 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 substantive issue(s) 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. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.
- E. All grievances filed by RSA shall be heard and discussed in the grievance procedure up to and including the grievance meeting; no grievance shall be rejected from the grievance procedure. In the event that the County maintains that the issue is not subject to arbitration the issue of arbitrability shall be resolved by an Arbitrator on the Arbitrator Strike List who shall be selected by mutual agreement of the parties but who will not hear the underlying dispute. In the event that the arbitrator finds that the grievance is arbitrable, the parties shall select a different arbitrator to hear the underlying dispute.

- F. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained herein. No arbitrator shall have any power to alter, amend, modify, or change any of the terms of this agreement or shall exceed the authority provided to him by this agreement.
- G. Arbitration proceedings shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- H. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a hearing.
- I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- J. The decision of the arbitrator shall be final subject to the right of either party to seek judicial review by filing a writ per the appropriate section of the California Code of Civil Procedure.

ARTICLE XV  
ANTI-STRIKE CLAUSE

It is hereby agreed that RSA 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 Memorandum of Understanding.

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

ARTICLE XVI  
ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first 21 calendar days during which he/she is necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including, for this

purpose, the values, successively, of the 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 the temporary disability payments and the regular compensation, he/she shall continue to accrue sick leave and vacation benefits at the regular rate.

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

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

## ARTICLE 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. For purposes of this procedure, department shall be defined as the smallest business unit of:
1. the administrative staff of an agency; or
  2. a department; or
  3. a department within an agency; or
  4. a district of the County; or
  5. a County Service Area
- 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. Seniority shall continue to accrue while an employee is on the layoff list.

## Section 2. Reduction in Force

- A. When it becomes necessary to reduce the work force in a department, the department head shall designate the job classification(s) to be affected, and the number of employees to be 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 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 at the rate nearest their present salary within the range of the class to which they are demoting provided such rate shall not exceed present salary.

- F. The effected 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 RSA Public Safety bargaining unit.
- C. Departments are required to notify the Human Resources Department in writing why these candidates are unacceptable before outside candidates will be referred.

## Section 5. Departmental Reinstatement List

- A. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under subsection (c) above, shall be placed on Departmental Reinstatement Lists for all classifications of a currently equal or lower salary range in which the employee ever held regular status, provided the department is allocated any positions of such classification.
- B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
  - 1. The expiration of two (2) years from the date of placement on the list.
  - 2. Failure to report to work within seven (7) 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 his/her department head, in writing, of the employee's current mailing address.
  - 4. Request in writing to be removed from the list.
- D. Status on Reinstatement

Reinstatement is defined as recall by the same department, from a departmental reinstatement list, into a regular position. Upon reinstatement, the employee shall be entitled to:

- 1. Restoration of all sick leave credited to the employee's account on the date of layoff.
- 2. Continuation of seniority.
- 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 rate which is nearest former or current pay rate, whichever is higher, with the employee's hours at a rate being the same number of hours which the employee had at the time of layoff.

## Section 6. Re-employment

Status on Re-employment. Re-employment 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 re-employed 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 thirty (30) days and not to exceed four hundred eighty (480) full-time hours within a six (6) month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond four hundred eighty (480) full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under Section 5.D.(4) of this Article.

Section 8. The Human Resources Department will provide to RSA each quarter a list of employees by Department, classification, and date of hire.

## ARTICLE XVIII DRESS CODES

Section 1. The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. Effective the signing of this Agreement, an employee must be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of this Article.

Dress codes that were in effect as of June 23, 1993, shall continue in effect for the term of this Memorandum unless modified in accordance with the following.

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

“Appearance Standard Dress Code – Uniforms”

The parties agree to establish a labor/management committee to develop a uniform and corresponding policy for group counselor staff.

## Section 2. Uniforms

### A. General Uniform Provisions

1. Issuance. The County agrees to provide uniforms or uniform allowances to employees in the department so long as the employee is required to wear uniforms in the performance of their duties.
2. Property of the County. Uniforms issued by the County shall remain property of the County.
3. Return. Employees shall return all issued uniforms/articles of the issued uniform to the County upon request.
4. Reporting of Uniforms to CalPERS. The parties agree that to the extent permitted by law, the value of uniforms (in an amount not to exceed one thousand dollars (\$1,000.00) annually) is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) Uniform Allowance. Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

## ARTICLE XIX VOLUNTARY TIME-BANK

Section 1. Any 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 incapacitate the employee for an extended period of time and 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, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for 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. 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 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 not retrievable.

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

1. Any employee may donate vacation, holiday accrual, or administrative leave. Sick leave and compensatory time may be not donated.
2. Donations of vacation, holiday accrual, or administrative leave 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 administrative leave to less than one hundred sixty eights (168) hours.
5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or administrative leave.

6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donor's and recipient's paid leave balances will be made.

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

1. Only the employee for 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 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 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.

Section 2. It is agreed that the use of the holiday bank for donation of time shall be applicable to this Memorandum subject to reopener should it be determined by the County that such use is abused or it is an administrative problem.

ARTICLE XX  
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 their evidence and give testimony.
- D. Appeal of Accident Review Committee Determination.
  - 1. A notice of determination is sent to the employee by certified mail return receipt requested to their last known address if the accident is determined to be preventable. The notice of determination will include an employee's right to appeal the committee's finding. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing of the notice of determination to the employee.
  - 2. The employee shall submit a written request for review within ten (10) working days following the date of the receipt.
  - 3. An employee is entitled to representation during the presentation of this appeal.

4. The Accident Review Committee shall review the evidence and testimony presented by the employee(s) and/or their representative and make its final determination. The final copy of the Accident Review Committee's determination will be sent to the employee's department and their representative or the employee.
  5. If there is no appeal made within the stipulated time limits, the final copy of the Accident Review Committee's determination will be sent to the employee's department and the employee.
- E. The County will release the employee from work with pay for the actual time needed for their presentation. An employee is not entitled to preparation time or mileage paid by the County. In cases where the employee is in an outlying area, a presentation may be made by a telephone conference call with the Accident Review Committee at the employee's option.
  - F. Employee is entitled to any information that the County uses upon which it bases its initial determination.

ARTICLE XXI  
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 referred to under Article II, 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 of Article V.
- 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. The "Administrator" means the Health Benefits Officer of the County or a designee.

- B. The "Code" means the Internal Revenue Code of 1986 as from time to time amended, supplemented, or superseded by laws of similar effect.
- C. The "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 Coverages" means those coverages 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 coverages 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 otherwise 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 purposes by an association or union which adopts this Plan through a memorandum of understanding with the County or (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, they shall cease to be a participant. The individual will again become a participant when he/she returns 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 Coverages which are available to the Employee in lieu of salary. Included in the Contributory Coverages are benefits available under the Welfare Benefit Plan and dental coverage as offered by the County.
- B. Election Under Plan. Elections under Section 4.1 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 4.1. 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 (60) 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 (i) satisfy the anti-discrimination requirements imposed on this Plan by the Code; (ii) 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 (iii) 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 Coverages for electing Employees or to pay them cash as provided under Section 4.1. The maximum amount of nonelective County contributions available for any Employee shall be the amount as listed on Appendix A, attached hereto, as may be amended from time to time. 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 Coverages 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 4.4, 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 coverages 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.

The County may amend, alter, or change the benefit plans and programs covered by this Plan and may amend or terminate the Plan itself.

Section 7. Flex Benefits Programs

- A. The County shall contribute \$64.60 per month, on behalf of each employee and each eligible retiree and such employee's and retiree dependents enrolled in one of Riverside County employee medical and hospital plans, toward the payment of premiums for health insurance under the PEMHCA.

The PEMHCA amount payable to eligible retiree's shall increase in accordance with State law on the following schedule:

Commencing Calendar Year 2010                      Amount as established by State law.

- B. Effective November 13, 2014, the County shall contribute up to \$940.00 per month, per active employee only, toward the County's Flexible Benefit Program which includes the monthly contribution toward the PEMHCA described above and is to be used toward the eligible cafeteria plans.

- C. Effective November 19, 2020, eliminate cash back for unused flex benefits. Employees who do not use the full amount of the County's flex benefit contribution will forfeit the unused amount.

1. Effective November 19, 2020, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored medical plan on the following basis:

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

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

2. Effective January 12, 2023, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored medical plan on the following basis:

Employees with two-party or family coverage: Monthly premium reduced by \$571.00.

The medical subsidies shall have no cash value.

3. For part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees after January 11, 1990, the prorated health insurance contribution shall become a prorated cafeteria contribution including the monthly contribution toward PEMHCA under the County of Riverside Flexible Benefits Program on the following basis:

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



- b. Employees working thirty (30) to thirty-nine (39) hours per week, 75% of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee.
- D. Employees waiving medical coverage shall receive \$456.72 per month. Effective November 19, 2020, eliminate medical waiver opt out pay.
- E. Employees electing not to take hospital and medical health insurance coverage (PEMHCA) must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical coverage shall be received by the Human Resources Department within sixty days from date of hire, and annually during open enrollment.
- F. Effective January 1, 2021, employees have the right to contribute to the County's Healthcare Flexible Spending Account to the maximum permitted per IRS guidelines.

#### Section 8. Optical Insurance

The County provides an optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit in this Memorandum).

#### Section 9. Deferred Compensation

The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to the annual IRS limits in any one (1) calendar year in accordance with the County's approved Deferred Compensation Plan.

### ARTICLE XXII SEPARABILITY

It is understood and agreed that this Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

ARTICLE XXIII  
PROMOTIONAL PROCEDURE  
DEPUTY PROBATION OFFICER

Section 1. Examination Process

- A. The examination process for Senior Probation Officer, Supervising Probation Officer and Senior Probation Corrections Officer shall include a written examination administered by the Human Resources Department with a weight of 35 points, an oral examination conducted by the Probation Department with a weight of 50 points and an overall evaluation on promotability conducted by the Probation Department with weight of fifteen (15) points which shall be weighted five (5) points for cross department experience; eight (8) points for above average performance evaluations; two (2) points for length of continuous service above the minimum qualifications required for the position. There shall be no pass/fail test scores.
1. The Department agrees that should they consider any substantive changes to the promotability portion of the examination process, they will notify RSA in advance of the proposed change.
- B. The Probation Department will compute the final combined, weighted score for the examination process for each candidate, based on the three (3) elements of the process described above. The County shall give out scores to the individual employee applicant upon request.
- C. The County shall make every effort with respect to the written promotional examination to provide source or reference material from which the questions and answers have been derived and shall communicate it to the candidates at the time of the examination announcement.

Section 2. Interview Panel

The interview panel shall consist of departmental and County representatives, one participant selected from outside the Agency and an observer from the County Human Resources Department.

Section 3. Selection

The first selection for each position appointment to be filled shall be made from the top six (6) candidates, (including all persons tied for the sixth position) of those available for the assignment, whichever is greater.

ARTICLE XXIV  
ASSOCIATION RIGHTS

Section 1. Bulletin Boards

Space may be made available to RSA on departmental bulletin boards within representation unit provided such use is reasonable. Notices shall be dated and signed by

an RSA representative. The privilege does not extend to the individual members of an organization.

The posting and removal of bulletin board material must be maintained in a timely fashion. The County, through the Human Resources Director or their designee, reserves the right to suspend or cancel bulletin board privileges for abuse.

### Section 2. Release Time

- A. Authorized representatives of the Association shall be entitled to release time for the purpose of traveling to and from and appearing at RSA Board meetings.
- B. During each fiscal year such authorized representatives' cumulative release time (for the entire unit and not per person) with pay shall not annually exceed forty-four (44) hours and any excess hours shall be either without pay or charged against the authorized representative's appropriate paid leave banks.
- C. For labor negotiations, members of the negotiations team shall receive release time for the time in negotiations as well as one hour before and after the negotiations meeting. This release time is not part of the forty-four (44) hours described in the previous paragraph.

### Section 3. Employee Orientation

The County shall provide the Association with a minimum of 10 days' notice in advance of a new employee's orientation. The notice will be provided by email to the Association staff. The Association will provide up-to-date email addresses of their staff members to the Probation Department.

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 that was not foreseeable.

The Association will be permitted to have two (2) hours with the employee(s). If the orientation occurs during a normally scheduled meal break, the Association will provide a meal to the new employee(s) at the Association's expense.

If the County provides an online employee orientation process, the Association shall have the right to provide up to a fifteen (15) minute presentation into that online orientation.

Notice to the Association shall be to the County email address of those persons designated in writing by the Association. The designated persons may be updated as needed.

## ARTICLE XXV LABOR/MANAGEMENT COMMITTEE

The parties agree to establish a Labor Management Committee (LMC) with members from the Department, PSU and HR to initially discuss the following issues:

1. Employee requests for schedule changes
2. Equipment
3. Any other matter the parties mutually agree to discuss.

The parties agree to begin the LMC within 6 months of the effective date of this MOU. Additional issues may be added by either party. Agendas will be shared in advance to the extent possible, and notes will be taken for both parties to agree upon.

SIGNATURE PAGE

Dated 13 day of August, 2024.

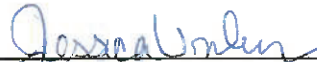
On behalf of the  
County of Riverside



Peter Brown  
Legal Counsel



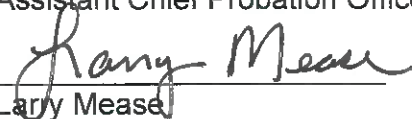
Clorissa Cacho  
Human Resources Division Manager



Jessica Urban  
Employee & Labor Relations Officer



Natalie Rivera  
Assistant Chief Probation Officer




Larry Mease  
Probation Division Director

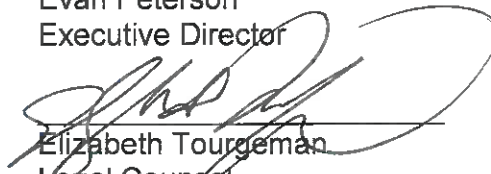
On behalf of the  
Riverside Sheriffs' Association



William Young  
RSA President



Evan Peterson  
Executive Director



Elizabeth Tourgeman  
Legal Counsel

**MEMORANDUM OF UNDERSTANDING**

**202402 - 202516**

**COUNTY OF RIVERSIDE**

**AND**

**RIVERSIDE SHERIFFS' ASSOCIATION, INC.  
PUBLIC SAFETY UNIT**

# TABLE OF CONTENTS

DEFINITIONS .....	1
ARTICLE I TERM.....	3
SECTION 1. TERM	3
SECTION 2. SUCCESSOR AGREEMENT	3
SECTION 3. OPERATIONAL SIDE GROUPS	3
ARTICLE II RECOGNITION.....	3
ARTICLE III FULL UNDERSTANDING, MODIFICATION AND WAIVER.....	4
ARTICLE IV COMPENSATION AND BENEFIT INCREASES .....	5
SECTION 1. WAGES	5
ARTICLE V WORKWEEK, OVERTIME AND PREMIUM PAY.....	8
SECTION 1. WORKWEEK	8
SECTION 2. OVERTIME	9
SECTION 3. PREMIUM PAY	12
ARTICLE VI PAY PRACTICES .....	19
SECTION 1. STEP ADVANCE	19
SECTION 2. NEW EMPLOYEES	21
SECTION 3. RE-EMPLOYMENT	21
SECTION 4. PROMOTION	22
SECTION 5. TRANSFER	22
SECTION 6. DEMOTION	23
SECTION 7. RECLASSIFICATION	23
SECTION 8. TEMPORARY PROMOTION	24
SECTION 9. CONFORMANCE TO PLAN	24
ARTICLE VII GENERAL PERSONNEL PROVISIONS .....	24
SECTION 1. PROBATION	24
SECTION 2. RETIREMENT	26
SECTION 3. NON-SMOKING POLICY	27
SECTION 4. MILEAGE REIMBURSEMENT	28
SECTION 5. MERIT SYSTEMS/VETERANS PREFERENCE	28
SECTION 6. ELECTRONIC FUND DEPOSIT OF PAYROLL	28
SECTION 7. ACTIVE EMPLOYEE BADGES	29
SECTION 8. RETIREE ID CARDS	29
SECTION 9. ONE-TIME SPECIAL TIME BANK	29
ARTICLE VIII LEAVE PROVISIONS .....	30
SECTION 1. SICK LEAVE	30
SECTION 2. RETURN TO WORK FOLLOWING INJURY	32
SECTION 3. BEREAVEMENT LEAVE	32
SECTION 4. FITNESS FOR DUTY	32
SECTION 5. AGENCY/DEPARTMENT-LEAVE OF ABSENCE/OFFICIAL LEAVE OF ABSENCE	33
SECTION 6. MILITARY LEAVE	35
SECTION 7. JURY DUTY	35
SECTION 8. AIR POLLUTION EMERGENCY	36
SECTION 9. ABANDONMENT/AUTOMATIC RESIGNATION	36
ARTICLE IX VACATION .....	37
ARTICLE X HOLIDAYS.....	39
SECTION 1. PAID HOLIDAYS	39
ARTICLE XI REIMBURSEMENT PROGRAMS .....	40
SECTION 1. LIVING QUARTERS, MEALS, OR LAUNDRY SERVICE	40
SECTION 2. MEALS	40
SECTION 3. GENERAL PROVISIONS	41
SECTION 4. MOVING EXPENSES-CURRENT EMPLOYEES	41
SECTION 5. REIMBURSEMENT FOR EMPLOYEE TRAINING - BOARD POLICY C-7	41
ARTICLE XII DISCIPLINE, DISMISSAL, AND REVIEW .....	42
ARTICLE XIII DISCIPLINARY APPEAL PROCEDURE .....	43
SECTION 1. GENERAL	43

SECTION 2. INVOLUNTARY LEAVE OF ABSENCE	43
SECTION 3. NOTICE OF DISCIPLINARY ACTION	44
SECTION 4. AMENDED NOTICE OF DISCIPLINARY ACTION	45
SECTION 5. APPEALS	45
SECTION 6. WAIVER	45
SECTION 7. HEARING PROCEDURE - MINOR DISCIPLINE	45
SECTION 8. HEARING PROCEDURE - MAJOR DISCIPLINE	46
SECTION 9. EVIDENCE AND PROCEDURES APPLICABLE TO ALL HEARINGS	48
<b>ARTICLE XIV GRIEVANCE PROCEDURE</b> .....	<b>49</b>
SECTION 1. INTENTION	49
SECTION 2. GRIEVANCE DEFINITION	49
SECTION 3. FREEDOM FROM REPRISAL	50
SECTION 4. EMPLOYEE REPRESENTATION	50
SECTION 5. CONSOLIDATION	50
SECTION 6. RESOLUTION	50
SECTION 7. WITHDRAWAL	50
SECTION 8. TIME LIMITS	50
SECTION 9. RESUBMISSION	50
SECTION 10. EXTENSION OF TIME	51
SECTION 11. STEPS IN THE GRIEVANCE PROCESS	51
SECTION 12. ARBITRATION	51
<b>ARTICLE XV ANTI-STRIKE CLAUSE</b> .....	<b>53</b>
<b>ARTICLE XVI ON-THE-JOB INJURY OR ILLNESS</b> .....	<b>54</b>
<b>ARTICLE XVII LAYOFF AND REINSTATEMENT</b> .....	<b>54</b>
SECTION 1. SENIORITY	54
SECTION 2. REDUCTION IN FORCE	55
SECTION 3. REASSIGNMENT	56
SECTION 4. EMPLOYMENT COUNSELING AND REFERRAL	56
SECTION 5. DEPARTMENTAL REINSTATEMENT LIST	57
SECTION 6. RE-EMPLOYMENT	58
SECTION 7. TEMPORARY RECALL	58
<b>ARTICLE XVIII DRESS CODES</b> .....	<b>58</b>
<b>ARTICLE XIX VOLUNTARY TIME-BANK</b> .....	<b>59</b>
<b>ARTICLE XX APPEAL PROCEDURE ACCIDENT REVIEW COMMITTEE</b> .....	<b>62</b>
SECTION 1. PROCEDURES	62
<b>ARTICLE XXI FLEXIBLE BENEFIT PROGRAM</b> .....	<b>63</b>
SECTION 1. ESTABLISHMENT OF THE PLAN	63
SECTION 2. DEFINITIONS	64
SECTION 3. ELIGIBILITY AND PARTICIPATION	65
SECTION 4. BENEFITS	65
SECTION 5. RECEIPT OF BENEFITS	66
SECTION 6. ADMINISTRATIVE PROVISIONS	66
SECTION 7. FLEX BENEFITS PROGRAMS	67
SECTION 8. OPTICAL INSURANCE	69
SECTION 9. DEFERRED COMPENSATION	69
<b>ARTICLE XXII SEPARABILITY</b> .....	<b>72</b>
<b>ARTICLE XXIII PROMOTIONAL PROCEDURE DEPUTY PROBATION OFFICER</b> .....	<b>72</b>
SECTION 1. EXAMINATION PROCESS	72
SECTION 2. INTERVIEW PANEL	73
SECTION 3. SELECTION	73
<b>ARTICLE XXIV ASSOCIATION RIGHTS</b> .....	<b>73</b>
SECTION 1. BULLETIN BOARDS	73
SECTION 2. RELEASE TIME	73
SECTION 3. EMPLOYEE ORIENTATION	73
<b>ARTICLE XXV LABOR/MANAGEMENT COMMITTEE</b> .....	<b>74</b>



## DEFINITIONS

Arbitration Third Step meeting in the Grievance Process; grievance heard by an outside neutral third party (Arbitrator).

Anniversary date shall mean the date upon which a step advance in salary becomes effective under provisions of this Memorandum.

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 handicap, marital status, pregnancy, or other protected classification.

Employees shall mean all persons employed by the County of Riverside who are covered by the Public Safety Unit Memorandum of Understanding or the Riverside County Flood Control and Water Conservation District, other than officers.

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

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

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 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.

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

Promotion shall mean a change of employment without intervening loss of working days from a position allocated to a given salary range 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 employee means a holder of a regular position.

Regular position means a position established pursuant to Ordinance #440 on an ongoing basis, as distinct from a seasonal or temporary position.

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

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

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 their normal working shift. It does not include Saturday or Sunday, or equivalent normal days off for persons regularly employed on other than the usual working week basis of Monday through Friday.

ARTICLE 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 Sheriffs' Association, Inc. (hereinafter referred to as RSA) as the Exclusive Employee Organization for employees in the representation unit described under Article 2, Recognition. The RSA Public Safety Unit (PSU) MOU will be in full force as of October 27, 2020~~July 3, 2012~~, until October 22, 2025~~June 30, 2016~~.

Section 2. ~~Limited Re-Opener – Career Path Changes~~

~~RSA and the County agree to meet and confer with regard to changes to the career path(s) for all classifications (excluding Senior Group Supervisor/Instructor-Culinary Arts and Senior Group Supervisor/Instructor-Industrial Arts) covered by this MOU. This meet and confer shall commence no later than ninety (90) days from the adoption of this MOU by the Board of Supervisors.~~

Section 23. Successor Agreement

In the event RSA desires to negotiate a successor Memorandum of Understanding, RSA shall serve on the County during the period of one hundred twenty (120) days to ninety (90) days prior to the expiration of this MOU, its written request to commence negotiations for such successor MOU.

Section 3. Operational Side Groups

A. The parties acknowledge that there are operational side groups working on resolution of:

1. Shift Bidding
2. Involuntary/Department initiated transfers
3. On-call supervisor
4. Transportation Unit
5. Decentralization of the wrap around unit

The Parties agree the goal is to complete the meet and confer process within six (6) months of the effective date of the MOU.

ARTICLE II  
RECOGNITION

This Memorandum of Understanding shall apply only to persons employed as Regular full-time or Regular part-time within the Public Safety Unit:

52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer

<del>52874</del>	<del>Senior Group Supervisor/Instructor Culinary Arts</del>
<del>52875</del>	<del>Senior Group Supervisor/Instructor Industrial Arts</del>
<del>52813</del>	<del>Supervising Group Supervisor/Instructor</del>
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

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 said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside.

ARTICLE III  
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

Except as modified herein or as otherwise required by law, existing wages, hours and other terms and conditions of employment set forth in the County Salary Ordinance and related resolutions and regulations shall continue in effect. The terms used in this Memorandum 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 Memorandum of Understanding 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 RSA indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Miliias-Brown Act, and where RSA 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 RSA 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 Memorandum of Understanding.
- 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 XXVIII  
COMPENSATION AND BENEFIT INCREASES

A. Additional Steps:

~~Two additional Steps shall be added to the top of the salary ranges for all classifications.~~

- ~~1) First step effective July 11, 2013~~
- ~~2) Second step effective June 12, 2014~~

B. Deletion of Step One:

~~The first step added to the bottom of all classifications shall be removed effective July 12, 2012. Any incumbents on step one shall be moved to step two (the new step one) of the salary grade. There shall be no change to the employee's step entry date.~~

Advanced Grade Recognition:

~~Employees who have been at top step for one year or more as of August 9, 2012, shall receive a one-time advanced recognition payment of \$2,000.00. This payment shall be made to eligible employees no later than September 19, 2012. Employees who are not active at the time of payment are not eligible for the payment provided for herein.~~

Section 1. Wages:

- A. Effective, December 3, 2020, the bottom three steps for the salary ranges for Deputy Probation Officer II, Senior Probation Officer and Supervising Probation Officer classifications will be eliminated, at which time PSU employees in these classifications not already at the rate of the former Step 4 shall be moved to the rate of the former Step 4, which will be the minimum of the new range.
- B. Effective, December 3, 2020, the bottom five steps for the Deputy Probation Officer I classification will be eliminated, at which time PSU employees in this classification not already at the rate of the former Step 6 shall be moved to the rate of the former Step 6, which will be the minimum of the new range.
- C. Effective December 3, 2020, the bottom six steps for the Probation Corrections

Officer I and Senior Probation Corrections Officer classifications will be eliminated, at which time PSU employees in these classifications not already at the rate of the former Step 7 shall be moved to the rate of the former Step 7, which will be the minimum of the new range.

D. For all Deputy Probation Officer classifications (Deputy Probation Officer I, Deputy Probation Officer II, Senior Probation Officer and Supervising Probation Officer), the following increases will be applied to the maximum of the salary range:

1. Effective November 19, 2020, the maximum of the range shall be increased by four percent (4%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the four percent (4%) 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.

2. Effective November 18, 2021, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) 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.

3. Effective November 17, 2022, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) 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.

4. Effective November 16, 2023, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in 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.

5. Effective November 14, 2024, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in 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.

E. For all Probation Corrections Officer classifications (Probation Corrections Officer I,

Probation Corrections Officer II), except Senior Probation Corrections Officer, shall have the following increases applied to the maximum of the salary range:

1. Effective November 19, 2020, the maximum of the salary range shall be increased by six percent (6%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the six percent (6%) 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.
2. Effective November 18, 2021, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) 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.
3. Effective November 17, 2022, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) 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.
4. Effective November 16, 2023, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in 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.
5. Effective November 14, 2024, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in 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.

F. For Senior Probation Corrections Officer classification, the following increases will be applied to the maximum of the salary range:

1. Effective November 19, 2020, the maximum of the salary range shall be increased by six percent (6%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the six percent (6%) 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.

2. Effective November 18, 2021, the maximum of the salary range shall be increased by five percent (5%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the five percent (5%) 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.
3. Effective November 17, 2022, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) 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.
4. Effective November 16, 2023, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in 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.
5. Effective November 14, 2024, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in 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.

## ARTICLE IV WORKWEEK, OVERTIME AND PREMIUM PAY

### Section 1. Workweek

- A. Work-Period. The FLSA work period shall be 14 days.
- B. Work Schedules

Employees in this bargaining unit may be assigned to work a 5/40, 9/80, 4/10, or 3/12 work schedule at the discretion of management. An employee will be notified of the change to their work schedule at least one (1) pay period prior to the effective date of implementation. If the employee agrees, their schedule may be changed prior to the effective date. The parties agree that the County shall retain exclusive



control to determine employee work schedules and hereby waives any right to grieve schedule change assignments during the term of this agreement. All work schedule changes must be effective at the beginning of a pay period. The following describes the work schedules.

1. The 5/40 schedule (five eight-hour days per work week).
2. The 9/80 schedule (four nine-hour days per work week and one alternating eight-hour day/regular day off). Employees who have an FLSA workweek (as opposed to those on a 14-day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight-hour workday.
3. The 4/10 schedule (four ten-hour days per work week).
4. The 3/12 schedule (three twelve-hour days per work week and one alternating eight-hour day every other week). Employees who have an FLSA workweek (as opposed to those on a 14-day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight-hour workday.
  - a. Employees may also be assigned to work seven (7) twelve (12) hour shifts (referred to as the 3/12-4/12 work schedule) during the 14-day FLSA work period.

Note: It is not the intent of the Department to change an individual employee's work schedule in the institutions that is inconsistent with the balance of the unit.

~~Work-Period. The normal work period shall be ten (10) working days of eight (8) hours each. 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 eighty (80) hours after giving one pay period written notice to the representative, if any, of the employees affected.~~

~~A. The parties agree that the County shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule assignments during the remaining term of this agreement.~~

C. Turn Around Time

Department will schedule employees with a minimum of 8 hours between non-consecutive shifts, excluding scheduled overtime shifts (doubles). This term shall sunset at the end of this MOU contract period. Department will ensure that employees working a graveyard shift will be moved off of that graveyard shift to attend mandatory trainings unless the employee agrees otherwise.

Section 2. Overtime

During these informal discussions, RSA brought to the Department's attention a concern

regarding the use of flex time and the compensation of overtime. The Department is committed to reviewing the issue and addressing it as soon as practicable and agrees to meet and discuss any resolution or changes prior to implementation.

A.4. Overtime Work Defined. Overtime work is authorized work in excess of eighty (80) hours in the 14-day FLSA work period. As soon as administratively possible, sick leave shall no longer be regarded as time worked for the purposes of determining eligibility for overtime compensation. a work period, or 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.

~~A.2. Supervising Probation Officer – Overtime. Any Supervising Probation Officer assigned to a Probation Department Institution shall be entitled to time and one-half for all hours of non-scheduled overtime worked if such employee actually works in excess of five (5) hours of unscheduled overtime in any pay period; provided, however, if the employee works less than five (5) hours unscheduled overtime, employee shall be paid at the straight time rate for hours actually worked.~~

B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the department head or a designated subordinate. It shall not exceed sixteen (16) hours in any work period for any employee without prior approval of the County Executive Officer, except in case of public emergency or calamity or immediate hazard to life or property.

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

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, 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. Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit after forty (40) hours may at the election of the

employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated overtime credit of one hundred twenty (120) hours or less may be taken in compensatory time off, subject to management approval, and this method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of one hundred (120) hours or less may be paid for. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid for. Overtime caused by duly authorized continuing and regular work periods longer than eighty (80) hours, or by seasonal overtime work, if authorized by the County Executive Officer in advance, shall be currently paid for.

- 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 the 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 Human Resources Director and County Counsel shall determine which classes of positions are exempt from the Fair Labor Standards Act.

- H. 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 Memorandum, the following provisions shall apply:
  - 1. Any Officer, in order to perform the work of the 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, current employees at hourly rates equivalent to their current compensation basis.
  - 3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this Memorandum 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 who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

### Section 3. Premium Pay

A. Standby ~~Professional Call Duty~~. Unless otherwise specifically provided, 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 at the base rate of pay for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. Said compensation shall be in addition to said employee's regular salary entitlement. The compensation shall cease when said employee physically reports to work and shall resume at the completion of the call-out work. Worksite, for the purposes of this Section, shall mean the location an employee is required to physically report to in order to complete the work assigned. The standby duty shall not cease if an employee is able to complete the required work remotely without having to physically report to a worksite. All standby duty premium shall cease at the end of the standby duty shift.

~~for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. 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.~~

1. Employees assigned to standby are subject to the following requirements:
  - a. Be ready to respond immediately to calls for service;
  - b. Remain in the general vicinity of their home or worksite during the standby period;
  - c. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties;
  - d. Arrange their personal affairs to ensure their immediate response to a call out; employees are expected to respond to or be in route to the worksite within thirty (30) minutes of notification; and
  - e. Notify his/her supervisor immediately if he/she is unable to be on standby due to an unforeseen emergency.

B. ~~Minimum Overtime on Call-Back Work.~~ Call-back work is work required of an employee who, following completion of the employee's regular work schedule and departure from the employee's worksite, is directed to report back to duty to perform necessary work. To qualify for this call-back provision, an employee must have departed from the worksite. It is understood by the parties that a change in work schedule in which the employee had at least twenty-four (24) hours advance notice

~~shall not constitute call-back work. Except as hereinafter otherwise provided, an employee called back to work to meet an emergency on an overtime basis, whether or not he/she is in a standby or professional call duty status, shall receive minimum credit for one hours' work.~~

1. Physical Call-Back – Reporting to a Worksite. Except as hereinafter otherwise provided, an employee who is physically called back to work, whether or not he/she is in a standby duty status, shall receive minimum credit for one (1) hours' work at time and one-half (1½) the base rate of pay starting when they answer the phone call. Actual work performed in excess of one (1) hour, and not part of a regular work shift, shall be compensated at time and one-half (1½) the base rate of pay. If an employee should complete the work required, and subsequently be recalled, either physically or remotely, during the minimum credit period, the employee shall not be entitled to additional premium until the minimum credit period has expired.

At the completion of their call-out assignment, the employee will continue to be compensated until he/she returns to their assigned worksite. An employee will not be compensated for time spent commuting from their assigned worksite to his/her residence. If permitted by their supervisor, employees may return directly home from the call-out location, instead of returning to their assigned worksite. Those choosing this option will be compensated for the lesser travel time between their home or back to their assigned worksite.

An exception to the above is in situations where employees have been called out for an assignment greater than fifty (50) miles from their assigned worksite and must travel a substantial distance to return home. In such instances, employees will be compensated for the amount of time actually required to return directly home once released from the location of their call-out.

2. Remote Call-Back. Notwithstanding any other provision of the MOU, an employee who is called to perform work but is able to complete the work required without the employee having to physically report to a worksite, whether or not he/she is on standby duty status, shall be paid in one-tenth (1/10) hour increments at the rate of one and one-half (1½) the base rate of pay for all time worked while remotely responding to the call-back assignment.

To be eligible for remote call-back premium, employees must be authorized and directed by the department to perform such services. There shall be no minimum credit for remote call-back.

A.C. After Hours Call-Outs. Any employee, who is called in for duty outside of their normal duty hours, whether or not they are on-call, shall receive compensation beginning at the time they receive the phone call, regardless of whether they must don uniform or personal safety equipment at their home. At the completion of their call-out assignment, employees will continue to be compensated until they return to their duty station in order to unload their vehicles and doff their uniforms and personal safety equipment. Employees will not be compensated for their time spent commuting from their duty station to their residence.

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

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

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

C.E. Shift Differential

1. Applicability of Shift Differentials. Shift differentials do not apply to vacation, sick leave, holiday pay, professional call or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Field Services employees (i.e. all employee NOT working in the Probation Department Institutions) who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.
2. Evening Shift. County employees who perform work between the hours of 3:00 p.m. and 11:00 p.m., shall be paid a night differential of 0.60¢ per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.
3. Night Shift. County employees 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.

D.F. Bilingual Pay

1. Bilingual Pay Scope

~~Upon assignment to a position that has been determined to require bilingual skills, a certified employee shall receive bilingual premium. The scope of this policy covers all full time and part time employees who are assigned work on a regular and continuing basis that requires a second language to effectively meet the service demands of the County's customers.~~

2. Eligibility Factors:

- a. The department head or designee shall designate positions to provide bilingual services;
- b. Incumbents must be assigned to provide bilingual services by the department head or designee; and
- c. Incumbents must successfully pass a bilingual proficiency examination administered by the County Human Resources Department.

2-3. Testing

- a. Employees who were grandfathered to receive bilingual premium without possessing a certification from the County Human Resources Department will be required to successfully pass the requisite examination within ninety (90) calendar days from the adoption of this MOU by the Board of Supervisors to be eligible to receive bilingual premium. Failure to obtain a certification or a failed result within ninety (90) calendar days from the adoption of this MOU by the Board of Supervisors shall result in immediate loss of bilingual premium, whichever occurs first.
- b. Testing shall be done while employees are in paid status.
- a.c. To ensure that employees are maintaining their bilingual skills, employees eligible for bilingual pay may be required to retest every two (2) years to continue to receive the pay. Testing is done during work time.

~~3. Eligibility requires use of a second language at least five (5) times per week or once per day.~~

4. Skill levels

a. Definitions of Skill Levels:

a.b. Employees must possess an appropriate proficiency certification from the County Human Resources Department for the skill level demonstrated.

1. Level 1: Basic Oral Communication/Reading Examination. – Employees at this level demonstrate proficiency in reading and speaking in both English and a second language. –perform bilingual translation.

2. Level 2: Written Examination/Task Completion –Employees at this level demonstrate proficiency in reading, speaking, and writing in both English and a second language. perform bilingual translation as well as written



~~translation.~~

- ~~3. Level 3: Complex Level Written Examination translation, and medical and legal interpretation—  
Employees at this level ~~perform~~ demonstrate proficiency in reading, speaking and writing in both English and a second language using medical or legal terminology in a specific medical or legal environment (e.g., hospital, courtroom, etc.).  
~~complex verbal and written translation.~~~~

## 5. Compensation

1. Employees who have qualified for bilingual ~~premium compensation~~ will receive additional compensation as follows:
  1. Level 1: ~~Fifty cents \$40 per pay period~~ (~~(\$0.50)~~ per hour actual ~~hour~~ hour worked)
  2. Level 2: ~~Seventy-five cents \$60 per pay period~~ (~~(\$0.75)~~ per hour actual ~~hour~~ hour worked)
  3. Level 3: ~~One dollar \$80 per pay period~~ (~~(\$1.00)~~ per hour actual ~~hour~~ hour worked)

## 6. Plan Implementation

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

~~Employees certified by the County Human Resources Department shall receive bilingual pay as long as the department head or designee designates that position for bilingual assignment. The decision of the department head or designee to assign and/or remove bilingual assignment is not subject to either the grievance or disciplinary appeal procedure in the MOU and cannot be made or interpreted as disciplinary action.~~

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

### 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~~

#### 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.~~

~~Payments for employees will be pro-rated based on the actual hours worked. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.~~

E.G. Extradition Pay. Employees assigned to extradite prisoners to or from another jurisdiction shall be paid:

1. for all hours spent with the prisoner in their custody;
2. for waiting time, 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;
3. 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:
  - a. 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;

- b. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and mealtime; or
  - c. during their regular working hours, even on a day when the Deputy Probation Officer 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 mealtime. The Deputy Probation Officer shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
4. 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.
5. the above extradition pay must be paid in a manner and time period consistent with regular county pay practices.
- 5-6. When an overnight stay is necessary, lodging shall be provided by single occupancy accommodations (one employee per room).

#### H. Armed Duty Assignment

Employees authorized to carry a firearm and assigned to armed assignments designated the Chief of Chief's designee, shall receive additional pay of \$2.00 per hour for actual hours worked, including overtime, the designated armed assignment. The additional pay shall not apply to sick, vacation, or other leave hours utilized while in the designated armed assignment. Furthermore, overtime worked in an unarmed assignment shall not be eligible for this premium pay.

Employees have no property rights to premium pay assignments and such assignments are within the discretion of the Chief or Chief's designee. It is expressly understood that armed assignments as designed by the Chief or Chief's designee are subject to rotation and removal from such duties at the discretion of the Department.

Removal from designated armed assignments is not a grievable issue under the Grievance Procedure, unless it is alleged that the removal was disciplinary or punitive action in which case the matter maybe be heard in the disciplinary procedure.

#### F-I. Education Incentive for Probation Corrections Officer and Senior Probation Corrections Officer

- 1. Associate Degree – Any Probation Corrections Officer or Senior Probation Corrections Officer who possesses or earns an associate degree from an accredited university or college shall be paid a premium equivalent to two and a half percent (2.5%) of the employee's base hourly rate of pay for all

hours actually worked, not exceeding eighty (80) hours per pay period, upon presentation of proof that the employee holds such degree.

2. Bachelor's Degree – Any Probation Corrections Officer or Senior Probation Corrections Officer who possesses or earns a bachelor's degree from an accredited university or college shall be paid a premium equivalent to four percent (4%) of the employee's base hourly rate of pay for all hours actually worked, not exceeding eighty (80) hours per pay period, upon presentation of proof that the employee holds such degree.

Employees in an eligible classification shall only be eligible for one (1) Education Incentive which shall correspond with their highest level of education received. Education Incentives shall not compound.

## ARTICLE VI PAY PRACTICES

~~NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.~~

### Section 1. Step Advance

~~A. Effective November 19, 2020, the start of the full second pay period following Board of Supervisors adoption of a successor MOU, merit increases shall be received in four percent (4%) increments except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range in his/her classification.~~

~~A.B. Effective November 19, 2020, the start of the full second pay period following Board of Supervisors adoption of a successor MOU, the salary plan/grade of each classification covered by this MOU shall convert to a broadband salary range plan with no salary steps. Each salary range shall contain a minimum and maximum salary amount where an employee's placement within the range will be identified by the employee's salary amount and not by a salary step.~~

~~. Every anniversary salary increase shall be in 4% increments except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range in his/her classification.~~

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

C. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of two thousand eighty (2080) hours (approximately one (1) year) 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

one thousand forty (1040) hours (approximately six (6) months) in a paid status in the position not including overtime.

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

The second anniversary date shall be the first day of the pay period following the completion of an additional two thousand eighty (2080) hours (approximately one (1) year) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

~~I. The provisions of this section shall be subject to other specific provisions of this Memorandum concerning change of anniversary dates.~~

D. 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 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 therefore. The department head may disallow a step increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee. 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, 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 only on the affirmative decision of the department head, which shall be made only on the basis of continued satisfactory performance in the position.

~~E.~~

~~F.E.~~ With the same procedures as in the foregoing Subsection, on the first day of the pay period following the completion of one thousand forty (1040) hours in a paid status, not including overtime, the salary of a seasonal employee shall be increased. On the first day of the pay period following the completion of an additional two thousand eighty (2080) hours in a paid status, not including overtime, employee's salary may again be increased, and thereafter in like intervals. The hours in a paid status need

not be continuous, provided no interval of more than one year shall occur when the employee is in an unpaid status.

- ~~J. 1. Effective July 12, 2012, anniversary salary increases shall be to the rate of the next higher step.~~
- ~~2. Effective July 10, 2014, every anniversary salary increase shall be to the rate of the second next higher step, except from the eighth (8<sup>th</sup>) step and thereafter, it shall be to the next higher step.~~
- ~~3. Employees whose anniversary date fell between February 1, 2012, and July 11, 2012, who did not receive a merit increase due to the freeze shall receive a one-step increment effective July 12, 2012. Their anniversary date shall be set to the date the increment is received.~~

## Section 2. New Employees

- A. Except as otherwise provided by this Memorandum, a new employee ~~appointed on or after June 25, 1992~~, shall be appointed ~~at the first step at of~~ the minimum salary range. The department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any ~~rate on step within~~ the salary range 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 ~~rate step~~ proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such ~~rate step~~ higher than the ~~first step of the minimum of the~~ range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the ~~rate step~~ so authorized to the same or one of said higher ~~rate steps~~, fixing the minimum initial salary on such advanced ~~rate step~~. The anniversary date shall be the first day of the pay period which is not less than 2080 hours in a paid status thereafter, not including overtime. When such an incumbent employee is already on that ~~rate step~~, his/her anniversary date shall not change.

## Section 3. Re-employment

- 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 of position which he/she previously occupied, at the same ~~rate step~~ of the salary range as the ~~rate step~~ applicable at the time of his termination, provided they were terminated in good standing.
- B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this Memorandum.
- C. Whenever a former regular employee is or has been re-employed within three months after termination he/she 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, not exceeding the amount thereof which was lost at the time of termination, and his/her anniversary date for ~~rate~~step advance may be expressly fixed, subject to other provisions of this Memorandum 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. Re-employment 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 re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the State Employees Retirement Act 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 one hundred twenty (120) working days or nine hundred sixty (960) hours in any calendar 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, nor 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 4. 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 of the new salary plan/grade.

~~the new salary range, which is 2 steps higher, or immediately greater than two (2) steps higher, than that paid on the range for the former position where the new range is able to accommodate the increase.~~

The effective date of all promotions shall coincide with the first day of a pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.

#### Section 5. Transfer

On transfer, the salary shall be the same as that paid previously. The anniversary date shall not change.



## Section 6. Demotion

- A. On demotion, the salary shall be placed at a rate that will result in a five and a half percent (5.5%) reduction in compensation on the demoted salary plan/grade as was applicable to the previous salary plan/grade. 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 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 day of a pay period.
- B. Permanent employees who, within twenty-six (26) pay periods following a promotion, voluntarily demote to their previously held classification may return to the rate of the previously held classification from which they promoted, (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment and excluding merits/anniversary increases). ~~within two thousand eighty (2080) hours 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 7. 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 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. ~~range shall be at the rate which is two (2) steps higher, or immediately greater than two (2) steps higher, than that paid on the range of the former position, where the new range is able to accommodate the increase.~~
- C. The anniversary date shall be determined in accordance with this Article, except that the first anniversary date following a reclassification to a classification on a higher salary plan/grade shall be determined in accordance with this MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of thirteen (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 the completion of each additional twenty-six (26) pay periods in a paid status. ~~shall be the first day of the pay period following the completion of one thousand forty (1040) hours (approximately six (6) months) in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional two thousand eighty (2080) hours (approximately one (1) year) in a paid status.~~

D. The salary of an incumbent of a position reclassified to a class on a lower salary range/grade shall not change unless such salary would exceed the maximum of the new salary plan/range, in which event it shall be reduced to the maximum. The anniversary date shall not change.

E. The effective date of a reclassification shall coincide with the first day of a pay period.

#### Section 8. Temporary Promotion

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

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 redetermined as if the temporary promotion had not occurred. Any rate step increases which would have been due in their regular position shall be allowed.

#### Section 9. Conformance to Plan

No regular employee shall be assigned to exercise the powers or perform the duties of any classification other than their own classification for an accumulated period of four hundred eighty (480) hours or more during any one 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

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

#### Section 1. Probation

A. Initial Probationary Status. Each regular and seasonal 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, on-call or military leave of absence. A regular or temporary employee who has not completed the initial probationary period serves at the pleasure of the department head and may be released from employment without



cause. Such an employee is not entitled to the review procedure provided for in this Memorandum.

- B. Length of Initial Probation The length of the initial probationary period is two thousand eighty (2080) hours (approximately twelve (12) months).
- 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.

The initial probationary period may be extended in five hundred twenty (520) hour increments up to two (2) times. A one thousand forty (1040) hour initial probationary period may be extended once to one thousand five hundred sixty (1560) hours or twice to a total of two thousand eighty (2080) hours. A two thousand eighty (2080) hour initial probationary period may be extended once to two thousand six hundred (2600) hours or twice to three thousand one hundred twenty (3120) hours. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

- D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new one thousand forty (1040) hour initial probationary period following such promotion, demotion, or transfer. If the class to which the employee voluntarily promotes, demotes, or transfers requires two thousand eighty (2080) hours initial probation, the employee will serve a new two thousand eighty (2080) hour initial probationary period. The one thousand forty (1040) or two thousand eighty (2080) hours required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the employee in the position from which he/she voluntarily promoted, demoted, or transferred.
- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first two thousand eighty (2,080) hours of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary ~~step~~ shall be the same ~~rate~~~~step~~ (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment and excluding merits/anniversary increases) which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be redetermined 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. An employee returned to a previously held classification in accordance

with this provision is not entitled to the review procedure provided for in this Memorandum.

- 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 or marriage. Whether by blood or marriage shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to position(s) which the employee is eligible and selected to fill. The promotion, transfer or voluntary demotion must be accomplished by the employee within one thousand forty (1040) (approx. six (6) months) working hours.

## Section 2. Retirement

The following classifications:

<u>Class Code</u>	<u>Title</u>
52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer
<del>52874</del>	<del>Senior Group Supv/Instructor-Culinary Arts</del>
<del>52875</del>	<del>Senior Group Supv/Instructor-Industrial Arts</del>
<del>52813</del>	<del>Supervising Group Supervisor/Instructor</del>
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

shall be entitled to enroll in the PERS Safety Retirement System effective as soon as possible.

Public Employee's Retirement System (PERS) Contributions. Employees in the Public Safety Unit hired after January 9, 1992, shall pay the employees' contribution to PERS for the first five (5) years (10,400 hours) of continuous service.

### A. ~~A.~~ Retirement Formulas.

1. Tier I – 3% @ 50. Employees in job classifications designated as Safety by CalPERS hired on or after July 1, 2001, and on or before July 3, 2012, shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21362.2 of the Public Employees Retirement Law (3% at age 50)

2. Tier II – 2% @ 50. Employees in job classifications designated as Safety by CalPERS hired after July 3, 2012, shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21362 of the Public Employees Retirement Law (2% at age 50) and shall not exceed ninety percent (90%) of final compensation.

B. Retirement Calculations.

1. Tier 1 - Single Highest Year. The provisions of Section 20042 of the Public Employees Retirement Law (Single Highest Year) shall apply to safety employee members hired on or before July 3, 2012, and shall not exceed ninety percent (90%) of final compensation.
2. Tier 2 – Three (3) Highest Year Average. Employees in job classifications designated as Safety by CalPERS hired on or after July 3, 2012, the provision of Section 20037 of the Public Employees' Retirement Law (three (3) consecutive years of employment) shall apply to safety employee members and shall not exceed ninety percent (90%) of final compensation.

A.C. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of 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 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.D. Employer Paid Member Contributions (EMPC)

Employees ~~currently paying the employee contribution~~ will ~~continue to~~ pay the employee contribution for the duration of employment.

~~Employees who are not currently paying the employee contribution will pay the EMPC as follows:~~

1. ~~3% effective 7/12/2012~~
2. ~~Additional 3% effective July 11, 2013~~
3. ~~Additional 3% effective July 10, 2014~~

Section 3. 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 seventy five percent (75%) 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, restrooms, 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 Disciplinary Procedure up to and including discharge.

#### Section 4. 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.

#### Section 5. Merit Systems/Veterans Preference

The Human Resources Administration under this Memorandum 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 his/her department by this Memorandum 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.

#### Section 6. 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 first class mail. The Statement of Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior to the electronic deposit.

Statement of Earnings will be mailed to the last known address on file with the Human Resources Department. It shall be the responsibility of the employee to update their address of record with the Human Resources Department as required.

RSA understands and agrees that the County may transition from hard-copy Statement of Earnings (pay stubs) to electronic pay stubs. The County agrees to provide as much advanced notice as practicable so that concerns RSA may have over problems associated with this transition can be discussed.

#### Section 7. Active Employee Badges

The County agrees to add the phrase "Peace Officer – PC 830.5" (or the applicable Penal Code section) to the identification badge issued to active employees.

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

#### Section 8. Retiree ID Cards

All retirees (armed or unarmed) may request an Employee ID Card at the employee's expense.

All retirees who retire honorably from the Probation Department, shall be entitled to receive a "retired" identification card at the time of their retirement as follows:

A. Identification cards shall bear the identification number assigned to an employee during their active-duty service.

#### Section 9. One-Time Special Time Bank

Effective November 5, 2020, a Special Time Bank of forty (40) vacation hours shall be established for each existing bargaining unit member covered by this MOU. These hours may only be used by the employee prior to expiration of this MOU and while employed in an RSA PSU represented classification, otherwise the hours are forfeited. Employees within one-hundred hours of reaching the maximum of their regular vacation accrual cap (744 hours) may elect to utilize their regular vacation time bank prior to utilizing the Special Time Bank. This Special Time Bank shall have no cash out value and is subject to the following conditions:

1. The County may require an employee to use the hours in this Special Time Bank during FMLA/CFRA/PDL leave after exhausting sick leave and before use of regularly accrued vacation.
2. Only those employed in an RSA PSU represented classification during the pay period in which the Special Time Bank is implemented will receive the Special Time Bank and may only use the Special Time Bank hours while in an RSA PSU represented position.
3. This bank is subject to the same request procedures as vacation.

ARTICLE VIII  
LEAVE PROVISIONS

Section 1. Sick Leave

A. Accrual

Every regular employee shall accrue sick leave pay on a daily basis and computed at the rate of 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.
2. A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.
3. Sick leave shall accrue at all times when the employee is in a paid status.
4. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum 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.

~~5. 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 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 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. Proof of Illness

1. When in the judgment of the department head or designee good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the department head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.
  - a. Employees on a medical certification program shall have their sick leave usage reviewed at least annually. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence.
  - b. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with B.1 of this section.
  - c. 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 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 employee family. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for an employee's family member, as defined under applicable law. ~~Family is defined to mean a spouse, child, parent, brother, or sister of the employee.~~

E. Payout for Sick Leave. Upon 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, half of unused accumulated sick leave shall be paid for at the rate of one hundred fifty (5100%) 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 nine hundred sixty (960) hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.



## Section 2. Return to Work Following Injury

Employees experiencing an injury resulting in time lost from work shall be returned to duty upon receipt of a medical certification indicating they are able to return to work in an unrestricted capacity.

If the employee provides a restricted return to work certificate from the appropriate medical provider, then the employee may be assigned to a modified position identified by the Department. Such assignment can only be made when a modified position is available in the Department and the indicated restrictions do not prevent the employee from fulfilling all the duties of the modified position.

Nothing herein shall be considered a waiver by the Association of any rights employees have under federal or state law.

## Section 3. Bereavement Leave

The County agrees to allow up to five days of leave, three of which will be paid and the additional two days to be deducted from the employees' sick 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, 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

~~RSA and the County agree to meet and confer for the limited purpose of improvements to the current fitness for duty provisions. This meet and confer process shall commence no later than one (1) year from the date of adoption of this MOU by the Board of Supervisors. If the meet and confer process does not result in an agreement, the existing MOU language shall remain in full force and effect.~~

~~When in the judgement of the Department Head or designee good cause exists to believe an employee cannot safely or effectively perform the essential functions of the position, the department head, with approval of the Human Resources Director, can order an employee off work. The employee may either:~~ ~~orders an employee off work due to an asserted illness, the employee may either:~~

- ~~1. Request, at County expense, to be referred to a County designated health care provider or to obtain a certificate stating 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.~~
- ~~2. Be evaluated by a physician or other person legally authorized to provide health care services of the employee's choosing at the employee's expense, in the specialty designated by the County Employee Health Medical Director, to obtain a certificate stating 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. Subject to the County Employee Health Medical Director's approval, the selected physician or other person legally authorized to provide health care services must be certified.

- ~~1. Elect to be absent from work because of the illness;~~
- ~~2. Request, at County expense, to be referred to a County designated health care provider or to obtain a certificate stating 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.~~
- ~~3. Be examined by a physician or other person legally authorized to provide health care services of the employee's choosing, in the specialty designated by the County Employee Health Medical Director, to obtain a certificate stating 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.~~

If the employee is ordered off work due to an asserted illness there shall be an entitlement to utilize sick leave benefits and to receive full pay. -In the event an employee has no accrued sick leave balance, the employee may utilize vacation, compensatory time, or holiday benefits with full pay or receive a leave of absence without pay, in accordance with the provisions of this Agreement and Department policy.

Should the health care provider determine that the employee was able to work during the shift from which they were ordered off work, the employee shall not be charged with such absence and shall receive full pay for that shift.

#### Section 5. Agency/Department-Leave of Absence/Official Leave of Absence

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. Pregnancy;
- C. To take a course of study which will increase the employee's usefulness on return to the County; or
- D. Personal reasons acceptable to the authority whose approval is required;
  1. Agency/department leave of absence. Agency/department leave of absence up to 160 hours in any one calendar year period may be granted to any employee by the agency/department head. Such leave shall be reported as

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 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.

2. Official leave of absence. A regular employee may request an Official leave of absence exceeding one hundred sixty (160) hours, but not exceeding one (1) year (two thousand eighty (2080) 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 head, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

Nothing herein shall prevent the earlier return to duty by the employee, except the agency/department 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 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.

## Section 6. Military Leave

Absences on account of military duty are governed by provisions of the Military and Veterans Code.

## Section 7. Jury Duty

- A. 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.
- B. If a unit member is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.
- C. An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours or more left on his/her shift or call in to his/her supervisor and ask to use leave to cover the rest of his/her shift. 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.
- D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
- E. An employee who is scheduled for a swing or graveyard shift on a day he/she is called to jury service will be authorized to request change his/her work hours in order to report to jury service under the same provisions of a-c above.
- F. An employee who is called to jury duty will not be subject to working his/her full graveyard or swing shift if there is not a minimum of eight (8) hours before or after assigned jury duty. If there is less than eight (8) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave his/her shift early to allow for a minimum break of eight (8) hours. If there is less than eight (8) hours between the end of jury duty and the start of their shift, an employee will be able to delay his/her usual start time to ensure a eight (8) hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.
- G. Any employee 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 they use County transportation.

H. Employees who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, they may use leave accruals other than sick leave for such an absence.

~~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.~~

#### Section 8. Air Pollution Emergency

An employee unable to work on a regularly scheduled workday due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless the employee chooses to use accumulated overtime credit, sick leave credit, vacation credit or holiday leave credit for the period of time off work due to the emergency.

#### Section 9. 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 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 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 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, reinstatement may be granted only if the employee makes a satisfactory explanation to a Mediator from the State of California Mediation and Conciliation Service for the absence and/or the failure to obtain an approved leave of absence, and the Mediator 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 person assigned by the State Conciliation Service. The conciliator's decision may be verbal or in writing. The decision of the State Conciliation Service 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 may also have a non-attorney representative. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator or mutually agreed upon impartial party may consult with witnesses informally and otherwise investigate the controversy.
4. The judgment of the conciliator 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 judgement may be rendered.
5. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
6. All costs for the service of the conciliator, 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 the employee.

ARTICLE ~~IXVIII~~  
VACATION

- A. Subject to the limitations and exemptions of this section, every regular employee 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:

Zero (0) through three (3) years (zero (0) through six thousand two hundred forty (6,240) hours) in a payroll status, eighty (80) hours each year;

years four (4) through nine (9) (six thousand two hundred forty-eight (6,248) through eighteen thousand seven hundred and twenty hours (18,720) hours) in a payroll status, one hundred twenty (120) hours each year;

years ten (10) or more (eighteen thousand seven hundred twenty-eight (18,728) hours or more) in a payroll status one hundred sixty (160) hours each year.

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than a maximum of ~~six~~seven hundred

and forty-four (744640) hours, 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.

Upon the written request of a department head showing reasonable necessity and good cause, submitted prior to the accumulation of the maximum vacation entitlement, the Board of Supervisors may by order temporarily enlarge for a specific employee the maximum accumulation, by extending the period of additional vacation accrual for not more than three 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 Memorandum. 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 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 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 Memorandum 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.
- G. Temporary Vacation Bank Increases: Effective the first full pay period in July 2013 (16/13), the County shall add an additional two (2) hours per pay period (based on standard accrual rules) to the vacation banks of all bargaining unit employees to a maximum of 104 hours. This clause shall expire on the first pay period in July of 2015 (16/15), at which time the future vacation time accruals shall revert to the previous bi-weekly amount, as provided in the 2010-2011 RSA PSU MOU.

The vacation maximum accrual shall be increased by 104 hours to accommodate the additional hours.

ARTICLE IX  
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, Dr. Martin Luther King, Jr.'s Birthday
  - 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 the holiday.
- F. Regular or seasonal employees covered under the provisions of this Memorandum who are regularly scheduled to 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:

- 1. Compensatory time off not to exceed eight (8) hours for such holiday or;
- 2. Be paid for the holiday at the regular rate of pay not to exceed eight (8) hours.



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 judgement, 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.

- G. A regular part-time employee shall only receive holiday pay for the holiday or portion thereof which coincides with their regularly scheduled working hours.
- 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.
- I. Accumulated holiday credit earned at the expiration of each prescribed pay period upon election of the employee may be accumulated to their accumulated holiday credit up to 80 hours or be paid to the employee by County Warrant.

**ARTICLE XI**  
**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. 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 4. Moving Expenses-Current Employees

Upon the written request of a department head, with the written approval of the County Executive Officer, the Board of Supervisors may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the change, shall be subject to such reasonable conditions as the Board may require, shall specify the maximum amount authorized and shall not be granted more than once in any one 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 5. Reimbursement for Employee Training - Board Policy C-7

It shall be the policy of the Board of Supervisors that an employee may be reimbursed the actual cost of tuition or registration fees upon successful completion of a course offered by an institution of higher learning, training facility, or following attendance of a workshop, seminar or institute, providing that such training is designed to improve the employee's effectiveness in performing his or her assigned duties.

Subject to the availability of funds, reimbursement for such training may be authorized as follows:

- A. By the department head
  - 1. When the tuition or registration fee is \$500.00 or less.
  - 2. When the cost of training, in any amount, is reimbursed from funds administered by State or Federal agencies.
- B. By the Human Resources Department and Administrative Office
  - 1. When the tuition or registered fee is more than five hundred dollars (\$500.00) (for all training except referred to in A(2) above).
  - 2. Such approval shall be obtained prior to the commencement of the training.

Reimbursement for travel expenses associated with employee training shall be authorized in accordance with Division 3 of the County's Code of Administrative Regulations.

ARTICLE XII  
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has completed an initial probationary period, and any extension, has permanent status. No employee with permanent status shall be disciplined or discharged without good cause.

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 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 Anti-Violence in the Workplace Policy; and,
- Q. Violation of the County's Harassment Policy.

Section 3. Suspension of an employee shall not be for more than forty (40) working days.

Section 4. Reduction in compensation under this section shall consist only of a change within the salary range from the existing rate step to a lower rate step for a specified duration of one or more full pay periods, but not to exceed thirteen (13) pay periods.

~~Section 5.—By resolution, the Board of Supervisors shall provide a procedure whereby the involuntary dismissal, demotion, reduction in compensation, or suspension of an employee, shall at the employee's request, be reviewed to determine whether such action was justified and should be upheld. The procedure shall include the right, after notice, to a hearing before a designated body or officer having power to affirm, revoke or modify the action reviewed.~~

## ARTICLE XIII 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. Whenever there is an interrogation of an employee where the significant purpose is to investigate facts to support disciplinary action there is a right for the employee to be represented.

- A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or 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. Department, for purpose of this procedure, shall be defined as an agency, department, or district of the County which is set out in a separate section of Ordinance No. 440.
- D. The Employee Relations Manager 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 Employee Relations Manager may be exercised by a designated subordinate.

### Section 2. Involuntary Leave of Absence

Pending investigation by the department head of accusation against an employee alleging employee misconduct, covered under Article XI of this Memorandum, the department head 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 department head is unable to complete the investigation within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of

ninety (90) calendar days. In such cases, and except for good cause as solely determined by the department head, the department head will notify the employee as to what specific allegations are being investigated. The Union will also be notified as to the extension only. 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 department head may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County's best interest. Except for investigations of employment related issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

The 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, if applicable, home 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) 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. 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 4. Amended Notice of Disciplinary Action

- A. At any time before an employee's appeal is submitted to the Conciliator or Arbitrator for decision, the department head may, with the consent of the Employee Relations Manager, serve on the employee and file with the Employee Relations Manager 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. 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 Employee Relations Manager 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 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.

#### Section 7. Hearing Procedure - Minor Discipline

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand, the appeal shall be determined under the following provisions:
  1. Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the parties. The conciliator's decision may be verbal or in writing. The conciliator'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 testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.

3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator may consult with witnesses informally and otherwise investigate the controversy.
4. The conciliator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
5. The judgment of the conciliator 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 judgement may be rendered.
6. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
7. All costs for the service of the conciliator, 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 the employee.

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

- A. Appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary shall be heard by an arbitrator.
- B. The parties shall maintain a jointly negotiated list of no fewer than seven nor more than eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from RSA and the County shall meet to establish the list of up to eleven Arbitrators.
- C. The hearing shall be set by the Employee Relations Manager, or designee, and employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- D. The employee and the department head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit

wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee may be represented only by the exclusive employee organization.

- E. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the officer or employee. The Employee Relations Manager shall arrange for the production of any relevant County record. The arbitrator is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the department head may, at their own expense, provide a reporter for the hearing.
- G. The expenses of the arbitrator and transcripts, if required, shall be shared equally by the 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 disciplinary hearing.
- H. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. Within 21 days following the submission of the appeal, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the arbitrator shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.
  - 1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Memorandum but, rather, shall interpret and apply its terms.
  - 2. If the arbitrator 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 restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
  - 4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.

5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.
6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.
7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.

#### Section 9. Evidence And Procedures Applicable to All Hearings

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



3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
  4. To impeach any witness regardless of which party first called the witness to testify; and
  5. To rebut any derogatory evidence.
- H. The hearing shall be a private proceeding among the County, the employee and the employee organization.

## ARTICLE XIV~~III~~ GRIEVANCE PROCEDURE

### A. GENERAL PROVISIONS

#### Section 1. Intention

It is the intent of this procedure that grievances be settled at the lowest possible administrative level.

#### Section 2. Grievance Definition

Except as outlined below, a “grievance” is a dispute – the solution of which is wholly or partially within the province of the County to rectify – that involves the interpretation or application of the MOU; or existing (a) Ordinances, (b) rules, (c) regulations, or (d) policies concerning wages, hours, and other terms and conditions of employment. Where a grievance affects more than one employee, RSA may file a grievance by identifying the affected employees, either by name or some other method that makes their identity clear. A grievance does NOT include:

- A. Matters reviewable under some other County administrative procedure;
- B. Matters for which the solution 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. Matters involving the termination of a probationary, seasonal or temporary employee;
- D. Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension or any other action taken for disciplinary reasons against a permanent employee, pursuant to the provisions of Article XII; and,
- E. Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the

evaluation rating overall is satisfactory (or competent) or better or (2) with respect to employees in their initial probationary period.

### Section 3. Freedom From Reprisal

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

### Section 4. Employee Representation

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure. An employee who is a member of RSA may only be represented by RSA.

Reasonable access to work areas by representatives of RSA shall be in accordance with Section 20 of the Employee Relations Resolution. The grievant(s) 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(s) 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. 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 settled at any point during the grievance-arbitration procedure shall be final and binding on the parties to the settlement.

### Section 7. Withdrawal

Any grievance petition may be withdrawn by filing party 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 RSA 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 RSA, 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 may be extended by written consent of the parties.

#### Section 11. Steps in the Grievance Process

The following procedure shall be followed:

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee(s), or the employee's representative, 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(s) or the Supervisor. Grievances filed by RSA 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 the occurrence of the circumstances giving rise to the grievance, or within fifteen (15) days of the discovery of the circumstances giving rise to the grievance, or when those circumstances reasonably should have been discovered, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. RSA shall submit the grievance petition to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the grievance petition is complete. The Human Resources Department shall forward a copy of the grievance petition to the appropriate Department Head(s).
- C. Grievance Meeting. Within fifteen (15) working days after submission of the grievance petition, the Department Head, or a designee, and the Employee Relations Division Manager, or a designee, shall meet with RSA to discuss the grievance. No later than fifteen (15) working days thereafter, the Employee Relations Division Manager, or a designee, shall render written decision.
- D. Demand for Arbitration. If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented in writing to the Employee Relations Division Manager or a designee within ten (10) working days after receipt of the decision of the Employee Relations Division Manager, or a designee.

#### Section 12. Arbitration

- A. After submission of a demand for arbitration, the parties shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List." Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties. If the parties are unable to agree, then an arbitrator will be selected by the

parties alternately striking names from the "Arbitrator Strike List" until one (1) name remains who shall serve as the arbitrator.

- 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 Employee Relations Manager, or a designee, with the employee's department head at least two (2) working days in advance of the hearing date.
- D. Prior to the arbitration hearing, the parties 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 substantive issue(s) 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. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.
- E. All grievances filed by RSA shall be heard and discussed in the grievance procedure up to and including the grievance meeting; no grievance shall be rejected from the grievance procedure. In the event that the County maintains that the issue is not subject to arbitration the issue of arbitrability shall be resolved by an Arbitrator on the Arbitrator Strike List who shall be selected by mutual agreement of the parties but who will not hear the underlying dispute. In the event that the arbitrator finds that the grievance is arbitrable, the parties shall select a different arbitrator to hear the underlying dispute.
- F. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained herein. No arbitrator shall have any power to alter, amend, modify, or change any of the terms of this agreement or shall exceed the authority provided to him by this agreement.
- G. Arbitration proceedings shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- H. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration concerning personnel matters and communications between the union representative and the employee

who is the subject of a personnel action shall be confidential and not subject to disclosure in a hearing.

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

J. The decision of the arbitrator shall be final subject to the right of either party to seek judicial review by filing a writ per the appropriate section of the California Code of Civil Procedure.

~~Either the Human Resources Department or RSA may appeal the decision of the arbitrator to the Board of Supervisors within fifteen (15) calendar days of the date of the arbitrator's award. All appeals must include a copy of the award. A copy of the appeal, and all documents submitted to the Board of Supervisors in support thereof, shall be served on the respondent by the appellant at the time the appeal is filed. The respondent shall have ten (10) calendar days from the date of the receipt of the appeal in which to file and serve its written opposition, if any. The Board of Supervisors shall hear and decide the appeal within forty-five (45) calendar days of the date of the appeal. The Clerk of the Board of Supervisors shall give reasonable notice to both parties of the date the matter will be heard by the Board. Both parties shall be given a minimum of fifteen (15) minutes to present oral argument in favor of their respective positions; however, no additional testimony will be taken.~~

~~The Board of Supervisors may either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest. If the Board of Supervisors rejects all or part of the arbitrator's decision, the Board shall state its reasons for rejection in a written decision. The decision of the Board of Supervisors shall be the final step in these administrative procedures. If RSA is dissatisfied with the Board's decision it may bring an action in Superior Court to enforce the MOU.~~

~~In the event that neither party appeals within fifteen (15) calendar days of the date of the arbitrator's award, the Arbitrator's Award shall be final and binding on the parties. In the event that Human Resources appeals but the Board of Supervisors does not rule on the appeal within forty-five (45) calendar days of the appeal, the arbitrator's ruling shall be final and binding. In the event that RSA appeals but the Board of Supervisors does not rule on the appeal within forty-five (45) calendar days, RSA will have exhausted its administrative remedies and may bring an action in Superior Court to enforce the MOU.~~

~~Unless mutually agreed, proceedings conducted at any step in the grievance-arbitration procedure shall be private except the proceeding before the Board of Supervisors.~~

#### ARTICLE XIV ANTI-STRIKE CLAUSE

It is hereby agreed that RSA 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 Memorandum of Understanding.

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

ARTICLE XVI  
ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first 21 calendar days during which he/she is necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including, for this purpose, the values, successively, of the 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 the temporary disability payments and the regular compensation, he/she shall continue to accrue sick leave and vacation benefits at the regular rate.

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

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

ARTICLE 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. For purposes of this procedure, department shall be defined as the smallest business unit of:

1. the administrative staff of an agency; or
  2. a department; or
  3. a department within an agency; or
  4. a district of the County; or
  5. a County Service Area
- 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. Seniority shall continue to accrue while an employee is on the layoff list.

## Section 2. Reduction in Force

- A. When it becomes necessary to reduce the work force in a department, the department head shall designate the job classification(s) to be affected, and the number of employees to be 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 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 ~~at~~ on the rate step nearest their present salary within the range of the class to which they are demoting provided such rate step shall not exceed present salary.

E.F. The effected 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 RSA Public Safety bargaining unit.
- C. Departments are required to notify the Human Resources Department in writing why these candidates are unacceptable before outside candidates will be referred.

#### Section 5. Departmental Reinstatement List

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

A.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.

B.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 his/her department head, in writing, of the employee's current mailing address.
4. Request in writing to be removed from the list.

D. Status on Reinstatement

Reinstatement is defined as recall by the same department, from a departmental reinstatement list, into a regular position. Upon reinstatement, the employee shall be entitled to:

1. Restoration of all sick leave credited to the employee's account on the date of layoff.
2. Continuation of seniority.
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 ~~rate step~~ which is nearest former or current pay rate, whichever is higher, with the employee's hours ~~at in a rate step~~ being the same number of hours which the employee had at the time of layoff.

#### Section 6. Re-employment

Status on Re-employment. Re-employment 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 re-employed 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 thirty (30) days and not to exceed four hundred eighty (480) full-time hours within a six (6) month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond four hundred eighty (480) full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under Section 5.D.(4) of this Article.

Section 8. The Human Resources Department will provide to RSA each quarter a list of employees by Department, classification, and date of hire.

### ARTICLE XVIII DRESS CODES

Section 1. The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. Effective the signing of this Agreement, an employee must be given written notice for the first incident of wearing improper attire.

Thereafter, the employee can be sent home with loss of pay as a result of a violation of this Article.

Dress codes that were in effect as of June 23, 1993, shall continue in effect for the term of this Memorandum unless modified in accordance with the following.

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

#### “Appearance Standard Dress Code – Uniforms”

The parties agree to establish a labor/management committee to develop a uniform and corresponding policy for group counselor staff.

### Section 2. Uniforms

#### A. General Uniform Provisions

1. Issuance. The County agrees to provide uniforms or uniform allowances to employees in the department so long as the employee is required to wear uniforms in the performance of their duties.
2. Property of the County. Uniforms issued by the County shall remain property of the County.
3. Return. Employees shall return all issued uniforms/articles of the issued uniform to the County upon request.
- 4.4. Reporting of Uniforms to CalPERS. The parties agree that to the extent permitted by law, the value of uniforms (in an amount not to exceed one thousand dollars (\$1,000.00) annually) is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) Uniform Allowance. Notwithstanding the previous sentence, for “new members” as defined by the Public Employees’ Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

### ARTICLE XVIII VOLUNTARY TIME-BANK

Section 1. Any 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 incapacitate the employee for an extended period of time and 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, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for 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. 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 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 not retrievable.

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

1. Any employee may donate vacation, holiday accrual, or administrative leave. Sick leave and compensatory time may be not donated.
2. Donations of vacation, holiday accrual, or administrative leave 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 administrative leave to less than one hundred sixty eights (168) hours.
5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or administrative leave.
6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donor's and recipient's paid leave balances will be made.

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

1. Only the employee for 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 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 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.

Section 2. It is agreed that the use of the holiday bank for donation of time shall be applicable to this Memorandum subject to reopener should it be determined by the County that such use is abused or it is an administrative problem.

ARTICLE XIX  
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 their evidence and give testimony.
- D. Appeal of Accident Review Committee Determination.

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

ARTICLE XXI  
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.A.~~

~~A.~~

~~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

referred to under Article II, 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 of Article V.

B.

C.

D. Provision for Payment of Benefits. Payment of the costs of benefits which are provided under this plan comes from: ~~County~~ County contributions of cash and to the extent additional funds are needed, with employee contributions of salary.

C.

## Section 2. Definitions

The capitalized words and phrases in this plan shall have the meanings set forth below:

- A. The "Administrator" means the Health Benefits Officer of the County or a designee.
- B. The "Code" means the Internal Revenue Code of 1986 as from time to time amended, supplemented, or superseded by laws of similar effect.
- C. The "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 Coverages" means those coverages 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 coverages 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 otherwise 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 purposes by an association or union which adopts this Plan through a memorandum of understanding with the County or (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, they shall cease to be a participant. The individual will again become a participant when he/she returns 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 Coverages which are available to the Employee in lieu of salary. Included in the Contributory Coverages 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/her 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 as listed under Appendix A 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 4.1 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 4.1. 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 (60)~~ninety 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.

B.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 (i) satisfy the anti-discrimination requirements

imposed on this Plan by the Code; (ii) 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 (iii) maintain the non-taxable status of benefits received under this plan or any benefit plan pursuant to the requirements of the Code.

~~C.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 Coverages for electing Employees or to pay them cash as provided under Section 4.1. The maximum amount of nonelective County contributions available for any Employee shall be the amount as listed on Appendix A, attached hereto, as may be amended from time to time. 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 Coverages 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 4.4, 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 coverages 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.

The County may amend, alter, or change the benefit plans and programs covered by this Plan and may amend or terminate the Plan itself.

#### Section 7. Flex Benefits Programs

- A. The County shall contribute \$64.60 per month, on behalf of each employee and each eligible retiree and such employee's and retiree dependents enrolled in one of Riverside County employee medical and hospital plans, toward the payment of premiums for health insurance under the PEMHCA.

The PEMHCA amount payable to eligible retiree's shall increase in accordance with State law on the following schedule:

Commencing Calendar Year 2010	Amount as established by State law.
-------------------------------	-------------------------------------

- B. Effective ~~November 13, 2014~~~~February 11, 2010~~, the County shall contribute up to ~~\$407.18~~~~940.00~~ per month, per active employee only, toward the County's Flexible Benefit Program which includes the monthly contribution toward the PEMHCA described above and is to be used toward the eligible cafeteria plans.

~~C.~~ For employees hired prior to February 2, 2006, the County offered hospital and medical health insurance coverage and dental is optional. However, one of the options must be taken to receive cash back. The monthly contribution toward the PEMHCA outlined above is not applicable to cash back. Employees hired after February 2, 2006 must select a County sponsored medical plan.

~~D.~~

C. Effective November 19, 2020, eliminate cash back for unused flex benefits. Employees who do not use the full amount of the County's flex benefit contribution will forfeit the unused amount.

1. Effective November 19, 2020, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored medical plan on the following basis:

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

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

2. Effective January 12, 2023, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored medical plan on the following basis:

Employees with two-party or family coverage: Monthly premium reduced by \$571.00.

The medical subsidies shall have no cash value.

3. For part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees after January 11, 1990, the prorated health insurance contribution shall become a prorated cafeteria contribution including the monthly contribution toward PEMHCA under the County of Riverside Flexible Benefits Program on the following basis:

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

b. Employees working thirty (30) to thirty-nine (39) hours per week, 75% of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee.

~~G.D.~~ Employees waiving medical coverage shall ~~continue to receive \$407.18 per month effective November 15, 2012, employees waiving medical coverage shall return to receiving \$456.72 per month.~~ Effective November 19, 2020, eliminate medical waiver opt out pay.

~~D.E.~~ Employees electing not to take hospital and medical health insurance coverage (PEMHCA) must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are

enrolled and covered under another group hospital and medical health plan. Evidence is defined as a certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical coverage shall be received by the Human Resources Department within sixty days from date of hire, and annually during open enrollment.

- ~~E. For part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees after January 11, 1990, the prorated health insurance contribution shall become a prorated cafeteria contribution including the monthly contribution toward PEMHCA under the County of Riverside Flexible Benefits Program on the following basis:~~
- ~~F. Employees working twenty (20) to twenty nine (29) hours per week, 50% of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee.~~
- ~~G. Employees working thirty (30) to thirty nine (39) hours per week, 75% of the applicable County of Riverside Flexible Benefits Program contribution for full-time regular employees per month per employee.~~
- ~~F. Effective January 1, 2021, employees have the right to contribute to the County's Healthcare Flexible Spending Account to the maximum permitted per IRS guidelines.~~

#### Section 8. Optical Insurance

The County provides an optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit in this Memorandum).

#### Section 9. Deferred Compensation

The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to ~~the annual IRS limits \$8,000 total~~ in any one ~~(1) (calendar year)~~ in accordance with the County's approved Deferred Compensation Plan.

### ARTICLE XXI MODIFIED AGENCY SHOP

~~(The provisions of this Article are not applicable to Supervising Probation Officers, Supervising Group Supervisor/Instructors, Supervising Correctional Group Supv/Counselors)~~

~~Subject to Section 17, Dues Deduction of Employee Groups of the County Employee Relations Resolution, (99-379) upon the voluntary written authorization of representation unit employees, the County shall deduct and remit the RSA biweekly dues for members of RSA.~~

~~Current employees in the unit who are now RSA members shall remain RSA members for the period of this Memorandum of Understanding. Employees who are hired after the effective date of this Memorandum, and who are in a job classification within the representation unit of RSA covered by this Memorandum of Understanding, shall within thirty (30) days from the date of commencement of duties, become a member of RSA or pay to RSA a fee in an amount equal to RSA's biweekly dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph One (1), above. Furthermore, employees hired on or after July 3, 1986, who are in a job classification covered by this Memorandum of Understanding, shall, within thirty (30) days from the date of the signing of this Agreement, become a member of RSA or pay to RSA a fee in an amount equal to RSA's biweekly dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph One (1), above.~~

~~Dues withheld by the County shall be transmitted to the RSA Officer designated in writing by RSA as the person authorized to receive such funds, at the address specified.~~

~~The parties agree that the obligations herein are a condition of continued employment for all unit members. The parties further agree that the failure of any unit member to remain a member in good standing of RSA or pay the equivalent of RSA dues during the term of this Memorandum of Understanding shall constitute, generally, just and reasonable cause for termination. The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.~~

~~No unit member shall be required to join RSA or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with RSA to satisfy their obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee.~~

~~Whenever a unit member shall be delinquent in the payment of dues or fees, RSA shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Employee Relations Manager. In the event the unit member fails to cure said delinquency, RSA shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws and are specifically excluded from the Grievance Procedure or termination Appeal Procedure.~~

~~The County shall not deduct monies specifically earmarked for a Political Action Committee or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.~~

~~RSA shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy~~



~~by its President and Treasurer or corresponding principle officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.~~

~~This organizational security agreement shall be null and void during the period following expiration of this Memorandum of Understanding and prior to entering into a successor agreement containing the same provision for organizational security. Additionally, the organizational security arrangement shall be null and void if rescinded by a vote of employees affected in the unit pursuant to Government Code Section 3502.5(b).~~

~~RSA will defend, indemnify and hold harmless the County of Riverside from any loss, liability or cause of action arising out of the operation of this article.~~

~~RSA's indemnity obligation is more fully set forth as follows: RSA will defend, indemnify and hold harmless the County of Riverside from any loss, liability or cause of action arising out of the operation of this article. Upon commencement of any such legal action, RSA shall have the right to decide and determine whether any claim, liability, suit or judgement made or brought against the County because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of RSA shall not diminish RSA's indemnification obligations under this Memorandum.~~

~~The County, immediately upon receipt of notice of such legal action, shall inform RSA of such action, provide RSA with all information, documents, and assistance necessary for RSA's defense or settlement of such action and fully cooperate with RSA in providing all necessary witnesses, experts and assistance necessary for said defense.~~

~~RSA upon its compromise or settlement of such action, shall immediately pay the parties for such action all sums due under such settlement or compromise. RSA, upon final order and judgement of a Court of competent jurisdiction awarding damages to any employee of the County, shall immediately pay to such employee all sums owing under such order and judgement.~~

~~The County will require all employees to personally report to the RSA office within ten (10) days of the date of hire so that these employees may be informed of their rights and liabilities under the "Modified Agency Shop" provision of the MOU. The County agrees to immediately provide a current list of all PSU employees who do not have payroll deduction for either RSA dues or agency fees and to update that list on a monthly basis.~~

ARTICLE XXII  
MAINTENANCE OF MEMBERSHIP  
(Supervisory)

~~Employees in a Supervisory classification who are members of RSA, shall remain members during the period covered by this Memorandum of Understanding. Such employees may withdraw during the month of April of any year as described below.~~

~~Any employee desiring to revoke their authorization for dues shall forward a letter by United States Mail or in person to RSA, setting forth his/her desire to remove said authorization and may include reasons thereof. To be considered, a letter shall be received by RSA on or after April 1st, but no later than the last working day of April. RSA shall promptly forward a stop deduction to County payroll in the manner provided by the County.~~

~~Failure to timely notify RSA as described above shall be deemed abandonment of the right to revocation until the next appropriate time period.~~

~~Hold Harmless. RSA 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  
SEPARABILITY

It is understood and agreed that this Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

ARTICLE XXIII  
PROMOTIONAL PROCEDURE  
DEPUTY PROBATION OFFICER

Section 1. Examination Process

- A. The examination process for Senior Probation Officer, Supervising Probation Officer and Senior Probation Corrections Officer shall include a written examination administered by the Human Resources Department with a weight of 35 points, an oral examination conducted by the Probation Department with a weight of 50 points and an overall evaluation on promotability conducted by the Probation Department with weight of fifteen (15) points which shall be weighted five (5) points for cross department experience; eight (8) points for above average performance evaluations; two (2) points for length of continuous service above the minimum qualifications required for the position. There shall be no pass/fail test scores.
  - 1. The Department agrees that should they consider any substantive changes to the promotability portion of the examination process, they will notify RSA in advance of the proposed change.
- B. The Probation Department will compute the final combined, weighted score for the examination process for each candidate, based on the three (3) elements of the process described above. The County shall give out scores to the individual employee applicant upon request.
- C. The County shall make every effort with respect to the written promotional examination to provide source or reference material from which the questions and answers have been derived and shall communicate it to the candidates at the time of the examination announcement.



## Section 2. Interview Panel

The interview panel shall consist of departmental and County representatives, one participant selected from outside the Agency and an observer from the County Human Resources Department.

## Section 3. Selection

The first selection for each position appointment to be filled shall be made from the top six (6) candidates, (including all persons tied for the sixth position) of those available for the assignment, whichever is greater.

# ARTICLE XXIV ASSOCIATION RIGHTS BULLETIN BOARDS

## Section 1. Bulletin Boards

Space may be made available to RSA on departmental bulletin boards within representation unit provided such use is reasonable. Notices shall be dated and signed by an RSA representative. The privilege does not extend to the individual members of an organization.

The posting and removal of bulletin board material must be maintained in a timely fashion. The County, through the Human Resources Director or their designee~~Employee Relations Manager~~, reserves the right to suspend or cancel bulletin board privileges for abuse.

## Section 2. Release Time

- A. Authorized representatives of the Association shall be entitled to release time for the purpose of traveling to and from and appearing at RSA Board meetings.
- B. During each fiscal year such authorized representatives' cumulative release time (for the entire unit and not per person) with pay shall not annually exceed forty-four (44) hours and any excess hours shall be either without pay or charged against the authorized representative's appropriate paid leave banks.
- C. For labor negotiations, members of the negotiations team shall receive release time for the time in negotiations as well as one hour before and after the negotiations meeting. This release time is not part of the forty-four (44) hours described in the previous paragraph.

## Section 3. Employee Orientation

The County shall provide the Association with a minimum of 10 days' notice in advance of a new employee's orientation. The notice will be provided by email to the Association staff. The Association will provide up-to-date email addresses of their staff members to the Probation Department.

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 that was not foreseeable.

The Association will be permitted to have two (2) hours with the employee(s). If the orientation occurs during a normally scheduled meal break, the Association will provide a meal to the new employee(s) at the Association's expense.

If the County provides an online employee orientation process, the Association shall have the right to provide up to a fifteen (15) minute presentation into that online orientation.

Notice to the Association shall be to the County email address of those persons designated in writing by the Association. The designated persons may be updated as needed.

## ARTICLE XXV LABOR/MANAGEMENT COMMITTEE

The parties agree to ~~establish form and participate in~~ a Labor Management Committee (LMC) with members from the Department, PSU and HR to initially ~~to~~ discuss the following issues: of mutual concern.

1. Employee requests for schedule changes
2. Equipment
3. Any other matter the parties mutually agree to discuss.

The parties agree to begin the LMC within 6 months of the effective date of this MOU. Additional issues may be added by either party. Agendas will be shared in advance to the extent possible, and notes will be taken for both parties to agree upon.

~~Cost of Living Adjustments shall be as follows, increasing the minimum and maximum salary ranges for all classifications accordingly, and increasing employee wages as follows:~~

- ~~1) — 3% effective July 11, 2013~~
- ~~2) — 2% effective July 10, 2014~~
- ~~3) — 2% effective July 9, 2015~~
- ~~4) — 2% effective May 12, 2016~~

SIGNATURE PAGE

Dated \_\_\_\_\_ day of \_\_\_\_\_, 2024.

On behalf of the  
County of Riverside

On behalf of the  
Riverside Sheriffs' Association

\_\_\_\_\_  
Peter Brown  
Legal Counsel

\_\_\_\_\_  
William Young  
RSA President

\_\_\_\_\_  
Clorissa Cacho  
Human Resources Division Manager

\_\_\_\_\_  
Evan Peterson  
Executive Director

\_\_\_\_\_  
Jessica Urban  
Employee & Labor Relations Officer

\_\_\_\_\_  
Elizabeth Tourgeman  
Legal Counsel

\_\_\_\_\_  
Natalie Rivera  
Assistant Chief Probation Officer

\_\_\_\_\_  
Larry Mease  
Probation Division Director