

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



ITEM: 3.46
(ID # 26707)

MEETING DATE:
Tuesday, December 03, 2024

FROM : HUMAN RESOURCES

SUBJECT: HUMAN RESOURCES: Approval of the Final 2019 - 2021 and 2020 – 2024 Memorandum of Understanding (MOU) between the County of Riverside and the Laborers' International Union of North America, Local 777 (LIUNA), All Districts. [Total Cost \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Final 2019 – 2021 Memorandum of Understanding (MOU) between the Laborers' International Union of North America, Local 777 (LIUNA) and the County of Riverside (Attachment "A").
2. Approve the Final 2020 – 2024 Memorandum of Understanding (MOU) between the Laborers' International Union of North America, Local 777 (LIUNA) and the County of Riverside (Attachment "C").

ACTION:Policy


Tami Douglas-Schatz, Director of Human Resources 11/26/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 3, 2024
xc: HR

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: n/a			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County and Laborers' International Union of North America, Local 777 (LIUNA) negotiated two successor Memorandum of Understandings (MOU) between 2016 and 2020. 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 March 26, 2019 (Agenda Item 3.13), the Board approved the agreement for a two (2) year MOU between the County of Riverside and LIUNA. 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 (Agenda Item 3.10), the Board approved the agreement for a four (4) year MOU between the County of Riverside and LIUNA. 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.

ATTACHMENTS:

- ATTACHMENT A.** 2019 – 2021 MOU between LIUNA and the County of Riverside (Clean)
- ATTACHMENT B.** 2019 – 2021 MOU between LIUNA and the County of Riverside (Track Changes)
- ATTACHMENT C.** 2020 – 2024 MOU between LIUNA and the County of Riverside (Clean)

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

ATTACHMENT D. 2020 – 2024 MOU between LIUNA and the County of Riverside (Track Changes)

MEMORANDUM OF UNDERSTANDING

2019 - 2021

COUNTY OF RIVERSIDE

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 777

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DEFINITIONS

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

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

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

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

CalPERS shall mean the California Public Employees Retirement System.

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

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

Discrimination Complaint filed in accordance with Board Policy C-25.

Employees The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to "regular" or "seasonal" employees as referred to in Salary Ordinance No. 440 employed by the County in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution.

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

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

MOU shall mean the Memorandum of Understanding.

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

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

Pay Period means fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act ("FLSA") work weeks .

PERB shall mean the California Public Employment Relations Board.

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

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

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

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

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

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

Regular employee means a holder of a regular position.

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

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

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

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

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

same class, or a different class allocated to the same salary plan/grade, in a different department.

Working Day means each day an employee performs their duties including weekends and holidays.

DRAFT

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 Laborers' International Union of North America, Local 777, (hereinafter referred to as LIUNA) as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This MOU is in effect from March 28, 2019, to midnight, March 28, 2021. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the County's Board of Supervisors.

Section 2. Successor Agreement. In the event LIUNA desires to negotiate a successor MOU, LIUNA shall serve on the County during the period of one hundred twenty (120) days to ninety (90) days prior to the expiration of the current MOU, its full and written request to commence negotiations as well as its written proposals for such successor MOU.

ARTICLE II
RECOGNITION

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

- A. Inspection & Technical
- B. Supporting Services
- C. Trades, Crafts, and Labor

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

ARTICLE III
FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is the intent of the parties that this MOU be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where the County finds it necessary to make such changes, it shall notify LIUNA 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 LIUNA requests to negotiate with the County,

the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify LIUNA of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

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

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

ARTICLE IV WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

Pay Period. The pay period shall be fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act ("FLSA") work weeks. A Department Head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different bi-weekly work period of eighty (80) hours after giving a one pay period written notice to the representative, if any, of the employees affected.

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

Section 2. Flex Work Schedules

- A. Employees in this bargaining unit may be assigned to work a 9/80, 4/10, 3/12, 6/12-1/8, 6/12-2/4 or 4/12 work schedule at the discretion of the department head as required by operational necessity. The following describes the work schedules:

9/80 schedule (four, nine-hour days per work week and one eight-hour day per pay period)

4/10 schedule (four, ten-hour days per work week)

3/12 schedule (three, twelve-hour days per work week)

6/12-1/8 schedule (three, twelve-hour days per work week and one alternating eight-hour day every other week)

6/12-2/4 schedule (three, twelve-hour days and one, four-hour day per work week)

4/12 schedule (three, twelve-hour days per work week and four, twelve-hour days every other week)

Section 3. Overtime

- A. Overtime Work Defined Overtime work is authorized work in excess of the maximum hours of the established FLSA work week or work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status. It does not include regularly scheduled work on a paid holiday.
- B. Overtime Provisions of the Fair Labor Standards Act Except as set out in paragraph C below, employees in classifications that are not exempt from the Fair Labor Standards Act (herein referred to as "FLSA") shall be compensated for overtime consistent with the Act. The Human Resources Director and County Counsel shall determine which classes of positions are exempt from the FLSA.

Exceptions:

1. Work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status shall be paid at one and one-half (1 ½) times the employee's regular rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA;
2. Work performed that qualifies for double time as outlined at Section 3(C) below, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA; and
3. Notwithstanding the above, if an overtime assignment would not result in any premium rate, the employee shall be permitted to refuse the overtime assignment.
4. All LIUNA represented employees assigned to the Sheriff's Department and Fire Communications Dispatcher: If employees in these classifications are required to work extra shifts and/or hours beyond their regular shift pattern, they shall be paid at one and one-half (1 ½) their base rate of pay for such additional time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA. To be eligible for this FLSA exception, however, the employee must actually work the entirety of their regular scheduled shift.

5. The Fire Department employees shall be paid for all overtime worked and will not be allowed to bank overtime hours as compensatory time worked.
6. Employees in the following classifications in the Transportation Department who are required to work extra shifts and/or hours beyond their regular shift pattern shall be paid at one and one half (1 ½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA:

Maintenance and Construction Worker
Equipment Operator I
Equipment Operator II
Senior Equipment Operator
Truck and Trailer Driver
Traffic Signal Technician
Senior Traffic Signal Technician
Tree Trimmer
Lead Tree Trimmer
Lead Bridge Crew Worker
Bridge Crew Worker
Senior Heavy Equipment Mechanic
Heavy Equipment Mechanic
Truck Mechanic

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

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

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

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

- E. Reporting and Calculation Actual hours of overtime work shall be reported on each attendance report. The County Auditor-Controller's Office shall maintain the record of overtime credit at one and one-half (1 ½) times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.

- F. Compensation for Overtime Work Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid. Accumulated overtime credit 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. With approval of the County Executive Officer, accumulated overtime credit of one hundred twenty (120) hours or less may be paid. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid at the employee's base rate of pay at the time of termination.
- G. Overtime Compensation for Fingerprint Examiners, Forensic Technicians, Community Services Officer and Sheriff's Service Officer Any Fingerprint Examiner I, II and III, Forensic Technician I, II and III, Community Services Officer I and II, and Sheriff's Service Officers I and II shall be entitled to overtime compensation in the following manner:
1. Overtime worked in accordance with Sections A of this article shall be compensated in either paid time or compensatory time off.
 2. Prior to the expiration of any prescribed pay period in which any such overtime has been worked, the Department Head, or a designee, may require the employee to utilize such earned compensatory time off benefits in increments of one (1) or more shifts. No such action may be taken by the Department Head unless the employee has been so notified prior to the termination of the previous working shift.
 3. At the expiration of each prescribed pay period, any such compensatory time off benefits that have not been utilized shall be accumulated in his/her compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the Department Head or a designee.
 4. Accumulated overtime credit in the "overtime bank" shall be retained until the "overtime bank" has been exhausted as provided for in Section 2F(1).
- H. Compensation Time Payment for Anesthesiology Technicians, Orthopedic Technicians, and Nursing Assistants Any Anesthesiology Technician, Orthopedic Technician, or Lead Anesthesiology Technician, working for RUHS who is a member of the Inspection and Technical Unit who has at the expiration of each prescribed pay period, any compensatory time off benefits that have not been utilized, shall be paid for such compensatory time by County Warrant, or the employee may elect to accumulate their compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the Department Head or a designee.

- I. 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 advance.
- J. Declared Natural Disaster. In the event and during the period of an officially declared disaster affecting any portion of the County of Riverside, and notwithstanding any other provision of this MOU, the following provisions shall apply:
1. Any Officer, in order to perform the work of the department 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 MOU who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
 4. The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half (1 ½) times the base rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.
- K. Limitation on Compensatory Time Worked. An employee must be paid and may not accrue compensatory time off for overtime worked when the County receives reimbursement, such as a grant or contract where the County must show payment made for the time worked to receive reimbursement. The foregoing is not intended to apply to regular overtime worked for contract cities.

Section 4. Premium Pay

- A. Standby Duty When placed by the Department Head specifically on standby duty, an employee otherwise off duty shall be paid one (1) hour 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. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee physically reports to a worksite and will resume at the completion of the call-out work. The on-call duty compensation 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

compensation shall cease at the end of the mandatory on-call shift.

“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.

B. Minimum Overtime on Call-Back

1. Physical Call-Back – Reporting to a Worksite. Except as hereinafter otherwise provided, an employee who is physically called back to work to meet an emergency on an overtime basis, whether or not he is in a standby call duty status, shall receive minimum credit for two (2) hours’ work.

Any Nursing Assistant working for RUHS Medical Center or Mental Health Inpatient Treatment Facility shall be entitled to a minimum credit of two (2) hours work. Said compensation would be as an additional sum added to said employees pay and not as a credit towards compensatory time off.

2. Call-Back – Responding Remotely. 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 call duty status, shall receive minimum credit for two (2) hour’s work at the overtime rate. If an employee should complete the work required, and subsequently be recalled during the minimum credit period, no additional compensation shall be paid for until the minimum credit period has exhausted.

- C. Double Time Employees in the following classifications assigned to work at RUHS or Correctional Health Services shall be eligible to receive overtime credit at two (2) times the base rate of pay for actual hours worked on an extra weekend shift.

Classification:

1.
 - Anesthesiology Technician
 - Lead Anesthesiology Technician
 - Medical Unit Clerk
 - Orthopedic Technician
 - Certified Nursing Assistant
 - Health Services Assistant
 - Telemetry Technicians
 - Certified Medical Assistant

A “weekend shift” for the purposes of this section means a shift starting on or after 3:00 p.m. Friday and ending on or before 7:30 a.m. Monday. An “extra” weekend shift means a weekend shift actually worked in addition to the required weekend shifts that were actually worked in the pay period. To qualify for double time on an extra weekend shift, employees must have also actually worked their regular schedule that week.

All classifications listed above as eligible for double time on an extra weekend shift

are required - unless specifically excluded by the Department Head - to work two non-premium weekend shifts during the bi-weekly pay period. An extra weekend shift for any employee exempted, in whole or in part, from the mandatory weekend requirement by the Department Head is a weekend shift in addition to his/her normal schedule as established by the Department Head, provided that the employee actually worked his/her normal schedule that week.

D. 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. Employees who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.
2. Evening Shift County employees whose classes are not specifically mentioned in other sections of this Memorandum who work between the hours of 3:00 p.m. and 11:00 p.m. shall be paid an evening differential of sixty cents (0.60¢) per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.
3. Night Shift County employees who work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of one dollar and twenty cents (\$1.20) per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.
4. Employees working for RUHS in a Nursing Assistant classification who work on a scheduled or unscheduled basis, including overtime, between the hours of:
 - a. 3:00 p.m. and 11:30 p.m. shall be paid an evening differential of sixty cents (0.60¢) per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.;
 - b. 11:00 p.m. and 7:30 a.m. shall be paid a night differential of one dollar and thirty cents (\$1.20) per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

Nursing Assistants who work outpatient clinic at RUHS shall be paid differential rates set forth in (a) and (b) above only for the hours actually worked between the hours of 5:00 p.m. and 7:00 a.m.

5. Command Post Shift Differentials. All Intake Specialists assigned to the Command Post, who otherwise qualify, shall be paid a total of one dollar twenty cents (\$1.20) per hour for all hours actually worked between 3:00 pm and 11:00 pm.

Intake Specialists assigned to the Command Post, who otherwise qualify, shall be paid one dollar and fifty cents (\$1.50) per hour for all qualifying hours actually worked between 11:00 pm to 10:00 am.

All Intake Specialists assigned to the Command Post during regular day shift hours (10:00 am – 8:00 pm) who otherwise qualify, shall receive one dollar (\$1.00) per hour for all hours actually worked between 10:00 am and 3:00 pm.

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

E. 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: Forty dollars (\$40.00) per pay period (fifty cents (0.50¢) per hour)

Level 2: Sixty dollars (\$60.00) per pay period (seventy-five cent (0.75¢) per hour)

Level 3: Eighty dollars (\$80.00) per pay period (one dollar (\$1.00) per hour)

Testing Administration

Oral and written examinations will be developed with labor management and 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, once approved by the Board of Supervisors, 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 hours worked. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.

- F. Inconvenience Differential. Effective the first pay period in July 2012, all members of the transportation department's travel crew will receive an inconvenience stipend of one hundred dollars (\$100.00) per pay period. Travel Crew shall be defined as those employees identified by TLMA Administration that are permanently assigned to the travel crew but whose work site is temporarily transitioned to the Blythe or Thermal Yard and whose normal residence is in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters. In addition, any permanent travel crew employee who's regularly assigned headquarters are in the Blythe or Thermal Road Yard and whose normal residence is in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters shall be entitled to the same inconvenience differential at the same rate and conditions.

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

Eligibility for such additional pay shall be determined by the Transportation Land Management Agency Director or designee with the concurrence of the Human

Resources Director, unless the Board of Supervisors shall otherwise provide by resolution.

G. Communications Training Officer (“CTO”) Differential

1. Differentials:

- a. A Fire Communications Dispatcher or Sheriff’s 911 Communications Officer shall receive a 5.5% increase) at the start of the next pay period following the presentation of proof by the employee of successful completion of the Public Safety Answering Point (PSAP) and radio training.
- b. A Fire Communications Dispatcher or Sheriff’s 911 Communications Officer who is being compensated at less than the top of the salary range shall receive a 2.71% increase at the start of the next pay period following the employee’s presentation of proof of a Commission on POST Public Safety Dispatcher’s Certificate.
- c. A Fire Communications Dispatcher or Sheriff’s 911 Communications Officer who is being compensated at less than the top of the salary plan/grade, and has been selected and trained as a trainer, shall receive a 2.71% increase at the start of the next pay period following the successful completion of such training. Such employee shall also receive fifty cents (\$0.50) per hour worked for each hour in which he/she is actually engaged in training other Fire Communications Dispatchers or Sheriff’s 911 Communications Officers.
- d. It is not the intent of this agreement to change the anniversary date for future salary increases granted by the appointing authority.

2. Selection of Communications Training Officer (CTO) (Fire and Sheriff Departments)

- a. Sheriff’s 911 Communications Officer II with a current POST Certificate or a Fire Communications Dispatcher II
- b. CTO candidates must have good attendance, communication skills, inter-personal skills, writing skills and the ability for self-initiated activity. CTO candidates must possess dispatch operational knowledge and overall knowledge of Department Policy and Procedures.
- c. CTO candidate’s skills and performance will be reviewed by a 3-member panel prior to appointment. For the Fire Department, the panel will consist of the Emergency Command Center (“ECC”) Supervisor, a Senior Fire Communications Dispatcher and the ECC Battalion Chief. For the Sheriff’s Department, the panel will consist of two (2) Communications Supervisors and a current CTO.

Candidates will participate in an oral evaluation conducted by the panel. The oral evaluation will include an interview and a short oral presentation on any training issue.

- d. Candidates must submit an application to the Dispatch Training Unit through the chain of command.
- e. Performance evaluations must reflect a “Meets Standards” and/or above ratings. Once CTO status is conferred, a “Meets Standards” and/or “Exceeds Standards” rating must be maintained.
- f. Applicant must attend a POST CTO Academy within a year during their assignment and successfully complete it. This requirement does not apply to the Fire Department.
- g. Applicant must maintain a “Satisfactory” rating on evaluations by the Sheriff’s Dispatch Training Unit, given every six (6) months. For the Fire Department, applicants must maintain a “Satisfactory” rating on the annual performance evaluation.
- h. Approval by Commander or designee.

3. De-Selection of Communications Training Officer

- a. CTO may elect to temporarily or permanently be removed as a CTO. Memo must be submitted by CTO to the Dispatch Training Unit via chain of command.

At any time a CTO may be de-selected or removed from the CTO program for any of the following reasons.

b. Factors that lead to de-selection or removal of CTO

- 1. Communication Skills.
 - a. Numerous grammatical errors in evaluation.
 - b. Verbally confrontational with co-workers, trainees, supervision.
 - c. Negative presentation towards the Department or policy/procedures.
- 2. Relationship with others.
 - a. Lack of enthusiasm towards training.
 - b. Negative or unprofessional interaction, directly or perceived, with trainee, co-workers, or supervision; i.e.

gossip, overly defensive or immature degrading remarks toward another.

c. Unable to work as a team player.

3. Judgment.

a. Decisions, which are not sound and unable to defend.

b. Unable to satisfactorily carry out oral or written instruction.

c. Unable to grasp an overall understanding of Department policy/procedure.

d. Breach of confidentiality.

e. Unable to recognize the difference between personal and professional conduct.

4. Participation.

1. Unwillingness to accept and complete at least one assignment as a CTO in a twelve-month period.

2. Excessive absences, leave of absence or abusive sick leave that will make the CTO unavailable to train.

5. Evaluation Ratings.

a. Failure to maintain a "Meets Standards" rating on the annual performance evaluation.

b. Failure to maintain a "Satisfactory" rating on Dispatch Training Unit Evaluation.

1. If an unsatisfactory evaluation is received from the Training Unit, the CTO would then be placed on a three (3) month probationary period with interim evaluations. The first interim evaluation will be received within forty-five (45) days. A second interim evaluation will be received at ninety (90) days*. At the end of 90 days the CTO will be removed from probationary status as a CTO or will be recommended for removal from the CTO program.

**This is based on CTO actively training or time can be extended.*

6. Professionalism.

- a. If a CTO is the subject of a Personnel Investigation (PERS), by the Department, the CTO's duties will be suspended upon approval of the Commander.
- b. Any CTO is subject to immediate removal based on any violation of Department General Orders and/or County Policy and Procedures, that are hazardous or severely detrimental to the well-being of the trainee; i.e. sexual harassment, hostile work environment, etc.

4. The Commander will have final review of any appointment or rejection of candidates and the de-selection of current CTO's.

- H. P.O.S.T. Certificate Pay. Effective July 10, 2014, the incumbent of a position in the Sheriff 911 Communications Officer II classification who proves that they possess a valid Intermediate Certificate, but not an Advanced Certificate, issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate which is six percent (6%) higher than that specified for such position. If they prove that they possess a valid Advanced Certificate issued to them by said Commission, whether or not they possess the Intermediate Certificate, they shall be compensated at a rate which is eleven percent (11%) higher than that specified for such position.

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

In exchange for the P.O.S.T. Pay increases contemplated above, LIUNA waives any and all challenges and/or the opportunity to meet and confer over the County's changes to Board Policy #C-26 Hiring/Retention Bonus Program.

- I. Detention Differential: Effective July 20, 2006, any employee in the below listed job classifications working for the County's Facilities Management Department and assigned to a Sheriff or Probation detention facility (not including the RCRMC jail ward) shall receive a differential of one dollar (\$1.00)/hour for hours actually worked in such facilities.

Effective March 27, 2008, any employees in the job classification listed below working for the County's Probation Department and assigned to a Probation detention facility shall receive a differential of one dollar (\$1.00)/hour for hours actually worked in such facilities.

<u>Job Code</u>	<u>Job Title</u>
62231	Maintenance Electrician
62271	Maintenance Plumber
62251	Maintenance Painter
62740	Building Maintenance Mechanic
62711	Air Conditioning Mechanic
62730	Building Maintenance Worker
62731	Senior Building Maintenance Worker
62272	Lead Maintenance Plumber
62742	Lead Maintenance Services Mechanic
62712	Lead Air Conditioning Mechanic
62232	Lead Maintenance Electrician
62341	Housekeeper

J. Equipment Operator Skill Pay: Employees in the classifications of Equipment Operator II, or Senior Equipment Operator shall receive the following premiums:

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

K. Hazard Pay for Hazardous Waste Inspectors:

Scope. The scope of this hazard pay covers all represented full time and part time Waste Resources Department employees in the Hazardous Waste Inspector series.

Compensation. Employees in the Hazardous Waste Inspector series of the Waste Resources Department will receive seventy-five dollars (\$75.00) per month as hazard pay in recognition of the exposures and difficulties of their job.

L. Court Callback. Notwithstanding any other provisions of this Memorandum, any LIUNA represented employee assigned to the Sheriff's Department who is called back to attend Court in relation to a matter arising from their employment relationship with the County of Riverside at a time when they are otherwise are off duty, shall receive a minimum of one (1) hour compensation at the rate of one and one-half (1 ½) the hourly base rate of pay. A shift shall not be extended for the purpose of avoiding the payment of the one (1) hour of compensation provided herein. Compensation shall cease when the employee's regular work shift begins.

ARTICLE V
PAY PRACTICES

Section 1. Step Advance

A. SALARY ADVANCE

1. It is understood that beginning July 7, 2016 and continuing thereafter, employees shall receive their step (merit) increases in two (2) step increments on their anniversary date.
2. Effective April 25, 2019 and continuing thereafter, employees shall receive their step (merit) increases in increments of one (1) step on their anniversary date.
3. Effective April 25, 2019, the bottom three (3) steps of the salary ranges for LIUNA classifications were eliminated and employees not already at step 4 were moved to the rate of the former step 4 which became the new minimum of the salary range.

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

C. Anniversary Dates:

The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of one (1) year (approximately 2080 hours) in a paid status in the position not including overtime.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid status in the position not including overtime.

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

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

D. Employees appointed to the classification of Eligibility Technician I/II:

1. Any Eligibility Technician I/II appointed on or after June 29, 2000, who successfully completes his/her Induction training shall receive a five and a half percent (5.5%) salary increase. Such salary increase, for anniversary date purposes, shall be administered as if it were a promotion. As a result,

the employee's first anniversary date which involves a salary increase shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid status, not including overtime, from the date of the 5.5% salary increase described herein.

2. The second anniversary date shall be the first day of the pay period following the completion of an additional one (1) year (approximately 2080 hours) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.
- E. The provisions of this section shall be subject to other specific provisions of this MOU concerning change of anniversary dates.
 - F. Two (2) pay periods before the anniversary date of each employee holding a regular position, except as to an employee compensated at the rate at the maximum of the salary range, 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 increase is allowed. 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 salary 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 (2) pay periods after said action should have been taken, and the employee shall be paid at the increased rate from the anniversary date. If the Department Head disallows such increase, they shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the Department Head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of the Department Head, which shall be made only on the basis of continued satisfactory performance in the position.

- G. Effective April 25, 2019, except as set out herein, every anniversary salary increase shall be to the rate of four percent (4%), except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range.

Section 2. New Employees

- A. The Department Head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class

to any salary rate within the salary plan/grade if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced salary proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such higher salary than the lowest salary of the salary plan/grade, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the salary so authorized to the same or one of said higher salary, fixing the minimum initial salary on such advanced salary. The anniversary date shall be the first day of the pay period which is not less than twelve (12) months (approximately 2080 hours) in a paid status thereafter, not including overtime. When such an incumbent employee is already on that salary, their anniversary date shall not change.

- B. Notwithstanding the provisions of (A) and (B) above, there shall be up to an additional eleven percent (11%) which shall be reserved for those classifications designated as "difficult to recruit." Advancements to any salary of the pay scale shall not be automatic. They shall, instead, be granted based upon a determination by the Human Resources Director, subject to approval by the County Executive Officer, that a serious recruiting or retention problem exists for a classification(s), or that the increases granted to subordinate "difficult to recruit" classifications has created serious compaction problems, and that a percentage increase up to and including eleven percent (11%) would assist the County in recruiting and retaining employees in that classification(s). Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented as follows:
1. Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees may be at any salary on the salary plan/grade for his/her classification up to and including a salary on the salary plan/grade established pursuant to Section 2(C) above.
 2. In the event the salary granted to a newly hired employee pursuant to Sub-Section (C)(1) above exceeds that for any present permanent, regular full-time or regular part-time employee who is being compensated at the top of the salary plan/grade for that classification(s), such employee(s) shall be placed on the same salary plan/grade and salary as that granted to the new employee.
 3. All other regular full-time and regular part-time employees assigned to the affected classification(s), who have completed less than one (1) year of service at the top, or at any other salary, of the salary plan/grade for that classification, may, upon a review of their qualifications and approval by the Human Resources Director, have their salary adjusted to an amount no less than the lowest salary received by a similarly qualified employee hired as the result of an open recruitment to fill a vacancy in that classification.

Notwithstanding, the paragraph above, if an employee newly hired into a "difficult to recruit" classification has less experience in the work of the classification and/or education/training applicable to the work of the classification than an incumbent employee in the same classification, the

incumbent employees' wage will immediately be increased to the level of the newly hired employee.

4. Subsequent merit increases for employees not compensated at the top of the salary plan/grade(s) for the classifications affected by the provisions of this subsection may be granted pursuant to the standard procedures for salary advances as set forth in the applicable MOU. Employees may receive annual reviews as set forth in such MOU, but merit increases cannot be given beyond the top salary as set forth in this MOU.

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications no longer exist, he shall advise the County Executive Officer of his findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such classification(s). At that time, the salary for any employee compensated at a rate above that to which he or she would otherwise have been entitled shall be frozen and shall not be increased until the regular salary for the classification exceeds the rate established pursuant to the provisions described above.

Section 3. Re-employment

- A. Upon recommendation of the department head or designee and approval of the Human Resources Director or designee, a former regular employee may be re-employed in the same classification which they previously occupied, at the same salary of the salary plan/grade as the salary applicable at the time of their termination, provided they were terminated in good standing and passed probation in that classification.
- B. Whenever a former regular employee is or has been re-employed within twelve (12) consecutive months after termination they may, on recommendation of the department head or designee and with the approval of the Human Resources Director, may be allowed restoration of previously accrued sick leave, not exceeding the amount thereof which was lost (unless the employee received sick leave payout upon retirement in which there would be no restoration of sick leave), and to earn vacation at the rate at which the employee was earning at the time of termination. The anniversary date for salary advance may be expressly fixed, limitations as provided in this MOU to allow credit for all or a portion of the applicable period of service prior to said termination.
- C. Re-employment of Retired Persons. An employee who is retired under the California Public Employees' Retirement Law ("PERL") and who is receiving retirement benefits shall not be employed or re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the PERL for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or re-employment for up nine hundred and sixty (960) hours in any fiscal year, without loss of benefits,

as specified in the law. The law permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

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

Section 4. Promotion. On promotion, the salary shall be at a rate on the new salary plan/grade which is approximately five and a half percent (5.5%) higher, or immediately greater than five and a half percent (5.5%) higher, than that paid on the grade for the former position where the new grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. Approximately five and a half percent (5.5%) shall mean within ten cents (0.10¢) of five and a half percent (5.5%). The anniversary date shall be determined as if the date of promotion were the date of employment.

Section 5. Transfer. An employee who is laterally transferred shall maintain the same salary as previously paid before the transfer. The anniversary date shall not change.

Section 6. Demotion

- A. On demotion, the salary shall be at the rate of 5.5% less on the new salary plan/grade as was applicable to the previous salary plan/grade. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.
- B. Permanent employees who, within one (1) year (approximately 2080 hours) following a promotion, voluntarily demote to their previously held classification may return to the salary 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 plan/grade shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary plan/grade shall be at the rate 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.

The anniversary date shall be determined in accordance with subsection of this Article, except that the first anniversary date shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid

status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional one (1) year (approximately 2080 hours) in a paid status.

- C. The salary of an incumbent of a position reclassified to a class on a lower salary plan/grade shall not change unless such salary would exceed the maximum of the new salary plan/grade, in which event it shall be reduced to the maximum. The anniversary date shall not change.
- D. The effective date of a reclassification shall coincide with the first 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 salary 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 and eighty (480) hours or more during the life of this MOU. 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.

A. Procedure.

- 1. When, in the opinion of a Department Head, it is necessary for an employee to assume the duties and responsibilities of a higher level position on an on-going basis, the employee shall be advised, in writing, of the date on which such duties shall begin.
- 2. Within ten (10) working days of the completion of the four hundred and eighty (480) hours described in (A) above, the Department Head or designee shall meet with the employee to inform him/her whether they will continue to perform the higher level duties or resume the duties of their regular position. In the event the employee resumes their regular duties, no further action is required. In the event the employee is directed to continue performing the higher level duties, one of the following shall occur:
 - a. If the employee is performing the duties of an existing higher level vacant position, the Department shall immediately request that Human Resources conduct an examination to fill the vacancy. The

employee, if qualified, shall be promoted and receive a salary adjustment pursuant to applicable provisions of this MOU. If the employee is not qualified for the position, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated for any hours worked at the higher level beyond the four hundred and eighty (480) hours referenced above, and the time of his/her return to the former assignment.

- b. If the employee is performing the duties of a position for which there is no existing classification, the Department shall request an expedited reclassification study by the Human Resources Department. If, upon completion of the study, Human Resources determines that the duties and responsibilities of the position warrant a reclassification, the position shall be reclassified appropriately and the employee, if qualified, shall be appointed pursuant to applicable provisions of this MOU. If it is determined that the employee is not qualified, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated at a rate 5.5% above their current rate of pay or the bottom of the salary range of the new classification, whichever is greater, for any hours worked at the higher level beyond the four hundred and eighty (480) hours referenced above, and the time of his/her return to the former assignment.

Section 10. Board Policy C-26: LIUNA agrees that the County may apply Board Policy C-26, Hiring/Retention Bonus, to any classification as deemed necessary by the County.

ARTICLE VI GENERAL PERSONNEL PROVISIONS

(Note: Per People Soft, the hours described in this Article shall be converted to weekly or monthly equivalents.)

Section 1. Probation

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

Computation of the initial probationary period in a paid status does not include overtime, standby, on-call or military leave of absence. A regular employee who has not completed the initial probationary period serves at the pleasure of the Department Head and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this MOU.

- B. Length of Initial Probation. The length of the initial probationary period is six (6) months-except:

Eligibility Technician I/II	18 months combined initial probationary period
Child Support Specialist	12 months
Fingerprint Examiner I	12 months
Fingerprint Examiner II	12 months
Fingerprint Technician I	12 months
Fingerprint Technician II	12 months
Forensic Technician I	12 months
Forensic Technician II	12 months
Investigative Technician I	12 months
Welfare Fraud Investigator	18 months
Public Safety Communications Officer I	18 months
Public Safety Communications Officer II	18 months
Sheriff 911 Communications Officer I	18 months
Sheriff 911 Communications Officer II	18 months
Public Defender Investigator I	12 months
Public Defender Investigator II	12 months
Child Support Interviewer	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 eighty (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 by three (3) months with a maximum of a six (6) month extension. 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 the initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new initial probationary period for the class to which the employee promotes, demotes, or transfers. The initial probationary period 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 six (6) months (or the equivalent of the initial probationary period for those classifications where the initial probationary period exceeds six (6) months) of service in a paid status following a promotion, lateral transfer or demotion, a regular employee who held permanent status at the time of the promotion, lateral 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 salary which the employee held immediately prior to the promotion, lateral transfer or demotion, and the employee's anniversary date will

be re-determined based on the number of hours of service the employee had in previous classification at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

- F. Employment of Relatives. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; provided, however, in no instance, shall a County 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, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), or child of a domestic partner. 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 six (6) months (approximately 1040 working hours).

Section 2. Retirement

A. Public Employee's Retirement System (PERS) Contributions.

1. Any employee hired on or after July 1, 2012, or any employee who has not become vested by having paid the employee's contribution to PERS for the first five (5) years of continuous service as of July 1, 2012, will be required to pay the employee's share of the contribution (EPMC), based upon their retirement formula, for the duration of their employment.
2. Any employee who already vested after having paid the employee's contribution to PERS for the first five (5) years of continuous service prior to July 1, 2012, will be required to pay the employee's share of the contribution (EPMC), according to the following schedule:

Effective June 28, 2012 – three percent (3%)

Effective June 27, 2013 – three percent (3%)

Effective June 26, 2014 – two percent (2%)

B. Retirement Calculations.

1. Tier I – Single Highest Year. For employees hired prior to August 23, 2012 the provision of Section 20042 of the Public Employees' Retirement Law (twelve (12) consecutive months of employment) shall apply miscellaneous employee members.

2. Tier II – Three (3) Highest Year Average. For employees hired on or after August 23, 2012 the provision of Section 20037 of the Public Employees' Retirement Law (three (3) consecutive years of employment) shall apply to miscellaneous employee members.

C. Retirement Formulas.

1. Tier I - 3% @ 60. All employees covered under the provisions of this MOU hired prior to August 23, 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 21354.3 of the Public Employees Retirement Law (3% at age 60).
 2. Tier II - 2% @ 60. All employees covered under the provisions of this MOU hired on or after August 23, 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 21353 of the Public Employees Retirement Law (2% at age 60).
 3. Tier III – 2% @ 62. All employees covered under the provisions of this MOU hired on or after January 1, 2013 shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 7522.20 of the Public Employees Retirement Law (2% at age 62), based on Article 4. California Public Employees' Pension Reform Act of 2013.
- D. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the Public Employees' Retirement Law, an employee may elect to purchase up to four 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.
- E. Post-Retirement Survivor Allowance. Pursuant to the provisions of Sections 21624 and 21626 of the Public Employees Retirement Law, an allowance may be continued to a surviving spouse upon the death of a member after retirement.

Section 3. Mileage Reimbursement. Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Adjustments to the County rate, if any, shall be made pursuant to the IRS rate effective July 1 of each year and mileage claimed on or after that date shall be reimbursed at that new rate.

Section 4. Merit Systems/Veterans Preference. The Human Resources Administration under this MOU is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and ability. Each department head shall appoint all necessary employees allowed for their department by this MOU only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine

the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of computerized testing, written test, oral interview, performance test, rating of education, training and experience and shall take into consideration a system of veterans preference as adopted by the Board of Supervisors. The veterans preference program shall be administered by the Human Resources Director.

Section 5. County Provided Life Insurance. Effective July 1, 2002, the County shall provide life insurance, not to exceed one (1) times annual salary to a maximum of fifty thousand dollars (\$50,000), to all employees covered under the provisions of this MOU. This benefit replaces any other life insurance coverage previously provided under this MOU.

Section 6. Post Employment Health Savings Plan Voluntary Employee's Beneficiary Association (VEBA)

- A. Effective Date The plan is effective on January 1, 2007 for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that occurs on or after December 7, 2006.
- B. Eligibility Employees are plan participants if they have five (5) or more years of County of Riverside service, and who at the time of retirement (as defined by the agreement between County of Riverside and CALPERS) are employed in a collective bargaining unit whose agreement provides for participation in the plan.
- C. Plan Benefits Participants will have a mandatory contribution made to the VEBA for qualifying leave balances as soon as administratively possible upon retirement. Qualifying leave balances include vacation, extra vacation, annual leave, and sick leave accruals, subject to the following:

Sick Leave:

- a. For participants retiring with at least five (5) but less than fifteen (15) years of service, unused accumulated sick leave shall be paid into the VEBA at the rate of fifty percent (50%) of the participant's current salary value. Under no circumstance shall payment for sick leave exceed the lesser of fifty percent (50%) of the participant's unused accumulated sick leave or nine hundred and sixty (960) hours of full pay.
- b. For participants retiring with fifteen (15) or more years of service, unused accumulated sick leave shall be paid into the VEBA at the rate of the current salary value. Under no circumstance shall payment for sick leave exceed nine hundred and sixty (960) hours of full pay.

Vacation and Other Qualifying Leave:

Unused accumulated vacation and other qualifying leave shall be paid, at the rate of the participant's current salary value into the VEBA.

Section 7. Waste Management, Flood Control District, Transportation Department and Code Enforcement Department Driver's License. Employees in the Waste Management,

Flood Control District, Transportation Department and Code Enforcement Department are required to provide to the Department a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

If the change restricts the employee's ability to drive and driving is an integral part of his/her normal duties, he/she shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) days the employee has failed to have his/her license reinstated he/she will be deemed to have applied for and obtained an additional leave of absence of up to fifteen (15) calendar days, during which the Department may take action to separate employment pursuant to Article XI. Discipline, Dismissal, and Review.

Section 8. Pre-Disciplinary Memorandum. All copies of directive, corrective and corrective counseling memoranda in the working file shall be destroyed after twelve (12) months or at conclusion of review period, whichever ever one comes later provided that during such period such employee has been free of any other directive, corrective, and/or corrective counseling notations.

Section 9. Election Poll Training. All LIUNA represented employees who participate in election poll training and services, shall do so on County time if such training and/or service occurs during the employee's regularly scheduled work hours. The release shall be at the department discretion and based on operation needs.

Section 10. Payroll.

A. Payroll Funds.

1. Payroll Funds via Pay Warrant. Employees currently receiving their payroll funds via pay warrant may continue to receive payroll in this manner until such time that the employee elects to transition to electronic deposit of payroll funds.
2. Electronic Fund Deposit of Payroll. Employees currently receiving their payroll funds by electronic deposit shall be required to continue receiving their payroll funds electronically or pay card.

Any new employees shall be required to receive their payroll funds by electronic deposit or pay card.

- B. Electronic Pay Advice. Employees who receive their payroll funds electronically shall also obtain their pay advice electronically. They electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice.

If an employee does not have access to a secure computer at their worksite may, upon request to their department payroll representative, receive a copy.

Section 11. Code Enforcement Officer Classifications.

- A. Employees in Code Enforcement Officer Classifications (Job Codes: Senior 33243, and II 33240), as of November 6, 2018 shall remain in Code Enforcement Officer Classifications identified with a “(D)” designation. For purposes of promotion or demotion, these employees shall be able to maintain the “(D)” designation while continuously employed in the Code Enforcement Officer classification.
1. These classifications shall be deleted once the incumbents attrite out.
 2. For purposes of layoff of the Code Enforcement Officer classifications with the designation shall be considered the same classification as its non-designated counterpart.
- B. Except as provided in A of this Section, employees hired, rehired, promoted, or demoted into Code Enforcement Officer classifications shall be placed in classifications without the “(D)” designation.

The purpose of the delineation is the result of an agreement reached between the parties to allow the County to move forward with the changes sought for Code Enforcement classifications which include: job specification modifications, title changes, class inactivation, and salary adjustments to the classifications.

ARTICLE VII
LEAVE PROVISIONS

Section 1. Sick Leave

- A. Accrual. Sick Leave for all employees covered under the provisions of this agreement shall accrue at the rate of .05 times the number of hours worked (not to exceed eighty (80) hours worked) during the biweekly pay period.
1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee.
 2. Sick leave shall accrue at all times when the employee is in a paid status.
 3. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this MOU which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue

conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.

4. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the 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 good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the Department Head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work. Employees 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.
 - a. 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.
 - b. 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. 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, for this purpose, is defined to mean the employee's spouse, child, parent, brother, or sister (including step-relatives of the same categories), domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), and child of a domestic partner. Family shall also include grandparents and/or grandchildren if the employee is the primary care giver for such.

- D. Payout for Sick Leave. Upon death of an employee, and subject to the provisions of any applicable agreement between the County and the Public Employees' Retirement System, unused accumulated sick leave shall be paid as listed below (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than listed in this subsection):
1. Employee with at least five (5) but less than fifteen (15) years of continuous services shall be paid at the rate of fifty percent (50%) of the current base hourly rate at the time of death or retirement. The total payment shall not exceed a sum equal to nine hundred and sixty (960) hours of full pay.
 2. Employees with fifteen (15) or more year of continuous service shall be paid at the rate of one hundred percent (100%) of the current base hourly rate at the time of death or retirement. The total payment shall not exceed a sum equal to nine hundred and sixty (960) hours of full pay.
 3. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

Section 2. Pre-Retirement Cash Out of Accumulated Sick Leave. In contemplation of service retirement or disability retirement of an employee or officer the following pre-retirement cash out option is available:

- A. Effective Date. The pre-retirement cash out option is effective for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that occurs on or after December 7, 2006.
- B. Eligibility. Employees are eligible for the pre-retirement cash out option if they have five or more years of County of Riverside service, and who at the time of their election are employed in a County bargaining unit whose agreement provides for the pre-retirement cash out option.
- C. Election. Qualifying employees have a **one-time election** to cash out a portion of their accrued sick leave balances, up to the limits explained below. Such an election must be made no later than six (6) months prior to retirement (as defined by the agreement between County of Riverside and CALPERS). Notwithstanding the above, such an election may be made within six (6) months prior to retirement if the retirement occurs prior to May 9, 2007.
- D. Sick Leave Cash Out. Sick Leave balances may only be cashed out in the event of the participant's planned retirement **and** if the participant executes a valid election as described at (c) above.

1. For employees retiring with at least five (5) but less than fifteen (15) years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of fifty percent (50%) of the employee's current salary value. The total payment shall not exceed a sum equal to 960 hours of full pay.
 2. For employees retiring with fifteen (15) or more years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of one hundred percent (100%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred and sixty (960) hours of full pay.
- E. Refund Requirement. Employees who elect a pre-retirement cash-out of accumulated sick leave under this option, but who do not subsequently retire (as defined by the agreement between County of Riverside and CALPERS) shall repay to the County of Riverside any amount of cashed-out sick-leave. If such payment is not made in a lump sum within two weeks of when the repayment becomes due then it is agreed that the remaining amount due shall be made by way of payroll deduction. Such employees are permitted to again make a valid cash-out election no later than six (6) months prior to retirement.
- F. Forfeiture. Unused accumulated sick leave balances are forfeited in the event a participant terminates employment for any reason other than retirement.
- G. Reduction. The value of the participant's unused sick leave will be reduced by the balance of any amount owed by the participant to the County of Riverside.

Section 3. Bereavement Leave. The County agrees to allow up to five (5) working days of leave, three (3) of which will be paid and the additional two (2) 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 relations of the same categories, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child of a domestic partner, legally authorized guardian or foster parent. The County has the right to require proper documentation in support of the requested leave.

Under extenuating circumstances, and with the prior approval of the department, employees shall be permitted to take up to five (5) additional working days of leave, provided the employee has sufficient vacation time, compensatory time off, or compensatory holiday time off to cover the absence.

Section 4. Fitness for Duty. A Department Head, when in their judgment good cause exists, may request from the Human Resources Director that an employee be ordered off work until such time as the employee is able to present the Department Head with a certificate, from a physician approved by the County, 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.

The cost of the physician's visit and services will be at County expense, and the employee shall continue to be on paid Administrative Leave until such time as a physician's report is received and the employee is officially notified of the County's determination of his/her status.

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:

1. Illness or disability when sick leave has been exhausted
2. Pregnancy
3. To take a course of study which will increase the employee's usefulness on return to the County
4. Personal reasons acceptable to the authority whose approval is required

A. Agency/department leave of absence: Agency/Department leave of absence up to four hundred and eighty (480) hours (twelve (12) weeks) in any one (1) 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 health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, or a County designed temporary modified duty and/or return to work program.

B. Official leave of absence: A regular employee may request an Official leave of absence exceeding four hundred and eighty (480) hours, but not exceeding one (1) year (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 health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, or a County designed temporary modified duty and/or return to work program.

The Human Resources Director shall be promptly notified of the return of any employee from an official leave of absence. The Board of Supervisors shall have the right to cancel or revoke a leave of absence previously granted.

Section 6. Jury Duty. Any employee who shall be summoned for attendance to any court for jury duty during the employee's normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury. Any employee who shall be called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if County transportation is used. Any employee designated non-exempt from Fair Labor Standards Act (FLSA) absent as a witness in a private matter shall not be entitled to be paid during such absence.

Section 7. Air Pollution Emergency. An employee unable to work on a regularly scheduled work day due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless 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 8. Abandonment/Automatic Resignation

- A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written department notification does not respond to the department and/or does not provide a satisfactory explanation for the absence; and for the employee's failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three (3) business days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the

employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers.

- B. An employee may, within ten (10) business days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. The Human Resources Director will notify the employee in writing within ten (10) business days of receipt whether the request for reinstatement has been approved. If denied by the Human Resources Director, the employee may, within ten (10) business days, appeal the decision.
1. Appeals shall be heard by a neutral third party. The neutral third party shall make a determination on a reinstatement based upon whether the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and whether the employee is ready, able, and willing to resume the duties of the position. The neutral third party decision may be verbal or in writing.
 2. Only the employee and one (1) representative and the department head or a designee and the Human Resources Director or designee shall take part in the presentation of any appeal.
 3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the neutral party. The neutral party may consult with witnesses informally and otherwise investigate the controversy.
 4. The judgment of the neutral shall be binding on both parties neither of which shall have the right of further appeal.
 5. The judgment of the neutral shall be rendered within five (5) business days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
 6. The neutral's authority shall be limited to deciding the issues submitted by the parties. The neutral shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.
 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 9. Reporting Requirements. In the absence of a more stringent department policy, an employee reporting off work at the beginning of a shift for any reason shall call

the employee's supervisor or designee within one (1) hour before or after the employee's scheduled starting time.

ARTICLE VIII
VACATION

Section 1 Accruals.

- 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 and forty (6,240) hours) in a payroll status, eighty (80) hours (ten (10) days);

years four (4) through nine (9) (six thousand two hundred and forty-eight (6,248) through eighteen thousand seven hundred and twenty (18,720) hours) in a payroll status, one hundred twenty (120) hours (fifteen (15) days);

years ten (10) or more (eighteen thousand seven hundred and twenty-eight (18,728) hours or more) one hundred and sixty (160) hours (twenty (20) days).

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

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

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 employee who separates employment from the County shall be entitled to pay for all earned vacation as determined under the provisions of this MOU. For the purpose of this paragraph, vacation shall be deemed earned to the date of separation.
- C. Effective March 26 2019, the County agrees to establish a Special Time Bank for each current LIUNA represented employee of forty (40) hours. These hours must be used by the expiration of this MOU and while employed in a LIUNA represented classification, otherwise the hours are forfeited. These hours shall have no cash out value. Employees are encouraged to take these hours during County holidays

and must obtain supervisor's approval prior to use.

Should an employee, due to the nature of the position or operation of the department, not be granted the ability to utilize any portion of the forty (40) hours under this provision, and after providing proof of their efforts to utilize the bank time to Human Resources prior to the expiration of this MOU, may be granted on a case-by-case basis an extension of six (6) months to utilize the balance of the time.

Only employees who were a member of LIUNA as of March 26, 2019 will receive this benefit.

Section 2. Pre-Retirement Cash Out of Accumulated Vacation Leave

In contemplation of service retirement or disability retirement of an employee or officer the following pre-retirement cash out option is available:

- A. Effective Date. The pre-retirement cash out option is effective for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that occurs on or after December 7, 2006.
- B. Eligibility. Employees are eligible for the pre-retirement cash out option if they have five or more years of County of Riverside service, and who at the time of their election are employed in a County bargaining unit whose agreement provides for the pre-retirement cash out option.
- C. Election. Qualifying employees have a **one-time election** to cash out a portion of their accrued vacation leave, extra vacation, and/or annual leave balances, up to the limits explained below. Such an election must be made no later than six (6) months prior to retirement (as defined by the agreement between County of Riverside and CALPERS). Notwithstanding the above, such an election may be made within six (6) months prior to retirement if the retirement occurs prior to May 9, 2007.
- D. Vacation Cash-Out. At the employee's election, unused accumulated vacation leave shall be paid at the rate of the employee's current salary value to a maximum of four hundred and eighty (480) hours of full pay. In addition, the employee may elect to receive up to the full value of any accrued extra vacation or annual leave, which shall be paid at the rate of the employee's current salary value.
- E. Reduction. The value of the participant's unused vacation leave will be reduced by the balance of any amount owed by the participant to the County of Riverside.
- F. 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.
- G. 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.

- H. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this MOU, may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE IX
HOLIDAYS

Section 1. Paid Holidays

A. 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 such date falls on a
Sunday.

B. Qualifying Factors

1. Only regular employees in a current paid status shall be eligible for paid holidays.
2. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
3. An employee who is in an unpaid status for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

C. Payment for the Holiday

1. Working the Holiday Regular or seasonal full-time employees covered under the provisions of this MOU who actually work on a paid holiday shall

be paid at their regular rate for the time actually worked. In addition, such employee shall have a choice of:

- a. Banking compensatory holiday time off - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at his/her regular rate of pay – not to exceed eight (8) hours pay - for the holiday.
2. Not Working the Holiday A full-time employee whose regularly scheduled day off falls on a paid holiday and who do not actually work on the holiday shall have a choice of:
- a. Banking compensatory holiday time off - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at his/her regular rate of pay – not to exceed eight (8) hours pay - for the holiday.
3. Part-Time Employees Regular part-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their regular rate for the time actually worked. In addition, a regular part-time employee shall receive holiday pay for the holiday - or portion thereof - which coincides with their regularly scheduled working hours – not to exceed eight (8) hours pay - (e.g. a part-time employee who regularly works four (4) hours each Monday shall receive four (4) hours holiday pay for any holiday falling on a Monday.)
- If the regular part-time employee does not have a regular shift schedule, he/she shall be receive holiday pay in an amount equivalent to the reduction in his/her regular pay for the workweek – not to exceed eight (8) hours pay - (e.g. a part-time employee with an irregular schedule who normally works twenty (20) hours per week but who, as a result of the holiday, only works sixteen (16) hours that week shall receive four (4) hours holiday pay for that week). If the regular hours of work for such employee are not reduced during the holiday week then no holiday pay is due.
4. Scheduling Holiday Compensatory Time Off Holiday compensatory time off shall be scheduled in the same manner as regular compensatory time off and shall be granted within a reasonable time following the request.
5. Special Provisions Notwithstanding the above, any employee in the class of Sheriff's 911 Communications Officer, Public Safety Communications Officer, Fingerprint Examiner, Forensic Technician, Sheriff's Service Officer, Community Services Officer, and Telephone Report Unit Officer whose regularly scheduled working day falls on a paid holiday, and who actually works on that holiday, shall be entitled to not more than twelve (12) hours of compensation at the rate of one and one-half (1 1/2) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked. Accumulated holiday credit earned at the expiration

of each prescribed pay period, upon election of the employee, may be accumulated to their accumulated holiday credit or be paid to the employee by County Warrant.

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 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 eight (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 (1) year period for any one (1) employee, nor for any employee until they have been continuously employed by the County for at least one (1) year preceding the authorization. If the employee voluntarily terminates employment with the County within one (1) year of the payment of the expenses set forth herein, the employee shall, within thirty (30) days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 5. Certificate Reimbursement – Clinical Lab/Assistants. Clinical Lab Assistants (Job Code 98546) who are required to have a State Certificate shall be reimbursed for the costs associated with obtaining and maintaining the Certificate upon providing proof of payment and completion.

ARTICLE XI
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has successfully completed an initial probationary period, and any extension, has permanent status.

Section 2. Any of the following acts of an employee who has permanent status shall be good cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons. Employees may not use leave accruals to make whole or reduce any loss in compensation while serving disciplinary action.

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
- G. Absence without leave;
- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed;
- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department.
- 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 Sexual 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 plan/grade from the existing salary to a lower salary for a specified duration of one (1) 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 or when deposited with an alternative carrier, i.e. UPS, 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 provision, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or written reprimand.
- B. Unless otherwise specified, as used in this provision, "Department Head" includes the Department Head or a designee.
- C. Department, for purpose of this provision, 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 Human Resources Director, or designee, may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director, may be exercised by a designee.

Section 2. Investigatory Leave of Absence. Pending investigation by the Department Head alleging employee misconduct, covered under Article XI of this MOU, the Department Head, with the approval of the Human Resources Director, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days with approval by the Human Resources Director. In such cases, and except for good cause as determined by the Human Resources Director, the department head will notify the employee in writing as to what specific allegations are being investigated. The Union will also be notified as to the extension only. Additional 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.

Section 3. Notice of Disciplinary Action

- A. Except for written reprimands, written notice of intent to take disciplinary action against a permanent employee 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 ten (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 arbitrator for decision, the Department Head may, with the consent of the Human Resources Director, or designee, serve on the employee and file with the Human Resources Director, or designee, an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto (i.e., second *Skelly*). The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 5. Appeals. Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Human Resources Director, or designee, within ten (10) 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 an arbitrator) agreed to by the parties. The arbitrator's decision may be verbal or in writing. The decision of the State Conciliation Service or an arbitrator shall be binding on both parties.
 - 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 arbitrator may consult with witnesses informally and otherwise investigate the controversy.
 - 4. The judgement of the arbitrator shall be binding on both parties neither of which shall have the right of further appeal.
 - 5. The arbitrator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
 - 6. The judgment of the arbitrator shall be rendered within five (5) working days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.
 - 7. The arbitrator's authority shall be limited to deciding the issues submitted

by the parties. The arbitrator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.

8. All costs for the service of the arbitrator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and 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 up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- C. The hearing shall be set by the Human Resources Director, or designee, 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 employee to attend a hearing and testify upon the written request of the employee, the Department Head, or the arbitrator, provided reasonable notice is given the department employing the employee. The arbitrator is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter or, at the request of either party, recorded on a mutually agreed upon electronic recording device. 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 base compensation or other benefits to attend the disciplinary hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.

- H. In the event an employee is not represented by LIUNA, the cost of the arbitrator only shall be shared equally by LIUNA and the County.
- 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. Within twenty one (21) business days following the hearing of the appeal, or as soon as practicable thereafter, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties. 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 MOU 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 employee shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
 4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the employee shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.
 5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
 6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the employee was reduced or removed from duty which results solely from the employee's request for written briefs in the arbitration proceedings. This provision will not be applicable where both parties mutually agree to submit written briefs.
 7. The arbitrator's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee received since the date of discharge. The employee shall supply records of such earnings.

- K. 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 upon in the conduct of serious affairs.
- L. 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.
- M. Irrelevant and unduly repetitious evidence shall be excluded.
- N. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, advocates, Management or employees of County departments involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- O. Oral evidence shall be taken only on oath or affirmation.
- P. Employees not testifying in their behalf may be called and examined as on cross-examination.
- Q. 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.
- R. 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. Discussion of Request or Complaint. It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any employee who believes that they have a justifiable request or complaint shall discuss the request or complaint with their immediate supervisor in an attempt to settle the matter.

Section 2. Grievance Definition. A "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by an employee or the Union on behalf of a specifically named employee or group of employees, arising out of a dispute by an employee or group of employees concerning the application or interpretation of the specific terms and conditions set forth in this MOU, ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- A. A grievance does not include:
- i. Matters reviewable under some other County administrative procedure.
 - ii. Matters involving 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.
 - iii. Matters involving the release of a probationary employee.
 - iv. Matters involving the termination, suspension, demotion or written reprimand or any other action taken for disciplinary reasons against a permanent employee reviewable pursuant to other provisions of this MOU or written reprimands, and any other pre-disciplinary actions.
 - v. Matters involving a departmental performance evaluation with respect to employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory or better.

Grievances shall be submitted in writing on forms supplied by the Human Resources Department.

Section 3. Freedom from Reprisal. No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with their immediate supervisor, or for the good faith filing of a grievance petition.

Section 4. Employee Representation/Union Rights. An employee is entitled to representation in the preparation and presentation of a grievance at any step in the

grievance procedure, provided an employee that is a member of a representation unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution may be represented only by the exclusive employee organization. Reasonable access to work areas by representatives of exclusive employee organizations shall be in accordance with the provisions of the of the Employee Relations Resolution and this MOU. 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 unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

Section 5. Grievance Petition Form. All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of the MOU alleged to be violated, misinterpreted or misapplied as provided under Article 15, Section 2.

Section 6. Presentation. All grievance petitions shall be filed within fifteen (15) business days after occurrence of the circumstances giving rise to the grievance, or within fifteen (15) business 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.

Section 7. Consolidation. Grievance petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

Section 8. Resolution. Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the County and the grievant. When a settlement takes place that includes monetary reimbursement for the grievant at any stage of the grievance process or via Settlement Agreement, the County agrees to provide said monies within thirty (30) calendar days from the date the agreement is reached by both parties.

Section 9. Withdrawal. Any grievance petition may be withdrawn by the grievant at any time.

Section 10. Time Limits. Grievance petitions shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the Union within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

Section 11. Resubmission. Upon consent of the person hearing the grievance petition and the Union, a petition may be resubmitted to a lower step in the grievance procedure

for reconsideration.

Section 12. Extension of Time. The time limits within which action must be taken or a decision made as specified in this procedure, may be extended by written consent of the parties.

B. PROCEDURE

Section 13. Steps. The following procedure shall be followed by the employee and the Union submitting a grievance petition:

- A. Discussion with Supervisor Prior to filing a written grievance petition within the prescribed time period, the employee shall discuss the matter with the immediate supervisor. The supervisor shall give a prompt response where it is possible to do so. The employee and the supervisor are each entitled to the presence of a silent observer to the employee-supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor:
- B. Step 1. The employee shall have fifteen (15) business days after the occurrence of the circumstances giving rise to the grievance to submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's Department Head. Within fifteen (15) business days after submission of the petition, the Department Head, or a designee, shall meet with the grievant and the employee's representative, if any. No later than fifteen (15) business days thereafter the Department Head, or a designee, shall render a written decision.
- C. Step 2. Failing to resolve the grievance at Step 1, or after the time limits set out in Step 1 above, including any agreed upon extension thereto, have expired, the grievant shall submit a written request for review within ten (10) business days following the date the Department Head, or a designee, renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) business days of the submission of the request for review. No later than ten (10) business days thereafter, the Human Resources Director, or a designee, shall render a written decision.
- D. Step 3. Failing to resolve the grievance at Step 2, LIUNA may determine, on behalf of the grievant, to submit a written request for arbitration to the Human Resources Director, or designee, or a designee, within ten (10) business days following the date the Human Resources Director, or a designee, renders a decision.
- E. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner described herein. The Board of Supervisors shall either accept or reject the neutral's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the neutral's decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure

shall be private except the proceedings before the Board of Supervisors.

Section 14. Advisory Arbitration

- A. After submission of a request for review, LIUNA and the Human Resources Director, or designee, or a designee, shall begin to select a neutral within ten (10) business days of the demand for arbitration.
- B. The parties shall maintain a jointly negotiated list of up to eleven neutrals who shall be selected by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the neutral chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the neutral.
- C. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.
- D. The expenses of the neutral, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Human Resources Director, or designee, with the employee's Department Head at least two (2) business days in advance of the hearing date.
- E. The location of the hearing shall be determined by mutual agreement of the parties. In the absence of such an agreement, a neutral location shall be set by the neutral.

If the issue of grievability has been raised, the neutral shall rule on that question prior to proceeding to the merits of the case. The neutral shall not decide any issue not within the statement of the issues submitted by the parties or consider remedies not requested by the grievant in his/her original petition. This includes issues or MOU Sections which have not been raised and considered at an earlier step of the grievance procedure.
- F. The neutral is limited to ruling on the issues submitted by the parties or consider remedies not requested by the grievant in the grievance petition. This includes issues which have not been raised and considered at an earlier step in the grievance procedure.
- G. The neutral shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOU, but shall determine only whether or not there has been a violation of the MOU in respect to the alleged grievance and remedy. The neutral's decision shall be based solely upon the evidence and arguments presented to him by the respective parties.
- H. If the neutral sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU.

- I. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, 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 grievance hearing.
- J. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- K. Within twenty-one (21) business days following the hearing of the grievance, or as soon as thereafter as practicable, the neutral shall submit written findings of fact, conclusions of law and the decision to the parties. The decision of the neutral shall be subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil procedure.
- L. The hearing shall be a private proceeding among the County, the employee and the employee organization.

ARTICLE XIV
ANTI-STRIKE CLAUSE

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

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

ARTICLE 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 twenty one (21) calendar days during which they are 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, they shall be paid as salary the difference between the temporary disability payments due them 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, they 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.

Non-Work Related Disability

Effective January 1, 2007, the County shall pay sixty percent (60%) of the employee's salary through its Short Term Disability program with a cap of two thousand dollars (\$2000) per month (maximum benefit/month) or maximum weekly benefit of four hundred and sixty one dollars and fifty four cents (\$461.54). The maximum period payable is fifty-two (52) weeks with medical approval. Short-term Disability benefits are calculated and payable on a weekly basis.

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. Department, for the purposes of this Procedure, shall be defined as an agency, department, or district of the County which is set out in County Ordinance No. 440.
- C. Whenever more than one (1) employee in a department has the same most recent date of hire, seniority shall be determined in the following order: regular hours of County service from the most recent date of hire, seniority in classification, and seniority in the department or agency.
- D. Except as otherwise provided in this provision, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue 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 reduced 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 fourteen (14) calendar days prior to the effective date of the action. The List given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice twenty-four (24) hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:
 - 1. The reason for layoff;
 - 2. The effective date of the action;
 - 3. If laid off out of seniority.
- E. If an employee who has received official notice of layoff has previously held 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 (7) calendar 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 salary range nearest their present salary within the salary plan/grade of the class to which they are demoting provided such salary shall not exceed present salary.

- F. The affected employee organization will be provided a copy of the final layoff list.

Section 3. Reassignment

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

Section 4. Employment Counseling and Priority Referral 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. An employee who has been given a layoff notice and who has not exercised their bump back right or who has been laid off shall be placed on the Priority Referral List and referred first to any department requesting a recruitment for classifications from which the employees were laid off.
- B. Employees who have been given layoff notices and who have not exercised their bump back right or who has been laid off shall be placed on the Priority Referral List and referred first to departments requesting recruitments for all other classifications within LIUNA bargaining units for which the employee meets the classification and position requirements. Evaluation of qualifications shall be based on the employee's most recent resume in the County's application system.
- C. Departments are required to notify Human Resources in writing why these candidates are unacceptable before outside candidates will be referred.
- D. An employee's name shall be removed from the Priority Referral List for the following reasons:

- a. Expiration of two (2) years from the date of placement on the Priority Referral List, or the acceptance of a regular status position with the county, whichever first occurs.
 - b. A request to the Human Resources Department to be removed from the Priority Referral List. If an employee requests to be removed, the employee may request to be placed back on the Priority Referral List prior to the expiration of two (2) years, so long as the other reasons for removal have not occurred. However, the time that the employee was voluntarily removed from the layoff list shall not toll the two (2) year expiration period.
 - c. An employee who was removed from the Priority Referral List due to accepting a regular position cannot be returned to the Priority Referral List if the employee either voluntarily or involuntarily separates from the new position (e.g., fail probation or resign within two (2) years from the date of placement on the Priority Referral List).
- E. Employees who have either been given notice of layoff or have been laid off are subject to all applicable standard recruitment and pre-employment procedures upon re-employment.

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 within the department for which he/she previously held status, provided the department is allocated any positions of such classification. The provisions of this Section do not apply to any classification from which the employee was demoted as a result of disciplinary action.
- B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
 - 1. The expiration of two (2) years from the date of placement on the list.
 - 2. Failure to report to work within seven (7) business days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
 - 3. Failure to respond within seven (7) business days of mailing of a certified

letter regarding availability for employment. It shall be the responsibility of the employee to notify their Department Head, in writing, of the employee's current mailing address.

4. Request in writing to be removed from the list.

D. Status on Reinstatement. Reinstatement is defined as recall by the same department, from a Departmental Reinstatement List, into a regular position. Upon reinstatement, the employee shall be entitled to:

1. Restoration of all sick leave credited to the employee's account on the date of layoff.
2. Continuation of seniority.
3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
4. Placement on the salary plan/grade at a salary which is nearest former or current pay rate, whichever is higher, with the employee's hours in the classification being the same number of hours which the employee had at the time of layoff.

Section 6. Reemployment

Status on Reemployment. Reemployment is defined as being employed within two (2) years following layoff by the same or other department into a regular position, other than that from which the employee had reinstatement rights. If reemployed, the employee shall be entitled to:

- 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 and 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 and eighty (480) full-time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under this Article.

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

ARTICLE XVII
VOLUNTARY TIME-BANK

Section 1. Any department or employee requesting to establish a Time-Bank shall follow the guidelines below:

A. Definition of eligible employees.

Only employees in regular positions within the Inspection and Technical; Trades, Crafts and Labor; and Supporting Services Units are eligible to participate in the Riverside County Voluntary Time-bank. Employees receiving disability payments or Workers' Compensation may be eligible for a prorated Tim-Bank reimbursement such that total payments do not exceed 100% of the regular pay.

B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to 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 may be established.

1. The Human Resources Department will establish and administer all Time-Banks. The Human Resources Department will have final discretion and approval authority over all Time-Bank requests.
2. The Department Head or employee, upon concurrence from the Human Resources Director or designee, may request establishment of a Time-Bank.
3. The Department Head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.
- 4.

An employee can only have one (1) Time-Bank established at a time.

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

1. Any employee may donate vacation, holiday accrual, or annual leave. Sick

leave and compensatory time may be not donated.

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

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

1. The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one catastrophic medical condition.
2. Extension to a Voluntary Time-Bank will require a separate approval by the Human Resources Department and department head.

ARTICLE XVIII

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) business days following the date of the receipt.
 3. An employee is entitled to representation during the presentation of this appeal.
 4. The Accident Review Committee shall review the evidence and testimony presented by the employee(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 XIX
ALCOHOL AND DRUG ABUSE POLICY*

*This Policy is included for reference.

The County's Alcohol and Drug Abuse Policy can be located at the Human Resources website at <http://www.rc-hr.com/>.

- A. For reasonable cause, management may condition further employment on successful passage of a drug or alcohol test.

ARTICLE XX
DISCRIMINATION COMPLAINT PROCEDURE

The County's Harassment Policy and Complaint Procedure can be located at the Human Resources website at <http://www.rc-hr.com/>.

ARTICLE XXI
FLEXIBLE BENEFIT PROGRAM

Section 1. Flex Benefits Programs.

- A. Contributions - Retirees: The County shall contribute twenty-five dollars (\$25.00) per month on behalf of each eligible retiree, inclusive of the retiree's dependents, enrolled in one (1) of Riverside County employee medical plans, toward the payment of premiums for health insurance.
- B. Contributions – Active Employees: Any active full-time employee enrolled in a County offered medical plan, will receive a total flex benefit of eight hundred and twenty- three dollars (\$823.00) per month.
- C. Plan Selection Requirement. Employees whose last hire date is on or after November 13, 2003, will be required to select a medical plan as part of their Flexible Benefit election each year and will not have the option of waiving all medical coverage.
- D. Waiving Medical Coverage. Employees whose most recent hire date is prior to November 13, 2003 will have the option of waiving medical coverage if they provide proof of coverage under another group medical plan.

Employees electing not to take medical insurance coverage must provide evidence of medical plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another medical plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other medical coverage shall be received by the Human Resources Department within sixty (60) calendar days from date of hire, and annually during Open Enrollment.

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

- E. Employees who fail to timely elect medical coverage or properly waive medical coverage will be placed in the lowest-priced employee-only PPO medical plan available.
- F. Cash Back. If monies remain after deduction of elected benefits, said monies may be taken in cash back to the aggregate total of options selected and cash.

G. Flex for Part-Time Employees.

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

Employees working thirty (30) to thirty-nine (39) hours per week, shall receive seventy five percent (75%) of the applicable County of Riverside Flexible Benefits Program contribution amount allotted for full-time regular employees per month per employee.

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

H. Employees eligible to waive and not participating in a County sponsored health care plan, the County's Flex Contribution available for other benefits or cash will be four hundred and twenty-five dollars and forty cents (\$425.40) per month (two hundred and twelve dollars and seventy cents (\$212.70) biweekly for twenty four (24) biweekly pay periods).

I. In addition, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored health care plan on the following basis:

Employees with family coverage: Monthly premium reduced by \$200.00

Employees with two-party coverage: Monthly premium reduced by \$50.00

This subsidy will remain in place for the duration of the MOU.

ARTICLE XXII
UNIFORMS AND TOOLS

Section 1. Uniforms

A. General Uniform Provisions

1. Issuance. The County agrees to provide uniforms to employees in the departments listed below so long as the employee is required to wear uniforms in the performance of their duties:

- a. Animal Services
- b. Code Enforcement
- c. Department of Public Social Services
- d. Economic Development Agency (may include any and all individual departments under EDA)

- e. Emergency Management Department
- f. Fleet Services
- g. Flood Control
- h. Riverside University Health System (may include any and all individual departments under RUHS)
- i. Probation
- j. Sheriff
- k. Transportation
- l. Waste Management Resources

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

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

B. Department Specific Uniforms/Equipment

1. Classifications/Assignment(s) in Multiple Departments

- A. The County shall provide uniforms to employees in the following classification:

- Automotive Mechanic I, II, and III
- Automotive Service Worker
- Equipment Parts Helper
- Equipment Maintenance Worker
- Maintenance Painter

- B. The County shall provide uniforms to employees whose primary function is water treatment or air conditioning equipment service in the following classifications:

Building Maintenance Mechanic
Maintenance Worker

2. Uniforms for County Transportation Department Employees:

The County shall provide eleven (11) uniforms to Transportation Department employees in the classifications/assignments identified below. The provisions of this agreement shall apply only to Regular employees of the Riverside County Transportation Department in the following classifications:

<u>Job Code</u>	<u>Classification</u>
66501	Bridge Crew Worker
66502	Crew Lead Worker
97431	Engineering Technician I (Materials Lab Only)
97432	Engineering Technician II (Materials lab Only)
66511	Equipment Operator I
66512	Equipment Operator II
62931	Equipment Tire Installer
62951	Garage Attendant
62141	Gardener
66451	Heavy Equipment Mechanic
66504	Lead Bridge Crew Worker
62932	Lead Equipment Tire Installer
66582	Lead Traffic Control Painter
66592	Lead Tree Trimmer
62793	Machinist – Welder
66529	Maintenance and Construction Worker
62901	Mechanic's Helper
97433	Senior Engineering Technician (Materials Lab Only)
66513	Senior Equipment Operator
66455	Senior Heavy Equipment Mechanic
97382	Senior Traffic Signal Technician
66580	Sign Maker
66506	Truck & Trailer Driver
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Transportation Warehouse Worker I
15822	Transportation Warehouse Worker II
66591	Tree Trimmer
66441	Truck Mechanic

The color and material of such uniforms shall be the same for all employees

and no deviations shall be permitted unless prior written approval is granted by the Director of Transportation and Land Management Agency. The single color and material of such uniforms shall be based upon alternatives presented by the County and selected by a majority vote of the affected employees. It is further understood that:

- a) The wearing of shorts, is prohibited; and,
- b) Orange vests must be worn as required by State law and/or Departmental Policy if the selected shirt color is other than orange.

Implementation – Upon formal approval by LIUNA and the Board of Supervisors, the Transportation Department shall, pursuant to applicable County procedures, enter into an agreement with a uniform supplier it deems capable of providing the necessary uniforms and services. It is understood and agreed that the County retains sole discretion in determining the choice of uniform supplier but will, however, establish a procedure for employees to provide feedback to the Department regarding the provider's performance. The parties further understand and agree that:

- c) The initial distribution of uniforms will commence as soon as possible after approval of this agreement by both parties. It is understood that delays may be experienced in providing uniforms to employees assigned to remote work locations.
- d) Two weeks after the completion of the initial uniform distribution to all employees covered under the provisions of this agreement, such employees shall be required to wear their County supplied uniforms.
- e) The Transportation Department shall establish procedures, including procedures for employees assigned to remote locations, for the weekly exchange of soiled for laundered uniforms.
- f) The parties agree to meet within ninety (90) days after the completion of the initial uniform distribution referenced in this provision to review the program. Additional meetings may be scheduled by mutual agreement of the parties.
- g) The Transportation Department reserves the right to terminate or revise this program one (1) year after its implementation if, after meeting with the Union, it is determined that it has failed to meet its objective(s) or that such cancellation or revision is in the Department's and/or employees' best interest(s).
- h) Summer Dress Policy for Transportation Department Employees:

Applicability: The provisions of this agreement shall apply only to Regular employees of the Riverside County Transportation Department in the classifications described in Attachment I

General Provisions:

1. Beginning June 1 and ending September 30 of each year, employees of the Transportation Department will be permitted to wear T-Shirts to work instead of their assigned uniform shirts.
 2. The Transportation Department will establish an account at a vendor and will pay all costs associated with the account set up as well as any costs associated with the set-up of the graphics that will be displayed on the T-Shirts.
 3. The T-Shirts will be purchased at the employees' expense from the vendor and the employee will be responsible for cleaning the T-Shirts.
 4. The T-Shirts must be a Hanes "Beefy Tee" or equivalent and the only symbol or writing permitted on the T-Shirt is the Transportation logo and employee's name (any other symbols or writing on a T-Shirt will be deemed a violation of this provision). The Transportation Department will provide the graphics for the logo to the vendor.
 5. The colors of the T-Shirts will be the same color of the current uniform provided for the employees' respective work assignments (e.g., employees working in the Garage will wear the same or similar color blue T-Shirts as their blue uniforms).
 6. Employees will only be permitted to wear the Transportation T-Shirts to and from work.
 7. Management will monitor the condition of the T-Shirts and will reserve the right to determine when a T-Shirt is no longer fit to be worn at work.
 8. All Transportation Department employees are still required to wear the appropriate uniform and/or gear while performing safety sensitive duties.
3. Uniforms - Department of Fire Protection. The County shall provide an allowance for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee annually to be administered by the Riverside County Department of Fire Protection.

The following classifications in the Riverside County Department of Fire Protection shall be entitled to uniforms:

<u>Classification</u>	<u>Job Code</u>
Fire Safety Specialists	37872
Fire Prevention Technician	37870
Fire Systems Inspector	37873
Public Safety Communications Officer I	13806
Public Safety Communications Officer II	13807

4. Probation. The County shall supply uniforms for the classification of Correctional Cook-Detention, Job Code 54420. The cost of the cleaning allowance shall not exceed eight hundred dollars (\$800.00) annually.
5. Animal Control. Employees in the Senior Animal Control Officer, Animal Control Officer, Animal License Inspector and Animal Control Trainee classes, so long as they are required to wear uniforms in the performance of their duties, will be provided five (5) uniforms, each consisting of a shirt and pants.
6. RUHS – Medical Center. Employees working in the following classifications will be provided four (4) shirts and two (2) pants unless otherwise indicated below.

<u>Classification</u>	<u>Job Code</u>
Food Service Worker	54451
Senior Food Service Worker	54452
Cook	54431
Senior Cook	54432
Cook Assistant	54430
Baker	54401
Housekeeper	62341 shall be entitled to four (4) shirts and three (3) pants

7. County Correctional Facilities . If uniform shirts are required to be worn by employees working in a correctional facility the department shall provide three (3) shirts to each employee. The wearing of such shirts shall be mandatory. The department shall select the shirts and identifying patches. All employees in the classification of Coroner Technician shall have their scrubs laundered by the Sheriff's Department.
8. Uniforms – Waste Management
The following uniform allowances are provided by the Waste Management Department to employees in the following classifications based on the authorization and approval of the employee's supervisor. Authorization is on an "as needed" basis and not to exceed the annual allowance without special and extenuating circumstances approved by the General Manager-Chief Engineer or his designee:

Classification	Job Code	Annual Allowance
Maintenance & Construction Worker	66529	\$200
Equipment Operator I & II	66511/66512	\$200
Senior Equipment Operator	66513	\$200
Landfill Safety Monitors	66575	\$220
Laborer	62202	\$200
Crew Lead Workers	66502	\$200
Haz Waste Inspector	73561/73562	\$500
Senior Haz Waste Inspector	73563	\$500
Auto Mechanic II	66411	\$200
Heavy Equipment Mechanic	66451	\$200
Senior Heavy Equipment Mechanic	66455	\$200
Truck Mechanic	66411	\$200
Mechanic Helper	62901	\$200
Equipment Parts Helper	15824	\$200
Equipment Maintenance Workers	62920	\$200

9. Waste Management Resources Department Safety Shoes. Upon presentation of proof of purchase acceptable to the Department, the Department shall reimburse employees assigned to landfill operation, to a maximum of one hundred dollars (\$100.00) per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of his/her duties. Employees in the Waste Inspection Series may be reimbursed to a maximum of one hundred seventy-five dollars (\$175.00) per fiscal year.

Section 2. Tools

- A. Stolen Tools. The Transportation Department, Purchasing and Fleet Services Department, Waste Resources Department, Flood Control, RUHS Medical Center, and Sheriff's Department will provide and designate a place for the safekeeping and storage of employees' work tools. An employee in one (1) of the following classes, and assigned to the listed department who utilizes the locked storage area and whose tools are stolen will be reimbursed up to ten thousand dollars (\$10,000.00) per incident for the fair market value of the tools stolen in excess of one hundred dollars (\$100.00) provided a prompt report of the theft is made to the police:

Fleet Services	Flood Control
Mechanics Helper	Heavy Equipment Mechanic
Senior Heavy Equipment Mechanic	Mechanics Helper
Automotive Mechanic I, II, III, III-Cert	Senior Heavy Equipment Mechanic
Automotive Services Worker	Truck Mechanic
Senior Automotive Mechanic	Automotive Mechanic I, II, III

Senior Automotive Mechanic

RUHS Medical Center	Waste Resources Department
Maintenance Plumber	Heavy Equipment Mechanic
Maintenance Carpenter	Mechanics Helper
Maintenance Electrician	Senior Heavy Equipment Mechanic
Stationary Engineer	Truck Mechanic
Air Conditioning Mechanic	Automotive Mechanic I, II, III
Maintenance Mechanic	Senior Automotive Mechanic

Transportation Department	Sheriff's Department
Heavy Equipment Mechanic	Aircraft Mechanic
Maintenance Mechanic	
Mechanics Helper	
Senior Heavy Equipment Mechanic	
Truck Mechanic	
Machinist/Welder	

All tools must be marked with an appropriate identifying mark as determined by the County and listed on an inventory given by the employee to the Department Head or his designee prior to the theft in order for the employee to be entitled to the reimbursement. In any event, no employee shall lose his or her employment solely due to the theft of tools from a County facility or vehicle.

B. Tool Allowance

The County will provide a reimbursement allowance of two hundred and fifty dollars (\$250) per employee per calendar year for the purchase of new tools for all the above listed classifications.

ARTICLE XXIII
SEPARABILITY

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

ARTICLE XXIV
LABOR-MANAGEMENT COMMITTEE

The County agrees to a Labor-Management Committee(s), that will meet county-wide, as well as a sub-committee. The Union shall be allowed no more than three (3) employees per bargaining unit to attend such meetings with release time.

LIUNA has also agreed to Labor Management subcommittees on language clean-up of the MOU as well as other ad hoc topics.

ARTICLE XXV
COMPENSATION AND BENEFIT INCREASES

Section 1. Wage Increases. There will be no wage increases during the term of this contract.

Section 2. Other

- A. The County will contribute one cent (\$0.01) per hour, for employees covered under the provisions of this MOU, for all regular hours compensated, to be allocated to the LIUNA Health and Safety Fund.

ARTICLE XXVI
UNION RIGHTS

Section 1. Bulletin Boards. Space will be made available to LIUNA on departmental bulletin boards within representation unit provided such use is reasonable. Notices shall be dated and signed by a LIUNA 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 designee, reserves the right to suspend or cancel bulletin board privileges for abuse.

Section 2. Separate Payroll Deduction Code and Time Reporting Codes. The County agrees to provide LIUNA with one (1) separate payroll deduction code for insurance related deductions.

All requests for release time by the Union shall be processed by the County within a reasonable time from receipt of the request.

Release time under this provision may be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least ~~four (4)~~ two (2) weeks prior to the date of the planned activity or when the Union has knowledge of the event. In the event the union fails to provide such reasonable notice, the County may deny the request if the Employee's absence would negatively affect County services or operations.

Section 3. Worksite Access. The Union shall also be provided, upon request, a meeting room at all work locations, to conduct meetings with represented employees before and after work and during lunch periods (non-working time). Where facilities like RUHS exist and make impracticable the ability of employees on other floors to be able to attend a meeting due to limited lunch breaks, the County agrees to make every effort to provide additional meeting rooms to address this issue. All meetings will be scheduled through Human Resources, and, at the time the request is made the request will be granted, provided that the meeting room requested has not been previously scheduled.

Section 4. Education and Training Release Time: Effective January 1, 2003, County

agrees to release LIUNA represented employees for Union related education and training activities not to exceed an aggregate total of twenty (20) minutes per represented employee per calendar year. Time spent training Worksite Representatives in the grievance procedure through the providing of release time to prepare for grievances/administrative interviews and Skelly hearings, will be charged to this Article/Section.

Section 5. Release Time for Representatives. Up to three (3) County employees, who are members of the LIUNA Board of Directors, shall be entitled to be released on one (1) day per month for the purpose of traveling to and attending the monthly LIUNA Board of Directors meeting. Employee(s) whose regular County work site is located in or east of the Coachella Valley shall be entitled to six (6) hours of release time. The remaining representatives shall be released for three (3) hours. Any hours used to attend such Board meeting which are in excess of those provided under the provisions of this Section shall be taken without pay or charged against the appropriate representative's paid leave banks.

ARTICLE XXVII DRESS CODES

The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. 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 MOU unless modified in accordance with the following.

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

ARTICLE XXVIII FAIRNESS AGREEMENT

If, during this MOU, SEIU is given a higher valued anniversary increase, a COLA, flex benefit contribution, or additional payments on behalf of employees for benefits that are not already granted in this MOU, LIUNA shall be granted the identical increases, in the same fashion as afforded to SEIU. LIUNA agrees that this provision shall not apply to any agreement the County reaches with SEIU regarding the Nursing Bargaining Unit, or Per Diem Unit, nor to any classification and compensation changes made to SEIU classifications as a result of the normal classification and compensation study processes conducted by the County.

This provision shall expire on a date that coincides with the expiration of the 24-month MOU.

DRAFT

SIGNATURE PAGE

2019 - 2021

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 777

MEMORANDUM OF UNDERSTANDING

for the
Laborers' International Union
of North America Local 777

for the
County of Riverside

Stephen Switzer
Business Manager

Sarah M. Franco
Asst CEO/HR Director

Signed this _____ day of _____, 2024, at Riverside, California
Day Month

MEMORANDUM OF UNDERSTANDING

201219 - 201621

COUNTY OF RIVERSIDE

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 777

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DEFINITIONS

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

Commented [TT1]: Melanie and Maria agree to deletion.

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

Commented [TT2]: Melanie and Maria agree to change of language.

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

Commented [TT3]: Due to broad banding, step increase has been removed throughout the MOU and referenced as salary increase.

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

Commented [TT4]: Melanie and Maria agree to addition of language.

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

Commented [TT5]: Melanie and Maria agree to addition of language

~~CalPERS shall mean the California Public Employees Retirement System.~~

Commented [TT6]: Melanie and Maria agree to addition of language

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

Commented [TT7]: Melanie and Maria agree to change of language.

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

~~Discrimination Complaint fFiled by an employee alleging illegal discrimination based on race, color, religion, medical condition, disability, sex, national origin, ancestry, age, marital status, pregnancy, or other protected classification in accordance with Board Policy C-25.~~

Commented [TT8]: Parties agree to amended language.

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

Commented [TT9]: Melanie and Maria agree to deletion of language.

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

Commented [TT10]: Melanie and Maria agree to change of language.

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

~~MOU shall mean the Memorandum of Understanding.~~

Commented [TT11]: Melanie and Maria agree to addition of language.

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

Commented [TT12]: Melanie and Maria agree to change of language.

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 pPeriod means fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act ("FLSA") work weeks and refers to the period for computing compensation due for all normal working shifts ending during that period.

Commented [TT13]: Melanie and Maria agree to change of language.

PERB shall mean the California Public Employment Relations Board.

Commented [TT14]: Melanie and Maria agree to addition of language.

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

Commented [TT15]: Melanie and Maria agree to addition of language.

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

Probationary eEmployee means an ~~regular or seasonal~~ employee who has not completed the initial probationary period as designated in this ~~Memorandum MOU~~, in a paid status in a position following initial employment ~~or Probationary employee also means a regular 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.

Commented [TT16]: Melanie and Maria agree to change of language.

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

Commented [TT17]: Melanie and Maria agree to change of language.

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

Regular pPosition shall means a position established ~~by this pursuant to Salary Ordinance No. 440~~ on an ongoing basis, as distinct from a seasonal or temporary position.

Commented [TT18]: Melanie and Maria agree to change of language.

Regular employee means a holder of a regular position.

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

Commented [TT19]: Melanie and Maria agree to addition of language.

Seasonal Employee shall mean employees whose employment is not continuous but is

regularly recurrent in the same capacity because of particular functions which occur periodically each year; such employment may be permanent, but of an intermittent nature.

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

Commented [TT20]: Melanie and Maria agree to change of language.

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

Commented [TT21]: Melanie and Maria agree to change of language.

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

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

Commented [TT22]: Melanie and Maria agree to change of language.

DRAFT

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 Laborers' International Union of North America, Local 777, (hereinafter referred to as LIUNA) as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This MOU is in effect from ~~July 1, 2012~~ March 28, 2019, to midnight, ~~June 30, 2016~~ March 28, 2021. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the County's Board of Supervisors.

Commented [TT23]: TA dated Feb. 27, 2019.

Section 2. Successor Agreement. In the event LIUNA desires to negotiate a successor MOU, LIUNA shall serve on the County during the period of one hundred twenty (120) days to ninety (90) days prior to the expiration of the current MOU, its full and written request to commence negotiations as well as its written proposals for such successor MOU.

~~Upon receipt of such written notice and proposals, the County shall, within forty five (45) days, present counter proposals. Negotiations shall begin within forty five (45) days after receipt of LIUNA's proposals unless otherwise agreed to by the parties. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.~~

Commented [TT24]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

Section 3. Meet and Confer Obligations.

~~Parity. The County agrees to meet and confer on issues related to parity if the Union requests to do so after July, 2014. This will not preclude the County from initiating parity related discussions prior to July 2014 if it so chooses. The union agrees that AB 646 shall not apply in this instance.~~

~~Retiree Health Benefits. The County agrees to meet and confer on issues related to retiree health benefits if the union requests to do so after July, 2014. The union agrees that AB 646 shall not apply in this instance.~~

ARTICLE II
RECOGNITION

This MOU shall apply only to persons employed as ~~R~~regular full-time, ~~R~~regular part-time, or ~~S~~seasonal employees in classifications ~~(as reflected in Appendix A)~~ within the following bargaining units:

Commented [TT25]: Language clean-up.

- A. Inspection & Technical
- B. Supporting Services
- C. Trades, Crafts, and Labor

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

Commented [TT26]: Moved to definition section.

~~The terms and conditions of this MOU shall also be automatically applicable to any~~

Commented [TT27]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

classifications for which the Union has become appropriately recognized during the term of this MOU.

ARTICLE III
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

Commented [TT28]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

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

Commented [TT29]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

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 LIUNA requests to negotiate with Management the County, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Commented [TT30]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify LIUNA of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

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

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

ARTICLE IV
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

Work-Pay Period. The normal work pay period shall be ~~ten (10) working fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act ("FLSA") work week 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 bi-weekly work period of eighty (80) hours after giving a one pay period written notice to the representative, if any, of the employees affected.

Commented [TT31]: Verbal TA by LIUNA on 12/20/2016.
TA was retracted by LIUNA on 4/24/2017.

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

Section 2. Flex Work Schedules

Commented [TT32]: Verbal TA by LIUNA on 12/20/2016.
TA was retracted by LIUNA on 4/24/2017.

- A. Employees in this bargaining unit may be assigned to work a 9/80, 4/10, 3/12, 6/12-1/8, 6/12-2/4 or 4/12 work schedule at the discretion of the department head as required by operational necessity. The following describes the work schedules:

9/80 schedule (four, nine-hour days per work week and one eight-hour day per pay period)

4/10 schedule (four, ten-hour days per work week)

3/12 schedule (three, twelve-hour days per work week)

6/12-1/8 schedule (three, twelve-hour days per work week and one alternating eight-hour day every other week)

6/12-2/4 schedule (three, twelve-hour days and one, four-hour day per work week)

4/12 schedule (three, twelve-hour days per work week and four, twelve-hour days every other week)

Section 23. Overtime

- A. Overtime Work Defined Overtime work is authorized work in excess of the maximum hours of the established FLSA work week or work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status. It does not include regularly scheduled work on a paid holiday.
- B. Overtime Provisions of the Fair Labor Standards Act Except as set out in paragraph C below, employees in classifications that are not exempt from the Fair Labor Standards Act (herein referred to as "FLSA") shall be compensated for overtime consistent with the Act. The Human Resources Director and County

Counsel shall determine which classes of positions are exempt from the FLSA.

Exceptions:

1. Work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status shall be paid at one and one-half (1 ½) times the employee's regular rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA;
2. Work performed that qualifies for double time as outlined at Section 3(C) below, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA; and
3. Notwithstanding the above, if an overtime assignment would not result in any premium rate, the employee shall be permitted to refuse the overtime assignment.
4. All LIUNA represented employees assigned to the Sheriff's Department and Public Safety-Fire Communications-Officers Dispatcher: If employees in these classifications are required to work extra shifts and/or hours beyond their regular shift pattern, they shall be paid at one and one-half (1 ½) their regular-base rate of pay for such additional time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA. ~~The intent of this provision is to compensate overtime for employees working hours over their regularly scheduled hours on an individual day. To be eligible for this FLSA exception, however, the employee must actually work the entirety of their regular scheduled shift.~~
5. The Fire Department employees shall be paid for all overtime worked and will not be allowed to bank overtime hours as compensatory time worked.
6. Employees in the following classifications in the Transportation Department who are required to work extra shifts and/or hours beyond their regular shift pattern ~~due to an emergency situation as declared by emergency personnel (911 dispatchers) or their supervisors,~~ shall be paid at one and one half (1 ½) their regular-base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA:

Maintenance and Construction Worker
Equipment Operator I
Equipment Operator II
Senior Equipment Operator
Truck and Trailer Driver
Traffic Signal Technician
Senior Traffic Signal Technician
Tree Trimmer
Lead Tree Trimmer
Lead Bridge Crew Worker
Bridge Crew Worker

Commented [TT33]: Verbal TA by LIUNA on 12/20/2016.
TA was retracted by LIUNA on 4/24/2017.

Commented [TT34]: Verbal TA by LIUNA on 12/20/2016.
TA was retracted by LIUNA on 4/24/2017.

Senior Heavy Equipment Mechanic
Heavy Equipment Mechanic
Truck Mechanic

Commented [TT35]: Melanie and Maria agree to the additional language.

- C. Authorization for Overtime Work Performance of overtime work may be authorized by the Board of Supervisors or by the Department Head or ~~designee~~ designated subordinate. ~~Overtime~~ shall not exceed sixteen (16) hours in any work ~~period~~ day 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~~.

Commented [TT36]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

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

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

Commented [TT37]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

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

- E. Reporting and Calculation Actual hours of overtime work shall be reported on each attendance report. The County Auditor-Controller's Office shall maintain the record of overtime credit at one and one-half (1 ½) 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.

Commented [TT38]: Language clean-up.

- F. ~~4.~~ 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 twenty (120) hours or less may be paid ~~for~~. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid ~~for at the employee's base rate of pay at the time of termination~~. ~~Overtime caused by duly authorized continuing and regular work periods longer than eighty (80) hours, if authorized by the County Executive Officer in advance, shall be currently paid for.~~

Commented [TT39]: Melanie and Maria agree to changes in language.

GF.2. Overtime Compensation for Fingerprint Examiners, Forensic Technicians, Community Services Officer and Sheriff's Service Officer Any Fingerprint Examiner I, II and III, Forensic Technician I, II and III, Community Services Officer I and II, and Sheriff's Service Officers I and II shall be entitled to overtime compensation in the following manner:

1. Overtime worked in accordance with Sections A ~~and B~~ of this article shall be compensated in either paid time or compensatory time off.
2. Prior to the expiration of any prescribed pay period in which any such overtime has been worked, the Department Head, or a designee, may require the employee to utilize such earned compensatory time off benefits in increments of one (1) or more shifts. No such action may be taken by the Department Head unless the employee has been so notified prior to the termination of the previous working shift.
3. At the expiration of each prescribed pay period, any such compensatory time off benefits that have not been utilized shall be accumulated in his/her compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the Department Head or a designee.
4. Accumulated overtime credit in the "overtime bank" shall be retained until the "overtime bank" has been exhausted as provided for in Section 2F(1).

Commented [TT40]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

HF.3. Compensation Time Payment for Anesthesiology Technicians, Orthopedic Technicians, and Nursing Assistants Any Anesthesiology Technician, Orthopedic Technician, or Lead Anesthesiology Technician, working for ~~RUHS the Riverside County Regional Medical Center or Mental Health Inpatient Treatment Facility and any Nursing Assistant~~ who is a member of the Inspection and Technical Unit who has at the expiration of each prescribed pay period, any compensatory time off benefits that have not been utilized, shall be paid for such compensatory time by County Warrant, or the employee may elect to accumulate their compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the Department Head or a designee.

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I. 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.~~

Commented [TT42]: Melanie and Maria agree to changes in language.

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

Commented [TT43]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

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 MOU who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
4. The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half (1 ½) times the hourly base rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

Commented [TT44]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

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

Commented [TLT45]: Melanie and Maria agree to additional language.

Section 34. Premium Pay

- A. Standby Professional Call Duty When placed by the Department Head specifically on standby ~~or professional call~~ duty, an employee otherwise off duty shall be paid one (1) hour 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. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee physically reports to a worksite and will resume at the completion of the call-out work. The on-call duty compensation 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 compensation shall cease at the end of the mandatory on-call shift.

"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.

B. Minimum Overtime on Call-Back

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 on a standby~~ to meet an emergency on an overtime basis, whether or not he is in a standby ~~or professional~~ call duty status, shall receive minimum credit for two (2) hours' work.

Any Nursing Assistant working for RUHS the Riverside County Regional Medical Center or Mental Health Inpatient Treatment Facility shall be entitled to a minimum credit of two (2) hours work. Said compensation would be as an additional sum added to said employees pay and not as a credit towards compensatory time off.

2. Call-Back – Responding Remotely. 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 call duty status, shall receive minimum credit for two (2) hour's work at the overtime rate. If an employee should complete the work required, and subsequently be recalled during the minimum credit period, no additional compensation shall be paid for until the minimum credit period has exhausted.

- C. Double Time Employees in the following classifications assigned to work at RUHS or Correctional Health Services shall be eligible to receive overtime credit at two (2) times the base rate of pay for such actual hours worked on an extra weekend shift for authorized overtime subject to the qualifying factors set out below.

Classification:

1. Working at an RGRMC campus, Public Health, or Detention Health facility:
 - Anesthesiology Technician
 - Lead Anesthesiology Technician
 - Medical Unit Clerk
 - Orthopedic Technician
 - Certified Nursing Assistant
 - Health Services Assistant
 - Telemetry Technicians
 - Certified Medical Assistant

Qualifying Factors:

- all hours worked on an extra weekend shift

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

All classifications listed above as eligible for double time on an extra weekend shift are required - unless specifically excluded by the Department Head - to work two non-premium weekend shifts during the bi-weekly pay period. An extra weekend shift for any employee exempted, in whole or in part, from the mandatory weekend requirement by the Department Head is a weekend shift in addition to his/her

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Commented [TT48]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

normal schedule as established by the Department Head, provided that the employee actually worked his/her normal schedule that week.

D. 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. Employees who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.

2. Evening Shift County employees whose classes are not specifically mentioned in other sections of this Memorandum who work between the hours of 3:00 p.m. and 11:00 p.m. shall be paid an evening differential of sixty cents (0.60¢) per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.

3. Night Shift County employees ~~whose classes are not specifically mentioned in other sections of this Memorandum~~ who work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of one dollar and twenty cents (\$1.20) per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.

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4. ~~Employees working in the classification of Angiography Technician shall be paid a shift differential of:~~

a. ~~Seventy five cents (0.75¢) per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.; and~~

b. ~~One dollar and thirty cents (\$1.30) per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.~~

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5-4. Employees working for ~~RUHS Riverside County Regional Medical Center~~ in a Nursing Assistant classification who work on a scheduled or unscheduled basis, including overtime, between the hours of:

Commented [TT51]: Language clean-up.

a. 3:00 p.m. and 11:30 p.m. shall be paid an evening differential of sixty cents (0.60¢) per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.;

b. 11:00 p.m. and 7:30 a.m. shall be paid a night differential of one dollar and thirty cents (\$1.20) per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

Nursing Assistants who work outpatient clinic at ~~RUHS Riverside County Regional Medical Center~~ shall be paid differential rates set forth in (a) and (b) above only for the hours actually worked between the hours of 5:00 p.m. and 7:00 a.m.

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

Bail Clerk

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

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

All Intake Specialists assigned to the Command Post during regular day shift hours (10:00 am – 8:00 pm) who otherwise qualify, shall receive one dollar (\$1.00) per hour for all hours actually worked between 10:00 am and 3:00 pm.

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

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E. 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: Forty dollars (\$40.00) per pay period (fifty cents (0.50¢) per hour)
Level 2: Sixty dollars (\$60.00) per pay period (seventy-five cent (0.75¢) per hour)
Level 3: Eighty dollars (\$80.00) per pay period (one dollar (\$1.00) per hour)

Testing Administration

Oral and written examinations will be developed with labor management and 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, once approved by the Board of Supervisors, 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 hours worked. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.

- F. Inconvenience Differential. Effective the first pay period in July 2012, all members of the transportation department's travel crew will receive an inconvenience stipend of one hundred dollars (\$100.00) per pay period. Travel Crew shall be defined as those employees identified by TLMA Administration that are permanently assigned to the travel crew but whose work site is temporarily transitioned to the Blythe or Thermal Yard and whose normal residence is in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters. In addition, any permanent travel crew employee who's regularly assigned headquarters are in the Blythe or Thermal Road Yard and whose normal residence is in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters

shall be entitled to the same inconvenience differential at the same rate and conditions.

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

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Eligibility for such additional pay shall be determined by the Road Commissioner Transportation Land Management Agency Director or designee with the concurrence of the Human Resources Director, unless the Board of Supervisors shall otherwise provide by resolution.

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~~G. Female Prisoner Search and Meal Assignments An employee working for the Sheriff's Department in the classifications of Office Assistant I, Office Assistant II and Office Assistant III shall be compensated at the rate of twenty five cents (0.25¢) per hour when assigned and the employee agrees to assume such assignments as perform female prison searches and serve meals to female prisoners in the absence of a female deputy or correction personnel. Such assignments must be authorized or verified by the Department Head or designee in writing. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.~~

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

Commented [TT57]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

~~H.G. Public Safety Communications Training Officers (PSCOs) ("CTO") Differential~~

Commented [TT58]: Verbal TA on all of Section G by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

1. Differentials:

- a. A ~~Public Safety Fire~~ Communications ~~Officer Dispatcher~~ or Sheriff's 911 Communications Officer shall receive a ~~5.5% two (2) step increase (approximately 5.5%)~~ at the start of the next pay period following the presentation of proof by the employee ~~that he/she has successfully been released from of successful completion of the~~ Public Safety Answering Point (PSAP) and radio training.
- b. A ~~Public Safety Fire~~ Communications ~~Officer Dispatcher~~ or Sheriff's 911 Communications Officer who is being compensated at less than ~~Step 14 the top of the salary range~~ shall receive a ~~2.71% one (1) step increase (approximately 2.75%)~~ at the start of the next pay period following the employee's presentation of proof ~~of that he/she has qualified for and received~~ a Commission on POST Public Safety Dispatcher's Certificate.
- c. A ~~Public Safety Fire~~ Communications ~~Officer Dispatcher~~ or Sheriff's 911 Communications Officer who is being compensated at less than

the top ~~step~~ of the salary plan/grade, and has been selected and trained as a trainer, shall receive a ~~one (1) step 2.71% increase (approximately 2.75%)~~ at the start of the next pay period following the successful completion of such training. Such employee shall also receive fifty cents (~~\$0.50¢~~) per hour worked for each hour in which he/she is actually engaged in training other ~~PSCOs—Fire Communications Dispatchers or Sheriff's 911 Communications Officers. This provision will be implemented after meeting and conferring with LIUNA on a selection standard.~~

- d. ~~The salary increases provided above shall be in addition to those step advances provided under Article V, Section 1 (E) and (F) of the 1997 – 2000 MOU between the parties.~~ It is not the intent of this agreement to change the anniversary date for future ~~step salary~~ increases granted by the appointing authority.

2. Selection of Communications Training Officer (CTO) (Fire and Sheriff Departments)

- a. Sheriff's 911 Communications Officer II with a current POST Certificate or a Fire Communications Dispatcher II
- b. CTO candidates must have good attendance, communication skills, inter-personal skills, writing skills and the ability for self-initiated activity. CTO candidates must possess dispatch operational knowledge and overall knowledge of Department Policy and Procedures.
- c. CTO candidate's skills and performance will be reviewed by a 3-member panel prior to appointment. For the Fire Department, the panel will consist of the Emergency Command Center ("ECC") Supervisor, a Senior Fire Communications Dispatcher and the ECC Battalion Chief. For the Sheriff's Department, the panel will consist of two (2) Communications Supervisors and a current CTO. Candidates will participate in an oral evaluation conducted by the panel. The oral evaluation will include an interview and a short oral presentation on any training issue.
- d. Candidates must submit an application to the ~~Sheriff's~~ Dispatch Training Unit through the chain of command.
- e. Performance evaluations must reflect a "Meets Standards" and/or above ratings. Once CTO status is conferred, a "Meets Standards" and/or "Exceeds Standards" rating must be maintained.
- f. Applicant must attend a POST CTO Academy within a year during their assignment and successfully complete it. This requirement does not apply to the Fire Department.

- g. Applicant must maintain a "Satisfactory" rating on evaluations by the Sheriff's Dispatch Training Unit, given every six (6) months. [For the Fire Department, applicants must maintain a "Satisfactory" rating on the annual performance evaluation.](#)
- h. Approval by Commander or designee.

3. De-Selection of Communications Training Officer

- a. CTO may elect to temporarily or permanently be removed as a CTO. Memo must be submitted by CTO to the Dispatch Training Unit via chain of command.

At any time a CTO may be de-selected or removed from the CTO program for any of the following reasons.

- b. Factors that lead to de-selection or removal of CTO

- 1. Communication Skills.
 - a. Numerous grammatical errors in evaluation.
 - b. Verbally confrontational with co-workers, trainees, supervision.
 - c. Negative presentation towards the Department or policy/procedures.
- 2. Relationship with others.
 - a. Lack of enthusiasm towards training.
 - b. Negative or unprofessional interaction, directly or perceived, with trainee, co-workers, or supervision; i.e. gossip, overly defensive or immature degrading remarks toward another.
 - c. Unable to work as a team player.
- 3. Judgment.
 - a. Decisions, which are not sound and unable to defend.
 - b. Unable to satisfactorily carry out oral or written instruction.
 - c. Unable to grasp an overall understanding of Department policy/procedure.
 - d. Breach of confidentiality.

- e. Unable to recognize the difference between personal and professional conduct.
 - 4. Participation.
 - 1. Unwillingness to accept and complete at least one assignment as a CTO in a twelve-month period.
 - 2. Excessive absences, leave of absence or abusive sick leave that will make the CTO unavailable to train.
 - 5. Evaluation Ratings.
 - a. Failure to maintain a "Meets Standards" rating on the annual performance evaluation.
 - b. Failure to maintain a "Satisfactory" rating on Dispatch Training Unit Evaluation.
 - 1. If an unsatisfactory evaluation is received from the Training Unit, the CTO would then be placed on a three (3) month probationary period with interim evaluations. The first interim evaluation will be received within forty-five (45) days. A second interim evaluation will be received at ninety (90) days*. At the end of 90 days the CTO will be removed from probationary status as a CTO or will be recommended for removal from the CTO program.
- *This is based on CTO actively training or time can be extended.*
- 6. Professionalism.
 - a. If a CTO is the subject of a Personnel Investigation (PERS), by the Department, the CTO's duties will be suspended upon approval of the Commander.
 - b. Any CTO is subject to immediate removal based on any violation of Department General Orders and/or County Policy and Procedures, that are hazardous or severely detrimental to the well-being of the trainee; i.e. sexual harassment, hostile work environment, etc.
 - 4. The Commander will have final review of any appointment or rejection of candidates and the de-selection of current CTO's.

I.H. P.O.S.T. Certificate Pay. Effective July 10, 2014, the incumbent of a position in the Sheriff 911 Communications Officer II classification who proves that they possess a valid Intermediate Certificate, but not an Advanced Certificate, issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate which is ~~one~~^{six} percent (~~46~~) higher than that specified for such position. If they prove that they possess a valid Advanced Certificate issued to them by said Commission, whether or not they possess the Intermediate Certificate, they shall be compensated at a rate which is ~~two~~^{eleven} percent (~~21~~) higher than that specified for such position.

Commented [TT59]: Incorporated the current rate indicated below and deleted old language.

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

P.O.S.T. Pay Increases:

<u>July 9, 2015</u>		<u>Total Post Pay</u>
<u>Intermediate</u>	<u>1.00% (currently 1.00%)</u>	<u>2.00%</u>
<u>Advanced</u>	<u>2.00% (currently 2.00%)</u>	<u>4.00%</u>

<u>January 1, 2016</u>		<u>Total Post Pay</u>
<u>Intermediate</u>	<u>4.00% (currently 2.00%)</u>	<u>6.00%</u>
<u>Advanced</u>	<u>7.00% (currently 4.00%)</u>	<u>11.00%</u>

In exchange for the P.O.S.T. Pay increases contemplated above, LIUNA waives any and all challenges and/or the opportunity to meet and confer over the County's changes to Board Policy #C-26 Hiring/Retention Bonus Program.

J.I. Detention Differential: Effective July 20, 2006, any employee in the below listed job classifications working for the County's Facilities Management Department and assigned to a Sheriff or Probation detention facility (not including the RCRMC jail ward) shall receive a differential of one dollar (\$1.00)/hour for hours actually worked in such facilities.

Effective March 27, 2008, any employees in the job classification listed below working for the County's Probation Department and assigned to a Probation detention facility shall receive a differential of one dollar (\$1.00)/hour for hours actually worked in such facilities.

<u>Job Code</u>	<u>Job Title</u>
62231	Maintenance Electrician
62271	Maintenance Plumber
62251	Maintenance Painter
62740	Building Maintenance Mechanic
62711	Air Conditioning Mechanic
62730	Building Maintenance Worker

62731	Senior Building Maintenance Worker
62755	Building Services Engineer
62272	Lead Maintenance Plumber
62742	Lead Maintenance Services Mechanic
62712	Lead Air Conditioning Mechanic
62232	Lead Maintenance Electrician
62341	Housekeeper

Commented [COR60]: Language clean up. Classification is represented by SEIU.

~~K.J.~~ Equipment Operator Skill Pay: ~~Effective July 20, 2006, all~~ employees in the classifications of Equipment Operator II, or Senior Equipment Operator shall receive the following premiums:

Commented [TT61]: Language clean-up.

1. Equipment Operators operating any dozer which is a D-8 equivalent or larger, shall be paid one dollar (\$1.00) per hour for time actually worked operating the dozer; or
2. Equipment Operators operating a (trash) compactor shall be paid fifty cents (~~\$.50~~) per hour for time actually worked operating the compactor.

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~~L.K.~~ Hazard Pay for Hazardous Waste Inspectors:

Scope. The scope of this hazard pay covers all represented full time and part time Waste ~~Management~~Resources Department employees in the Hazardous Waste Inspector series.

Compensation. ~~Effective July 20, 2006, all represented~~ employees in the Hazardous Waste Inspector series of the Waste ManagementResources Department will receive seventy-five dollars (\$75.00) per month as hazard pay in recognition of the exposures and difficulties of their job.

Commented [TT63]: Language clean-up.

~~M.L.~~ Court Callback. Notwithstanding any other provisions of this Memorandum, any LIUNA represented employee assigned to the Sheriff's Department who is called back to attend Court in relation to a matter arising from their employment relationship with the County of Riverside at a time when they are otherwise are off duty, shall receive a minimum of one (1) hour compensation at the rate of one and one-half (1 ½) the hourly base rate of pay~~appropriate overtime rate.~~ A shift shall not be extended for the purpose of avoiding the payment of the one (1) hour of compensation provided herein. ~~Notwithstanding any prior work practice to the contrary, said~~ compensation shall cease when ~~said the~~ employee's regular work shift begins reports to work.

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ARTICLE V

PAY PRACTICES

Section 1. Step Advance

A. SALARY ADVANCE STEPS

~~1. Effective June 28, 2012 and continuing to June 30, 2014, all LIUNA represented employees shall have their step (merit) increases, restored in one (1) step increments on their anniversary dates.~~

~~2. _____~~

~~3. Effective July 1, 2014, and continuing to June 30, 2016, all LIUNA represented employees shall receive step (merit) increases in increments of three (3) steps on their anniversary dates. Any employee, who has an anniversary date adjusted beyond June 30, 2016 due to a paid medical leave, or an approved leave of absence, shall receive their merit increase for that year in an increment of three (3) steps.~~

1. It is understood that beginning July 7⁴, 2016 and continuing thereafter, ~~LIUNA represented~~ employees shall receive their step (merit) increases in two (2) step increments on their anniversary dates.

2. Effective April 25, 2019 and continuing thereafter, employees shall receive their step (merit) increases in increments of one (1) step on their anniversary date.

4.3. Effective April 25, 2019, the bottom three (3) steps of the salary ranges for LIUNA classifications were eliminated and employees not already at step 4 were moved to the rate of the former step 4 which became the new minimum of the salary range.

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. Employees appointed on or after January 9, 1992 Anniversary Dates:

The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of one (1) year (approximately 2080 hours) in a paid status in the position not including overtime.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid status in the position not including overtime.

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

The second anniversary date shall be the first day of the pay period following the

Commented [COR65]: Language added/corrected based on the 2014 side letter: <https://rc-hr.com/files/migrated/Portals/2/PDF/LIUNA%20Side%20Letter%20Ameding%20Step%20Advance%20Dates%20June%202014.pdf>

Commented [TT66]: TA dated Feb. 27, 2019.

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completion of an additional one (1) year (approximately 2080 hours) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

D. Employees appointed to the classification of Eligibility Technician I/II:

1. Any Eligibility Technician I/II appointed on or after June 29, 2000, who successfully completes his/her Induction training shall receive a ~~two (2) step~~ (approximately five and a half percent (5.5%)) salary increase. Such salary increase, for anniversary date purposes, shall be administered as if it were a promotion. As a result, the employee's first anniversary date which involves a salary increase shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid status, not including overtime, from the date of the ~~two (2) step~~ 5.5% salary increase described herein.
2. The second anniversary date shall be the first day of the pay period following the completion of an additional one (1) year (approximately 2080 hours) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

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

F. Two (2) 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 at the maximum of the salary range, 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 increase is allowed. 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 salary~~ 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 (2) pay periods after said action should have been taken, and the employee shall be paid at the increased rate from the anniversary date. If the Department Head disallows such increase, they shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the Department Head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of

the Department Head, which shall be made only on the basis of continued satisfactory performance in the position.

- G. Effective April 25, 2019, eExcept as set out herein, every anniversary salary increase shall be to the rate of ~~the second next higher step four percent (4%),~~ except when there ~~are~~ is less than ~~two (2) steps four percent (4%)~~ remaining, it shall be to the last step maximum of the salary range.

Section 2. New Employees

- A. 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-salary rate within the salary plan/grade if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step-salary proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such step-higher salary than the first-step lowest salary of the salary plan/grade, 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-salary so authorized to the same or one of said higher-steps salary, fixing the minimum initial salary on such advanced-steps salary. The anniversary date shall be the first day of the pay period which is not less than twelve (12) months (approximately 2080 hours) in a paid status thereafter, not including overtime. When such an incumbent employee is already on that steps salary, their anniversary date shall not change.
- B. Notwithstanding the provisions of (A) and (B) above, there shall be up to an additional ~~four (4) steps (approximately eleven percent (11%))~~ which shall be reserved for those classifications designated as "difficult to recruit." Advancements to any ~~of these steps salary of the pay scale~~ shall not be automatic. They shall, instead, be granted based upon a determination by the Human Resources Director, subject to approval by the County Executive Officer, that a serious recruiting or retention problem exists for a classification(s), or that the increases granted to subordinate "difficult to recruit" classifications has created serious compaction problems, and that a percentage increase up to and including ~~four (4) steps (approximately eleven percent (11%))~~ would assist the County in recruiting and retaining employees in that classification(s). Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented as follows:
1. Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees may be at any step-salary on the salary plan/grade for his/her classification up to and including a step-salary on the salary plan/grade established pursuant to Section 2(C) above.
 2. In the event the salary granted to a newly hired employee pursuant to Sub-Section (C)(1) above exceeds that for any present permanent, regular full-time or regular part-time employee who is being compensated at the top of the salary plan/grade for that classification(s), such employee(s) shall be

placed on the same salary plan/grade and ~~step~~salary as that granted to the new employee.

3. All other regular full-time and regular part-time employees assigned to the affected classification(s), who have completed less than one (1) year of service at the top, or at any other ~~step~~salary, of the salary plan/grade for that classification, may, upon a review of their qualifications and approval by the Human Resources Director, have their salary adjusted to an amount no less than the lowest salary received by a similarly qualified employee hired as the result of an open recruitment to fill a vacancy in that classification.

Notwithstanding, the paragraph above, if an employee newly hired into a "difficult to recruit" classification has less experience in the work of the classification and/or education/training applicable to the work of the classification than an incumbent employee in the same classification, the incumbent employees' wage will immediately be increased to the level of the newly hired employee.

4. Subsequent merit increases for employees not compensated at the top of the salary plan/grade(s) for the classifications affected by the provisions of this subsection may be granted pursuant to the standard procedures for ~~step~~salary advances as set forth in the applicable MOU. Employees may receive annual reviews as set forth in such MOU, but merit increases cannot be given beyond the top ~~step~~salary as set forth in this MOU.

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications no longer exist, he shall advise the County Executive Officer of his findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such classification(s). At that time, the salary for any employee compensated at a rate above that to which he or she would otherwise have been entitled shall be frozen and shall not be increased until the regular salary for the classification exceeds the rate established pursuant to the provisions described above.

Section 3. Re-employment

A. ~~Upon recommendation of the employing officer, department head or designee and approval of the Human Resources Director or designee, a former regular employee may be re-employed in the same classification of position which they previously occupied, at the same step salary of the salary plan/grade as the step salary applicable at the time of their termination, provided they were terminated in good standing and passed probation in that classification.~~

Commented [TT68]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

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 MOU.~~

Commented [TT69]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

G-B. Whenever a former regular employee is or has been re-employed within twelve

(12) ~~consecutive~~ months after termination they may, on recommendation of the ~~employing Officer department head or designee~~ and with the approval of the Human Resources Director ~~and the County Executive Officer~~, may be allowed ~~restoration of previously accrued sick leave, not exceeding the amount thereof which was lost (unless the employee received sick leave payout upon retirement in which there would be no restoration of sick leave), and accrued time toward earned to earn vacation at the rate at which the employee was earning at the time of termination, not exceeding the amount thereof which was lost at the time of termination, and their~~The anniversary date for ~~step salary~~ advance may be expressly fixed, ~~subject to other provisions of this MOU relating to delay and disallowance thereof, by allowing limitations as provided in this MOU to allow credit for all or a portion of the applicable period of service prior to said termination. A former employee who is re-employed within the twelve (12) month period set forth in this Section and did not withdraw his or her initial retirement contributions at the time of his/her termination, shall not be required to make an additional initial retirement contribution.~~

Commented [TT70]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

D-C. Re-employment of Retired Persons. An employee who is retired under the ~~State Employees Retirement Act California Public Employees' Retirement Law ("PERL")~~ and who is receiving retirement benefits shall not be employed or re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the ~~State Employees Retirement Act PERL~~ for discontinuance of retirement benefits, the retiree may be employed or re-employed.

Commented [TT71]: Language clean-up.

The Human Resources Director may allow the employment or re-employment for up ~~to one hundred and twenty (120) working days or nine hundred and sixty (960) hours in any calendar fiscal year, without loss of benefits, as specified in Section 21153 of the Government Code the law. That section~~The law permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties. ~~Conditions and limitations on service retirement are specified in Section 7522.56 of the Government Code and applies to any person who is receiving a pension benefit from a public retirement system and shall supersede any other provision in conflict with this Government Code Section.~~

Commented [TT72]: Language clean-up.

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

Commented [TT74]: Language clean-up.

Section 4. Promotion. On promotion, the salary shall be at a rate on the new salary plan/grade which is approximately five and a half percent (5.5%) higher, or immediately greater than five and a half percent (5.5%) higher, than that paid on the grade for the former position where the new grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. Approximately five and a half percent (5.5%) shall mean within ten cents (0.10¢) of five and a half percent (5.5%). 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. An employee who is laterally transferred shall maintain the same salary as previously paid before the transfer.~~ The anniversary date shall not change.

Commented [TT75]: Verbal TA by LIUNA on 12/20/2016.
TA was retracted by LIUNA on 4/24/2017.

Section 6. Demotion

- A. On demotion, the salary shall be at the rate of ~~the same step~~ 5.5% less on the new salary plan/grade as was applicable to the previous salary plan/grade. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.
- B. Permanent employees who, within one (1) year (approximately 2080 hours) following a promotion, voluntarily demote to their previously held classification may return to the ~~step salary~~ 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 plan/grade shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary plan/grade shall be at the rate ~~which is two (2) steps~~ 5.5% higher, or immediately greater than two (2) steps 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.

The anniversary date shall be determined in accordance with subsection of this Article, except that the first anniversary date shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional one (1) year (approximately 2080 hours) in a paid status.

- C. The salary of an incumbent of a position reclassified to a class on a lower salary plan/grade shall not change unless such salary would exceed the maximum of the new salary plan/grade, in which event it shall be reduced to the maximum. The anniversary date shall not change.
- D. The effective date of a reclassification shall coincide with the first 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-salary~~ 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 and eighty (480) hours or more during the life of this MOU. 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.

A. Procedure.

1. When, in the opinion of a Department Head, it is necessary for an employee to assume the duties and responsibilities of a higher level position on an ongoing basis, the employee shall be advised, in writing, of the date on which such duties shall begin.
2. Within ten (10) working days of the completion of the four hundred and eighty (480) hours described in (A) above, the Department Head or designee shall meet with the employee to inform him/her whether they will continue to perform the higher level duties or resume the duties of their regular position. In the event the employee resumes their regular duties, no further action is required. In the event the employee is directed to continue performing the higher level duties, one of the following shall occur:
 - a. If the employee is performing the duties of an existing higher level vacant position, the Department shall immediately request that Human Resources conduct an examination to fill the vacancy. The employee, if qualified, shall be promoted and receive a salary adjustment pursuant to applicable provisions of this MOU. If the employee is not qualified for the position, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated for any hours worked at the higher level beyond the four hundred and eighty (480) hours referenced above, and the time of his/her return to the former assignment.
 - b. If the employee is performing the duties of a position for which there is no existing classification, the Department shall request an expedited reclassification study by the Human Resources Department. If, upon completion of the study, Human Resources determines that the duties and responsibilities of the position warrant a reclassification, the position shall be reclassified appropriately and the employee, if qualified, shall be appointed pursuant to applicable

provisions of this MOU. If it is determined that the employee is not qualified, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated at a rate 5.5% above their current rate of pay or the bottom step of the salary range of the new classification, whichever is greater, for any hours worked at the higher level beyond the four hundred and eighty (480) hours referenced above, and the time of his/her return to the former assignment.

Section 10. Board Policy C-26: LIUNA agrees that the County may apply Board Policy C-26, Hiring/Retention Bonus, to any classification as deemed necessary by the County.

ARTICLE VI
GENERAL PERSONNEL PROVISIONS

(Note: Per People Soft, the hours described in this Article shall be converted to weekly or monthly equivalents.)

Section 1. Probation

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

Computation of the initial probationary period in a paid status does not include overtime, standby, on-call or military leave of absence. A regular employee who has not completed the initial probationary period serves at the pleasure of the Department Head and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this MOU.

- B. Length of Initial Probation. The length of the initial probationary period is six (6) months-except:

Eligibility Technician I/II	18 months combined initial probationary period
Child Support Specialist	12 months
Fingerprint Examiner I	12 months
Fingerprint Examiner II	12 months
Fingerprint Technician I	12 months
Fingerprint Technician II	12 months
Forensic Technician I	12 months
Forensic Technician II	12 months
Investigative Technician I	12 months
Welfare Fraud Investigator	18 months
Public Safety Communications Officer I	18 months
Public Safety Communications Officer II	18 months
Sheriff 911 Communications Officer I	18 months
Sheriff 911 Communications Officer II	18 months
Public Defender Investigator I	12 months

Public Defender Investigator II 12 months
Child Support Interviewer 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 eighty (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 by three (3) months with a maximum of a six (6) month extension. 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 the initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new initial probationary period for the class to which the employee promotes, demotes, or transfers. The initial probationary period 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 six (6) months (or the equivalent of the initial probationary period for those classifications where the initial probationary period exceeds six (6) months) of service in a paid status following a promotion, lateral transfer or demotion, a regular employee who held permanent status at the time of the promotion, lateral 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-salary which the employee held immediately prior to the promotion, lateral transfer or demotion, and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in ~~step-previous classification~~ at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

- F. Employment of Relatives. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; provided, however, in no instance, shall a County ~~officer or~~ employee execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion or work assignments) specifically pertaining to another County employee who is related within the first degree of consanguinity whether by blood or marriage, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), or child of a domestic partner. Whether by blood or marriage shall

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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 six (6) months (approximately 1040 working hours).

Section 2. Retirement

A. Public Employee's Retirement System (PERS) Contributions.

1. Any employee hired on or after July 1, 2012, or any employee who has not become vested by having paid the employee's contribution to PERS for the first five (5) years of continuous service as of July 1, 2012, will be required to pay the employee's share of the contribution (EPMC), based upon their retirement formula, for the duration of their employment.
2. Any employee who already vested after having paid the employee's contribution to PERS for the first five (5) years of continuous service prior to July 1, 2012, will be required to pay the employee's share of the contribution (EPMC), according to the following schedule:

Effective June 28, 2012 – three percent (3%)
Effective June 27, 2013 – three percent (3%)
Effective June 26, 2014 – two percent (2%)

B. Retirement Calculations.

1. Tier I – Single Highest Year. For employees hired prior to August 23, 2012 the provision of Section 20042 of the Public Employees' Retirement Law (twelve (12) consecutive months of employment) shall apply miscellaneous employee members.
2. Tier II – Three (3) Highest Year Average. For employees hired on or after August 23, 2012 the provision of Section 20037 of the Public Employees' Retirement Law (three (3) consecutive years of employment) shall apply to miscellaneous employee members.

C. Retirement Formulas.

1. Tier I - 3% @ 60. All employees covered under the provisions of this MOU hired prior to August 23, 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 21354.3 of the Public Employees Retirement Law (3% at age 60).
2. Tier II - 2% @ 60. All employees covered under the provisions of this MOU hired on or after August 23, 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 21353 of the Public Employees Retirement Law (2% at age 60).

3. Tier III – 2% @ 62. All employees covered under the provisions of this MOU hired on or after January 1, 2013 shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 7522.20 of the Public Employees Retirement Law (2% at age 62), based on Article 4. California Public Employees' Pension Reform Act of 2013.

D. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the Public Employees' Retirement Law, an employee may elect to purchase up to four 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.

E. Post-Retirement Survivor Allowance. Pursuant to the provisions of Sections 21624 and 21626 of the Public Employees Retirement Law, an allowance may be continued to a surviving spouse upon the death of a member after retirement.

~~Section 3. 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 outside smoking areas.~~

~~In shared buildings or floors, Department Heads or their designees will jointly identify common outside smoking areas. This policy shall apply to County employees and the general public.~~

~~The County may designate one hundred percent (100%) of its unassigned and assigned vehicle fleet as no smoking areas.~~

~~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 34. Mileage Reimbursement. Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue

Commented [TT77]: Verbal TA by LIUNA on 12/20/2016 to delete Section 3. TA was retracted by LIUNA on 4/24/2017.

Service (IRS) standard mileage rate. Adjustments to the County rate, if any, shall be made pursuant to the IRS rate effective July 1 of each year and mileage claimed on or after that date shall be reimbursed at that new rate.

Section 45. Merit Systems/Veterans Preference. The Human Resources Administration under this MOU is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and ability. Each ~~officer-department head~~ shall appoint all necessary employees allowed for their department by this MOU only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of computerized testing, written test, oral ~~test~~interview, performance test, rating of education, training and experience and shall take into consideration a system of veterans preference as ~~may be~~ adopted by the Board of Supervisors, by resolution. The veterans preference program shall be administered by the Human Resources Director.

Commented [TT78]: Language clean-up.

Commented [TT79]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

Section 56. County Provided Life Insurance. Effective July 1, 2002, the County shall provide life insurance, not to exceed one (1) times annual salary to a maximum of fifty thousand dollars (\$50,000), to all employees covered under the provisions of this MOU. This benefit replaces any other life insurance coverage previously provided under this MOU.

Section 67. Post Employment Health Savings Plan Voluntary Employee's Beneficiary Association (VEBA)

- A. Effective Date The plan is effective on January 1, 2007 for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that occurs on or after December 7, 2006.
- B. Eligibility Employees are plan participants if they have five (5) or more years of County of Riverside service, and who at the time of retirement (as defined by the agreement between County of Riverside and CALPERS) are employed in a collective bargaining unit whose agreement provides for participation in the plan.
- C. Plan Benefits Participants will have a mandatory contribution made to the VEBA for qualifying leave balances as soon as administratively possible upon retirement. Qualifying leave balances include vacation, extra vacation, annual leave, and sick leave accruals, subject to the following:

Sick Leave:

- a. For participants retiring with at least five (5) but less than fifteen (15) years of service, unused accumulated sick leave shall be paid into the VEBA at the rate of fifty percent (50%) of the participant's current salary value. Under no circumstance shall payment for sick leave exceed the lesser of fifty percent (50%) of the participant's unused accumulated sick leave or nine hundred and sixty (960) hours of full pay.
- b. For participants retiring with fifteen (15) or more years of service, unused

accumulated sick leave shall be paid into the VEBA at the rate of the current salary value. Under no circumstance shall payment for sick leave exceed nine hundred and sixty (960) hours of full pay.

Vacation and Other Qualifying Leave:

Unused accumulated vacation and other qualifying leave shall be paid, at the rate of the participant's current salary value into the VEBA.

Section 78. Waste Management, Flood Control District, Transportation Department and Code Enforcement Department Driver's License. Employees in the Waste Management, Flood Control District, Transportation Department and Code Enforcement Department are required to provide to the Department a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

If the change restricts the employee's ability to drive and driving is an integral part of his/her normal duties, he/she shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) days the employee has failed to have his/her license reinstated he/she will be deemed to have applied for and obtained an additional leave of absence of up to fifteen (15) calendar days, during which the Department may take action to separate employment pursuant to Article XI. Discipline, Dismissal, and Review.

~~Section 9. Waste Management Safety Shoes. Effective July 20, 2006, as authorized by the General Manager Chief Engineer of the Waste Management Department and upon presentation of proof of purchase acceptable to the Department, the Department shall reimburse employees assigned to landfill operation, to a maximum of one hundred dollars (\$100.00) per fiscal year, for the purchase of steel toed shoes to be worn by the employee during the performance of his/her duties. Employees in the Waste Inspection Series may be reimbursed to a maximum of one hundred seventy five dollars (\$175.00) per fiscal year.~~

Commented [TT80]: Moved to Uniform section.

Section 840. Pre-Disciplinary Memorandum. All copies of directive, corrective and corrective counseling memoranda in the working file shall be destroyed after twelve (12) months or at conclusion of review period, whichever ever one comes later provided that during such period such employee has been free of any other directive, corrective, and/or corrective counseling notations.

Section 944. Election Poll Training. All LIUNA represented employees who participate in election poll training and services, shall do so on County time if such training and/or service occurs during the employee's regularly scheduled work hours. The release shall be at the department discretion and based on operation needs.

Section 10. Payroll.

Commented [COR81]: Side Letter 2012-2016 Payroll Advice has this listed as section 13 under Article VI General Provisions. I titled it section 10 since there were only 9 sections listed.

A. Payroll Funds.

1. Payroll Funds via Pay Warrant. Employees currently receiving their payroll

<https://rc-hr.com/files/migrated/LIUNA-Payroll-and-Advice-Side-Letter-Signed-09-03-13.pdf>

funds via pay warrant may continue to receive payroll in this manner until such time that the employee elects to transition to electronic deposit of payroll funds.

2. Electronic Fund Deposit of Payroll. Employees currently receiving their payroll funds by electronic deposit shall be required to continue receiving their payroll funds electronically or pay card.

Any new employees shall be required to receive their payroll funds by electronic deposit or pay card.

- B. Electronic Pay Advice. Employees who receive their payroll funds electronically shall also obtain their pay advice electronically. They electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice.

If an employee does not have access to a secure computer at their worksite may, upon request to their department payroll representative, receive a copy.

Section 11. Code Enforcement Officer Classifications.

- A. Employees in Code Enforcement Officer Classifications (Job Codes: Senior 33243, and II 33240), as of November 6, 2018 shall remain in Code Enforcement Officer Classifications identified with a “(D)” designation. For purposes of promotion or demotion, these employees shall be able to maintain the “(D)” designation while continuously employed in the Code Enforcement Officer classification.

1. These classifications shall be deleted once the incumbents attrite out.

2. For purposes of layoff of the Code Enforcement Officer classifications with the designation shall be considered the same classification as its non-designated counterpart.

- B. Except as provided in A of this Section, employees hired, rehired, promoted, or demoted into Code Enforcement Officer classifications shall be placed in classifications without the “(D)” designation.

The purpose of the delineation is the result of an agreement reached between the parties to allow the County to move forward with the changes sought for Code Enforcement classifications which include: job specification modifications, title changes, class inactivation, and salary adjustments to the classifications.

Commented [COR82]: Language added pursuant to the parties side letter: <https://rc-hr.com/files/migrated/Portals/2/PDF/LIUNA%20Side%20Letter%20-%20Code%20Enforcement.pdf>

Commented [COR83]: LIUNA - Should we add an effective date here? I think we should the side letter was signed November 2018 so perhaps include that date?

ARTICLE VII LEAVE PROVISIONS

Section 1. Sick Leave

- A. Accrual. Sick Leave for all employees covered under the provisions of this

agreement shall accrue at the rate of .05 times the number of hours worked (not to exceed eighty (80) hours worked) during the biweekly pay period.

1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee.
2. Sick leave shall accrue at all times when the employee is in a paid status.
3. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this MOU which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.
4. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the 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 good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the Department Head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the

day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work. Employees 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.

- a. 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.
- b. 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. 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, for this purpose, is defined to mean the employee's spouse, child, parent, brother, or sister (including step-relatives of the same categories), domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), and child of a domestic partner. Family shall also include grandparents and/or grandchildren if the employee is the primary care giver for such.

D. Payout for Sick Leave. Upon death of an employee ~~or officer~~, and subject to the provisions of any applicable agreement between the ~~employing agency County~~ and the Public Employee's Retirement System, unused accumulated sick leave shall be paid as listed below (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than listed in this subsection):

1. Employee with at least five (5) but less than fifteen (15) years of continuous services shall be paid for at the rate of fifty percent (50%) of the current salary value base hourly rate at the time of death or retirement. 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 and sixty (960) hours of full pay.

2. Employees with fifteen (15) or more year of continuous service shall be paid Unused accumulated sick leave shall be paid for at the rate of one hundred percent (100%) of the current salary value base hourly rate at the time of death or retirement. thereof for each such person who has had fifteen or more years of service in a payroll status provided, however, that The total payment shall not exceed a sum equal to nine hundred and sixty (960) hours of full pay.

3. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

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Section 2. Pre-Retirement Cash Out of Accumulated Sick Leave. In contemplation of service retirement or disability retirement of an employee or officer the following pre-retirement cash out option is available:

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- A. Effective Date. The pre-retirement cash out option is effective for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that occurs on or after December 7, 2006.
- B. Eligibility. Employees are eligible for the pre-retirement cash out option if they have five or more years of County of Riverside service, and who at the time of their election are employed in a County bargaining unit whose agreement provides for the pre-retirement cash out option.
- C. Election. Qualifying employees have a **one-time election** to cash out a portion of their accrued sick leave balances, up to the limits explained below. Such an election must be made no later than six (6) months prior to retirement (as defined by the agreement between County of Riverside and CALPERS). Notwithstanding the above, such an election may be made within six (6) months prior to retirement if the retirement occurs prior to May 9, 2007.
- D. Sick Leave Cash Out. Sick Leave balances may only be cashed out in the event of the participant's planned retirement **and** if the participant executes a valid election as described at (c) above.
 - 1. For employees retiring with at least five (5) but less than fifteen (15) years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of fifty percent (50%) of the employee's current salary value. The total payment shall not exceed a sum equal to 960 hours of full pay.
 - 2. For employees retiring with fifteen (15) or more years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of one hundred percent (100%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred and sixty (960) hours of full pay.
- E. Refund Requirement. Employees who elect a pre-retirement cash-out of accumulated sick leave under this option, but who do not subsequently retire (as defined by the agreement between County of Riverside and CALPERS) shall repay to the County of Riverside any amount of cashed-out sick-leave. If such payment is not made in a lump sum within two weeks of when the repayment becomes due then it is agreed that the remaining amount due shall be made by way of payroll deduction. Such employees are permitted to again make a valid cash-out election no later than six (6) months prior to retirement.
- F. Forfeiture. Unused accumulated sick leave balances are forfeited in the event a participant terminates employment for any reason other than retirement.
- G. Reduction. The value of the participant's unused sick leave will be reduced by the

balance of any amount owed by the participant to the County of Riverside.

Section 23. Bereavement Leave. The County agrees to allow up to five (5) working days of leave, three (3) of which will be paid and the additional two (2) 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 relations of the same categories, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child of a domestic partner, legally authorized guardian or foster parent. The County has the right to require proper documentation in support of the requested leave.

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Under extenuating circumstances, and with the prior approval of the department, employees shall be permitted to take up to five (5) additional working days of leave, provided the employee has sufficient vacation time, compensatory time off, or compensatory holiday time off to cover the absence.

Section 34. Fitness for Duty. A Department Head, when in their judgment good cause exists, may request from the Human Resources Director that an employee be ordered off work until such time as the employee is able to present the Department Head with a certificate, from a physician approved by the County, 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.

The cost of the physician's visit and services will be at County expense, and the employee shall continue to be on paid Administrative Leave until such time as a physician's report is received and the employee is officially notified of the County's determination of his/her status.

Section 45. 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:

1. Illness or disability when sick leave has been exhausted
2. Pregnancy
3. To take a course of study which will increase the employee's usefulness on return to the County
4. Personal reasons acceptable to the authority whose approval is required

A. Agency/department leave of absence: Agency/Department leave of absence up to four hundred and eighty (480) hours (twelve (12) weeks) in any one (1) 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 health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, or a County designed temporary modified duty and/or return to work program.

- B. Official leave of absence: A regular employee may request an Official leave of absence exceeding four hundred and eighty (480) hours, but not exceeding one (1) year (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 health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, or a County designed temporary modified duty and/or return to work program.

The Human Resources Director shall be promptly notified of the return of any employee from an official leave of absence. The Board of Supervisors shall have the right to cancel or revoke a leave of absence previously granted.

~~Section 5. Military Leave. Absences on account of military duty are governed by provisions of the Military and Veterans Code.~~

Commented [TT86]: Verbal TA by LIUNA on 12/20/2016.
TA was retracted by LIUNA on 4/24/2017.

Section 66. 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 77. 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 88. Abandonment/Automatic Resignation

Commented [TT87]: Verbal TA by LIUNA on 12/20/2016 for this whole section. TA was retracted by LIUNA on 4/24/2017.

- A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written ~~Agency/D~~department notification does not respond to the ~~Agency/D~~department and/or does not provide a satisfactory explanation for the absence; and for the employee's failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three (3) ~~working business~~ days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known mail address of record of the employee and are complete upon mailing or hand delivery. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers.
- B. An employee may, within ten (10) ~~calendar business~~ days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. The Human Resources Director will notify the employee in writing within ten (10) ~~calendar business~~ days of receipt whether the request for reinstatement has been approved. If denied by the Human Resources Director, the employee may, within ten (10) ~~calendar business~~ days, appeal the decision.
 - 1. Appeals shall be heard by a neutral third party. The neutral third party shall make a determination on a reinstatement based upon whether the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and whether the employee is ready, able, and willing to resume the duties of the position. The neutral third party decision may be verbal or in writing. ~~The decision of the neutral third party shall be binding on both parties.~~

2. Only the employee and one (1) ~~non-attorney~~ representative and the ~~D~~department ~~H~~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-neutral~~ party. The ~~conciliator or mutually agreed upon impartial-neutral~~ party may consult with witnesses informally and otherwise investigate the controversy.
4. The judgment of the ~~conciliator-neutral~~ shall be binding on both parties neither of which shall have the right of further appeal.
5. The judgment of the ~~conciliator-neutral~~ shall be rendered within five (5) ~~working-business~~ days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
6. The ~~conciliator's neutral's~~ authority shall be limited to deciding the issues submitted by the parties. The ~~conciliator-neutral~~ shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.
7. All costs for the service of the 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 9. Reporting Requirements. In the absence of a more stringent department policy, an employee reporting off work at the beginning of a shift for any reason shall call the employee's supervisor or designee within one (1) hour before or after the employee's scheduled starting time.

ARTICLE VIII VACATION

Section 1 Accruals.

- 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 and forty (6,240) hours) in a payroll status, eighty (80) hours (ten (10) days);

years four (4) through nine (9) (six thousand two hundred and forty-eight (6,248) through eighteen thousand seven hundred and twenty (18,720) hours) in a payroll status, one hundred twenty (120) hours (fifteen (15) days);

years ten (10) or more (eighteen thousand seven hundred and twenty-eight (18,728) hours or more) one hundred and sixty (160) hours (twenty (20) days).

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

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

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-employee who separates employment from the County shall be entitled to pay for all earned vacation as determined under the provisions of this MOU. For the purpose of this paragraph, vacation shall be deemed earned to the date of separation. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of separation; 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. Effective March 26 2019, the County agrees to establish a Special Time Bank for each current LIUNA represented employee of forty (40) hours. These hours must be used by the expiration of this MOU and while employed in a LIUNA represented classification, otherwise the hours are forfeited. These hours shall have no cash out value. Employees are encouraged to take these hours during County holidays and must obtain supervisor's approval prior to use.

Should an employee, due to the nature of the position or operation of the department, not be granted the ability to utilize any portion of the forty (40) hours under this provision, and after providing proof of their efforts to utilize the bank time to Human Resources prior to the expiration of this MOU, may be granted on a case-by-case basis an extension of six (6) months to utilize the balance of the time.

Only employees who were a member of LIUNA as of March 26, 2019 will receive this benefit.

Commented [TT88]: Verbal TA by LIUNA on 12/20/2016. TA was retracted by LIUNA on 4/24/2017.

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Section 2. Pre-Retirement Cash Out of Accumulated Vacation Leave

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In contemplation of service retirement or disability retirement of an employee or officer the following pre-retirement cash out option is available:

- A. Effective Date. The pre-retirement cash out option is effective for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that occurs on or after December 7, 2006.
- B. Eligibility. Employees are eligible for the pre-retirement cash out option if they have five or more years of County of Riverside service, and who at the time of their election are employed in a County bargaining unit whose agreement provides for the pre-retirement cash out option.
- C. Election. Qualifying employees have a **one-time election** to cash out a portion of their accrued vacation leave, extra vacation, and/or annual leave balances, up to the limits explained below. Such an election must be made no later than six (6) months prior to retirement (as defined by the agreement between County of Riverside and CALPERS). Notwithstanding the above, such an election may be made within six (6) months prior to retirement if the retirement occurs prior to May 9, 2007.
- D. Vacation Cash-Out. At the employee's election, unused accumulated vacation leave shall be paid at the rate of the employee's current salary value to a maximum of four hundred and eighty (480) hours of full pay. In addition, the employee may elect to receive up to the full value of any accrued extra vacation or annual leave, which shall be paid at the rate of the employee's current salary value.
- E. Reduction. The value of the participant's unused vacation leave will be reduced by the balance of any amount owed by the participant to the County of Riverside.
- F. 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.
- G. 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.
- H. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this MOU, may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE IX

HOLIDAYS

Section 1. Paid Holidays

A. 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 such date falls on a
Sunday.

B. Qualifying Factors

1. Only regular, ~~probationary, and seasonal~~ employees in a current paid status shall be eligible for paid holidays.
2. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
~~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.~~
3. An employee who is ~~on a leave of absence without pay in an unpaid status~~ for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

C. Payment for the Holiday

1. Working the Holiday Regular or seasonal full-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their regular rate for the time actually worked. In addition, such employee shall have a choice of:
 - a. Banking compensatory holiday time off - not to exceed eight (8) hours - for such holiday or;

Commented [TT91]: Verbal TA by LIUNA on 12/20/2016.
TA was retracted by LIUNA on 4/24/2017.

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

If the regular part-time employee does not have a regular shift schedule, he/she shall be receive holiday pay in an amount equivalent to the reduction in his/her regular pay for the workweek – not to exceed eight (8) hours pay - (e.g. a part-time employee with an irregular schedule who normally works twenty (20) hours per week but who, as a result of the holiday, only works sixteen (16) hours that week shall receive four (4) hours holiday pay for that week). If the regular hours of work for such employee are not reduced during the holiday week then no holiday pay is due.
- 4. Scheduling Holiday Compensatory Time Off Holiday compensatory time off shall be scheduled in the same manner as regular compensatory time off and shall be granted within a reasonable time following the request.
- 5. Special Provisions Notwithstanding the above, any employee in the class of Sheriff's 911 Communications Officer, Public Safety Communications Officer, Fingerprint Examiner, Forensic Technician, Sheriff's Service Officer, ~~and Community Services Officer, and Telephone Report Unit Officer~~ whose regularly scheduled working day falls on a paid holiday, and who actually works on that holiday, shall be entitled to not more than twelve (12) hours of compensation at the rate of one and one-half (1 1/2) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked. Accumulated holiday credit earned at the expiration of each prescribed pay period, upon election of the employee, may be accumulated to their accumulated holiday credit or be paid to the employee by County Warrant.

Commented [COR92]: Language added per the parties side letter: <https://rc-hr.com/files/migrated/Portals/2/PDF/LIUNA%20-%20TRU%20Officer%20Holiday%20Pay%20Side%20Letter.pdf>

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.

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Section 2. Meals. No charge for meals shall be made where the same are furnished for the convenience of the County, such as for employees at County institutions who are required by the nature of their duties to take their meals in connection with such employment, and cooks and kitchen helpers when working an eight (8) hour shift for the convenience of the County shall be furnished one 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 (1) year period for any one (1) employee, nor for any employee until they have been continuously employed by the County for at least one (1) year preceding the authorization. If the employee voluntarily terminates employment with the County within one (1) year of the payment of the expenses set forth herein, the employee shall, within thirty (30) days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 5. Certificate Reimbursement – Clinical Lab/Assistants. Clinical Lab Assistants (Job Code 98546) who are required to have a State Certificate shall be reimbursed for the costs associated with obtaining and maintaining the Certificate upon providing proof of payment and completion.

ARTICLE XI DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has successfully completed an initial probationary period, and any extension, has permanent status.

Section 2. Any of the following acts of an employee who has permanent status shall be good cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons: Employees may not use leave accruals to make whole or reduce any loss in compensation while serving disciplinary action.

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

Commented [TT95]: Melanie and Maria agree to change in language.

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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 plan/grade from the existing step salary to a lower step salary for a specified duration of one (1) 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 or when deposited with an alternative carrier, i.e. UPS, 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 provision~~, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or written reprimand.
- B. Unless otherwise specified, as used in this ~~procedure provision~~, "Department Head" includes the Department Head or a ~~designated subordinated designee~~.
- C. Department, for purpose of this ~~procedure provision~~, 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 Human Resources Director, or designee, may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director, ~~or designee~~, may be exercised by a ~~designated subordinated designee~~.

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Section 2. Investigatory Leave of Absence. Pending investigation by the Department Head alleging employee misconduct, covered under Article XI of this MOU, the Department Head, with the approval of the Human Resources Director, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days with approval by the Human Resources Director. In such cases, and except for good cause as determined by the Human Resources Director, the department head will notify the employee in writing as to what specific allegations are being investigated. The Union will also be notified as to the extension only. Additional 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.

Section 3. Notice of Disciplinary Action

- A. Except for written reprimands, written notice of intent to take disciplinary action against a permanent employee 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 ten (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 Human Resources Director, or designee, serve on the employee and file with the Human Resources Director, or designee, an amended or supplemental notice of disciplinary action.

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- B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto ~~(i.e., second Skelly)~~. ~~The employee shall not be required to file a further appeal.~~ Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

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Section 5. Appeals. Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Human Resources Director, or designee, within ten (10) 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

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- 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 an conciliator-arbitrator) agreed to by the parties. The ~~conciliator's or other third party neutral's arbitrator's~~ decision may be verbal or in writing. The decision of the State Conciliation Service or an third party neutral-arbitrator shall be binding on both parties.
 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-arbitrator may consult with witnesses informally and otherwise investigate the controversy.
 4. The judgement of the conciliator-arbitrator shall be binding on both parties neither of which shall have the right of further appeal.
 5. The conciliator-arbitrator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
 6. The judgment of the conciliator-arbitrator shall be rendered within five (5) working days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.
 7. The ~~conciliator's arbitrator's~~ authority shall be limited to deciding the issues submitted by the parties. The conciliator-arbitrator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any

MOU.

8. All costs for the service of the ~~conciliator~~ arbitrator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and 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 up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. ~~The list shall contain no fewer than seven or more than eleven names.~~ 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 LIUNA and the County shall meet to establish the list of up to eleven Arbitrators.~~
- C. The hearing shall be set by the Human Resources Director, or designee, 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 arbitrator is authorized to issue subpoenas.~~
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter or, at the request of either party, recorded on a mutually agreed upon electronic recording device. 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 base compensation or other benefits to attend the disciplinary hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or

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differential pay.

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H. In the event an employee is not represented by LIUNA, the cost of the arbitrator only shall be shared equally by LIUNA and the County.

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. Within twenty one (21) business days following the submission hearing of the appeal, or as soon as practicable thereafter, 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.

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1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the MOU but, rather, shall interpret and apply its terms.

2. 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 employee shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.

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4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant employee 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.

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5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.

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6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant employee was reduced or removed from duty which results solely from the appellant's employee's request for written briefs in the arbitration proceedings. This provision will not be applicable where both parties mutually agree to submit written briefs.

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7. Restoration of pay benefits The arbitrator's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the

~~appellant employee received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant employee shall supply records of such outside employment earnings records during the period of time in question when requested.~~

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K. 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 upon in the conduct of serious affairs.

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L. 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 1.9A 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.

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M. Irrelevant and unduly repetitious evidence shall be excluded.

N. 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.

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O. Oral evidence shall be taken only on oath or affirmation.

P. Employees not testifying in their behalf may be called and examined as on cross-examination.

Q. 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.

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

Section 2. Grievance Definition. A "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by an employee or the Union on behalf of a specifically named employee or group of employees, arising out of a dispute by an employee or group of employees concerning the application or interpretation of the specific terms and conditions set forth in this MOU, ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

A. A grievance does not include:

i. Matters reviewable under some other County administrative procedure.

ii. Requests or complaints, Matters involving 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.

iii. Requests or complaints Matters involving the termination-release of a probationary employee.

~~iii~~ iv. Matters involving ~~or the termination, suspension, demotion or written reprimand or any other action taken for disciplinary reasons against of a regular permanent~~ employee reviewable pursuant to other provisions of this MOU ~~or reviewable under the State administrative procedure, or written warnings, reprimands, and any other pre-disciplinary actions, i.e. directive, corrective, and corrective counseling memorandums.~~

~~iv~~ v. Matters involving a departmental performance evaluation with respect to employees, including those in a promotional probationary status, Requests or complaints initiated by an employee involving change in departmental performance evaluations, if the evaluation rating overall is satisfactory or better.

Grievances shall be submitted in writing on forms supplied by the Human Resources Department.

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,

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or for the good faith filing of a grievance petition.

Section 4. Employee Representation/Union Rights. ~~Representation Rights.~~ An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, provided an employee that is a member of a representation unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution may be represented only by the exclusive employee organization. Reasonable access to work areas by representatives of ~~qualified-exclusive~~ employee organizations shall be in accordance with ~~Section 19 the provisions of the~~ of the Employee Relations Resolution and ~~Article XXIX, Section 4 of the this~~ MOU. 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 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.

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Section 5. Grievance Petition Form. All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of the MOU alleged to be violated, misinterpreted or misapplied as provided under Article 15, Section 2.

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Section 6. Presentation. All grievance petitions shall be filed within fifteen (15) working business days after occurrence of the circumstances giving rise to the grievance, or within fifteen (15) business 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.

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Section 7. Consolidation. Grievance petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

Section 8. Resolution. Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the County and the grievant. When a settlement takes place that includes monetary reimbursement for the grievant at any stage of the grievance process or via Settlement Agreement, the County agrees to provide said monies within thirty (30) calendar days from the date the agreement is reached by both parties.

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Section 9. Withdrawal. Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

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Section 10. Time Limits. Grievance petitions shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant-Union within the prescribed

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time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

Section 11. Resubmission. Upon consent of the person hearing the grievance petition and the grievant Union, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

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Section 12. Extension of Time. The time limits within which action must be taken or a decision made as specified in this procedure, except for Section 14, may be extended by written consent of the grievant and the person before whom disposition of the petition is pending parties.

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B. PROCEDURE

Section 13. Steps. The following procedure shall be followed by an the employee and the Union submitting a grievance petition:

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A. Discussion with Supervisor Prior to filing a written grievance petition within the prescribed time period, the employee shall first take discuss the matter up with the immediate supervisor. The supervisor shall give a prompt response where it is possible to do so. The employee and the supervisor are each entitled to the presence of a silent observer to the employee-supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor:

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B. Step 1. The employee shall have fifteen (15) working-business days after the occurrence of the circumstances giving rise to the grievance to submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's Department Head. Within fifteen (15) working-business days after submission of the petition, the Department Head, or a designee, shall meet with the grievant and the employee's representative, if any. No later than fifteen (15) working-business days thereafter the Department Head, or a designee, shall render a written decision.

C. Step 2. Failing to resolve the grievance at Step 1, or after the time limits set out in Step 1 above, including any agreed upon extension thereto, have expired, the grievant shall submit a written request for review within ten (10) working-business days following the date the Department Head, or a designee, renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) working-business days of the submission of the request for review. No later than ten (10) working-business days thereafter, the Human Resources Director, or a designee, shall render a written decision.

D. Step 3. Failing to resolve the grievance at Step 2, LIUNA may determine, on behalf of the grievant, to submit a written request for arbitration to the Human Resources Director, or designee, or a designee, within ten (10) working-business days following the date the Human Resources Director, or a designee, renders a decision.

- E. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner ~~prescribed in Section 14 described herein~~. The Board of Supervisors shall either accept or reject the ~~arbitrator's neutral's~~ decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the ~~arbitrator's neutral's~~ decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

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Section 14. Advisory Arbitration

- A. After submission of a request for review, LIUNA and the Human Resources Director, or designee, or a designee, shall ~~attempt to agree on~~ begin to select an arbitrator neutral within ten (10) business days of the demand for arbitration.
- B. The parties shall maintain a jointly negotiated list of up to eleven ~~arbitrators neutrals~~ who shall be selected by the striking method. The only remaining name after the striking process shall serve as the ~~arbitrator neutral~~. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. ~~The list shall contain no fewer than seven or more than eleven names~~. If the ~~arbitrator neutral~~ chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the ~~arbitrator neutral~~.
- C. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.
- D. The expenses of the ~~arbitrator neutral~~, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Human Resources Director, or designee, ~~or a designee~~, with the employee's Department Head at least two (2) working business days in advance of the hearing date.
- E. The location of the hearing shall be determined by mutual agreement of the parties. In the absence of such an agreement, a neutral location shall be set by the neutral. Prior to the arbitration hearing, the grievant and the Human Resources Director, or designee, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

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If the issue of grievability has been raised, the ~~arbitrator neutral~~ shall rule on that question prior to proceeding to the merits of the case. The ~~arbitrator neutral~~ shall not decide any issue not within the statement of the issues submitted by the parties or consider remedies not requested by the grievant in his/her original petition. This includes issues or MOU Sections which have not been raised and considered at an earlier step of the grievance procedure.

F. The neutral is limited to ruling on the issues submitted by the parties or consider remedies not requested by the grievant in the grievance petition. This includes issues which have not been raised and considered at an earlier step in the grievance procedure.

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~~F.G.~~ The ~~Arbitrator-neutral~~ shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOU, but shall determine only whether or not there has been a violation of the MOU in respect to the alleged grievance and remedy. The ~~Arbitrator's neutral's~~ decision shall be based solely upon the evidence and arguments presented to him by the respective parties.

~~G.H.~~ If the ~~arbitrator-neutral~~ sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU.

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

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I. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, ~~non-attorney~~ advocates, Management or employees of County departments involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a grievance hearing.

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

K. Within twenty-one (21) business days following the hearing of the grievance, or as soon as thereafter as practicable, the neutral shall submit written findings of fact, conclusions of law and the decision to the parties. The decision of the neutral shall be subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil procedure.

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~~K.L.~~ The hearing shall be a private proceeding among the County, the employee and the employee organization.

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ARTICLE XIV ANTI-STRIKE CLAUSE

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

Should a strike, sick-in, picketing, boycott or any other interruption of work occur, the

County shall notify the Union (LIUNA) of the existence of such activity and the Union will take all reasonable steps to terminate such activity and induce the employees to return to work.

ARTICLE 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 twenty one (21) calendar days during which they are 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, they shall be paid as salary the difference between the temporary disability payments due them 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, they shall continue to accrue sick leave and vacation benefits at the regular rate.

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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.~~

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Non-Work Related Disability

Effective January 1, 2007, the County shall pay sixty percent (60%) of the employee's salary through its Short Term Disability program with a cap of two thousand dollars (\$2000) per month (maximum benefit/month) or maximum weekly benefit of four hundred and sixty one dollars and fifty four cents (\$461.54). The maximum period payable is fifty-two (52) weeks with medical approval. Short-term Disability benefits are calculated and payable on a weekly basis.

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. Department, for the purposes of this Procedure, shall be defined as an agency, department, or district of the County which is set out in County Ordinance No. 440.
- C. Whenever more than one (1) employee in a department has the same most recent date of hire, seniority shall be determined in the following order: regular H hours of County service from the most recent date of hire, seniority in classification, and seniority in the department or agency.
- D. Except as otherwise provided in this Procedure provision, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the layoff list.

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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-reduced 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 fourteen (14) calendar days prior to the effective date of the action. The List given to the employee organization shall

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include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice twenty-four (24) hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:

1. The reason for layoff;
2. The effective date of the action;
3. If laid off out of seniority.

- E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the department, and was not removed therefrom for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven (7) calendar days of written notification of layoff by personal delivery or mailing of a certified letter.

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Commented [TT149]: Melanie and Maria agree to added language.

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

- F. The affected employee organization will be provided a copy of the final layoff list.

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Section 3. Reassignment

- A. An employee not expected to be laid off may in lieu of reassignment elect to be laid off and be placed on the Departmental Reinstatement List if both of the following conditions exist:

1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) working-business days of the effective date of the reassignment; and
2. If the new work location is more than forty (40) miles from the employee's current work location or the employee's home, whichever is closer.

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- B. An employee who chooses to be laid off and have their name placed on the Departmental Reinstatement List under this section shall notify the department in writing of the decision at least three (3) working-business days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective. An employee who selects this option shall be placed on the Priority Referral List.

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Section 4. Employment Counseling and Priority Referral Prior to the effective date of

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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 An employees who have has either been given a layoff notices or are currently on a reinstatement list and who has not exercised their bump back right or who has been laid off shall be placed on the Priority Referral List and referred~~ first to any department requesting a recruitment for classifications from which the employees were laid off.

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B. ~~Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices and who have not exercised their bump back right or who has been laid off shall be placed on the Priority Referral List and referred~~ first to departments requesting recruitments for all other classifications within LIUNA bargaining units ~~for which the employee meets the classification and position requirements. Evaluation of qualifications shall be based on the employee's most recent resume in the County's application system.~~

Commented [TT156]: Melanie and Maria agree to change in language.

C. Departments are required to notify Human Resources in writing why these candidates are unacceptable before outside candidates will be referred.

D. ~~An employee's name shall be removed from the Priority Referral List for the following reasons:~~

Commented [TLT157]: Melanie and Maria agree to the addition of (D).

a. ~~Expiration of two (2) years from the date of placement on the Priority Referral List, or the acceptance of a regular status position with the county, whichever first occurs.~~

b. ~~A request to the Human Resources Department to be removed from the Priority Referral List. If an employee requests to be removed, the employee may request to be placed back on the Priority Referral List prior to the expiration of two (2) years, so long as the other reasons for removal have not occurred. However, the time that the employee was voluntarily removed from the layoff list shall not toll the two (2) year expiration period.~~

c. ~~An employee who was removed from the Priority Referral List due to accepting a regular position cannot be returned to the Priority Referral List if the employee either voluntarily or involuntarily separates from the new position (e.g., fail probation or resign within two (2) years from the date of placement on the Priority Referral List).~~

~~D-E.~~ ~~Employees who have either been given notice of layoff or have been laid off are subject to all applicable standard recruitment and pre-employment procedures upon re-employment.~~

Commented [TT158]: Melanie and Maria agree to the addition of (E).

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 within the department for which he/she previously held status, provided the department is allocated any positions of such classification. The provisions of this Section do not apply to any classification from which the employee was demoted as a result of disciplinary action.
- B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
1. The expiration of two (2) years from the date of placement on the list.
 2. Failure to report to work within seven (7) business days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
 3. Failure to respond within seven (7) business days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify their Department Head, in writing, of the employee's current mailing address.
 4. Request in writing to be removed from the list.
- D. Status on Reinstatement. Reinstatement is defined as recall by the same department, from a Departmental Reinstatement List, into a regular position. Upon reinstatement, the employee shall be entitled to:
1. Restoration of all sick leave credited to the employee's account on the date of layoff.
 2. Continuation of seniority.
 3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
 4. Placement on the salary plan/grade at a step salary which is nearest former or current pay rate, whichever is higher, with the employee's hours in a step the classification being the same number of hours which the employee had at the time of layoff.

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Section 6. Reemployment

Status on Reemployment. Reemployment is defined as being employed within two (2) years following layoff by the same or other department into a regular position, only while on the reinstatement list, other than that from which the employee had reinstatement rights to. ~~If reemployed, while the employee's name is current on any reinstatement list,~~ the employee shall be entitled to:

Commented [TT162]: Melanie and Maria agree to the change in language.

- 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 and 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 and 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.

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

~~Section 8. Re Employment from Lay Off. Vacant regular positions in LIUNA represented classifications that a Department elects to fill shall be offered first to LIUNA represented persons, by seniority, who have been noticed of or permanently laid off from another LIUNA represented classification for a period not exceeding two (2) years from the date of their initial lay off provided that such person has the ability, qualifications, experience, availability and satisfactory work performance to fulfill the requirements of the position. If the Department Head or designate does not select a candidate that has been laid off from a LIUNA classification, upon request, they shall provide justification, in writing, to the Human Resources Department as to the reasons for that decision. It is understood and agreed that the matter of determining the ability, qualifications, experience, availability and satisfactory work performance shall be made by the Department Head or designate responsible for the hiring decision and that a Human Resource Department official may also perform such an assessment. It is further understood that any assessment of an individual's ability, qualifications, experience, availability and satisfactory work performance will be measured against the posting requirements for the position. The County agrees to maintain a seniority list of laid off LIUNA members who are entitled to be considered for re-employment under this provision. LIUNA members must make themselves available within seven (7) calendar days following the date they are notified.~~

Commented [TT164]: Melanie and Maria agree to the deletion of language as it has been added in the appropriate place throughout this Article.

ARTICLE XVII
VOLUNTARY TIME-BANK

Section 1. ~~Any department or employee requesting to considering establishing a Time-Bank for its eligible employees shall follow the guidelines below:~~

Commented [TT165]: Verbal TA by LIUNA on 12/20/2016; TA was retracted by LIUNA on 4/24/2017.

A. Definition of eligible employees.

Only employees in ~~budgeted ("R,regular")~~ positions within the Inspection and Technical; Trades, Crafts and Labor; and Supporting Services Units are eligible to participate in the Riverside County Voluntary Time-bank ~~Policy~~. ~~Employees receiving disability payments or Workers' Compensation may be eligible for a prorated Tim-Bank reimbursement such that total payments do not exceed 100% of the regular pay.~~

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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.~~

Commented [TT168]: Verbal TA by LIUNA on 12/20/2016 for all changes in Section (C); TA was retracted by LIUNA on 4/24/2017.

~~1. The Human Resources Department will establish and administer all Time-Banks. The Human Resources Department will have final discretion and approval authority over all Time-Bank requests.~~

~~1.2. Only the Department Head or employee, upon concurrence from the Human Resources Director or designee, 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.~~

~~4.3. 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.

- ~~4. 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.~~
- ~~5. An employee can only have one (1) Time-Bank established at a time.~~

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

1. Any employee may donate vacation, holiday accrual, or administrative annual leave. Sick leave and compensatory time may be not donated.
2. Donations of vacation, holiday accrual, or ~~administrative annual~~ leave must be in increments of eight (8) hours or more and drawn from one (1) bank only. Donated leave will only be applied to the recipient's annual leave or vacation leave after the recipient has exhausted their available leave balances. Donated leave will be transferred on a pay period by pay period basis.
3. The donation of transferred leave hours that have been added to the recipient's leave balance are is irreversible. Should the ~~person~~ employee receiving the donation not use all donated leave for the catastrophic ~~illness/injury/medical condition~~, any balance will remain with that ~~person~~ employee or will be converted to cash upon that ~~person's/employee's~~ separation.
4. An employee may not donate leave hours which would reduce their accrued leave balances of vacation, holiday accrual, ~~compensatory time, sick leave,~~ or ~~administrative annual~~ leave to less than one hundred and sixty ~~eight~~ (168) hours.
- ~~5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or administrative leave.~~
- ~~6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donors and recipient's paid leave balances will be made.~~

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

- ~~1. Only the employee for 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.~~

Commented [TT169]: Verbal TA by LIUNA on 12/20/2016 for all changes in Section (D); TA was retracted by LIUNA on 4/24/2017.

Commented [TT170]: Verbal TA by LIUNA on 12/20/2016 for all changes in Section (E); TA was retracted by LIUNA on 4/24/2017.

1. The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one catastrophic ~~illness~~ medical condition.

~~3.2.~~ Extension to a Voluntary Time-Bank will require a separate approval by the Human Resources Department and department head.

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

~~A Department 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~~

Commented [TT171]: Verbal TA by LIUNA on 12/20/2016 for deletion of Section (F); TA was retracted by LIUNA on 4/24/2017.

Commented [TT172]: Verbal TA by LIUNA on 12/20/2016 for deletion of Section (G); TA was retracted by LIUNA on 4/24/2017.

~~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 MOU subject to reopener should it be determined by the County that such use is abused or it is an administrative problem.~~

Commented [TT173]: Verbal TA by LIUNA on 12/20/2016 for deletion of Section 2; TA was retracted by LIUNA on 4/24/2017.

ARTICLE XVIII
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-business~~ days following the date of the receipt.
 - 3. An employee is entitled to representation during the presentation of this appeal.
 - 4. The Accident Review Committee shall review the evidence and testimony presented by the employee(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

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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 XIX

ALCOHOL AND DRUG ABUSE POLICY*

*This Policy is included for reference.

Commented [TT175]: Melanie and Maria agree to deletion of language, but would also like to reference Board Policy C-10 and where to find it.

Commented [COR176R175]: Added that reference.

The County's Alcohol and Drug Abuse Policy can be located at the Human Resources website at <http://www.rc-hr.com/>.

~~I. PURPOSE. It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While the County of Riverside has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.~~

~~Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from their personal physician or the Employee Assistance Program Counselor. While County will be supportive of those who seek help voluntarily, County will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.~~

~~Supervisors will be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.~~

~~The County will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the County's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.~~

~~In recognition of the public service responsibilities entrusted to the employees of the County, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the County.~~

~~II. POLICY. It is County policy that employees shall not be under the influence of~~

~~alcohol or drugs while on duty or on a standby or an on-call status; or consume alcohol or illicit drugs while on County property or at work locations or while on duty; or possess controlled substances or prescription drugs without a prescription while on duty. Employees shall not: manufacture, sell, provide, distribute, or dispense prescription drugs or controlled substances to any other employee or to any person while on duty unless authorized by law; or sell, provide, distribute, or dispense alcohol to any other employee while such employee is on duty.~~

~~While use of medically prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify the supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of County equipment can result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.~~

~~The County reserves the right to search, without employee consent, all areas and property in which the County maintains control or joint control with the employee, except the lockers of public safety officers, or other space for storage that may be assigned to public safety officers. No employee public safety officer(s) shall have their locker, or other space for storage that may be assigned to them searched except in their presence, or with their consent, or unless a valid search warrant has been obtained or where they have been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the County. The County may notify the appropriate law enforcement agency that an employee may have illegal drugs their possession or in an area not jointly or fully controlled by the County.~~

~~Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and may be detained for a reasonable time until they can be safely transported from the work site.~~

~~The County is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as people with disabilities under federal and/or state law.~~

~~The County has established a voluntary Employee Assistance Services (EAS) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the EAP Counselor for additional information. Contacting an EAS Counselor or their supervisor in and of itself shall not be a basis for discipline.~~

~~Any employee directed by the County to go through a treatment program will have that program fully funded by the County. If the employee chooses to go through a treatment program other than that recommended by the County, the employee shall be responsible for paying for the program's funding. All of the short-term disability money owed the employee will be given to the employee and not used for the treatment program.~~

~~III. APPLICATION. This policy applies to all employees of and to all applicants for positions with the County. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.~~

~~IV. EMPLOYEE RESPONSIBILITIES AND AS A CONDITION OF EMPLOYMENT~~

~~An employee must:~~

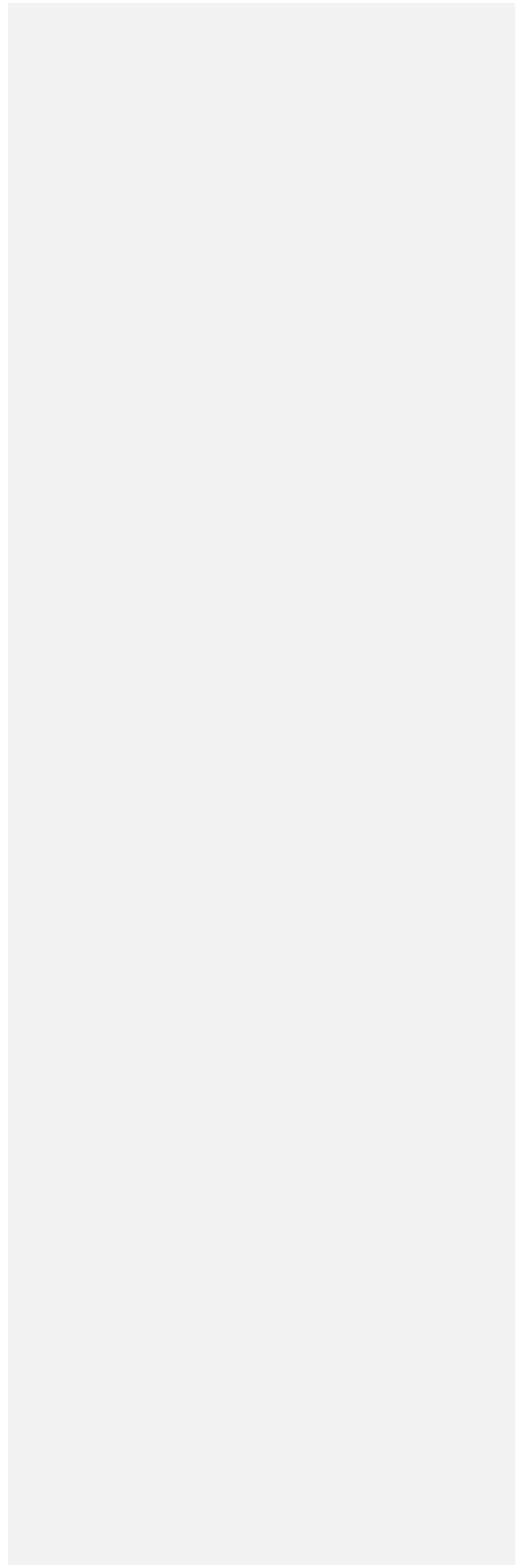
- ~~A. Not report to work or be on a standby or an on call status while their ability to perform job duties is impaired due to on or off duty alcohol or drug use;~~
- ~~B. Not possess or use controlled substances (illegal drugs or prescription drugs without a prescription) at any time, or use alcohol at any time while on County property or while on duty;~~
- ~~C. Not directly or through a third party manufacture, sell, distribute, dispense or provide controlled substances to any person, including any employee, at any time; or manufacture, sell distribute, dispense or provide alcohol to any employee while either or both are on duty;~~
- ~~D. Notify the supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment; and~~
- ~~E. Notify the supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.~~

~~V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES~~

- ~~A. Managers and supervisors are responsible for reasonable enforcement of this policy.~~
- ~~B. No persons shall physically search the person of employees, or shall they search the personal possession of employees without the freely given consent of, and in the presence of, the employee.~~
- ~~C.A. Managers and supervisors shall notify their Department Head or designee when they have reasonable cause to believe that an employee may have a drug or alcohol problem and may need to be tested, or suspicion to believe that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head shall notify the appropriate law enforcement agency. For reasonable cause, management may condition further employment on successful passage of a drug or alcohol test.~~

~~EAS CONFIDENTIALITY: LIUNA and the County shall meet and work together in an effort to establish appropriate confidentiality standards for employees who voluntarily seek EAS assistance.~~

DRAFT



ARTICLE XX
DISCRIMINATION COMPLAINT PROCEDURE

~~The County has established a strong commitment to prohibit and to prevent unlawful harassment and/or discrimination in employment and has set forth a procedure for investigating and resolving internal complaints in Board of Supervisors Policy C-25, which policy is included in this MOU by reference.~~

The County's Harassment Policy and Complaint Procedure can be located at the Human Resources website at <http://www.rc-hr.com/> ~~and at the County's Workforce Exchange website at <http://www.workforceexchange.net/>.~~ Employees may also contact the Human Resources Department, Employee Relations Division at 951-955-3510 for a copy of the Harassment Policy and Complaint Procedure.

ARTICLE XXI
FLEXIBLE BENEFIT PROGRAM

Section 1. Flex Benefits Programs.

- A. Contributions - Retirees: The County shall contribute twenty-five dollars (\$25.00) per month on behalf of each eligible retiree, inclusive of the and such retiree's dependents, enrolled in one (1) of Riverside County employee medical plans, toward the payment of premiums for health insurance.
- B. Contributions – Active Employees: Any active full-time employee enrolled in a County offered medical plan, will receive a total flex benefit of eight hundred and twenty- three dollars (\$823.00) per month.
- C. Plan Selection Requirement. Employees whose last hire date is on or after November 13, 2003, will be required to select a medical plan as part of their Flexible Benefit election each year and will not have the option of waiving all medical coverage.
- D. Waiving Medical Coverage. Employees whose most recent hire date is prior to November 13, 2003 will have the option of waiving medical coverage if they provide proof of coverage under another group medical plan.

Employees electing not to take medical insurance coverage must provide evidence of medical plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another medical plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other medical coverage shall be received by the Human Resources Department within sixty (60) calendar days from date of hire, and annually during Open Enrollment.

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

Commented [TT177]: Melanie and Maria agree to deletion of language but would also like to reference Board Policy C-25 and where to find it.

Commented [TT178]: Melanie and Maria agree to the change in language.

Commented [TT179]: Moved from Article XXVII.

Commented [TT180]: Language clean-up.

E. Employees who fail to timely elect medical coverage or properly waive medical coverage will be placed in the lowest-priced employee-only PPO medical plan available.

Commented [TT181]: Melanie and Maria agree to the change in language.

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

~~If monies remain after waiver of health insurance and deduction of other elected benefits, said monies may be taken in cash back.~~

Commented [TT182]: Melanie and Maria agree to the deletion of language (duplicate of (F)).

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

Commented [TT183]: Melanie and Maria agree to the change in language for section (G).

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

Employees working thirty (30) to thirty-nine (39) hours per week, shall receive seventy five percent (75%) of the applicable County of Riverside Flexible Benefits Program regular contribution amount allotted for full-time regular employees per month per employee.

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

H. ~~For e~~Employees eligible to waive and not participating in a County sponsored health care plan, the County's Flex Contribution available for other benefits or cash will be four hundred and twenty-five dollars and forty cents (\$425.40) per month (two hundred and twelve dollars and seventy cents (\$212.70) biweekly for twenty four (24) biweekly pay periods).

Commented [TT184]: Recommend moving to section D.

I. In addition, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored health care plan on the following basis:

Employees with family coverage: Monthly premium reduced by \$1200.00

Commented [TT185]: TA dated Feb. 27, 2019.

Employees with two-party coverage: Monthly premium reduced by \$2550.00

Commented [TT186]: TA dated Feb. 27, 2019.

This subsidy will remain in place for the duration of the MOU.

See Article XXVIII, for increases in Flexible Benefits. ARTICLE XXII
AGENCY SHOP

Commented [TT187]: Per Janus and SB 866. Parties agree to the deletion of this Article.

~~Subject to the provisions set forth below, the County shall deduct and remit the LIUNA bi-weekly service fees or dues, as appropriate, for fee payers/members of LIUNA.~~

~~Current employees in the unit who are now LIUNA members shall remain LIUNA members for the period of this MOU. For employees who are hired on or after the effective date of this amendment, and are in a job classification within a representation unit of LIUNA covered by this MOU, the County, in conformance with the provisions of Government Code Section 3508.5(b), shall deduct the payment of service fees to LIUNA from the employees' biweekly paychecks. Furthermore, employees hired on or before July 2, 1986, shall, effective January 1, 2003, become a member of LIUNA or, pursuant to the provisions of Government Code Section 3508.5(b) the County shall automatically deduct the payment of service fees to LIUNA from the employees from the employee's biweekly paycheck~~

~~Dues withheld by the County shall be transmitted to the LIUNA Officer designated in writing by LIUNA 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 LIUNA or pay the equivalent of LIUNA dues during the term of this MOU shall constitute, generally, just and reasonable cause for termination. The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.~~

~~No unit member shall be required to join LIUNA 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 LIUNA 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, LIUNA 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 Director. In the event the unit member fails to cure said delinquency, LIUNA shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws.~~

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

~~LIUNA 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 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).~~

~~LIUNA 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.~~

~~LIUNA's indemnity obligation is more fully set forth as follows: LIUNA 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, LIUNA shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the County because of such action shall or shall not be comprised, resisted, defended, tried or appealed. Any such decision on the part of LIUNA shall not diminish LIUNA's indemnification obligations under this MOU.~~

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

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

ARTICLE XXIII
UNIFORMS AND TOOLS

Section 1. Uniforms

A. General Uniform Provisions

1. Issuance. The County agrees to provide uniforms to employees in the departments listed below so long as the employee is required to wear uniforms in the performance of their duties:
 - a. Animal Services
 - b. Code Enforcement
 - c. Department of Public Social Services
 - d. Economic Development Agency (may include any and all individual departments under EDA)
 - e. Emergency Management Department
 - f. Fleet Services
 - g. Flood Control
 - h. Riverside University Health System (may include any and all individual departments under RUHS)
 - i. Probation
 - j. Sheriff
 - k. Transportation
 - l. Waste Management Resources

Commented [TLT188]: Melanie and Maria agree to additional language for Section 1 (A).

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

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

B. Department Specific Uniforms/Equipment

Commented [TLT189]: Melanie and Maria agree to change of language in Section B.

1. Classifications/Assignment(s) in Multiple Departments
 - A. The County shall ~~supplies provide~~ uniforms up to employees in the following classification: ~~eleven dollars (\$11.00) per month for~~
Automotive Mechanic I, II, and III,
Automotive Service Worker, ~~and~~
Equipment Parts Helper. ~~Uniforms are supplied for the class of~~
Equipment Maintenance Worker,
Maintenance Painter, ~~and for those~~
 - B. The County shall provide uniforms to employees whose primary function is water treatment or air conditioning equipment service in the following ~~class~~esifications: ~~of~~

Building Maintenance Mechanic ~~and~~
Maintenance Worker.
2. Uniforms for County Transportation Department Employees:

The County shall provide eleven (11) uniforms to Transportation Department employees in the classifications/assignments identified below. Applicability—The provisions of this agreement shall apply only to Regular employees of the Riverside County Transportation Department in the following classifications: ~~described in Attachment I.~~

ATTACHMENT I

<u>Class/Job Code</u>	<u>Classification Title</u>
66501	Bridge Crew Worker
54415	Construction Crew Cook
66502	Crew Lead Worker
97431	Engineering Technician I (Materials Lab Only)
97432	Engineering Technician II (Materials lab Only)
66511	Equipment Operator I
66512	Equipment Operator II
62931	Equipment Tire Installer
62951	Garage Attendant
62141	Gardener
66451	Heavy Equipment Mechanic
66504	Lead Bridge Crew Worker
62932	Lead Equipment Tire Installer
66582	Lead Traffic Control Painter
66592	Lead Tree Trimmer
62793	Machinist – Welder
66529	Maintenance and Construction Worker
62901	Mechanic's Helper
97453	Principal Survey Technician
97433	Senior Engineering Technician- (Materials Lab Only)
66513	Senior Equipment Operator
66455	Senior Heavy Equipment Mechanic
97382	Senior Traffic Signal Technician-
66580	Sign Maker
97452	Survey Instrument Technician
97450	Survey Technician
66506	Truck & Trailer Driver
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Transportation- Warehouse Worker I
15822	Transportation- Warehouse Worker II
66591	Tree Trimmer
66441	Truck Mechanic
62791	Welder

Commented [TT190]: Melanie and Maria agree to change classifications. This was moved from below.

~~General Provisions— Subject to the terms and conditions set forth herein, the County's Transportation Department shall provide uniforms, at no cost to the employee, to each employee assigned to a position in one of the job classifications described in Attachment I. It is the County's intent to enter~~

~~in an agreement with a uniform service to provide a total of eleven (11) uniforms to each affected employee.~~ The color and material of such uniforms shall be the same for all employees and no deviations shall be permitted unless prior written approval is granted by the Director of Transportation and Land Management Agency. The single color and material of such uniforms shall be based upon alternatives presented by the County and selected by a majority vote of the affected employees. It is further understood that:

- a) The wearing of shorts, is prohibited; and,
- b) Orange vests must be worn as required by State law and/or Departmental Policy if the selected shirt color is other than orange.

Implementation – Upon formal approval by LIUNA and the Board of Supervisors, the Transportation Department shall, pursuant to applicable County procedures, enter into an agreement with a uniform supplier it deems capable of providing the necessary uniforms and services. It is understood and agreed that the County retains sole discretion in determining the choice of uniform supplier but will, however, establish a procedure for employees to provide feedback to the Department regarding the provider's performance. The parties further understand and agree that:

- c) The initial distribution of uniforms will commence as soon as possible after approval of this agreement by both parties. It is understood that delays may be experienced in providing uniforms to employees assigned to remote work locations.
- d) Two weeks after the completion of the initial uniform distribution to all employees covered under the provisions of this agreement, such employees shall be required to wear their County supplied uniforms.
- e) The Transportation Department shall establish procedures, including procedures for employees assigned to remote locations, for the weekly exchange of soiled for laundered uniforms.
- f) The parties agree to meet within ninety (90) days after the completion of the initial uniform distribution referenced in ~~(1.) above this provision~~ to review the program. Additional meetings may be scheduled by mutual agreement of the parties.
- g) The Transportation Department reserves the right to terminate or revise this program one (1) year after its implementation if, after meeting with the Union, it is determined that it has failed to meet its objective(s) or that such cancellation or revision is in the Department's and/or employees' best interest(s).

h) Summer Dress Policy for Transportation Department Employees:

Applicability: The provisions of this agreement shall apply only to Regular employees of the Riverside County Transportation Department in the classifications described in Attachment I

General Provisions:

1. Beginning June 1 and ending September 30 of each year, employees of the Transportation Department will be permitted to wear T-Shirts to work instead of their assigned uniform shirts.
2. The Transportation Department will establish an account at a vendor and will pay all costs associated with the account set up as well as any costs associated with the set-up of the graphics that will be displayed on the T-Shirts.
3. The T-Shirts will be purchased at the employees' expense from the vendor and the employee will be responsible for cleaning the T-Shirts.
4. The T-Shirts must be a Hanes "Beefy Tee" or equivalent and the only symbol or writing permitted on the T-Shirt is the Transportation logo and employee's name (any other symbols or writing on a T-Shirt will be deemed a violation of this provision). The Transportation Department will provide the graphics for the logo to the vendor.
5. The colors of the T-Shirts will be the same color of the current uniform provided for the employees' respective work assignments (e.g., employees working in the Garage will wear the same or similar color blue T-Shirts as their blue uniforms).
6. Employees will only be permitted to wear the Transportation T-Shirts to and from work.
7. Management will monitor the condition of the T-Shirts and will reserve the right to determine when a T-Shirt is no longer fit to be worn at work.
8. All Transportation Department employees are still required to wear the appropriate uniform and/or gear while performing safety sensitive duties.

3. Uniforms - Riverside County Department of Fire Protection. The County shall provide an allowance for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee annually to be administered by the Riverside County Department of Fire Protection. ~~The employees shall not be given a money allowance, but shall be supplied with a uniform. All parts of the uniform, furnished or replaced by the County, remain the property of the County, and upon termination shall be returned to the Fire Department~~

Commented [TT191]: Melanie and Maria agree to change of language in Section 3.

~~or an appropriate amount shall be deducted from the employee's final check.~~

~~Damaged or deteriorated parts of departmentally issued or replaced uniforms, caused by normal wear or events in the line of duty, shall be repaired or replaced upon written approval by the Fire Chief or a designee.~~

The following classifications in the Riverside County Department of Fire Protection shall be entitled to uniforms:

<u>Name</u>	<u>Classification</u>	<u>Class</u>	<u>Job</u>	<u>No.</u>
<u>Representative Unit</u>				
Fire Safety Specialists		37872	Inspection & Technical	
Fire Prevention Technician		37870	Inspection & Technical	
Fire Systems Inspector		37873	Inspection & Technical	
Heavy Equipment Mechanic		66451	Trades, Crafts & Labor	
Mechanic's Helper		62901	Trades, Crafts & Labor	
Public Safety Communications Officer I		13806	Supporting Services	
Public Safety Communications Officer II		13807	Supporting Services	

~~Heavy Equipment Mechanics and Mechanic's Helpers shall not be entitled to a cleaning allowance which is allowed for other Heavy Equipment Mechanics and Mechanic's Helpers.~~

- ~~4. Probation Cleaning Allowance. Effective as soon as possible, the County shall supply uniforms for the classification of Correctional Cook-Detention, Class No. Job Code 54420, in the Probation Department. The cost of the cleaning allowance shall not exceed eight hundred dollars (\$800.00) annually which shall be absorbed within the Probation Department's target budget.~~

Commented [TT192]: Melanie and Maria agree to change of language in Section 4.

- ~~5. Animal Control. Permanent eEmployees in the Senior Animal Control Officer, Animal Control Officer, Animal License Inspector and Animal Control Trainee classes, so long as they are required to wear uniforms in the performance of their duties, will be provided five (5) uniforms, each consisting of a shirt and pants. Worn out or damaged uniforms, as determined by the Department Head, may be replaced by turning in the worn out or damaged article. All uniforms purchased by the County shall be returned by the employee upon termination.~~

Commented [TT193]: Melanie and Maria agree to change of language in Section 5.

- ~~6. RUHS - Medical Center. Permanent eEmployees working for the Riverside County Regional Medical Center in the following classifications will be provided four (4) shirts and two (2) pants unless otherwise indicated below. Worn out or damaged shirts and pants as determined by the department, may be replaced by turning in the worn out or damaged article. All shirts and pants purchased by the County shall be returned by the employee upon termination.~~

Commented [TT194]: Melanie and Maria agree to change of language in Section 6.

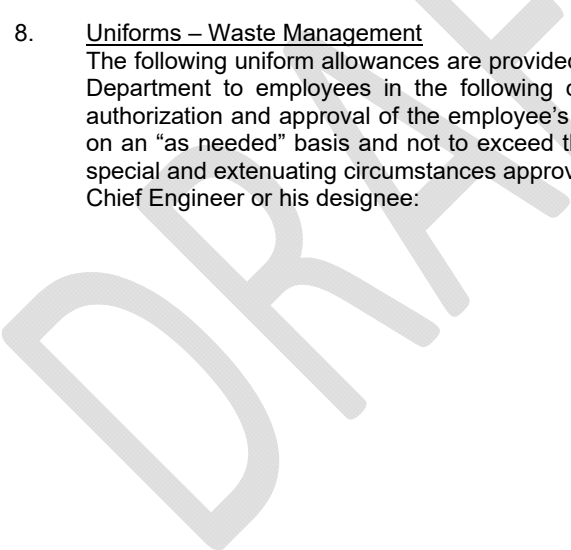
Classification _____ Job Code _____

Food Service Worker	<u>54451</u>
Senior Food Service Worker	<u>54452</u>
Cook	<u>54431</u>
Senior- Cook	<u>54432</u>
Cook Assistant	<u>54430</u>
Baker	<u>54401</u>
Coffee Shop Cook	
Supervising Cook	
Housekeeper	<u>62341</u> - shall be entitled to four (4) shirts and three (3) pants

7. ~~Uniforms – County Correctional Facilities (Trades, Crafts and Labor Unit).~~
 If uniform shirts are required to be worn by ~~bargaining unit personnel employees~~ working in a correctional facility the department shall provide three (3) shirts to each employee. The wearing of such shirts shall be mandatory. The department shall select the shirts and identifying patches. ~~All shirts purchased by the department shall be returned by the employee upon termination.~~ All employees in the classification of Coroner Technician shall have their scrubs laundered by the Sheriff's Department.

Commented [TT195]: Melanie and Maria agree to change of language in Section 7.

8. Uniforms – Waste Management
 The following uniform allowances are provided by the Waste Management Department to employees in the following classifications based on the authorization and approval of the employee's supervisor. Authorization is on an "as needed" basis and not to exceed the annual allowance without special and extenuating circumstances approved by the General Manager-Chief Engineer or his designee:



Classification	County LIUNA Job Code	Annual Allowance
Maintenance & Construction Worker	66529	\$200
Equipment Operator I & II	66511/66512	\$200
Senior Equipment Operator	66513	\$200
Landfill Safety Monitors	66575	\$220
Laborer	62202	\$200
Crew Lead Workers	66502	\$200
Haz Waste Inspector	73561/73562	\$500
Senior Haz Waste Inspector	73563	\$500
Auto Mechanic II	66411	\$200
Heavy Equipment Mechanic	66451	\$200
Senior Heavy Equipment Mechanic	66455	\$200
Truck Mechanic	66411	\$200
Mechanic Helper	62901	\$200
Equipment Parts Helper	15824	\$200
Equipment Maintenance Workers	62920	\$200

9. Waste Management Resources Department Safety Shoes. Effective July 20, 2006, as authorized by the General Manager Chief Engineer of the Waste Management Department and uUpon presentation of proof of purchase acceptable to the Department, the Department shall reimburse employees assigned to landfill operation, to a maximum of one hundred dollars (\$100.00) per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of his/her duties. Employees in the Waste Inspection Series may be reimbursed to a maximum of one hundred seventy-five dollars (\$175.00) per fiscal year.

Commented [TT196]: Moved from General Provisions Article. Melanie and Maria agree to change.

ARTICLE XXIV
TOOLS

Section 2. Tools

Commented [TT197]: Melanie and Maria agree to change in Section 2.

- A. Stolen Tools. The County-Transportation Department, Purchasing and Fleet Services Department, Waste Resources Management Department, Flood Control, Riverside County Regional Medical Center (RCRMC)RUHS Medical Center, and Sheriff's Department will provide and designate a place for the safekeeping and storage of employees' work tools. An employee in one (1) of the following classes, and assigned to the listed department who utilizes the locked storage area and whose tools are stolen will be reimbursed up to ten thousand dollars (\$10,000.00) per incident for the fair market value of the tools stolen in excess of one hundred dollars (\$100.00) provided a prompt report of the theft is made to the police:

Fleet Services
Mechanics Helper

Flood Control
Heavy Equipment Mechanic

Senior Heavy Equipment Mechanic	Mechanics Helper
Automotive Mechanic I, II, III, III-Cert	Senior Heavy Equipment Mechanic
Automotive Services Worker	Truck Mechanic
<u>Senior</u> - Automotive Mechanic	Automotive Mechanic I, II, III
	<u>Senior</u> - Automotive Mechanic

<u>RCRMCRUHS Medical Center</u>	<u>Waste Management Resources Department</u>
Maintenance Plumber	Heavy Equipment Mechanic
Maintenance Carpenter	Mechanics Helper
Maintenance Electrician	Senior Heavy Equipment Mechanic
<u>Boiler Mechanic Stationary Engineer</u>	Truck Mechanic
<u>Air Conditioning</u> Mechanic	Automotive Mechanic I, II, III
Maintenance Mechanic	<u>Senior</u> - Automotive Mechanic

<u>Transportation Department</u>	<u>Sheriff's Department</u>
Heavy Equipment Mechanic	Aircraft Mechanic
Maintenance Mechanic	
Mechanics Helper	
Senior Heavy Equipment Mechanic	
Truck Mechanic	
Machinist/Welder	
<u>Lead Machinist Welder</u>	

All tools must be marked with an appropriate identifying mark as determined by the County and listed on an inventory given by the employee to the Department Head or his designee prior to the theft in order for the employee to be entitled to the reimbursement. In any event, no employee shall lose his or her employment solely due to the theft of tools from a County facility or vehicle.

B. Tool Allowance

~~Effective July 20, 2006, [The County will provide a reimbursement allowance of two hundred and fifty dollars (\$250) per employee per calendar year for the purchase of new tools for all the above listed classifications. [Note: Details concerning reimbursement process to be worked out at a later date.]~~

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Commented [TT198]: Language clean-up.

ARTICLE XXIII
SEPARABILITY

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

ARTICLE XXIV

LABOR-MANAGEMENT COMMITTEE

The County agrees to a Labor-Management Committee(s), that will meet County-wide, as well as a Sub-Committee that will be bargaining unit specific, and will meet monthly and take up such issues as Safety, Dress Code, Working out of Classification, Parking, as well as issues of concern to County workers such as telecommuting options, flexible scheduling, work family, and job security. The Union shall be allowed no more than three (3) employees per bargaining unit to attend such meetings with release time.

Commented [TT199]: The union has requested quarterly LMC meetings to discuss current issues.

LIUNA has also agreed to Labor Management subcommittees on language clean-up of the MOU as well as other ad hoc topics.

Commented [COR200]: Added language per the TA between the parties.

ARTICLE XXV#
COMPENSATION AND BENEFIT INCREASES

Section 1. Wage Increases.

- ~~A. Effective July 11, 2013 a two percent (2%) wage increase. There will be no wage increases during the term of this contract.~~
- ~~B. Effective June 26, 2014 a two percent (2%) wage increase.~~
- ~~C. Effective June 25, 2015 a two percent (2%) wage increase.~~
- ~~D. Effective December 24, 2015 a two percent (2%) wage increase.~~

Section 2. Additional Steps to Salary Grade

- ~~A. Effective July 11, 2013 two (2) additional steps shall be added to the top of the salary grade.~~
- ~~B. Effective June 26, 2014 two (2) additional steps shall be added to the top of the salary grade.~~
- ~~C. Effective June 25, 2015 two (2) additional steps shall be added to the top of the salary grade.~~

Section 3. Flexible Benefits

- ~~A. Effective the pay period beginning November 5, 2009 (pay date of 12/2/09), the County's Flex Contribution shall increase by twenty two dollars and forty eight cents (\$22.48) per employee per month to six hundred and fifty seven dollars and eighty eight cents (\$657.88) per month (three hundred and twenty eight dollars and ninety four cents (\$328.94)/biweek for twenty four (24) biweeks/year), provided the employee is not waiving medical coverage.~~
- ~~B. In the last pay period of November of each year of this MOU (the 2012-2016 MOU), employees participating in a County offered health plan, will receive an increase in their flex benefits equal to the percent increase in the Kaiser Family rate for the County, not to exceed a total flex benefit of eight hundred and twenty three dollars (\$823.00) per month.~~

Commented [TT201]: Flex language was moved to XXI.

Commented [TT202]: See Article XXXII, per TA dated 2/27/19, fairness agreement only with SEIU.

~~In addition, for only the term of this agreement (2012 — 2016 MOU), if the management group (including elected officials) receives any additional flexible benefit credits, the value of those increases shall be given to LIUNA members on the same date and in the same increment, not to exceed the total monthly flexible benefit credit added to the management group.~~

Section 42. Other

- A. ~~Effective July 1, 2004,~~ The County will contribute one cent (\$0.01) per hour, for employees covered under the provisions of this MOU, for all regular hours compensated, to be allocated to the LIUNA Health and Safety Fund.

ARTICLE XXVIX
UNION RIGHTS

Section 1. Bulletin Boards. Space will be made available to LIUNA on departmental bulletin boards within representation unit provided such use is reasonable. Notices shall be dated and signed by a LIUNA 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 designee, reserves the right to suspend or cancel bulletin board privileges for abuse.

Section 2. Separate Payroll Deduction Code and Time Reporting Codes: The County agrees to provide LIUNA with one (1) separate payroll deduction code for insurance related deductions.

All requests for release time by the Union shall be processed by the County within a reasonable time from receipt of the request.

Release time under this provision may be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least ~~four (4)~~ two (2) weeks prior to the date of the planned activity or when the Union has knowledge of the event. In the event the union fails to provide such reasonable notice, the County may deny the request if the Employee's absence would negatively affect County services or operations.

~~Section 3. Workforce Exchange.net: Workforceexchange.net shall be made available to LIUNA for communications with its members.~~

Section 43. Worksite Access: The Union shall also be provided, upon request, a meeting room at all work locations, to conduct meetings with represented employees before and after work and during lunch periods (non-working time). Where facilities like RCRMC-RUHS exist and make impracticable the ability of employees on other floors to be able to attend a meeting due to limited lunch breaks, the County agrees to make every effort to provide additional meeting rooms to address this issue. All meetings will be scheduled through Human Resources, and, at the time the request is made the request will be granted, provided that the meeting room requested has not been previously scheduled.

~~Section 5. Consensus: The existing County Charter consensus provision of the County Labor/Management Committee shall be applicable to the LIUNA bargaining unit specific Labor/Management Committee.~~

Commented [TLT203]: Melanie and Maria to additional language if we amend language to "2 weeks or when the Union has knowledge of the event."

Commented [TLT204R203]: Amended language as requested above.

Commented [TT205]: Melanie and Maria agree to deletion.

Commented [TT206]: Melanie and Maria agree to deletion.

Section 64. Education and Training Release Time: Effective January 1, 2003, County agrees to release LIUNA represented employees for Union related education and training activities not to exceed an aggregate total of twenty (20) minutes per represented employee per calendar year. Time spent training Worksite Representatives in the grievance procedure through the providing of release time to prepare for grievances/administrative interviews and Skelly hearings, will be charged to this Article/Section.

~~Section 7. LIUNA Meeting Notices. Effective July, 2000, the County intends to distribute a bi-monthly (every two (2) months) newsletter to County employees with their County paychecks. LIUNA shall be permitted to include a notice of their membership and related meetings in such newsletter. In the event the County fails to create and distribute such newsletter, effective August 1, 2000, LIUNA shall be permitted, once each quarter (every three (3) months) to distribute a notice of membership and related meetings to its represented employees with County paychecks.~~

Commented [TT207]: Melanie and Maria agree to deletion.

Section 85. Release Time for Representatives. Up to three (3) County employees, who are members of the LIUNA Board of Directors, shall be entitled to be released on one (1) day per month for the purpose of traveling to and attending the monthly LIUNA Board of Directors meeting. Employee(s) whose regular County work site is located in or east of the Coachella Valley shall be entitled to six (6) hours of release time. The remaining representatives shall be released for three (3) hours. Any hours used to attend such Board meeting which are in excess of those provided under the provisions of this Section shall be taken without pay or charged against the appropriate representative's paid leave banks.

ARTICLE XXVIII DRESS CODES

The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. 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 MOU unless modified in accordance with the following.

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

~~ARTICLE XXXI~~ ~~VOLUNTARY UNPAID PERSONAL DAYS~~

~~Voluntary Unpaid Personal Days. Employees will be permitted to take additional unpaid personal days beyond the mandatory unpaid personal days required herein. Supervisors and managers are encouraged to approve these requests unless operational needs preclude them from doing so.~~

Commented [TT208]: Melanie and Maria agree to deletion.

ARTICLE XXVIII FAIRNESS AGREEMENT

Commented [TT209]: TA dated Feb. 27, 2019.

If, during this MOU, SEIU is given a higher valued anniversary increase, a COLA, flex benefit contribution, or additional payments on behalf of employees for benefits that are not already granted in this MOU, LIUNA shall be granted the identical increases, in the same fashion as afforded to SEIU. LIUNA agrees that this provision shall not apply to any agreement the County reaches with SEIU regarding the Nursing Bargaining Unit, or Per Diem Unit, nor to any classification and compensation changes made to SEIU classifications as a result of the normal classification and compensation study processes conducted by the County.

Commented [COR210]: Replaced "step" for "anniversary"

This provision shall expire on a date that coincides with the expiration of the 24-month MOU.

DRAFT

SIGNATURE PAGE

2019~~2~~ - 2021~~16~~

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 777

MEMORANDUM OF UNDERSTANDING

for the
Laborers' International Union
of North America Local 777

for the
County of Riverside

Stephen Switzer
Business Manager

~~Lisa M. Piña~~ Sarah M. Franco
~~Employee Relations Asst.~~ CEO/HR
Director

Signed this _____ day of _____, ~~2013~~2024, at Riverside, California
Day Month

MEMORANDUM OF UNDERSTANDING

2019 - 2024

COUNTY OF RIVERSIDE

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 777

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DEFINITIONS

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

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

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

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

CalPERS shall mean the California Public Employees Retirement System.

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

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

Discrimination Complaint filed in accordance with Board Policy C-25.

Employees The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to "regular" or "seasonal" employees as referred to in Salary Ordinance No. 440 employed by the County in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution.

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

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

MOU shall mean the Memorandum of Understanding.

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

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

Pay Period means fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act (“FLSA”) work weeks.

PERB shall mean the California Public Employment Relations Board.

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

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

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

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

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

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

Regular employee means a holder of a regular position.

RUHS shall mean the Riverside University Health System that includes the Medical Center (hospital, Inpatient Treatment Facility (“ITF”), and Emergency Treatment Services (“ETS”)), Public Health, Behavioral Health, and Care Clinics (including all clinics located within the hospital and at other community locations).

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

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

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

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

same class, or a different class allocated to the same salary plan/grade, in a different department.

Working Day means each day an employee performs their duties including weekends and holidays.

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 Laborers' International Union of North America, Local 777, (hereinafter referred to as LIUNA) as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This MOU is in effect from March 28, 2019, to midnight, October 26, 2024. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the County's Board of Supervisors.

Section 2. Successor Agreement. In the event LIUNA desires to negotiate a successor MOU, LIUNA shall serve on the County during the period of one hundred twenty (120) days to ninety (90) days prior to the expiration of the current MOU, its full and written request to commence negotiations as well as its written proposals for such successor MOU.

ARTICLE II
RECOGNITION

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

- A. Inspection & Technical
- B. Supporting Services
- C. Trades, Crafts, and Labor

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

ARTICLE III
FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is the intent of the parties that this MOU be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where the County finds it necessary to make such changes, it shall notify LIUNA 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 LIUNA requests to negotiate with the County,

the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify LIUNA of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

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

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

ARTICLE IV WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

Pay Period. The pay period shall be fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act ("FLSA") work weeks. A Department Head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different bi-weekly work period of eighty (80) hours after giving a one pay period written notice to the representative, if any, of the employees affected.

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

Section 2. Flex Work Schedules

- A. Employees in this bargaining unit may be assigned to work a 9/80, 4/10, 3/12, 6/12-1/8, 6/12-2/4 or 4/12 work schedule at the discretion of the department head as required by operational necessity. The following describes the work schedules:

9/80 schedule (four, nine-hour days per work week and one eight-hour day per pay period)

4/10 schedule (four, ten-hour days per work week)

3/12 schedule (three, twelve-hour days per work week)

6/12-1/8 schedule (three, twelve-hour days per work week and one alternating eight-hour day every other week)

6/12-2/4 schedule (three, twelve-hour days and one, four-hour day per work week)

4/12 schedule (three, twelve-hour days per work week and four, twelve-hour days every other week)

Section 3. Overtime

- A. Overtime Work Defined Overtime work is authorized work in excess of the maximum hours of the established FLSA work week or work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status. It does not include regularly scheduled work on a paid holiday.
- B. Overtime Provisions of the Fair Labor Standards Act Except as set out in paragraph C below, employees in classifications that are not exempt from the Fair Labor Standards Act (herein referred to as "FLSA") shall be compensated for overtime consistent with the Act. The Human Resources Director and County Counsel shall determine which classes of positions are exempt from the FLSA.

Exceptions:

1. Work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status shall be paid at one and one-half (1 ½) times the employee's regular rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA;
2. Work performed that qualifies for double time as outlined at Section 3(C) below, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA; and
3. Notwithstanding the above, if an overtime assignment would not result in any premium rate, the employee shall be permitted to refuse the overtime assignment.
4. All LIUNA represented employees assigned to the Sheriff's Department and Fire Communications Dispatcher: If employees in these classifications are required to work extra shifts and/or hours beyond their regular shift pattern, they shall be paid at one and one-half (1 ½) their base rate of pay for such additional time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA. To be eligible for this FLSA exception, however, the employee must actually work the entirety of their regular scheduled shift.

5. The Fire Department employees shall be paid for all overtime worked and will not be allowed to bank overtime hours as compensatory time worked.
6. Employees in the following classifications in the Transportation Department who are required to work extra shifts and/or hours beyond their regular shift pattern shall be paid at one and one half (1 ½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA:

Maintenance and Construction Worker
Equipment Operator I
Equipment Operator II
Senior Equipment Operator
Truck and Trailer Driver
Traffic Signal Technician
Senior Traffic Signal Technician
Tree Trimmer
Lead Tree Trimmer
Lead Bridge Crew Worker
Bridge Crew Worker
Senior Heavy Equipment Mechanic
Heavy Equipment Mechanic
Truck Mechanic

7. Effective December 19, 2019, employees in the following classifications in the Building and Safety Department who are asked and/or required to work extra shifts and/or hours beyond their regular shift pattern due to an emergency situation as declared by the Department or their supervisors, shall be paid at one and one half (1 ½) their regular rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA:

Building Inspector I
Building Inspector II
Land Use Technician I
Land Use Technician II
Plans Examiner I
Senior Building Inspector
Senior Land Use Technician

- a. Effective January 13, 2022 the Plans Examiner I classification was added to the above list.

8. Effective October 6, 2022, employees in the Code Enforcement Department who work extra shifts and/or hours beyond their regular shift enforcing Ordinance 858 during the fourth of July holiday shall be paid at one and one half (1 ½) times their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA (i.e. the employee would be eligible to be paid at one and one half (1 ½)

times their base rate of pay even if the employee used sick, vacation, or holiday leave accruals in the pay period).

a. An employee may be required to bank the time worked.

b. The above exception is at the discretion of the Department and is subject to available funding for enforcement of Ordinance 858.

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

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

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

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

- E. Reporting and Calculation Actual hours of overtime work shall be reported on each attendance report. The County Auditor-Controller's Office shall maintain the record of overtime credit at one and one-half (1 ½) times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.

- F. Compensation for Overtime Work Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid. Accumulated overtime credit 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. With approval of the County Executive Officer, accumulated overtime credit of one hundred twenty (120) hours or less may be paid. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid at the employee's base rate of pay at the time of termination.

- G. Overtime Compensation for Fingerprint Examiners, Forensic Technicians, Community Services Officer and Sheriff's Service Officer Any Fingerprint Examiner I, II and III, Forensic Technician I, II and III, Community Services Officer I and II, and Sheriff's Service Officers I and II shall be entitled to overtime

compensation in the following manner:

1. Overtime worked in accordance with Sections A of this article shall be compensated in either paid time or compensatory time off.
 2. Prior to the expiration of any prescribed pay period in which any such overtime has been worked, the Department Head, or a designee, may require the employee to utilize such earned compensatory time off benefits in increments of one (1) or more shifts. No such action may be taken by the Department Head unless the employee has been so notified prior to the termination of the previous working shift.
 3. At the expiration of each prescribed pay period, any such compensatory time off benefits that have not been utilized shall be accumulated in his/her compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the Department Head or a designee.
 4. Accumulated overtime credit in the "overtime bank" shall be retained until the "overtime bank" has been exhausted as provided for in Section 2F(1).
- H. Compensation Time Payment for Anesthesiology Technicians, Orthopedic Technicians, and Nursing Assistants Any Anesthesiology Technician, Orthopedic Technician, or Lead Anesthesiology Technician, working for RUHS who is a member of the Inspection and Technical Unit who has at the expiration of each prescribed pay period, any compensatory time off benefits that have not been utilized, shall be paid for such compensatory time by County Warrant, or the employee may elect to accumulate their compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the Department Head or a designee.
- I. 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 advance.
- J. Declared Natural Disaster. In the event and during the period of an officially declared disaster affecting any portion of the County of Riverside, and notwithstanding any other provision of this MOU, the following provisions shall apply:
1. Any Officer, in order to perform the work of the department 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 MOU who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
 4. The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half (1 ½) times the base rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.
- K. Limitation on Compensatory Time Worked. An employee must be paid and may not accrue compensatory time off for overtime worked when the County receives reimbursement, such as a grant or contract where the County must show payment made for the time worked to receive reimbursement. The foregoing is not intended to apply to regular overtime worked for contract cities.

Section 4. Premium Pay

- A. Standby Duty When placed by the Department Head specifically on standby duty, an employee otherwise off duty shall be paid one (1) hour 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. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee physically reports to a worksite and will resume at the completion of the call-out work. The on-call duty compensation 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 compensation shall cease at the end of the mandatory on-call shift.

"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.

B. Minimum Overtime on Call-Back

1. Physical Call-Back – Reporting to a Worksite. Except as hereinafter otherwise provided, an employee who is physically called back to work to meet an emergency on an overtime basis, whether or not he is in a standby call duty status, shall receive minimum credit for two (2) hours' work.

Any Nursing Assistant working for RUHS Medical Center or Mental Health Inpatient Treatment Facility shall be entitled to a minimum credit of two (2) hours work. Said compensation would be as an additional sum added to said employees pay and not as a credit towards compensatory time off.

2. **Call-Back – Responding Remotely.** 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 call duty status, shall receive minimum credit for two (2) hour's work at the overtime rate. If an employee should complete the work required, and subsequently be recalled during the minimum credit period, no additional compensation shall be paid for until the minimum credit period has exhausted.

- C. **Double Time** Employees in the following classifications assigned to work at RUHS or Correctional Health Services shall be eligible to receive overtime credit at two (2) times the base rate of pay for actual hours worked on an extra weekend shift.

Classification:

- Anesthesiology Technician
- Lead Anesthesiology Technician
- Medical Unit Clerk
- Orthopedic Technician
- Certified Nursing Assistant
- Health Services Assistant
- Telemetry Technicians
- Certified Medical Assistant

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

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

- D. **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. Employees who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.
2. **Evening Shift** County employees whose classes are not specifically mentioned in other sections of this Memorandum who work between the

hours of 3:00 p.m. and 11:00 p.m. shall be paid an evening differential of sixty cents (0.60¢) per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.

3. Night Shift County employees who work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of one dollar and twenty cents (\$1.20) per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.
4. Employees working for RUHS in a Nursing Assistant classification who work on a scheduled or unscheduled basis, including overtime, between the hours of:
 - a. 3:00 p.m. and 11:30 p.m. shall be paid an evening differential of sixty cents (0.60¢) per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.;
 - b. 11:00 p.m. and 7:30 a.m. shall be paid a night differential of one dollar and thirty cents (\$1.20) per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

Nursing Assistants who work outpatient clinic at RUHS shall be paid differential rates set forth in (a) and (b) above only for the hours actually worked between the hours of 5:00 p.m. and 7:00 a.m.

5. Command Post Shift Differentials. All Intake Specialists assigned to the Command Post, who otherwise qualify, shall be paid a total of one dollar twenty cents (\$1.20) per hour for all hours actually worked between 3:00 pm and 11:00 pm.

Intake Specialists assigned to the Command Post, who otherwise qualify, shall be paid one dollar and fifty cents (\$1.50) per hour for all qualifying hours actually worked between 11:00 pm to 10:00 am.

All Intake Specialists assigned to the Command Post during regular day shift hours (10:00 am – 8:00 pm) who otherwise qualify, shall receive one dollar (\$1.00) per hour for all hours actually worked between 10:00 am and 3:00 pm.

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

6. Waste Resources Department Facilities – Saturday Shift Differential. Effective December 14, 2023, employees in the Waste Resources Department whose regular bi-weekly work schedule includes a Saturday shift shall receive an hourly differential of ten dollars (\$10.00) per hour for each hour worked on a Saturday.

E. 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.

1. Eligibility Factors:

Eligibility requires use of a second language at least five (5) times per week or once per day.

2. Skill Levels

a. Definitions of Skill Levels:

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

3. Compensation

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

- a. Level 1: Forty dollars (\$40.00) per pay period (fifty cents (0.50¢) per hour)
- b. Level 2: Sixty dollars (\$60.00) per pay period (seventy-five cent (0.75¢) per hour)
- c. Level 3: Eighty dollars (\$80.00) per pay period (one dollar (\$1.00) per hour)

4. Testing Administration

Oral and written examinations will be developed with labor management and will be administered as follows:

- a. Level 1: Basic oral/reading test
- b. Level 2: Written
- c. Level 3: Complex Level Written

- d. Level 1: Administered by Human Resources Testing Center
- e. Level 2: Administered by Human Resources Testing Center
- f. Level 3: Administered by Human Resources Testing Center

5. Plan Implementation

- a. The Bilingual Pay Program, once approved by the Board of Supervisors, will be administered by Human Resources.
- b. 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.
- c. 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.
- d. Payments for employees will be pro-rated based on the hours worked. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.

F. Inconvenience Differential. Effective the first pay period in July 2012, all members of the transportation department's travel crew will receive an inconvenience stipend of one hundred dollars (\$100.00) per pay period. Travel Crew shall be defined as those employees identified by TLMA Administration that are permanently assigned to the travel crew but whose work site is temporarily transitioned to the Blythe or Thermal Yard and whose normal residence is in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters. In addition, any permanent travel crew employee who's regularly assigned headquarters are in the Blythe or Thermal Road Yard and whose normal residence is in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters shall be entitled to the same inconvenience differential at the same rate and conditions.

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

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

G. Communications Training Officer ("CTO") Differential

1. Differentials:

- a. A Fire Communications Call Taker, Fire Communications Dispatcher, Sheriff's 911 Call Taker, or Sheriff's 911 Communications Officer shall receive a 5.5% increase at the start of the next pay period following the presentation of proof by the employee of successful completion of the Public Safety Answering Point (PSAP) and radio training. If the salary range is unable to accommodate the increase, incumbents shall be placed at the maximum rate of the salary range.
 - b. A Fire Communications Call Taker, Fire Communications Dispatcher, Sheriff's 911 Call Taker, or Sheriff's 911 Communications Officer who is being compensated at less than the top of the salary range shall receive a 2.71% increase at the start of the next pay period following the employee's presentation of proof of a Commission on POST Public Safety Dispatcher's Certificate or Emergency Fire Dispatcher/Emergency Medical Dispatcher Certificate. If the salary range is unable to accommodate the increase, incumbents shall be placed at the maximum rate of the salary range.
 - c. A Fire Communications Call Taker, Fire Communications Dispatcher, Sheriff's 911 Call Taker, or Sheriff's 911 Communications Officer who is being compensated at less than the top of the salary plan/grade, and has been selected and trained as a trainer, shall receive a 2.71% increase at the start of the next pay period following the successful completion of such training. If the salary range is unable to accommodate the increase, incumbents shall be placed at the maximum rate of the salary range. Such employee shall also receive fifty cents (\$0.50) per hour worked for each hour in which he/she is actually engaged in training other Fire Communications Call Takers, Fire Communications Dispatchers, Sheriff's 911 Call Taker or Sheriff's 911 Communications Officers.
 - d. It is not the intent of this agreement to change the anniversary date for future salary increases granted by the appointing authority.
2. Selection of Communications Training Officer (CTO) (Fire and Sheriff Departments)
- a. Sheriff's 911 Call Taker or Sheriff's 911 Communications Officer II with a current POST Certificate or a Fire Communications Call Taker or Fire Communications Dispatcher II with a current EMD/EFD Certificate.
 - b. CTO candidates must have good attendance, communication skills, inter-personal skills, writing skills and the ability for self-initiated activity. CTO candidates must possess dispatch operational knowledge and overall knowledge of Department Policy and Procedures.

- c. CTO candidate's skills and performance will be reviewed by a 3-member panel prior to appointment. For the Fire Department, the panel will consist of the Emergency Command Center ("ECC") Supervisor, a Senior Fire Communications Dispatcher and the ECC Battalion Chief. For the Sheriff's Department, the panel will consist of two (2) Communications Supervisors and a current CTO. Candidates will participate in an oral evaluation conducted by the panel. The oral evaluation will include an interview and a short oral presentation on any training issue.
- d. Candidates must submit an application to the Dispatch Training Unit through the chain of command.
- e. Performance evaluations must reflect a "Meets Standards" and/or above ratings. Once CTO status is conferred, a "Meets Standards" and/or "Exceeds Standards" rating must be maintained.
- f. Applicant must attend a POST CTO Academy within a year during their assignment and successfully complete it. This requirement does not apply to the Fire Department.
- g. Applicant must maintain a "Satisfactory" rating on evaluations by the Sheriff's Dispatch Training Unit, given every six (6) months. For the Fire Department, applicants must maintain a "Satisfactory" rating on the annual performance evaluation.
- h. Approval by Commander or designee.

3. De-Selection of Communications Training Officer

- a. CTO may elect to temporarily or permanently be removed as a CTO. Memo must be submitted by CTO to the Dispatch Training Unit via chain of command.

At any time a CTO may be de-selected or removed from the CTO program for any of the following reasons.

- b. Factors that lead to de-selection or removal of CTO

- 1. Communication Skills.

- a. Numerous grammatical errors in evaluation.
- b. Verbally confrontational with co-workers, trainees, supervision.
- c. Negative presentation towards the Department or policy/procedures.

2. Relationship with others.
 - a. Lack of enthusiasm towards training.
 - b. Negative or unprofessional interaction, directly or perceived, with trainee, co-workers, or supervision; i.e. gossip, overly defensive or immature degrading remarks toward another.
 - c. Unable to work as a team player.
3. Judgment.
 - a. Decisions, which are not sound and unable to defend.
 - b. Unable to satisfactorily carry out oral or written instruction.
 - c. Unable to grasp an overall understanding of Department policy/procedure.
 - d. Breach of confidentiality.
 - e. Unable to recognize the difference between personal and professional conduct.
4. Participation.
 1. Unwillingness to accept and complete at least one assignment as a CTO in a twelve-month period.
 2. Excessive absences, leave of absence or abusive sick leave that will make the CTO unavailable to train.
5. Evaluation Ratings.
 - a. Failure to maintain a "Meets Standards" rating on the annual performance evaluation.
 - b. Failure to maintain a "Satisfactory" rating on Dispatch Training Unit Evaluation.
 1. If an unsatisfactory evaluation is received from the Training Unit, the CTO would then be placed on a three (3) month probationary period with interim evaluations. The first interim evaluation will be received within forty-five (45) days. A second interim evaluation will be received at ninety (90) days*. At the end of 90 days the

CTO will be removed from probationary status as a CTO or will be recommended for removal from the CTO program.

**This is based on CTO actively training or time can be extended.*

6. Professionalism.

- a. If a CTO is the subject of a Personnel Investigation (PERS), by the Department, the CTO's duties will be suspended upon approval of the Commander.
- b. Any CTO is subject to immediate removal based on any violation of Department General Orders and/or County Policy and Procedures, that are hazardous or severely detrimental to the well-being of the trainee; i.e. sexual harassment, hostile work environment, etc.

4. The Commander will have final review of any appointment or rejection of candidates and the de-selection of current CTO's.

H. Education Pay for Peace Officer Standards and Training (P.O.S.T.) Certification.

1. Employees in the classifications of Sheriff's 911 Call Taker, Sheriff's 911 Communications Officer I, or District Attorney Public Safety Dispatcher who possess a valid Basic, Intermediate, or Advanced P.O.S.T. certification shall receive an hourly differential for all hours actually worked as follows:
 - a. Basic P.O.S.T. Certification - equal to four percent (4%) of the employee's base hourly rate of pay paid as a differential.
 - b. Intermediate P.O.S.T. Certification - equal to seven percent (7%) of the employee's base hourly rate of pay paid as a differential.
 - c. Advanced P.O.S.T. Certification – equal to twelve percent (12%) of the employee's base hourly rate of pay paid as a differential.

The pay shall be provided the first full pay period following acquisition of the P.O.S.T. certification. In addition, to remain eligible for the P.O.S.T. Certification pay the employee must maintain certification. In the event an employee does not recertify, the pay shall cease effective the first day of the pay period following expiration of the certification.

2. Employees in the classification Sheriff 911 Communications Officer II who possess a valid Intermediate Certificate, but not an Advanced Certificate, issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate which is six percent (6%) higher than the base hourly rate of pay the employee was receiving prior to certification. If they possess a valid Advanced Certificate issued to

them by said Commission, whether or not they possess the Intermediate Certificate, they shall be compensated at a rate which is eleven percent (11%) higher than the base hourly rate of pay the employee was receiving prior to certification.

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

- a. Employees in the classification of Sheriff 911 Communications Officer II who possess a valid Basic, Intermediate, or Advanced certificate, shall receive an hour hourly differential for all hours actually worked as follows:
 1. Basic P.O.S.T. Certification – equal to four percent (4%) of the employee's base hourly rate of pay paid as a differential.
 2. Intermediate P.O.S.T. Certification – an additional one percent (1%) of the employee's base hourly rate of pay paid as a differential.
 3. Advanced P.O.S.T. Certification – an additional one percent (1%) of the employee's base hourly rate of pay paid as a differential.

The pay shall be provided the first full pay period following acquisition of the P.O.S.T. certification. In addition, to remain eligible for the P.O.S.T. certification pay the employee must maintain certification. In the event an employee does not recertify, the pay shall cease effective the first day of the pay period following expiration of the certification.

Effective October 7, 2021, in exchange for the P.O.S.T. Pay increases contemplated above, the Sheriff's Communication Officer Series shall no longer be eligible for payments pursuant to the Board of Supervisor's Policy C-26 – Hiring/Retention Bonus Program. Employees who have remaining eligibility for payments under Board Policy C-26 shall be granted a final payment on a pro rata basis from the last payment date at the appropriate rate for the current period and no further payments.

I. Education Pay for Fire Call Dispatcher (FCD) Certification.

1. Employees in the classifications of Fire Communications Call Taker, Fire Communications Dispatcher I, or Fire Communications Dispatcher II who possess a valid FCD certification shall receive an hourly differential for all

hours actually worked as follows:

- a. Basic FCD Certification – equal to four percent (4%) of the employee’s base hourly rate of pay paid as a differential.
 - b. Intermediate FCD Certification - equal to seven percent (7%) of the employee's base hourly rate of pay paid as a differential.
 - c. Advanced FCD Certification - equal to twelve percent (12%) of the employee's base hourly rate of pay paid as a differential.
2. The pay shall be provided the first full pay period following acquisition of the FCD Certification. In addition, to remain eligible for the FCD Certification pay the employee must maintain certification. In the event an employee does not recertify, the pay shall cease effective the first day of the pay period following expiration of the certification.
 3. Basic, Intermediate, and Advanced FCD Certification shall be established using an equivalency matrix with comparable education, years of experience, and training credits to that established under P.O.S.T.
- J. Detention Differential: Effective July 20, 2006, any employee in the below listed job classifications working for the County’s Facilities Management Department and assigned to a Sheriff or Probation detention facility (not including the RCRMC jail ward) shall receive a differential of one dollar (\$1.00)/hour for hours actually worked in such facilities.

Effective March 27, 2008, any employees in the job classification listed below working for the County’s Probation Department and assigned to a Probation detention facility shall receive a differential of one dollar (\$1.00)/hour for hours actually worked in such facilities.

<u>Job Code</u>	<u>Job Title</u>
62231	Maintenance Electrician
62271	Maintenance Plumber
62251	Maintenance Painter
62740	Building Maintenance Mechanic
62711	Air Conditioning Mechanic
62730	Building Maintenance Worker
62731	Senior Building Maintenance Worker
62272	Lead Maintenance Plumber
62742	Lead Maintenance Services Mechanic
62712	Lead Air Conditioning Mechanic
62232	Lead Maintenance Electrician
62341	Housekeeper
62321	Custodian

- K. Equipment Operator Skill Pay: Employees in the classifications of Equipment Operator II, or Senior Equipment Operator shall receive the following premiums:

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

L. Hazard Pay for Hazardous Waste Inspectors:

Scope. The scope of this hazard pay covers all represented full time and part time Waste Resources Department employees in the Hazardous Waste Inspector series.

Compensation. Employees in the Hazardous Waste Inspector series of the Waste Resources Department will receive seventy-five dollars (\$75.00) per month as hazard pay in recognition of the exposures and difficulties of their job.

- M. Court Callback. Notwithstanding any other provisions of this Memorandum, any LIUNA represented employee assigned to the Sheriff's Department who is called back to attend Court in relation to a matter arising from their employment relationship with the County of Riverside at a time when they are otherwise are off duty, shall receive a minimum of one (1) hour compensation at the rate of one and one-half (1 ½) the hourly base rate of pay. A shift shall not be extended for the purpose of avoiding the payment of the one (1) hour of compensation provided herein. Compensation shall cease when the employee's regular work shift begins.

ARTICLE V
PAY PRACTICES

Section 1. Step Advance

A. SALARY ADVANCE

1. It is understood that beginning July 7, 2016 and continuing thereafter, employees shall receive their step (merit) increases in two (2) step increments on their anniversary date.
2. Effective April 25, 2019 and continuing thereafter, employees shall receive their step (merit) increases in increments of one (1) step on their anniversary date.
3. Effective April 25, 2019, the bottom three (3) steps of the salary ranges for LIUNA classifications were eliminated and employees not already at step 4 were moved to the rate of the former step 4 which became the new minimum of the salary range.

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

C. Anniversary Dates:

The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of one (1) year (approximately 2080 hours) in a paid status in the position not including overtime.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid status in the position not including overtime.

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

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

D. Employees appointed to the classification of Eligibility Technician I/II:

1. Any Eligibility Technician I/II appointed on or after June 29, 2000, who successfully completes his/her Induction training shall receive a five and a half percent (5.5%) salary increase. Such salary increase, for anniversary date purposes, shall be administered as if it were a promotion. As a result, the employee's first anniversary date which involves a salary increase shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid status, not including overtime, from the date of the 5.5% salary increase described herein.

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

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

F. Two (2) pay periods before the anniversary date of each employee holding a regular position, except as to an employee compensated at the rate at the maximum of the salary range, 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 increase is allowed. 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 salary 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 (2) pay periods after said action should have been taken, and the employee shall be paid at the increased rate from the anniversary date. If the Department Head disallows such increase, they shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the Department Head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of the Department Head, which shall be made only on the basis of continued satisfactory performance in the position.

- G. Effective April 25, 2019, except as set out herein, every anniversary salary increase shall be to the rate of four percent (4%), except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range.

Section 2. New Employees

- A. The Department Head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any salary rate within the salary plan/grade if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced salary proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such higher salary than the lowest salary of the salary plan/grade, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the salary so authorized to the same or one of said higher salary, fixing the minimum initial salary on such advanced salary. The anniversary date shall be the first day of the pay period which is not less than twelve (12) months (approximately 2080 hours) in a paid status thereafter, not including overtime. When such an incumbent employee is already on that salary, their anniversary date shall not change.
- B. Notwithstanding the provisions of (A) and (B) above, there shall be up to an additional eleven percent (11%) which shall be reserved for those classifications designated as "difficult to recruit." Advancements to any salary of the pay scale shall not be automatic. They shall, instead, be granted based upon a determination by the Human Resources Director, subject to approval by the County Executive Officer, that a serious recruiting or retention problem exists for a classification(s), or that the increases granted to subordinate "difficult to recruit" classifications has created serious compaction problems, and that a percentage increase up to and including eleven percent (11%) would assist the County in recruiting and retaining

employees in that classification(s). Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented as follows:

1. Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees may be at any salary on the salary plan/grade for his/her classification up to and including a salary on the salary plan/grade established pursuant to Section 2(C) above.
2. In the event the salary granted to a newly hired employee pursuant to Sub-Section (C)(1) above exceeds that for any present permanent, regular full-time or regular part-time employee who is being compensated at the top of the salary plan/grade for that classification(s), such employee(s) shall be placed on the same salary plan/grade and salary as that granted to the new employee.
3. All other regular full-time and regular part-time employees assigned to the affected classification(s), who have completed less than one (1) year of service at the top, or at any other salary, of the salary plan/grade for that classification, may, upon a review of their qualifications and approval by the Human Resources Director, have their salary adjusted to an amount no less than the lowest salary received by a similarly qualified employee hired as the result of an open recruitment to fill a vacancy in that classification.

Notwithstanding, the paragraph above, if an employee newly hired into a "difficult to recruit" classification has less experience in the work of the classification and/or education/training applicable to the work of the classification than an incumbent employee in the same classification, the incumbent employees' wage will immediately be increased to the level of the newly hired employee.

4. Subsequent merit increases for employees not compensated at the top of the salary plan/grade(s) for the classifications affected by the provisions of this subsection may be granted pursuant to the standard procedures for salary advances as set forth in the applicable MOU. Employees may receive annual reviews as set forth in such MOU, but merit increases cannot be given beyond the top salary as set forth in this MOU.

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications no longer exist, he shall advise the County Executive Officer of his findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such classification(s). At that time, the salary for any employee compensated at a rate above that to which he or she would otherwise have been entitled shall be frozen and shall not be increased until the regular salary for the classification exceeds the rate established pursuant to the provisions described above.

Section 3. Re-employment

- A. Upon recommendation of the department head or designee and approval of the

Human Resources Director or designee, a former regular employee may be re-employed in the same classification which they previously occupied, at the same salary of the salary plan/grade as the salary applicable at the time of their termination, provided they were terminated in good standing and passed probation in that classification.

- B. Whenever a former regular employee is or has been re-employed within twelve (12) consecutive months after termination they may, on recommendation of the department head or designee and with the approval of the Human Resources Director, may be allowed restoration of previously accrued sick leave, not exceeding the amount thereof which was lost (unless the employee received sick leave payout upon retirement in which there would be no restoration of sick leave), and to earn vacation at the rate at which the employee was earning at the time of termination. The anniversary date for salary advance may be expressly fixed, limitations as provided in this MOU to allow credit for all or a portion of the applicable period of service prior to said termination.
- C. Re-employment of Retired Persons. An employee who is retired under the California Public Employees' Retirement Law ("PERL") and who is receiving retirement benefits shall not be employed or re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the PERL for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or re-employment for up nine hundred and sixty (960) hours in any fiscal year, without loss of benefits, as specified in the law. The law permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

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

Section 4. Promotion. On promotion, the salary shall be at a rate on the new salary plan/grade which is approximately five and a half percent (5.5%) higher, or immediately greater than five and a half percent (5.5%) higher, than that paid on the grade for the former position where the new grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. Approximately five and a half percent (5.5%) shall mean within ten cents (0.10¢) of five and a half percent (5.5%). The anniversary date shall be determined as if the date of promotion were the date of employment.

Section 5. Transfer. An employee who is laterally transferred shall maintain the same salary as previously paid before the transfer. The anniversary date shall not change.

Section 6. Demotion

- A. On demotion, the salary shall be at the rate of 5.5% less on the new salary plan/grade as was applicable to the previous salary plan/grade. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.
- B. Permanent employees who, within one (1) year (approximately 2080 hours) following a promotion, voluntarily demote to their previously held classification may return to the salary 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 plan/grade shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary plan/grade shall be at the rate 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.

The anniversary date shall be determined in accordance with subsection of this Article, except that the first anniversary date shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional one (1) year (approximately 2080 hours) in a paid status.

- C. The salary of an incumbent of a position reclassified to a class on a lower salary plan/grade shall not change unless such salary would exceed the maximum of the new salary plan/grade, in which event it shall be reduced to the maximum. The anniversary date shall not change.
- D. The effective date of a reclassification shall coincide with the first 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 salary 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 and eighty (480) hours or more during the life of this MOU. 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.

A. Procedure.

1. When, in the opinion of a Department Head, it is necessary for an employee to assume the duties and responsibilities of a higher level position on an on-going basis, the employee shall be advised, in writing, of the date on which such duties shall begin.
2. Within ten (10) working days of the completion of the four hundred and eighty (480) hours described in (A) above, the Department Head or designee shall meet with the employee to inform him/her whether they will continue to perform the higher level duties or resume the duties of their regular position. In the event the employee resumes their regular duties, no further action is required. In the event the employee is directed to continue performing the higher level duties, one of the following shall occur:
 - a. If the employee is performing the duties of an existing higher level vacant position, the Department shall immediately request that Human Resources conduct an examination to fill the vacancy. The employee, if qualified, shall be promoted and receive a salary adjustment pursuant to applicable provisions of this MOU. If the employee is not qualified for the position, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated for any hours worked at the higher level beyond the four hundred and eighty (480) hours referenced above, and the time of his/her return to the former assignment.
 - b. If the employee is performing the duties of a position for which there is no existing classification, the Department shall request an expedited reclassification study by the Human Resources Department. If, upon completion of the study, Human Resources determines that the duties and responsibilities of the position warrant a reclassification, the position shall be reclassified appropriately and the employee, if qualified, shall be appointed pursuant to applicable provisions of this MOU. If it is determined that the employee is not qualified, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated at a rate 5.5% above their current rate of pay or the bottom of the salary range of the new classification, whichever is greater, for any hours worked at the higher level beyond the four hundred and eighty (480) hours referenced above, and the

time of his/her return to the former assignment.

Section 10. Board Policy C-26: LIUNA agrees that the County may apply Board Policy C-26, Hiring/Retention Bonus, to any classification as deemed necessary by the County.

ARTICLE VI
GENERAL PERSONNEL PROVISIONS

(Note: Per People Soft, the hours described in this Article shall be converted to weekly or monthly equivalents.)

Section 1. Probation

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

Computation of the initial probationary period in a paid status does not include overtime, standby, on-call or military leave of absence. A regular employee who has not completed the initial probationary period serves at the pleasure of the Department Head and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this MOU.

B. Length of Initial Probation. The length of the initial probationary period is six (6) months-except:

Eligibility Technician I/II	18 months combined initial probationary period
Child Support Interviewer	12 months
Child Support Specialist	12 months
Coroner Technician	12 months
Fingerprint Examiner I	12 months
Fingerprint Examiner II	12 months
Fingerprint Technician I	12 months
Fingerprint Technician II	12 months
Forensic Technician I	12 months
Forensic Technician II	12 months
Investigative Technician I	12 months
Welfare Fraud Investigator	18 months
Public Safety Communications Officer I	18 months
Public Safety Communications Officer II	18 months
Sheriff 911 Communications Officer I	18 months
Sheriff 911 Communications Officer II	18 months
Public Defender Investigator I	12 months
Public Defender Investigator II	12 months
Sherriff's Corrections Assistant Trainee	12 months
Sherriff's Corrections Assistant I	12 months
Sherriff's Corrections Assistant II	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 eighty (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 by three (3) months with a maximum of a six (6) month extension. 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 the initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new initial probationary period for the class to which the employee promotes, demotes, or transfers. The initial probationary period 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 six (6) months (or the equivalent of the initial probationary period for those classifications where the initial probationary period exceeds six (6) months) of service in a paid status following a promotion, lateral transfer or demotion, a regular employee who held permanent status at the time of the promotion, lateral 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 salary which the employee held immediately prior to the promotion, lateral transfer or demotion, and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in previous classification at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

- F. Employment of Relatives. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; provided, however, in no instance, shall a County 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, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), or child of a domestic partner. 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 six (6) months (approximately 1040 working hours).

Section 2. Retirement

A. Public Employee's Retirement System (PERS) Contributions.

1. Any employee hired on or after July 1, 2012, or any employee who has not become vested by having paid the employee's contribution to PERS for the first five (5) years of continuous service as of July 1, 2012, will be required to pay the employee's share of the contribution (EPMC), based upon their retirement formula, for the duration of their employment.
2. Any employee who already vested after having paid the employee's contribution to PERS for the first five (5) years of continuous service prior to July 1, 2012, will be required to pay the employee's share of the contribution (EPMC), according to the following schedule:

Effective June 28, 2012 – three percent (3%)

Effective June 27, 2013 – three percent (3%)

Effective June 26, 2014 – two percent (2%)

B. Retirement Calculations.

1. Tier I – Single Highest Year. For employees hired prior to August 23, 2012 the provision of Section 20042 of the Public Employees' Retirement Law (twelve (12) consecutive months of employment) shall apply miscellaneous employee members.
2. Tier II – Three (3) Highest Year Average. For employees hired on or after August 23, 2012 the provision of Section 20037 of the Public Employees' Retirement Law (three (3) consecutive years of employment) shall apply to miscellaneous employee members.

C. Retirement Formulas.

1. Tier I - 3% @ 60. All employees covered under the provisions of this MOU hired prior to August 23, 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 21354.3 of the Public Employees Retirement Law (3% at age 60).
2. Tier II - 2% @ 60. All employees covered under the provisions of this MOU hired on or after August 23, 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 21353 of the Public Employees Retirement Law (2% at age 60).

3. Tier III – 2% @ 62. All employees covered under the provisions of this MOU hired on or after January 1, 2013 shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 7522.20 of the Public Employees Retirement Law (2% at age 62), based on Article 4. California Public Employees' Pension Reform Act of 2013.

- D. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the Public Employees' Retirement Law, an employee may elect to purchase up to four 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.

- E. Post-Retirement Survivor Allowance. Pursuant to the provisions of Sections 21624 and 21626 of the Public Employees Retirement Law, an allowance may be continued to a surviving spouse upon the death of a member after retirement.

Section 3. Mileage Reimbursement. Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Adjustments to the County rate, if any, shall be made pursuant to the IRS rate effective July 1 of each year and mileage claimed on or after that date shall be reimbursed at that new rate.

Section 4. Merit Systems/Veterans Preference. The Human Resources Administration under this MOU is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and ability. Each department head shall appoint all necessary employees allowed for their department by this MOU only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of computerized testing, written test, oral interview, performance test, rating of education, training and experience and shall take into consideration a system of veterans preference as adopted by the Board of Supervisors. The veterans preference program shall be administered by the Human Resources Director.

Section 5. County Provided Life Insurance. Effective July 1, 2002, the County shall provide life insurance, not to exceed one (1) times annual salary to a maximum of fifty thousand dollars (\$50,000), to all employees covered under the provisions of this MOU. This benefit replaces any other life insurance coverage previously provided under this MOU.

Section 6. Post Employment Health Savings Plan Voluntary Employee's Beneficiary Association (VEBA)

- A. Effective Date The plan is effective on January 1, 2007 for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that

occurs on or after December 7, 2006.

- B. Eligibility Employees are plan participants if they have five (5) or more years of County of Riverside service, and who at the time of retirement (as defined by the agreement between County of Riverside and CALPERS) are employed in a collective bargaining unit whose agreement provides for participation in the plan.
- C. Plan Benefits Participants will have a mandatory contribution made to the VEBA for qualifying leave balances as soon as administratively possible upon retirement. Qualifying leave balances include vacation, extra vacation, annual leave, and sick leave accruals, subject to the following:

Sick Leave:

- a. For participants retiring with at least five (5) but less than fifteen (15) years of service, unused accumulated sick leave shall be paid into the VEBA at the rate of fifty percent (50%) of the participant's current salary value. Under no circumstance shall payment for sick leave exceed the lesser of fifty percent (50%) of the participant's unused accumulated sick leave or nine hundred and sixty (960) hours of full pay.
- b. For participants retiring with fifteen (15) or more years of service, unused accumulated sick leave shall be paid into the VEBA at the rate of the current salary value. Under no circumstance shall payment for sick leave exceed nine hundred and sixty (960) hours of full pay.

Vacation and Other Qualifying Leave:

Unused accumulated vacation and other qualifying leave shall be paid, at the rate of the participant's current salary value into the VEBA.

Section 7. Waste Management, Flood Control District, Transportation Department and Code Enforcement Department Driver's License. Employees in the Waste Management, Flood Control District, Transportation Department and Code Enforcement Department are required to provide to the Department a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

If the change restricts the employee's ability to drive and driving is an integral part of his/her normal duties, he/she shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) days the employee has failed to have his/her license reinstated he/she will be deemed to have applied for and obtained an additional leave of absence of up to fifteen (15) calendar days, during which the Department may take action to separate employment pursuant to Article XI. Discipline, Dismissal, and Review.

Section 8. Pre-Disciplinary Memorandum. All copies of directive, corrective and corrective counseling memoranda in the working file shall be destroyed after twelve (12) months or at conclusion of review period, whichever ever one comes later provided that during

such period such employee has been free of any other directive, corrective, and/or corrective counseling notations.

Section 9. Election Poll Training. All LIUNA represented employees who participate in election poll training and services, shall do so on County time if such training and/or service occurs during the employee's regularly scheduled work hours. The release shall be at the department discretion and based on operation needs.

Section 10. Payroll.

A. Payroll Funds.

1. Payroll Funds via Pay Warrant. Employees currently receiving their payroll funds via pay warrant may continue to receive payroll in this manner until such time that the employee elects to transition to electronic deposit of payroll funds.
2. Electronic Fund Deposit of Payroll. Employees currently receiving their payroll funds by electronic deposit shall be required to continue receiving their payroll funds electronically or pay card.

Any new employees shall be required to receive their payroll funds by electronic deposit or pay card.

- B. Electronic Pay Advice. Employees who receive their payroll funds electronically shall also obtain their pay advice electronically. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice.

If an employee does not have access to a secure computer at their worksite may, upon request to their department payroll representative, receive a copy.

Section 11. Code Enforcement Officer Classifications.

- A. Employees in Code Enforcement Officer Classifications (Job Codes: Senior 33243, and II 33240), as of November 6, 2018 shall remain in Code Enforcement Officer Classifications identified with a "(D)" designation. For purposes of promotion or demotion, these employees shall be able to maintain the "(D)" designation while continuously employed in the Code Enforcement Officer classification.

1. These classifications shall be deleted once the incumbents attrite out.
2. For purposes of layoff of the Code Enforcement Officer classifications with the designation shall be considered the same classification as its non-designated counterpart.

- B. Except as provided in A of this Section, employees hired, rehired, promoted, or demoted into Code Enforcement Officer classifications shall be placed in classifications without the "(D)" designation.

The purpose of the delineation is the result of an agreement reached between the parties to allow the County to move forward with the changes sought for Code Enforcement classifications which include: job specification modifications, title changes, class inactivation, and salary adjustments to the classifications.

ARTICLE VII
LEAVE PROVISIONS

Section 1. Sick Leave

- A. Accrual. Sick Leave for all employees covered under the provisions of this agreement shall accrue at the rate of .05 times the number of hours worked (not to exceed eighty (80) hours worked) during the biweekly pay period.
1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee.
 2. Sick leave shall accrue at all times when the employee is in a paid status.
 3. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this MOU which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.
 4. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the 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 good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the Department Head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work. Employees 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.

a. 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.

b. 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. 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, for this purpose, is defined to mean the employee's spouse, child, parent, brother, or sister (including step-relatives of the same categories), domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), and child of a domestic partner. Family shall also include grandparents and/or grandchildren if the employee is the primary care giver for such.

D. Payout for Sick Leave. Upon death of an employee, and subject to the provisions of any applicable agreement between the County and the Public Employees' Retirement System, unused accumulated sick leave shall be paid as listed below (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than listed in this subsection):

1. Employee with at least five (5) but less than fifteen (15) years of continuous services shall be paid at the rate of fifty percent (50%) of the current base hourly rate at the time of death or retirement. The total payment shall not exceed a sum equal to nine hundred and sixty (960) hours of full pay.

2. Employees with fifteen (15) or more year of continuous service shall be paid at the rate of one hundred percent (100%) of the current base hourly rate at the time of death or retirement. The total payment shall not exceed a sum equal to nine hundred and sixty (960) hours of full pay.
3. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

Section 2. Pre-Retirement Cash Out of Accumulated Sick Leave. In contemplation of service retirement or disability retirement of an employee or officer the following pre-retirement cash out option is available:

- A. Effective Date. The pre-retirement cash out option is effective for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that occurs on or after December 7, 2006.
- B. Eligibility. Employees are eligible for the pre-retirement cash out option if they have five or more years of County of Riverside service, and who at the time of their election are employed in a County bargaining unit whose agreement provides for the pre-retirement cash out option.
- C. Election. Qualifying employees have a **one-time election** to cash out a portion of their accrued sick leave balances, up to the limits explained below. Such an election must be made no later than six (6) months prior to retirement (as defined by the agreement between County of Riverside and CALPERS). Notwithstanding the above, such an election may be made within six (6) months prior to retirement if the retirement occurs prior to May 9, 2007.
- D. Sick Leave Cash Out. Sick Leave balances may only be cashed out in the event of the participant's planned retirement **and** if the participant executes a valid election as described at (c) above.
 1. For employees retiring with at least five (5) but less than fifteen (15) years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of fifty percent (50%) of the employee's current salary value. The total payment shall not exceed a sum equal to 960 hours of full pay.
 2. For employees retiring with fifteen (15) or more years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of one hundred percent (100%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred and sixty (960) hours of full pay.
- E. Refund Requirement. Employees who elect a pre-retirement cash-out of accumulated sick leave under this option, but who do not subsequently retire (as defined by the agreement between County of Riverside and CALPERS) shall repay to the County of Riverside any amount of cashed-out sick-leave. If such payment is not made in a lump sum within two weeks of when the repayment becomes due then it is agreed that the remaining amount due shall be made by way of payroll

deduction. Such employees are permitted to again make a valid cash-out election no later than six (6) months prior to retirement.

- F. Forfeiture. Unused accumulated sick leave balances are forfeited in the event a participant terminates employment for any reason other than retirement.
- G. Reduction. The value of the participant's unused sick leave will be reduced by the balance of any amount owed by the participant to the County of Riverside.

Section 3. Bereavement Leave. The County agrees to allow up to five (5) working days of leave, three (3) of which will be paid and the additional two (2) 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 relations of the same categories, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child of a domestic partner, legally authorized guardian or foster parent. The County has the right to require proper documentation in support of the requested leave.

Under extenuating circumstances, and with the prior approval of the department, employees shall be permitted to take up to five (5) additional working days of leave, provided the employee has sufficient vacation time, compensatory time off, or compensatory holiday time off to cover the absence.

Section 4. Fitness for Duty. A Department Head, when in their judgment good cause exists, may request from the Human Resources Director that an employee be ordered off work until such time as the employee is able to present the Department Head with a certificate, from a physician approved by the County, 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.

The cost of the physician's visit and services will be at County expense, and the employee shall continue to be on paid Administrative Leave until such time as a physician's report is received and the employee is officially notified of the County's determination of his/her status.

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:

1. Illness or disability when sick leave has been exhausted
2. Pregnancy
3. To take a course of study which will increase the employee's usefulness on return to the County
4. Personal reasons acceptable to the authority whose approval is required

- A. Agency/department leave of absence: Agency/Department leave of absence up to four hundred and eighty (480) hours (twelve (12) weeks) in any one (1) 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 health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, or a County designed temporary modified duty and/or return to work program.

- B. Official leave of absence: A regular employee may request an Official leave of absence exceeding four hundred and eighty (480) hours, but not exceeding one (1) year (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 health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, or a County designed temporary modified duty and/or return to work program.

The Human Resources Director shall be promptly notified of the return of any

employee from an official leave of absence. The Board of Supervisors shall have the right to cancel or revoke a leave of absence previously granted.

Section 6. Jury Duty. Any employee who shall be summoned for attendance to any court for jury duty during the employee's normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury. Any employee who shall be called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if County transportation is used. Any employee designated non-exempt from Fair Labor Standards Act (FLSA) absent as a witness in a private matter shall not be entitled to be paid during such absence.

Section 7. Air Pollution Emergency. An employee unable to work on a regularly scheduled work day due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless 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 8. Abandonment/Automatic Resignation

- A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written department notification does not respond to the department and/or does not provide a satisfactory explanation for the absence; and for the employee's failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three (3) business days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers.
- B. An employee may, within ten (10) business days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. The Human Resources Director will notify the employee in writing within ten (10) business days of receipt whether the request for reinstatement has been approved. If denied by the Human Resources Director, the employee may, within ten (10) business days, appeal the decision.
 1. Appeals shall be heard by a neutral third party. The neutral third party shall make a determination on a reinstatement based upon whether the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and whether the employee is ready, able, and willing to resume the duties of the position. The neutral third party decision may be verbal or in writing.

2. Only the employee and one (1) representative and the department head or a designee and the Human Resources Director or designee shall take part in the presentation of any appeal.
3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the neutral party. The neutral party may consult with witnesses informally and otherwise investigate the controversy.
4. The judgment of the neutral shall be binding on both parties neither of which shall have the right of further appeal.
5. The judgment of the neutral shall be rendered within five (5) business days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
6. The neutral's authority shall be limited to deciding the issues submitted by the parties. The neutral shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.
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 9. Reporting Requirements. In the absence of a more stringent department policy, an employee reporting off work at the beginning of a shift for any reason shall call the employee's supervisor or designee within one (1) hour before or after the employee's scheduled starting time.

ARTICLE VIII VACATION

Section 1 Accruals.

- 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 and forty (6,240) hours) in a payroll status, eighty (80) hours (ten (10) days);

years four (4) through nine (9) (six thousand two hundred and forty-eight (6,248) through eighteen thousand seven hundred and twenty (18,720) hours) in a payroll status, one hundred twenty (120) hours (fifteen (15) days);

years ten (10) or more (eighteen thousand seven hundred and twenty-eight (18,728) hours or more) one hundred and sixty (160) hours (twenty (20) days).

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

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

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 employee who separates employment from the County shall be entitled to pay for all earned vacation as determined under the provisions of this MOU. For the purpose of this paragraph, vacation shall be deemed earned to the date of separation.
- C. One-Time Special Time Bank - Effective February 10, 2022, an additional Special Time Bank of twenty (20) vacation hours shall be established for each existing bargaining unit member covered by this MOU. These hours may only be used by the employee prior to expiration of this MOU and while employed in a LIUNA-represented classification, otherwise the hours are forfeited. This Special Time Bank shall have no cash out value and is subject to the following conditions:
 - 1. Should an employee, due to the nature of the position or operation of the department, not be granted the ability to utilize any portion of the 20 hours in the Special Time Bank under this provision, and after providing proof of their efforts to utilize the Special Time Bank to Human Resources prior to the expiration of the term of this MOU, may be granted on a case-by-case basis an extension of six months to utilize the balance of the Special Time Bank. The County may require an employee to use the hours in this Special Time Bank during FMLA/CFRA/PDL leave after exhausting sick leave and before use of regularly accrued vacation.
 - 2. Only those employed in a LIUNA-represented position during the pay period in which the Special Time Bank is implemented will receive a Special Time Bank and may only use the Special Time Bank hours while in a LIUNA-represented position.

Section 2. Pre-Retirement Cash Out of Accumulated Vacation Leave

In contemplation of service retirement or disability retirement of an employee or officer

the following pre-retirement cash out option is available:

- A. Effective Date. The pre-retirement cash out option is effective for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that occurs on or after December 7, 2006.
- B. Eligibility. Employees are eligible for the pre-retirement cash out option if they have five or more years of County of Riverside service, and who at the time of their election are employed in a County bargaining unit whose agreement provides for the pre-retirement cash out option.
- C. Election. Qualifying employees have a **one-time election** to cash out a portion of their accrued vacation leave, extra vacation, and/or annual leave balances, up to the limits explained below. Such an election must be made no later than six (6) months prior to retirement (as defined by the agreement between County of Riverside and CALPERS). Notwithstanding the above, such an election may be made within six (6) months prior to retirement if the retirement occurs prior to May 9, 2007.
- D. Vacation Cash-Out. At the employee's election, unused accumulated vacation leave shall be paid at the rate of the employee's current salary value to a maximum of four hundred and eighty (480) hours of full pay. In addition, the employee may elect to receive up to the full value of any accrued extra vacation or annual leave, which shall be paid at the rate of the employee's current salary value.
- E. Reduction. The value of the participant's unused vacation leave will be reduced by the balance of any amount owed by the participant to the County of Riverside.
- F. 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.
- G. 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.
- H. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this MOU, may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE IX
HOLIDAYS

Section 1. Paid Holidays

A. 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 such date falls on a
Sunday.

B. Qualifying Factors

1. Only regular employees in a current paid status shall be eligible for paid holidays.
2. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
3. An employee who is in an unpaid status for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

C. Payment for the Holiday

1. Working the Holiday Regular or seasonal full-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their regular rate for the time actually worked. In addition, such employee shall have a choice of:
 - a. Banking compensatory holiday time off - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at his/her regular rate of pay – not to exceed eight (8)

hours pay - for the holiday.

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

If the regular part-time employee does not have a regular shift schedule, he/she shall be receive holiday pay in an amount equivalent to the reduction in his/her regular pay for the workweek – not to exceed eight (8) hours pay - (e.g. a part-time employee with an irregular schedule who normally works twenty (20) hours per week but who, as a result of the holiday, only works sixteen (16) hours that week shall receive four (4) hours holiday pay for that week). If the regular hours of work for such employee are not reduced during the holiday week then no holiday pay is due.

4. Scheduling Holiday Compensatory Time Off Holiday compensatory time off shall be scheduled in the same manner as regular compensatory time off and shall be granted within a reasonable time following the request.
5. Special Provisions Notwithstanding the above, any employee in the class of Sheriff's 911 Communications Officer, Public Safety Communications Officer, Fingerprint Examiner, Forensic Technician, Sheriff's Service Officer, Community Services Officer, Telephone Report Unit Officer, Sheriff's 911 Call Taker, Sheriff's Records/Warrants Assistant I, Sheriff's Records/Warrants Assistant II, Sheriff's Records/Warrants Assistant III, and Senior Sheriff's Records/Warrants Assistant whose regularly scheduled working day falls on a paid holiday, and who actually works on that holiday, shall be entitled to not more than twelve (12) hours of compensation at the rate of one and one-half (1 1/2) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked. Accumulated holiday credit earned at the expiration of each prescribed pay period, upon election of the employee, may be accumulated to their accumulated holiday credit or be paid to the employee by County Warrant.

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 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 eight (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 (1) year period for any one (1) employee, nor for any employee until they have been continuously employed by the County for at least one (1) year preceding the authorization. If the employee voluntarily terminates employment with the County within one (1) year of the payment of the expenses set forth herein, the employee shall, within thirty (30) days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 5. Certificate Reimbursement – Clinical Lab/Assistants. Clinical Lab Assistants (Job Code 98546) who are required to have a State Certificate shall be reimbursed for the costs associated with obtaining and maintaining the Certificate upon providing proof of payment and completion.

ARTICLE XI
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has successfully completed an initial probationary period, and any extension, has permanent status.

Section 2. Any of the following acts of an employee who has permanent status shall be good cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons. Employees may not use leave accruals to make whole or reduce any loss in compensation while serving disciplinary action.

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
- G. Absence without leave;
- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed;
- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department.
- 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 Sexual 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 plan/grade from the existing salary to a lower salary for a specified duration of one (1) 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 or when deposited with an alternative carrier, i.e. UPS, 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 provision, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or written reprimand.
- B. Unless otherwise specified, as used in this provision, "Department Head" includes the Department Head or a designee.
- C. Department, for purpose of this provision, 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 Human Resources Director, or designee, may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director, may be exercised by a designee.

Section 2. Investigatory Leave of Absence. Pending investigation by the Department Head alleging employee misconduct, covered under Article XI of this MOU, the Department Head, with the approval of the Human Resources Director, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days with approval by the Human Resources Director. In such cases, and except for good cause as determined by the Human Resources Director, the department head will notify the employee in writing as to what specific allegations are being investigated. The Union will also be notified as to the extension only. Additional 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.

Section 3. Notice of Disciplinary Action

- A. Except for written reprimands, written notice of intent to take disciplinary action against a permanent employee 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 ten (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 arbitrator for decision, the Department Head may, with the consent of the Human Resources Director, or designee, serve on the employee and file with the Human Resources Director, or designee, an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto (i.e., second *Skelly*). The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 5. Appeals. Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Human Resources Director, or designee, within ten (10) 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 an arbitrator) agreed to by the parties. The arbitrator's decision may be verbal or in writing. The decision of the State Conciliation Service or an arbitrator shall be binding on both parties.
 - 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 arbitrator may consult with witnesses informally and otherwise investigate the controversy.
 - 4. The judgement of the arbitrator shall be binding on both parties neither of which shall have the right of further appeal.
 - 5. The arbitrator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
 - 6. The judgment of the arbitrator shall be rendered within five (5) working days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.
 - 7. The arbitrator's authority shall be limited to deciding the issues submitted

by the parties. The arbitrator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.

8. All costs for the service of the arbitrator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and 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 up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- C. The hearing shall be set by the Human Resources Director, or designee, 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 employee to attend a hearing and testify upon the written request of the employee, the Department Head, or the arbitrator, provided reasonable notice is given the department employing the employee. The arbitrator is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter or, at the request of either party, recorded on a mutually agreed upon electronic recording device. 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 base compensation or other benefits to attend the disciplinary hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.

- H. In the event an employee is not represented by LIUNA, the cost of the arbitrator only shall be shared equally by LIUNA and the County.
- 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. Within twenty one (21) business days following the hearing of the appeal, or as soon as practicable thereafter, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties. 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 MOU 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 employee shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
 - 4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the employee shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.
 - 5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
 - 6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the employee was reduced or removed from duty which results solely from the employee's request for written briefs in the arbitration proceedings. This provision will not be applicable where both parties mutually agree to submit written briefs.
 - 7. The arbitrator's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee received since the date of discharge. The employee shall supply records of such earnings.

- K. 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 upon in the conduct of serious affairs.
- L. 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.
- M. Irrelevant and unduly repetitious evidence shall be excluded.
- N. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, advocates, Management or employees of County departments involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- O. Oral evidence shall be taken only on oath or affirmation.
- P. Employees not testifying in their behalf may be called and examined as on cross-examination.
- Q. 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.
- R. 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. Discussion of Request or Complaint. It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any employee who believes that they have a justifiable request or complaint shall discuss the request or complaint with their immediate supervisor in an attempt to settle the matter.

Section 2. Grievance Definition. A "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by an employee or the Union on behalf of a specifically named employee or group of employees, arising out of a dispute by an employee or group of employees concerning the application or interpretation of the specific terms and conditions set forth in this MOU, ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- A. A grievance does not include:
- i. Matters reviewable under some other County administrative procedure.
 - ii. Matters involving 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.
 - iii. Matters involving the release of a probationary employee.
 - iv. Matters involving the termination, suspension, demotion or written reprimand or any other action taken for disciplinary reasons against a permanent employee reviewable pursuant to other provisions of this MOU or written reprimands, and any other pre-disciplinary actions.
 - v. Matters involving a departmental performance evaluation with respect to employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory or better.

Grievances shall be submitted in writing on forms supplied by the Human Resources Department.

Section 3. Freedom from Reprisal. No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with their immediate supervisor, or for the good faith filing of a grievance petition.

Section 4. Employee Representation/Union Rights. An employee is entitled to representation in the preparation and presentation of a grievance at any step in the

grievance procedure, provided an employee that is a member of a representation unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution may be represented only by the exclusive employee organization. Reasonable access to work areas by representatives of exclusive employee organizations shall be in accordance with the provisions of the of the Employee Relations Resolution and this MOU. 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 unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

Section 5. Grievance Petition Form. All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of the MOU alleged to be violated, misinterpreted or misapplied as provided under Article 15, Section 2.

Section 6. Presentation. All grievance petitions shall be filed within fifteen (15) business days after occurrence of the circumstances giving rise to the grievance, or within fifteen (15) business 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.

Section 7. Consolidation. Grievance petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

Section 8. Resolution. Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the County and the grievant. When a settlement takes place that includes monetary reimbursement for the grievant at any stage of the grievance process or via Settlement Agreement, the County agrees to provide said monies within thirty (30) calendar days from the date the agreement is reached by both parties.

Section 9. Withdrawal. Any grievance petition may be withdrawn by the grievant at any time.

Section 10. Time Limits. Grievance petitions shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the Union within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

Section 11. Resubmission. Upon consent of the person hearing the grievance petition and the Union, a petition may be resubmitted to a lower step in the grievance procedure

for reconsideration.

Section 12. Extension of Time. The time limits within which action must be taken or a decision made as specified in this procedure, may be extended by written consent of the parties.

B. PROCEDURE

Section 13. Steps. The following procedure shall be followed by the employee and the Union submitting a grievance petition:

- A. Discussion with Supervisor Prior to filing a written grievance petition within the prescribed time period, the employee shall discuss the matter with the immediate supervisor. The supervisor shall give a prompt response where it is possible to do so. The employee and the supervisor are each entitled to the presence of a silent observer to the employee-supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor:

- B. Step 1. The employee shall have fifteen (15) business days after the occurrence of the circumstances giving rise to the grievance to submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's Department Head. Within fifteen (15) business days after submission of the petition, the Department Head, or a designee, shall meet with the grievant and the employee's representative, if any. No later than fifteen (15) business days thereafter the Department Head, or a designee, shall render a written decision.

- C. Step 2. Failing to resolve the grievance at Step 1, or after the time limits set out in Step 1 above, including any agreed upon extension thereto, have expired, the grievant shall submit a written request for review within ten (10) business days following the date the Department Head, or a designee, renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) business days of the submission of the request for review. No later than ten (10) business days thereafter, the Human Resources Director, or a designee, shall render a written decision.
 - a. The parties mutually agree to initiate the processing of those grievances that contend that an employee is not correctly currently classified, otherwise commonly referred to as "working out of classification grievances" at Step 2 of the existing grievance procedure. Therefore, a grievant shall submit and file a working out of classification grievance directly with the County's Human Resources Department. All other types of grievances will continue to start at the informal and first step of the grievance procedure as currently set forth and defined in the MOU.
 - b. Accordingly, a grievant shall file a written working out of classification grievance petition within fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance to the

Human Resources Department. Within (15) working days after submission of the grievance petition, the Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any. Additionally, a member of the Human Resources Classification and Compensation Division and an available Department representative with knowledge and familiarity of the grievant's job functions, duties and assignments will also attend this meeting. No later than fifteen (15) working days thereafter, the Human Resources Director, or designee, shall render a written decision. For those "working out of classification grievances" that identify a specific existing classification to remedy the grievance, the written decision will either grant or deny the grievance.

- D. Step 3. Failing to resolve the grievance at Step 2, LIUNA may determine, on behalf of the grievant, to submit a written request for arbitration to the Human Resources Director, or designee, or a designee, within ten (10) business days following the date the Human Resources Director, or a designee, renders a decision.
- E. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner described herein. The Board of Supervisors shall either accept or reject the neutral's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the neutral's decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

Section 14. Advisory Arbitration

- A. After submission of a request for review, LIUNA and the Human Resources Director, or designee, or a designee, shall begin to select a neutral within ten (10) business days of the demand for arbitration.
- B. The parties shall maintain a jointly negotiated list of up to eleven neutrals who shall be selected by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the neutral chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the neutral.
- C. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.
- D. The expenses of the neutral, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the

arbitration hearing. Such arrangements shall be made through the Human Resources Director, or designee, with the employee's Department Head at least two (2) business days in advance of the hearing date.

- E. The location of the hearing shall be determined by mutual agreement of the parties. In the absence of such an agreement, a neutral location shall be set by the neutral.

If the issue of grievability has been raised, the neutral shall rule on that question prior to proceeding to the merits of the case. The neutral shall not decide any issue not within the statement of the issues submitted by the parties or consider remedies not requested by the grievant in his/her original petition. This includes issues or MOU Sections which have not been raised and considered at an earlier step of the grievance procedure.

- F. The neutral is limited to ruling on the issues submitted by the parties or consider remedies not requested by the grievant in the grievance petition. This includes issues which have not been raised and considered at an earlier step in the grievance procedure.

- G. The neutral shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOU, but shall determine only whether or not there has been a violation of the MOU in respect to the alleged grievance and remedy. The neutral's decision shall be based solely upon the evidence and arguments presented to him by the respective parties.

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

- I. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, 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 grievance hearing.

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

- K. Within twenty-one (21) business days following the hearing of the grievance, or as soon as thereafter as practicable, the neutral shall submit written findings of fact, conclusions of law and the decision to the parties. The decision of the neutral shall be subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil procedure.

- L. The hearing shall be a private proceeding among the County, the employee and the employee organization.

ARTICLE XIV
ANTI-STRIKE CLAUSE

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

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

ARTICLE 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 twenty one (21) calendar days during which they are 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, they shall be paid as salary the difference between the temporary disability payments due them 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, they 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.

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. Department, for the purposes of this Procedure, shall be defined as an agency, department, or district of the County which is set out in County Ordinance No. 440.
- C. Whenever more than one (1) employee in a department has the same most recent date of hire, seniority shall be determined in the following order: regular hours of County service from the most recent date of hire, seniority in classification, and seniority in the department or agency.
- D. Except as otherwise provided in this provision, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue 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 reduced 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 fourteen (14) calendar days prior to the effective date of the action. The List given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice twenty-four (24) hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:

1. The reason for layoff;
2. The effective date of the action;
3. If laid off out of seniority.

E. If an employee who has received official notice of layoff has previously held 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 (7) calendar 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 salary range nearest their present salary within the salary plan/grade of the class to which they are demoting provided such salary shall not exceed present salary.

F. The affected employee organization will be provided a copy of the final layoff list.

Section 3. Reassignment

A. An employee not expected to be laid off may in lieu of reassignment elect to be laid off and be placed on the Departmental Reinstatement List if both of the following conditions exist:

1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) business days of the effective date of the reassignment; and
2. If the new work location is more than forty (40) miles from the employee's current work location or the employee's home, whichever is closer.

B. An employee who chooses to be laid off and have their name placed on the Departmental Reinstatement List under this section shall notify the department in

writing of the decision at least three (3) business days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective. An employee who selects this option shall be placed on the Priority Referral List.

Section 4. Employment Counseling and Priority Referral 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. An employee who has been given a layoff notice and who has not exercised their bump back right or who has been laid off shall be placed on the Priority Referral List and referred first to any department requesting a recruitment for classifications from which the employees were laid off.
- B. Employees who have been given layoff notices and who have not exercised their bump back right or who has been laid off shall be placed on the Priority Referral List and referred first to departments requesting recruitments for all other classifications within LIUNA bargaining units for which the employee meets the classification and position requirements. Evaluation of qualifications shall be based on the employee's most recent resume in the County's application system.
- C. Departments are required to notify Human Resources in writing why these candidates are unacceptable before outside candidates will be referred.
- D. An employee's name shall be removed from the Priority Referral List for the following reasons:
 - a. Expiration of two (2) years from the date of placement on the Priority Referral List, or the acceptance of a regular status position with the county, whichever first occurs.
 - b. A request to the Human Resources Department to be removed from the Priority Referral List. If an employee requests to be removed, the employee may request to be placed back on the Priority Referral List prior to the expiration of two (2) years, so long as the other reasons for removal have not occurred. However, the time that the employee was voluntarily removed from the layoff list shall not toll the two (2) year expiration period.
 - c. An employee who was removed from the Priority Referral List due to accepting a regular position cannot be returned to the Priority Referral List if the employee either voluntarily or involuntarily separates from the new position (e.g., fail probation or resign within two (2) years from the date of placement on the Priority Referral List).

- E. Employees who have either been given notice of layoff or have been laid off are subject to all applicable standard recruitment and pre-employment procedures upon re-employment.

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 within the department for which he/she previously held status, provided the department is allocated any positions of such classification. The provisions of this Section do not apply to any classification from which the employee was demoted as a result of disciplinary action.
- B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
 - 1. The expiration of two (2) years from the date of placement on the list.
 - 2. Failure to report to work within seven (7) business days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
 - 3. Failure to respond within seven (7) business days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify their Department Head, in writing, of the employee's current mailing address.
 - 4. Request in writing to be removed from the list.
- D. Status on Reinstatement. Reinstatement is defined as recall by the same department, from a Departmental Reinstatement List, into a regular position. Upon reinstatement, the employee shall be entitled to:
 - 1. Restoration of all sick leave credited to the employee's account on the date of layoff.
 - 2. Continuation of seniority.
 - 3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
 - 4. Placement on the salary plan/grade at a salary which is nearest former or current pay rate, whichever is higher, with the employee's hours in the classification being the same number of hours which the employee had at

the time of layoff.

Section 6. Reemployment

Status on Reemployment. Reemployment is defined as being employed within two (2) years following layoff by the same or other department into a regular position, other than that from which the employee had reinstatement rights. If reemployed, the employee shall be entitled to:

- 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 and 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 and eighty (480) full-time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under this Article.

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

ARTICLE XVII VOLUNTARY TIME-BANK

Section 1. Any department or employee requesting to establish a Time-Bank shall follow the guidelines below:

- A. Definition of eligible employees.

Only employees in regular positions within the Inspection and Technical; Trades, Crafts and Labor; and Supporting Services Units are eligible to participate in the Riverside County Voluntary Time-bank. Employees receiving disability payments or Workers' Compensation may be eligible for a prorated Tim-Bank reimbursement such that total payments do not exceed 100% of the regular pay.

- B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to 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 may be established.

1. The Human Resources Department will establish and administer all Time-Banks. The Human Resources Department will have final discretion and approval authority over all Time-Bank requests.
2. The Department Head or employee, upon concurrence from the Human Resources Director or designee, may request establishment of a Time-Bank.
3. The Department Head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.
- 4.

An employee can only have one (1) Time-Bank established at a time.

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

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

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

1. The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one catastrophic medical condition.
2. Extension to a Voluntary Time-Bank will require a separate approval by the Human Resources Department and department head.

ARTICLE XVIII
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) business days following the date of the receipt.
 3. An employee is entitled to representation during the presentation of this appeal.
 4. The Accident Review Committee shall review the evidence and testimony presented by the employee(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 XIX
ALCOHOL AND DRUG ABUSE POLICY*

*This Policy is included for reference.

The County's Alcohol and Drug Abuse Policy can be located at the Human Resources website at <http://www.rc-hr.com/>.

- A. For reasonable cause, management may condition further employment on successful passage of a drug or alcohol test.

ARTICLE XX
DISCRIMINATION COMPLAINT PROCEDURE

The County's Harassment Policy and Complaint Procedure can be located at the Human Resources website at <http://www.rc-hr.com/>.

ARTICLE XXI
BENEFIT PROGRAM

Section 1. Flex Benefits Programs.

- A. Contributions - Retirees: The County shall contribute twenty-five dollars (\$25.00) per month on behalf of each eligible retiree, inclusive of the retiree's dependents, enrolled in one (1) of Riverside County employee medical plans, toward the payment of premiums for health insurance.
- B. Contributions – Active Employees: Any active full-time employee enrolled in a County offered medical plan, will receive a total flex benefit of eight hundred and twenty- three dollars (\$823.00) per month.
- C. Plan Selection Requirement. Employees whose last hire date is on or after November 13, 2003, will be required to select a medical plan as part of their Flexible Benefit election each year and will not have the option of waiving all medical coverage.
- D. Waiving Medical Coverage. Employees whose most recent hire date is prior to November 13, 2003 will have the option of waiving medical coverage if they provide proof of coverage under another group medical plan.

Employees electing not to take medical insurance coverage must provide evidence of medical plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another medical plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other medical coverage shall be received by the Human Resources Department within sixty (60) calendar days from date of hire, and annually during Open Enrollment.

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

- E. Employees who fail to timely elect medical coverage or properly waive medical coverage will be placed in the lowest-priced employee-only PPO medical plan available.
- F. Elimination of Cash Back of Flex Benefits Contributions. Effective in the first pay period in which the County's CalPERS health insurance plan is implemented for LIUNA represented employees, employees will not receive excess flexible benefit contributions in the form of cash. Employees who do not use the full amount of the County's flex benefit contribution will forfeit the unused amount.

G. Flex for Part-Time Employees.

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

Employees working thirty (30) to thirty-nine (39) hours per week, shall receive seventy five percent (75%) of the applicable County of Riverside Flexible Benefits Program contribution amount allotted for full-time regular employees per month per employee.

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

- H. Two Tier Medical Waiver*. Effective the first pay period in which the County's CalPERS Health Program is implemented, if the employee waives health insurance coverage, the employee will receive a taxable cash payment as follows:
 - 1. \$200.00 per month if the employee's last hire date was on or after November 13, 2003
 - 2. \$425.40 per month if the employee's last hire date was before November 13, 2003

* Waiving Medical Coverage. An employee may waive medical insurance with

adequate proof of other group qualifying medical coverage. Employee must sign a statement and provide proof that they are enrolled and covered under another group medical plan. The signed statement (Notice of Waiver form) showing other group medical coverage shall be received by the Human Resources Department within thirty (30) days following the special enrollment period due to the CalPERS transition. Thereafter, the notice of waiver and form showing other group medical coverage shall be received by the Human Resources Department within sixty (60) days of date of hire, or annually during Open Enrollment. If proof of coverage is not received the employee will not be enrolled in a medical plan and will not be eligible for the medical waiver cash payment.

- I. In addition, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored health care plan on the following basis:
 - a. Employees with family coverage: Monthly premium reduced by \$200.00
 - b. Employees with two-party coverage: Monthly premium reduced by \$50.00

This subsidy will remain in place for the duration of the MOU.

- c. Effective November 17, 2022 the County's payment of medical subsidies will increase by \$100.00 (for a total of \$300) per month for employees enrolled in family coverage and by \$25.00 (for a total \$75) per month for employees enrolled in two-party coverage.
- d. Effective January 12, 2023 employees with two-party coverage or family coverage shall receive a monthly medical subsidy of \$688.00.
- e. The medical subsidies shall have no cash value.

Section 2. Transition to CalPERS Medical (effective April 1, 2021).

- A. Effective as soon as administratively feasible in the 2021 calendar year (however, the goal is to transition by April 2021 absent any unforeseen circumstances), LIUNA represented employees shall be eligible for medical insurance in the County's CalPERS Health Program and will no longer be covered by the County's pre-existing health insurance program. Bargaining unit members shall be eligible to enroll in Exclusive Care as a health insurance option so long as Exclusive Care remains an option.
 1. Effective November 9, 2022 the last sentence in Section 2(A) above regarding Exclusive Care expired.

Section 3. Non-Work Related Disability

Effective January 1, 2007, the County shall pay sixty percent (60%) of the employee's salary through its Short Term Disability program with a cap of two thousand dollars

(\$2000) per month (maximum benefit/month) or maximum weekly benefit of four hundred and sixty one dollars and fifty four cents (\$461.54). The maximum period payable is fifty-two (52) weeks with medical approval. Short-term Disability benefits are calculated and payable on a weekly basis.

Section 4. Transition to State Disability Insurance (effective April 21, 2021).

- A. As soon as administratively possible following adoption of the MOU by the County Board of Supervisors, the County shall submit an application to the State of California for elective coverage under the California State Disability Insurance (SDI) for all LIUNA bargaining unit employees. Once approved and implemented by the State, the County will begin withholding employee contributions to SDI from employee pay checks.
- B. The County shall continue to provide and pay for the existing County Short-Term Disability plan until bargaining unit employees are eligible to receive California State Disability Insurance (SDI) benefits and will not provide Short-Term Disability benefits thereafter. The County shall not be required to provide the Short-Term Disability benefits for bargaining unit employees hired after the effective date of implementation of the California State Disability Insurance (SDI) plan.

ARTICLE XXII
UNIFORMS AND TOOLS

Section 1. Uniforms

A. General Uniform Provisions

- 1. Issuance. The County agrees to provide uniforms to employees in the departments listed below so long as the employee is required to wear uniforms in the performance of their duties:
 - a. Animal Services
 - b. Code Enforcement
 - c. Department of Public Social Services
 - d. Economic Development Agency (may include any and all individual departments under EDA)
 - e. Emergency Management Department
 - f. Fleet Services
 - g. Flood Control
 - h. Riverside University Health System (may include any and all individual departments under RUHS)
 - i. Probation
 - j. Sheriff
 - k. Transportation
 - l. Waste Management Resources

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

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

B. Department Specific Uniforms/Equipment

1. Classifications/Assignment(s) in Multiple Departments

- A. The County shall provide uniforms to employees in the following classification:

Automotive Mechanic I, II, and III
Automotive Service Worker
Equipment Parts Helper
Equipment Maintenance Worker
Maintenance Painter

- B. The County shall provide uniforms to employees whose primary function is water treatment or air conditioning equipment service in the following classifications:

Building Maintenance Mechanic
Maintenance Worker

2. Uniforms for County Transportation Department Employees:

The County shall provide eleven (11) uniforms to Transportation Department employees in the classifications/assignments identified below.

The provisions of this agreement shall apply only to Regular employees of the Riverside County Transportation Department in the following classifications:

<u>Job Code</u>	<u>Classification</u>
66501	Bridge Crew Worker
66502	Crew Lead Worker
97431	Engineering Technician I (Materials Lab Only)
97432	Engineering Technician II (Materials lab Only)
66511	Equipment Operator I
66512	Equipment Operator II
62931	Equipment Tire Installer
62951	Garage Attendant
62141	Gardener
66451	Heavy Equipment Mechanic
66504	Lead Bridge Crew Worker
62932	Lead Equipment Tire Installer
66582	Lead Traffic Control Painter
66592	Lead Tree Trimmer
62793	Machinist – Welder
66529	Maintenance and Construction Worker
62901	Mechanic’s Helper
97433	Senior Engineering Technician (Materials Lab Only)
66513	Senior Equipment Operator
66455	Senior Heavy Equipment Mechanic
97382	Senior Traffic Signal Technician
66580	Sign Maker
66506	Truck & Trailer Driver
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Transportation Warehouse Worker I
15822	Transportation Warehouse Worker II
66591	Tree Trimmer
66441	Truck Mechanic

The color and material of such uniforms shall be the same for all employees and no deviations shall be permitted unless prior written approval is granted by the Director of Transportation and Land Management Agency. The single color and material of such uniforms shall be based upon alternatives presented by the County and selected by a majority vote of the affected employees. It is further understood that:

- a) The wearing of shorts, is prohibited; and,
- b) Orange vests must be worn as required by State law and/or Departmental Policy if the selected shirt color is other than orange.

Implementation – Upon formal approval by LIUNA and the Board of Supervisors, the Transportation Department shall, pursuant to

applicable County procedures, enter into an agreement with a uniform supplier it deems capable of providing the necessary uniforms and services. It is understood and agreed that the County retains sole discretion in determining the choice of uniform supplier but will, however, establish a procedure for employees to provide feedback to the Department regarding the provider's performance. The parties further understand and agree that:

- c) The initial distribution of uniforms will commence as soon as possible after approval of this agreement by both parties. It is understood that delays may be experienced in providing uniforms to employees assigned to remote work locations.
- d) Two weeks after the completion of the initial uniform distribution to all employees covered under the provisions of this agreement, such employees shall be required to wear their County supplied uniforms.
- e) The Transportation Department shall establish procedures, including procedures for employees assigned to remote locations, for the weekly exchange of soiled for laundered uniforms.
- f) The parties agree to meet within ninety (90) days after the completion of the initial uniform distribution referenced in this provision to review the program. Additional meetings may be scheduled by mutual agreement of the parties.
- g) The Transportation Department reserves the right to terminate or revise this program one (1) year after its implementation if, after meeting with the Union, it is determined that it has failed to meet its objective(s) or that such cancellation or revision is in the Department's and/or employees' best interest(s).
- h) Summer Dress Policy for Transportation Department Employees:

Applicability: The provisions of this agreement shall apply only to Regular employees of the Riverside County Transportation Department in the classifications described in Attachment I

General Provisions:

1. Beginning June 1 and ending September 30 of each year, employees of the Transportation Department will be permitted to wear T-Shirts to work instead of their assigned uniform shirts.
2. The Transportation Department will establish an account at a vendor and will pay all costs associated with the account set up as well as any costs associated with the set-up of the graphics that will be displayed on the T-Shirts.

3. The T-Shirts will be purchased at the employees' expense from the vendor and the employee will be responsible for cleaning the T-Shirts.
 4. The T-Shirts must be a Hanes "Beefy Tee" or equivalent and the only symbol or writing permitted on the T-Shirt is the Transportation logo and employee's name (any other symbols or writing on a T-Shirt will be deemed a violation of this provision). The Transportation Department will provide the graphics for the logo to the vendor.
 5. The colors of the T-Shirts will be the same color of the current uniform provided for the employees' respective work assignments (e.g., employees working in the Garage will wear the same or similar color blue T-Shirts as their blue uniforms).
 6. Employees will only be permitted to wear the Transportation T-Shirts to and from work.
 7. Management will monitor the condition of the T-Shirts and will reserve the right to determine when a T-Shirt is no longer fit to be worn at work.
 8. All Transportation Department employees are still required to wear the appropriate uniform and/or gear while performing safety sensitive duties.
3. Uniforms - Department of Fire Protection. The County shall provide an allowance for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee annually to be administered by the Riverside County Department of Fire Protection.

The following classifications in the Riverside County Department of Fire Protection shall be entitled to uniforms:

<u>Classification</u>	<u>Job Code</u>
Fire Safety Specialists	37872
Fire Prevention Technician	37870
Fire Systems Inspector	37873
Public Safety Communications Officer I	13806
Public Safety Communications Officer II	13807

4. Probation. The County shall supply uniforms for the classification of Correctional Cook-Detention, Job Code 54420. The cost of the cleaning allowance shall not exceed eight hundred dollars (\$800.00) annually.
5. Animal Control. Employees in the Senior Animal Control Officer, Animal Control Officer, Animal License Inspector and Animal Control Trainee classes, so long as they are required to wear uniforms in the

performance of their duties, will be provided five (5) uniforms, each consisting of a shirt and pants.

6. RUHS – Medical Center. Employees working in the following classifications will be provided four (4) shirts and two (2) pants unless otherwise indicated below.

<u>Classification</u>	<u>Job Code</u>
Food Service Worker	54451
Senior Food Service Worker	54452
Cook	54431
Senior Cook	54432
Cook Assistant	54430
Baker	54401
Housekeeper	62341 shall be entitled to four (4) shirts and three (3) pants

7. County Correctional Facilities . If uniform shirts are required to be worn by employees working in a correctional facility the department shall provide three (3) shirts to each employee. The wearing of such shirts shall be mandatory. The department shall select the shirts and identifying patches. All employees in the classification of Coroner Technician shall have their scrubs laundered by the Sheriff's Department.

8. Uniforms – Waste Management
The following uniform allowances are provided by the Waste Management Department to employees in the following classifications based on the authorization and approval of the employee's supervisor. Authorization is on an "as needed" basis and not to exceed the annual allowance without special and extenuating circumstances approved by the General Manager-Chief Engineer or his designee:

Classification	Job Code	Annual Allowance
Maintenance & Construction Worker	66529	\$200
Equipment Operator I & II	66511/66512	\$200
Senior Equipment Operator	66513	\$200
Landfill Safety Monitors	66575	\$220
Laborer	62202	\$200
Crew Lead Workers	66502	\$200
Haz Waste Inspector	73561/73562	\$500
Senior Haz Waste Inspector	73563	\$500
Auto Mechanic II	66411	\$200
Heavy Equipment Mechanic	66451	\$200
Senior Heavy Equipment Mechanic	66455	\$200
Truck Mechanic	66411	\$200
Mechanic Helper	62901	\$200
Equipment Parts Helper	15824	\$200
Equipment Maintenance Workers	62920	\$200

9. Waste Management Resources Department Safety Shoes. Upon presentation of proof of purchase acceptable to the Department, the Department shall reimburse employees assigned to landfill operation, to a maximum of one hundred dollars (\$100.00) per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of his/her duties. Employees in the Waste Inspection Series may be reimbursed to a maximum of one hundred seventy-five dollars (\$175.00) per fiscal year.

Section 2. Tools

- A. Stolen Tools. The Transportation Department, Purchasing and Fleet Services Department, Waste Resources Department, Flood Control, RUHS Medical Center, and Sheriff's Department will provide and designate a place for the safekeeping and storage of employees' work tools. An employee in one (1) of the following classes, and assigned to the listed department who utilizes the locked storage area and whose tools are stolen will be reimbursed up to ten thousand dollars (\$10,000.00) per incident for the fair market value of the tools stolen in excess of one hundred dollars (\$100.00) provided a prompt report of the theft is made to the police:

Fleet Services	Flood Control
Mechanics Helper	Heavy Equipment Mechanic
Senior Heavy Equipment Mechanic	Mechanics Helper
Automotive Mechanic I, II, III, III-Cert	Senior Heavy Equipment Mechanic
Automotive Services Worker	Truck Mechanic
Senior Automotive Mechanic	Automotive Mechanic I, II, III
	Senior Automotive Mechanic
RUHS Medical Center	Waste Resources Department
Maintenance Plumber	Heavy Equipment Mechanic
Maintenance Carpenter	Mechanics Helper
Maintenance Electrician	Senior Heavy Equipment Mechanic
Stationary Engineer	Truck Mechanic
Air Conditioning Mechanic	Automotive Mechanic I, II, III
Maintenance Mechanic	Senior Automotive Mechanic
Transportation Department	Sheriff's Department
Heavy Equipment Mechanic	Aircraft Mechanic
Maintenance Mechanic	
Mechanics Helper	
Senior Heavy Equipment Mechanic	
Truck Mechanic	
Machinist/Welder	

All tools must be marked with an appropriate identifying mark as determined by the County and listed on an inventory given by the employee to the Department Head or his designee prior to the theft in order for the employee to be entitled to the reimbursement. In any event, no employee shall lose his or her employment solely due to the theft of tools from a County facility or vehicle.

B. Tool Allowance

The County will provide a reimbursement allowance of two hundred and fifty dollars (\$250) per employee per calendar year for the purchase of new tools for all the above listed classifications.

ARTICLE XXIII
SEPARABILITY

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

ARTICLE XXIV
LABOR-MANAGEMENT COMMITTEE

The County agrees to a Labor-Management Committee(s), that will meet county-wide, as well as a sub-committee. The Union shall be allowed no more than three (3) employees per bargaining unit to attend such meetings with release time.

The parties agree to establish a Joint Labor Management Committee and discuss additional substantive and non-substantive items.

The parties agree to a subcommittee on language clean-up of the MOU.

ARTICLE XXV
COMPENSATION AND BENEFIT INCREASES

Section 1. Wage Increases.

- A. Effective May 6, 2021, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two percent (2.0%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.0% increase to the maximum salary of the range is implemented will concurrently receive a 2.0% increase to their salary in order to place them at the new maximum in the salary range in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.
- B. Effective May 5, 2022, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two percent (2.0%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.0% increase to the maximum salary of the range is implemented will concurrently receive a 2.0% increase to their salary in order to place them at the new maximum in the salary range in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.
- C. Effective May 4, 2023, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two and one-half percent (2.5%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.5% increase to the maximum salary of the range is implemented will concurrently receive a 2.5% increase to their salary in order to place them at the new maximum in the salary range and in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.

Section 2. Parity Pool

Effective July 14, 2021, a one-time, one-million-dollar (\$1,000,000) parity pool will be established for the purpose of making market adjustments to the salary range of selected classifications. LIUNA and the County may advance proposed classifications for market adjustments out of the parity pool. The County and LIUNA will meet and confer on the process by which classifications are selected for study of market adjustment.

The County will utilize the standard Class & Comp market survey procedure and comparable jurisdictions.

Section 3. Minimum Salary Market Adjustment

Effective the first full pay period after July 14, 2022, the County will adjust the minimum salary ranges of LIUNA classifications, as identified by the County, at a percentage to be determined by a future market study. Utilizing the minimum salary of comparable classifications of comparable jurisdictions, the minimum salary of the classification's range will be increased to equal the median of the minimum salary of the comparable market. The adjustment would entail surveying the most populous LIUNA represented classifications to determine an average percentage the classifications are behind market and applying an across the board recommendation to the minimum salaries. If an employee's salary is less than the new minimum salary of the range for their classification at the beginning of the pay period in which the market adjustment is implemented, that employee's salary shall concurrently receive an increase to an amount that equals the new minimum salary for the classification's salary range and in which case the employee's anniversary date will be the first day of that same pay period.

Market adjustments under this section shall not be paid from the one-time parity pool identified above.

Section 4. Retention Bonus

Employees who are at the maximum salary of the salary range for their classification as of April 8, 2021 will receive a one-time lump sum stipend of seven-hundred and fifty dollars (\$750.00). Employees who are not at the maximum of the salary range for their classification as of April 8, 2021 are not eligible for this one-time lump sum stipend. The stipend will be paid two full pay periods after April 8, 2021.

Section 5. Other

- A. The County will contribute one cent (\$0.01) per hour, for employees covered under the provisions of this MOU, for all regular hours compensated, to be allocated to the LIUNA Health and Safety Fund.

ARTICLE XXVI
UNION RIGHTS

Section 1. Bulletin Boards. Space will be made available to LIUNA on departmental bulletin boards within representation unit provided such use is reasonable. Notices shall be dated and signed by a LIUNA 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 designee, reserves the right to suspend or cancel bulletin board privileges for abuse.

Section 2. Separate Payroll Deduction Code and Time Reporting Codes. The County agrees to provide LIUNA with one (1) separate payroll deduction code for insurance related deductions.

All requests for release time by the Union shall be processed by the County within a reasonable time from receipt of the request.

Release time under this provision may be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least ~~four (4)~~ two (2) weeks prior to the date of the planned activity or when the Union has knowledge of the event. In the event the union fails to provide such reasonable notice, the County may deny the request if the Employee's absence would negatively affect County services or operations.

Section 3. Worksite Access. The Union shall also be provided, upon request, a meeting room at all work locations, to conduct meetings with represented employees before and after work and during lunch periods (non-working time). Where facilities like RUHS exist and make impracticable the ability of employees on other floors to be able to attend a meeting due to limited lunch breaks, the County agrees to make every effort to provide additional meeting rooms to address this issue. All meetings will be scheduled through Human Resources, and, at the time the request is made the request will be granted, provided that the meeting room requested has not been previously scheduled.

Section 4. Education and Training Release Time: Effective January 1, 2003, County agrees to release LIUNA represented employees for Union related education and training activities not to exceed an aggregate total of twenty (20) minutes per represented employee per calendar year. Time spent training Worksite Representatives in the grievance procedure through the providing of release time to prepare for grievances/administrative interviews and Skelly hearings, will be charged to this Article/Section.

Section 5. Release Time for Representatives. Up to three (3) County employees, who are members of the LIUNA Board of Directors, shall be entitled to be released on one (1) day per month for the purpose of traveling to and attending the monthly LIUNA Board of Directors meeting. Employee(s) whose regular County work site is located in or east of the Coachella Valley shall be entitled to six (6) hours of release time. The remaining representatives shall be released for three (3) hours. Any hours used to attend such Board meeting which are in excess of those provided under the provisions of this Section shall be taken without pay or charged against the appropriate representative's

paid leave banks.

ARTICLE XXVII
DRESS CODES

The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. 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 MOU unless modified in accordance with the following.

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

ARTICLE XXVIII
FAIRNESS AGREEMENT

If, during this MOU, SEIU is given a higher valued merit increase, a COLA, flex benefit contribution, or additional payments on behalf of employees for benefits that are not already granted in this MOU, LIUNA shall be granted the identical increases, in the same fashion as afforded to SEIU. LIUNA agrees that this provision shall not apply to any agreement the County reaches with SEIU regarding the Nursing Bargaining Unit, or Per Diem Unit, nor to any classification and compensation changes made to SEIU classifications as a result of the normal classification and compensation study processes conducted by the County.

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

SIGNATURE PAGE

2019 - 2024

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 777

MEMORANDUM OF UNDERSTANDING

for the
Laborers' International Union
of North America Local 777

for the
County of Riverside

Victor Gordo
Business Manager

Sarah M. Franco
Assistant County Executive
Officer/HR Director

Signed this _____ day of _____, 2024, at Riverside, California
Day Month

MEMORANDUM OF UNDERSTANDING

2019 - ~~2021~~2024

COUNTY OF RIVERSIDE

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 777

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DEFINITIONS

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

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

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

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

CalPERS shall mean the California Public Employees Retirement System.

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

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

Discrimination Complaint filed in accordance with Board Policy C-25.

Employees The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to "regular" or "seasonal" employees as referred to in Salary Ordinance No. 440 employed by the County in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution.

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

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

MOU shall mean the Memorandum of Understanding.

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

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

Pay Period means fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act ("FLSA") work weeks.

PERB shall mean the California Public Employment Relations Board.

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

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

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

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

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

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

Regular employee means a holder of a regular position.

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

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

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

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

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

same class, or a different class allocated to the same salary plan/grade, in a different department.

Working Day means each day an employee performs their duties including weekends and holidays.

DRAFT

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 Laborers' International Union of North America, Local 777, (hereinafter referred to as LIUNA) as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This MOU is in effect from March 28, 2019, to midnight, ~~October 26, 2024~~March 28, 2024. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the County's Board of Supervisors.

Section 2. Successor Agreement. In the event LIUNA desires to negotiate a successor MOU, LIUNA shall serve on the County during the period of one hundred twenty (120) days to ninety (90) days prior to the expiration of the current MOU, its full and written request to commence negotiations as well as its written proposals for such successor MOU.

ARTICLE II
RECOGNITION

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

- A. Inspection & Technical
- B. Supporting Services
- C. Trades, Crafts, and Labor

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

ARTICLE III
FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is the intent of the parties that this MOU be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where the County finds it necessary to make such changes, it shall notify LIUNA 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 LIUNA requests to negotiate with the County,

the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify LIUNA of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

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

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

ARTICLE IV
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

Pay Period. The pay period shall be fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act ("FLSA") work weeks. A Department Head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different bi-weekly work period of eighty (80) hours after giving a one pay period written notice to the representative, if any, of the employees affected.

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

Section 2. Flex Work Schedules

- A. Employees in this bargaining unit may be assigned to work a 9/80, 4/10, 3/12, 6/12-1/8, 6/12-2/4 or 4/12 work schedule at the discretion of the department head as required by operational necessity. The following describes the work schedules:

9/80 schedule (four, nine-hour days per work week and one eight-hour day per pay period)

4/10 schedule (four, ten-hour days per work week)

3/12 schedule (three, twelve-hour days per work week)

6/12-1/8 schedule (three, twelve-hour days per work week and one alternating eight-hour day every other week)

6/12-2/4 schedule (three, twelve-hour days and one, four-hour day per work week)

4/12 schedule (three, twelve-hour days per work week and four, twelve-hour days every other week)

Section 3. Overtime

- A. Overtime Work Defined Overtime work is authorized work in excess of the maximum hours of the established FLSA work week or work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status. It does not include regularly scheduled work on a paid holiday.
- B. Overtime Provisions of the Fair Labor Standards Act Except as set out in paragraph C below, employees in classifications that are not exempt from the Fair Labor Standards Act (herein referred to as "FLSA") shall be compensated for overtime consistent with the Act. The Human Resources Director and County Counsel shall determine which classes of positions are exempt from the FLSA.

Exceptions:

1. Work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status shall be paid at one and one-half (1 ½) times the employee's regular rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA;
2. Work performed that qualifies for double time as outlined at Section 3(C) below, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA; and
3. Notwithstanding the above, if an overtime assignment would not result in any premium rate, the employee shall be permitted to refuse the overtime assignment.
4. All LIUNA represented employees assigned to the Sheriff's Department and Fire Communications Dispatcher: If employees in these classifications are required to work extra shifts and/or hours beyond their regular shift pattern, they shall be paid at one and one-half (1 ½) their base rate of pay for such additional time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA. To be eligible for this FLSA exception, however, the employee must actually work the entirety of their regular scheduled shift.

5. The Fire Department employees shall be paid for all overtime worked and will not be allowed to bank overtime hours as compensatory time worked.

6. Employees in the following classifications in the Transportation Department who are required to work extra shifts and/or hours beyond their regular shift pattern shall be paid at one and one half (1 ½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA:

Maintenance and Construction Worker
Equipment Operator I
Equipment Operator II
Senior Equipment Operator
Truck and Trailer Driver
Traffic Signal Technician
Senior Traffic Signal Technician
Tree Trimmer
Lead Tree Trimmer
Lead Bridge Crew Worker
Bridge Crew Worker
Senior Heavy Equipment Mechanic
Heavy Equipment Mechanic
Truck Mechanic

7. Effective December 19, 2019, employees in the following classifications in the Building and Safety Department who are asked and/or required to work extra shifts and/or hours beyond their regular shift pattern due to an emergency situation as declared by the Department or their supervisors, shall be paid at one and one half (1 ½) their regular rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA:

Building Inspector I
Building Inspector II
Land Use Technician I
Land Use Technician II
Plans Examiner I
Senior Building Inspector
Senior Land Use Technician

a. Effective January 13, 2022 the Plans Examiner I classification was added to the above list.

8. Effective October 6, 2022, employees in the Code Enforcement Department who work extra shifts and/or hours beyond their regular shift enforcing Ordinance 858 during the fourth of July holiday shall be paid at one and one half (1 ½) times their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA (i.e. the employee would be eligible to be paid at one and one half (1 ½)

Commented [COR1]: Language added pursuant to the parties side letter:

<https://rc-hr.com/files/migrated/Portals/2/LaborRelations/LIUNA%20Code%20Enforcement%204th%20of%20July%20Extra%20Pay%20Sideletter%20Signed%2010.5.22.pdf>

times their base rate of pay even if the employee used sick, vacation, or holiday leave accruals in the pay period).

a. An employee may be required to bank the time worked.

b. The above exception is at the discretion of the Department and is subject to available funding for enforcement of Ordinance 858.

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

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

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

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

- E. Reporting and Calculation Actual hours of overtime work shall be reported on each attendance report. The County Auditor-Controller's Office shall maintain the record of overtime credit at one and one-half (1 ½) times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.

- F. Compensation for Overtime Work Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid. Accumulated overtime credit 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. With approval of the County Executive Officer, accumulated overtime credit of one hundred twenty (120) hours or less may be paid. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid at the employee's base rate of pay at the time of termination.

- G. Overtime Compensation for Fingerprint Examiners, Forensic Technicians, Community Services Officer and Sheriff's Service Officer Any Fingerprint Examiner I, II and III, Forensic Technician I, II and III, Community Services Officer I and II, and Sheriff's Service Officers I and II shall be entitled to overtime

compensation in the following manner:

1. Overtime worked in accordance with Sections A of this article shall be compensated in either paid time or compensatory time off.
2. Prior to the expiration of any prescribed pay period in which any such overtime has been worked, the Department Head, or a designee, may require the employee to utilize such earned compensatory time off benefits in increments of one (1) or more shifts. No such action may be taken by the Department Head unless the employee has been so notified prior to the termination of the previous working shift.
3. At the expiration of each prescribed pay period, any such compensatory time off benefits that have not been utilized shall be accumulated in his/her compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the Department Head or a designee.
4. Accumulated overtime credit in the "overtime bank" shall be retained until the "overtime bank" has been exhausted as provided for in Section 2F(1).

H. Compensation Time Payment for Anesthesiology Technicians, Orthopedic Technicians, and Nursing Assistants Any Anesthesiology Technician, Orthopedic Technician, or Lead Anesthesiology Technician, working for RUHS who is a member of the Inspection and Technical Unit who has at the expiration of each prescribed pay period, any compensatory time off benefits that have not been utilized, shall be paid for such compensatory time by County Warrant, or the employee may elect to accumulate their compensatory time off benefits up to a maximum of one hundred twenty (120) hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the Department Head or a designee.

I. 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 advance.

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

1. Any Officer, in order to perform the work of the department 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 MOU who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
 4. The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half (1 ½) times the base rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.
- K. Limitation on Compensatory Time Worked. An employee must be paid and may not accrue compensatory time off for overtime worked when the County receives reimbursement, such as a grant or contract where the County must show payment made for the time worked to receive reimbursement. The foregoing is not intended to apply to regular overtime worked for contract cities.

Section 4. Premium Pay

- A. Standby Duty When placed by the Department Head specifically on standby duty, an employee otherwise off duty shall be paid one (1) hour 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. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee physically reports to a worksite and will resume at the completion of the call-out work. The on-call duty compensation 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 compensation shall cease at the end of the mandatory on-call shift.

"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.

B. Minimum Overtime on Call-Back

1. Physical Call-Back – Reporting to a Worksite. Except as hereinafter otherwise provided, an employee who is physically called back to work to meet an emergency on an overtime basis, whether or not he is in a standby call duty status, shall receive minimum credit for two (2) hours' work.

Any Nursing Assistant working for RUHS -Medical Center or Mental Health Inpatient Treatment Facility shall be entitled to a minimum credit of two (2) hours work. Said compensation would be as an additional sum added to said employees pay and not as a credit towards compensatory time off.

2. Call-Back – Responding Remotely. 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 call duty status, shall receive minimum credit for two (2) hour's work at the overtime rate. If an employee should complete the work required, and subsequently be recalled during the minimum credit period, no additional compensation shall be paid for until the minimum credit period has exhausted.

C. Double Time Employees in the following classifications assigned to work at RUHS or Correctional Health Services shall be eligible to receive overtime credit at two (2) times the base rate of pay for actual hours worked on an extra weekend shift.

Classification:

4.

- Anesthesiology Technician
- Lead Anesthesiology Technician
- Medical Unit Clerk
- Orthopedic Technician
- Certified Nursing Assistant
- Health Services Assistant
- Telemetry Technicians
- Certified Medical Assistant

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

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

D. 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. Employees who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.
2. Evening Shift County employees whose classes are not specifically mentioned in other sections of this Memorandum who work between the

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hours of 3:00 p.m. and 11:00 p.m. shall be paid an evening differential of sixty cents (0.60¢) per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.

3. Night Shift County employees who work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of one dollar and twenty cents (\$1.20) per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.
4. Employees working for RUHS in a Nursing Assistant classification who work on a scheduled or unscheduled basis, including overtime, between the hours of:
 - a. 3:00 p.m. and 11:30 p.m. shall be paid an evening differential of sixty cents (0.60¢) per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.;
 - b. 11:00 p.m. and 7:30 a.m. shall be paid a night differential of one dollar and thirty cents (\$1.20) per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

Nursing Assistants who work outpatient clinic at RUHS shall be paid differential rates set forth in (a) and (b) above only for the hours actually worked between the hours of 5:00 p.m. and 7:00 a.m.

5. Command Post Shift Differentials. All Intake Specialists assigned to the Command Post, who otherwise qualify, shall be paid a total of one dollar twenty cents (\$1.20) per hour for all hours actually worked between 3:00 pm and 11:00 pm.

5.

Intake Specialists assigned to the Command Post, who otherwise qualify, shall be paid one dollar and fifty cents (\$1.50) per hour for all qualifying hours actually worked between 11:00 pm to 10:00 am.

All Intake Specialists assigned to the Command Post during regular day shift hours (10:00 am – 8:00 pm) who otherwise qualify, shall receive one dollar (\$1.00) per hour for all hours actually worked between 10:00 am and 3:00 pm.

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

6. Waste Resources Department Facilities – Saturday Shift Differential. Effective December 14, 2023, employees in the Waste Resources Department whose regular bi-weekly work schedule includes a Saturday shift shall receive an hourly differential of ten dollars (\$10.00) per hour for each hour worked on a Saturday.

Commented [COR2]: Language added pursuant to the parties side letter: <https://rc-hr.com/files/users/user81/Side%20Letter%20to%20LIUNA%202020-2024%20MOU%20Waste%20Resources%20Department%20-%20Saturday%20Shift%20Differential.pdf>

County proposes to add the effective date of the side letter to the language.

E. 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.

1. Eligibility Factors:

Eligibility requires use of a second language at least five (5) times per week or once per day.

2. Skill Levels

a. Definitions of Skill Levels:

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

3. Compensation

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

- a. Level 1: Forty dollars (\$40.00) per pay period (fifty cents (0.50¢) per hour)
- b. Level 2: Sixty dollars (\$60.00) per pay period (seventy-five cent (0.75¢) per hour)
- c. Level 3: Eighty dollars (\$80.00) per pay period (one dollar (\$1.00) per hour)

4. Testing Administration

Oral and written examinations will be developed with labor management and will be administered as follows:

- a. Level 1: Basic oral/reading test
- b. Level 2: Written
- c. Level 3: Complex Level Written

- d. Level 1: Administered by Human Resources Testing Center
- e. Level 2: Administered by Human Resources Testing Center
- f. Level 3: Administered by Human Resources Testing Center

5. Plan Implementation

- a. The Bilingual Pay Program, once approved by the Board of Supervisors, will be administered by Human Resources.
- b. 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.
- c. 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.
- d. Payments for employees will be pro-rated based on the hours worked. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.

- F. Inconvenience Differential. Effective the first pay period in July 2012, all members of the transportation department's travel crew will receive an inconvenience stipend of one hundred dollars (\$100.00) per pay period. Travel Crew shall be defined as those employees identified by TLMA Administration that are permanently assigned to the travel crew but whose work site is temporarily transitioned to the Blythe or Thermal Yard and whose normal residence is in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters. In addition, any permanent travel crew employee who's regularly assigned headquarters are in the Blythe or Thermal Road Yard and whose normal residence is in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters shall be entitled to the same inconvenience differential at the same rate and conditions.

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

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

- G. Communications Training Officer ("CTO") Differential

1. Differentials:

- a. A Fire Communications Call Taker, Fire Communications Dispatcher, Sheriff's 911 Call Taker, or Sheriff's 911 Communications Officer shall receive a 5.5% increase) at the start of the next pay period following the presentation of proof by the employee of successful completion of the Public Safety Answering Point (PSAP) and radio training. If the salary range is unable to accommodate the increase, incumbents shall be placed at the maximum rate of the salary range.
- b. A Fire Communications Call Taker, Fire Communications Dispatcher, Sheriff's 911 Call Taker, or Sheriff's 911 Communications Officer who is being compensated at less than the top of the salary range shall receive a 2.71% increase at the start of the next pay period following the employee's presentation of proof of a Commission on POST Public Safety Dispatcher's Certificate or Emergency Fire Dispatcher/Emergency Medical Dispatcher Certificate. If the salary range is unable to accommodate the increase, incumbents shall be placed at the maximum rate of the salary range.
- c. A Fire Communications Call Taker, Fire Communications Dispatcher, Sheriff's 911 Call Taker, or Sheriff's 911 Communications Officer who is being compensated at less than the top of the salary plan/grade, and has been selected and trained as a trainer, shall receive a 2.71% increase at the start of the next pay period following the successful completion of such training. If the salary range is unable to accommodate the increase, incumbents shall be placed at the maximum rate of the salary range. Such employee shall also receive fifty cents (\$0.50) per hour worked for each hour in which he/she is actually engaged in training other Fire Communications Call Takers, Fire Communications Dispatchers, Sheriff's 911 Call Taker or Sheriff's 911 Communications Officers.
- d. It is not the intent of this agreement to change the anniversary date for future salary increases granted by the appointing authority.

2. Selection of Communications Training Officer (CTO) (Fire and Sheriff Departments)

- a. Sheriff's 911 Call Taker or Sheriff's 911 Communications Officer II with a current POST Certificate or a Fire Communications Call Taker or Fire Communications Dispatcher II with a current EMD/EFD Certificate.
- b. CTO candidates must have good attendance, communication skills, inter-personal skills, writing skills and the ability for self-initiated activity. CTO candidates must possess dispatch operational

Commented [COR3]: Language added pursuant to the parties side letter:

https://media.rivcocob.org/proceeds/2021/p2021_10_05_files/03.10001.pdf

knowledge and overall knowledge of Department Policy and Procedures.

- c. CTO candidate's skills and performance will be reviewed by a 3-member panel prior to appointment. For the Fire Department, the panel will consist of the Emergency Command Center ("ECC") Supervisor, a Senior Fire Communications Dispatcher and the ECC Battalion Chief. For the Sheriff's Department, the panel will consist of two (2) Communications Supervisors and a current CTO. Candidates will participate in an oral evaluation conducted by the panel. The oral evaluation will include an interview and a short oral presentation on any training issue.
- d. Candidates must submit an application to the Dispatch Training Unit through the chain of command.
- e. Performance evaluations must reflect a "Meets Standards" and/or above ratings. Once CTO status is conferred, a "Meets Standards" and/or "Exceeds Standards" rating must be maintained.
- f. Applicant must attend a POST CTO Academy within a year during their assignment and successfully complete it. This requirement does not apply to the Fire Department.
- g. Applicant must maintain a "Satisfactory" rating on evaluations by the Sheriff's Dispatch Training Unit, given every six (6) months. For the Fire Department, applicants must maintain a "Satisfactory" rating on the annual performance evaluation.
- h. Approval by Commander or designee.

3. De-Selection of Communications Training Officer

- a. CTO may elect to temporarily or permanently be removed as a CTO. Memo must be submitted by CTO to the Dispatch Training Unit via chain of command.

At any time a CTO may be de-selected or removed from the CTO program for any of the following reasons.

b. Factors that lead to de-selection or removal of CTO

- 1. Communication Skills.
 - a. Numerous grammatical errors in evaluation.
 - b. Verbally confrontational with co-workers, trainees, supervision.

- c. Negative presentation towards the Department or policy/procedures.
- 2. Relationship with others.
 - a. Lack of enthusiasm towards training.
 - b. Negative or unprofessional interaction, directly or perceived, with trainee, co-workers, or supervision; i.e. gossip, overly defensive or immature degrading remarks toward another.
 - c. Unable to work as a team player.
- 3. Judgment.
 - a. Decisions, which are not sound and unable to defend.
 - b. Unable to satisfactorily carry out oral or written instruction.
 - c. Unable to grasp an overall understanding of Department policy/procedure.
 - d. Breach of confidentiality.
 - e. Unable to recognize the difference between personal and professional conduct.
- 4. Participation.
 - 1. Unwillingness to accept and complete at least one assignment as a CTO in a twelve-month period.
 - 2. Excessive absences, leave of absence or abusive sick leave that will make the CTO unavailable to train.
- 5. Evaluation Ratings.
 - a. Failure to maintain a "Meets Standards" rating on the annual performance evaluation.
 - b. Failure to maintain a "Satisfactory" rating on Dispatch Training Unit Evaluation.
 - 1. If an unsatisfactory evaluation is received from the Training Unit, the CTO would then be placed on a three (3) month probationary period with interim evaluations. The first interim evaluation

will be received within forty-five (45) days. A second interim evaluation will be received at ninety (90) days*. At the end of 90 days the CTO will be removed from probationary status as a CTO or will be recommended for removal from the CTO program.

**This is based on CTO actively training or time can be extended.*

6. Professionalism.
 - a. If a CTO is the subject of a Personnel Investigation (PERS), by the Department, the CTO's duties will be suspended upon approval of the Commander.
 - b. Any CTO is subject to immediate removal based on any violation of Department General Orders and/or County Policy and Procedures, that are hazardous or severely detrimental to the well-being of the trainee; i.e. sexual harassment, hostile work environment, etc.
4. The Commander will have final review of any appointment or rejection of candidates and the de-selection of current CTO's.

H. Education Pay for Peace Officer Standards and Training (P.O.S.T.) Certification~~P.O.S.T. Certificate Pay.~~

1. Employees in the classifications of Sheriff's 911 Call Taker, Sheriff's 911 Communications Officer I, or District Attorney Public Safety Dispatcher who possess a valid Basic, Intermediate, or Advanced P.O.S.T. certification shall receive an hourly differential for all hours actually worked as follows:

- a. Basic P.O.S.T. Certification - equal to four percent (4%) of the employee's base hourly rate of pay paid as a differential.
- b. Intermediate P.O.S.T. Certification - equal to seven percent (7%) of the employee's base hourly rate of pay paid as a differential.
- c. Advanced P.O.S.T. Certification – equal to twelve percent (12%) of the employee's base hourly rate of pay paid as a differential.

The pay shall be provided the first full pay period following acquisition of the P.O.S.T. Certification. In addition, to remain eligible for the P.O.S.T. Certification pay the employee must maintain certification. In the event an employee does not recertify, the pay shall cease effective the first day of the pay period following expiration of the certification.

~~4-2.~~ Effective July 10, 2014, the incumbent of a position Employees in the classification Sheriff 911 Communications Officer II classification—who

~~proves that they~~ possess a valid Intermediate Certificate, but not an Advanced Certificate, issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate which is six percent (6%) higher than the base hourly rate of pay the employee was receiving prior to certification that specified for such position. If they ~~prove that they~~ possess a valid Advanced Certificate issued to them by said Commission, whether or not they possess the Intermediate Certificate, they shall be compensated at a rate which is eleven percent (11%) higher than the base hourly rate of pay the employee was receiving prior to certification that specified for such position.

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

a. Employees in the classification of Sheriff 911 Communications Officer II who possess a valid Basic, Intermediate, or Advanced certificate, shall receive an hour hourly differential for all hours actually worked as follows:

1. Basic P.O.S.T. Certification – equal to four percent (4%) of the employee's base hourly rate of pay paid as a differential.
2. Intermediate P.O.S.T. Certification – an additional one percent (1%) of the employee's base hourly rate of pay paid as a differential.
- 1-3. Advanced P.O.S.T. Certification – an additional one percent (1%) of the employee's base hourly rate of pay paid as a differential.

The pay shall be provided the first full pay period following acquisition of the P.O.S.T. certification. In addition, to remain eligible for the P.O.S.T. certification pay the employee must maintain certification. In the event an employee does not recertify, the pay shall cease effective the first day of the pay period following expiration of the certification.

Commented [COR4]: Language added from side letter.

~~In exchange for the P.O.S.T. Pay increases contemplated above, LIUNA waives any and all challenges and/or the opportunity to meet and confer over the County's changes to Board Policy #C-26 Hiring/Retention Bonus Program.~~

Effective October 7, 2021, in exchange for the P.O.S.T. Pay increases contemplated above, the Sheriff's Communication Officer Series shall no longer be eligible for payments pursuant to the Board of Supervisor's Policy C-26 – Hiring/Retention Bonus Program. Employees who have remaining eligibility for

Commented [COR5]: Replaced the actual effective in place of the following language from the side letter: "the start of the first full Pay Period following Board approval"

payments under Board Policy C-26 shall be granted a final payment on a pro rata basis from the last payment date at the appropriate rate for the current period and no further payments.

H.I. Education Pay for Fire Call Dispatcher (FCD) Certification.

1. Employees in the classifications of Fire Communications Call Taker, Fire Communications Dispatcher I, or Fire Communications Dispatcher II who possess a valid FCD certification shall receive an hourly differential for all hours actually worked as follows:
 - a. Basic FCD Certification – equal to four percent (4%) of the employee’s base hourly rate of pay paid as a differential.
 - b. Intermediate FCD Certification - equal to seven percent (7%) of the employee’s base hourly rate of pay paid as a differential.
 - c. Advanced FCD Certification - equal to twelve percent (12%) of the employee’s base hourly rate of pay paid as a differential.
2. The pay shall be provided the first full pay period following acquisition of the FCD Certification. In addition, to remain eligible for the FCD Certification pay the employee must maintain certification. In the event an employee does not recertify, the pay shall cease effective the first day of the pay period following expiration of the certification.
3. Basic, Intermediate, and Advanced FCD Certification shall be established using an equivalency matrix with comparable education, years of experience, and training credits to that established under P.O.S.T.

H.J. Detention Differential: Effective July 20, 2006, any employee in the below listed job classifications working for the County’s Facilities Management Department and assigned to a Sheriff or Probation detention facility (not including the RCRMC jail ward) shall receive a differential of one dollar (\$1.00)/hour for hours actually worked in such facilities.

Effective March 27, 2008, any employees in the job classification listed below working for the County’s Probation Department and assigned to a Probation detention facility shall receive a differential of one dollar (\$1.00)/hour for hours actually worked in such facilities.

<u>Job Code</u>	<u>Job Title</u>
62231	Maintenance Electrician
62271	Maintenance Plumber
62251	Maintenance Painter
62740	Building Maintenance Mechanic
62711	Air Conditioning Mechanic
62730	Building Maintenance Worker
62731	Senior Building Maintenance Worker

62272	Lead Maintenance Plumber
62742	Lead Maintenance Services Mechanic
62712	Lead Air Conditioning Mechanic
62232	Lead Maintenance Electrician
62341	Housekeeper
62321	<u>Custodian</u>

Commented [COR6]: Class added pursuant to the parties side letter:

<https://rc-hr.com/files/migrated/Portals/2/ClorissaFolder/LIUNA%20Side%20Letter%20-%20Article%204%20-%20Detention%20Diff%20-%20Add%20Custodians%20-%20Fully%20Executed.pdf>

J.K. Equipment Operator Skill Pay: Employees in the classifications of Equipment Operator II, or Senior Equipment Operator shall receive the following premiums:

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

K.L. Hazard Pay for Hazardous Waste Inspectors:

Scope. The scope of this hazard pay covers all represented full time and part time Waste Resources Department employees in the Hazardous Waste Inspector series.

Compensation. Employees in the Hazardous Waste Inspector series of the Waste Resources Department will receive seventy-five dollars (\$75.00) per month as hazard pay in recognition of the exposures and difficulties of their job.

L.M. Court Callback. Notwithstanding any other provisions of this Memorandum, any LIUNA represented employee assigned to the Sheriff's Department who is called back to attend Court in relation to a matter arising from their employment relationship with the County of Riverside at a time when they are otherwise are off duty, shall receive a minimum of one (1) hour compensation at the rate of one and one-half (1 ½) the hourly base rate of pay. A shift shall not be extended for the purpose of avoiding the payment of the one (1) hour of compensation provided herein. Compensation shall cease when the employee's regular work shift begins.

ARTICLE V
PAY PRACTICES

Section 1. Step Advance

A. SALARY ADVANCE

1. It is understood that beginning July 7, 2016 and continuing thereafter, employees shall receive their step (merit) increases in two (2) step increments on their anniversary date.
2. Effective April 25, 2019 and continuing thereafter, employees shall receive their step (merit) increases in increments of one (1) step on their

anniversary date.

3. Effective April 25, 2019, the bottom three (3) steps of the salary ranges for LIUNA classifications were eliminated and employees not already at step 4 were moved to the rate of the former step 4 which became the new minimum of the salary range.

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

C. Anniversary Dates:

The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of one (1) year (approximately 2080 hours) in a paid status in the position not including overtime.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid status in the position not including overtime.

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

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

D. Employees appointed to the classification of Eligibility Technician I/II:

1. Any Eligibility Technician I/II appointed on or after June 29, 2000, who successfully completes his/her Induction training shall receive a five and a half percent (5.5%) salary increase. Such salary increase, for anniversary date purposes, shall be administered as if it were a promotion. As a result, the employee's first anniversary date which involves a salary increase shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid status, not including overtime, from the date of the 5.5% salary increase described herein.

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

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

- F. Two (2) pay periods before the anniversary date of each employee holding a regular position, except as to an employee compensated at the rate at the maximum of the salary range, 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 increase is allowed. 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 salary 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 (2) pay periods after said action should have been taken, and the employee shall be paid at the increased rate from the anniversary date. If the Department Head disallows such increase, they shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the Department Head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of the Department Head, which shall be made only on the basis of continued satisfactory performance in the position.

- G. Effective April 25, 2019, except as set out herein, every anniversary salary increase shall be to the rate of four percent (4%), except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range.

Section 2. New Employees

- A. The Department Head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any salary rate within the salary plan/grade if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced salary proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such higher salary than the lowest salary of the salary plan/grade, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the salary so authorized to the same or one of said higher salary, fixing the minimum initial salary on such advanced salary. The anniversary date shall be the first day of the pay period which is not less than twelve (12) months (approximately 2080 hours) in a paid status thereafter, not including overtime. When such an incumbent employee is already on that salary, their anniversary date shall not change.

B. Notwithstanding the provisions of (A) and (B) above, there shall be up to an additional eleven percent (11%) which shall be reserved for those classifications designated as "difficult to recruit." Advancements to any salary of the pay scale shall not be automatic. They shall, instead, be granted based upon a determination by the Human Resources Director, subject to approval by the County Executive Officer, that a serious recruiting or retention problem exists for a classification(s), or that the increases granted to subordinate "difficult to recruit" classifications has created serious compaction problems, and that a percentage increase up to and including eleven percent (11%) would assist the County in recruiting and retaining employees in that classification(s). Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented as follows:

1. Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees may be at any salary on the salary plan/grade for his/her classification up to and including a salary on the salary plan/grade established pursuant to Section 2(C) above.
2. In the event the salary granted to a newly hired employee pursuant to Sub-Section (C)(1) above exceeds that for any present permanent, regular full-time or regular part-time employee who is being compensated at the top of the salary plan/grade for that classification(s), such employee(s) shall be placed on the same salary plan/grade and salary as that granted to the new employee.
3. All other regular full-time and regular part-time employees assigned to the affected classification(s), who have completed less than one (1) year of service at the top, or at any other salary, of the salary plan/grade for that classification, may, upon a review of their qualifications and approval by the Human Resources Director, have their salary adjusted to an amount no less than the lowest salary received by a similarly qualified employee hired as the result of an open recruitment to fill a vacancy in that classification.

Notwithstanding, the paragraph above, if an employee newly hired into a "difficult to recruit" classification has less experience in the work of the classification and/or education/training applicable to the work of the classification than an incumbent employee in the same classification, the incumbent employees' wage will immediately be increased to the level of the newly hired employee.

4. Subsequent merit increases for employees not compensated at the top of the salary plan/grade(s) for the classifications affected by the provisions of this subsection may be granted pursuant to the standard procedures for salary advances as set forth in the applicable MOU. Employees may receive annual reviews as set forth in such MOU, but merit increases cannot be given beyond the top salary as set forth in this MOU.

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications no longer exist, he shall advise the County Executive Officer of his findings.

If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such classification(s). At that time, the salary for any employee compensated at a rate above that to which he or she would otherwise have been entitled shall be frozen and shall not be increased until the regular salary for the classification exceeds the rate established pursuant to the provisions described above.

Section 3. Re-employment

- A. Upon recommendation of the department head or designee and approval of the Human Resources Director or designee, a former regular employee may be re-employed in the same classification which they previously occupied, at the same salary of the salary plan/grade as the salary applicable at the time of their termination, provided they were terminated in good standing and passed probation in that classification.

- B. Whenever a former regular employee is or has been re-employed within twelve (12) consecutive months after termination they may, on recommendation of the department head or designee and with the approval of the Human Resources Director, may be allowed restoration of previously accrued sick leave, not exceeding the amount thereof which was lost (unless the employee received sick leave payout upon retirement in which there would be no restoration of sick leave), and to earn vacation at the rate at which the employee was earning at the time of termination. The anniversary date for salary advance may be expressly fixed, limitations as provided in this MOU to allow credit for all or a portion of the applicable period of service prior to said termination.

- C. Re-employment of Retired Persons. An employee who is retired under the California Public Employees' Retirement Law ("PERL") and who is receiving retirement benefits shall not be employed or re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the PERL for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or re-employment for up nine hundred and sixty (960) hours in any fiscal year, without loss of benefits, as specified in the law. The law permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

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

Section 4. Promotion. On promotion, the salary shall be at a rate on the new salary plan/grade which is approximately five and a half percent (5.5%) higher, or immediately

greater than five and a half percent (5.5%) higher, than that paid on the grade for the former position where the new grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. Approximately five and a half percent (5.5%) shall mean within ten cents (0.10¢) of five and a half percent (5.5%). The anniversary date shall be determined as if the date of promotion were the date of employment.

Section 5. Transfer. An employee who is laterally transferred shall maintain the same salary as previously paid before the transfer. The anniversary date shall not change.

Section 6. Demotion

- A. On demotion, the salary shall be at the rate of 5.5% less on the new salary plan/grade as was applicable to the previous salary plan/grade. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.
- B. Permanent employees who, within one (1) year (approximately 2080 hours) following a promotion, voluntarily demote to their previously held classification may return to the salary 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 plan/grade shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary plan/grade shall be at the rate 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.

The anniversary date shall be determined in accordance with subsection of this Article, except that the first anniversary date shall be the first day of the pay period following the completion of six (6) months (approximately 1040 hours) in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional one (1) year (approximately 2080 hours) in a paid status.

- C. The salary of an incumbent of a position reclassified to a class on a lower salary plan/grade shall not change unless such salary would exceed the maximum of the new salary plan/grade, in which event it shall be reduced to the maximum. The anniversary date shall not change.
- D. The effective date of a reclassification shall coincide with the first 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 salary 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 and eighty (480) hours or more during the life of this MOU. 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.

A. Procedure.

1. When, in the opinion of a Department Head, it is necessary for an employee to assume the duties and responsibilities of a higher level position on an ongoing basis, the employee shall be advised, in writing, of the date on which such duties shall begin.
2. Within ten (10) working days of the completion of the four hundred and eighty (480) hours described in (A) above, the Department Head or designee shall meet with the employee to inform him/her whether they will continue to perform the higher level duties or resume the duties of their regular position. In the event the employee resumes their regular duties, no further action is required. In the event the employee is directed to continue performing the higher level duties, one of the following shall occur:
 - a. If the employee is performing the duties of an existing higher level vacant position, the Department shall immediately request that Human Resources conduct an examination to fill the vacancy. The employee, if qualified, shall be promoted and receive a salary adjustment pursuant to applicable provisions of this MOU. If the employee is not qualified for the position, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated for any hours worked at the higher level beyond the four hundred and eighty (480) hours referenced above, and the time of his/her return to the former assignment.
 - b. If the employee is performing the duties of a position for which there is no existing classification, the Department shall request an expedited reclassification study by the Human Resources Department. If, upon completion of the study, Human Resources

determines that the duties and responsibilities of the position warrant a reclassification, the position shall be reclassified appropriately and the employee, if qualified, shall be appointed pursuant to applicable provisions of this MOU. If it is determined that the employee is not qualified, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated at a rate 5.5% above their current rate of pay or the bottom of the salary range of the new classification, whichever is greater, for any hours worked at the higher level beyond the four hundred and eighty (480) hours referenced above, and the time of his/her return to the former assignment.

Section 10. Board Policy C-26: LIUNA agrees that the County may apply Board Policy C-26, Hiring/Retention Bonus, to any classification as deemed necessary by the County.

ARTICLE VI
GENERAL PERSONNEL PROVISIONS

(Note: Per People Soft, the hours described in this Article shall be converted to weekly or monthly equivalents.)

Section 1. Probation

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

Computation of the initial probationary period in a paid status does not include overtime, standby, on-call or military leave of absence. A regular employee who has not completed the initial probationary period serves at the pleasure of the Department Head and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this MOU.

B. Length of Initial Probation. The length of the initial probationary period is six (6) months-except:

Eligibility Technician I/II	18 months combined initial probationary period
<u>Child Support Interviewer</u>	<u>12 months</u>
Child Support Specialist	12 months
<u>Coroner Technician</u>	<u>12 months</u>
Fingerprint Examiner I	12 months
Fingerprint Examiner II	12 months
Fingerprint Technician I	12 months
Fingerprint Technician II	12 months
Forensic Technician I	12 months
Forensic Technician II	12 months
Investigative Technician I	12 months

Commented [COR7]: County proposes to move this class up from below

Commented [COR8]: Class added pursuant to the parties side letter:
<https://rc-hr.com/files/migrated/Portals/2/ClorissaFolder/COR%20&%20LIUNA%20Side%20Letter%20Coroner%20Tech%20Probationary%20Period-Fully%20Executed.pdf>

Welfare Fraud Investigator	18 months
Public Safety Communications Officer I	18 months
Public Safety Communications Officer II	18 months
Sheriff 911 Communications Officer I	18 months
Sheriff 911 Communications Officer II	18 months
Public Defender Investigator I	12 months
Public Defender Investigator II	12 months
Child Support Interviewer	12 months
Sherriff's Corrections Assistant Trainee	12 months
Sherriff's Corrections Assistant I	12 months
Sherriff's Corrections Assistant II	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 eighty (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 by three (3) months with a maximum of a six (6) month extension. 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 the initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new initial probationary period for the class to which the employee promotes, demotes, or transfers. The initial probationary period 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 six (6) months (or the equivalent of the initial probationary period for those classifications where the initial probationary period exceeds six (6) months) of service in a paid status following a promotion, lateral transfer or demotion, a regular employee who held permanent status at the time of the promotion, lateral 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 salary which the employee held immediately prior to the promotion, lateral transfer or demotion, and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in previous classification 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.

Commented [COR9]: Classes added pursuant to the parties side letter.

<https://rc-hr.com/files/migrated/Portals/2/ClorissaFolder/COR%20LIUNA%20Side%20Letter%20Sheriffs%20Corrections%20Assistant%20Series.pdf>

Did not include the language about the increases to the ranges in exchange.

- 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 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, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), or child of a domestic partner. 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 six (6) months (approximately 1040 working hours).

Section 2. Retirement

A. Public Employee's Retirement System (PERS) Contributions.

1. Any employee hired on or after July 1, 2012, or any employee who has not become vested by having paid the employee's contribution to PERS for the first five (5) years of continuous service as of July 1, 2012, will be required to pay the employee's share of the contribution (EPMC), based upon their retirement formula, for the duration of their employment.
2. Any employee who already vested after having paid the employee's contribution to PERS for the first five (5) years of continuous service prior to July 1, 2012, will be required to pay the employee's share of the contribution (EPMC), according to the following schedule:
 - Effective June 28, 2012 – three percent (3%)
 - Effective June 27, 2013 – three percent (3%)
 - Effective June 26, 2014 – two percent (2%)

B. Retirement Calculations.

1. Tier I – Single Highest Year. For employees hired prior to August 23, 2012 the provision of Section 20042 of the Public Employees' Retirement Law (twelve (12) consecutive months of employment) shall apply miscellaneous employee members.
2. Tier II – Three (3) Highest Year Average. For employees hired on or after August 23, 2012 the provision of Section 20037 of the Public Employees' Retirement Law (three (3) consecutive years of employment) shall apply to miscellaneous employee members.

C. Retirement Formulas.

1. Tier I - 3% @ 60. All employees covered under the provisions of this MOU hired prior to August 23, 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 21354.3 of the Public Employees Retirement Law (3% at age 60).
2. Tier II - 2% @ 60. All employees covered under the provisions of this MOU hired on or after August 23, 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 21353 of the Public Employees Retirement Law (2% at age 60).
3. Tier III – 2% @ 62. All employees covered under the provisions of this MOU hired on or after January 1, 2013 shall have their percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 7522.20 of the Public Employees Retirement Law (2% at age 62), based on Article 4. California Public Employees' Pension Reform Act of 2013.

D. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the Public Employees' Retirement Law, an employee may elect to purchase up to four 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.

E. Post-Retirement Survivor Allowance. Pursuant to the provisions of Sections 21624 and 21626 of the Public Employees Retirement Law, an allowance may be continued to a surviving spouse upon the death of a member after retirement.

Section 3. Mileage Reimbursement. Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Adjustments to the County rate, if any, shall be made pursuant to the IRS rate effective July 1 of each year and mileage claimed on or after that date shall be reimbursed at that new rate.

Section 4. Merit Systems/Veterans Preference. The Human Resources Administration under this MOU is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and ability. Each department head shall appoint all necessary employees allowed for their department by this MOU only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of computerized testing, written test, oral interview, performance test, rating of education, training and experience and shall take into consideration a system of veterans preference as adopted by the Board of Supervisors. The veterans preference program shall be administered by the Human

Resources Director.

Section 5. County Provided Life Insurance. Effective July 1, 2002, the County shall provide life insurance, not to exceed one (1) times annual salary to a maximum of fifty thousand dollars (\$50,000), to all employees covered under the provisions of this MOU. This benefit replaces any other life insurance coverage previously provided under this MOU.

Section 6. Post Employment Health Savings Plan Voluntary Employee's Beneficiary Association (VEBA)

- A. Effective Date The plan is effective on January 1, 2007 for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that occurs on or after December 7, 2006.
- B. Eligibility Employees are plan participants if they have five (5) or more years of County of Riverside service, and who at the time of retirement (as defined by the agreement between County of Riverside and CALPERS) are employed in a collective bargaining unit whose agreement provides for participation in the plan.
- C. Plan Benefits Participants will have a mandatory contribution made to the VEBA for qualifying leave balances as soon as administratively possible upon retirement. Qualifying leave balances include vacation, extra vacation, annual leave, and sick leave accruals, subject to the following:

Sick Leave:

- a. For participants retiring with at least five (5) but less than fifteen (15) years of service, unused accumulated sick leave shall be paid into the VEBA at the rate of fifty percent (50%) of the participant's current salary value. Under no circumstance shall payment for sick leave exceed the lesser of fifty percent (50%) of the participant's unused accumulated sick leave or nine hundred and sixty (960) hours of full pay.
- b. For participants retiring with fifteen (15) or more years of service, unused accumulated sick leave shall be paid into the VEBA at the rate of the current salary value. Under no circumstance shall payment for sick leave exceed nine hundred and sixty (960) hours of full pay.

Vacation and Other Qualifying Leave:

Unused accumulated vacation and other qualifying leave shall be paid, at the rate of the participant's current salary value into the VEBA.

Section 7. Waste Management, Flood Control District, Transportation Department and Code Enforcement Department Driver's License. Employees in the Waste Management, Flood Control District, Transportation Department and Code Enforcement Department are required to provide to the Department a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

If the change restricts the employee's ability to drive and driving is an integral part of his/her normal duties, he/she shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) days the employee has failed to have his/her license reinstated he/she will be deemed to have applied for and obtained an additional leave of absence of up to fifteen (15) calendar days, during which the Department may take action to separate employment pursuant to Article XI. Discipline, Dismissal, and Review.

Section 8. Pre-Disciplinary Memorandum. All copies of directive, corrective and corrective counseling memoranda in the working file shall be destroyed after twelve (12) months or at conclusion of review period, whichever ever one comes later provided that during such period such employee has been free of any other directive, corrective, and/or corrective counseling notations.

Section 9. Election Poll Training. All LIUNA represented employees who participate in election poll training and services, shall do so on County time if such training and/or service occurs during the employee's regularly scheduled work hours. The release shall be at the department discretion and based on operation needs.

Section 10. Payroll.

A. Payroll Funds.

1. Payroll Funds via Pay Warrant. Employees currently receiving their payroll funds via pay warrant may continue to receive payroll in this manner until such time that the employee elects to transition to electronic deposit of payroll funds.
2. Electronic Fund Deposit of Payroll. Employees currently receiving their payroll funds by electronic deposit shall be required to continue receiving their payroll funds electronically or pay card.

Any new employees shall be required to receive their payroll funds by electronic deposit or pay card.

- B. Electronic Pay Advice. Employees who receive their payroll funds electronically shall also obtain their pay advice electronically. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice.

If an employee does not have access to a secure computer at their worksite may, upon request to their department payroll representative, receive a copy.

Section 11. Code Enforcement Officer Classifications.

- A. Employees in Code Enforcement Officer Classifications (Job Codes: Senior 33243, and II 33240), as of November 6, 2018 shall remain in Code Enforcement Officer Classifications identified with a "(D)" designation. For purposes of promotion or demotion, these employees shall be able to maintain the "(D)"

designation while continuously employed in the Code Enforcement Officer classification.

1. These classifications shall be deleted once the incumbents attrite out.
 2. For purposes of layoff of the Code Enforcement Officer classifications with the designation shall be considered the same classification as its non-designated counterpart.
- B. Except as provided in A of this Section, employees hired, rehired, promoted, or demoted into Code Enforcement Officer classifications shall be placed in classifications without the "(D)" designation.

The purpose of the delineation is the result of an agreement reached between the parties to allow the County to move forward with the changes sought for Code Enforcement classifications which include: job specification modifications, title changes, class inactivation, and salary adjustments to the classifications.

ARTICLE VII LEAVE PROVISIONS

Section 1. Sick Leave

- A. Accrual. Sick Leave for all employees covered under the provisions of this agreement shall accrue at the rate of .05 times the number of hours worked (not to exceed eighty (80) hours worked) during the biweekly pay period.
1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee.
 2. Sick leave shall accrue at all times when the employee is in a paid status.
 3. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this MOU which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.
 4. Sick leave may be used for absence reasonably required by complications

of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the 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 good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the Department Head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work. Employees 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.
 - a. 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.
 - b. 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. 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, for this purpose, is defined to mean the employee's spouse, child, parent, brother, or sister (including step-relatives of the same categories), domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), and child of a domestic partner. Family shall also include grandparents and/or

grandchildren if the employee is the primary care giver for such.

- D. Payout for Sick Leave. Upon death of an employee, and subject to the provisions of any applicable agreement between the County and the Public Employees' Retirement System, unused accumulated sick leave shall be paid as listed below (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than listed in this subsection):
1. Employee with at least five (5) but less than fifteen (15) years of continuous services shall be paid at the rate of fifty percent (50%) of the current base hourly rate at the time of death or retirement. The total payment shall not exceed a sum equal to nine hundred and sixty (960) hours of full pay.
 2. Employees with fifteen (15) or more year of continuous service shall be paid at the rate of one hundred percent (100%) of the current base hourly rate at the time of death or retirement. The total payment shall not exceed a sum equal to nine hundred and sixty (960) hours of full pay.
 3. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

Section 2. Pre-Retirement Cash Out of Accumulated Sick Leave. In contemplation of service retirement or disability retirement of an employee or officer the following pre-retirement cash out option is available:

- A. Effective Date. The pre-retirement cash out option is effective for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that occurs on or after December 7, 2006.
- B. Eligibility. Employees are eligible for the pre-retirement cash out option if they have five or more years of County of Riverside service, and who at the time of their election are employed in a County bargaining unit whose agreement provides for the pre-retirement cash out option.
- C. Election. Qualifying employees have a **one-time election** to cash out a portion of their accrued sick leave balances, up to the limits explained below. Such an election must be made no later than six (6) months prior to retirement (as defined by the agreement between County of Riverside and CALPERS). Notwithstanding the above, such an election may be made within six (6) months prior to retirement if the retirement occurs prior to May 9, 2007.
- D. Sick Leave Cash Out. Sick Leave balances may only be cashed out in the event of the participant's planned retirement **and** if the participant executes a valid election as described at (c) above.
1. For employees retiring with at least five (5) but less than fifteen (15) years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of fifty percent (50%) of the employee's current salary value. The total payment shall not exceed a sum equal to 960 hours of full pay.

2. For employees retiring with fifteen (15) or more years of service, at the employee's election, unused accumulated sick leave shall be paid at the rate of one hundred percent (100%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred and sixty (960) hours of full pay.
- E. Refund Requirement. Employees who elect a pre-retirement cash-out of accumulated sick leave under this option, but who do not subsequently retire (as defined by the agreement between County of Riverside and CALPERS) shall repay to the County of Riverside any amount of cashed-out sick-leave. If such payment is not made in a lump sum within two weeks of when the repayment becomes due then it is agreed that the remaining amount due shall be made by way of payroll deduction. Such employees are permitted to again make a valid cash-out election no later than six (6) months prior to retirement.
- F. Forfeiture. Unused accumulated sick leave balances are forfeited in the event a participant terminates employment for any reason other than retirement.
- G. Reduction. The value of the participant's unused sick leave will be reduced by the balance of any amount owed by the participant to the County of Riverside.

Section 3. Bereavement Leave. The County agrees to allow up to five (5) working days of leave, three (3) of which will be paid and the additional two (2) 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 relations of the same categories, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child of a domestic partner, legally authorized guardian or foster parent. The County has the right to require proper documentation in support of the requested leave.

Under extenuating circumstances, and with the prior approval of the department, employees shall be permitted to take up to five (5) additional working days of leave, provided the employee has sufficient vacation time, compensatory time off, or compensatory holiday time off to cover the absence.

Section 4. Fitness for Duty. A Department Head, when in their judgment good cause exists, may request from the Human Resources Director that an employee be ordered off work until such time as the employee is able to present the Department Head with a certificate, from a physician approved by the County, 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.

The cost of the physician's visit and services will be at County expense, and the employee shall continue to be on paid Administrative Leave until such time as a physician's report is received and the employee is officially notified of the County's determination of his/her status.

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:

1. Illness or disability when sick leave has been exhausted
2. Pregnancy
3. To take a course of study which will increase the employee's usefulness on return to the County
4. Personal reasons acceptable to the authority whose approval is required

A. Agency/department leave of absence: Agency/Department leave of absence up to four hundred and eighty (480) hours (twelve (12) weeks) in any one (1) 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 health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, or a County designed temporary modified duty and/or return to work program.

B. Official leave of absence: A regular employee may request an Official leave of absence exceeding four hundred and eighty (480) hours, but not exceeding one (1) year (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 health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act, or a County designed temporary modified duty and/or return to work program.

The Human Resources Director shall be promptly notified of the return of any employee from an official leave of absence. The Board of Supervisors shall have the right to cancel or revoke a leave of absence previously granted.

Section 6. Jury Duty. Any employee who shall be summoned for attendance to any court for jury duty during the employee's normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury. Any employee who shall be called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if County transportation is used. Any employee designated non-exempt from Fair Labor Standards Act (FLSA) absent as a witness in a private matter shall not be entitled to be paid during such absence.

Section 7. Air Pollution Emergency. An employee unable to work on a regularly scheduled work day due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless 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 8. Abandonment/Automatic Resignation

- A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written department notification does not respond to the department and/or does not provide a satisfactory explanation for the absence; and for the employee's failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three (3) business days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers.

- B. An employee may, within ten (10) business days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. The Human Resources Director will notify the employee in writing within ten (10) business days of receipt whether the request for reinstatement has been approved. If denied by the Human Resources Director, the employee may, within ten (10) business days, appeal the decision.
1. Appeals shall be heard by a neutral third party. The neutral third party shall make a determination on a reinstatement based upon whether the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and whether the employee is ready, able, and willing to resume the duties of the position. The neutral third party decision may be verbal or in writing.
 2. Only the employee and one (1) representative and the department head or a designee and the Human Resources Director or designee shall take part in the presentation of any appeal.
 3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the neutral party. The neutral party may consult with witnesses informally and otherwise investigate the controversy.
 4. The judgment of the neutral shall be binding on both parties neither of which shall have the right of further appeal.
 5. The judgment of the neutral shall be rendered within five (5) business days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
 6. The neutral's authority shall be limited to deciding the issues submitted by the parties. The neutral shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.
 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 9. Reporting Requirements. In the absence of a more stringent department policy, an employee reporting off work at the beginning of a shift for any reason shall call the employee's supervisor or designee within one (1) hour before or after the employee's scheduled starting time.

ARTICLE VIII
VACATION

Section 1 Accruals.

- 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 and forty (6,240) hours) in a payroll status, eighty (80) hours (ten (10) days);

years four (4) through nine (9) (six thousand two hundred and forty-eight (6,248) through eighteen thousand seven hundred and twenty (18,720) hours) in a payroll status, one hundred twenty (120) hours (fifteen (15) days);

years ten (10) or more (eighteen thousand seven hundred and twenty-eight (18,728) hours or more) one hundred and sixty (160) hours (twenty (20) days).

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

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

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 employee who separates employment from the County shall be entitled to pay for all earned vacation as determined under the provisions of this MOU. For the purpose of this paragraph, vacation shall be deemed earned to the date of separation.

- C. One-Time Special Time Bank - Effective February 10, 2022, an additional Special Time Bank of twenty (20) vacation hours shall be established for each existing bargaining unit member covered by this MOU. These hours may only be used by the employee prior to expiration of this MOU and while employed in a LIUNA-represented classification, otherwise the hours are forfeited. This Special Time Bank shall have no cash out value and is subject to the following conditions:

Commented [COR10]: Replaced the language from the TA which said "the first full pay period after January 28, 2022" with the actual effective date in went into effect.

1. Should an employee, due to the nature of the position or operation of the department, not be granted the ability to utilize any portion of the 20 hours in the Special Time Bank under this provision, and after providing proof of their efforts to utilize the Special Time Bank to Human Resources prior to the expiration of the term of this MOU, may be granted on a case-by-case

basis an extension of six months to utilize the balance of the Special Time Bank. The County may require an employee to use the hours in this Special Time Bank during FMLA/CFRA/PDL leave after exhausting sick leave and before use of regularly accrued vacation.

~~2.—Only those employed in a LIUNA-represented position during the pay period in which the Special Time Bank is implemented will receive a Special Time Bank and may only use the Special Time Bank hours while in a LIUNA-represented position. Effective March 26 2019, the County agrees to establish a Special Time Bank for each current LIUNA represented employee of forty (40) hours. These hours must be used by the expiration of this MOU and while employed in a LIUNA represented classification, otherwise the hours are forfeited. These hours shall have no cash out value. Employees are encouraged to take these hours during County holidays and must obtain supervisor's approval prior to use.~~

~~3.—~~

~~4. ——— Should an employee, due to the nature of the position or operation of the department, not be granted the ability to utilize any portion of the forty (40) hours under this provision, and after providing proof of their efforts to utilize the bank time to Human Resources prior to the expiration of this MOU, may be granted on a case-by-case basis an extension of six (6) months to utilize the balance of the time.~~

~~5.—~~

~~6.2. ——— Only employees who were a member of LIUNA as of March 26, 2019 will receive this benefit.~~

Section 2. Pre-Retirement Cash Out of Accumulated Vacation Leave

In contemplation of service retirement or disability retirement of an employee or officer the following pre-retirement cash out option is available:

- A. Effective Date. The pre-retirement cash out option is effective for employee retirement (as defined by the agreement between County of Riverside and CALPERS) that occurs on or after December 7, 2006.
- B. Eligibility. Employees are eligible for the pre-retirement cash out option if they have five or more years of County of Riverside service, and who at the time of their election are employed in a County bargaining unit whose agreement provides for the pre-retirement cash out option.
- C. Election. Qualifying employees have a **one-time election** to cash out a portion of their accrued vacation leave, extra vacation, and/or annual leave balances, up to the limits explained below. Such an election must be made no later than six (6) months prior to retirement (as defined by the agreement between County of Riverside and CALPERS). Notwithstanding the above, such an election may be made within six (6) months prior to retirement if the retirement occurs prior to May 9, 2007.
- D. Vacation Cash-Out. At the employee's election, unused accumulated vacation leave shall be paid at the rate of the employee's current salary value to a maximum

of four hundred and eighty (480) hours of full pay. In addition, the employee may elect to receive up to the full value of any accrued extra vacation or annual leave, which shall be paid at the rate of the employee's current salary value.

- E. Reduction. The value of the participant's unused vacation leave will be reduced by the balance of any amount owed by the participant to the County of Riverside.
- F. 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.
- G. 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.
- H. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this MOU, may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE IX
HOLIDAYS

Section 1. Paid Holidays

A. 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 such date falls on a
Sunday.

B. Qualifying Factors

1. Only regular employees in a current paid status shall be eligible for paid holidays.
2. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
3. An employee who is in an unpaid status for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

C. Payment for the Holiday

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

If the regular part-time employee does not have a regular shift schedule,

he/she shall be receive holiday pay in an amount equivalent to the reduction in his/her regular pay for the workweek – not to exceed eight (8) hours pay - (e.g. a part-time employee with an irregular schedule who normally works twenty (20) hours per week but who, as a result of the holiday, only works sixteen (16) hours that week shall receive four (4) hours holiday pay for that week). If the regular hours of work for such employee are not reduced during the holiday week then no holiday pay is due.

4. Scheduling Holiday Compensatory Time Off Holiday compensatory time off shall be scheduled in the same manner as regular compensatory time off and shall be granted within a reasonable time following the request.
5. Special Provisions Notwithstanding the above, any employee in the class of Sheriff's 911 Communications Officer, Public Safety Communications Officer, Fingerprint Examiner, Forensic Technician, Sheriff's Service Officer, Community Services Officer, ~~and Telephone Report Unit Officer, Sheriff's 911 Call Taker, Sheriff's Records/Warrants Assistant I, Sheriff's Records/Warrants Assistant II, Sheriff's Records/Warrants Assistant III, and Senior Sheriff's Records/Warrants Assistant~~ whose regularly scheduled working day falls on a paid holiday, and who actually works on that holiday, shall be entitled to not more than twelve (12) hours of compensation at the rate of one and one-half (1 1/2) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked. Accumulated holiday credit earned at the expiration of each prescribed pay period, upon election of the employee, may be accumulated to their accumulated holiday credit or be paid to the employee by County Warrant.

Commented [COR11]: Class added pursuant to the parties side letter:

https://rc-hr.com/files/migrated/Portals/2/ClorissaFolder/Final_Call_Taker_Addition_Side_Letter.pdf

Commented [COR12]: Class added pursuant to the parties side letter:

https://rc-hr.com/files/migrated/LIUNA_COR_SRWAseries_Addition_Holiday_Final_Side_Letter.pdf

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 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 eight (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 (1) year period for any one (1) employee, nor for any employee until they have been continuously employed by the County for at least one (1) year preceding the authorization. If the employee voluntarily terminates employment with the County within one (1) year of the payment of the expenses set forth herein, the employee shall, within thirty (30) days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 5. Certificate Reimbursement – Clinical Lab/Assistants. Clinical Lab Assistants (Job Code 98546) who are required to have a State Certificate shall be reimbursed for the costs associated with obtaining and maintaining the Certificate upon providing proof of payment and completion.

DRAFT

ARTICLE XI
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has successfully completed an initial probationary period, and any extension, has permanent status.

Section 2. Any of the following acts of an employee who has permanent status shall be good cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons. Employees may not use leave accruals to make whole or reduce any loss in compensation while serving disciplinary action.

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
- G. Absence without leave;
- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed;
- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department.
- 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 Sexual 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 plan/grade from the existing salary to a lower salary for a specified duration of one (1) 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 or when deposited with an alternative carrier, i.e. UPS, 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 provision, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or written reprimand.
- B. Unless otherwise specified, as used in this provision, "Department Head" includes the Department Head or a designee.
- C. Department, for purpose of this provision, 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 Human Resources Director, or designee, may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director, may be exercised by a designee.

Section 2. Investigatory Leave of Absence. Pending investigation by the Department Head alleging employee misconduct, covered under Article XI of this MOU, the Department Head, with the approval of the Human Resources Director, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days with approval by the Human Resources Director. In such cases, and except for good cause as determined by the Human Resources Director, the department head will notify the employee in writing as to what specific allegations are being investigated. The Union will also be notified as to the extension only. Additional 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.

Section 3. Notice of Disciplinary Action

- A. Except for written reprimands, written notice of intent to take disciplinary action against a permanent employee 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 ten (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 arbitrator for decision, the Department Head may, with the consent of the Human Resources Director, or designee, serve on the employee and file with the Human Resources Director, or designee, an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto (i.e., second *Skelly*). The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 5. Appeals. Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Human Resources Director, or designee, within ten (10) 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 an arbitrator) agreed to by the parties. The arbitrator's decision may be verbal or in writing. The decision of the State Conciliation Service or an arbitrator shall be binding on both parties.
 - 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 arbitrator may consult with witnesses informally and otherwise investigate the controversy.
 - 4. The judgement of the arbitrator shall be binding on both parties neither of which shall have the right of further appeal.
 - 5. The arbitrator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
 - 6. The judgment of the arbitrator shall be rendered within five (5) working days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.
 - 7. The arbitrator's authority shall be limited to deciding the issues submitted

by the parties. The arbitrator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.

8. All costs for the service of the arbitrator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and 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 up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- C. The hearing shall be set by the Human Resources Director, or designee, 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 employee to attend a hearing and testify upon the written request of the employee, the Department Head, or the arbitrator, provided reasonable notice is given the department employing the employee. The arbitrator is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter or, at the request of either party, recorded on a mutually agreed upon electronic recording device. 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 base compensation or other benefits to attend the disciplinary hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.

- H. In the event an employee is not represented by LIUNA, the cost of the arbitrator only shall be shared equally by LIUNA and the County.
- 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. Within twenty one (21) business days following the hearing of the appeal, or as soon as practicable thereafter, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties. 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 MOU 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 employee shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
 - 4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the employee shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.
 - 5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
 - 6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the employee was reduced or removed from duty which results solely from the employee's request for written briefs in the arbitration proceedings. This provision will not be applicable where both parties mutually agree to submit written briefs.
 - 7. The arbitrator's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee received since the date of discharge. The employee shall supply records of such earnings.

- K. 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 upon in the conduct of serious affairs.
- L. 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.
- M. Irrelevant and unduly repetitious evidence shall be excluded.
- N. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, advocates, Management or employees of County departments involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- O. Oral evidence shall be taken only on oath or affirmation.
- P. Employees not testifying in their behalf may be called and examined as on cross-examination.
- Q. 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.
- R. 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. Discussion of Request or Complaint. It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any employee who believes that they have a justifiable request or complaint shall discuss the request or complaint with their immediate supervisor in an attempt to settle the matter.

Section 2. Grievance Definition. A "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by an employee or the Union on behalf of a specifically named employee or group of employees, arising out of a dispute by an employee or group of employees concerning the application or interpretation of the specific terms and conditions set forth in this MOU, ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- A. A grievance does not include:
- i. Matters reviewable under some other County administrative procedure.
 - ii. Matters involving 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.
 - iii. Matters involving the release of a probationary employee.
 - iv. Matters involving the termination, suspension, demotion or written reprimand or any other action taken for disciplinary reasons against a permanent employee reviewable pursuant to other provisions of this MOU or written reprimands, and any other pre-disciplinary actions.
 - v. Matters involving a departmental performance evaluation with respect to employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory or better.

Grievances shall be submitted in writing on forms supplied by the Human Resources Department.

Section 3. Freedom from Reprisal. No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with their immediate supervisor, or for the good faith filing of a grievance petition.

Section 4. Employee Representation/Union Rights. An employee is entitled to representation in the preparation and presentation of a grievance at any step in the

grievance procedure, provided an employee that is a member of a representation unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution may be represented only by the exclusive employee organization. Reasonable access to work areas by representatives of exclusive employee organizations shall be in accordance with the provisions of the of the Employee Relations Resolution and this MOU. 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 unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

Section 5. Grievance Petition Form. All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of the MOU alleged to be violated, misinterpreted or misapplied as provided under Article 15, Section 2.

Section 6. Presentation. All grievance petitions shall be filed within fifteen (15) business days after occurrence of the circumstances giving rise to the grievance, or within fifteen (15) business 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.

Section 7. Consolidation. Grievance petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

Section 8. Resolution. Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the County and the grievant. When a settlement takes place that includes monetary reimbursement for the grievant at any stage of the grievance process or via Settlement Agreement, the County agrees to provide said monies within thirty (30) calendar days from the date the agreement is reached by both parties.

Section 9. Withdrawal. Any grievance petition may be withdrawn by the grievant at any time.

Section 10. Time Limits. Grievance petitions shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the Union within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

Section 11. Resubmission. Upon consent of the person hearing the grievance petition and the Union, a petition may be resubmitted to a lower step in the grievance procedure

for reconsideration.

Section 12. Extension of Time. The time limits within which action must be taken or a decision made as specified in this procedure, may be extended by written consent of the parties.

B. PROCEDURE

Section 13. Steps. The following procedure shall be followed by the employee and the Union submitting a grievance petition:

A. Discussion with Supervisor Prior to filing a written grievance petition within the prescribed time period, the employee shall discuss the matter with the immediate supervisor. The supervisor shall give a prompt response where it is possible to do so. The employee and the supervisor are each entitled to the presence of a silent observer to the employee-supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor:

B. Step 1. The employee shall have fifteen (15) business days after the occurrence of the circumstances giving rise to the grievance to submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's Department Head. Within fifteen (15) business days after submission of the petition, the Department Head, or a designee, shall meet with the grievant and the employee's representative, if any. No later than fifteen (15) business days thereafter the Department Head, or a designee, shall render a written decision.

C. Step 2. Failing to resolve the grievance at Step 1, or after the time limits set out in Step 1 above, including any agreed upon extension thereto, have expired, the grievant shall submit a written request for review within ten (10) business days following the date the Department Head, or a designee, renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) business days of the submission of the request for review. No later than ten (10) business days thereafter, the Human Resources Director, or a designee, shall render a written decision.

a. The parties mutually agree to initiate the processing of those grievances that contend that an employee is not correctly currently classified, otherwise commonly referred to as "working out of classification grievances" at Step 2 of the existing grievance procedure. Therefore, a grievant shall submit and file a working out of classification grievance directly with the County's Human Resources Department. All other types of grievances will continue to start at the informal and first step of the grievance procedure as currently set forth and defined in the MOU.

b. Accordingly, a grievant shall file a written working out of classification grievance petition within fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance to the

Commented [COR13]: Language added pursuant to the parties side letter: https://rc-hr.com/files/migrated/Portals/2/ClorissaFolder/LIUNA_COR%20Side%20Letter%20-%20Fully%20Executed%205.22.2020.pdf
The County proposes to modify the location identified in the side letter to the location proposed.

Human Resources Department. Within (15) working days after submission of the grievance petition, the Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any. Additionally, a member of the Human Resources Classification and Compensation Division and an available Department representative with knowledge and familiarity of the grievant's job functions, duties and assignments will also attend this meeting. No later than fifteen (15) working days thereafter, the Human Resources Director, or designee, shall render a written decision. For those "working out of classification grievances" that identify a specific existing classification to remedy the grievance, the written decision will either grant or deny the grievance.

C.D. Step 3. Failing to resolve the grievance at Step 2, LIUNA may determine, on behalf of the grievant, to submit a written request for arbitration to the Human Resources Director, or designee, or a designee, within ten (10) business days following the date the Human Resources Director, or a designee, renders a decision.

D.E. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner described herein. The Board of Supervisors shall either accept or reject the neutral's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the neutral's decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

Section 14. Advisory Arbitration

- A. After submission of a request for review, LIUNA and the Human Resources Director, or designee, or a designee, shall begin to select a neutral within ten (10) business days of the demand for arbitration.
- B. The parties shall maintain a jointly negotiated list of up to eleven neutrals who shall be selected by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the neutral chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the neutral.
- C. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.
- D. The expenses of the neutral, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the

arbitration hearing. Such arrangements shall be made through the Human Resources Director, or designee, with the employee's Department Head at least two (2) business days in advance of the hearing date.

- E. The location of the hearing shall be determined by mutual agreement of the parties. In the absence of such an agreement, a neutral location shall be set by the neutral.

If the issue of grievability has been raised, the neutral shall rule on that question prior to proceeding to the merits of the case. The neutral shall not decide any issue not within the statement of the issues submitted by the parties or consider remedies not requested by the grievant in his/her original petition. This includes issues or MOU Sections which have not been raised and considered at an earlier step of the grievance procedure.

- F. The neutral is limited to ruling on the issues submitted by the parties or consider remedies not requested by the grievant in the grievance petition. This includes issues which have not been raised and considered at an earlier step in the grievance procedure.

- G. The neutral shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOU, but shall determine only whether or not there has been a violation of the MOU in respect to the alleged grievance and remedy. The neutral's decision shall be based solely upon the evidence and arguments presented to him by the respective parties.

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

- I. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, 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 grievance hearing.

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

- K. Within twenty-one (21) business days following the hearing of the grievance, or as soon as thereafter as practicable, the neutral shall submit written findings of fact, conclusions of law and the decision to the parties. The decision of the neutral shall be subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil procedure.

- L. The hearing shall be a private proceeding among the County, the employee and the employee organization.

ARTICLE XIV
ANTI-STRIKE CLAUSE

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

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

ARTICLE XV
ON-THE-JOB INJURY OR ILLNESS

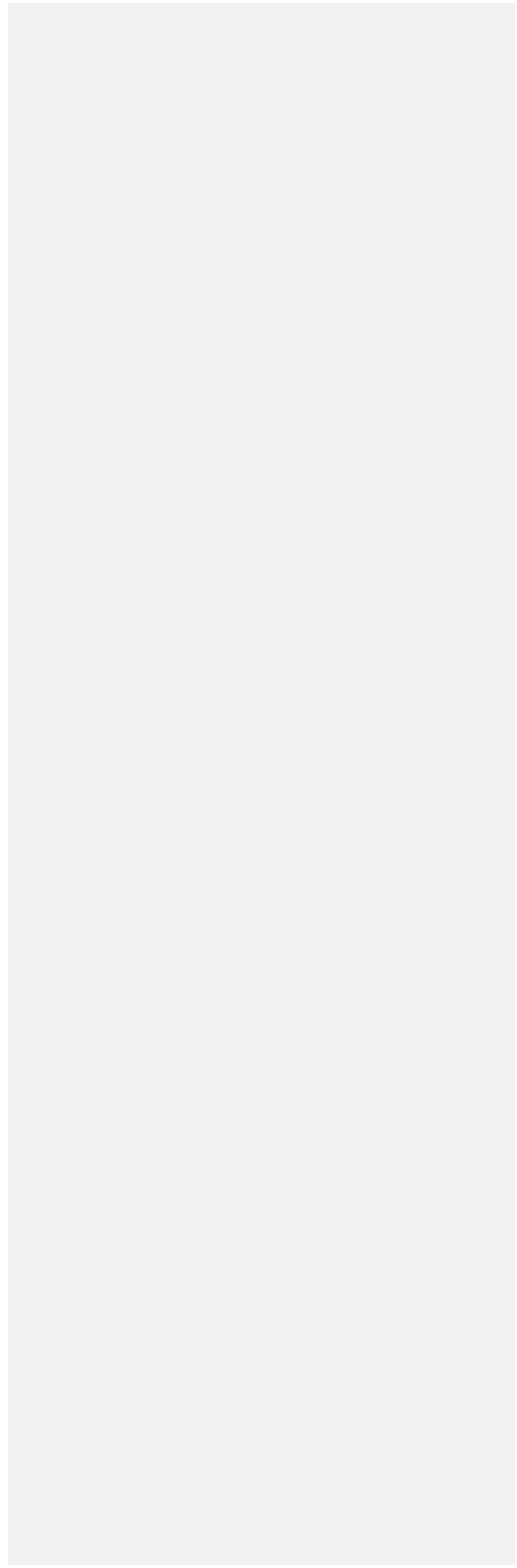
An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first twenty one (21) calendar days during which they are necessarily absent 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, they shall be paid as salary the difference between the temporary disability payments due them 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, they 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.

Non Work Related Disability

~~Effective January 1, 2007, the County shall pay sixty percent (60%) of the employee's salary through its Short Term Disability program with a cap of two thousand dollars (\$2000) per month (maximum benefit/month) or maximum weekly benefit of four hundred and sixty one dollars and fifty four cents (\$461.54). The maximum period payable is fifty two (52) weeks with medical approval. Short term Disability benefits are calculated and payable on a weekly basis.~~

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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. Department, for the purposes of this Procedure, shall be defined as an agency, department, or district of the County which is set out in County Ordinance No. 440.
- C. Whenever more than one (1) employee in a department has the same most recent date of hire, seniority shall be determined in the following order: regular hours of County service from the most recent date of hire, seniority in classification, and seniority in the department or agency.
- D. Except as otherwise provided in this provision, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue 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 reduced 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 fourteen (14) calendar days prior to the effective date of the action. The List given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice twenty-four (24) hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:

1. The reason for layoff;
2. The effective date of the action;
3. If laid off out of seniority.

E. If an employee who has received official notice of layoff has previously held 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 (7) calendar 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 salary range nearest their present salary within the salary plan/grade of the class to which they are demoting provided such salary shall not exceed present salary.

F. The affected employee organization will be provided a copy of the final layoff list.

Section 3. Reassignment

A. An employee not expected to be laid off may in lieu of reassignment elect to be laid off and be placed on the Departmental Reinstatement List if both of the following conditions exist:

1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) business days of the effective date of the reassignment; and
2. If the new work location is more than forty (40) miles from the employee's current work location or the employee's home, whichever is closer.

B. An employee who chooses to be laid off and have their name placed on the Departmental Reinstatement List under this section shall notify the department in

writing of the decision at least three (3) business days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective. An employee who selects this option shall be placed on the Priority Referral List.

Section 4. Employment Counseling and Priority Referral 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. An employee who has been given a layoff notice and who has not exercised their bump back right or who has been laid off shall be placed on the Priority Referral List and referred first to any department requesting a recruitment for classifications from which the employees were laid off.
- B. Employees who have been given layoff notices and who have not exercised their bump back right or who has been laid off shall be placed on the Priority Referral List and referred first to departments requesting recruitments for all other classifications within LIUNA bargaining units for which the employee meets the classification and position requirements. Evaluation of qualifications shall be based on the employee's most recent resume in the County's application system.
- C. Departments are required to notify Human Resources in writing why these candidates are unacceptable before outside candidates will be referred.
- D. An employee's name shall be removed from the Priority Referral List for the following reasons:
 - a. Expiration of two (2) years from the date of placement on the Priority Referral List, or the acceptance of a regular status position with the county, whichever first occurs.
 - b. A request to the Human Resources Department to be removed from the Priority Referral List. If an employee requests to be removed, the employee may request to be placed back on the Priority Referral List prior to the expiration of two (2) years, so long as the other reasons for removal have not occurred. However, the time that the employee was voluntarily removed from the layoff list shall not toll the two (2) year expiration period.
 - c. An employee who was removed from the Priority Referral List due to accepting a regular position cannot be returned to the Priority Referral List if the employee either voluntarily or involuntarily separates from the new position (e.g., fail probation or resign within two (2) years from the date of placement on the Priority Referral List).

- E. Employees who have either been given notice of layoff or have been laid off are subject to all applicable standard recruitment and pre-employment procedures upon re-employment.

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 within the department for which he/she previously held status, provided the department is allocated any positions of such classification. The provisions of this Section do not apply to any classification from which the employee was demoted as a result of disciplinary action.
- B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
 - 1. The expiration of two (2) years from the date of placement on the list.
 - 2. Failure to report to work within seven (7) business days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
 - 3. Failure to respond within seven (7) business days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify their Department Head, in writing, of the employee's current mailing address.
 - 4. Request in writing to be removed from the list.
- D. Status on Reinstatement. Reinstatement is defined as recall by the same department, from a Departmental Reinstatement List, into a regular position. Upon reinstatement, the employee shall be entitled to:
 - 1. Restoration of all sick leave credited to the employee's account on the date of layoff.
 - 2. Continuation of seniority.
 - 3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
 - 4. Placement on the salary plan/grade at a salary which is nearest former or current pay rate, whichever is higher, with the employee's hours in the classification being the same number of hours which the employee had at

the time of layoff.

Section 6. Reemployment

Status on Reemployment. Reemployment is defined as being employed within two (2) years following layoff by the same or other department into a regular position, other than that from which the employee had reinstatement rights. If reemployed, the employee shall be entitled to:

- 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 and 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 and eighty (480) full-time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under this Article.

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

ARTICLE XVII
VOLUNTARY TIME-BANK

Section 1. Any department or employee requesting to establish a Time-Bank shall follow the guidelines below:

- A. Definition of eligible employees.

Only employees in regular positions within the Inspection and Technical; Trades, Crafts and Labor; and Supporting Services Units are eligible to participate in the Riverside County Voluntary Time-bank. Employees receiving disability payments or Workers' Compensation may be eligible for a prorated Tim-Bank reimbursement such that total payments do not exceed 100% of the regular pay.

- B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to 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 may be established.

1. The Human Resources Department will establish and administer all Time-Banks. The Human Resources Department will have final discretion and approval authority over all Time-Bank requests.
2. The Department Head or employee, upon concurrence from the Human Resources Director or designee, may request establishment of a Time-Bank.
3. The Department Head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.
- 4.

An employee can only have one (1) Time-Bank established at a time.

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

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

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

1. The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one catastrophic medical condition.
2. Extension to a Voluntary Time-Bank will require a separate approval by the Human Resources Department and department head.

ARTICLE XVIII
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) business days following the date of the receipt.
 3. An employee is entitled to representation during the presentation of this appeal.
 4. The Accident Review Committee shall review the evidence and testimony presented by the employee(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 XIX
ALCOHOL AND DRUG ABUSE POLICY*
 *This Policy is included for reference.

The County's Alcohol and Drug Abuse Policy can be located at the Human Resources website at <http://www.rc-hr.com/>.

- A. For reasonable cause, management may condition further employment on successful passage of a drug or alcohol test.

ARTICLE XX
DISCRIMINATION COMPLAINT PROCEDURE

The County's Harassment Policy and Complaint Procedure can be located at the Human Resources website at <http://www.rc-hr.com/>.

ARTICLE XXI
~~FLEXIBLE~~ BENEFIT PROGRAM

Section 1. Flex Benefits Programs.

- A. Contributions - Retirees: The County shall contribute twenty-five dollars (\$25.00) per month on behalf of each eligible retiree, inclusive of the retiree's dependents, enrolled in one (1) of Riverside County employee medical plans, toward the payment of premiums for health insurance.
- B. Contributions – Active Employees: Any active full-time employee enrolled in a County offered medical plan, will receive a total flex benefit of eight hundred and twenty- three dollars (\$823.00) per month.
- C. Plan Selection Requirement. Employees whose last hire date is on or after November 13, 2003, will be required to select a medical plan as part of their Flexible Benefit election each year and will not have the option of waiving all medical coverage.
- D. Waiving Medical Coverage. Employees whose most recent hire date is prior to November 13, 2003 will have the option of waiving medical coverage if they provide proof of coverage under another group medical plan.

Employees electing not to take medical insurance coverage must provide evidence of medical plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another medical plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other medical coverage shall be received by the Human Resources Department within sixty (60) calendar days from date of hire, and annually during Open Enrollment.

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

E. Employees who fail to timely elect medical coverage or properly waive medical coverage will be placed in the lowest-priced employee-only PPO medical plan available.

F. ~~Cash Back. If monies remain after deduction of elected benefits, said monies may be taken in cash back to the aggregate total of options selected and cash.~~ Elimination of Cash Back of Flex Benefits Contributions. Effective in the first pay period in which the County's CalPERS health insurance plan is implemented for LIUNA represented employees, employees will not receive excess flexible benefit contributions in the form of cash. Employees who do not use the full amount of the County's flex benefit contribution will forfeit the unused amount.

G. Flex for Part-Time Employees.

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

Employees working thirty (30) to thirty-nine (39) hours per week, shall receive seventy five percent (75%) of the applicable County of Riverside Flexible Benefits Program contribution amount allotted for full-time regular employees per month per employee.

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

H. Two Tier Medical Waiver*. Effective the first pay period in which the County's CalPERS Health Program is implemented, if the employee waives health insurance coverage, the employee will receive a taxable cash payment as follows:

1. \$200.00 per month if the employee's last hire date was on or after November 13, 2003
2. \$425.40 per month if the employee's last hire date was before November 13, 2003

* Waiving Medical Coverage. An employee may waive medical insurance with adequate proof of other group qualifying medical coverage. Employee must sign a statement and provide proof that they are enrolled and covered under another group medical plan. The signed statement (Notice of Waiver form) showing other group medical coverage shall be received by the Human Resources Department within thirty (30) days following the special enrollment period due to the CalPERS transition. Thereafter, the notice of waiver and form showing other group medical coverage shall be received by the Human Resources Department within sixty (60) days of date of hire, or annually during Open Enrollment. If proof of coverage is not received the employee will not be enrolled in a medical plan and will not be eligible for the medical waiver cash payment.

~~I. Employees eligible to waive and not participating in a County sponsored health care plan, the County's Flex Contribution available for other benefits or cash will be four hundred and twenty five dollars and forty cents (\$425.40) per month (two hundred and twelve dollars and seventy cents (\$212.70) biweekly for twenty four (24) biweekly pay periods).~~

J.I. In addition, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored health care plan on the following basis:

a. Employees with family coverage: Monthly premium reduced by \$200.00

b. Employees with two-party coverage: Monthly premium reduced by \$50.00

~~b.~~

This subsidy will remain in place for the duration of the MOU.

~~c. Effective November 17, 2022 the County's payment of medical subsidies will increase by \$100.00 (for a total of \$300) per month for employees enrolled in family coverage and by \$25.00 (for a total \$75) per month for employees enrolled in two-party coverage.~~

Commented [COR14]: Replaced the TA language that said "Effective the beginning of the 2023 County Health Insurance Plan year" with the actual effective date of the increase.

~~d. Effective January 12, 2023 employees with two-party coverage or family coverage shall receive a monthly medical subsidy of \$688.00.~~

~~e. The medical subsidies shall have no cash value.~~

Commented [COR15]: This language was added per the parties side letter: <https://rc-hr.com/files/migrated/Portals/2/LaborRelations/LIUNA%20Side%20Letter%20-%20Flex%20Medical%20Subsidies%20Revised%20-%20Fully%20Executed.pdf>

Section 2. Transition to CalPERS Medical (effective April 1, 2021).

A. Effective as soon as administratively feasible in the 2021 calendar year (however, the goal is to transition by April 2021 absent any unforeseen circumstances), LIUNA represented employees shall be eligible for medical insurance in the County's CalPERS Health Program and will no longer be covered by the County's pre-existing health insurance program. Bargaining unit members shall be eligible to enroll in Exclusive Care as a health insurance option so long as Exclusive Care remains an option.

1. Effective November 9, 2022 the last sentence in Section 2(A) above regarding Exclusive Care expired.

Section 3. Non-Work Related Disability

Effective January 1, 2007, the County shall pay sixty percent (60%) of the employee's salary through its Short Term Disability program with a cap of two thousand dollars (\$2000) per month (maximum benefit/month) or maximum weekly benefit of four hundred and sixty one dollars and fifty four cents (\$461.54). The maximum period payable is fifty-two (52) weeks with medical approval. Short-term Disability benefits are calculated and payable on a weekly basis.

Section 4. Transition to State Disability Insurance (effective April 21, 2021).

- A. As soon as administratively possible following adoption of the MOU by the County Board of Supervisors, the County shall submit an application to the State of California for elective coverage under the California State Disability Insurance (SDI) for all LIUNA bargaining unit employees. Once approved and implemented by the State, the County will begin withholding employee contributions to SDI from employee pay checks.
- B. The County shall continue to provide and pay for the existing County Short-Term Disability plan until bargaining unit employees are eligible to receive California State Disability Insurance (SDI) benefits and will not provide Short-Term Disability benefits thereafter. The County shall not be required to provide the Short-Term Disability benefits for bargaining unit employees hired after the effective date of implementation of the California State Disability Insurance (SDI) plan.

ARTICLE XXII UNIFORMS AND TOOLS

Section 1. Uniforms

A. General Uniform Provisions

1. Issuance. The County agrees to provide uniforms to employees in the departments listed below so long as the employee is required to wear uniforms in the performance of their duties:
 - a. Animal Services
 - b. Code Enforcement
 - c. Department of Public Social Services
 - d. Economic Development Agency (may include any and all individual departments under EDA)
 - e. Emergency Management Department
 - f. Fleet Services
 - g. Flood Control
 - h. Riverside University Health System (may include any and all

Commented [COR16]: County proposes this language to meet the intent of the parties side letter to no longer have access to Exclusive Care:

<https://rc-hr.com/files/migrated/Portals/2/LaborRelations/LIUNA%20Side%20Letter%20Article%20XXI%20Flex%20Ben.%20Remove%20Exclusive%20Care%2011-09-22.pdf>

Commented [COR17]: Moved this language from the On the Job Injury Article.

Commented [COR18]: Added this effective date for record keeping purposes.

- individual departments under RUHS)
- i. Probation
- j. Sheriff
- k. Transportation
- l. Waste Management Resources

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

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

B. Department Specific Uniforms/Equipment

1. Classifications/Assignment(s) in Multiple Departments
 - A. The County shall provide uniforms to employees in the following classification:
 - Automotive Mechanic I, II, and III
 - Automotive Service Worker
 - Equipment Parts Helper
 - Equipment Maintenance Worker
 - Maintenance Painter
 - B. The County shall provide uniforms to employees whose primary function is water treatment or air conditioning equipment service in the following classifications:

Building Maintenance Mechanic
Maintenance Worker

2. Uniforms for County Transportation Department Employees:

The County shall provide eleven (11) uniforms to Transportation Department employees in the classifications/assignments identified below. The provisions of this agreement shall apply only to Regular employees of the Riverside County Transportation Department in the following classifications:

<u>Job Code</u>	<u>Classification</u>
66501	Bridge Crew Worker
66502	Crew Lead Worker
97431	Engineering Technician I (Materials Lab Only)
97432	Engineering Technician II (Materials lab Only)
66511	Equipment Operator I
66512	Equipment Operator II
62931	Equipment Tire Installer
62951	Garage Attendant
62141	Gardener
66451	Heavy Equipment Mechanic
66504	Lead Bridge Crew Worker
62932	Lead Equipment Tire Installer
66582	Lead Traffic Control Painter
66592	Lead Tree Trimmer
62793	Machinist – Welder
66529	Maintenance and Construction Worker
62901	Mechanic's Helper
97433	Senior Engineering Technician (Materials Lab Only)
66513	Senior Equipment Operator
66455	Senior Heavy Equipment Mechanic
97382	Senior Traffic Signal Technician
66580	Sign Maker
66506	Truck & Trailer Driver
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Transportation Warehouse Worker I
15822	Transportation Warehouse Worker II
66591	Tree Trimmer
66441	Truck Mechanic

The color and material of such uniforms shall be the same for all employees and no deviations shall be permitted unless prior written approval is granted by the Director of Transportation and Land Management Agency. The single color and material of such uniforms shall be based upon alternatives presented by the County and selected by a majority vote of the affected employees. It is further understood that:

- a) The wearing of shorts, is prohibited; and,
- b) Orange vests must be worn as required by State law and/or Departmental Policy if the selected shirt color is other than orange.

Implementation – Upon formal approval by LIUNA and the Board of Supervisors, the Transportation Department shall, pursuant to applicable County procedures, enter into an agreement with a uniform supplier it deems capable of providing the necessary uniforms and services. It is understood and agreed that the County retains sole discretion in determining the choice of uniform supplier but will, however, establish a procedure for employees to provide feedback to the Department regarding the provider's performance. The parties further understand and agree that:

- c) The initial distribution of uniforms will commence as soon as possible after approval of this agreement by both parties. It is understood that delays may be experienced in providing uniforms to employees assigned to remote work locations.
- d) Two weeks after the completion of the initial uniform distribution to all employees covered under the provisions of this agreement, such employees shall be required to wear their County supplied uniforms.
- e) The Transportation Department shall establish procedures, including procedures for employees assigned to remote locations, for the weekly exchange of soiled for laundered uniforms.
- f) The parties agree to meet within ninety (90) days after the completion of the initial uniform distribution referenced in this provision to review the program. Additional meetings may be scheduled by mutual agreement of the parties.
- g) The Transportation Department reserves the right to terminate or revise this program one (1) year after its implementation if, after meeting with the Union, it is determined that it has failed to meet its objective(s) or that such cancellation or revision is in the Department's and/or employees' best interest(s).
- h) Summer Dress Policy for Transportation Department Employees:

Applicability: The provisions of this agreement shall apply only to Regular employees of the Riverside County Transportation Department in the classifications described in Attachment I

General Provisions:

1. Beginning June 1 and ending September 30 of each year, employees of the Transportation Department will be permitted

to wear T-Shirts to work instead of their assigned uniform shirts.

2. The Transportation Department will establish an account at a vendor and will pay all costs associated with the account set up as well as any costs associated with the set-up of the graphics that will be displayed on the T-Shirts.
 3. The T-Shirts will be purchased at the employees' expense from the vendor and the employee will be responsible for cleaning the T-Shirts.
 4. The T-Shirts must be a Hanes "Beefy Tee" or equivalent and the only symbol or writing permitted on the T-Shirt is the Transportation logo and employee's name (any other symbols or writing on a T-Shirt will be deemed a violation of this provision). The Transportation Department will provide the graphics for the logo to the vendor.
 5. The colors of the T-Shirts will be the same color of the current uniform provided for the employees' respective work assignments (e.g., employees working in the Garage will wear the same or similar color blue T-Shirts as their blue uniforms).
 6. Employees will only be permitted to wear the Transportation T-Shirts to and from work.
 7. Management will monitor the condition of the T-Shirts and will reserve the right to determine when a T-Shirt is no longer fit to be worn at work.
 8. All Transportation Department employees are still required to wear the appropriate uniform and/or gear while performing safety sensitive duties.
3. Uniforms - Department of Fire Protection. The County shall provide an allowance for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee annually to be administered by the Riverside County Department of Fire Protection.

The following classifications in the Riverside County Department of Fire Protection shall be entitled to uniforms:

<u>Classification</u>	<u>Job Code</u>
Fire Safety Specialists	37872
Fire Prevention Technician	37870
Fire Systems Inspector	37873
Public Safety Communications Officer I	13806
Public Safety Communications Officer II	13807

4. Probation. The County shall supply uniforms for the classification of Correctional Cook-Detention, Job Code 54420. The cost of the cleaning allowance shall not exceed eight hundred dollars (\$800.00) annually.
5. Animal Control. Employees in the Senior Animal Control Officer, Animal Control Officer, Animal License Inspector and Animal Control Trainee classes, so long as they are required to wear uniforms in the performance of their duties, will be provided five (5) uniforms, each consisting of a shirt and pants.
6. RUHS – Medical Center. Employees working in the following classifications will be provided four (4) shirts and two (2) pants unless otherwise indicated below.

<u>Classification</u>	<u>Job Code</u>
Food Service Worker	54451
Senior Food Service Worker	54452
Cook	54431
Senior Cook	54432
Cook Assistant	54430
Baker	54401
Housekeeper	62341 shall be entitled to four (4) shirts and three (3) pants

7. County Correctional Facilities . . . If uniform shirts are required to be worn by employees working in a correctional facility the department shall provide three (3) shirts to each employee. The wearing of such shirts shall be mandatory. The department shall select the shirts and identifying patches. All employees in the classification of Coroner Technician shall have their scrubs laundered by the Sheriff's Department.
8. Uniforms – Waste Management
The following uniform allowances are provided by the Waste Management Department to employees in the following classifications based on the authorization and approval of the employee's supervisor. Authorization is on an "as needed" basis and not to exceed the annual allowance without special and extenuating circumstances approved by the General Manager-Chief Engineer or his designee:

Classification	Job Code	Annual Allowance
Maintenance & Construction Worker	66529	\$200
Equipment Operator I & II	66511/66512	\$200
Senior Equipment Operator	66513	\$200
Landfill Safety Monitors	66575	\$220
Laborer	62202	\$200
Crew Lead Workers	66502	\$200
Haz Waste Inspector	73561/73562	\$500
Senior Haz Waste Inspector	73563	\$500
Auto Mechanic II	66411	\$200
Heavy Equipment Mechanic	66451	\$200
Senior Heavy Equipment Mechanic	66455	\$200
Truck Mechanic	66411	\$200
Mechanic Helper	62901	\$200
Equipment Parts Helper	15824	\$200
Equipment Maintenance Workers	62920	\$200

9. Waste Management Resources Department Safety Shoes. Upon presentation of proof of purchase acceptable to the Department, the Department shall reimburse employees assigned to landfill operation, to a maximum of one hundred dollars (\$100.00) per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of his/her duties. Employees in the Waste Inspection Series may be reimbursed to a maximum of one hundred seventy-five dollars (\$175.00) per fiscal year.

Section 2. Tools

- A. Stolen Tools. The Transportation Department, Purchasing and Fleet Services Department, Waste Resources Department, Flood Control, RUHS Medical Center, and Sheriff's Department will provide and designate a place for the safekeeping and storage of employees' work tools. An employee in one (1) of the following classes, and assigned to the listed department who utilizes the locked storage area and whose tools are stolen will be reimbursed up to ten thousand dollars (\$10,000.00) per incident for the fair market value of the tools stolen in excess of one hundred dollars (\$100.00) provided a prompt report of the theft is made to the police:

<p>Fleet Services Mechanics Helper Senior Heavy Equipment Mechanic Automotive Mechanic I, II, III, III-Cert Automotive Services Worker Senior Automotive Mechanic</p>	<p>Flood Control Heavy Equipment Mechanic Mechanics Helper Senior Heavy Equipment Mechanic Truck Mechanic Automotive Mechanic I, II, III Senior Automotive Mechanic</p>
<p>RUHS Medical Center Maintenance Plumber Maintenance Carpenter Maintenance Electrician Stationary Engineer Air Conditioning Mechanic Maintenance Mechanic</p>	<p>Waste Resources Department Heavy Equipment Mechanic Mechanics Helper Senior Heavy Equipment Mechanic Truck Mechanic Automotive Mechanic I, II, III Senior Automotive Mechanic</p>
<p>Transportation Department Heavy Equipment Mechanic Maintenance Mechanic Mechanics Helper Senior Heavy Equipment Mechanic Truck Mechanic Machinist/Welder</p>	<p>Sheriff's Department Aircraft Mechanic</p>

All tools must be marked with an appropriate identifying mark as determined by the County and listed on an inventory given by the employee to the Department Head or his designee prior to the theft in order for the employee to be entitled to the reimbursement. In any event, no employee shall lose his or her employment solely due to the theft of tools from a County facility or vehicle.

B. Tool Allowance

The County will provide a reimbursement allowance of two hundred and fifty dollars (\$250) per employee per calendar year for the purchase of new tools for all the above listed classifications.

ARTICLE XXIII
SEPARABILITY

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

ARTICLE XXIV
LABOR-MANAGEMENT COMMITTEE

The County agrees to a Labor-Management Committee(s), that will meet county-wide, as well as a sub-committee. The Union shall be allowed no more than three (3) employees per bargaining unit to attend such meetings with release time.

~~LIUNA has also agreed to Labor Management subcommittees on language clean-up of the MOU as well as other ad hoc topics.~~

~~The parties agree to establish a Joint Labor Management Committee and discuss additional substantive and non-substantive items.~~

~~The parties agree to a subcommittee on language clean-up of the MOU.~~

ARTICLE XXV
COMPENSATION AND BENEFIT INCREASES

Section 1. Wage Increases. ~~There will be no wage increases during the term of this contract.~~

~~A. Effective May 6, 2021, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two percent (2.0%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.0% increase to the maximum salary of the range is implemented will concurrently receive a 2.0% increase to their salary in order to place them at the new maximum in the salary range in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.~~

~~B. Effective May 5, 2022, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two percent (2.0%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.0% increase to the maximum salary of the range is implemented will concurrently receive a 2.0% increase to their salary in order to place them at the new maximum in the salary range in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.~~

~~C. Effective May 4, 2023, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two and one-half percent (2.5%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.5% increase to the maximum salary of the range is implemented will concurrently receive a 2.5% increase to their salary in order to place them at the new maximum in the salary range and in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.~~

Commented [COR19]: County proposes to delete this language since it's duplicative of the language from the TA.

Commented [COR20]: Replaced this language from the TA "Effective the first full pay period on or after May 1, 2021" with the actual effective date the increases went into effect.

The same is true for the subsequent paragraphs.

Section 2. Parity Pool

Effective July 14, 2021, a one-time, one-million-dollar (\$1,000,000) parity pool will be established for the purpose of making market adjustments to the salary range of selected classifications. LIUNA and the County may advance proposed classifications for market adjustments out of the parity pool. The County and LIUNA will meet and confer on the process by which classifications are selected for study of market adjustment.

The County will utilize the standard Class & Comp market survey procedure and comparable jurisdictions.

Section 3. Minimum Salary Market Adjustment

Effective the first full pay period after July 14, 2022, the County will adjust the minimum salary ranges of LIUNA classifications, as identified by the County, at a percentage to be determined by a future market study. Utilizing the minimum salary of comparable classifications of comparable jurisdictions, the minimum salary of the classification 's range will be increased to equal the median of the minimum salary of the comparable market. The adjustment would entail surveying the most populous LIUNA represented classifications to determine an average percentage the classifications are behind market and applying an across the board recommendation to the minimum salaries. If an employee's salary is less than the new minimum salary of the range for their classification at the beginning of the pay period in which the market adjustment is implemented, that employee's salary shall concurrently receive an increase to an amount that equals the new minimum salary for the classification's salary range and in which case the employee's anniversary date will be the first day of that same pay period.

Market adjustments under this section shall not be paid from the one-time parity pool identified above.

Section 4. Retention Bonus

Employees who are at the maximum salary of the salary range for their classification as of April 8, 2021 will receive a one-time lump sum stipend of seven-hundred and fifty dollars (\$750.00). Employees who are not at the maximum of the salary range for their classification as of April 8, 2021 are not eligible for this one-time lump sum stipend. The stipend will be paid two full pay periods after April 8, 2021.

Section 52. Other

A. The County will contribute one cent (\$0.01) per hour, for employees covered under the provisions of this MOU, for all regular hours compensated, to be allocated to the LIUNA Health and Safety Fund.

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ARTICLE XXVI
UNION RIGHTS

Section 1. Bulletin Boards. Space will be made available to LIUNA on departmental bulletin boards within representation unit provided such use is reasonable. Notices shall be dated and signed by a LIUNA 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 designee, reserves the right to suspend or cancel bulletin board privileges for abuse.

Section 2. Separate Payroll Deduction Code and Time Reporting Codes. The County agrees to provide LIUNA with one (1) separate payroll deduction code for insurance related deductions.

All requests for release time by the Union shall be processed by the County within a reasonable time from receipt of the request.

Release time under this provision may be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least ~~four (4)~~ two (2) weeks prior to the date of the planned activity or when the Union has knowledge of the event. In the event the union fails to provide such reasonable notice, the County may deny the request if the Employee's absence would negatively affect County services or operations.

Section 3. Worksite Access. The Union shall also be provided, upon request, a meeting room at all work locations, to conduct meetings with represented employees before and after work and during lunch periods (non-working time). Where facilities like RUHS exist and make impracticable the ability of employees on other floors to be able to attend a meeting due to limited lunch breaks, the County agrees to make every effort to provide additional meeting rooms to address this issue. All meetings will be scheduled through Human Resources, and, at the time the request is made the request will be granted, provided that the meeting room requested has not been previously scheduled.

Section 4. Education and Training Release Time: Effective January 1, 2003, County agrees to release LIUNA represented employees for Union related education and training activities not to exceed an aggregate total of twenty (20) minutes per represented employee per calendar year. Time spent training Worksite Representatives in the grievance procedure through the providing of release time to prepare for grievances/administrative interviews and Skelly hearings, will be charged to this Article/Section.

Section 5. Release Time for Representatives. Up to three (3) County employees, who are members of the LIUNA Board of Directors, shall be entitled to be released on one (1) day per month for the purpose of traveling to and attending the monthly LIUNA Board of Directors meeting. Employee(s) whose regular County work site is located in or east of the Coachella Valley shall be entitled to six (6) hours of release time. The remaining representatives shall be released for three (3) hours. Any hours used to attend such Board meeting which are in excess of those provided under the provisions of this

Section shall be taken without pay or charged against the appropriate representative's paid leave banks.

ARTICLE XXVII
DRESS CODES

The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. 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 MOU unless modified in accordance with the following.

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

ARTICLE XXVIII
FAIRNESS AGREEMENT

If, during this MOU, SEIU is given a higher valued ~~anniversary-merit~~ increase, a COLA, flex benefit contribution, or additional payments on behalf of employees for benefits that are not already granted in this MOU, LIUNA shall be granted the identical increases, in the same fashion as afforded to SEIU. LIUNA agrees that this provision shall not apply to any agreement the County reaches with SEIU regarding the Nursing Bargaining Unit, or Per Diem Unit, nor to any classification and compensation changes made to SEIU classifications as a result of the normal classification and compensation study processes conducted by the County.

This provision shall expire on a date that coincides with the expiration of ~~this e-24-month~~ MOU.

SIGNATURE PAGE

2019 - 2024

Commented [COR21]: This will be updated.

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 777

MEMORANDUM OF UNDERSTANDING

for the
Laborers' International Union
of North America Local 777

for the
County of Riverside

Stephen Switzer
Business Manager

Sarah M. Franco
Assistant County Executive
EO/HR Director

Signed this _____ day of _____, 2024, at Riverside, California
Day Month

DRAFT