

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



ITEM: 3.47
(ID # 26688)

MEETING DATE:

Tuesday, December 03, 2024

FROM : HUMAN RESOURCES

SUBJECT: HUMAN RESOURCES: Approval of the 2024 - 2027 MOU between the County of Riverside and the Laborers' International Union of North America, Local 777 (LIUNA), All Districts. [Total Cost \$108,778,629, with an Ongoing Cost of \$76,267,376, 93% Departmental Budgets, 7% NCC]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the 2024 – 2027 Memorandum of Understanding (MOU) between the Laborers' International Union of North America, Local 777 (LIUNA) and the County of Riverside (Attachment "A").

ACTION:Policy


Tami Douglas-Schatz, Director of Human Resources 11/25/2024

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	\$20,299,076	\$44,244,476	\$108,778,629	\$76,267,376
NET COUNTY COST	\$1,420,935	\$3,097,113	\$7,614,504	\$5,338,716
SOURCE OF FUNDS: Departmental Budgets (93%), Net County Cost (7%)			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Laborers' International Union of North America, Local 777 (LIUNA) represents approximately 8,000 County employees in various departments. The Board previously agreed to a 4-year Memorandum of Understanding (MOU) with the LIUNA spanning from October 31, 2020, to October 30, 2024. The parties have been engaged in negotiations on a successor MOU since April 2024, and on November 6, 2024, by mutual agreement, the parties entered into this Tentative Agreement. The terms of the Agreement do not exceed the parameters given by the Board of Supervisors. The County was notified on November 22, 2024, that the Tentative Agreement was ratified by a vote of the membership.

The Tentative Agreement which has been agreed upon by both parties, subject to Board approval, contains the following key economic points. The full 2024 – 2027 Successor MOU between the parties is attached for reference.

- The term of the new agreement is through February 4, 2027.
- General Salary Range Increases as outlined below:
 - 4.0% effective May 2025.
 - 4.0% effective April 2026.
 - 2.5% effective February 2027 (in exchange for elimination of fairness agreement).
- Modified County Contribution towards Medical, Dental, and Vision Benefits as follows:
 - Eff. Nov 13, 2025 - Family \$2,087.
 - Parties agree to a re-opener on Employee Only and Employee +1 Medical Coverage for Plan Year 2026.
- Retiree Medical Increase of +\$25/mo. for eligible retirees effective Jan 1, 2026.
- Signing Cash Bonus of \$1,500.00 in January 2025 (in exchange for elimination of fairness agreement).
- Various adjustments to differentials including, but not limited to:
 - Bilingual Pay
 - Evening Shift
 - Night Shift
 - Homeless Encampment (new)

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- Class A Driver's License (new)
- Various adjustments to Uniform allowances.
- Various adjustments to Safety Shoe allowances.
- Sampling of other items addressed in the agreement:
 - Amended Difficult to Recruit language.
 - Joint Labor-Management Committee to discuss Eligibility Technician Caseloads.
 - Working In Higher Classification language.
 - Elimination of the Fairness Agreement.
- Miscellaneous clean up items.

Impact on Residents and Businesses

While there is no direct impact to residents or businesses, market-based pay and benefits afforded to employees through labor contracts are beneficial to the Riverside County community. Approval of these labor contracts contributes to effective recruitment and retention which supports excellent public services.

Additional Fiscal Information

The MOU is projected to cost \$20,299,076 for the balance of this fiscal year. Below are the projected costs itemized (compounded over the life of the contract). The projected annual ongoing cost of the contract is \$76,267,376.

	Projected Costs
General Salary Adjustments:	\$ 71,421,594
Medical Benefit Increases:	\$ 15,505,559
Retiree Medical Increase:	\$ 194,400
One-Time Signing Bonus:	\$ 11,995,500
Various Miscellaneous Items:	<u>\$ 9,661,576</u>
Total	\$ 108,778,629

ATTACHMENTS:

ATTACHMENT A. 2024 – 2027 MOU between LIUNA and the County of Riverside (Clean)

ATTACHMENT B. 2024 – 2027 MOU between LIUNA and the County of Riverside (Track Changes)

MEMORANDUM OF UNDERSTANDING

2024 - 2027

COUNTY OF RIVERSIDE

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 777

October 27, 2024 – February 4, 2027

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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 MOU.

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

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

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.

Contractor shall mean a corporation, business, organization, non-profit or entity which has entered into an agreement with the County to provide services.

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 MOU shall refer only to "regular" or "seasonal" employees as referred to in Salary Ordinance No. 440 employed by the County in those classifications included in the unit pursuant to the provisions of the Employee Relations Resolution.

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”) workweeks.

Permanent employee means an employee who has completed the initial probationary period in a position.

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

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 October 27, 2024 to 11:59 p.m. on February 4, 2027. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective on the first day of the first full pay period following the date of its adoption by the County's Board of Supervisors.

Section 2. Successor MOU. In the event either party desires to negotiate a successor MOU, such party shall, no more than six (6) months prior to the expiration of the current MOU, request to commence negotiations unless otherwise agreed upon by the parties.

Section 3. Subsequent Discussions. The parties agree to a Meaningful Joint Labor Management Committee with a mutual good faith intent to discuss topics of caseload/workload and training for Eligibility Technicians who work in General Assistance, Medi-Cal and CalFresh. The parties also agree to discuss the probationary period for Eligibility Technicians within six (6) months of approval of this MOU by the Board of Supervisors.

Section 4. – The County agrees to meet and confer on any changes within the scope of representation caused by the use of artificial intelligence.

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

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

ARTICLE IV
PAY PERIOD, WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Pay Period / Workweek

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

Section 2. Work Schedules

A Department Head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different Flex (alternative) work schedule after giving a one pay period written notice to the representative, if any, of the employees affected.

- A. The County shall have exclusive authority to establish or eliminate alternative work schedules for employees and the union affirmatively waives its right to meet and

confer over the change in work schedule, provided however, that where a change in the work schedule effects a group of five (5) or more employees, within a division or unit within a Department, the union does not waive its right to meet and confer on the impacts of the County's decision as to those employees. A department head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate an alternative work schedule after giving at least one (1) pay period written notice to employees and, in cases where the decision affects five (5) or more employees, within a division or unit within a Department, to the union. If the union requests to meet and confer on the impacts of the decision affecting a group of five (5) or more employees within five (5) days of the written notice, the implementation or elimination of the alternative work schedule will not take effect until the next following pay period (i.e., the pay period after the pay period the department originally designated as the start of the new work schedule).

LIUNA agrees that the County shall retain exclusive control to assign schedules or shifts to employees within the established work schedule (normal or alternative) and hereby waives any right to negotiate the decision or impacts (unless otherwise specified in this MOU), or grieve the County's decision, during the remaining term of this MOU. The County shall provide one (1) pay period written notice to affected employee(s) prior to implementing a schedule change. Notwithstanding the prior sentence, if an employee initiates the request for a schedule change, it is acceptable to the department and it coincides with the beginning of a pay period, one pay period notice to the employee shall not be required. One (1) pay period notice is not required for overtime, standby, and emergencies as defined in this MOU.

Section 3. Flex (Alternative) 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 workweek and one eight-hour day per pay period)

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

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

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)

3/12-4/12 schedule (three, twelve-hour days per work week and four, twelve-hour days every other week)

- B. Teleworking - If an employee is permitted to telework for any part of their workweek

and the County wants to reduce or adjust their telework, the employee will be provided at least a one (1) week notice of the reduction or adjustment. Notwithstanding this notice requirement, an employee may be required to attend a meeting or other work-related business need in person without being provided the one (1) week notice. Departments will endeavor to provide employees with as much notice as possible of in person meetings or modifications to telework.

Section 4. Rest and Meal Periods

The provisions below on rest and meal periods shall apply absent a department policy. If a department policy exists for rest and/or meal periods, it shall apply.

A. Rest Periods

Employees who work more than four (4) hours may be allowed to take one rest period. Employees who work eight (8) hours or more may be allowed to take two rest periods.

Employees may be allowed but not required to take a rest period of at least ten (10) minutes during the first half of their shift and another rest period of at least ten (10) minutes during the second half of their shift.

Such rest periods shall be scheduled in accordance with the requirements of the Department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period unless pre-approved by a supervisor on an occasional basis. Rest periods may not be combined with meal periods to extend an employee's meal period unless pre-approved by a supervisor on an occasional basis.

Rest periods are considered hours worked and employees may be required to perform duties, if necessary.

B. Meal Periods

Employees may be allowed to take a meal period of at least thirty (30) minutes. The time off for meal periods shall not extend beyond the employee's designated meal period without prior supervisor approval.

1. Meal periods are unpaid unless an employee is required by their supervisor to work through their meal period.
2. The procedure for taking a meal period shall be determined by the Department Head or their designee.

Section 5. Overtime

- ##### A. Overtime Work Defined
- Overtime work is authorized work in excess of the forty (40) hours in the established FLSA workweek 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 overtime provisions of 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 the employee being paid at time and one half (1.5), 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 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
- Laborer
- Crew Lead Worker
- Traffic Control Painter
- Lead Traffic Control Painter
- Equipment Tire Inspector
- Mechanical Helper

7. 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 base 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

8. Employees in the following Code Enforcement Classifications who are asked and/or required by the Department Head or their designee to work extra shifts and/or hours beyond their regular shift pattern, shall be paid at one and one half (1 ½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA (i.e. the employee would be eligible to be paid at one and one half (1 ½) times their base rate of pay even if the employee used sick, vacation, or holiday leave accruals in the pay period).

- Senior Code Enforcement Officer
- Code Enforcement Officer II
- Code Enforcement Officer I
- Code Enforcement Technician
- Code Enforcement Aide

This overtime exception is only valid during the following, unless the Board of Supervisors declares the need for Code Enforcement to deploy staff to engage in Countywide events:

- December 31st - New Years Eve
- Coachella & Stagecoach Festivals

- July 4th – Independence Day
- Community Development Events
- Short Term Rental Events
- Unpermitted Events
- Illegal Vendor Operations
- Noise Ordinance Violations

9. Flood Control. Any employee from Flood Control required to perform storm water sampling to meet regulatory permit mandates or required to work during a storm event and/or emergency, who are asked and/or required by the Department head or their designate 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.

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

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

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

The initial record, any secondary records, such as a summary of the workweek or of the pay period, or other compilation from the initial record, and the departmental copy of the attendance report for each pay period together with any subsequent correcting reports, shall be preserved and retained in 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. Compensatory Time Off in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid. An employee may elect to accrue up to one hundred twenty (120) hours of compensatory time off or may elect to be paid overtime for such overtime hours worked. Upon termination, compensatory time off shall be paid at the employee's then current regular rate of pay.

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. Accumulated compensatory time off benefits may only be utilized by mutual agreement of the employee and the Department Head or a designee.
- H. Fringe Benefits not Affected by Overtime: Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or salary advance.
- I. 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 6. Premium Pay

- A. Standby Duty When placed by the Department Head specifically on standby duty, (which is not hours worked), an employee otherwise off duty shall be paid one (1) hour at the base rate of pay for eight (8) hours of such duty. The compensation shall cease when said employee physically reports to a worksite and will resume at the completion of the call-out work. The standby 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 standby 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. Call-Back – Physically - Responding. An employee who is called back to work to physically report to a worksite(whether or not they are on standby), shall receive a minimum of two (2) hours pay at time and one half. If an employee should complete the work required, and subsequently be recalled physically during the minimum credit period, the employee shall receive another two-hour minimum.
2. Call-Back – Responding Remotely. An employee who is called back to work but is able to complete the work required without the employee having to physically report to a worksite, (whether or not they are on standby), shall receive a minimum of two (2) hours pay at time and one half. If the employee should complete the work required remotely, and subsequently be recalled remotely during the minimum credit period, no additional compensation shall be paid until the minimum credit period has exhausted. This pay does not apply to calls received that are wrong numbers, spam calls or calls where an employee is not required to do anything other than tell the caller that they cannot help them.

- C. Double Time Employees in the following classifications assigned to work at RUHS Medical Center or Correctional Health Services shall be eligible to receive 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
- Pharmacy Technician, I, II and III
- Dental Assistant
- Registered Dental Assistant
- Housekeeper/Custodian
- Electrocardiograph Technician
- Patient Services Coordinator
- Hospital Supply Technician
- Clinical Lab 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. Employees working multiple weekend shifts as part of their regular schedule (not overtime shifts) are not eligible for double overtime for those extra weekend shifts worked. To qualify for double time on an extra weekend shift, employees must have also actually worked (i.e., the employee did not take any leave during the workweek) 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 their normal schedule as established by the Department Head, provided that the employee actually worked their 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.
2. Evening Shift Employees whose classes are not specifically mentioned in other sections of this MOU shall be paid an evening differential of one dollar and thirty cents (\$1.30) per hour for the time actually worked between 6:00 p.m. and 11:00 p.m.
3. Night Shift Employees shall be paid a night differential of one dollar and ninety cents (\$1.90) per hour for the time actually worked between 11:00 p.m. and 6:00 a.m.

For the term of this 2024-2027 MOU, Employees shall be paid a night shift

differential of one dollar and twenty cents (\$1.20) per hour for the time actually worked between 6:00 a.m. and 7:00 a.m. This provision shall expire on February 4, 2027.

4. Command Post Shift Differentials. All Intake Specialists assigned to the Command Post, who otherwise qualify, shall be paid a total of one dollar seventy cents (\$1.70) 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 two dollars and fifty cents (\$2.50) 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 and fifty cents (\$1.50) 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.

All Intake Specialists assigned to the Command Post whether permanently or temporarily will be eligible for above shift differentials.

5. Waste Resources Department Facilities – Saturday/Sunday Shift Differential. Employees in the Waste Resources Department whose regular bi-weekly work schedule includes a Saturday and/or Sunday shift shall receive an hourly differential of ten dollars (\$10.00) per hour for each hour worked on a Saturday and/or Sunday.
6. Float Pool Differential - Nursing Assistants who are permanently assigned to Float Pool, shall be compensated at a rate of one dollar (\$1.00) per hour for hours actually worked as a float employee.

E. Bilingual Pay Scope

Bilingual premium is available to 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:

Department Head or designee shall designate positions to provide bilingual services. Incumbents must be assigned to provide bilingual services by the Department Head or designee; and incumbents must pass a bilingual proficiency examination administered by the County Human Resources Department.

Incumbents must successfully pass a bilingual proficiency examination administered by the County Human Resources Department. Spanish speaking

employees who were grandfathered to receive bilingual premium without possessing a certification from the County Human Resources Department will be required to successfully pass the requisite examination within one-hundred, eighty (180) calendar days from the first date of this 2024-2027 MOU to be eligible to receive bilingual premium. Failure to obtain a certification within one-hundred, eighty (180) calendar days from the first date of this 2024-2027 MOU shall result in immediate loss of bilingual premium.

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

If an employee leaves the assignment in which they are receiving bilingual premium and moves to an assignment where the department head or designee determines that bilingual skills are not necessary, they will no longer receive bilingual premium.

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: One dollar (\$1.00) per hour for hours worked, including overtime hours worked.
- b. Level 2: One dollar and twenty-five cents (\$1.25) per hour for hours worked, including overtime hours worked.
- c. Level 3: One dollar and fifty cents (\$1.50) per hour for hours worked, including overtime hours worked.

4. Testing Administration

Oral and written examinations will be administered as follows:

- a. Level 1: Basic oral/reading test
- b. Level 2: Written
- c. Level 3: Complex Level Written

Each Level is administered by Human Resources Testing Center.

If concerns are expressed to the Human Resources Department regarding an employee's bilingual skills, the County's Human Resources Department reserves the right to verify on an annual basis whether employees receiving bilingual pay are eligible for the bilingual pay (meet the eligibility factors) and to determine the appropriate level of bilingual pay.

Any employee determined as ineligible for the bilingual pay shall have the bilingual pay ended the first full pay period following the determination made by County Human Resources.

5. Plan Implementation

- a. The department head or designee is responsible for bilingual assignments. The department head or designee is also responsible for removing an employee from a bilingual assignment when the position no longer requires the use of bilingual skills; furthermore, the department head or designee is responsible for modifying the bilingual skill level of the assigned employee as operationally required. Prior to assigning an employee for bilingual premium, the department shall forward requests for bilingual assignment to the County Human Resources Department for bilingual proficiency assessment and certification.
- b. Employees certified by the County Human Resources Department shall receive bilingual pay as long as the department head or designee designates that position for bilingual assignment. The decision of the department head or designee to assign and/or remove bilingual assignment is not subject to either the grievance or disciplinary appeal procedure in the MOU.
- c. A break in continuous service, as defined in this MOU, shall require the employee to become re-certified for the appropriate bilingual skill level upon re-hire should the department head or designee designate the position for bilingual assignment, with the exception of employees who are reinstated following a successful termination appeal.

- F. Inconvenience Differential. All members of the transportation department's travel crew will receive an inconvenience premium of one hundred and twenty-five dollars (\$125.00) per pay period only during periods of temporary reassignment of the worksite. Only employees permanently assigned to a Travel Crew by the Transportation Department and whose work site is temporarily transitioned to the Blythe or Thermal Yard and is at least seventy-five (75) miles from the employee's

regular work location, shall be entitled to receive the inconvenience premium. . In addition, any permanent travel crew employee who's regularly assigned worksite is in the Blythe or Thermal Yard, and whose worksite is temporarily transitioned to a work location that is at least seventy-five (75) miles from the employee's regular work location shall be entitled to the same inconvenience premium.

Notwithstanding the above paragraph, any employees who were receiving this differential on the effective date of this MOU who would not qualify for it based on the language above will continue to receive it. The requirements of the above paragraph apply to any employees eligible to receive this differential on the effective date of this MOU.

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 fifteen dollars and sixty-three cents (\$15.63) per shift, but not to exceed one hundred and twenty-five dollars (\$125.00) per pay period only during periods of temporary reassignment of the worksite.

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 in their base salary on the salary range 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 has been selected and trained as a trainer shall receive three dollars (\$3.00) per hour worked for each hour in which they are actually engaged in training other Fire Communications Call Takers, Fire Communications Dispatchers, Sheriff's 911 Call Taker or Sheriff's 911 Communications Officers.

- d. For increases provided by a-c above, the employee's anniversary date will not change.

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 no documented (within the last rolling year) attendance issues as specified in department policy, 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. Applicants 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. Applicants 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. A memo must be submitted by the 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 performance improvement plan 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 or designee.
 - 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 or designee 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 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.

These P.O.S.T. Certifications do not stack. An employee who earns an Intermediate Certificate shall no longer be paid for the Basic Certificate. An employee who earns an Advanced Certificate shall no longer be paid for the Intermediate or Basic Certificate.

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

- a. Employees in the classification of Sheriff 911 Communications Officer II who possess a valid Basic, Intermediate, or Advanced certificate, shall receive an 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.

These hourly differentials do not stack. An employee who earns an Intermediate Certificate differential shall no longer be paid for the Basic Certificate differential. An employee who earns an Advanced Certificate differential shall no longer be paid for the Intermediate or Basic Certificate 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.

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:
 1. Basic FCD Certification – equal to four percent (4%) of the employee’s base hourly rate of pay paid as a differential.
 2. Intermediate FCD Certification - equal to seven percent (7%) of the employee's base hourly rate of pay paid as a differential.
 3. Advanced FCD Certification - equal to twelve percent (12%) of the employee's base hourly rate of pay paid as a differential.

These Certifications do not stack. An employee who earns an Intermediate Certificate shall no longer be paid for the Basic Certificate. An employee who earns an Advanced Certificate shall no longer be paid for the Intermediate or Basic Certificate.

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:

1. Any employee in the below listed job classifications working for the Facilities Management Department and assigned to a Sheriff or Probation detention facility (not including the RUHS Correctional Health jail ward) shall receive a differential of one dollar (\$1.00)/hour for hours actually worked in such facilities.

Any employees in the job classification listed below working for the 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
57731	Dental Assistant
57732	Registered Dental Assistant
79530	Probation Specialist
15833	Storekeeper

2. The following Sheriff's Department classifications receive the Detention Differential of one dollar (\$1.00)/hour for hours actually worked in such facilities:

13818	Sheriff Corrections Assistant I
13819	Sheriff Corrections Assistant II
13817	Sheriff Corrections Assistant Trainee
52261	Sheriff's Service Officer I
52262	Sheriff's Service Officer II
52264	Community Service Officer I
52265	Community Service Officer II
15833	Storekeeper

- K. Flood, Transportation and Waste Skill Pay: Employees in the classifications of Maintenance Construction Worker, Equipment Operator I, Equipment Operator II, or Senior Equipment Operator shall receive the following premiums:

1. Those employees in eligible departments/classifications operating any dozer which is a D-8 equivalent or larger, shall be paid one dollar and seventy-five cents (\$1.75) per hour for time actually worked operating the dozer (this excludes time worked as a trainee). For Waste Resources employees, Equipment Operators qualify for this skill pay only while operating eligible equipment in the active commercial dumping area during hours for which the landfill is open to the public; or
 2. Those employees in eligible departments/classifications operating a (trash) compactor shall be paid one dollar (\$1.00) per hour for time actually worked operating the compactor.
 3. Lowboy: Those employees operating a lowboy to haul a long reach excavator (typically with boom length greater than 30 feet) shall be paid one dollar and fifty cents (\$1.50) per hour for time hauling, loading and unloading the long reach excavator. To be eligible, the Lowboy driver/operator shall be responsible for loading, securing, transporting, and unloading the long reach excavator.
- L. Hazardous Incident. All LIUNA represented employees assigned to the Fire Department assigned to respond to a hazardous incident as declared by the Fire Department, as defined by the Executive Leadership, shall receive a three dollar (\$3.00) per hour differential pay.
- M. 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 one hundred dollars (\$100.00) per month as hazard pay in recognition of the exposures and difficulties of their job.
- N. Court Callback. Notwithstanding any other provisions of this MOU, 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 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) their 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. Compensation shall cease when the employee's regular work shift begins.
- O. Sheriff's Aircraft Mechanic Inspection Pay.
- Sheriff's Senior Aircraft Mechanics and Aircraft Mechanics who possess a valid Federal Aviation Inspection License that provides the employee the ability to perform Inspection Authorizations shall be entitled to a differential of two dollars (\$2.00) per hour for hours worked performing such inspections.

Sheriff's Senior Aircraft Mechanics and Aircraft Mechanics assigned to in-flight maintenance checks shall receive three dollars (\$3.00) per hour for hours worked in which they directly perform in-flight maintenance checks.

P. Compounding Pharmacy Technician Assignment

Employees in the Pharmacy Technician II & III classification who are designated by regulation as Compounding Designated Person of a compounding pharmacy service within a licensed Pharmacy shall receive a differential of one dollar (\$1.00) (per hour while performing the duties of the Compounding Designated Person.

ARTICLE V
PAY PRACTICES

Section 1. Merit Increase

A. SALARY ADVANCE

1. Employees shall receive their merit increases on their anniversary date.

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 twenty-six (26) pay periods in a paid status in the position. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of thirteen (13) pay periods in a paid status in the position. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

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 twenty six (26) pay periods 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 who successfully completes their 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 thirteen (13) pay periods in a paid status, 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 twenty six (26) pay periods in a paid status, and subsequent anniversary dates shall occur at like intervals.
- E. The provisions of this section shall be subject to other specific provisions of this MOU concerning change of anniversary dates.
 - F. Prior to the employee's anniversary date the Department Head or designee, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form if the increase is not allowed. The Department Head or designee may disallow a salary increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee.

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.

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.

- G. The compensation of every employee shall be considered for a four percent (4.0%) base salary increase upon their anniversary date, but not to exceed the maximum salary of the salary range for the employee's classification, except as otherwise provided by the MOU. If at the time of the employee's anniversary date, the employee's existing salary is less than 4.0% below the maximum of the salary range for the employee's classification, the employee's merit increase shall be at an amount that places the employee at the maximum of the classification's salary range.

Section 2. New Employees

- A. Except as otherwise provided by this MOU, a new employee shall be appointed at the minimum salary of the classification's salary range. The Department Head with

the prior approval of the Human Resources Director 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 authorizes a position to be filled at such higher salary than the minimum of the range, except in cases where a new employee has the experience and/or qualifications that justify a such a rate, the Human Resources Director may also advance all incumbents of positions in the same class. The anniversary date shall be the first day of the pay period which is not less than twenty six (26) pay periods in a paid status thereafter, not including overtime. When such an incumbent employee is already on that salary, their anniversary date shall not change.

When the Human Resources Director authorizes a position to be filled at a rate of pay equivalent to or higher than an incumbent with greater experience and/or qualifications than the person being hired, LIUNA shall have the right to request to meet and confer regarding equity adjustments for incumbents. This right to meet and confer shall not delay the County's right to hire the candidate.

B. Difficult to Recruit Positions

1. Classifications or Positions Designated as DTR

Notwithstanding the provisions of this MOU, employees shall be compensated at a rate up to twenty percent (20%) of their base rate of pay for hours actually worked in a pay period for those positions identified in specific classifications in a specific department designated by the Human Resources Director as "difficult to recruit" (DTR).

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

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

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

The DTR differential shall only apply to actual hours worked.

The assignment of the DTR differential shall trigger a review by the Human Resources Department of the position and classification. The review shall consist

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

For any classifications or positions identified as “difficult to recruit” (DTR) for a period of one-hundred and eighty (180) days or greater, including any classifications or positions identified as (DTR) as of the effective date of this MOU, the County shall have the following four options:

1. Remove the DTR;
2. Incorporate it into the base salary of the classification or position;
3. Create a permanent differential premium equivalent to the DTR pay; or
4. Create a new classification in which the DTR pay will be included in the base pay for that classification.

If requested by LIUNA, the parties shall meet and confer over items 2 and 3 above. As for number 4 above, the County has the right to create a new classification, but if requested by LIUNA, shall meet and confer over salary and terms and conditions of employment. LIUNA must request to meet and confer within ten (10) business days of being notified by the County.

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 (i.e., the employee was not terminated for cause) 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, their 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. 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 twenty-six (26) pay periods following a promotion, voluntarily demote to their previously held classification may return to the salary (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment) of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The anniversary date shall not change.

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 following a reclassification to a class with a higher salary plan/grade shall be determined in accordance with this MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of thirteen (13) pay periods in a paid status, in the new classification. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period. Thereafter, anniversary dates shall be on the first day of the pay period following each additional twenty-six (26) pay periods in a paid status. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

- 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 be the first working day of a pay period.

Section 8. Temporary Promotion.

A regular employee may be promoted on a temporary basis (for a maximum of 960 hours) to fill a vacant position as a result of a leave of absence of the incumbent of that position, or pending appointment or recruitment to a vacant position. Such promotion is designated "temporary promotion". The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.

When the absence ceases or the vacancy is filled, the employee shall return to their regular position, and their salary and anniversary date shall be re-determined as if the temporary promotion had not occurred (i.e., the anniversary date will be modified to reflect as though the employee did not leave the lower classification). Any salary increases which would have been due in their regular position shall be allowed.

Employees who are temporarily promoted shall not serve a probationary period in the temporarily promoted classification, nor will they obtain property rights to the classification. If the employee is promoted into the classification during the time they are serving in a temporary promotion, the time spent in the temporary promotion shall count towards completion of probation in the promoted into classification.

Section 9. Working in a Higher Classification

Any employee assigned in writing by a Department Head or designee to perform the duties of a higher classification for the pay period in which the assignment started and the following full pay period or more shall be compensated five and one half percent (5.5%) above their base rate of pay effective the first day of the first full pay period following when the duties were performed. Such accumulated hours of such assignment(s) shall be credited toward qualifying experience for possible promotion.

If an employee believes they are working in a higher class, and have not received a written request to do so by a Department Head or designee, they may ask to receive a written request. If the Department Head or designee agrees with the employee, they will provide the written request.

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

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 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 thirteen (13) pay periods except:

Eligibility Technician I/II	Thirty-nine (39) pay periods combined initial probationary period
Child Support Interviewer	Twenty-six (26) pay periods
Child Support Specialist	Twenty-six (26) pay periods
Senior Child Support Specialist	Twenty-six (26) pay periods for employees initially hired into the classification and thirteen (13) pay periods for employees promoted into this classification

Coroner Technician	Twenty-six (26) pay periods
Fingerprint Examiner I	Twenty-six (26) pay periods
Fingerprint Examiner II	Twenty-six (26) pay periods
Fingerprint Technician I	Twenty-six (26) pay periods
Fingerprint Technician II	Twenty-six (26) pay periods
Forensic Technician I	Twenty-six (26) pay periods
Forensic Technician II	Twenty-six (26) pay periods
Investigative Technician I	Twenty-six (26) pay periods
Fire Communications Dispatcher I	Thirty-nine (39) pay periods
Fire Communications Dispatcher II	Thirty-nine (39) pay periods
Sheriff 911 Communications Officer I	Thirty-nine (39) pay periods
Sheriff 911 Communications Officer II	Thirty-nine (39) pay periods
Public Defender Investigator I	Twenty-six (26) pay periods
Public Defender Investigator II	Twenty-six (26) pay periods
Sheriff's Corrections Assistant Trainee	Twenty-six (26) pay periods
Sheriff's Corrections Assistant I	Twenty-six (26) pay periods
Sheriff's Corrections Assistant II	Twenty-six (26) pay periods
Building Inspector Trainee	Twenty-six (26) pay periods

- C. Extension of Initial Probation. The initial and promotional 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 or promotional probationary periods 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 or promotional probationary period may be extended by three (3) months (up to two (2) times) with a maximum of a thirteen (13) pay periods 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 they voluntarily promoted, demoted, or transferred. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first thirteen (13) pay periods (or the equivalent of the initial probationary period for those classifications where the initial probationary period exceeds thirteen (13) pay periods) 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 (e.g., an employee who was rejected from probation), the salary (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment) 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 military leave of absence.

- F. Failure to Pass Promotional Probation: If an employee does not pass promotional probation (i.e., returned to former class), within ten (10) calendar days after the return, the employee may request that the Human Resources Department review the decision to ensure that department policies regarding promotional probation were followed. An employee may attach a response to the release.
- G. 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 thirteen (13) pay periods.

Section 2. Retirement

A. Retirement Formulas and Calculations.

1. Tier 1 – 3% @ 60. The County contracts with the California Employees' Retirement ("CalPERS") to provide the 3% at 60 retirement formula for all "classic employees" hired on or before August 23, 2012 as set forth in California Government Code Section 21354.3. For Tier 1 classic employees, the retirement benefit is based on the annual compensation for the single highest year during the employee's membership in CalPERS as set forth in California Government Code Section 20042. Employees in Tier 1 shall pay their 8% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.

2. Tier 2 – 2% @ 60. The County contracts with the California Employees'

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

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

B. 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.

C. 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, adopted by Board policy shall be administered by the Human Resources Director.

Section 5. County Provided Life Insurance.

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 this MOU.

Section 6. Post-Employment Employee Options for Sick Leave.

1. Unused accumulated sick leave shall be paid as listed below subject to the following criteria:
 - a. The employee has at least five (5) years of continuous service;
 - b. Upon service retirement, disability retirement or death of an employee (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than service retirement, disability retirement or death of an employee); and
 - c. The provisions of any applicable agreement between the employing agency and the Public Employees' Retirement System.
2. The value of such payout shall be as follows:
 - a. Employees with at least five (5) but less than fifteen (15) years of continuous service shall be paid fifty percent (50%) of the employee's final sick leave balance (not to exceed nine hundred sixty (960) hours) at their base pay rate.
 - b. Employees with fifteen (15) or more years of continuous service shall be paid one hundred percent (100%) of the employee's final sick leave balance (not to exceed nine hundred sixty (960) hours) at their base pay rate.
3. Employees who are hired into an LIUNA represented classification shall submit to Human Resources, no later than sixty (60) days following hire into the LIUNA represented classification, an irrevocable election identifying which account(s) qualifying sick leave balances, in the amount applicable pursuant to Article 6 Section 6(2)(a)-(b), shall be deposited into. Each employee shall have the following election options:
 - a. One hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited into the employee's 457 Deferred Compensation account, up to the legal limit, and any remaining monies shall be paid to the employee.

- b. One hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited into a Voluntary Employees' Beneficiary Association (VEBA).
 - c. Fifty percent (50%) of the payable value of the qualifying sick leave balance shall be deposited to the 457 Deferred Compensation Account, up to the legal limit; fifty percent (50%) of the payable value of the qualifying sick leave balance shall be deposited to the VEBA, and any remaining payable value of the qualifying sick leave balance shall be paid to the employee.
 - d. Absent an irrevocable election on file by the employee, one hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited to the 457 Deferred Compensation account, up to the legal limit, and any remaining monies shall be paid to the employee. If the employee does not have a 457 Deferred Compensation account at the time of retirement, the employee's demographic information will be forwarded to the appropriate administrator of the 457 Deferred Compensation program with the payable value of the qualifying sick leave and a 457 Deferred Compensation account will be established and monies will be deposited accordingly.
 - e. An employee's one-time, irrevocable election shall remain in effect for the duration of the time they are in an LIUNA represented classification. Should the employee transition to a classification in another bargaining unit, and subsequently return to an LIUNA represented classification, their initial irrevocable election will remain in effect; the employee will not be able to make another election.
4. To facilitate such election, the County shall provide access to a Deferred Compensation Account (457) and/or a Voluntary Employees' Beneficiary Association (VEBA) account wherein the payable value of qualifying final sick leave accrual balances will be deposited, up to the legal limit.
 5. Payment resulting from death, up to the limits set forth in the MOU in Article 6 Section 6 (2) a and b, shall be made to the persons entitled to otherwise, in accordance with the Probate Code.
 6. Each employee currently covered under this MOU shall submit to Human Resources between January 13 and March 13, 2025, an irrevocable election identifying which account(s) qualifying sick leave balances will be deposited into. For the period between Board of Supervisors approval of this 2024-2027 MOU until March 13, 2025, qualifying sick leave accruals will be mandatorily contributed to the VEBA.

Section 7 Vacation and Other Qualifying Leave:

Unused accumulated vacation and other qualifying leave shall be paid, at the rate of the

employee's current base hourly rate at the time an employee leaves County employment.

Section 8. Driver's License.

Employees who are required to provide to the Department a copy of a valid driver's license, must notify their supervisor of any 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 their normal duties, they 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 their license reinstated. If upon expiration of the thirty (30) days the employee has failed to have their license reinstated they 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 Class A and Class B Commercial Driver's License

This section applies to employees in the following departments: Waste Management, Flood Control District, and Transportation. The Fire Department is also subject to this section, but is only subject to subparagraph E of this section.

A. Training

Employees required to upgrade or maintain a Class A or Class B commercial driver's license and appropriate endorsements, will be provided in-house instruction and behind-the-wheel training. The trainings will be paid for by the department.

B. Medical Examinations

The County agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive the exams from a contractor physician or clinic.

C. Fee Reimbursements

1. Permanent employees in a County classification which requires a Class A or B commercial driver's license will be reimbursed for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) after the employee has remained in County service for twenty-six (26) pay periods and if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), (2) the classification designated by the department requires the employee to upgrade the employee's driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:

- a. The employee is authorized at least ten (10) business days in advance by the employee's supervisor to take the examination;
 - b. The employee has a valid, current medical certification acceptable to DMV;
 - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
 3. The County will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
 4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

1. Upon ten (10) business days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided: a) the examination is scheduled during the employee's scheduled work hours; and b) the examination does not interfere with the operational needs of the department.
2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) business days advance notice the department will allow the employee to use a County owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

E. Compensation - Class A or B Bonus – This language also applies to the Fire Department

Permanent employees with a Class A or B license in a regular position, which requires a Class A or B license, shall be eligible for a one-time bonus in the amount of five hundred dollars (\$500.00).

1. Eligibility Criteria:

Must possess a valid Class A or Class B driver's license. Must have held their position for twenty-six (26) pay periods.

2. Bonus Structure:

a. Employees who possess the required Class A or B license, will receive a five hundred dollar (\$500.00) bonus no later than sixty (60) days following Board of Supervisors approval of this MOU.

b. Employees will receive a five hundred dollars (\$500.00) bonus after obtaining the required Class A or B license and after meeting the eligibility criteria.

c. Employees who later obtain a Class A license after obtaining a bonus from being qualified for the Class B license bonus, are eligible for an additional five hundred dollars (\$500.00) bonus, provided they meet the eligibility criteria again.

3. Transfer Policy:

Employees who transfer to another County department will not be eligible to receive a bonus for the same class A or class B license paid out in their prior department.

Each bonus is awarded only once per employee per license class. The bonus will be paid following the confirmation of eligibility and receipt of the required documentation.

Section 10. 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 comes later provided that during such period such employee has been free of any other directive, corrective, and/or corrective counseling notations.

Section 11. 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 12. 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 employees hired after January 1, 2014 (including all new or re-hired 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.

- C. The County shall make every reasonable effort to resolve payroll errors within one (1) pay period.
- D. If an employee receives more compensation (whether in the form of salary, overtime, or any other form of compensation contained in this MOU), than they are entitled to receive (i.e., is overpaid), the County will inform the employee. The County will work with the employee to reconcile the overpayment and if overpaid will work to create a repayment schedule.

Section 13. 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. Every regular employee shall accrue sick leave pay on a daily basis. Employees in a paid status for eighty (80) hours or more during the pay period shall accrue four (4) hours per pay period. Employees in paid status for less than eighty (80) hours during the pay period shall accrue a pro-rated amount of sick leave.

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 employee whose employment is permanently terminated shall automatically be canceled.

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 or approved medical leave of absence 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. Sick leave may be used for the diagnosis, care or treatment of, or preventative care for, the employee. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for, an employee's family member, as defined under applicable law, and shall be permitted up to the minimum established by the law.

Section 2. 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 to only be used during the employee's regularly scheduled shift, not on off days. 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 3. 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 their status.

Section 4. 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 Fair Employment and Housing Act and 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. Jury Duty.

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

Section 6. 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 7. Abandonment/Automatic Resignation

- A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written department notification does not respond to the department and/or does not provide a satisfactory explanation for the absence; and for the employee's failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three (3) business days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers.
- B. An employee may, within ten (10) business days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. 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 neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and the employee.

Section 8. 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 the employee's scheduled starting time unless an emergency prevents the employee from contacting their supervisor or designee.

ARTICLE VIII VACATION

Section 1 Accruals.

- A. Subject to the limitations and exclusions 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 in a paid status, eighty (80) hours;

Year four (4) (three (3) years and one (1) day) through nine (9) in a paid status, one hundred twenty (120) hours;

Year ten (10) (nine (9) years and one (1) day) or more one hundred and sixty (160) hours (twenty (20) days).

Pay periods in which employees are in unpaid status for the entire pay period do not count for eligibility toward the vacation accrual rates above.

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be taken only at a time or times agreeable to the Department Head. 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. Employees who make a request to use their vacation will be provided with a response to their request within thirty (30) days assuming their request is at least thirty (30) days prior to the requested vacation time off. This requirement does not exist for vacation requested to be used between November 1 and January 31.

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
June 19, Juneteenth
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Indigenous Peoples' 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.

Employees working an alternative work schedule (e.g., 9/80, 4/10 or 3/12 schedule), shall have the option of electing unpaid hour(s) on the day of the observed holiday beyond the allotted eight (8) hours of holiday pay.

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

C. Payment for the Holiday

1. Working the Holiday Regular or seasonal full-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their base hourly rate for the time actually worked. In addition, such employee shall have a choice of:
 - a. Banking holiday time - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at their base hourly 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 holiday time - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at their base hourly 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 base hourly 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, they shall receive holiday pay in an amount equivalent to the reduction in their 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 Time Holiday time 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, Sheriff's Corrections Assistant Trainee, I and II 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, Pharmacy Technicians, and Registered Dental Assistants 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.

Section 6. Certificate Reimbursement – Peer Support Specialist.

Upon successful completion of the recertification renewal process for employees in the Peer Support Specialists series, the County will pay the cost to renew the certification. This agreement applies to employees in the Peer Support Specialists series on the date of the Board of Supervisors approval of this 2024-2027 MOU. It does not apply to any employees hired or rehired in the future or employees who were not in the Certified Peer Support Specialist Series on the date of the Board of Supervisors approval of this 2024-2027 MOU.

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. 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 Non-Discrimination and Anti-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 sent by an overnight service such as Federal Express or overnight UPS, and addressed to the designated recipient at the last known address. Whenever there is an interview of an employee where the significant purpose is to investigate facts which may support disciplinary action

the employee has a right 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, the Department Head, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the 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 they determine 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 Skelly Officer prior to the Skelly Meeting deadline as stated on the Notice of Intent. The parties may agree to extend the Skelly meeting deadline.
- 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 a suspension of eighty (80) hours or less, 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 Mediation and 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 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 Union.

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 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. If an arbitrator informs the County, they need to be removed from the list or can no longer serve, the parties shall promptly meet and confer over the addition of another 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 not represented by legal counsel the employee may be represented only by LIUNA.
- 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. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. Within twenty one (21) business days following the 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 the California Public Employees' Retirement Law.
 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 the California Public Employees' Retirement Law.
 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.
 8. The arbitrator shall render findings sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise a reviewing court of the basis for the arbitrator's decision. If the arbitrator fails to do so either party may request in writing within thirty (30) business days of the issuance of the decision that the arbitrator render such findings. The party requesting the arbitrator render such findings shall pay for any costs of the arbitrator related to this provision.
- J. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to relying on in the conduct of serious affairs.
- K. 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.

- L. Irrelevant and unduly repetitious evidence shall be excluded.
- M. 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.
- N. Oral evidence shall be taken only on oath or affirmation.
- O. Employees not testifying on their own behalf may be called and examined as on cross-examination.
- P. 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.
- Q. The hearing shall be a private proceeding among the County, the employee and LIUNA.

ARTICLE XIII
APPEAL PROCESS FOR NON-DISCIPLINARY RELEASE

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

Section 1. Notice of Action

- A. Written notice of the intent to separate for non-disciplinary reasons shall be served on the affected employee at least seven (7) business days prior to the effective date of the action and the notice shall include:

1. A description of the action to be taken and the expected effective date;
 2. A clear and concise statement of the specific grounds and particular facts upon which the action is based;
 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
 4. A statement informing the employee of the right to respond either verbally or in writing, to the Skelly Officer prior to the Skelly meeting deadline as stated on the Notice of Intent. The parties may agree to extend the Skelly Meeting deadline.
- B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the separation will be implemented shall be served on the employee on or before the effective date of the action and shall include:
1. A statement informing the employee of the separation, the effective date of the action, and that the action is being taken for the reason specified in the letter of intent; and
 2. A statement informing the employee of the right to appeal within ten (10) business days of the date the letter is served on the employee.

Section 2. Appeals

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

An appeal shall include:

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

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

Section 3. Waiver

If an employee fails to submit a complete appeal within the time specified, or fails to appeal the separation within the time specified, or after appealing, withdraws the appeal, the right to review is deemed waived. Further, after an appeal is filed, the parties shall begin selecting an arbitrator within ten (10) business days of receiving the request to

appeal. If the employee, or their representative, fails to take the next step to advance the appeal (i.e., select an arbitrator and set a hearing date) at any point in the process for ninety (90) calendar days the appeal is deemed withdrawn and the right to review is waived. (Note: It is not a requirement that the hearing be scheduled within the initial ninety (90) calendar days; however, the hearing must be scheduled as soon as reasonably possible without undue delay.)

Section 4. Appeal Procedure

- A. The parties shall maintain a jointly negotiated list of up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- B. The hearing shall be set by the Human Resources Director, or designee, and the employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- C. The employee may be represented by counsel or other representative; however, if the employee is not represented by legal counsel the employee shall be represented only by LIUNA. The County may be represented by counsel or other representative.
- D. It shall be the duty of a County employee to attend a hearing and testify upon the written request of the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the employee. The arbitrator is authorized to issue subpoenas.
- E. All appeal hearings under this Section shall be reported by a stenographic reporter.
- F. The expenses of the hearing, including but not limited to, the costs of the arbitrator and transcripts shall be shared equally by the County and the Union. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness during the employee's regular working hours shall be released from work without loss of compensation or other benefits to attend the hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.
- G. In the event an employee is represented by the Union, the cost of the hearing shall be shared equally by the Union and the County. However, SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by LIUNA at the hearing.
- H. Any expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or cancelling party.

- I. Within twenty-one (21) business days following the hearing of the appeal, or as soon thereafter as practicable, the arbitrator shall submit written findings of fact, conclusions of law and the decision to the parties.
 1. The arbitrator shall confine the decision to whether, based upon the evidence at the time the County separated the employee, the employee was medically or psychologically incapacitated from performing the essential functions of their position for a permanent or uncertain duration. The arbitrator shall not substitute their opinion for that of the health care provider.
 2. The arbitrator's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee received since the date of discharge. The employee shall supply records of such employment earnings when requested.
- J. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely upon in the conduct of serious affairs. Irrelevant and unduly repetitious evidence shall be excluded.
- K. Hearsay evidence shall be admitted and used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support separation from employment unless it is the type of hearsay admissible over objection in a civil action.
- L. Medical records may be submitted and relied upon without the requirement that the health care provider testify to authenticate those records. This does not preclude either party from calling health care providers to testify in support of whether the employee is fit or unfit to perform the essential functions of the position.
- M. The rules of privilege shall apply to the same extent to which they are recognized in a civil action. In addition, communications between the Human Resources Department and advocates, or representatives of the department involved in the arbitration, and communications between the Union representative and the employee shall be confidential and not subject to disclosure in a hearing.
- N. Oral evidence shall be taken only on oath or affirmation.
- O. Employees not testifying on rebuttal may be called and examined on cross examination.
- P. The employee and the department head or designee shall have these rights:
 1. To call and examine witnesses;
 2. To introduce evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 4. To impeach any witness regardless of which party first called the witness to testify; and
- Q. The hearing shall be a private proceeding among the County's representative, the employee and the employee's representative.
- R. The decision of the arbitrator shall be a binding decision upon the parties. However, each party shall be entitled to petition the Superior Court to confirm, correct or vacate the award as provided for by C.C.P. § 1285 et. seq. and within the time requirements set forth in C.C.P. § 1288.

ARTICLE 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:
1. Matters reviewable under some other County administrative procedure.
 2. 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.
 3. Matters involving the release of a probationary employee.
 4. 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.

5. 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, Ordinance, rule, regulation, or policy alleged to be violated, misinterpreted or misapplied as provided under Article 13, 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 or representative will attempt to 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 Step 1 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. If a neutral informs the County, they need to be removed from the list or can no longer serve, the parties shall promptly meet and confer over the addition of another 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 their 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 LIUNA.

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-out, nor interference with the County's operation during the term of this MOU.

Should a strike, sick-out, 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 them 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 MOU, 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.
- 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. LIUNA 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 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 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 they 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 Time-Bank reimbursement such that total payments do not exceed 100% of the regular pay.

B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to 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. Only the employee for whom the Time-Bank has been established may receive leave credits from the Time-Bank.
 2. The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one catastrophic medical condition.
 3. 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.
- B. For Cause Testing:

For Cause Testing refers to drug and alcohol testing administered to an Employee when there is reasonable suspicion that the Employee may be under the influence of drugs or alcohol while on duty or when such testing is deemed necessary due to the occurrence of specific events or incidents, including but not limited to:

1. Observable behavior indicating impairment.
2. Significant deterioration in work performance.
3. Involvement in an accident or incident that poses a risk to the safety of the Employee, other employees, or the workplace environment.
4. Violation of company policies related to drug and alcohol use.

C. Confidentiality:

All information obtained through For Cause Testing shall be treated as confidential by the Employer, except as required by law or authorized by the Employee. Test results will only be disclosed to those individuals with a legitimate need to know, such as management personnel involved in disciplinary actions or medical professionals responsible for assessing the Employee's fitness for duty.

D. Testing Procedures:

For Cause Testing shall be conducted in accordance with established procedures and protocols, which may include but are not limited to:

1. Collection of samples (urine, blood, breath, etc.) by qualified personnel.
2. Analysis of samples by accredited laboratories.
3. Review of results by a qualified medical review officer (MRO).

E. Employee Rights: The employee has the right to:

1. Be informed of the reasons for Cause Testing.
2. Obtain a copy of the testing results upon request.
3. Provide a written statement of evidence challenging the validity of the test results.

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 a CalPERS Medical Plan, toward the payment of premiums for health insurance.

While the County contracts for medical insurance with CalPERS, per the Public Employee Hospital and Medical Care Act, the County will contribute the required statutory minimum amount for each retiree which is inclusive of the twenty-five dollars (\$25.00) provided in the first paragraph.

Effective January 1, 2026, while the County contracts for medical insurance with CalPERS the County shall contribute both the CalPERS statutory minimum amount, plus an additional twenty-five dollars (\$25.00) per month on behalf of each

eligible retiree, inclusive of the retiree's dependents, enrolled in a CalPERS Medical Plan, toward the payment of premiums for health insurance. Upon reaching Medicare eligibility age, retirees will not continue to receive the twenty-five dollars (\$25.00) per month contribution.

B. Contribution Amounts for Employees in County Sponsored Health Insurance.

COVERAGE LEVEL	TOTAL COUNTY CONTRIBUTION	TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 14, 2024 (PAY PERIOD 25)	TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 13, 2025 (PAY PERIOD 25)
Employee Only:	\$873.00	\$926.52	Subject to meet and confer
Employee Plus One Dependent:	\$1,561.00	\$1,586.00	Subject to meet and confer
Employee Plus Family:	\$1,561.00	\$1,800.00	\$2,087.00

1. Employees must select a medical plan to receive these amounts.
2. Following the release by CalPERS in June/July 2025 of the rates for 2026, the parties shall engage in labor negotiations to determine the County contribution for employee only coverage and employee + 1 coverage for 2026.
3. Flex for Part-Time Employees.
 - a. 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.
 - b. Employees working thirty (30) to thirty-nine (39) hours per week, shall receive seventy five percent (75%) of the applicable flexible benefits contribution amount allotted for full-time regular employees per month per employee.
 - c. 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.

C. Waiving Medical Coverage.

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.

To exercise the opt-out choice, an employee must affirm their commitment to maintaining minimum essential coverage throughout the opt-out period by signing a statement. This affirmation should be submitted by the employee during the open enrollment of each plan year. However, if the County acquires evidence that the employee lacks the specified alternate coverage or if the necessary conditions are not met, the opt-out payment will not be disbursed, and the County will not process the payment. In cases where sufficient documentation or a signed attestation as required is not on record, retroactive payment will not be provided.

Employees will possess minimum essential coverage from an alternative source (excluding coverage obtained through the individual market, irrespective of its origin, including Covered California) for the relevant plan year of the opt-out arrangement.

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.

If an 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

Section 2. State Disability Insurance.

The County withholds employee contributions to SDI from employee pay checks. Employees shall receive short-term disability benefits from California State Disability Insurance.

ARTICLE XXII UNIFORMS, SAFETY SHOES 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. Behavioral Health

- c. Code Enforcement
- d. Department of Public Social Services
- e. Office of Economic Development
- f. Emergency Management Department
- g. Facilities Management
- h. Fire
- i. Fleet Services
- j. Flood Control
- k. Riverside University Health System (may include any and all individual departments under RUHS)
- l. Probation
- m. Sheriff
- n. Transportation
- o. Waste Resources

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

2. Property of the County. Uniforms issued by the County shall remain property of the County.
3. Replacement/Repair. Damaged or deteriorated uniforms or articles of the uniform caused by normal wear or events in the line of duty, as determined by the department, may be repaired or replaced at the department's discretion. 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 MOU 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 (Field Survey and Materials Lab Only)
97432	Engineering Technician II (Field Survey and 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
66529	Maintenance and Construction Worker
62901	Mechanic's Helper
97433	Senior Engineering Technician (Field Survey and Materials Lab Only)
66513	Senior Equipment Operator
66455	Senior Heavy Equipment Mechanic
62794	Senior Machinist – Welder
97382	Senior Traffic Signal Technician
66580	Sign Maker
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Transportation Warehouse Worker I

15822	Transportation Warehouse Worker II
66591	Tree Trimmer
66441	Truck Mechanic
66506	Truck & Trailer Driver

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 Transportation Department shall establish procedures, including procedures for employees assigned to remote locations, for the weekly exchange of soiled for laundered uniforms.

3. Uniforms – Fire Department.

The County shall provide a newly hired employee or an employee that newly enters a uniformed job classification a one-time initial voucher for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee. Each employee must obtain written authorization through their supervisor before going to an approved vendor. The voucher will be issued from County Fire Finance upon notification of hire date from supervisor. It is the employee’s responsibility to request the initial voucher through their supervisor. Once the voucher is received, the employee will then obtain new uniform items from the contract vendor.

Additionally, starting one-year from the date of hire, the employee will receive twenty five dollars and ninety six cents (\$25.96) each pay period (26 pay periods) for a total annual uniform allowance of six hundred seventy-five dollars (\$675).

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

<u>Classification</u>	<u>Job Code</u>
Air Conditioning Mechanic	62711
Building Maintenance Mechanic	62740
Equipment Parts Storekeeper	15825
Fire Apparatus Technician I	66452
Fire Apparatus Technician II	66453
Fire Apparatus Technician III	66454
Fire Communications Dispatcher I	13806
Fire Communications Dispatcher II	13807
Fire Operations Maintenance Worker	62109
Fire Prevention Technician	37870
Fire Safety Specialist	37872
Fire Systems Inspector	37873
IT Communications Technician III	86131
IT User Support Technician II	86183
IT User Support Technician II	86185
Lead Truck Driver-Delivery	15836
Maintenance Carpenter	62221
Lead Maintenance Carpenter	62222
Maintenance Electrician	62231
Lead Maintenance Electrician	62232
Maintenance Plumber	62271
Storekeeper	15833
Truck Driver-Deliver	15832

4. Uniforms - Probation Department. The County shall supply uniforms for the classification of Correctional Cook-Detention, Job Code 54420 and Correctional Senior Food Service Worker, Job Code 54453. The County covers the cost of the cleaning allowance, and it shall not exceed eight hundred dollars (\$800.00) annually.

5. Uniforms –Department of Animal Services. 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. Uniforms – Riverside University Health System - RUHS – Medical Center. Employees working in the following classifications will be provided five (5) shirts and five (5) pants unless otherwise indicated below.

<u>Classification</u>	<u>Job Code</u>
Baker	54401
Housekeeper	62341
Food Service Worker	54451
Senior Food Service Worker	54452
Cook Assistant	54430
Cook	54431
Senior Cook	54432

7. Uniforms – Waste Resources

The County shall supply uniforms to employees in the following classifications in the Department of Waste Resources:

Classification	Job Code
Automotive Mechanic I	66406
Automotive Mechanic II	66411
Crew Lead Worker	66502
Engineering Aide	97421
Engineering Technician I	97431
Engineering Technician II	97432
Equipment Maintenance Worker	62920
Equipment Operator I	66511
Equipment Operator II	66512
Equipment Parts Helper	15824
Fleet Services Assistant	13417
Garage Attendant	62951
Gate Services Assistant	13325
Hazardous Waste Inspector I	73561
Hazardous Waste Inspector II	73562
Heavy Equipment Mechanic	66451
Maintenance & Construction Worker	66529
Mechanics Helper	62901
Senior Engineering Technician	97433
Senior Equipment Operator	66513
Senior Gate Services Assistant	13325
Senior Hazardous Waste Inspector	73563
Senior Heavy Equipment Mechanic	66455
Truck Mechanic	66441

8. Uniforms – Sheriff’s Department. The County shall supply uniforms to employees in the Forensic Technician I/II, Community Service Officer, Sheriff Service Officer, and Sheriff Corrections Assistant classifications within the Sheriff’s Department.

County Correctional Facilities. If uniform shirts are required to be worn by employees working in a correctional facility the department shall provide four (4) 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.

9. Uniforms – District Attorney’s Office. The County shall supply uniforms to employees in the Forensic Technician I/II classifications within the District

Attorney's Office upon entry into the classification and on an as-needed basis thereafter.

10. Uniforms – Behavioral Health. The County shall supply uniforms to employees in the classifications of Medical Transportation Technician and Community Services Assistant.
11. Uniforms – Emergency Management. Employees in the classification of Support Services Technician (Job Code # 15826) are provided with their initial uniform from the County. Annually thereafter, employees will be provided with a voucher not to exceed six hundred dollars (\$600.00) for the purchase of uniforms.

Section 2. Safety Shoes

- A. Flood Control District. The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for safety shoes:

Automotive Mechanic I
Automotive Mechanic II
Building Maintenance Worker
Buyer Assistant
Construction Inspector I
Construction Inspector II
Engineering Technician I
Engineering Technician II
Equipment Operator I
Equipment Operator II
Equipment Parts Storekeeper
Garage Attendant
Heavy Equipment Mechanic
Maintenance and Construction Worker
Mechanics Helper
Principal Construction Inspector
Senior Building Maintenance Worker
Senior Construction Inspector
Senior Engineering Technician
Senior Engineering Technician PLS/PE
Senior Equipment Operator
Senior Heavy Equipment Mechanic
Truck Mechanic

Reimbursement is only applicable to those employees in the above-referenced classifications within the Operations and Maintenance Division and District Field employees who have regular duties that require them to spend 50% or more of their workweek in the field.

The safety footwear must meet the requirements and specifications in the ASTM International (ASTM) F2412-XX, Standard Test Methods for Foot Protection,

ASTM F2413-XX, Standard Specification for Performance Requirements for Foot Protection, or ASTM F2892-XX Standard Specification for Performance Requirements for Soft Toe Protective Footwear (Non-Safety/Non-Protective Toe). All footwear built to ASTM F2413 or ASTM F2892 specification must be labeled with the appropriate safety feature marks on the inside or outside surface of the tongue, gusset, shaft, or quarter lining located inside a rectangle box.

- B. Purchasing and Fleet. The department shall reimburse employees in the following classifications a maximum of three hundred dollars (\$300) annually for the purchase of safety shoes. Protective Safety Shoe reimbursement would apply only to those employees in the following classifications who have regular duties requiring them to spend more than fifty percent (50%) of the workweek out in the field (e.g. performing duties inside of an automotive repair facility). Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
13417	Fleet Services Assistant
66417	Automotive Service Writer
66406	Automotive Mechanic I
66411	Automotive Mechanic II
66412	Automotive Mechanic III
66405	Automotive Mechanic III-Certified
66416	Fleet Services Technician
66410	Sr. Automotive Mechanic
66441	Truck Mechanic

- C. TLMA – Transportation. The department shall reimburse employees in the following classifications up to three hundred dollars (\$300) annually for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
66501	Bridge Crew Worker
54431	Cook
66502	Crew Lead Worker
97421	Engineering Aide
97431	Engineering Technician I
97432	Engineering Technician II
33225	Environmental Compliance Inspector II
66511	Equipment Operator I
66512	Equipment Operator II
62931	Equipment Tire Installer
62951	Garage Attendant
66451	Heavy Equipment Mechanic
62202	Laborer
66504	Lead Bridge Crew Worker

66582	Lead Traffic Control Painter
66592	Lead Tree Trimmer
66529	Maintenance & Construction Worker
62901	Mechanics Helper
97413	Principal Construction Inspector
66580	Sign Maker
97433	Sr Engineering Technician
97437	Sr Engineering Technician PLS/PE
66513	Sr Equipment Operator
66455	Sr Heavy Equipment Mechanic
76484	Sr Land Surveyor
62794	Sr Machinist – Welder
97382	Sr Traffic Signal Technician
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Transportation Warehouse Worker I
15822	Transportation Warehouse Worker II
66591	Tree Trimmer
66516	Truck & Trailer Driver
66441	Truck Mechanic

- D. TLMA - Code Enforcement - The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
13423	Code Enforcement Technician
33241	Code Enforcement Officer I
33239	Code Enforcement Officer II
33240	Code Enforcement Officer II (D)
33249	Senior Code Enforcement Officer
33243	Senior Code Enforcement Officer (D)

- E. TLMA – Administration. The department shall reimburse employees in the following classifications up to three hundred dollars (\$300) annually for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
15826	Support Services Technician
15820	Senior Support Services Technician

- F. Environmental Health. The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
98752	Environmental Health Technician I
98753	Environmental Health Technician II

- G. Waste Resources Department Safety Shoes. As authorized by the Department Head, and upon presentation of proof of purchase acceptable to the Department, the Department shall reimburse employees assigned to landfill operation, to a maximum of three hundred dollars (\$300.00) per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of their duties.. Reimbursement would apply only to those employees in the following classifications who have regular duties that require them to spend fifty percent (50%) or more of their workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
66406	Automotive Mechanic I
66411	Automotive Mechanic II
66410	Senior Automotive Mechanic
66502	Crew Lead Worker
97421	Engineering Aide
97431	Engineering Technician I
97432	Engineering Technician II
97433	Sr Engineering Technician
15824	Equipment Parts Helper
15825	Equipment Parts Storekeeper
62920	Equipment Maintenance Worker
66511	Equipment Operator I
66512	Equipment Operator II
66513	Sr Equipment Operator
13417	Fleet Services Assistant
62951	Garage Attendant
73561	Hazardous Waste Inspector I
73562	Hazardous Waste Inspector II
73563	Sr Hazardous Waste Inspector
66451	Heavy Equipment Mechanic
66455	Sr Heavy Equipment Mechanic - Waste
66529	Maintenance and Construction Worker
62901	Mechanics Helper
66441	Truck Mechanic

- H. Facilities Management. The Department will supply and pay for, through a third-

party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
Air Conditioning Mechanic	62711
Lead Air Conditioning Mechanic	62712
Building Maintenance Mechanic	62740
Building Maintenance Worker	62730
Construction Inspector	97413
Sr. Construction Inspector	33203
Gardener	62141
Grounds Worker	62171
Grounds Crew Lead Worker	62142
Maintenance Carpenter	62221
Maintenance Electrician	62231
Lead Maintenance Electrician	62232
Maintenance Mechanic	62735
Lead Maintenance Services Mechanic	62742
Maintenance Painter	62251
Lead Maintenance Plumber	62272
Maintenance Plumber	62271

- I. RUHS. The Department will supply and pay for, through a third-party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
Air conditioning Mechanic	62711
Building Maintenance Mechanic	62740
Gardener	62141
Grounds Crew Lead	62142
Grounds Worker	62171
Maintenance Mechanic	62735
Maintenance Plumber	62271
Maintenance Carpenter	62221

- J. Sheriff's Department - The Department will supply and pay for, through a third-party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
Aircraft Mechanic	66301
Community Service Officer I	52264
Community Service Officer II	52265
Coroner Technician	37498
Custodian	62321
Forensic Technician II	37531
Senior Coroner Technician	37499
Sheriff Service Officer I	52261
Sheriff Service Officer II	52262

Section 3. 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 classes below, 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
Automotive Services Writer	
Senior Automotive Mechanic	Automotive Mechanic I, II, III
Fleet Services Assistant	
Fleet Services Technician	
Truck Mechanic	
	Senior Automotive Mechanic

	Waste Resources Department
	Heavy Equipment Mechanic
	Mechanics Helper
	Senior Heavy Equipment Mechanic - Waste
	Truck Mechanic
	Automotive Mechanic I, II, III
	Senior Automotive Mechanic Equipment Maintenance Worker (when enrolled in the apprenticeship/training program with pre-authorization from supervision
Transportation Department	Sheriff's Department

Heavy Equipment Mechanic	Aircraft 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 their employment solely due to the theft of tools from a County facility or vehicle.

A. Tool Allowance

The County will provide a reimbursement allowance of two hundred and fifty dollars (\$250) per employee per calendar year (which will increase to seven hundred and fifty dollars (\$750) effective January 1, 2025) 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 establish a Joint Labor Management Committee to discuss ergonomic assessments.

ARTICLE XXV
COMPENSATION AND BENEFIT INCREASES

Section 1. Wage Increases.

- A. In exchange for the elimination of the Fairness Provision of the 2019-2024 MOU, all employees in the bargaining unit on the first day of the first full pay period following Board of Supervisors approval of this 2024-2027 MOU shall receive one thousand five hundred dollars (\$1,500) (less tax withholdings) to be paid on December 26, 2024.
- B. Effective May 1, 2025, all classifications in the bargaining unit shall receive a four percent (4.0%) increase to their base salary. Employees will receive a four percent (4.0%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed four percent (4.0%).
- C. Effective April 30, 2026, all classifications in the bargaining unit shall receive a four percent (4.0%) increase to their base salary. Employees will receive a four percent (4.0%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed four percent (4.0%).
- D. In exchange for the elimination of the Fairness Provision of the 2019-2024 MOU, effective February 4, 2027, all classifications in the bargaining unit shall receive a two and one-half percent (2.5%) increase to their base salary. Employees will receive two and one-half percent (2.5%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed two and one-half percent (2.5%).
- E. During the term of this MOU, the County has the right to modify the salary structure subject to meet and confer with LIUNA.

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. The privilege does not extend to

the individual members of an organization. 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 per Section 4 and 5 of this Article may be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least 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). All meetings will be scheduled through Human Resources, and, at the time the request is made the request will be granted, provided that the meeting room requested has not been previously scheduled.

Section 4. Education and Training Release Time.

The County agrees to release 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.

Section 6. New Employee Orientation

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

County shall provide LIUNA written notice of both county-wide and department-level new employee orientations/on-boarding sessions, no matter how few participants, and

whether in person or online, at least ten (10) business days prior to the event except if there is an urgent need that is critical to the County's operations that was not foreseeable.

LIUNA shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation. No representative of management shall be present during the Union's presentation. Release time shall be granted for one (1) steward to participate in the new employee orientation. "New hires" shall be defined to include any employee new to LIUNA, including, but not limited to, through accretion or promotion/demotion.

Alternatively, in the event that a new employee does not attend orientation or participates in orientation that is self-service (i.e. individual review of policies on-line, etc., then LIUNA will be provided with the employee's cell phone number and e-mail provided to the County, and be allowed time within the first sixty (60) days of their employment to have a union orientation discussion not to exceed thirty (30) minutes during the employee's work time.

ARTICLE XXVII DRESS CODES

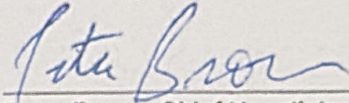
The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. An employee must be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of this Article.

SIGNATURE PAGE

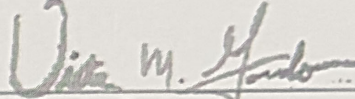
Signed this 2 day of December, 2024 at Riverside, California

COUNTY OF RIVERSIDE

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 777 (LIUNA)



Peter Brown, Chief Negotiator



Victor M. Gordo, Business
Manager/Secretary Treasurer

MEMORANDUM OF UNDERSTANDING

202419 - 20274

COUNTY OF RIVERSIDE

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 777

October 27, 2024 – February 4, 2027

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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 MOU ~~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.

Contractor shall mean a corporation, business, organization, non-profit or entity which has entered into an agreement with the County to provide services.

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 ~~MOU 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 ~~thesaid~~ 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~~ October 27, 2024, to ~~11:59 p.m. midnight on, February 4~~ October 26, 2024. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective on the first day of the first full pay period following upon the date of its adoption by the County's Board of Supervisors.

~~Section 2. Successor MOU 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. In the event either party desires to negotiate a successor MOU, such party shall, no more than six (6) months prior to the expiration of the current MOU, request to commence negotiations unless otherwise agreed upon by the parties.~~

~~Section 3. Subsequent Discussions. The parties agree to a Meaningful Joint Labor Management Committee with a mutual good faith intent to discuss topics of caseload/workload and training for Eligibility Technicians who work in General Assistance, Medi-Cal and CalFresh. The parties also agree to discuss the probationary period for Eligibility Technicians within six (6) months of approval of this MOU by the Board of Supervisors.~~

~~Section 4. – The County agrees to meet and confer on any changes within the scope of representation caused by the use of artificial intelligence.~~

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-Milius-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 the County Management to make necessary changes required during emergencies. However, County 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 the County 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
PAY PERIOD, WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Pay Period / Workweek

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

Section 2. Work Schedules

A Department Head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different Flex (alternative) work schedule ~~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. The County shall have exclusive authority to establish or eliminate alternative work schedules for employees and the union affirmatively waives its right to meet and confer over the change in work schedule, provided however, that where a change in the work schedule effects a group of five (5) or more employees, within a division or unit within a Department, the union does not waive its right to meet and confer on the impacts of the County's decision as to those employees. A department head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate an alternative work schedule after giving at least one (1) pay period written notice to employees and, in cases where the decision affects five (5) or more employees, within a division or unit within a Department, to the union. If the union requests to meet and confer on the impacts of the decision affecting a group of five (5) or more employees within five (5) days of the written notice, the implementation or elimination of the alternative work schedule will not take effect until the next following pay period (i.e., the pay period after the pay period the department originally designated as the start of the new work schedule).

LIUNA agrees that the County shall retain exclusive control to assign schedules or shifts to employees within the established work schedule (normal or alternative) and hereby waives any right to negotiate the decision or impacts (unless otherwise specified in this MOU), or grieve the County's decision, during the remaining term of this MOU. The County shall provide one (1) pay period written notice to affected employee(s) prior to implementing a schedule change. Notwithstanding the prior sentence, if an employee initiates the request for a schedule change, it is acceptable to the department and it coincides with the beginning of a pay period, one pay period notice to the employee shall not be required. One (1) pay period notice is not required for overtime, standby, and emergencies as defined in this MOU.

Section 32. Flex (Alternative) 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)

3/12-4/12 schedule (three, twelve-hour days per work week and four, twelve-hour days every other week)

B. Teleworking - If an employee is permitted to telework for any part of their workweek and the County wants to reduce or adjust their telework, the employee will be provided at least a one (1) week notice of the reduction or adjustment. Notwithstanding this notice requirement, an employee may be required to attend a meeting or other work-related business need in person without being provided the one (1) week notice. Departments will endeavor to provide employees with as much notice as possible of in person meetings or modifications to telework.

Section 4. Rest and Meal Periods

The provisions below on rest and meal periods shall apply absent a department policy. If a department policy exists for rest and/or meal periods, it shall apply.

A. Rest Periods

Employees who work more than four (4) hours may be allowed to take one rest period. Employees who work eight (8) hours or more may be allowed to take two rest periods.

Employees may be allowed but not required to take a rest period of at least ten (10) minutes during the first half of their shift and another rest period of at least ten (10) minutes during the second half of their shift.

Such rest periods shall be scheduled in accordance with the requirements of the Department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period unless pre-approved by a supervisor on an occasional basis. Rest periods may not be combined with meal periods to extend an employee's meal period unless pre-approved by a supervisor on an occasional basis.

Rest periods are considered hours worked and employees may be required to perform duties, if necessary.

B. Meal Periods

Employees may be allowed to take a meal period of at least thirty (30) minutes. The time off for meal periods shall not extend beyond the employee's designated meal period without prior supervisor approval.

1. Meal periods are unpaid unless an employee is required by their supervisor to work through their meal period.
2. The procedure for taking a meal period shall be determined by the Department Head or their designee.

Section 53. Overtime

- A. Overtime Work Defined Overtime work is authorized work in excess of the forty (40) maximum hours in 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 overtime provisions of 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 the employee being paid at time and one half (1.5)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
- Laborer
- Crew Lead Worker
- Traffic Control Painter
- Lead Traffic Control Painter
- Equipment Tire Inspector
- Mechanical Helper

7. ~~Effective December 19, 2019, e~~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 ~~base~~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.~~

~~a. 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). An employee may be required to bank the time worked.~~

~~8.~~

~~b. The above exception is at the discretion of the Department and is subject to available funding for enforcement of Ordinance 858.~~

8. Employees in the following Code Enforcement Classifications who are asked and/or required by the Department Head or their designee to work extra shifts and/or hours beyond their regular shift pattern, shall be paid at one and one half (1 ½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA (i.e. the employee would be eligible to be paid at one and one half (1 ½) times their base rate of pay even if the employee used sick, vacation, or holiday leave accruals in the pay period).

- Senior Code Enforcement Officer
- Code Enforcement Officer II
- Code Enforcement Officer I
- Code Enforcement Technician
- Code Enforcement Aide

This overtime exception is only valid during the following, unless the Board of Supervisors declares the need for Code Enforcement to deploy staff to engage in Countywide events:

- December 31st - New Years Eve
- Coachella & Stagecoach Festivals
- July 4th – Independence Day
- Community Development Events
- Short Term Rental Events
- Unpermitted Events
- Illegal Vendor Operations
- Noise Ordinance Violations

9. Flood Control. Any employee from Flood Control required to perform storm water sampling to meet regulatory permit mandates or required to work during a storm event and/or emergency, who are asked and/or required by the Department head or their designate 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.

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

day ~~for any employee~~ without prior approval of the County Executive Officer or designee, except in case of public emergency.

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

- D. Departmental Records Each Department Head or designee shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each 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. ~~Compensatory Time Off~~ ~~Accumulated overtime credit~~ in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid. ~~An employee may elect to accrue 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 up to one hundred twenty (120) hours or less may be taken in of compensatory time off or may elect to be paid overtime for such overtime hours worked. , 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 compensatory time off shall be paid at the employee's base then current regular 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 a~~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.
- H. Fringe Benefits not Affected by Overtime: Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or salary advance.
- I. 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 64. Premium Pay

- A. Standby Duty When placed by the Department Head specifically on standby duty, ~~(which is not hours worked),~~ 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~~ The compensation shall cease when said employee physically reports to a worksite and will resume at the completion of the call-out work. The ~~standby-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 ~~standby-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

~~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.~~

1. Call-Back – Physically - Responding Remotely. An employee who is called back to work ~~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 they are he/she is on standby) call duty status,~~ shall receive a minimum of credit for two (2) hour's paywork at time and one half the overtime rate. If an employee should complete the work required, and subsequently be recalled physically during the minimum credit period, ~~no additional compensation shall be paid for until the minimum credit period has exhausted. the employee shall receive another two-hour minimum.~~
2. Call-Back – Responding Remotely. An employee who is called back to work

but is able to complete the work required without the employee having to physically report to a worksite, (whether or not they are on standby), shall receive a minimum of two (2) hours pay at time and one half. If the employee should complete the work required remotely, and subsequently be recalled remotely during the minimum credit period, no additional compensation shall be paid until the minimum credit period has exhausted. This pay does not apply to calls received that are wrong numbers, spam calls or calls where an employee is not required to do anything other than tell the caller that they cannot help them.

B.C. Double Time Employees in the following classifications assigned to work at RUHS Medical Center 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:
<ul style="list-style-type: none">● Anesthesiology Technician● Lead Anesthesiology Technician● Medical Unit Clerk● Orthopedic Technician● Certified Nursing Assistant● Health Services Assistant● Telemetry Technicians● <u>Certified Medical Assistant</u>● <u>Pharmacy Technician, I, II and III</u>● <u>Dental Assistant</u>● <u>Registered Dental Assistant</u>● <u>Housekeeper/Custodian</u>● <u>Electrocardiograph Technician</u>● <u>Patient Services Coordinator</u>● <u>Hospital Supply Technician</u>● <u>Clinical Lab Assistant</u>

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. Employees working multiple weekend shifts as part of their regular schedule (not overtime shifts) are not eligible for double overtime for those extra weekend shifts worked. To qualify for double time on an extra weekend shift, employees must have also actually worked (i.e., the employee did not take any leave during the workweek) 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/their

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

C.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 e~~ Employees whose classes are not specifically mentioned in other sections of this MOU ~~Memorandum who work between the hours of 3:00 p.m. and 11:00 p.m.~~ shall be paid an evening differential of one dollar and thirty cents (\$1.30) ~~sixty cents (0.60¢)~~ per hour for the time actually worked between 3:00 ~~6~~ p.m. and 11:00 p.m.
3. Night Shift ~~County e~~ 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 ninety twenty ~~twenty~~ cents (\$1.920) per hour for the time actually worked between 11:00 p.m. and 67 ~~7~~:00 a.m.

For the term of this 2024-2027 MOU, Employees shall be paid a night shift differential of one dollar and twenty cents (\$1.20) per hour for the time actually worked between 6:00 a.m. and 7:00 a.m. This provision shall expire on February 4, 2027.

3. ~~Employees working for RUHS in a Nursing Assistant classification who work on a scheduled or unscheduled basis, including overtime, between the hours of:~~
 1. ~~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.;~~
 2. ~~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~~

4. Command Post Shift Differentials. All Intake Specialists assigned to the Command Post, who otherwise qualify, shall be paid a total of one dollar seventytwenty ~~seventy~~ cents (\$1.720) 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 twoone ~~two~~ dollars and fifty cents (\$24.50) 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 and fifty cents (\$1.~~50~~0) 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.

All Intake Specialists assigned to the Command Post whether permanently or temporarily will be eligible for above shift differentials.

5. Waste Resources Department Facilities – Saturday/Sunday Shift Differential. ~~Effective December 14, 2023,~~ Employees in the Waste Resources Department whose regular bi-weekly work schedule includes a Saturday and/or Sunday shift shall receive an hourly differential of ten dollars (\$10.00) per hour for each hour worked on a Saturday and/or Sunday.

6. Float Pool Differential - Nursing Assistants who are permanently assigned to Float Pool, shall be compensated at a rate of one dollar (\$1.00) per hour for hours actually worked as a float employee.

D.E. Bilingual Pay Scope

Bilingual premium is available to ~~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:

Department Head or designee shall designate positions to provide bilingual services. Incumbents must be assigned to provide bilingual services by the Department Head or designee; and incumbents must pass a bilingual proficiency examination administered by the County Human Resources Department. ~~Eligibility requires use of a second language at least five (5) times per week or once per day.~~

Incumbents must successfully pass a bilingual proficiency examination administered by the County Human Resources Department. Spanish speaking employees who were grandfathered to receive bilingual premium without possessing a certification from the County Human Resources Department will be required to successfully pass the requisite examination within one-hundred, eighty (180) calendar days from the first date of this 2024-2027 MOU to be eligible to receive bilingual premium. Failure to obtain a certification within one-hundred, eighty (180) calendar days from the first date of this 2024-2027 MOU shall result in immediate loss of bilingual premium.

Employees who are assigned to provide non-Spanish bilingual services are

required to successfully pass the requisite examination one hundred, eighty (180) days after receiving notification from the County that an examination is available. Failure to obtain a certification one hundred, eighty (180) days following notification from the County shall result in immediate loss of bilingual premium. The County shall notify LIUNA of any requisite examination requirements.

If an employee leaves the assignment in which they are receiving bilingual premium and moves to an assignment where the department head or designee determines that bilingual skills are not necessary, they will no longer receive bilingual premium.

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~~ One dollar (\$1.00) per hour for hours worked, including overtime hours worked.
- b. Level 2: ~~Sixty dollars (\$60.00) per pay period~~ One dollar and twenty-five cents (\$1.25) per hour for hours worked, including overtime hours worked.
- c. Level 3: ~~dollars (\$80.00) per pay~~ One dollar and fifty cents (\$1.50) per hour for hours worked, including overtime hours worked.

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

~~Each Level is 1: a~~ Administered by Human Resources Testing Center.

If concerns are expressed to the Human Resources Department regarding an employee's bilingual skills, the County's Human Resources Department reserves the right to verify on an annual basis whether employees receiving bilingual pay are eligible for the bilingual pay (meet the eligibility factors) and to determine the appropriate level of bilingual pay.

~~Any employee determined as ineligible for the bilingual pay shall have the bilingual pay ended the first full pay period following the determination made by County Human Resources.~~

5. Plan Implementation

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

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

~~c. A break in continuous service, as defined in this MOU, shall require the employee to become re-certified for the appropriate bilingual skill level upon re-hire should the department head or designee designate the position for bilingual assignment, with the exception of employees who are reinstated following a successful termination appeal.~~

~~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.~~

~~F. Inconvenience Differential. Effective the first pay period in July 2012, a~~ All members of the transportation department's travel crew will receive an inconvenience

~~premium stipend~~ of one hundred ~~and twenty-five~~ dollars (\$~~12500.00~~) per pay period ~~only during periods of temporary reassignment of the worksite. Only employees permanently assigned to a Travel Crew by the Transportation Department and 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 is at least seventy-five (75) miles from the employee's regular work location, shall be entitled to receive the inconvenience premium. 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 ~~worksite is headquarters are~~ in the Blythe or Thermal Road Yard, and whose ~~worksite normal residence is temporarily transitioned to a work location that is at least seventy-five (75) miles from the employee's regular work location in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters~~ shall be entitled to the same inconvenience ~~premium differential at the same rate and conditions.~~

~~Notwithstanding the above paragraph, any employees who were receiving this differential on the effective date of this MOU who would not qualify for it based on the language above will continue to receive it. The requirements of the above paragraph apply to any employees eligible to receive this differential on the effective date of this MOU.~~

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 ~~fifteen~~~~twelve~~ dollars and ~~sixty-three fifty~~ cents (\$~~15.63~~~~12.50~~) per shift, but not to exceed one hundred ~~and twenty-five~~ dollars (\$~~12500.00~~) 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.

E.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 in their base salary on the salary range 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 em~~ shall also receive three dollars (\$3.00) fifty cents (\$0.50) per hour worked for each hour in which ~~they are~~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. ~~For increases provided by a-c above, the employee's anniversary date will not change. 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/EMD Certificate.

b. CTO candidates must have no documented (within the last rolling year) attendance issues as specified in department policy—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. Applicants 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. Applicants 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. A memo must be submitted by the 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 performance improvement plan~~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 or designee.
- 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 or designee will have final review of any appointment or rejection of candidates and the de-selection of current CTO's.

F.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.

These P.O.S.T Certifications do not stack. An employee who earns an Intermediate Certificate shall no longer be paid for the Basic Certificate. An employee who earns an Advanced Certificate shall no longer be paid for the Intermediate or Basic Certificate.

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 payrate 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.

~~These hourly differentials do not stack. An employee who earns an Intermediate Certificate differential shall no longer be paid for the Basic Certificate differential. An employee who earns an Advanced Certificate differential shall no longer be paid for the Intermediate or Basic Certificate 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.~~

G.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:

1. Basic FCD Certification – equal to four percent (4%) of the employee’s base hourly rate of pay paid as a differential.
2. Intermediate FCD Certification - equal to seven percent (7%) of the employee's base hourly rate of pay paid as a differential.
3. Advanced FCD Certification - equal to twelve percent (12%) of the employee's base hourly rate of pay paid as a differential.

These Certifications do not stack. An employee who earns an Intermediate Certificate shall no longer be paid for the Basic Certificate. An employee who earns an Advanced Certificate shall no longer be paid for the Intermediate or Basic Certificate.

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:

1. ~~Effective July 20, 2006,~~ aAny 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-RUHS Correctional Health~~ jail ward) shall receive a differential of one dollar (\$1.00)/hour for hours actually worked in such facilities.

~~Effective March 27, 2008,~~ aAny 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
<u>57731</u>	<u>Dental Assistant</u>
<u>57732</u>	<u>Registered Dental Assistant</u>
<u>79530</u>	<u>Probation Specialist</u>
<u>15833</u>	<u>Storekeeper</u>

2. The following Sheriff's Department classifications receive the Detention Differential of one dollar (\$1.00)/hour for hours actually worked in such facilities:

<u>13818</u>	<u>Sheriff Corrections Assistant I</u>
<u>13819</u>	<u>Sheriff Corrections Assistant II</u>
<u>13817</u>	<u>Sheriff Corrections Assistant Trainee</u>
<u>52261</u>	<u>Sheriff's Service Officer I</u>
<u>52262</u>	<u>Sheriff's Service Officer II</u>
<u>52264</u>	<u>Community Service Officer I</u>
<u>52265</u>	<u>Community Service Officer II</u>
<u>15833</u>	<u>Storekeeper</u>

L.K. Flood, Transportation and Waste ~~Equipment Operator~~ Skill Pay: Employees in the classifications of Maintenance Construction Worker, Equipment Operator I, Equipment Operator II, or Senior Equipment Operator shall receive the following premiums:

1. Those ~~Equipment Operators~~ employees in eligible departments/classifications operating any dozer which is a D-8 equivalent or larger, shall be paid one dollar ~~(\$1.00) per hour and seventy-five cents (\$1.75) per hour~~ for time actually worked operating the dozer (this excludes time worked as a trainee). For Waste Resources employees, Equipment Operators qualify for this skill pay only while operating eligible equipment in the active commercial dumping area during hours for which the landfill is open to the public; or
2. Those ~~Equipment Operators~~ employees in eligible departments/classifications operating a (trash) compactor shall be paid ~~fifty cents (\$0.50) one dollar (\$1.00)~~ per hour for time actually worked operating the compactor.
- 2.3. Lowboy: Those employees operating a lowboy to haul a long reach excavator (typically with boom length greater than 30 feet) shall be paid one dollar and fifty cents (\$1.50) per hour for time hauling, loading and unloading the long reach excavator. To be eligible, the Lowboy driver/operator shall be responsible for loading, securing, transporting, and unloading the long reach excavator.

L. Hazardous Incident. All LIUNA represented employees assigned to the Fire Department assigned to respond to a hazardous incident as declared by the Fire Department, as defined by the Executive Leadership, shall receive a three dollar (\$3.00) per hour differential pay.

M. 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 one hundred seventy-five dollars (\$10075.00) per month as hazard pay in recognition of the exposures and difficulties of their job.

N. Court Callback. Notwithstanding any other provisions of this MOUMemorandum, 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) their 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.

O. Sheriff's Aircraft Mechanic Inspection Pay.

Sheriff's Senior Aircraft Mechanics and Aircraft Mechanics who possess a valid Federal Aviation Inspection License that provides the employee the ability to perform Inspection Authorizations shall be entitled to a differential of two dollars (\$2.00) per hour for hours worked performing such inspections.

Sheriff's Senior Aircraft Mechanics and Aircraft Mechanics assigned to in-flight maintenance checks shall receive three dollars (\$3.00) per hour for hours worked in which they directly perform in-flight maintenance checks.

P. Compounding Pharmacy Technician Assignment

Employees in the Pharmacy Technician II & III classification who are designated by regulation as Compounding Designated Person of a compounding pharmacy service within a licensed Pharmacy shall receive a differential of one dollar (\$1.00) (per hour while performing the duties of the Compounding Designated Person.

ARTICLE V PAY PRACTICES

Section 1. Merit IncreaseStep 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.~~

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

~~2. 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.~~

A.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.

B.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 twenty-six (26) pay periods~~one (1) year (approximately 2080 hours)~~ in a paid status in the position ~~not including overtime~~. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of thirteen (13) pay periods~~six (6) months (approximately 1040 hours)~~ in a paid status in the position ~~not including overtime~~. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

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 twenty six (26) pay periods~~one (1) year (approximately 2080 hours)~~ in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

C.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/their 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) thirteen (13) pay periods 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 twenty six (26) pay periods~~one (1) year (approximately 2080 hours)~~ in a paid status, ~~not including overtime~~, and subsequent anniversary dates shall occur at like intervals.

~~D.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 employee's anniversary date the Department Head or designee, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form ~~whether if or not~~ the increase is not 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 or designee may disallow a salary increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee.

~~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.~~

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.~~

~~E.G.~~ Effective April 25, 2019, except as set out hereover 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. The compensation of every employee shall be considered for a four percent (4.0%) base salary increase upon their anniversary date, but not to exceed the maximum salary of the salary range for the employee's classification, except as otherwise provided by the MOU. If at the time of the employee's anniversary date, the employee's existing salary is less than 4.0% below the maximum of the salary range for the employee's classification, the employee's merit increase shall be at an amount that places the employee at the maximum of the classification's salary range.~~

Section 2. New Employees

- A. ~~Except as otherwise provided by this MOU, a new employee shall be appointed at the minimum salary of the classification's salary range.~~ The Department Head with the prior approval of the Human Resources Director ~~and the County Executive Officer~~ may appoint a new employee in a specified class to any salary 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~~ authorizes a position to be filled at such higher salary than the ~~minimum of the range lowest salary of the salary plan/grade, except in cases where a new employee has the experience and/or qualifications that justify a such a rate,~~ 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 ~~twenty six (26) pay periodstwelve (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.

~~When the Human Resources Director authorizes a position to be filled at a rate of pay equivalent to or higher than an incumbent with greater experience and/or qualifications than the person being hired, LIUNA shall have the right to request to meet and confer regarding equity adjustments for incumbents. This right to meet and confer shall not delay the County's right to hire the candidate.~~

B. Difficult to Recruit Positions

1. Classifications or Positions Designated as DTR

~~Notwithstanding the provisions of this MOU, employees shall be compensated at a rate up to twenty percent (20%) of their base rate of pay for hours actually worked in a pay period for those positions identified in specific classifications in a specific department designated by the Human Resources Director as "difficult to recruit" (DTR).~~

~~Eligibility for the DTR differential shall be determined by the Human Resources Director based on a specific position, assignment, classification, geographical location, and/or department basis that a recruitment or retention issue exists and~~

the DTR designation would assist the County in recruiting and retaining employees in the specific position, classification, geographical location, and/or department. After Implementation, LIUNA shall have the right to meet and confer over a DTR.

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

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

The DTR differential shall only apply to actual hours worked.

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

For any classifications or positions identified as “difficult to recruit” (DTR) for a period of one-hundred and eighty (180) days or greater, including any classifications or positions identified as (DTR) as of the effective date of this MOU, the County shall have the following four options:

1. Remove the DTR;
2. Incorporate it into the base salary of the classification or position;
3. Create a permanent differential premium equivalent to the DTR pay; or
4. Create a new classification in which the DTR pay will be included in the base pay for that classification.

If requested by LIUNA, the parties shall meet and confer over items 2 and 3 above. As for number 4 above, the County has the right to create a new classification, but if requested by LIUNA, shall meet and confer over salary and terms and conditions of employment. LIUNA must request to meet and confer within ten (10) business days of being notified by the County.

~~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:~~

~~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 (i.e., the employee was not terminated for cause) 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~~their 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. 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 ~~twenty-six (26) pay periods one (1) year (approximately 2080 hours)~~ following a promotion, voluntarily demote to their previously held classification may return to the salary (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment) of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The anniversary date shall not change.

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 following a reclassification to a class with a higher salary plan/grade shall be determined in accordance with this MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of thirteen (13) pay periods in a paid status, in the new classification. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period. Thereafter, anniversary dates shall be on the first day of the pay period following each additional twenty-six (26) pay periods in a paid status. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period. 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 ~~becoincide with~~ the first working day of a pay period.

Section 8. Temporary Promotion.

A regular employee may be promoted on a temporary basis (for a maximum of 960 hours) to fill a vacant position as a result of a leave of absence of the incumbent of that position, or pending appointment ~~or recruitment of another person to a vacant~~that position. Such promotion is designated "temporary promotion". The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.

When the absence ceases or the vacancy is filled, the employee shall return to their regular position, and their salary and anniversary date shall be re-determined as if the temporary promotion had not occurred (i.e., the anniversary date will be modified to reflect as though the employee did not leave the lower classification). Any salary increases which would have been due in their regular position shall be allowed.

Employees who are temporarily promoted shall not serve a probationary period in the temporarily promoted classification, nor will they obtain property rights to the classification. If the employee is promoted into the classification during the time they are serving in a temporary promotion, the time spent in the temporary promotion shall count towards completion of probation in the promoted into classification.

Section 9. Working in a Higher Classification

Any employee assigned in writing by a Department Head or designee to perform the duties of a higher classification for the pay period in which the assignment started and the

following full pay period or more shall be compensated five and one half percent (5.5%) above their base rate of pay effective the first day of the first full pay period following when the duties were performed. Such accumulated hours of such assignment(s) shall be credited toward qualifying experience for possible promotion.

If an employee believes they are working in a higher class, and have not received a written request to do so by a Department Head or designee, they may ask to receive a written request. If the Department Head or designee agrees with the employee, they will provide the written request.

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 thirteen (13) pay periods ~~six (6) months~~ except:

Eligibility Technician I/II	18 months <u>Thirty-nine (39) pay periods</u> combined initial probationary period
Child Support Interviewer	12 months <u>Twenty-six (26) pay periods</u>
Child Support Specialist	12 months <u>Twenty-six (26) pay periods</u>
<u>Senior Child Support Specialist</u>	<u>Twenty-six (26) pay periods for employees initially hired into the classification and thirteen (13) pay periods for employees promoted into this classification</u>

Coroner Technician	12 months <u>Twenty-six (26) pay periods</u>
Fingerprint Examiner I	12 months <u>Twenty-six (26) pay periods</u>
Fingerprint Examiner II	12 months <u>Twenty-six (26) pay periods</u>
Fingerprint Technician I	12 months <u>Twenty-six (26) pay periods</u>
Fingerprint Technician II	12 months <u>Twenty-six (26) pay periods</u>
Forensic Technician I	12 months <u>Twenty-six (26) pay periods</u>
Forensic Technician II	12 months <u>Twenty-six (26) pay periods</u>
Investigative Technician I	12 months <u>Twenty-six (26) pay periods</u>
Welfare Fraud Investigator	18 months
FirePublic Safety Communications Dispatcher Officer I	18 months <u>Thirty-nine (39) pay periods</u>
FirePublic Safety Communications Dispatcher Officer II	18 months <u>Thirty-nine (39) pay periods</u>
Sheriff 911 Communications Officer I	18 months <u>Thirty-nine (39) pay periods</u>
Sheriff 911 Communications Officer II	18 months <u>Thirty-nine (39) pay periods</u>
Public Defender Investigator I	12 months <u>Twenty-six (26) pay periods</u>
Public Defender Investigator II	12 months <u>Twenty-six (26) pay periods</u>
Sheriff's <u>Sheriff's</u> Corrections Assistant Trainee	12 months <u>Twenty-six (26) pay periods</u>
Sheriff's <u>Sheriff's</u> Corrections Assistant I	12 months <u>Twenty-six (26) pay periods</u>
Sheriff's <u>Sheriff's</u> Corrections Assistant II	12 months <u>Twenty-six (26) pay periods</u>
<u>Building Inspector Trainee</u>	<u>Twenty-six (26) pay periods</u>

C. Extension of Initial Probation. The initial and promotional 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 or promotional probationary periods 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 or promotional probationary period may be extended by three (3) months (up to two (2) times) with a maximum of a thirteen (13) pay periods ~~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 ~~they~~he/she voluntarily promoted, demoted, or transferred. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.
- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first ~~thirteen (13) pay periods~~six (6) months (or the equivalent of the initial probationary period for those classifications where the initial probationary period exceeds ~~six (6) months~~ thirteen (13) pay periods) 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 (e.g., an employee who was rejected from probation), the salary (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment) 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. Failure to Pass Promotional Probation: If an employee does not pass promotional probation (i.e., returned to former class), within ten (10) calendar days after the return, the employee may request that the Human Resources Department review the decision to ensure that department policies regarding promotional probation were followed. An employee may attach a response to the release.
- G. 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 thirteen (13) pay periods~~six (6) months~~ (approximately 1040 working hours).

Section 2. Retirement

A. Retirement Formulas and Calculations.

1. Tier 1 – 3% @ 60. The County contracts with the California Employees' Retirement ("CalPERS") to provide the 3% at 60 retirement formula for all "classic employees" hired on or before August 23, 2012 as set forth in California Government Code Section 21354.3. For Tier 1 classic employees, the retirement benefit is based on the annual compensation for the single highest year during the employee's membership in CalPERS as set forth in California Government Code Section 20042. Employees in Tier 1 shall pay their 8% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.
2. Tier 2 – 2% @ 60. The County contracts with the California Employees' Retirement ("CalPERS") to provide the 2% at 60 retirement formula for all "classic employees" hired after August 23, 2012 as set forth in California Government Code Section 21353. For Tier 2 classic employees, the retirement benefit is based on the highest annual average compensation earned during the three (3) consecutive years of employment immediately preceding the effective date of their retirement or any other three (3) consecutive year period chosen by the employee as set forth in California Government Code Section 20037. Employees in Tier 2 shall pay their 7% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.
3. Tier 3 – 2% @ 62. As defined by the Public Employees' Pension Reform Act of 2013 ("PEPRA"), unit members who are defined as "new members," hired on or after January 1, 2013, under the PEPRA are covered by the 2% at 62 retirement formula as set forth in the PERL at Government Code Section 7522.20(a). For new member employees, the final compensation will be based on the highest annual average pensionable compensation earned during a thirty-six (36) month consecutive period of employment. New members' contribution rate will be at least fifty percent (50%) of the total normal cost rate. Government Code Section 7522.10 of the PEPRA provides the authority for the compensation limit for all new members.

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.~~

~~A.B. 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.~~

B.C. 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, adopted by Board policy shall be administered by the Human Resources Director.

Section 5. County Provided Life Insurance.

~~Effective July 1, 2002, t~~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 Employee Options for Sick Leave. Post-Employment Health Savings Plan Voluntary Employee's Beneficiary Association (VEBA)~~

1. Unused accumulated sick leave shall be paid as listed below subject to the following criteria:
 - a. The employee has at least five (5) years of continuous service;
 - b. Upon service retirement, disability retirement or death of an employee (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than service retirement, disability retirement or death of an employee); and
 - c. The provisions of any applicable agreement between the employing agency and the Public Employees' Retirement System.

2. The value of such payout shall be as follows:
 - a. Employees with at least five (5) but less than fifteen (15) years of continuous service shall be paid fifty percent (50%) of the employee's final sick leave balance (not to exceed nine hundred sixty (960) hours) at their base pay rate.
 - b. Employees with fifteen (15) or more years of continuous service shall be paid one hundred percent (100%) of the employee's final sick leave balance (not to exceed nine hundred sixty (960) hours) at their base pay rate.
3. Employees who are hired into an LIUNA represented classification shall submit to Human Resources, no later than sixty (60) days following hire into the LIUNA represented classification, an irrevocable election identifying which account(s) qualifying sick leave balances, in the amount applicable pursuant to Article 6 Section 6(2)(a)-(b), shall be deposited into. Each employee shall have the following election options:
 - a. One hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited into the employee's 457 Deferred Compensation account, up to the legal limit, and any remaining monies shall be paid to the employee.
 - b. One hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited into a Voluntary Employees' Beneficiary Association (VEBA).
 - c. Fifty percent (50%) of the payable value of the qualifying sick leave balance shall be deposited to the 457 Deferred Compensation Account, up to the legal limit; fifty percent (50%) of the payable value of the qualifying sick leave balance shall be deposited to the VEBA, and any remaining payable value of the qualifying sick leave balance shall be paid to the employee.
 - d. Absent an irrevocable election on file by the employee, one hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited to the 457 Deferred Compensation account, up to the legal limit, and any remaining monies shall be paid to the employee. If the employee does not have a 457 Deferred Compensation account at the time of retirement, the employee's demographic information will be forwarded to the appropriate administrator of the 457 Deferred Compensation program with the payable value of the qualifying sick leave and a 457 Deferred Compensation account will be established and monies will be deposited accordingly.
 - e. An employee's one-time, irrevocable election shall remain in effect for the duration of the time they are in an LIUNA represented classification. Should the employee transition to a classification in

another bargaining unit, and subsequently return to an LIUNA represented classification, their initial irrevocable election will remain in effect; the employee will not be able to make another election.

4. To facilitate such election, the County shall provide access to a Deferred Compensation Account (457) and/or a Voluntary Employees' Beneficiary Association (VEBA) account wherein the payable value of qualifying final sick leave accrual balances will be deposited, up to the legal limit.
5. Payment resulting from death, up to the limits set forth in the MOU in Article 6 Section 6 (2) a and b, shall be made to the persons entitled to otherwise, in accordance with the Probate Code.
- 4-6. Each employee currently covered under this MOU shall submit to Human Resources between January 13 and March 13, 2025, an irrevocable election identifying which account(s) qualifying sick leave balances will be deposited into. For the period between Board of Supervisors approval of this 2024-2027 MOU until March 13, 2025, qualifying sick leave accruals will be mandatorily contributed to the VEBA.

Section 7 Vacation and Other Qualifying Leave:

Unused accumulated vacation and other qualifying leave shall be paid, at the rate of the employee's/participant's current base hourly rate at the time an employee leaves County employment/salary value into the VEBA.

Section 87. ~~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~~ who 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/their supervisor of anythe 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/their normal duties, they/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/their license reinstated. If upon expiration of the thirty (30) days the employee has failed to have his/her/their license reinstated they/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 Class A and Class B Commercial Driver's License

This section applies to employees in the following departments: Waste Management, Flood Control District, and Transportation. The Fire Department is also subject to this section, but is only subject to subparagraph E of this section.

A. Training

Employees required to upgrade or maintain a Class A or Class B commercial driver's license and appropriate endorsements, will be provided in-house instruction and behind-the-wheel training. The trainings will be paid for by the department.

B. Medical Examinations

The County agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive the exams from a contractor physician or clinic.

C. Fee Reimbursements

1. Permanent employees in a County classification which requires a Class A or B commercial driver's license will be reimbursed for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) after the employee has remained in County service for twenty-six (26) pay periods and if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), (2) the classification designated by the department requires the employee to upgrade the employee's driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
 - a. The employee is authorized at least ten (10) business days in advance by the employee's supervisor to take the examination;
 - b. The employee has a valid, current medical certification acceptable to DMV;
 - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
3. The County will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an

employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

1. Upon ten (10) business days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided: a) the examination is scheduled during the employee's scheduled work hours; and b) the examination does not interfere with the operational needs of the department.
2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) business days advance notice the department will allow the employee to use a County owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

E. Compensation - Class A or B Bonus – This language also applies to the Fire Department

Permanent employees with a Class A or B license in a regular position, which requires a Class A or B license, shall be eligible for a one-time bonus in the amount of five hundred dollars (\$500.00).

1. Eligibility Criteria:

Must possess a valid Class A or Class B driver's license. Must have held their position for twenty-six (26) pay periods.

2. Bonus Structure:

- a. Employees who possess the required Class A or B license, will receive a five hundred dollar (\$500.00) bonus no later than sixty (60) days following Board of Supervisors approval of this MOU.
- a.b. Employees will receive a five hundred dollars (\$500.00) bonus after obtaining the required Class A or B license and after meeting the eligibility criteria.
- c. Employees who later obtain a Class A license after obtaining a bonus from being qualified for the Class B license bonus, are eligible for an additional five hundred dollars (\$500.00) bonus, provided they meet

the eligibility criteria again.

3. Transfer Policy:

Employees who transfer to another County department will not be eligible to receive a bonus for the same class A or class B license paid out in their prior department.

Each bonus is awarded only once per employee per license class. The bonus will be paid following the confirmation of eligibility and receipt of the required documentation.

Section 108. 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 119. 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 129. 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 hired after January 1, 2014 (including all new or re-hired 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.

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

D. If an employee receives more compensation (whether in the form of salary, overtime, or any other form of compensation contained in this MOU), than they are entitled to receive (i.e., is overpaid), the County will inform the employee. The County will work with the employee to reconcile the overpayment and if overpaid will work to create a repayment schedule.

Section 134. 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. Every regular employee shall accrue sick leave pay on a daily basis. Employees in a paid status for eighty (80) hours or more during the pay period shall accrue four (4) hours per pay period. Employees in paid status for less than eighty (80) hours during the pay period shall accrue a pro-rated amount of sick leave.~~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 ~~employee~~ 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 or approved medical leave of absence 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. ~~Sick leave may be used for the diagnosis, care or treatment of, or preventative care for, the employee. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for, an employee's family member, as defined under applicable law, and shall be permitted up to the minimum established by the law. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family, for this purpose, is defined to mean the employee's spouse, child, parent, brother, or sister (including step-relatives 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.~~

~~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 to only be used during the employee's regularly scheduled shift, not on off days. 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 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~~their 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 Fair Employment and Housing Act and 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 56. 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 abse

- A. An employee who is called for jury duty shall be compensated at the base rate of pay (as though they was working) for those hours of absence due to the jury duty that occurs during the employee's regular scheduled working hours.
- B. If an employee is required to be absent from work to report for jury duty, the employee will notify their supervisor of the absence as soon as possible, including a phone message the night before if the employee finds out that they must report the next day.
- C. An employee on jury duty must return to work after the jury service is done for the day. The employee may call in to their supervisor and ask to use leave to cover the rest of their shift.

- D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
- E. An employee who is scheduled for an evening or night shift on a day they is called to jury service will be authorized to request a change in their work hours in order to report to jury service under this section.
- F. An employee who is called to jury duty will not be subject to working their full evening or night shift if there is not a minimum of eight (8) hours before or after assigned jury duty. If there is less than eight (8) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave their shift early to allow for a minimum break of eight (8) hours. If there is less than eight (8) hours between the end of the jury duty and the start of their shift, an employee will be able to delay their usual start time to ensure an eight (8) hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued leave subject to supervisor approval.
- G. Any employee called as a witness arising out of or in the course of County employment shall be deemed to be on duty and there shall be no loss of base salary.
- H. Employees who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, the employee may use leave accruals other than sick leave for such an absence.

Section 67. 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 78. 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 neutral 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 89. 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 unless an emergency prevents the employee from contacting their supervisor or designee.

ARTICLE VIII
VACATION

Section 1 Accruals.

A. Subject to the limitations and ~~exclusions~~ ~~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 paid~~roll~~ status, eighty (80) hours ~~(ten (10) days)~~;

~~y~~Years four (4) ~~(three (3) years and one (1) day)~~ through nine (9) ~~(six thousand two hundred and forty eight (6,248) through eighteen thousand seven hundred and twenty (18,720) hours)~~ in a paid~~roll~~ status, one hundred twenty (120) hours ~~(fifteen (15) days)~~;

~~y~~Years ten (10) ~~(nine (9) years and one (1) day)~~ or more ~~(eighteen thousand seven hundred and twenty eight (18,728) hours or more)~~ one hundred and sixty (160) hours (twenty (20) days).

Pay periods in which employees are in unpaid status for the entire pay period do not count for eligibility toward the vacation accrual rates above.

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. Employees who make a request to use their vacation will be provided with a

response to their request within thirty (30) days assuming their request is at least thirty (30) days prior to the requested vacation time off. This requirement does not exist for vacation requested to be used between November 1 and January 31.

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
June 19, Juneteenth
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, ~~Columbus Day~~Indigenous Peoples' 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.

Employees working an alternative work schedule (e.g., 9/80, 4/10 or 3/12 schedule), shall have the option of electing unpaid hour(s) on the day of the observed holiday beyond the allotted eight (8) hours of holiday pay.

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.
- 2.3. An employee who is terminating and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
- 3.4. An employee who is in an unpaid status for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after

the holiday shall not be paid for the holiday.

C. Payment for the Holiday

1. Working the Holiday Regular or seasonal full-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their ~~base hourly~~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~~their ~~base hourly~~ 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~~their ~~base hourly~~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 ~~base hourly~~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, ~~they/he/she~~ shall ~~be~~ receive holiday pay in an amount equivalent to the reduction in ~~his/her~~their 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 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, Sheriff's Corrections Assistant Trainee, I and II 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)~~ Pharmacy Technicians, and Registered Dental Assistants 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.

Section 6. Certificate Reimbursement – Peer Support Specialist.

Upon successful completion of the recertification renewal process for employees in the Peer Support Specialists series, the County will pay the cost to renew the certification. This agreement applies to employees in the Peer Support Specialists series on the date of the Board of Supervisors approval of this 2024-2027 MOU. It does not apply to any employees hired or rehired in the future or employees who were not in the Certified Peer Support Specialist Series on the date of the Board of Supervisors approval of this 2024-2027 MOU.

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 v~~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 ~~Non-Discrimination and Anti-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. sent by an overnight service such as Federal Express or overnight~~ UPS, and addressed to the designated recipient at the last known address. Whenever there is an ~~interview~~ ~~interrogation~~ of an employee where the significant purpose is to investigate facts ~~which may~~ ~~to~~ support disciplinary action ~~there is a right for~~ the employee ~~has a right~~ 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 ~~they~~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~~ Skelly Officer prior to the Skelly Meeting deadline as stated on the Notice of Intent~~effective date of the disciplinary action(s)~~. The parties may agree to extend the Skelly meeting deadline.
- 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 a suspension of 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 Mediation and 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 Union 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. If an arbitrator informs the County, they need to be removed from the list or can no longer serve, the parties shall promptly meet and confer over the addition of another 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 not represented by legal counsel 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 LIUNA 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.
- ~~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.~~
- H. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. Within twenty one (21) business days following the 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 the California Public Employees' Retirement Law~~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 the California Public Employees' Retirement Law~~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.

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

J. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to relying upon in the conduct of serious affairs.

K. 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.

L. Irrelevant and unduly repetitious evidence shall be excluded.

M. 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.

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

O. Employees not testifying ~~on~~ their own behalf may be called and examined as on cross-examination.

P. 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.

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

ARTICLE XIII APPEAL PROCESS FOR NON-DISCIPLINARY RELEASE

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

Section 1. Notice of Action

A. Written notice of the intent to separate for non-disciplinary reasons shall be served on the affected employee at least seven (7) business days prior to the effective date of the action and the notice shall include:

1. A description of the action to be taken and the expected effective date;
2. A clear and concise statement of the specific grounds and particular facts upon which the action is based;
3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
4. A statement informing the employee of the right to respond either verbally or in writing, to the Skelly Officer prior to the Skelly meeting deadline as stated on the Notice of Intent. The parties may agree to extend the Skelly Meeting deadline.

B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the separation will be implemented shall be served on the employee on or before the effective date of the action and shall include:

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

Section 2. Appeals

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

An appeal shall include:

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

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

Section 3. Waiver

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

Section 4. Appeal Procedure

- A. The parties shall maintain a jointly negotiated list of up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- B. The hearing shall be set by the Human Resources Director, or designee, and the employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- C. The employee may be represented by counsel or other representative; however, if the employee is not represented by legal counsel the employee shall be represented only by LIUNA. The County may be represented by counsel or other representative.

- D. It shall be the duty of a County employee to attend a hearing and testify upon the written request of the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the employee. The arbitrator is authorized to issue subpoenas.
- E. All appeal hearings under this Section shall be reported by a stenographic reporter.
- F. The expenses of the hearing, including but not limited to, the costs of the arbitrator and transcripts shall be shared equally by the County and the Union. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness during the employee's regular working hours shall be released from work without loss of compensation or other benefits to attend the hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.
- G. In the event an employee is represented by the Union, the cost of the hearing shall be shared equally by the Union and the County. However, SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by LIUNA at the hearing.
- H. Any expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or cancelling party.
- I. Within twenty-one (21) business days following the hearing of the appeal, or as soon thereafter as practicable, the arbitrator shall submit written findings of fact, conclusions of law and the decision to the parties.
1. The arbitrator shall confine the decision to whether, based upon the evidence at the time the County separated the employee, the employee was medically or psychologically incapacitated from performing the essential functions of their position for a permanent or uncertain duration. The arbitrator shall not substitute their opinion for that of the health care provider.
 2. The arbitrator's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee received since the date of discharge. The employee shall supply records of such employment earnings when requested.
- J. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely upon in the conduct of serious affairs. Irrelevant and unduly repetitious evidence shall be excluded.
- K. Hearsay evidence shall be admitted and used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support separation from employment unless it is the type of hearsay admissible over objection in a civil action.

- L. Medical records may be submitted and relied upon without the requirement that the health care provider testify to authenticate those records. This does not preclude either party from calling health care providers to testify in support of whether the employee is fit or unfit to perform the essential functions of the position.
- M. The rules of privilege shall apply to the same extent to which they are recognized in a civil action. In addition, communications between the Human Resources Department and advocates, or representatives of the department involved in the arbitration, and communications between the Union representative and the employee shall be confidential and not subject to disclosure in a hearing.
- N. Oral evidence shall be taken only on oath or affirmation.
- O. Employees not testifying on rebuttal may be called and examined on cross examination.
- P. The employee and the department head or designee shall have these rights:
1. To call and examine witnesses;
 2. To introduce evidence;
 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 4. To impeach any witness regardless of which party first called the witness to testify; and
- Q. The hearing shall be a private proceeding among the County's representative, the employee and the employee's representative.
- R. The decision of the arbitrator shall be a binding decision upon the parties. However, each party shall be entitled to petition the Superior Court to confirm, correct or vacate the award as provided for by C.C.P. § 1285 et. seq. and within the time requirements set forth in C.C.P. § 1288.

ARTICLE 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:

1. Matters reviewable under some other County administrative procedure.
2. 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.
3. Matters involving the release of a probationary employee.
4. 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.
5. 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, Ordinance, rule, regulation, or policy alleged to be violated, misinterpreted or misapplied as provided under Article 135, 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 or representative will attempt to ~~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 Step 1 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. If a neutral informs the County, they need to be removed from the list or can no longer serve, the parties shall promptly meet and confer over the addition of another neutral.
- ~~B-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.
- ~~C-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.
- ~~D-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/their original petition. This includes issues or MOU Sections which have not been raised and considered at an earlier step of the grievance procedure.

E.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.

F.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.

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

H.I. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, 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.

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

J.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.

K.L. The hearing shall be a private proceeding among the County, the employee and LIUNA~~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-out~~in~~, nor interference with the County's operation during the term of this MOU.

Should a strike, sick-out~~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 ~~them~~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 ~~MOU 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. LIUNA~~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 ~~they~~~~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 Time-Bank reimbursement such that total payments do not exceed 100% of the regular pay.

- B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to 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. Only the employee for whom the Time-Bank has been established may receive leave credits from the Time-Bank.
 - ~~1.2.~~ The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one catastrophic medical condition.
 - ~~2.3.~~ 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.

B. For Cause Testing:

For Cause Testing refers to drug and alcohol testing administered to an Employee when there is reasonable suspicion that the Employee may be under the influence of drugs or alcohol while on duty or when such testing is deemed necessary due to the occurrence of specific events or incidents, including but not limited to:

1. Observable behavior indicating impairment.
2. Significant deterioration in work performance.
3. Involvement in an accident or incident that poses a risk to the safety of the Employee, other employees, or the workplace environment.
4. Violation of company policies related to drug and alcohol use.

C. Confidentiality:

All information obtained through For Cause Testing shall be treated as confidential by the Employer, except as required by law or authorized by the Employee. Test results will only be disclosed to those individuals with a legitimate need to know, such as management personnel involved in disciplinary actions or medical professionals responsible for assessing the Employee's fitness for duty.

D. Testing Procedures:

For Cause Testing shall be conducted in accordance with established procedures and protocols, which may include but are not limited to:

1. Collection of samples (urine, blood, breath, etc.) by qualified personnel.
2. Analysis of samples by accredited laboratories.
3. Review of results by a qualified medical review officer (MRO).

E. Employee Rights: The employee has the right to:

1. Be informed of the reasons for Cause Testing.
2. Obtain a copy of the testing results upon request.
3. Provide a written statement of evidence challenging the validity of the test results.

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 ~~a CalPERS Medical Plan one (1) of Riverside County employee medical plans~~, toward the payment of premiums for health insurance.

While the County contracts for medical insurance with CalPERS, per the Public Employee Hospital and Medical Care Act, the County will contribute the required statutory minimum amount for each retiree which is inclusive of the twenty-five dollars (\$25.00) provided in the first paragraph.

Effective January 1, 2026, while the County contracts for medical insurance with CalPERS the County shall contribute both the CalPERS statutory minimum amount, plus an additional twenty-five dollars (\$25.00) per month on behalf of each eligible retiree, inclusive of the retiree’s dependents, enrolled in a CalPERS Medical Plan, toward the payment of premiums for health insurance. Upon reaching Medicare eligibility age, retirees will not continue to receive the twenty-five dollars (\$25.00) per month contribution.

~~B. 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. Contribution Amounts for Employees in County Sponsored Health Insurance.~~

<u>COVERAGE LEVEL</u>	<u>TOTAL COUNTY CONTRIBUTION</u>	<u>TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 14, 2024 (PAY PERIOD 25)</u>	<u>TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 13, 2025 (PAY PERIOD 25)</u>
<u>Employee Only:</u>	<u>\$873.00</u>	<u>\$926.52</u>	<u>Subject to meet and confer</u>
<u>Employee Plus One Dependent:</u>	<u>\$1,561.00</u>	<u>\$1,586.00</u>	<u>Subject to meet and confer</u>
<u>Employee Plus Family:</u>	<u>\$1,561.00</u>	<u>\$1,800.00</u>	<u>\$2,087.00</u>

1. Employees must select a medical plan to receive these amounts.

2. Following the release by CalPERS in June/July 2025 of the rates for 2026, the parties shall engage in labor negotiations to determine the County contribution for employee only coverage and employee + 1 coverage for 2026.

3. Flex for Part-Time Employees.

a. 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.

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

c. 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.

~~d. 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:~~

~~\$200.00 per month if the employee's last hire date was on or after November 13, 2003~~

~~\$425.40 per month if the employee's last hire date was before November 13, 2003~~

~~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.~~

C. 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.

To exercise the opt-out choice, an employee must affirm their commitment to maintaining minimum essential coverage throughout the opt-out period by signing a statement. This affirmation should be submitted by the employee during the open

enrollment of each plan year. However, if the County acquires evidence that the employee lacks the specified alternate coverage or if the necessary conditions are not met, the opt-out payment will not be disbursed, and the County will not process the payment. In cases where sufficient documentation or a signed attestation as required is not on record, retroactive payment will not be provided.

Employees will possess minimum essential coverage from an alternative source (excluding coverage obtained through the individual market, irrespective of its origin, including Covered California) for the relevant plan year of the opt-out arrangement.

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.

If an 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

~~D. 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.~~

~~—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.~~

~~*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.~~

~~E. 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:~~

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 42. ~~Transition to State Disability Insurance (effective April 21, 2021).~~

~~The County withholds employee contributions to SDI from employee pay checks. Employees shall receive short-term disability benefits from California State Disability Insurance. 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.~~

~~A. 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, SAFETY SHOES 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

~~a.b.~~ Behavioral Health

~~b.c.~~ Code Enforcement

~~e.d.~~ Department of Public Social Services

~~d.e.~~ Economic Development Agency (may include any and all individual departments under EDA)Office of Economic Development

~~e.~~

f. Emergency Management Department

g. Facilities Management

f.h. Fire

g.i. Fleet Services

~~h.j.~~ Flood Control

i.k. Riverside University Health System (may include any and all individual departments under RUHS)

j.l. Probation

~~k.m.~~ Sheriff

~~l.n.~~ Transportation

~~m.o.~~ 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 MOU 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 (<u>Field Survey and</u> Materials Lab Only)
97432	Engineering Technician II (<u>Field Survey and</u> 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 (<u>Field Survey and</u> Materials Lab Only)
66513	Senior Equipment Operator
66455	Senior Heavy Equipment Mechanic
<u>62794</u>	<u>Senior Machinist – Welder</u>
97382	Senior Traffic Signal Technician
66580	Sign Maker
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Transportation Warehouse Worker I
15822	Transportation Warehouse Worker II
66591	Tree Trimmer
66441	Truck Mechanic
66506	Truck & Trailer Driver

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.~~

ce) The Transportation Department shall establish procedures, including procedures for employees assigned to remote locations, for the weekly exchange of soiled for laundered uniforms.

~~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:

~~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.~~

~~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.~~

~~The T-Shirts will be purchased at the employees’ expense from the vendor and the employee will be responsible for cleaning the T-Shirts.~~

~~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.~~

~~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).~~

~~Employees will only be permitted to wear the Transportation T-Shirts to and from work.~~

~~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.~~

~~All Transportation Department employees are still required to wear the appropriate uniform and/or gear while performing safety sensitive duties.~~

3. Uniforms — Fire Department of Fire Protection.

The County shall provide a newly hired employee or an employee that newly enters a uniformed job classification a one-time initial voucher for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee. Each employee must obtain written authorization through their supervisor before going to an approved vendor. The voucher will be issued from County Fire Finance upon notification of hire date from supervisor. It is the employee's responsibility to request the initial voucher through their supervisor. Once the voucher is received, the employee will then obtain new uniform items from the contract vendor.

Additionally, starting one-year from the date of hire, the employee will receive twenty five dollars and ninety six cents (\$25.96) each pay period (26 pay periods) for a total annual uniform allowance of six hundred seventy-five dollars (\$675).

- ~~1. 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>	
Air Conditioning Mechanic	62711	
Building Maintenance Mechanic	62740	
Equipment Parts Storekeeper	15825	
Fire Apparatus Technician I	66452	
Fire Apparatus Technician II	66453	
Fire Apparatus Technician III	66454	
Fire Communications Dispatcher Officer I	13806	
Public Safety Fire Communications Dispatcher Officer II	13807	
Fire Operations Maintenance Worker	62109	
Fire Prevention Technician	37870	
Fire Safety Specialists	37872	
Fire Systems Inspector	37873	
IT Communications Technician III	86131	
IT User Support Technician II	86183	
IT User Support Technician II	86185	

Public Safety	Lead Truck Driver-Delivery	15836
Maintenance	Carpenter	62221
	Lead Maintenance Carpenter	62222
Maintenance	Electrician	62231
	Lead Maintenance Electrician	62232
Maintenance	Plumber	62271
	Storekeeper	15833
	Truck Driver-Deliver	15832

4. Uniforms - Probation Department. The County shall supply uniforms for the classification of Correctional Cook-Detention, Job Code 54420 and Correctional Senior Food Service Worker, Job Code 54453. The County covers the cost of the cleaning allowance, and it shall not exceed eight hundred dollars (\$800.00) annually.
5. Uniforms –Department of Animal ServicesControl. 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. Uniforms – Riverside University Health System - RUHS – Medical Center. Employees working in the following classifications will be provided fivefour (54) shirts and five two (52) pants unless otherwise indicated below.

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

7. Uniforms – Waste ResourcesManagement

~~The County shall supply uniforms. The following uniform allowances are provided by the Waste Management Department to employees in the following classifications in the Department of Waste Resources 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:~~

<u>Classification</u>	<u>Job Code</u>
<u>Automotive Mechanic I</u>	<u>66406</u>
<u>Automotive Mechanic II</u>	<u>66411</u>
<u>Crew Lead Worker</u>	<u>66502</u>

<u>Engineering Aide</u>	<u>97421</u>	
<u>Engineering Technician I</u>	<u>97431</u>	
<u>Engineering Technician II</u>	<u>97432</u>	
<u>Equipment Maintenance Worker</u>	<u>62920</u>	
<u>Equipment Operator I</u>	<u>66511</u>	
<u>Equipment Operator II</u>	<u>66512</u>	
<u>Equipment Parts Helper</u>	<u>15824</u>	
<u>Fleet Services Assistant</u>	<u>13417</u>	
<u>Garage Attendant</u>	<u>62951</u>	
<u>Gate Services Assistant</u>	<u>13325</u>	
<u>Hazardous Waste Inspector I</u>	<u>73561</u>	
<u>Hazardous Waste Inspector II</u>	<u>73562</u>	
<u>Heavy Equipment Mechanic</u>	<u>66451</u>	
<u>Maintenance & Construction Worker</u>	<u>66529</u>	
<u>Mechanics Helper</u>	<u>62901</u>	
<u>Senior Engineering Technician</u>	<u>97433</u>	
<u>Senior Equipment Operator</u>	<u>66513</u>	
<u>Senior Gate Services Assistant</u>	<u>13325</u>	
<u>Senior Hazardous Waste Inspector</u>	<u>73563</u>	
<u>Senior Heavy Equipment Mechanic</u>	<u>66455</u>	
<u>Truck Mechanic</u>	<u>66441</u>	
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

8. Uniforms – Sheriff’s Department. The County shall supply uniforms to employees in the Forensic Technician I/II, Community Service Officer, Sheriff Service Officer, and Sheriff Corrections Assistant classifications within the Sheriff’s Department.

County Correctional Facilities. If uniform shirts are required to be worn by employees working in a correctional facility the department shall provide ~~four~~^{three} (43) 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.

9. Uniforms – District Attorney's Office. The County shall supply uniforms to employees in the Forensic Technician I/II classifications within the District Attorney's Office upon entry into the classification and on an as-needed basis thereafter.
10. Uniforms – Behavioral Health. The County shall supply uniforms to employees in the classifications of Medical Transportation Technician and Community Services Assistant.
- 40-11. Uniforms – Emergency Management. Employees in the classification of Support Services Technician (Job Code # 15826) are provided with their initial uniform from the County. Annually thereafter, employees will be provided with a voucher not to exceed six hundred dollars (\$600.00) for the purchase of uniforms.

Section 2. Safety Shoes

- A. Flood Control District. The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for safety shoes:

Automotive Mechanic I
Automotive Mechanic II
Building Maintenance Worker
Buyer Assistant
Construction Inspector I
Construction Inspector II
Engineering Technician I
Engineering Technician II
Equipment Operator I
Equipment Operator II
Equipment Parts Storekeeper
Garage Attendant
Heavy Equipment Mechanic
Maintenance and Construction Worker
Mechanics Helper
Principal Construction Inspector
Senior Building Maintenance Worker
Senior Construction Inspector
Senior Engineering Technician
Senior Engineering Technician PLS/PE
Senior Equipment Operator
Senior Heavy Equipment Mechanic

Truck Mechanic

Reimbursement is only applicable to those employees in the above-referenced classifications within the Operations and Maintenance Division and District Field employees who have regular duties that require them to spend 50% or more of their workweek in the field.

The safety footwear must meet the requirements and specifications in the ASTM International (ASTM) F2412-XX, Standard Test Methods for Foot Protection, ASTM F2413-XX, Standard Specification for Performance Requirements for Foot Protection, or ASTM F2892-XX Standard Specification for Performance Requirements for Soft Toe Protective Footwear (Non-Safety/Non-Protective Toe). All footwear built to ASTM F2413 or ASTM F2892 specification must be labeled with the appropriate safety feature marks on the inside or outside surface of the tongue, gusset, shaft, or quarter lining located inside a rectangle box.

- B. Purchasing and Fleet. The department shall reimburse employees in the following classifications a maximum of three hundred dollars (\$300) annually for the purchase of safety shoes. Protective Safety Shoe reimbursement would apply only to those employees in the following classifications who have regular duties requiring them to spend more than fifty percent (50%) of the workweek out in the field (e.g. performing duties inside of an automotive repair facility). Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
<u>13417</u>	<u>Fleet Services Assistant</u>
<u>66417</u>	<u>Automotive Service Writer</u>
<u>66406</u>	<u>Automotive Mechanic I</u>
<u>66411</u>	<u>Automotive Mechanic II</u>
<u>66412</u>	<u>Automotive Mechanic III</u>
<u>66405</u>	<u>Automotive Mechanic III-Certified</u>
<u>66416</u>	<u>Fleet Services Technician</u>
<u>66410</u>	<u>Sr. Automotive Mechanic</u>
<u>66441</u>	<u>Truck Mechanic</u>

- C. TLMA – Transportation. The department shall reimburse employees in the following classifications up to three hundred dollars (\$300) annually for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
<u>66501</u>	<u>Bridge Crew Worker</u>
<u>54431</u>	<u>Cook</u>
<u>66502</u>	<u>Crew Lead Worker</u>
<u>97421</u>	<u>Engineering Aide</u>
<u>97431</u>	<u>Engineering Technician I</u>

<u>97432</u>	<u>Engineering Technician II</u>
<u>33225</u>	<u>Environmental Compliance Inspector II</u>
<u>66511</u>	<u>Equipment Operator I</u>
<u>66512</u>	<u>Equipment Operator II</u>
<u>62931</u>	<u>Equipment Tire Installer</u>
<u>62951</u>	<u>Garage Attendant</u>
<u>66451</u>	<u>Heavy Equipment Mechanic</u>
<u>62202</u>	<u>Laborer</u>
<u>66504</u>	<u>Lead Bridge Crew Worker</u>
<u>66582</u>	<u>Lead Traffic Control Painter</u>
<u>66592</u>	<u>Lead Tree Trimmer</u>
<u>66529</u>	<u>Maintenance & Construction Worker</u>
<u>62901</u>	<u>Mechanics Helper</u>
<u>97413</u>	<u>Principal Construction Inspector</u>
<u>66580</u>	<u>Sign Maker</u>
<u>97433</u>	<u>Sr Engineering Technician</u>
<u>97437</u>	<u>Sr Engineering Technician PLS/PE</u>
<u>66513</u>	<u>Sr Equipment Operator</u>
<u>66455</u>	<u>Sr Heavy Equipment Mechanic</u>
<u>76484</u>	<u>Sr Land Surveyor</u>
<u>62794</u>	<u>Sr Machinist – Welder</u>
<u>97382</u>	<u>Sr Traffic Signal Technician</u>
<u>66581</u>	<u>Traffic Control Painter</u>
<u>97381</u>	<u>Traffic Signal Technician</u>
<u>15823</u>	<u>Transportation Warehouse Worker I</u>
<u>15822</u>	<u>Transportation Warehouse Worker II</u>
<u>66591</u>	<u>Tree Trimmer</u>
<u>66516</u>	<u>Truck & Trailer Driver</u>
<u>66441</u>	<u>Truck Mechanic</u>

D. TLMA - Code Enforcement - The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
<u>13423</u>	<u>Code Enforcement Technician</u>
<u>33241</u>	<u>Code Enforcement Officer I</u>
<u>33239</u>	<u>Code Enforcement Officer II</u>
<u>33240</u>	<u>Code Enforcement Officer II (D)</u>
<u>33249</u>	<u>Senior Code Enforcement Officer</u>
<u>33243</u>	<u>Senior Code Enforcement Officer (D)</u>

E. TLMA – Administration. The department shall reimburse employees in the following classifications up to three hundred dollars (\$300) annually for the purchase of safety shoes. Reimbursement would apply only to those employees

in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
<u>15826</u>	<u>Support Services Technician</u>
<u>15820</u>	<u>Senior Support Services Technician</u>

F. Environmental Health. The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
<u>98752</u>	<u>Environmental Health Technician I</u>
<u>98753</u>	<u>Environmental Health Technician II</u>

G. Waste Management Resources Department Safety Shoes. As authorized by the Department Head, and Upon presentation of proof of purchase acceptable to the Department, the Department shall reimburse employees assigned to landfill operation, to a maximum of ~~three~~ one hundred dollars (\$~~31~~00.00) per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of ~~his/her~~their duties. ~~Employees in the Waste Inspection Series may be reimbursed to a maximum of one hundred seventy-five dollars (\$175.00) per fiscal year.~~ Reimbursement would apply only to those employees in the following classifications who have regular duties that require them to spend fifty percent (50%) or more of their workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
<u>66406</u>	<u>Automotive Mechanic I</u>
<u>66411</u>	<u>Automotive Mechanic II</u>
<u>66410</u>	<u>Senior Automotive Mechanic</u>
<u>66502</u>	<u>Crew Lead Worker</u>
<u>97421</u>	<u>Engineering Aide</u>
<u>97431</u>	<u>Engineering Technician I</u>
<u>97432</u>	<u>Engineering Technician II</u>
<u>97433</u>	<u>Sr Engineering Technician</u>
<u>15824</u>	<u>Equipment Parts Helper</u>
<u>15825</u>	<u>Equipment Parts Storekeeper</u>
<u>62920</u>	<u>Equipment Maintenance Worker</u>
<u>66511</u>	<u>Equipment Operator I</u>
<u>66512</u>	<u>Equipment Operator II</u>
<u>66513</u>	<u>Sr Equipment Operator</u>

<u>13417</u>	<u>Fleet Services Assistant</u>
<u>62951</u>	<u>Garage Attendant</u>
<u>73561</u>	<u>Hazardous Waste Inspector I</u>
<u>73562</u>	<u>Hazardous Waste Inspector II</u>
<u>73563</u>	<u>Sr Hazardous Waste Inspector</u>
<u>66451</u>	<u>Heavy Equipment Mechanic</u>
<u>66455</u>	<u>Sr Heavy Equipment Mechanic - Waste</u>
<u>66529</u>	<u>Maintenance and Construction Worker</u>
<u>62901</u>	<u>Mechanics Helper</u>
<u>66441</u>	<u>Truck Mechanic</u>

H. Facilities Management. The Department will supply and pay for, through a third-party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
<u>Air Conditioning Mechanic</u>	<u>62711</u>
<u>Lead Air Conditioning Mechanic</u>	<u>62712</u>
<u>Building Maintenance Mechanic</u>	<u>62740</u>
<u>Building Maintenance Worker</u>	<u>62730</u>
<u>Construction Inspector</u>	<u>97413</u>
<u>Sr. Construction Inspector</u>	<u>33203</u>
<u>Gardener</u>	<u>62141</u>
<u>Grounds Worker</u>	<u>62171</u>
<u>Grounds Crew Lead Worker</u>	<u>62142</u>
<u>Maintenance Carpenter</u>	<u>62221</u>
<u>Maintenance Electrician</u>	<u>62231</u>
<u>Lead Maintenance Electrician</u>	<u>62232</u>
<u>Maintenance Mechanic</u>	<u>62735</u>
<u>Lead Maintenance Services Mechanic</u>	<u>62742</u>
<u>Maintenance Painter</u>	<u>62251</u>
<u>Lead Maintenance Plumber</u>	<u>62272</u>
<u>Maintenance Plumber</u>	<u>62271</u>

I. RUHS. The Department will supply and pay for, through a third-party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
<u>Air conditioning Mechanic</u>	<u>62711</u>
<u>Building Maintenance Mechanic</u>	<u>62740</u>
<u>Gardener</u>	<u>62141</u>

Grounds Crew Lead	62142
Grounds Worker	62171
Maintenance Mechanic	62735
Maintenance Plumber	62271
Maintenance Carpenter	62221

J. Sheriff's Department - The Department will supply and pay for, through a third-party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
Aircraft Mechanic	66301
Community Service Officer I	52264
Community Service Officer II	52265
Coroner Technician	37498
Custodian	62321
Forensic Technician II	37531
Senior Coroner Technician	37499
Sheriff Service Officer I	52261
Sheriff Service Officer II	52262

Section 32. 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 below, 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
Automotive Services Writer	
Senior Automotive Mechanic	Automotive Mechanic I, II, III
Fleet Services Assistant	
Fleet Services Technician	
Truck Mechanic	
	Senior Automotive Mechanic

RUHS Medical Center	Waste Resources Department
Maintenance Plumber	Heavy Equipment Mechanic
Maintenance Carpenter	Mechanics Helper

Maintenance Electrician	Senior Heavy Equipment Mechanic - Waste
Stationary Engineer	Truck Mechanic
Air Conditioning Mechanic	Automotive Mechanic I, II, III
Maintenance Mechanic	Senior Automotive Mechanic <u>Equipment Maintenance Worker (when enrolled in the apprenticeship/training program with pre-authorization from supervision)</u>
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 ~~their his or her~~ employment solely due to the theft of tools from a County facility or vehicle.

A. Tool Allowance

The County will provide a reimbursement allowance of two hundred and fifty dollars (\$250) per employee per calendar year (which will increase to seven hundred and fifty dollars (\$750) effective January 1, 2025) 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.~~

The parties agree to establish a Joint Labor Management Committee to discuss ergonomic assessments.

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.~~
- A. In exchange for the elimination of the Fairness Provision of the 2019-2024 MOU, all employees in the bargaining unit on the first day of the first full pay period following Board of Supervisors approval of this 2024-2027 MOU shall receive one thousand five hundred dollars (\$1,500) (less tax withholdings) to be paid on December 26, 2024.

B. Effective May 1, 2025, all classifications in the bargaining unit shall receive a four percent (4.0%) increase to their base salary. Employees will receive a four percent (4.0%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed four percent (4.0%).

C. Effective April 30, 2026, all classifications in the bargaining unit shall receive a four percent (4.0%) increase to their base salary. Employees will receive a four percent (4.0%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed four percent (4.0%).

D. In exchange for the elimination of the Fairness Provision of the 2019-2024 MOU, effective February 4, 2027, all classifications in the bargaining unit shall receive a two and one-half percent (2.5%) increase to their base salary. Employees will receive two and one-half percent (2.5%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed two and one-half percent (2.5%).

E. During the term of this MOU, the County has the right to modify the salary structure subject to meet and confer with LIUNA.

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 25. 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 per Section 4 and 5 of this Article~~~~this provision~~ may be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least 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, The~~ 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.

Section 6. New Employee Orientation

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

County shall provide LIUNA written notice of both county-wide and department-level new employee orientations/on-boarding sessions, no matter how few participants, and whether in person or online, at least ten (10) business days prior to the event except if there is an urgent need that is critical to the County's operations that was not foreseeable.

LIUNA shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation. No representative of management shall be present during the Union's presentation. Release time shall be granted for one (1) steward to participate in the new employee orientation. "New hires" shall be defined to include any employee new to LIUNA, including, but not limited to, through accretion or promotion/demotion.

Alternatively, in the event that a new employee does not attend orientation or participates in orientation that is self-service (i.e. individual review of policies on-line, etc., then LIUNA will be provided with the employee's cell phone number and e-mail provided to the County, and be allowed time within the first sixty (60) days of their employment to have a union orientation discussion not to exceed thirty (30) minutes during the employee's work time.

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.~~

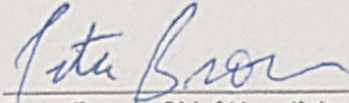
~~This provision shall expire on a date that coincides with the expiration of this MOU.~~

SIGNATURE PAGE

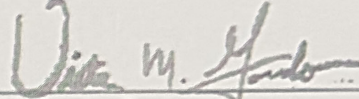
Signed this 2 day of December, 2024 at Riverside, California

COUNTY OF RIVERSIDE

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 777 (LIUNA)



Peter Brown, Chief Negotiator



Victor M. Gordo, Business
Manager/Secretary Treasurer

MEMORANDUM OF UNDERSTANDING

2024 - 2027

COUNTY OF RIVERSIDE

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 777

October 27, 2024 – February 4, 2027

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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 MOU.

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

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

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.

Contractor shall mean a corporation, business, organization, non-profit or entity which has entered into an agreement with the County to provide services.

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 MOU shall refer only to "regular" or "seasonal" employees as referred to in Salary Ordinance No. 440 employed by the County in those classifications included in the unit pursuant to the provisions of the Employee Relations Resolution.

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") workweeks.

Permanent employee means an employee who has completed the initial probationary period in a position.

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

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 October 27, 2024 to 11:59 p.m. on February 4, 2027. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective on the first day of the first full pay period following the date of its adoption by the County's Board of Supervisors.

Section 2. Successor MOU. In the event either party desires to negotiate a successor MOU, such party shall, no more than six (6) months prior to the expiration of the current MOU, request to commence negotiations unless otherwise agreed upon by the parties.

Section 3. Subsequent Discussions. The parties agree to a Meaningful Joint Labor Management Committee with a mutual good faith intent to discuss topics of caseload/workload and training for Eligibility Technicians who work in General Assistance, Medi-Cal and CalFresh. The parties also agree to discuss the probationary period for Eligibility Technicians within six (6) months of approval of this MOU by the Board of Supervisors.

Section 4. – The County agrees to meet and confer on any changes within the scope of representation caused by the use of artificial intelligence.

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

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

ARTICLE IV PAY PERIOD, WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Pay Period / Workweek

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

Section 2. Work Schedules

A Department Head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different Flex (alternative) work schedule after giving a one pay period written notice to the representative, if any, of the employees affected.

- A. The County shall have exclusive authority to establish or eliminate alternative work schedules for employees and the union affirmatively waives its right to meet and

confer over the change in work schedule, provided however, that where a change in the work schedule effects a group of five (5) or more employees, within a division or unit within a Department, the union does not waive its right to meet and confer on the impacts of the County's decision as to those employees. A department head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate an alternative work schedule after giving at least one (1) pay period written notice to employees and, in cases where the decision affects five (5) or more employees, within a division or unit within a Department, to the union. If the union requests to meet and confer on the impacts of the decision affecting a group of five (5) or more employees within five (5) days of the written notice, the implementation or elimination of the alternative work schedule will not take effect until the next following pay period (i.e., the pay period after the pay period the department originally designated as the start of the new work schedule).

LIUNA agrees that the County shall retain exclusive control to assign schedules or shifts to employees within the established work schedule (normal or alternative) and hereby waives any right to negotiate the decision or impacts (unless otherwise specified in this MOU), or grieve the County's decision, during the remaining term of this MOU. The County shall provide one (1) pay period written notice to affected employee(s) prior to implementing a schedule change. Notwithstanding the prior sentence, if an employee initiates the request for a schedule change, it is acceptable to the department and it coincides with the beginning of a pay period, one pay period notice to the employee shall not be required. One (1) pay period notice is not required for overtime, standby, and emergencies as defined in this MOU.

Section 3. Flex (Alternative) 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 workweek and one eight-hour day per pay period)

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

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

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)

3/12-4/12 schedule (three, twelve-hour days per work week and four, twelve-hour days every other week)

- B. Teleworking - If an employee is permitted to telework for any part of their workweek

and the County wants to reduce or adjust their telework, the employee will be provided at least a one (1) week notice of the reduction or adjustment. Notwithstanding this notice requirement, an employee may be required to attend a meeting or other work-related business need in person without being provided the one (1) week notice. Departments will endeavor to provide employees with as much notice as possible of in person meetings or modifications to telework.

Section 4. Rest and Meal Periods

The provisions below on rest and meal periods shall apply absent a department policy. If a department policy exists for rest and/or meal periods, it shall apply.

A. Rest Periods

Employees who work more than four (4) hours may be allowed to take one rest period. Employees who work eight (8) hours or more may be allowed to take two rest periods.

Employees may be allowed but not required to take a rest period of at least ten (10) minutes during the first half of their shift and another rest period of at least ten (10) minutes during the second half of their shift.

Such rest periods shall be scheduled in accordance with the requirements of the Department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period unless pre-approved by a supervisor on an occasional basis. Rest periods may not be combined with meal periods to extend an employee's meal period unless pre-approved by a supervisor on an occasional basis.

Rest periods are considered hours worked and employees may be required to perform duties, if necessary.

B. Meal Periods

Employees may be allowed to take a meal period of at least thirty (30) minutes. The time off for meal periods shall not extend beyond the employee's designated meal period without prior supervisor approval.

1. Meal periods are unpaid unless an employee is required by their supervisor to work through their meal period.
2. The procedure for taking a meal period shall be determined by the Department Head or their designee.

Section 5. Overtime

- ##### A. Overtime Work Defined
- Overtime work is authorized work in excess of the forty (40) hours in the established FLSA workweek 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 overtime provisions of 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 the employee being paid at time and one half (1.5), 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 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
- Laborer
- Crew Lead Worker
- Traffic Control Painter
- Lead Traffic Control Painter
- Equipment Tire Inspector
- Mechanical Helper

7. 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 base 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

8. Employees in the following Code Enforcement Classifications who are asked and/or required by the Department Head or their designee to work extra shifts and/or hours beyond their regular shift pattern, shall be paid at one and one half (1 ½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA (i.e. the employee would be eligible to be paid at one and one half (1 ½) times their base rate of pay even if the employee used sick, vacation, or holiday leave accruals in the pay period).

- Senior Code Enforcement Officer
- Code Enforcement Officer II
- Code Enforcement Officer I
- Code Enforcement Technician
- Code Enforcement Aide

This overtime exception is only valid during the following, unless the Board of Supervisors declares the need for Code Enforcement to deploy staff to engage in Countywide events:

- December 31st - New Years Eve
- Coachella & Stagecoach Festivals

- July 4th – Independence Day
- Community Development Events
- Short Term Rental Events
- Unpermitted Events
- Illegal Vendor Operations
- Noise Ordinance Violations

9. Flood Control. Any employee from Flood Control required to perform storm water sampling to meet regulatory permit mandates or required to work during a storm event and/or emergency, who are asked and/or required by the Department head or their designate 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.

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

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

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

The initial record, any secondary records, such as a summary of the workweek or of the pay period, or other compilation from the initial record, and the departmental copy of the attendance report for each pay period together with any subsequent correcting reports, shall be preserved and retained in 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. Compensatory Time Off in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid. An employee may elect to accrue up to one hundred twenty (120) hours of compensatory time off or may elect to be paid overtime for such overtime hours worked. Upon termination, compensatory time off shall be paid at the employee's then current regular rate of pay.

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. Accumulated compensatory time off benefits may only be utilized by mutual agreement of the employee and the Department Head or a designee.
- H. Fringe Benefits not Affected by Overtime: Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or salary advance.
- I. 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 6. Premium Pay

A. Standby Duty When placed by the Department Head specifically on standby duty, (which is not hours worked), an employee otherwise off duty shall be paid one (1) hour at the base rate of pay for eight (8) hours of such duty. The compensation shall cease when said employee physically reports to a worksite and will resume at the completion of the call-out work. The standby 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 standby 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. Call-Back – Physically - Responding. An employee who is called back to work to physically report to a worksite(whether or not they are on standby), shall receive a minimum of two (2) hours pay at time and one half. If an employee should complete the work required, and subsequently be recalled physically during the minimum credit period, the employee shall receive another two-hour minimum.

2. Call-Back – Responding Remotely. An employee who is called back to work but is able to complete the work required without the employee having to physically report to a worksite, (whether or not they are on standby), shall receive a minimum of two (2) hours pay at time and one half. If the employee should complete the work required remotely, and subsequently be recalled remotely during the minimum credit period, no additional compensation shall be paid until the minimum credit period has exhausted. This pay does not apply to calls received that are wrong numbers, spam calls or calls where an employee is not required to do anything other than tell the caller that they cannot help them.

C. Double Time Employees in the following classifications assigned to work at RUHS Medical Center or Correctional Health Services shall be eligible to receive 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
- Pharmacy Technician, I, II and III
- Dental Assistant
- Registered Dental Assistant
- Housekeeper/Custodian
- Electrocardiograph Technician
- Patient Services Coordinator
- Hospital Supply Technician
- Clinical Lab 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. Employees working multiple weekend shifts as part of their regular schedule (not overtime shifts) are not eligible for double overtime for those extra weekend shifts worked. To qualify for double time on an extra weekend shift, employees must have also actually worked (i.e., the employee did not take any leave during the workweek) 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 their normal schedule as established by the Department Head, provided that the employee actually worked their 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.
2. Evening Shift Employees whose classes are not specifically mentioned in other sections of this MOU shall be paid an evening differential of one dollar and thirty cents (\$1.30) per hour for the time actually worked between 6:00 p.m. and 11:00 p.m.
3. Night Shift Employees shall be paid a night differential of one dollar and ninety cents (\$1.90) per hour for the time actually worked between 11:00 p.m. and 6:00 a.m.

For the term of this 2024-2027 MOU, Employees shall be paid a night shift

differential of one dollar and twenty cents (\$1.20) per hour for the time actually worked between 6:00 a.m. and 7:00 a.m. This provision shall expire on February 4, 2027.

4. Command Post Shift Differentials. All Intake Specialists assigned to the Command Post, who otherwise qualify, shall be paid a total of one dollar seventy cents (\$1.70) 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 two dollars and fifty cents (\$2.50) 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 and fifty cents (\$1.50) 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.

All Intake Specialists assigned to the Command Post whether permanently or temporarily will be eligible for above shift differentials.

5. Waste Resources Department Facilities – Saturday/Sunday Shift Differential. Employees in the Waste Resources Department whose regular bi-weekly work schedule includes a Saturday and/or Sunday shift shall receive an hourly differential of ten dollars (\$10.00) per hour for each hour worked on a Saturday and/or Sunday.
6. Float Pool Differential - Nursing Assistants who are permanently assigned to Float Pool, shall be compensated at a rate of one dollar (\$1.00) per hour for hours actually worked as a float employee.

E. Bilingual Pay Scope

Bilingual premium is available to 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:

Department Head or designee shall designate positions to provide bilingual services. Incumbents must be assigned to provide bilingual services by the Department Head or designee; and incumbents must pass a bilingual proficiency examination administered by the County Human Resources Department.

Incumbents must successfully pass a bilingual proficiency examination administered by the County Human Resources Department. Spanish speaking

employees who were grandfathered to receive bilingual premium without possessing a certification from the County Human Resources Department will be required to successfully pass the requisite examination within one-hundred, eighty (180) calendar days from the first date of this 2024-2027 MOU to be eligible to receive bilingual premium. Failure to obtain a certification within one-hundred, eighty (180) calendar days from the first date of this 2024-2027 MOU shall result in immediate loss of bilingual premium.

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

If an employee leaves the assignment in which they are receiving bilingual premium and moves to an assignment where the department head or designee determines that bilingual skills are not necessary, they will no longer receive bilingual premium.

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: One dollar (\$1.00) per hour for hours worked, including overtime hours worked.
- b. Level 2: One dollar and twenty-five cents (\$1.25) per hour for hours worked, including overtime hours worked.
- c. Level 3: One dollar and fifty cents (\$1.50) per hour for hours worked, including overtime hours worked.

4. Testing Administration

Oral and written examinations will be administered as follows:

- a. Level 1: Basic oral/reading test
- b. Level 2: Written
- c. Level 3: Complex Level Written

Each Level is administered by Human Resources Testing Center.

If concerns are expressed to the Human Resources Department regarding an employee's bilingual skills, the County's Human Resources Department reserves the right to verify on an annual basis whether employees receiving bilingual pay are eligible for the bilingual pay (meet the eligibility factors) and to determine the appropriate level of bilingual pay.

Any employee determined as ineligible for the bilingual pay shall have the bilingual pay ended the first full pay period following the determination made by County Human Resources.

5. Plan Implementation

- a. The department head or designee is responsible for bilingual assignments. The department head or designee is also responsible for removing an employee from a bilingual assignment when the position no longer requires the use of bilingual skills; furthermore, the department head or designee is responsible for modifying the bilingual skill level of the assigned employee as operationally required. Prior to assigning an employee for bilingual premium, the department shall forward requests for bilingual assignment to the County Human Resources Department for bilingual proficiency assessment and certification.
- b. Employees certified by the County Human Resources Department shall receive bilingual pay as long as the department head or designee designates that position for bilingual assignment. The decision of the department head or designee to assign and/or remove bilingual assignment is not subject to either the grievance or disciplinary appeal procedure in the MOU.
- c. A break in continuous service, as defined in this MOU, shall require the employee to become re-certified for the appropriate bilingual skill level upon re-hire should the department head or designee designate the position for bilingual assignment, with the exception of employees who are reinstated following a successful termination appeal.

F. Inconvenience Differential. All members of the transportation department's travel crew will receive an inconvenience premium of one hundred and twenty-five dollars (\$125.00) per pay period only during periods of temporary reassignment of the worksite. Only employees permanently assigned to a Travel Crew by the Transportation Department and whose work site is temporarily transitioned to the Blythe or Thermal Yard and is at least seventy-five (75) miles from the employee's regular work location, shall be entitled to receive the inconvenience premium. . In

addition, any permanent travel crew employee who's regularly assigned worksite is in the Blythe or Thermal Yard, and whose worksite is temporarily transitioned to a work location that is at least seventy-five (75) miles from the employee's regular work location shall be entitled to the same inconvenience premium.

Notwithstanding the above paragraph, any employees who were receiving this differential on the effective date of this MOU who would not qualify for it based on the language above will continue to receive it. The requirements of the above paragraph apply to any employees eligible to receive this differential on the effective date of this MOU.

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 fifteen dollars and sixty-three cents (\$15.63) per shift, but not to exceed one hundred and twenty-five dollars (\$125.00) per pay period only during periods of temporary reassignment of the worksite.

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 in their base salary on the salary range 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 has been selected and trained as a

trainer shall receive three dollars (\$3.00) per hour worked for each hour in which they are actually engaged in training other Fire Communications Call Takers, Fire Communications Dispatchers, Sheriff's 911 Call Taker or Sheriff's 911 Communications Officers.

- d. For increases provided by a-c above, the employee's anniversary date will not change.

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 no documented (within the last rolling year) attendance issues as specified in department policy, 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. Applicants 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. Applicants 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. A memo must be submitted by the 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 performance improvement plan 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 or designee.
 - 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 or designee 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 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.

These P.O.S.T Certifications do not stack. An employee who earns an Intermediate Certificate shall no longer be paid for the Basic Certificate. An employee who earns an Advanced Certificate shall no longer be paid for the Intermediate or Basic Certificate.

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

- a. Employees in the classification of Sheriff 911 Communications Officer II who possess a valid Basic, Intermediate, or Advanced certificate, shall receive an 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.

These hourly differentials do not stack. An employee who earns an Intermediate Certificate differential shall no longer be paid for the Basic Certificate differential. An employee who earns an Advanced Certificate differential shall no longer be paid for the Intermediate or Basic Certificate 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.

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:
 1. Basic FCD Certification – equal to four percent (4%) of the employee's base hourly rate of pay paid as a differential.
 2. Intermediate FCD Certification - equal to seven percent (7%) of the employee's base hourly rate of pay paid as a differential.
 3. Advanced FCD Certification - equal to twelve percent (12%) of the employee's base hourly rate of pay paid as a differential.

These Certifications do not stack. An employee who earns an Intermediate Certificate shall no longer be paid for the Basic Certificate. An employee who earns an Advanced Certificate shall no longer be paid for the Intermediate or Basic Certificate.

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:

1. Any employee in the below listed job classifications working for the Facilities Management Department and assigned to a Sheriff or Probation detention facility (not including the RUHS Correctional Health jail ward) shall receive a differential of one dollar (\$1.00)/hour for hours actually worked in such facilities.

Any employees in the job classification listed below working for the 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
57731	Dental Assistant
57732	Registered Dental Assistant
79530	Probation Specialist
15833	Storekeeper

2. The following Sheriff's Department classifications receive the Detention Differential of one dollar (\$1.00)/hour for hours actually worked in such facilities:

13818	Sheriff Corrections Assistant I
13819	Sheriff Corrections Assistant II
13817	Sheriff Corrections Assistant Trainee
52261	Sheriff's Service Officer I
52262	Sheriff's Service Officer II
52264	Community Service Officer I
52265	Community Service Officer II
15833	Storekeeper

K. Flood, Transportation and Waste Skill Pay: Employees in the classifications of Maintenance Construction Worker, Equipment Operator I, Equipment Operator II, or Senior Equipment Operator shall receive the following premiums:

1. Those employees in eligible departments/classifications operating any

dozer which is a D-8 equivalent or larger, shall be paid one dollar and seventy-five cents (\$1.75) per hour for time actually worked operating the dozer (this excludes time worked as a trainee). For Waste Resources employees, Equipment Operators qualify for this skill pay only while operating eligible equipment in the active commercial dumping area during hours for which the landfill is open to the public; or

2. Those employees in eligible departments/classifications operating a (trash) compactor shall be paid one dollar (\$1.00) per hour for time actually worked operating the compactor.

3. Lowboy: Those employees operating a lowboy to haul a long reach excavator (typically with boom length greater than 30 feet) shall be paid one dollar and fifty cents (\$1.50) per hour for time hauling, loading and unloading the long reach excavator. To be eligible, the Lowboy driver/operator shall be responsible for loading, securing, transporting, and unloading the long reach excavator.

L. Hazardous Incident. All LIUNA represented employees assigned to the Fire Department assigned to respond to a hazardous incident as declared by the Fire Department, as defined by the Executive Leadership, shall receive a three dollar (\$3.00) per hour differential pay.

M. 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 one hundred dollars (\$100.00) per month as hazard pay in recognition of the exposures and difficulties of their job.

N. Court Callback. Notwithstanding any other provisions of this MOU, 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 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) their 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. Compensation shall cease when the employee's regular work shift begins.

O. Sheriff's Aircraft Mechanic Inspection Pay.

Sheriff's Senior Aircraft Mechanics and Aircraft Mechanics who possess a valid Federal Aviation Inspection License that provides the employee the ability to perform Inspection Authorizations shall be entitled to a differential of two dollars (\$2.00) per hour for hours worked performing such inspections.

Sheriff's Senior Aircraft Mechanics and Aircraft Mechanics assigned to in-flight

maintenance checks shall receive three dollars (\$3.00) per hour for hours worked in which they directly perform in-flight maintenance checks.

P. Compounding Pharmacy Technician Assignment

Employees in the Pharmacy Technician II & III classification who are designated by regulation as Compounding Designated Person of a compounding pharmacy service within a licensed Pharmacy shall receive a differential of one dollar (\$1.00) (per hour while performing the duties of the Compounding Designated Person.

Q. Homeless Encampments

Field staff at Flood Control, including maintenance and construction workers, equipment operators (I & II), Senior Equipment Operator, Engineering Aide, Engineering Technician (I & II) and Senior Engineering Technician, that regularly spend 50% or more of their workweek performing field work in remote areas or in existing flood control facilities where they have a high potential for encountering unhoused individuals, including their encampments and associated hazards; shall receive (\$1.25) per hour differential.

ARTICLE V
PAY PRACTICES

Section 1. Merit Increase

A. SALARY ADVANCE

Employees shall receive their merit increases on their anniversary date.

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 twenty-six (26) pay periods in a paid status in the position. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of thirteen (13) pay periods in a paid status in the position. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

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 twenty six (26) pay periods 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 who successfully completes their 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 thirteen (13) pay periods in a paid status, 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 twenty six (26) pay periods in a paid status, and subsequent anniversary dates shall occur at like intervals.
- E. The provisions of this section shall be subject to other specific provisions of this MOU concerning change of anniversary dates.
- F. Prior to the employee's anniversary date the Department Head or designee, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form if the increase is not allowed. The Department Head or designee may disallow a salary increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee.

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.

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.

- G. The compensation of every employee shall be considered for a four percent (4.0%) base salary increase upon their anniversary date, but not to exceed the maximum salary of the salary range for the employee's classification, except as otherwise provided by the MOU. If at the time of the employee's anniversary date,

the employee's existing salary is less than 4.0% below the maximum of the salary range for the employee's classification, the employee's merit increase shall be at an amount that places the employee at the maximum of the classification's salary range.

Section 2. New Employees

- A. Except as otherwise provided by this MOU, a new employee shall be appointed at the minimum salary of the classification's salary range. The Department Head with the prior approval of the Human Resources Director 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 authorizes a position to be filled at such higher salary than the minimum of the range, except in cases where a new employee has the experience and/or qualifications that justify a such a rate, the Human Resources Director may also advance all incumbents of positions in the same class. The anniversary date shall be the first day of the pay period which is not less than twenty six (26) pay periods in a paid status thereafter, not including overtime. When such an incumbent employee is already on that salary, their anniversary date shall not change.

When the Human Resources Director authorizes a position to be filled at a rate of pay equivalent to or higher than an incumbent with greater experience and/or qualifications than the person being hired, LIUNA shall have the right to request to meet and confer regarding equity adjustments for incumbents. This right to meet and confer shall not delay the County's right to hire the candidate.

- B. Difficult to Recruit Positions

1. Classifications or Positions Designated as DTR

Notwithstanding the provisions of this MOU, employees shall be compensated at a rate up to twenty percent (20%) of their base rate of pay for hours actually worked in a pay period for those positions identified in specific classifications in a specific department designated by the Human Resources Director as "difficult to recruit" (DTR).

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

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

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

The DTR differential shall only apply to actual hours worked.

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

For any classifications or positions identified as “difficult to recruit” (DTR) for a period of one-hundred and eighty (180) days or greater, including any classifications or positions identified as (DTR) as of the effective date of this MOU, the County shall have the following four options:

1. Remove the DTR;
2. Incorporate it into the base salary of the classification or position;
3. Create a permanent differential premium equivalent to the DTR pay; or
4. Create a new classification in which the DTR pay will be included in the base pay for that classification.

If requested by LIUNA, the parties shall meet and confer over items 2 and 3 above. As for number 4 above, the County has the right to create a new classification, but if requested by LIUNA, shall meet and confer over salary and terms and conditions of employment. LIUNA must request to meet and confer within ten (10) business days of being notified by the County.

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 (i.e., the employee was not terminated for cause) 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, their 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. 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 twenty-six (26) pay periods following a promotion, voluntarily demote to their previously held classification may return to the salary (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment) of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The anniversary date shall not change.

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 following a reclassification to a class with a higher salary plan/grade shall be determined in accordance with this MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of thirteen (13) pay periods in a paid status, in the new classification. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period. Thereafter, anniversary dates shall be on the first day of the pay period following each additional twenty-six (26) pay periods in a paid status. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

- 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 be the first working day of a pay period.

Section 8. Temporary Promotion.

A regular employee may be promoted on a temporary basis (for a maximum of 960 hours) to fill a vacant position as a result of a leave of absence of the incumbent of that position or pending appointment or recruitment to a vacant position. Such promotion is designated "temporary promotion". The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.

When the absence ceases or the vacancy is filled, the employee shall return to their regular position, and their salary and anniversary date shall be re-determined as if the temporary promotion had not occurred (i.e., the anniversary date will be modified to reflect as though the employee did not leave the lower classification). Any salary increases which would have been due in their regular position shall be allowed.

Employees who are temporarily promoted shall not serve a probationary period in the temporarily promoted classification, nor will they obtain property rights to the classification. If the employee is promoted into the classification during the time they are serving in a temporary promotion, the time spent in the temporary promotion shall count towards completion of probation in the promoted into classification.

Section 9. Working in a Higher Classification

Any employee assigned in writing by a Department Head or designee to perform the duties of a higher classification for the pay period in which the assignment started and the following full pay period or more shall be compensated five and one half percent (5.5%) above their base rate of pay effective the first day of the first full pay period following when the duties were performed. Such accumulated hours of such assignment(s) shall be credited toward qualifying experience for possible promotion.

If an employee believes they are working in a higher class, and have not received a written request to do so by a Department Head or designee, they may ask to receive a written request. If the Department Head or designee agrees with the employee, they will provide the written request.

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

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 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 thirteen (13) pay periods except:

Eligibility Technician I/II

Thirty-nine (39) pay periods
combined initial probationary
period

Child Support Interviewer	Twenty-six (26) pay periods
Child Support Specialist	Twenty-six (26) pay periods
Senior Child Support Specialist	Twenty-six (26) pay periods for employees initially hired into the classification and thirteen (13) pay periods for employees promoted into this classification
Coroner Technician	Twenty-six (26) pay periods
Fingerprint Examiner I	Twenty-six (26) pay periods
Fingerprint Examiner II	Twenty-six (26) pay periods
Fingerprint Technician I	Twenty-six (26) pay periods
Fingerprint Technician II	Twenty-six (26) pay periods
Forensic Technician I	Twenty-six (26) pay periods
Forensic Technician II	Twenty-six (26) pay periods
Investigative Technician I	Twenty-six (26) pay periods
Fire Communications Dispatcher I	Thirty-nine (39) pay periods
Fire Communications Dispatcher II	Thirty-nine (39) pay periods
Sheriff 911 Communications Officer I	Thirty-nine (39) pay periods
Sheriff 911 Communications Officer II	Thirty-nine (39) pay periods
Public Defender Investigator I	Twenty-six (26) pay periods
Public Defender Investigator II	Twenty-six (26) pay periods
Sheriff's Corrections Assistant Trainee	Twenty-six (26) pay periods
Sheriff's Corrections Assistant I	Twenty-six (26) pay periods
Sheriff's Corrections Assistant II	Twenty-six (26) pay periods
Building Inspector Trainee	Twenty-six (26) pay periods

- C. Extension of Initial Probation. The initial and promotional 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 or promotional probationary periods 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 or promotional probationary period may be extended by three (3) months (up to two (2) times) with a maximum of a thirteen (13) pay periods 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 they voluntarily promoted, demoted, or transferred. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first thirteen (13) pay periods (or the equivalent of the initial probationary period for those classifications where the initial probationary period exceeds thirteen (13) pay periods) 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 (e.g., an employee who was rejected from probation), the salary (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment) 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 military leave of absence.
- F. Failure to Pass Promotional Probation: If an employee does not pass promotional probation (i.e., returned to former class), within ten (10) calendar days after the return, the employee may request that the Human Resources Department review the decision to ensure that department policies regarding promotional probation were followed. An employee may attach a response to the release.
- G. 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 thirteen (13) pay periods.

Section 2. Retirement

- A. Retirement Formulas and Calculations.
1. Tier 1 – 3% @ 60. The County contracts with the California Employees' Retirement ("CalPERS") to provide the 3% at 60 retirement formula for all "classic employees" hired on or before August 23, 2012 as set forth in California Government Code Section 21354.3. For Tier 1 classic employees, the retirement benefit is based on the annual compensation for the single highest year during the employee's membership in CalPERS as

set forth in California Government Code Section 20042. Employees in Tier 1 shall pay their 8% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.

2. Tier 2 – 2% @ 60. The County contracts with the California Employees' Retirement ("CalPERS") to provide the 2% at 60 retirement formula for all "classic employees" hired after August 23, 2012 as set forth in California Government Code Section 21353. For Tier 2 classic employees, the retirement benefit is based on the highest annual average compensation earned during the three (3) consecutive years of employment immediately preceding the effective date of their retirement or any other three (3) consecutive year period chosen by the employee as set forth in California Government Code Section 20037. Employees in Tier 2 shall pay their 7% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.
 3. Tier 3 – 2% @ 62. As defined by the Public Employees' Pension Reform Act of 2013 ("PEPRA"), unit members who are defined as "new members," hired on or after January 1, 2013, under the PEPRA are covered by the 2% at 62 retirement formula as set forth in the PERL at Government Code Section 7522.20(a). For new member employees, the final compensation will be based on the highest annual average pensionable compensation earned during a thirty-six (36) month consecutive period of employment. New members' contribution rate will be at least fifty percent (50%) of the total normal cost rate. Government Code Section 7522.10 of the PEPRA provides the authority for the compensation limit for all new members.
- B. 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.
- C. 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, adopted by Board policy shall be administered by the Human Resources Director.

Section 5. County Provided Life Insurance.

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 this MOU.

Section 6. Post-Employment Employee Options for Sick Leave.

1. Unused accumulated sick leave shall be paid as listed below subject to the following criteria:
 - a. The employee has at least five (5) years of continuous service;
 - b. Upon service retirement, disability retirement or death of an employee (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than service retirement, disability retirement or death of an employee); and
 - c. The provisions of any applicable agreement between the employing agency and the Public Employees' Retirement System.
2. The value of such payout shall be as follows:
 - a. Employees with at least five (5) but less than fifteen (15) years of continuous service shall be paid fifty percent (50%) of the employee's final sick leave balance (not to exceed nine hundred sixty (960) hours) at their base pay rate.
 - b. Employees with fifteen (15) or more years of continuous service shall be paid one hundred percent (100%) of the employee's final sick leave balance (not to exceed nine hundred sixty (960) hours) at their base pay rate.
3. Employees who are hired into an LIUNA represented classification shall submit to Human Resources, no later than sixty (60) days following hire into the LIUNA represented classification, an irrevocable election identifying

which account(s) qualifying sick leave balances, in the amount applicable pursuant to Article 6 Section 6(2)(a)-(b), shall be deposited into. Each employee shall have the following election options:

- a. One hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited into the employee's 457 Deferred Compensation account, up to the legal limit, and any remaining monies shall be paid to the employee.
 - b. One hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited into a Voluntary Employees' Beneficiary Association (VEBA).
 - c. Fifty percent (50%) of the payable value of the qualifying sick leave balance shall be deposited to the 457 Deferred Compensation Account, up to the legal limit; fifty percent (50%) of the payable value of the qualifying sick leave balance shall be deposited to the VEBA, and any remaining payable value of the qualifying sick leave balance shall be paid to the employee.
 - d. Absent an irrevocable election on file by the employee, one hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited to the 457 Deferred Compensation account, up to the legal limit, and any remaining monies shall be paid to the employee. If the employee does not have a 457 Deferred Compensation account at the time of retirement, the employee's demographic information will be forwarded to the appropriate administrator of the 457 Deferred Compensation program with the payable value of the qualifying sick leave and a 457 Deferred Compensation account will be established and monies will be deposited accordingly.
 - e. An employee's one-time, irrevocable election shall remain in effect for the duration of the time they are in an LIUNA represented classification. Should the employee transition to a classification in another bargaining unit, and subsequently return to an LIUNA represented classification, their initial irrevocable election will remain in effect; the employee will not be able to make another election.
4. To facilitate such election, the County shall provide access to a Deferred Compensation Account (457) and/or a Voluntary Employees' Beneficiary Association (VEBA) account wherein the payable value of qualifying final sick leave accrual balances will be deposited, up to the legal limit.
 5. Payment resulting from death, up to the limits set forth in the MOU in Article 6 Section 6 (2) a and b, shall be made to the persons entitled to otherwise, in accordance with the Probate Code.
 6. Each employee currently covered under this MOU shall submit to Human Resources between January 13 and March 13, 2025, an irrevocable

election identifying which account(s) qualifying sick leave balances will be deposited into. For the period between Board of Supervisors approval of this 2024-2027 MOU until March 13, 2025, qualifying sick leave accruals will be mandatorily contributed to the VEBA.

Section 7 Vacation and Other Qualifying Leave:

Unused accumulated vacation and other qualifying leave shall be paid, at the rate of the employee's current base hourly rate at the time an employee leaves County employment.

Section 8. Driver's License.

Employees who are required to provide to the Department a copy of a valid driver's license, must notify their supervisor of any 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 their normal duties, they 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 their license reinstated. If upon expiration of the thirty (30) days the employee has failed to have their license reinstated they 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 Class A and Class B Commercial Driver's License

This section applies to employees in the following departments: Waste Management, Flood Control District, and Transportation. The Fire Department is also subject to this section, but is only subject to subparagraph E of this section.

A. Training

Employees required to upgrade or maintain a Class A or Class B commercial driver's license and appropriate endorsements, will be provided in-house instruction and behind-the-wheel training. The trainings will be paid for by the department.

B. Medical Examinations

The County agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive the exams from a contractor physician or clinic.

C. Fee Reimbursements

1. Permanent employees in a County classification which requires a Class A or B commercial driver's license will be reimbursed for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) after the employee has remained in County service for twenty-six (26) pay periods and if the employee is: (1)

in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), (2) the classification designated by the department requires the employee to upgrade the employee's driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:

- a. The employee is authorized at least ten (10) business days in advance by the employee's supervisor to take the examination;
 - b. The employee has a valid, current medical certification acceptable to DMV;
 - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
 3. The County will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
 4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

1. Upon ten (10) business days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided: a) the examination is scheduled during the employee's scheduled work hours; and b) the examination does not interfere with the operational needs of the department.
2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

3. Upon ten (10) business days advance notice the department will allow the employee to use a County owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

E. Compensation - Class A or B Bonus – This language also applies to the Fire Department

Permanent employees with a Class A or B license in a regular position, which requires a Class A or B license, shall be eligible for a one-time bonus in the amount of five hundred dollars (\$500.00).

1. Eligibility Criteria:

Must possess a valid Class A or Class B driver's license. Must have held their position for twenty-six (26) pay periods.

2. Bonus Structure:

- a. Employees who possess the required Class A or B license, will receive a five hundred dollar (\$500.00) bonus no later than sixty (60) days following Board of Supervisors approval of this MOU.

- b. Employees will receive a five hundred dollars (\$500.00) bonus after obtaining the required Class A or B license and after meeting the eligibility criteria.

- c. Employees who later obtain a Class A license after obtaining a bonus from being qualified for the Class B license bonus, are eligible for an additional five hundred dollars (\$500.00) bonus, provided they meet the eligibility criteria again.

3. Transfer Policy:

Employees who transfer to another County department will not be eligible to receive a bonus for the same class A or class B license paid out in their prior department.

Each bonus is awarded only once per employee per license class. The bonus will be paid following the confirmation of eligibility and receipt of the required documentation.

Section 10. 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 comes later provided that during such period such employee has been free of any other directive, corrective, and/or corrective counseling notations.

Section 11. 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 12. 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 employees hired after January 1, 2014 (including all new or re-hired 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.

- ##### C. The County shall make every reasonable effort to resolve payroll errors within one (1) pay period.
- ##### D. If an employee receives more compensation (whether in the form of salary, overtime, or any other form of compensation contained in this MOU), than they are entitled to receive (i.e., is overpaid), the County will inform the employee. The County will work with the employee to reconcile the overpayment and if overpaid will work to create a repayment schedule.

Section 13. 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. Every regular employee shall accrue sick leave pay on a daily basis. Employees in a paid status for eighty (80) hours or more during the pay period shall accrue four (4) hours per pay period. Employees in paid status for less than eighty (80) hours during the pay period shall accrue a pro-rated amount of sick leave.

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 employee whose employment is permanently terminated shall automatically be canceled.

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 or approved medical leave of absence 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. Sick leave may be used for the diagnosis, care or treatment of, or preventative care for, the employee. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for, an employee's family member, as defined under applicable law, and shall be permitted up to the minimum established by the law.

Section 2. 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 to only be used during the employee's regularly scheduled shift, not on off days. 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 3. 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 their status.

Section 4. 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 Fair Employment and Housing Act and 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. Jury Duty.

- A. An employee who is called for jury duty shall be compensated at the base rate of pay (as though they was working) for those hours of absence due to the jury duty that occurs during the employee's regular scheduled working hours.
- B. If an employee is required to be absent from work to report for jury duty, the employee will notify their supervisor of the absence as soon as possible, including a phone message the night before if the employee finds out that they must report the next day.
- C. An employee on jury duty must return to work after the jury service is done for the day. The employee may call in to their supervisor and ask to use leave to cover the rest of their shift.
- D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
- E. An employee who is scheduled for an evening or night shift on a day they is called to jury service will be authorized to request a change in their work hours in order to report to jury service under this section.
- F. An employee who is called to jury duty will not be subject to working their full evening or night shift if there is not a minimum of eight (8) hours before or after assigned jury duty. If there is less than eight (8) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave their shift early to allow for a minimum break of eight (8) hours. If there is less than eight (8) hours between the end of the jury duty and the start of their shift, an employee will be able to delay their usual start time to ensure an eight (8) hour break in between. In this event, the employee's usual end time will remain the same. For any

additional time taken off before or after jury duty, an employee will be required to utilize paid accrued leave subject to supervisor approval.

- G. Any employee called as a witness arising out of or in the course of County employment shall be deemed to be on duty and there shall be no loss of base salary.
- H. Employees who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, the employee may use leave accruals other than sick leave for such an absence.

Section 6. 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 7. Abandonment/Automatic Resignation

- A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written department notification does not respond to the department and/or does not provide a satisfactory explanation for the absence; and for the employee's failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three (3) business days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers.
- B. An employee may, within ten (10) business days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. 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 neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and the employee.

Section 8. 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 the employee's scheduled starting time unless an emergency prevents the employee from contacting their supervisor or designee.

ARTICLE VIII VACATION

Section 1 Accruals.

- A. Subject to the limitations and exclusions 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 in a paid status, eighty (80) hours;

Year four (4) (three (3) years and one (1) day) through nine (9) in a paid status, one hundred twenty (120) hours);

Year ten (10) (nine (9) years and one (1) day) or more one hundred and sixty (160)

hours (twenty (20) days).

Pay periods in which employees are in unpaid status for the entire pay period do not count for eligibility toward the vacation accrual rates above.

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be taken only at a time or times agreeable to the Department Head. 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. Employees who make a request to use their vacation will be provided with a response to their request within thirty (30) days assuming their request is at least thirty (30) days prior to the requested vacation time off. This requirement does not exist for vacation requested to be used between November 1 and January 31.

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
June 19, Juneteenth
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Indigenous Peoples' 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.

Employees working an alternative work schedule (e.g., 9/80, 4/10 or 3/12
schedule), shall have the option of electing unpaid hour(s) on the day of the
observed holiday beyond the allotted eight (8) hours of holiday pay.

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

C. Payment for the Holiday

1. Working the Holiday Regular or seasonal full-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their base hourly rate for the time actually worked. In addition, such employee shall have a choice of:
 - a. Banking holiday time - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at their base hourly 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 holiday time - not to exceed eight (8) hours - for such holiday or;
 - b. Being paid at their base hourly 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 base hourly 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, they shall receive holiday pay in an amount equivalent to the reduction in their 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 Time Holiday time 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, Sheriff's Corrections Assistant Trainee, I and II 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, Pharmacy Technicians, and Registered Dental Assistants 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.

Section 6. Certificate Reimbursement – Peer Support Specialist.

Upon successful completion of the recertification renewal process for employees in the Peer Support Specialists series, the County will pay the cost to renew the certification. This agreement applies to employees in the Peer Support Specialists series on the date of the Board of Supervisors approval of this 2024-2027 MOU. It does not apply to any employees hired or rehired in the future or employees who were not in the Certified Peer Support Specialist Series on the date of the Board of Supervisors approval of this 2024-2027 MOU.

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. 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 Non-Discrimination and Anti-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 sent by an overnight service such as Federal Express or overnight UPS, and addressed to the designated recipient at the last known address. Whenever there is an interview of an employee where the significant purpose is to investigate facts which may support disciplinary action the employee has a right 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, the Department Head, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the 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 they determine 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 Skelly Officer prior to the Skelly Meeting deadline as stated on the Notice of Intent. The parties may agree to extend the Skelly meeting deadline.
- 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 a suspension of eighty (80) hours or less, 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 Mediation and 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 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 Union.

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 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. If an arbitrator informs the County, they need to be removed from the list or can no longer serve, the parties shall promptly meet and confer over the addition of another 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 not represented by legal counsel the employee may be represented only by LIUNA.
- 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. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. Within twenty one (21) business days following the 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 the California Public Employees' Retirement Law.
 - 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 the California Public Employees' Retirement Law.
 - 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.
 - 8. The arbitrator shall render findings sufficient both to enable the parties to

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

- J. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to relying on in the conduct of serious affairs.
- K. 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.
- L. Irrelevant and unduly repetitious evidence shall be excluded.
- M. 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.
- N. Oral evidence shall be taken only on oath or affirmation.
- O. Employees not testifying on their own behalf may be called and examined as on cross-examination.
- P. 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.
- Q. The hearing shall be a private proceeding among the County, the employee and LIUNA.

ARTICLE XIII
APPEAL PROCESS FOR NON-DISCIPLINARY RELEASE

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

Section 1. Notice of Action

- A. Written notice of the intent to separate for non-disciplinary reasons shall be served on the affected employee at least seven (7) business days prior to the effective date of the action and the notice shall include:
1. A description of the action to be taken and the expected effective date;
 2. A clear and concise statement of the specific grounds and particular facts upon which the action is based;
 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
 4. A statement informing the employee of the right to respond either verbally or in writing, to the Skelly Officer prior to the Skelly meeting deadline as stated on the Notice of Intent. The parties may agree to extend the Skelly Meeting deadline.
- B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the separation will be implemented shall be served on the employee on or before the effective date of the action and shall include:
1. A statement informing the employee of the separation, the effective date of the action, and that the action is being taken for the reason specified in the letter of intent; and
 2. A statement informing the employee of the right to appeal within ten (10) business days of the date the letter is served on the employee.

Section 2. Appeals

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

An appeal shall include:

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

- C. A brief statement of the relief requested.

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

Section 3. Waiver

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

Section 4. Appeal Procedure

- A. The parties shall maintain a jointly negotiated list of up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- B. The hearing shall be set by the Human Resources Director, or designee, and the employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- C. The employee may be represented by counsel or other representative; however, if the employee is not represented by legal counsel the employee shall be represented only by LIUNA. The County may be represented by counsel or other representative.
- D. It shall be the duty of a County employee to attend a hearing and testify upon the written request of the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the employee. The arbitrator is authorized to issue subpoenas.
- E. All appeal hearings under this Section shall be reported by a stenographic reporter.
- F. The expenses of the hearing, including but not limited to, the costs of the arbitrator and transcripts shall be shared equally by the County and the Union. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness during the employee's regular working hours shall be released from work without loss of

compensation or other benefits to attend the hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.

- G. In the event an employee is represented by the Union, the cost of the hearing shall be shared equally by the Union and the County. However, SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by LIUNA at the hearing.
- H. Any expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or cancelling party.
- I. Within twenty-one (21) business days following the hearing of the appeal, or as soon thereafter as practicable, the arbitrator shall submit written findings of fact, conclusions of law and the decision to the parties.
 - 1. The arbitrator shall confine the decision to whether, based upon the evidence at the time the County separated the employee, the employee was medically or psychologically incapacitated from performing the essential functions of their position for a permanent or uncertain duration. The arbitrator shall not substitute their opinion for that of the health care provider.
 - 2. The arbitrator's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee received since the date of discharge. The employee shall supply records of such employment earnings when requested.
- J. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely upon in the conduct of serious affairs. Irrelevant and unduly repetitious evidence shall be excluded.
- K. Hearsay evidence shall be admitted and used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support separation from employment unless it is the type of hearsay admissible over objection in a civil action.
- L. Medical records may be submitted and relied upon without the requirement that the health care provider testify to authenticate those records. This does not preclude either party from calling health care providers to testify in support of whether the employee is fit or unfit to perform the essential functions of the position.
- M. The rules of privilege shall apply to the same extent to which they are recognized in a civil action. In addition, communications between the Human Resources Department and advocates, or representatives of the department involved in the arbitration, and communications between the Union representative and the employee shall be confidential and not subject to disclosure in a hearing.

- N. Oral evidence shall be taken only on oath or affirmation.
- O. Employees not testifying on rebuttal may be called and examined on cross examination.
- P. The employee and the department head or designee shall have these rights:
 - 1. To call and examine witnesses;
 - 2. To introduce evidence;
 - 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 - 4. To impeach any witness regardless of which party first called the witness to testify; and
- Q. The hearing shall be a private proceeding among the County's representative, the employee and the employee's representative.
- R. The decision of the arbitrator shall be a binding decision upon the parties. However, each party shall be entitled to petition the Superior Court to confirm, correct or vacate the award as provided for by C.C.P. § 1285 et. seq. and within the time requirements set forth in C.C.P. § 1288.

ARTICLE XIV
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:
 - 1. Matters reviewable under some other County administrative procedure.

2. 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.
3. Matters involving the release of a probationary employee.
4. 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.
5. 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, Ordinance, rule, regulation, or policy alleged to be violated, misinterpreted or misapplied as provided under Article 14, 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 or representative will attempt to 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 Step 1 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. If a neutral informs the County, they need to be removed from the list or can no longer serve, the parties shall promptly meet and confer over the addition of another 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 their 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 LIUNA.

ARTICLE XV 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-out, nor interference with the County's operation during the term of this MOU.

Should a strike, sick-out, 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 XVI ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled them 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 XVII LAYOFF AND REINSTATEMENT

Section 1. Seniority

- A. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire.
- B. Definition of Department. Department, for the purposes of this Procedure, shall be defined as an agency, department, or district of the County which is set out in County Ordinance No. 440.
- C. 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 MOU, 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.

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. LIUNA 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 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:

1. 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.
 2. 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.
 3. 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 f 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 they 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 XVIII
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 Time-Bank reimbursement such that total payments do not exceed 100% of the regular pay.

B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to 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. Only the employee for whom the Time-Bank has been established may receive leave credits from the Time-Bank.
 2. The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one catastrophic medical condition.
 3. Extension to a Voluntary Time-Bank will require a separate approval by the Human Resources Department and department head.

ARTICLE XIX APPEAL PROCEDURE ACCIDENT REVIEW COMMITTEE

Section 1. Procedures. The following procedure shall be followed by the Accident Review Committee:

- A. The Accident Review Committee will make a determination if an accident is preventable or non-preventable in the absence of the employee.
- B. If the Accident Review Committee determines that the accident is non-preventable or operational, no appearance will be granted to an employee to appear before the committee.
- C. If the Accident Review Committee determines an accident is preventable, an employee may request an appeal to the determination and appear before the committee to present their evidence and give testimony.
- D. Appeal of Accident Review Committee Determination.
 1. A notice of determination is sent to the employee by certified mail return receipt requested to their last known address if the accident is determined to be preventable. The notice of determination will include an employee's

right to appeal the committee's finding. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing of the notice of determination to the employee.

2. The employee shall submit a written request for review within ten (10) 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 XX
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.
- B. For Cause Testing:

For Cause Testing refers to drug and alcohol testing administered to an Employee when there is reasonable suspicion that the Employee may be under the influence of drugs or alcohol while on duty or when such testing is deemed necessary due to the occurrence of specific events or incidents, including but not limited to:

1. Observable behavior indicating impairment.
2. Significant deterioration in work performance.

3. Involvement in an accident or incident that poses a risk to the safety of the Employee, other employees, or the workplace environment.
4. Violation of company policies related to drug and alcohol use.

C. Confidentiality:

All information obtained through For Cause Testing shall be treated as confidential by the Employer, except as required by law or authorized by the Employee. Test results will only be disclosed to those individuals with a legitimate need to know, such as management personnel involved in disciplinary actions or medical professionals responsible for assessing the Employee's fitness for duty.

D. Testing Procedures:

For Cause Testing shall be conducted in accordance with established procedures and protocols, which may include but are not limited to:

1. Collection of samples (urine, blood, breath, etc.) by qualified personnel.
2. Analysis of samples by accredited laboratories.
3. Review of results by a qualified medical review officer (MRO).

E. Employee Rights: The employee has the right to:

1. Be informed of the reasons for Cause Testing.
2. Obtain a copy of the testing results upon request.
3. Provide a written statement of evidence challenging the validity of the test results.

ARTICLE XXI
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 XXII
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 a CalPERS Medical Plan, toward the payment of premiums for health insurance.

While the County contracts for medical insurance with CalPERS, per the Public Employee Hospital and Medical Care Act, the County will contribute the required

statutory minimum amount for each retiree which is inclusive of the twenty-five dollars (\$25.00) provided in the first paragraph.

Effective January 1, 2026, while the County contracts for medical insurance with CalPERS the County shall contribute both the CalPERS statutory minimum amount, plus an additional twenty-five dollars (\$25.00) per month on behalf of each eligible retiree, inclusive of the retiree’s dependents, enrolled in a CalPERS Medical Plan, toward the payment of premiums for health insurance. Upon reaching Medicare eligibility age, retirees will not continue to receive the twenty-five dollars (\$25.00) per month contribution.

B. Contribution Amounts for Employees in County Sponsored Health Insurance.

COVERAGE LEVEL	TOTAL COUNTY CONTRIBUTION	TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 14, 2024 (PAY PERIOD 25)	TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 13, 2025 (PAY PERIOD 25)
Employee Only:	\$873.00	\$926.52	Subject to meet and confer
Employee Plus One Dependent:	\$1,561.00	\$1,586.00	Subject to meet and confer
Employee Plus Family:	\$1,561.00	\$1,800.00	\$2,087.00

1. Employees must select a medical plan to receive these amounts.
2. Following the release by CalPERS in June/July 2025 of the rates for 2026, the parties shall engage in labor negotiations to determine the County contribution for employee only coverage and employee + 1 coverage for 2026.
3. Flex for Part-Time Employees.
 - a. 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.
 - b. Employees working thirty (30) to thirty-nine (39) hours per week, shall receive seventy five percent (75%) of the applicable flexible benefits contribution amount allotted for full-time regular employees per month per employee.
 - c. 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.

C. Waiving Medical Coverage.

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.

To exercise the opt-out choice, an employee must affirm their commitment to maintaining minimum essential coverage throughout the opt-out period by signing a statement. This affirmation should be submitted by the employee during the open enrollment of each plan year. However, if the County acquires evidence that the employee lacks the specified alternate coverage or if the necessary conditions are not met, the opt-out payment will not be disbursed, and the County will not process the payment. In cases where sufficient documentation or a signed attestation as required is not on record, retroactive payment will not be provided.

Employees will possess minimum essential coverage from an alternative source (excluding coverage obtained through the individual market, irrespective of its origin, including Covered California) for the relevant plan year of the opt-out arrangement.

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.

If an 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

Section 2. State Disability Insurance.

The County withholds employee contributions to SDI from employee pay checks. Employees shall receive short-term disability benefits from California State Disability Insurance.

ARTICLE XXIII
UNIFORMS, SAFETY SHOES 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. Behavioral Health
 - c. Code Enforcement
 - d. Department of Public Social Services
 - e. Office of Economic Development
 - f. Emergency Management Department
 - g. Facilities Management
 - h. Fire
 - i. Fleet Services
 - j. Flood Control
 - k. Riverside University Health System (may include any and all individual departments under RUHS)
 - l. Probation
 - m. Sheriff
 - n. Transportation
 - o. Waste Resources

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

2. Property of the County. Uniforms issued by the County shall remain property of the County.
3. Replacement/Repair. Damaged or deteriorated uniforms or articles of the uniform caused by normal wear or events in the line of duty, as determined by the department, may be repaired or replaced at the department's discretion. 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 MOU 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 (Field Survey and Materials Lab Only)
97432	Engineering Technician II (Field Survey and 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
66529	Maintenance and Construction Worker
62901	Mechanic's Helper
97433	Senior Engineering Technician (Field Survey and Materials Lab Only)
66513	Senior Equipment Operator
66455	Senior Heavy Equipment Mechanic
62794	Senior Machinist – Welder
97382	Senior Traffic Signal Technician
66580	Sign Maker
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Transportation Warehouse Worker I
15822	Transportation Warehouse Worker II
66591	Tree Trimmer
66441	Truck Mechanic
66506	Truck & Trailer Driver

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 Transportation Department shall establish procedures, including procedures for employees assigned to remote locations, for the weekly exchange of soiled for laundered uniforms.

3. Uniforms – Fire Department.

The County shall provide a newly hired employee or an employee that newly enters a uniformed job classification a one-time initial voucher for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee. Each employee must obtain written authorization through their supervisor

before going to an approved vendor. The voucher will be issued from County Fire Finance upon notification of hire date from supervisor. It is the employee's responsibility to request the initial voucher through their supervisor. Once the voucher is received, the employee will then obtain new uniform items from the contract vendor.

Additionally, starting one-year from the date of hire, the employee will receive twenty five dollars and ninety six cents (\$25.96) each pay period (26 pay periods) for a total annual uniform allowance of six hundred seventy-five dollars (\$675).

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

<u>Classification</u>	<u>Job Code</u>
Air Conditioning Mechanic	62711
Building Maintenance Mechanic	62740
Equipment Parts Storekeeper	15825
Fire Apparatus Technician I	66452
Fire Apparatus Technician II	66453
Fire Apparatus Technician III	66454
Fire Communications Dispatcher I	13806
Fire Communications Dispatcher II	13807
Fire Operations Maintenance Worker	62109
Fire Prevention Technician	37870
Fire Safety Specialist	37872
Fire Systems Inspector	37873
IT Communications Technician III	86131
IT User Support Technician II	86183
IT User Support Technician II	86185
Lead Truck Driver-Delivery	15836
Maintenance Carpenter	62221
Lead Maintenance Carpenter	62222
Maintenance Electrician	62231
Lead Maintenance Electrician	62232
Maintenance Plumber	62271
Storekeeper	15833
Truck Driver-Deliver	15832

4. Uniforms - Probation Department. The County shall supply uniforms for the classification of Correctional Cook-Detention, Job Code 54420 and Correctional Senior Food Service Worker, Job Code 54453. The County covers the cost of the cleaning allowance, and it shall not exceed eight hundred dollars (\$800.00) annually.
5. Uniforms –Department of Animal Services. 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. Uniforms – Riverside University Health System - RUHS – Medical Center. Employees working in the following classifications will be provided five (5) shirts and five (5) pants unless otherwise indicated below.

<u>Classification</u>	<u>Job Code</u>
Baker	54401
Housekeeper	62341
Food Service Worker	54451
Senior Food Service Worker	54452
Cook Assistant	54430
Cook	54431
Senior Cook	54432

7. Uniforms – Waste Resources

The County shall supply uniforms to employees in the following classifications in the Department of Waste Resources:

Classification	Job Code
Automotive Mechanic I	66406
Automotive Mechanic II	66411
Crew Lead Worker	66502
Engineering Aide	97421
Engineering Technician I	97431
Engineering Technician II	97432
Equipment Maintenance Worker	62920
Equipment Operator I	66511
Equipment Operator II	66512
Equipment Parts Helper	15824
Fleet Services Assistant	13417
Garage Attendant	62951
Gate Services Assistant	13325
Hazardous Waste Inspector I	73561
Hazardous Waste Inspector II	73562
Heavy Equipment Mechanic	66451
Maintenance & Construction Worker	66529
Mechanics Helper	62901
Senior Engineering Technician	97433
Senior Equipment Operator	66513
Senior Gate Services Assistant	13325
Senior Hazardous Waste Inspector	73563
Senior Heavy Equipment Mechanic	66455
Truck Mechanic	66441

8. Uniforms – Sheriff’s Department. The County shall supply uniforms to

employees in the Forensic Technician I/II, Community Service Officer, Sheriff Service Officer, and Sheriff Corrections Assistant classifications within the Sheriff's Department.

County Correctional Facilities. If uniform shirts are required to be worn by employees working in a correctional facility the department shall provide four (4) 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.

9. Uniforms – District Attorney's Office. The County shall supply uniforms to employees in the Forensic Technician I/II classifications within the District Attorney's Office upon entry into the classification and on an as-needed basis thereafter.
10. Uniforms – Behavioral Health. The County shall supply uniforms to employees in the classifications of Medical Transportation Technician and Community Services Assistant.
11. Uniforms – Emergency Management. Employees in the classification of Support Services Technician (Job Code # 15826) are provided with their initial uniform from the County. Annually thereafter, employees will be provided with a voucher not to exceed six hundred dollars (\$600.00) for the purchase of uniforms.

Section 2. Safety Shoes

- A. Flood Control District. The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for safety shoes:

- Automotive Mechanic I
- Automotive Mechanic II
- Building Maintenance Worker
- Buyer Assistant
- Construction Inspector I
- Construction Inspector II
- Engineering Technician I
- Engineering Technician II
- Equipment Operator I
- Equipment Operator II
- Equipment Parts Storekeeper
- Garage Attendant
- Heavy Equipment Mechanic
- Maintenance and Construction Worker
- Mechanics Helper
- Principal Construction Inspector
- Senior Building Maintenance Worker
- Senior Construction Inspector

Senior Engineering Technician
 Senior Engineering Technician PLS/PE
 Senior Equipment Operator
 Senior Heavy Equipment Mechanic
 Truck Mechanic

Reimbursement is only applicable to those employees in the above-referenced classifications within the Operations and Maintenance Division and District Field employees who have regular duties that require them to spend 50% or more of their workweek in the field.

The safety footwear must meet the requirements and specifications in the ASTM International (ASTM) F2412-XX, Standard Test Methods for Foot Protection, ASTM F2413-XX, Standard Specification for Performance Requirements for Foot Protection, or ASTM F2892-XX Standard Specification for Performance Requirements for Soft Toe Protective Footwear (Non-Safety/Non-Protective Toe). All footwear built to ASTM F2413 or ASTM F2892 specification must be labeled with the appropriate safety feature marks on the inside or outside surface of the tongue, gusset, shaft, or quarter lining located inside a rectangle box.

- B. Purchasing and Fleet. The department shall reimburse employees in the following classifications a maximum of three hundred dollars (\$300) annually for the purchase of safety shoes. Protective Safety Shoe reimbursement would apply only to those employees in the following classifications who have regular duties requiring them to spend more than fifty percent (50%) of the workweek out in the field (e.g. performing duties inside of an automotive repair facility). Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
13417	Fleet Services Assistant
66417	Automotive Service Writer
66406	Automotive Mechanic I
66411	Automotive Mechanic II
66412	Automotive Mechanic III
66405	Automotive Mechanic III-Certified
66416	Fleet Services Technician
66410	Sr. Automotive Mechanic
66441	Truck Mechanic

- C. TLMA – Transportation. The department shall reimburse employees in the following classifications up to three hundred dollars (\$300) annually for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
66501	Bridge Crew Worker

54431	Cook
66502	Crew Lead Worker
97421	Engineering Aide
97431	Engineering Technician I
97432	Engineering Technician II
33225	Environmental Compliance Inspector II
66511	Equipment Operator I
66512	Equipment Operator II
62931	Equipment Tire Installer
62951	Garage Attendant
66451	Heavy Equipment Mechanic
62202	Laborer
66504	Lead Bridge Crew Worker
66582	Lead Traffic Control Painter
66592	Lead Tree Trimmer
66529	Maintenance & Construction Worker
62901	Mechanics Helper
97413	Principal Construction Inspector
66580	Sign Maker
97433	Sr Engineering Technician
97437	Sr Engineering Technician PLS/PE
66513	Sr Equipment Operator
66455	Sr Heavy Equipment Mechanic
76484	Sr Land Surveyor
62794	Sr Machinist – Welder
97382	Sr Traffic Signal Technician
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Transportation Warehouse Worker I
15822	Transportation Warehouse Worker II
66591	Tree Trimmer
66516	Truck & Trailer Driver
66441	Truck Mechanic

- D. TLMA - Code Enforcement - The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
13423	Code Enforcement Technician
33241	Code Enforcement Officer I
33239	Code Enforcement Officer II
33240	Code Enforcement Officer II (D)
33249	Senior Code Enforcement Officer
33243	Senior Code Enforcement Officer (D)

- E. TLMA – Administration. The department shall reimburse employees in the following classifications up to three hundred dollars (\$300) annually for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
15826	Support Services Technician
15820	Senior Support Services Technician

- F. Environmental Health. The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
98752	Environmental Health Technician I
98753	Environmental Health Technician II

- G. Waste Resources Department Safety Shoes. As authorized by the Department Head, and upon presentation of proof of purchase acceptable to the Department, the Department shall reimburse employees assigned to landfill operation, to a maximum of three hundred dollars (\$300.00) per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of their duties.. Reimbursement would apply only to those employees in the following classifications who have regular duties that require them to spend fifty percent (50%) or more of their workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
66406	Automotive Mechanic I
66411	Automotive Mechanic II
66410	Senior Automotive Mechanic
66502	Crew Lead Worker
97421	Engineering Aide
97431	Engineering Technician I
97432	Engineering Technician II
97433	Sr Engineering Technician
15824	Equipment Parts Helper
15825	Equipment Parts Storekeeper
62920	Equipment Maintenance Worker
66511	Equipment Operator I
66512	Equipment Operator II

66513	Sr Equipment Operator
13417	Fleet Services Assistant
62951	Garage Attendant
73561	Hazardous Waste Inspector I
73562	Hazardous Waste Inspector II
73563	Sr Hazardous Waste Inspector
66451	Heavy Equipment Mechanic
66455	Sr Heavy Equipment Mechanic - Waste
66529	Maintenance and Construction Worker
62901	Mechanics Helper
66441	Truck Mechanic

- H. Facilities Management. The Department will supply and pay for, through a third-party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
Air Conditioning Mechanic	62711
Lead Air Conditioning Mechanic	62712
Building Maintenance Mechanic	62740
Building Maintenance Worker	62730
Construction Inspector	97413
Sr. Construction Inspector	33203
Gardener	62141
Grounds Worker	62171
Grounds Crew Lead Worker	62142
Maintenance Carpenter	62221
Maintenance Electrician	62231
Lead Maintenance Electrician	62232
Maintenance Mechanic	62735
Lead Maintenance Services Mechanic	62742
Maintenance Painter	62251
Lead Maintenance Plumber	62272
Maintenance Plumber	62271

- I. RUHS. The Department will supply and pay for, through a third-party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
Air conditioning Mechanic	62711
Building Maintenance Mechanic	62740

Gardener	62141
Grounds Crew Lead	62142
Grounds Worker	62171
Maintenance Mechanic	62735
Maintenance Plumber	62271
Maintenance Carpenter	62221

- J. Sheriff's Department - The Department will supply and pay for, through a third-party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
Aircraft Mechanic	66301
Community Service Officer I	52264
Community Service Officer II	52265
Coroner Technician	37498
Custodian	62321
Forensic Technician II	37531
Senior Coroner Technician	37499
Sheriff Service Officer I	52261
Sheriff Service Officer II	52262

Section 3. Stolen Tools.

The Transportation Department, Purchasing and Fleet Services Department, Waste Resources Department, Flood Control 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 classes below, 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
Automotive Services Writer	
Senior Automotive Mechanic	Automotive Mechanic I, II, III
Fleet Services Assistant	
Fleet Services Technician	
Truck Mechanic	
	Senior Automotive Mechanic
	Waste Resources Department
	Heavy Equipment Mechanic
	Mechanics Helper

	Senior Heavy Equipment Mechanic - Waste
	Truck Mechanic
	Automotive Mechanic I, II, III
	Senior Automotive Mechanic Equipment Maintenance Worker (when enrolled in the apprenticeship/training program with pre-authorization from supervision)
Transportation Department	Sheriff's Department
Heavy Equipment Mechanic	Aircraft 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 their employment solely due to the theft of tools from a County facility or vehicle.

A. Tool Allowance

The County will provide a reimbursement allowance of two hundred and fifty dollars (\$250) per employee per calendar year (which will increase to seven hundred and fifty dollars (\$750) effective January 1, 2025) for the purchase of new tools for all the above listed classifications.

ARTICLE XXIV
SEPARABILITY

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

ARTICLE XXV
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 establish a Joint Labor Management Committee to discuss ergonomic assessments.

ARTICLE XXVI
COMPENSATION AND BENEFIT INCREASES

Section 1. Wage Increases.

- A. In exchange for the elimination of the Fairness Provision of the 2019-2024 MOU, all employees in the bargaining unit on the first day of the first full pay period following Board of Supervisors approval of this 2024-2027 MOU shall receive one thousand five hundred dollars (\$1,500) (less tax withholdings) to be paid on December 26, 2024.
- B. Effective May 1, 2025, all classifications in the bargaining unit shall receive a four percent (4.0%) increase to their base salary. Employees will receive a four percent (4.0%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed four percent (4.0%).
- C. Effective April 30, 2026, all classifications in the bargaining unit shall receive a four percent (4.0%) increase to their base salary. Employees will receive a four percent (4.0%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed four percent (4.0%).
- D. In exchange for the elimination of the Fairness Provision of the 2019-2024 MOU, effective February 4, 2027, all classifications in the bargaining unit shall receive a two and one-half percent (2.5%) increase to their base salary. Employees will receive two and one-half percent (2.5%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed two and one-half percent (2.5%).
- E. During the term of this MOU, the County has the right to modify the salary structure subject to meet and confer with LIUNA.

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 XXVII
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. The privilege does not extend to the individual members of an organization. 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 per Section 4 and 5 of this Article may be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least 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). All meetings will be scheduled through Human Resources, and, at the time the request is made the request will be granted, provided that the meeting room requested has not been previously scheduled.

Section 4. Education and Training Release Time.

The County agrees to release 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.

Section 6. New Employee Orientation

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

County shall provide LIUNA written notice of both county-wide and department-level new employee orientations/on-boarding sessions, no matter how few participants, and whether in person or online, at least ten (10) business days prior to the event except if there is an urgent need that is critical to the County's operations that was not foreseeable.

LIUNA shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation. No representative of management shall be present during the Union's presentation. Release time shall be granted for one (1) steward to participate in the new employee orientation. "New hires" shall be defined to include any employee new to LIUNA, including, but not limited to, through accretion or promotion/demotion.

Alternatively, in the event that a new employee does not attend orientation or participates in orientation that is self-service (i.e. individual review of policies on-line, etc.), then LIUNA will be provided with the employee's cell phone number and e-mail provided to the County, and be allowed time within the first sixty (60) days of their employment to have a union orientation discussion not to exceed thirty (30) minutes during the employee's work time.

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.

SIGNATURE PAGE (pg. 1 of 2)

Signed this 2 day of December, 2024 at Riverside, California

COUNTY OF RIVERSIDE



Peter Brown, Chief Negotiator



Clarissa Cacho, HR Division Manager



Jessica Urban, HR Division Manager


Aaron Cyr, Emp & Labor Relations Officer


Mircea Maltesa, Dep. Dir. Child Support Services


Melissa Charola, Chief Clinical Integration Officer


Sandra Bowlan, Dep. Dir. Public Social Services



Russell Williams, Dep. Dir. Transportation & Land Management Agency

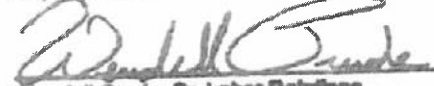
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777 (LRMA)

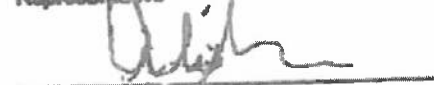

Victor M. Gordi, Business Manager/Secretary Treasurer



Maria Ochoa-Flynn, Dir. of Representation


Jessica Filad, Labor Relations Representative


Jaime Gonzalez, Sr. Labor Relations Representative

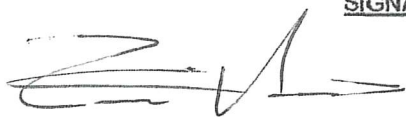

Wendell Prude, Sr. Labor Relations Representative


Alex Sanchez, Labor Relations Representative

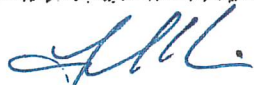

Judy Vega, Labor Relations Representative


Alfonso Maldonado, Sr. Admission and Collection Clerk

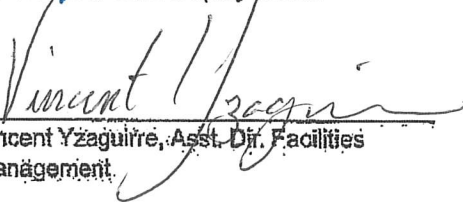
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Zachary Hall, Assistant Sheriff



Andrew Eila, Chief Deputy Sheriff



Vincent Yzaguirre, Asst. Dir. Facilities Management



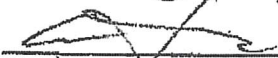
Audrey DeLano, Child Support Specialist



Brittany Heffley, Community Services Officer



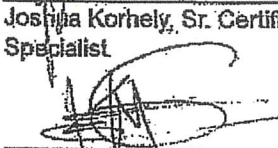
George Switzer, Eligibility Technician II



Guadalupe Lopez, Fire Apparatus Tech II



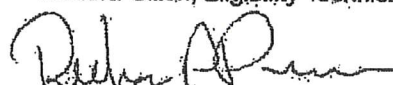
Joshua Korhely, Sr. Certified Peer Support Specialist



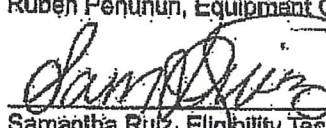
Kevin Castro, Office Assistant III



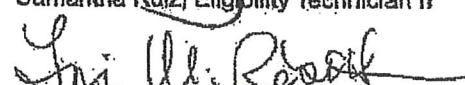
Lateera Gillon, Eligibility Technician II



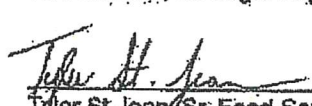
Ruben Penunuri, Equipment Operator I



Samantha Ruiz, Eligibility Technician II



Toni Roberts, Sr. Legal Support Assistant



Tyler St Jean, Sr. Food Service Worker

Appendix A

Department	Job Code	Job Title	Pay Period Value	Yearly Value
Animal Services	15912	Accounting Assistant II	\$7.69	\$199.94
Animal Services	15915	Accounting Technician I	\$7.69	\$199.94
Animal Services	15916	Accounting Technician II	\$7.69	\$199.94
Animal Services	62380	Animal Care Technician	\$15.38	\$399.88
Animal Services	73507	Animal Control & License Officer I	\$23.08	\$600.08
Animal Services	73510	Animal Control & License Officer II	\$23.08	\$600.08
Animal Services	73496	Animal Services Dispatcher	\$23.08	\$600.08
Animal Services	13851	Animal Services Representative	\$23.08	\$600.08
Animal Services	92701	Graphic Arts Illustrator	\$7.69	\$199.94
Animal Services	73517	Lieutenant of Field Services	\$23.08	\$600.08
Animal Services	73509	Mobile Spay/Neuter Clinic Operator	\$15.38	\$399.88
Animal Services	13865	Office Assistant II	\$7.69	\$199.94
Animal Services	73501	Registered Veterinary Technician	\$15.38	\$399.88
Animal Services	15913	Senior Accounting Assistant	\$7.69	\$199.94
Animal Services	73504	Senior Animal Care Technician	\$15.38	\$399.88
Animal Services	73519	Senior Animal Services Counselor	\$15.38	\$399.88
Animal Services	73515	Sergeant of Field Services	\$23.08	\$600.08
Animal Services	15826	Support Services Technician	\$15.38	\$399.88
Animal Services	73503	Veterinary Assistant	\$15.38	\$399.88
Behavioral Health	57792	Community Services Assistant	\$10.17	\$264.37
Behavioral Health	13433	Medical Transportation Technician	\$10.17	\$264.37
Code Enforcement	13435	Code Enforcement Aide	\$2.49	\$64.74
Code Enforcement	33241	Code Enforcement Officer I	\$22.91	\$595.65
Code Enforcement	33239	Code Enforcement Officer II	\$22.91	\$595.65
Code Enforcement	33240	Code Enforcement Officer II (D)	\$22.91	\$595.65
Code Enforcement	13423	Code Enforcement Technician	\$2.49	\$64.74
Code Enforcement	33249	Senior Code Enforcement Officer	\$22.91	\$595.65
Code Enforcement	33243	Senior Code Enforcement Officer (D)	\$22.91	\$595.65
Community Action Partnership	62712	Lead Air Conditioning Mechanic	\$5.66	\$147.10

District Attorney	37529	Forensic Technician I	\$5.74	\$149.15
District Attorney	37531	Forensic Technician II	\$5.74	\$149.15
DPSS	13395	Customer Support Representative I	\$5.11	\$132.97
DPSS	13396	Customer Support Representative II	\$5.11	\$132.97
DPSS	13397	Customer Support Representative III	\$5.11	\$132.97
DPSS	13398	Lead Customer Support Representative	\$5.11	\$132.97
DPSS	15820	Senior Support Services Technician	\$5.11	\$132.97
DPSS	15831	Stock Clerk	\$5.11	\$132.97
DPSS	15833	Storekeeper	\$5.11	\$132.97
DPSS	15826	Support Services Technician	\$5.11	\$132.97
Environmental Health	98572	Environmental Health Technician I	\$8.50	\$221.00
Environmental Health	98573	Environmental Health Technician II	\$8.50	\$221.00
Facilities Management	62711	Air Conditioning Mechanic	\$7.96	\$206.96
Facilities Management	62740	Building Maintenance Mechanic	\$7.96	\$206.96
Facilities Management	62730	Building Maintenance Worker	\$7.96	\$206.96
Facilities Management	62321	Custodian	\$6.58	\$171.03
Facilities Management	62321	Gardener	\$7.96	\$206.96
Facilities Management	92142	Grounds Crew Lead Worker	\$7.96	\$206.96
Facilities Management	92171	Grounds Worker	\$7.96	\$206.96
Facilities Management	62341	Housekeeper	\$6.58	\$171.03
Facilities Management	62712	Lead Air Conditioning Mechanic	\$7.96	\$206.96
Facilities Management	62232	Lead Maintenance Electrician	\$7.96	\$206.96
Facilities Management	62742	Lead Maintenance Services Mechanic	\$7.96	\$206.96
Facilities Management	62272	Lead Maintenance Plumber	\$7.96	\$206.96
Facilities Management	62231	Maintenance Electrician	\$7.96	\$206.96
Facilities Management	62251	Maintenance Painter	\$7.96	\$206.96
Facilities Management	62271	Maintenance Plumber	\$7.96	\$206.96

Facilities Management	13858	Parking Attendant I	\$9.05	\$235.33
Facilities Management	52740	Parking Ordinance Enforcement Officer	\$9.05	\$235.33
Facilities Management	15831	Stock Clerk	\$6.58	\$171.03
Facilities Management	15833	Storekeeper	\$6.58	\$171.03
Facilities Management - Custodial	62730	Building Maintenance Worker	\$6.58	\$171.03
Fire	66452	Fire Apparatus Technician I	\$1.37	\$35.64
Fire	66453	Fire Apparatus Technician II	\$1.37	\$35.64
Fire	66454	Fire Apparatus Technician III	\$1.37	\$35.64
Flood Control	66406	Automotive Mechanic I	\$10.50	\$273.00
Flood Control	66411	Automotive Mechanic II	\$10.50	\$273.00
Flood Control	62740	Building Maintenance Mechanic	\$7.74	\$201.24
Flood Control	66511	Equipment Operator I	\$4.32	\$112.32
Flood Control	66512	Equipment Operator II	\$4.32	\$112.32
Flood Control	15825	Equipment Parts Storekeeper	\$5.28	\$137.28
Flood Control	62951	Garage Attendant	\$10.50	\$273.00
Flood Control	66451	Heavy Equipment Mechanic	\$11.86	\$308.36
Flood Control	66529	Maintenance & Construction Worker	\$5.49	\$142.74
Flood Control	62731	Senior Building Maintenance Worker	\$5.92	\$153.92
Flood Control	66513	Senior Equipment Operator	\$4.32	\$112.32
Flood Control	66456	Senior Heavy Equipment Mechanic	\$12.54	\$326.04
Flood Control	66441	Truck Mechanic	\$11.86	\$308.36
Housing & Workforce Solutions	66533	Housing Authority Maintenance Worker (D)	\$11.54	\$300.00
Housing & Workforce Solutions	62731	Senior Building Maintenance Worker	\$11.54	\$300.00
Office of Economic Development	62165	CSA Facilities Caretaker	\$5.08	\$132.00
Office of Economic Development	62171	Grounds Worker	\$5.08	\$132.00
Office of Economic Development	66541	Public Works Operator I	\$5.08	\$132.00
Office of Economic Development	66542	Public Works Operator II	\$5.08	\$132.00
Office of Economic Development	62166	Senior CSA Facilities Caretaker	\$5.08	\$132.00
Office of Economic Development	66543	Senior Public Works Operator	\$5.08	\$132.00

Probation	62740	Building Maintenance Mechanic	\$7.23	\$188.00
Probation	54420	Correctional Cook	\$7.85	\$204.00
Probation	54453	Correctional Senior Food Service Worker	\$7.85	\$204.00
Probation	14006	Executive Assistant II	\$20.54	\$534.00
Probation	13929	Executive Secretary	\$20.54	\$534.00
Probation	62141	Gardener	\$7.23	\$188.00
Probation	13439	Human Resources Clerk	\$20.54	\$534.00
Probation	54611	Laundry Worker	\$20.50	\$533.00
Probation	62742	Lead Maintenance Services Mechanic	\$7.23	\$188.00
Probation	13865	Office Assistant II	\$20.54	\$534.00
Probation	13866	Office Assistant III	\$20.54	\$534.00
Probation	57794	Probation Assistant	\$20.54	\$534.00
Probation	79530	Probation Specialist	\$20.54	\$534.00
Probation	15313	Revenue & Recovery Technician II	\$20.54	\$534.00
Probation	15913	Senior Accounting Assistant	\$20.54	\$534.00
Probation	13131	Senior Human Resources Clerk	\$20.54	\$534.00
Probation	15833	Storekeeper	\$20.54	\$534.00
Purchasing & Fleet Services	66406	Automotive Mechanic I	\$11.42	\$297.00
Purchasing & Fleet Services	66411	Automotive Mechanic II	\$11.42	\$297.00
Purchasing & Fleet Services	66412	Automotive Mechanic III	\$11.42	\$297.00
Purchasing & Fleet Services	66417	Automotive Service Writer	\$11.42	\$297.00
Purchasing & Fleet Services	13396	Customer Support Representative II	\$12.87	\$334.62
Purchasing & Fleet Services	62952	Automotive Services Worker	\$11.42	\$297.00
Purchasing & Fleet Services	13417	Fleet Services Assistant	\$11.42	\$297.00
Purchasing & Fleet Services	66416	Fleet Services Technician	\$11.42	\$297.00
Purchasing & Fleet Services	66410	Senior Automotive Mechanic	\$11.42	\$297.00
RUHS	62201	Access Control Technician	\$5.72	\$148.72
RUHS	62711	Air Conditioning Mechanic	\$5.72	\$148.72
RUHS	62740	Building Maintenance Mechanic	\$17.52	\$455.53
RUHS	54431	Cook	\$7.04	\$183.04
RUHS	54430	Cook Assistant	\$7.04	\$183.04
RUHS	54451	Food Services Worker	\$7.48	\$194.48
RUHS	62141	Gardener	\$5.72	\$148.72

RUHS	62142	Grounds Crew Lead Worker	\$5.72	\$148.72
RUHS	62171	Grounds Worker	\$5.72	\$148.72
RUHS	62341	Housekeeper	\$6.16	\$160.16
RUHS	62221	Maintenance Carpenter	\$5.72	\$148.72
RUHS	62231	Maintenance Electrician	\$9.24	\$240.24
RUHS	62735	Maintenance Mechanic	\$5.72	\$148.72
RUHS	62251	Maintenance Painter	\$5.72	\$148.72
RUHS	62271	Maintenance Plumber	\$5.72	\$148.72
RUHS	97351	Medical Electronic Technician	\$10.12	\$263.12
RUHS	13433	Medical Transportation Technician	\$6.90	\$179.49
RUHS	13431	Messenger	\$6.90	\$179.49
RUHS	13865	Office Assistant II	\$6.90	\$179.49
RUHS	13866	Office Assistant III	\$6.90	\$179.49
RUHS	54432	Senior Cook	\$14.08	\$366.08
RUHS	54452	Senior Food Services Worker	\$14.96	\$388.96
RUHS	62751	Stationary Engineers	\$5.72	\$148.72
RUHS	15831	Stock Clerk	\$6.90	\$179.49
RUHS	15833	Storekeeper	\$6.90	\$179.49
Sheriff	52263	Armorer	\$14.19	\$368.99
Sheriff	52264	Community Services Officer I	\$17.95	\$466.80
Sheriff	52265	Community Services Officer II	\$17.95	\$466.80
Sheriff	37498	Coroner Technician	\$14.19	\$368.99
Sheriff	54453	Correction Senior Food Service Worker	\$25.25	\$656.52
Sheriff	54420	Correctional Cook	\$25.25	\$656.52
Sheriff	62321	Custodian	\$14.19	\$368.99
Sheriff	37521	Estate Investigator	\$5.57	\$144.94
Sheriff	15829	Estate Property Technician	\$5.57	\$144.94
Sheriff	37529	Forensic Technician I	\$14.19	\$368.99
Sheriff	37531	Forensic Technician II	\$14.19	\$368.99
Sheriff	92701	Graphic Arts Illustrator	\$14.19	\$368.99
Sheriff	86120	IT Communications Technician I	\$14.19	\$368.99
Sheriff	86130	IT Communications Technician II	\$14.19	\$368.99
Sheriff	86183	IT User Support Technician II	\$14.19	\$368.99
Sheriff	86185	IT User Support Technician III	\$14.19	\$368.99
Sheriff	54611	Laundry Worker	\$25.25	\$656.52
Sheriff	92752	Media Production Specialist	\$14.19	\$368.99
Sheriff	13818	Sheriff Corrections Assistant I	\$14.19	\$368.99

Sheriff	13819	Sheriff Corrections Assistant II	\$14.19	\$368.99
Sheriff	13817	Sheriff Corrections Assistant Trainee	\$14.19	\$368.99
Sheriff	13810	Sheriff Court Services Assistant I	\$14.19	\$368.99
Sheriff	13811	Sheriff Court Services Assistant II	\$14.19	\$368.99
Sheriff	13812	Sheriff Court Services Assistant III	\$14.19	\$368.99
Sheriff	13796	Sheriff's 911 Communications Officer I	\$14.19	\$368.99
Sheriff	13797	Sheriff's 911 Communications Officer II	\$15.62	\$406.02
Sheriff	13826	Sheriff's 911 Communications Officer II A	\$15.62	\$406.02
Sheriff	13827	Sheriff's 911 Communications Officer II B	\$15.62	\$406.02
Sheriff	13790	Sheriff's Records/Warrants Assistant I	\$14.19	\$368.99
Sheriff	13791	Sheriff's Records/Warrants Assistant II	\$14.19	\$368.99
Sheriff	13792	Sheriff's Records/Warrants Assistant III	\$14.19	\$368.99
Sheriff	52261	Sheriff's Service Officer I	\$14.19	\$368.99
Sheriff	52262	Sheriff's Service Officer II	\$14.19	\$368.99
Sheriff	15833	Storekeeper	\$14.19	\$368.99
Sheriff	13801	Telephone Report Unit Officer I	\$14.19	\$368.99
Sheriff	13802	Telephone Report Unit Officer II	\$14.19	\$368.99
TLMA - Aviation	62100	Airport Operations & Maintenance Worker I	\$6.41	\$166.62
TLMA - Aviation	62101	Airport Operations & Maintenance Worker II	\$6.41	\$166.62
TLMA - Aviation	66511	Equipment Operator I	\$6.41	\$166.62
TLMA -Administration	13397	Customer Support Representative III	\$26.92	\$700.00
TLMA -Administration	15820	Senior Support Services Technician	\$26.92	\$700.00
TLMA -Administration	15826	Support Services Technician	\$26.92	\$700.00
Transportation	66501	Bridge Crew Worker	\$7.81	\$203.06
Transportation	54431	Cook	\$7.81	\$203.06
Transportation	97421	Engineering Aide	\$7.81	\$203.06
Transportation	97431	Engineering Technician I	\$7.81	\$203.06
Transportation	97432	Engineering Technician II	\$7.81	\$203.06
Transportation	66511	Equipment Operator I	\$7.81	\$203.06
Transportation	66512	Equipment Operator II	\$7.81	\$203.06

Transportation	62931	Equipment Tire Installer	\$7.81	\$203.06
Transportation	62951	Garage Attendant	\$7.81	\$203.06
Transportation	66451	Heavy Equipment Mechanic	\$7.81	\$203.06
Transportation	62202	Laborer	\$7.81	\$203.06
Transportation	66504	Lead Bridge Crew Worker	\$7.81	\$203.06
Transportation	66582	Lead Traffic Control Painter	\$7.81	\$203.06
Transportation	66592	Lead Tree Trimmer	\$7.81	\$203.06
Transportation	66529	Maintenance & Construction Worker	\$7.81	\$203.06
Transportation	62901	Mechanics Helper	\$7.81	\$203.06
Transportation	97433	Senior Engineering Technician	\$7.81	\$203.06
Transportation	97437	Senior Engineering Technician - PLS/PE	\$7.81	\$203.06
Transportation	66513	Senior Equipment Operator	\$7.81	\$203.06
Transportation	66455	Senior Heavy Equipment Mechanic	\$7.81	\$203.06
Transportation	62794	Senior Machinist - Welder	\$7.81	\$203.06
Transportation	97382	Senior Traffic Signal Technician	\$7.81	\$203.06
Transportation	66580	Sign Maker	\$7.81	\$203.06
Transportation	66581	Traffic Control Painter	\$7.81	\$203.06
Transportation	97381	Traffic Signal Technician	\$7.81	\$203.06
Transportation	15823	Transportation Warehouse Worker I	\$7.81	\$203.06
Transportation	15822	Transportation Warehouse Worker II	\$7.81	\$203.06
Transportation	66591	Tree Trimmer	\$7.81	\$203.06
Transportation	66441	Truck Mechanic	\$7.81	\$203.06
Waste Resources	66406	Automotive Mechanic I	\$31.12	\$809.08
Waste Resources	66411	Automotive Mechanic II	\$31.12	\$809.08
Waste Resources	66502	Crew Lead Worker	\$9.74	\$253.36
Waste Resources	97421	Engineering Aide	\$9.74	\$253.36
Waste Resources	97431	Engineering Technician I	\$9.74	\$253.36
Waste Resources	97432	Engineering Technician II	\$9.74	\$253.36
Waste Resources	62920	Equipment Maintenance Worker	\$9.74	\$253.36
Waste Resources	66511	Equipment Operator I	\$16.23	\$422.08
Waste Resources	66512	Equipment Operator II	\$16.23	\$422.08
Waste Resources	15824	Equipment Parts Helper	\$9.74	\$253.36
Waste Resources	13417	Fleet Services Assistant	\$10.36	\$269.28
Waste Resources	62951	Garage Attendant	\$31.12	\$809.08
Waste Resources	13325	Gate Services Assistant	\$10.36	\$269.28
Waste Resources	73561	Hazardous Waste Inspector I	\$28.22	\$733.75
Waste Resources	73562	Hazardous Waste Inspector II	\$28.22	\$733.75
Waste Resources	66451	Heavy Equipment Mechanic	\$31.12	\$809.08

Waste Resources	66529	Maintenance & Construction Worker	\$16.23	\$422.08
Waste Resources	62901	Mechanics Helper	\$31.12	\$809.08
Waste Resources	97433	Senior Engineering Technician	\$9.74	\$253.36
Waste Resources	66513	Senior Equipment Operator	\$16.23	\$422.08
Waste Resources	13325	Senior Gate Services Assistant	\$10.36	\$269.28
Waste Resources	73563	Senior Hazardous Waste Inspector	\$28.22	\$733.75
Waste Resources	66455	Senior Heavy Equipment Mechanic	\$31.12	\$809.08
Waste Resources	66441	Truck Mechanic	\$31.12	\$809.08

MEMORANDUM OF UNDERSTANDING

202419 - 20274

COUNTY OF RIVERSIDE

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 777

October 27, 2024 – February 4, 2027

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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 MOU ~~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.

Contractor shall mean a corporation, business, organization, non-profit or entity which has entered into an agreement with the County to provide services.

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 ~~MOU 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 ~~thesaid~~ 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~~ October 27, 2024, to ~~11:59 p.m. midnight on, February 4~~ October 26, 2024. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective on the first day of the first full pay period following ~~upon~~ the date of its adoption by the County's Board of Supervisors.

~~Section 2. Successor MOU 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. In the event either party desires to negotiate a successor MOU, such party shall, no more than six (6) months prior to the expiration of the current MOU, request to commence negotiations unless otherwise agreed upon by the parties.~~

~~Section 3. Subsequent Discussions. The parties agree to a Meaningful Joint Labor Management Committee with a mutual good faith intent to discuss topics of caseload/workload and training for Eligibility Technicians who work in General Assistance, Medi-Cal and CalFresh. The parties also agree to discuss the probationary period for Eligibility Technicians within six (6) months of approval of this MOU by the Board of Supervisors.~~

~~Section 4. – The County agrees to meet and confer on any changes within the scope of representation caused by the use of artificial intelligence.~~

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-Milius-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 the County Management to make necessary changes required during emergencies. However, County 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 the County 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
PAY PERIOD, WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Pay Period / Workweek

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

Section 2. Work Schedules

A Department Head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different Flex (alternative) work schedule ~~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. The County shall have exclusive authority to establish or eliminate alternative work schedules for employees and the union affirmatively waives its right to meet and confer over the change in work schedule, provided however, that where a change in the work schedule effects a group of five (5) or more employees, within a division or unit within a Department, the union does not waive its right to meet and confer on the impacts of the County's decision as to those employees. A department head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate an alternative work schedule after giving at least one (1) pay period written notice to employees and, in cases where the decision affects five (5) or more employees, within a division or unit within a Department, to the union. If the union requests to meet and confer on the impacts of the decision affecting a group of five (5) or more employees within five (5) days of the written notice, the implementation or elimination of the alternative work schedule will not take effect until the next following pay period (i.e., the pay period after the pay period the department originally designated as the start of the new work schedule).

LIUNA agrees that the County shall retain exclusive control to assign schedules or shifts to employees within the established work schedule (normal or alternative) and hereby waives any right to negotiate the decision or impacts (unless otherwise specified in this MOU), or grieve the County's decision, during the remaining term of this MOU. The County shall provide one (1) pay period written notice to affected employee(s) prior to implementing a schedule change. Notwithstanding the prior sentence, if an employee initiates the request for a schedule change, it is acceptable to the department and it coincides with the beginning of a pay period, one pay period notice to the employee shall not be required. One (1) pay period notice is not required for overtime, standby, and emergencies as defined in this MOU.

Section 32. Flex (Alternative) 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)

3/12-4/12 schedule (three, twelve-hour days per work week and four, twelve-hour days every other week)

B. Teleworking - If an employee is permitted to telework for any part of their workweek and the County wants to reduce or adjust their telework, the employee will be provided at least a one (1) week notice of the reduction or adjustment. Notwithstanding this notice requirement, an employee may be required to attend a meeting or other work-related business need in person without being provided the one (1) week notice. Departments will endeavor to provide employees with as much notice as possible of in person meetings or modifications to telework.

Section 4. Rest and Meal Periods

The provisions below on rest and meal periods shall apply absent a department policy. If a department policy exists for rest and/or meal periods, it shall apply.

A. Rest Periods

Employees who work more than four (4) hours may be allowed to take one rest period. Employees who work eight (8) hours or more may be allowed to take two rest periods.

Employees may be allowed but not required to take a rest period of at least ten (10) minutes during the first half of their shift and another rest period of at least ten (10) minutes during the second half of their shift.

Such rest periods shall be scheduled in accordance with the requirements of the Department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period unless pre-approved by a supervisor on an occasional basis. Rest periods may not be combined with meal periods to extend an employee's meal period unless pre-approved by a supervisor on an occasional basis.

Rest periods are considered hours worked and employees may be required to perform duties, if necessary.

B. Meal Periods

Employees may be allowed to take a meal period of at least thirty (30) minutes. The time off for meal periods shall not extend beyond the employee's designated meal period without prior supervisor approval.

1. Meal periods are unpaid unless an employee is required by their supervisor to work through their meal period.
2. The procedure for taking a meal period shall be determined by the Department Head or their designee.

Section 53. Overtime

- A. Overtime Work Defined Overtime work is authorized work in excess of the forty (40) maximum hours in 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 overtime provisions of 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 the employee being paid at time and one half (1.5)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
- Laborer
- Crew Lead Worker
- Traffic Control Painter
- Lead Traffic Control Painter
- Equipment Tire Inspector
- Mechanical Helper

7. ~~Effective December 19, 2019, e~~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 ~~base~~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.~~

~~a. 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). An employee may be required to bank the time worked.~~

~~8.~~

~~b. The above exception is at the discretion of the Department and is subject to available funding for enforcement of Ordinance 858.~~

~~8. Employees in the following Code Enforcement Classifications who are asked and/or required by the Department Head or their designee to work extra shifts and/or hours beyond their regular shift pattern, shall be paid at one and one half (1 ½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA (i.e. the employee would be eligible to be paid at one and one half (1 ½) times their base rate of pay even if the employee used sick, vacation, or holiday leave accruals in the pay period).~~

- ~~● Senior Code Enforcement Officer~~
- ~~● Code Enforcement Officer II~~
- ~~● Code Enforcement Officer I~~
- ~~● Code Enforcement Technician~~
- ~~● Code Enforcement Aide~~

~~This overtime exception is only valid during the following, unless the Board of Supervisors declares the need for Code Enforcement to deploy staff to engage in Countywide events:~~

- ~~● December 31st - New Years Eve~~
- ~~● Coachella & Stagecoach Festivals~~
- ~~● July 4th – Independence Day~~
- ~~● Community Development Events~~
- ~~● Short Term Rental Events~~
- ~~● Unpermitted Events~~
- ~~● Illegal Vendor Operations~~
- ~~● Noise Ordinance Violations~~

9. Flood Control. Any employee from Flood Control required to perform storm water sampling to meet regulatory permit mandates or required to work during a storm event and/or emergency, who are asked and/or required by the Department head or their designate 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.

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

day ~~for any employee~~ without prior approval of the County Executive Officer or designee, except in case of public emergency.

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

- D. Departmental Records Each Department Head or designee shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each 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. ~~Compensatory Time Off~~ ~~Accumulated overtime credit~~ in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid. ~~An employee may elect to accrue 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 up to one hundred twenty (120) hours or less may be taken in of compensatory time off or may elect to be paid overtime for such overtime hours worked. , 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 compensatory time off shall be paid at the employee's base then current regular 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 a~~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.
- H. Fringe Benefits not Affected by Overtime: Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or salary advance.
- I. 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 64. Premium Pay

- A. Standby Duty When placed by the Department Head specifically on standby duty, ~~(which is not hours worked),~~ 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~~ The compensation shall cease when said employee physically reports to a worksite and will resume at the completion of the call-out work. The ~~standby-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 ~~standby-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

~~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.~~

1. Call-Back – Physically - Responding Remotely. An employee who is called back to work ~~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 they are he/she is on standby) call duty status,~~ shall receive a minimum of credit for two (2) hour's paywork at time and one half the overtime rate. If an employee should complete the work required, and subsequently be recalled physically during the minimum credit period, ~~no additional compensation shall be paid for until the minimum credit period has exhausted. the employee shall receive another two-hour minimum.~~
2. Call-Back – Responding Remotely. An employee who is called back to work

but is able to complete the work required without the employee having to physically report to a worksite, (whether or not they are on standby), shall receive a minimum of two (2) hours pay at time and one half. If the employee should complete the work required remotely, and subsequently be recalled remotely during the minimum credit period, no additional compensation shall be paid until the minimum credit period has exhausted. This pay does not apply to calls received that are wrong numbers, spam calls or calls where an employee is not required to do anything other than tell the caller that they cannot help them.

B.C. Double Time Employees in the following classifications assigned to work at RUHS Medical Center 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:
<ul style="list-style-type: none">● Anesthesiology Technician● Lead Anesthesiology Technician● Medical Unit Clerk● Orthopedic Technician● Certified Nursing Assistant● Health Services Assistant● Telemetry Technicians● <u>Certified Medical Assistant</u>● <u>Pharmacy Technician, I, II and III</u>● <u>Dental Assistant</u>● <u>Registered Dental Assistant</u>● <u>Housekeeper/Custodian</u>● <u>Electrocardiograph Technician</u>● <u>Patient Services Coordinator</u>● <u>Hospital Supply Technician</u>● <u>Clinical Lab Assistant</u>

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. Employees working multiple weekend shifts as part of their regular schedule (not overtime shifts) are not eligible for double overtime for those extra weekend shifts worked. To qualify for double time on an extra weekend shift, employees must have also actually worked (i.e., the employee did not take any leave during the workweek) 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/their

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

C.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 e~~ Employees whose classes are not specifically mentioned in other sections of this MOU ~~Memorandum who work between the hours of 3:00 p.m. and 11:00 p.m.~~ shall be paid an evening differential of one dollar and thirty cents (\$1.30) ~~sixty cents (0.60¢)~~ per hour for the time actually worked between 3:00 ~~6~~ p.m. and 11:00 p.m.
3. Night Shift ~~County e~~ 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 ninety twenty ~~twenty~~ cents (\$1.920) per hour for the time actually worked between 11:00 p.m. and 67 ~~7~~:00 a.m.

For the term of this 2024-2027 MOU, Employees shall be paid a night shift differential of one dollar and twenty cents (\$1.20) per hour for the time actually worked between 6:00 a.m. and 7:00 a.m. This provision shall expire on February 4, 2027.

3. ~~Employees working for RUHS in a Nursing Assistant classification who work on a scheduled or unscheduled basis, including overtime, between the hours of:~~
 1. ~~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.;~~
 2. ~~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~~

4. Command Post Shift Differentials. All Intake Specialists assigned to the Command Post, who otherwise qualify, shall be paid a total of one dollar seventytwenty ~~seventy~~ cents (\$1.720) 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 twoone ~~two~~ dollars and fifty cents (\$24.50) 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 and fifty cents (\$1.~~50~~0) 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.

All Intake Specialists assigned to the Command Post whether permanently or temporarily will be eligible for above shift differentials.

5. Waste Resources Department Facilities – Saturday/Sunday Shift Differential. ~~Effective December 14, 2023,~~ Employees in the Waste Resources Department whose regular bi-weekly work schedule includes a Saturday and/or Sunday shift shall receive an hourly differential of ten dollars (\$10.00) per hour for each hour worked on a Saturday and/or Sunday.

6. Float Pool Differential - Nursing Assistants who are permanently assigned to Float Pool, shall be compensated at a rate of one dollar (\$1.00) per hour for hours actually worked as a float employee.

D.E. Bilingual Pay Scope

Bilingual premium is available to ~~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:

Department Head or designee shall designate positions to provide bilingual services. Incumbents must be assigned to provide bilingual services by the Department Head or designee; and incumbents must pass a bilingual proficiency examination administered by the County Human Resources Department. ~~Eligibility requires use of a second language at least five (5) times per week or once per day.~~

Incumbents must successfully pass a bilingual proficiency examination administered by the County Human Resources Department. Spanish speaking employees who were grandfathered to receive bilingual premium without possessing a certification from the County Human Resources Department will be required to successfully pass the requisite examination within one-hundred, eighty (180) calendar days from the first date of this 2024-2027 MOU to be eligible to receive bilingual premium. Failure to obtain a certification within one-hundred, eighty (180) calendar days from the first date of this 2024-2027 MOU shall result in immediate loss of bilingual premium.

Employees who are assigned to provide non-Spanish bilingual services are

required to successfully pass the requisite examination one hundred, eighty (180) days after receiving notification from the County that an examination is available. Failure to obtain a certification one hundred, eighty (180) days following notification from the County shall result in immediate loss of bilingual premium. The County shall notify LIUNA of any requisite examination requirements.

If an employee leaves the assignment in which they are receiving bilingual premium and moves to an assignment where the department head or designee determines that bilingual skills are not necessary, they will no longer receive bilingual premium.

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~~ One dollar (\$1.00) per hour for hours worked, including overtime hours worked.
- b. Level 2: ~~Sixty dollars (\$60.00) per pay period~~ One dollar and twenty-five cents (\$1.25) per hour for hours worked, including overtime hours worked.
- c. Level 3: ~~dollars (\$80.00) per pay~~ One dollar and fifty cents (\$1.50) per hour for hours worked, including overtime hours worked.

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

~~Each Level is 1: a~~ Administered by Human Resources Testing Center.

If concerns are expressed to the Human Resources Department regarding an employee's bilingual skills, the County's Human Resources Department reserves the right to verify on an annual basis whether employees receiving bilingual pay are eligible for the bilingual pay (meet the eligibility factors) and to determine the appropriate level of bilingual pay.

~~Any employee determined as ineligible for the bilingual pay shall have the bilingual pay ended the first full pay period following the determination made by County Human Resources.~~

5. Plan Implementation

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

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

~~c. A break in continuous service, as defined in this MOU, shall require the employee to become re-certified for the appropriate bilingual skill level upon re-hire should the department head or designee designate the position for bilingual assignment, with the exception of employees who are reinstated following a successful termination appeal.~~

~~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.~~

~~F. Inconvenience Differential. Effective the first pay period in July 2012, a~~ All members of the transportation department's travel crew will receive an inconvenience

~~premium stipend~~ of one hundred ~~and twenty-five~~ dollars (\$~~12500.00~~) per pay period ~~only during periods of temporary reassignment of the worksite. Only employees permanently assigned to a Travel Crew by the Transportation Department and 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 is at least seventy-five (75) miles from the employee's regular work location, shall be entitled to receive the inconvenience premium. 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 ~~worksite is headquarters are~~ in the Blythe or Thermal Road Yard, and whose ~~worksite normal residence is temporarily transitioned to a work location that is at least seventy-five (75) miles from the employee's regular work location in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters~~ shall be entitled to the same inconvenience ~~premium differential at the same rate and conditions.~~

~~Notwithstanding the above paragraph, any employees who were receiving this differential on the effective date of this MOU who would not qualify for it based on the language above will continue to receive it. The requirements of the above paragraph apply to any employees eligible to receive this differential on the effective date of this MOU.~~

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 ~~fifteen~~~~twelve~~ dollars and ~~sixty-three fifty~~ cents (\$~~15.63~~~~12.50~~) per shift, but not to exceed one hundred ~~and twenty-five~~ dollars (\$~~12500.00~~) 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.

E.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 in their base salary on the salary range 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 em~~ shall also receive three dollars (\$3.00) fifty cents (\$0.50) per hour worked for each hour in which ~~they are~~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. ~~For increases provided by a-c above, the employee's anniversary date will not change. 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/EMD Certificate.

b. CTO candidates must have no documented (within the last rolling year) attendance issues as specified in department policy—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. Applicants 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. Applicants 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. A memo must be submitted by the 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 performance improvement plan~~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 or designee.
- 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 or designee will have final review of any appointment or rejection of candidates and the de-selection of current CTO's.

F.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.

These P.O.S.T. Certifications do not stack. An employee who earns an Intermediate Certificate shall no longer be paid for the Basic Certificate. An employee who earns an Advanced Certificate shall no longer be paid for the Intermediate or Basic Certificate.

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 payrate 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.

~~These hourly differentials do not stack. An employee who earns an Intermediate Certificate differential shall no longer be paid for the Basic Certificate differential. An employee who earns an Advanced Certificate differential shall no longer be paid for the Intermediate or Basic Certificate 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.~~

G.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:

1. Basic FCD Certification – equal to four percent (4%) of the employee’s base hourly rate of pay paid as a differential.
2. Intermediate FCD Certification - equal to seven percent (7%) of the employee's base hourly rate of pay paid as a differential.
3. Advanced FCD Certification - equal to twelve percent (12%) of the employee's base hourly rate of pay paid as a differential.

These Certifications do not stack. An employee who earns an Intermediate Certificate shall no longer be paid for the Basic Certificate. An employee who earns an Advanced Certificate shall no longer be paid for the Intermediate or Basic Certificate.

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:

1. ~~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-RUHS Correctional Health~~ 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
<u>57731</u>	<u>Dental Assistant</u>
<u>57732</u>	<u>Registered Dental Assistant</u>
<u>79530</u>	<u>Probation Specialist</u>
<u>15833</u>	<u>Storekeeper</u>

2. The following Sheriff's Department classifications receive the Detention Differential of one dollar (\$1.00)/hour for hours actually worked in such facilities:

<u>13818</u>	<u>Sheriff Corrections Assistant I</u>
<u>13819</u>	<u>Sheriff Corrections Assistant II</u>
<u>13817</u>	<u>Sheriff Corrections Assistant Trainee</u>
<u>52261</u>	<u>Sheriff's Service Officer I</u>
<u>52262</u>	<u>Sheriff's Service Officer II</u>
<u>52264</u>	<u>Community Service Officer I</u>
<u>52265</u>	<u>Community Service Officer II</u>
<u>15833</u>	<u>Storekeeper</u>

L.K. Flood, Transportation and Waste ~~Equipment Operator~~ Skill Pay: Employees in the classifications of Maintenance Construction Worker, Equipment Operator I, Equipment Operator II, or Senior Equipment Operator shall receive the following premiums:

1. Those ~~Equipment Operators~~ employees in eligible departments/classifications operating any dozer which is a D-8 equivalent or larger, shall be paid one dollar (~~\$1.00~~) per hour and seventy-five cents (~~\$1.75~~) per hour for time actually worked operating the dozer (this excludes time worked as a trainee). For Waste Resources employees, Equipment Operators qualify for this skill pay only while operating eligible equipment in the active commercial dumping area during hours for which the landfill is open to the public; or

2. Those ~~Equipment Operators~~ employees in eligible departments/classifications operating a (trash) compactor shall be paid ~~fifty cents (\$0.50)~~ one dollar (\$1.00) per hour for time actually worked operating the compactor.

2.3. Lowboy: Those employees operating a lowboy to haul a long reach excavator (typically with boom length greater than 30 feet) shall be paid one dollar and fifty cents (\$1.50) per hour for time hauling, loading and unloading the long reach excavator. To be eligible, the Lowboy driver/operator shall be responsible for loading, securing, transporting, and unloading the long reach excavator.

L. Hazardous Incident. All LIUNA represented employees assigned to the Fire Department assigned to respond to a hazardous incident as declared by the Fire Department, as defined by the Executive Leadership, shall receive a three dollar (\$3.00) per hour differential pay.

M. 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 one hundred seventy-five dollars (\$10075.00) per month as hazard pay in recognition of the exposures and difficulties of their job.

N. Court Callback. Notwithstanding any other provisions of this MOUMemorandum, 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) their 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.

O. Sheriff's Aircraft Mechanic Inspection Pay.

Sheriff's Senior Aircraft Mechanics and Aircraft Mechanics who possess a valid Federal Aviation Inspection License that provides the employee the ability to perform Inspection Authorizations shall be entitled to a differential of two dollars (\$2.00) per hour for hours worked performing such inspections.

Sheriff's Senior Aircraft Mechanics and Aircraft Mechanics assigned to in-flight maintenance checks shall receive three dollars (\$3.00) per hour for hours worked in which they directly perform in-flight maintenance checks.

P. Compounding Pharmacy Technician Assignment

Employees in the Pharmacy Technician II & III classification who are designated by regulation as Compounding Designated Person of a compounding pharmacy service within a licensed Pharmacy shall receive a differential of one dollar (\$1.00) (per hour while performing the duties of the Compounding Designated Person.

Q. Homeless Encampments

Field staff at Flood Control, including maintenance and construction workers, equipment operators (I & II), Senior Equipment Operator, Engineering Aide, Engineering Technician (I & II) and Senior Engineering Technician, that regularly spend 50% or more of their workweek performing field work in remote areas or in existing flood control facilities where they have a high potential for encountering

unhoused individuals, including their encampments and associated hazards; shall receive (\$1.25) per hour differential.

ARTICLE V PAY PRACTICES

Section 1. Merit Increase 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.~~

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

~~2. 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.~~

A.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.

B.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 ~~twenty-six (26) pay periods~~one (1) year (approximately 2080 hours) in a paid status in the position ~~not including overtime.~~ Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of ~~thirteen (13) pay periods~~six (6) months (approximately 1040 hours) in a paid status in the position ~~not including overtime.~~ Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.

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 ~~twenty six (26) pay periods~~one (1) year (approximately 2080 hours) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

G.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~~their 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)~~ thirteen (13) pay periods 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 twenty six (26) pay periods~~one (1) year (approximately 2080 hours)~~ in a paid status, ~~not including overtime~~, and subsequent anniversary dates shall occur at like intervals.

D.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 employee's anniversary date the Department Head or designee, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form whether if or not the increase is not 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 or designee may disallow a salary increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee.~~

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.

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.~~

~~E.G. Effective April 25, 2019, except as set out hereevery 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. The compensation of every employee shall be considered for a four percent (4.0%) base salary increase upon their anniversary date, but not to exceed the maximum salary of the salary range for the employee's classification, except as otherwise provided by the MOU. If at the time of the employee's anniversary date, the employee's existing salary is less than 4.0% below the maximum of the salary range for the employee's classification, the employee's merit increase shall be at an amount that places the employee at the maximum of the classification's salary range.~~

Section 2. New Employees

A. ~~Except as otherwise provided by this MOU, a new employee shall be appointed at the minimum salary of the classification's salary range.~~ The Department Head with the prior approval of the Human Resources Director ~~and the County Executive Officer~~ may appoint a new employee in a specified class to any salary 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~~ authorizes a position to be filled at such higher salary than the ~~minimum of the rangelowest salary of the salary plan/grade,~~ except in cases where a new employee has the experience and/or qualifications that justify a such a rate, 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 ~~twenty six (26) pay periodstwelve (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.

When the Human Resources Director authorizes a position to be filled at a rate of pay equivalent to or higher than an incumbent with greater experience and/or qualifications than the person being hired, LIUNA shall have the right to request to meet and confer regarding equity adjustments for incumbents. This right to meet and confer shall not delay the County's right to hire the candidate.

B. Difficult to Recruit Positions

1. Classifications or Positions Designated as DTR

Notwithstanding the provisions of this MOU, employees shall be compensated at a rate up to twenty percent (20%) of their base rate of pay for hours actually worked in a pay period for those positions identified in specific classifications in a specific department designated by the Human Resources Director as “difficult to recruit” (DTR).

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

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

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

The DTR differential shall only apply to actual hours worked.

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

For any classifications or positions identified as “difficult to recruit” (DTR) for a period of one-hundred and eighty (180) days or greater, including any classifications or positions identified as (DTR) as of the effective date of this MOU, the County shall have the following four options:

1. Remove the DTR;
2. Incorporate it into the base salary of the classification or position;

3. Create a permanent differential premium equivalent to the DTR pay; or
4. Create a new classification in which the DTR pay will be included in the base pay for that classification.

If requested by LIUNA, the parties shall meet and confer over items 2 and 3 above. As for number 4 above, the County has the right to create a new classification, but if requested by LIUNA, shall meet and confer over salary and terms and conditions of employment. LIUNA must request to meet and confer within ten (10) business days of being notified by the County.

- ~~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:~~

~~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 (i.e., the employee was not terminated for cause) 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~~their 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. 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 ~~twenty-six (26) pay periods~~ one (1) year (approximately 2080 hours) following a promotion, voluntarily demote to their previously held classification may return to the salary (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment) of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The anniversary date shall not

change.

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 following a reclassification to a class with a higher salary plan/grade shall be determined in accordance with this MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of thirteen (13) pay periods in a paid status, in the new classification. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period. Thereafter, anniversary dates shall be on the first day of the pay period following each additional twenty-six (26) pay periods in a paid status. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period. 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 ~~becoincide with~~ the first working day of a pay period.

Section 8. Temporary Promotion.

A regular employee may be promoted on a temporary basis ~~(for a maximum of 960 hours)~~ to fill a vacant position as a result of a leave of absence of the incumbent of that position, or pending appointment ~~or recruitment of another person to a vacant~~that position. Such promotion is designated "temporary promotion". The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.

When the absence ceases or the vacancy is filled, the employee shall return to their regular position, and their salary and anniversary date shall be re-determined as if the temporary promotion had not occurred ~~(i.e., the anniversary date will be modified to reflect as though the employee did not leave the lower classification)~~. Any salary increases which would have been due in their regular position shall be allowed.

Employees who are temporarily promoted shall not serve a probationary period in the temporarily promoted classification, nor will they obtain property rights to the classification. If the employee is promoted into the classification during the time they are serving in a temporary promotion, the time spent in the temporary promotion shall count towards completion of probation in the promoted into classification.

Section 9. Working in a Higher Classification

Any employee assigned in writing by a Department Head or designee to perform the duties of a higher classification for the pay period in which the assignment started and the following full pay period or more shall be compensated five and one half percent (5.5%) above their base rate of pay effective the first day of the first full pay period following when the duties were performed. Such accumulated hours of such assignment(s) shall be credited toward qualifying experience for possible promotion.

If an employee believes they are working in a higher class, and have not received a written request to do so by a Department Head or designee, they may ask to receive a written request. If the Department Head or designee agrees with the employee, they will provide the written request.

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 thirteen (13) pay periods ~~six (6) months~~ except:

Eligibility Technician I/II

~~18 months~~ Thirty-nine (39) pay

	<u>periods</u> combined initial probationary period
Child Support Interviewer	12 months <u>Twenty-six (26) pay periods</u>
Child Support Specialist	12 months <u>Twenty-six (26) pay periods</u>
<u>Senior Child Support Specialist</u>	<u>Twenty-six (26) pay periods for employees initially hired into the classification and thirteen (13) pay periods for employees promoted into this classification</u>
Coroner Technician	12 months <u>Twenty-six (26) pay periods</u>
Fingerprint Examiner I	12 months <u>Twenty-six (26) pay periods</u>
Fingerprint Examiner II	12 months <u>Twenty-six (26) pay periods</u>
Fingerprint Technician I	12 months <u>Twenty-six (26) pay periods</u>
Fingerprint Technician II	12 months <u>Twenty-six (26) pay periods</u>
Forensic Technician I	12 months <u>Twenty-six (26) pay periods</u>
Forensic Technician II	12 months <u>Twenty-six (26) pay periods</u>
Investigative Technician I	12 months <u>Twenty-six (26) pay periods</u>
Welfare Fraud Investigator	18 months
FirePublic Safety Communications Dispatcher Officer I	18 months <u>Thirty-nine (39) pay periods</u>
FirePublic Safety Communications Dispatcher Officer II	18 months <u>Thirty-nine (39) pay periods</u>
Sheriff 911 Communications Officer I	18 months <u>Thirty-nine (39) pay periods</u>
Sheriff 911 Communications Officer II	18 months <u>Thirty-nine (39) pay periods</u>
Public Defender Investigator I	12 months <u>Twenty-six (26) pay periods</u>
Public Defender Investigator II	12 months <u>Twenty-six (26) pay periods</u>
Sheriff's Sheriff's Corrections Assistant Trainee	12 months <u>Twenty-six (26) pay periods</u>
Sheriff's Sheriff's Corrections Assistant I	12 months <u>Twenty-six (26) pay periods</u>
Sheriff's Sheriff's Corrections Assistant II	12 months <u>Twenty-six (26) pay periods</u>
<u>Building Inspector Trainee</u>	<u>Twenty-six (26) pay periods</u>

C. Extension of Initial Probation. The initial and promotional 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 or promotional probationary periods 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 or promotional probationary period may be extended by three (3) months (up to two (2) times) with a maximum of a thirteen (13) pay periods~~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 ~~they~~he/she voluntarily promoted, demoted, or transferred. Employees shall receive credit for a full-pay period whenever they are in paid status for any time during that pay period.
- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first thirteen (13) pay periods~~six (6) months~~ (or the equivalent of the initial probationary period for those classifications where the initial probationary period exceeds ~~six (6) months~~ thirteen (13) pay periods) 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 (e.g., an employee who was rejected from probation), the salary (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment) 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. Failure to Pass Promotional Probation: If an employee does not pass promotional probation (i.e., returned to former class), within ten (10) calendar days after the return, the employee may request that the Human Resources Department review the decision to ensure that department policies regarding promotional probation were followed. An employee may attach a response to the release.
- G. 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 thirteen (13) pay periods~~six (6) months (approximately 1040 working hours)~~.

Section 2. Retirement

A. Retirement Formulas and Calculations.

1. Tier 1 – 3% @ 60. The County contracts with the California Employees' Retirement ("CalPERS") to provide the 3% at 60 retirement formula for all "classic employees" hired on or before August 23, 2012 as set forth in California Government Code Section 21354.3. For Tier 1 classic employees, the retirement benefit is based on the annual compensation for the single highest year during the employee's membership in CalPERS as set forth in California Government Code Section 20042. Employees in Tier 1 shall pay their 8% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.
2. Tier 2 – 2% @ 60. The County contracts with the California Employees' Retirement ("CalPERS") to provide the 2% at 60 retirement formula for all "classic employees" hired after August 23, 2012 as set forth in California Government Code Section 21353. For Tier 2 classic employees, the retirement benefit is based on the highest annual average compensation earned during the three (3) consecutive years of employment immediately preceding the effective date of their retirement or any other three (3) consecutive year period chosen by the employee as set forth in California Government Code Section 20037. Employees in Tier 2 shall pay their 7% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.
3. Tier 3 – 2% @ 62. As defined by the Public Employees' Pension Reform Act of 2013 ("PEPRA"), unit members who are defined as "new members," hired on or after January 1, 2013, under the PEPRA are covered by the 2% at 62 retirement formula as set forth in the PERL at Government Code Section 7522.20(a). For new member employees, the final compensation will be based on the highest annual average pensionable compensation

earned during a thirty-six (36) month consecutive period of employment. New members' contribution rate will be at least fifty percent (50%) of the total normal cost rate. Government Code Section 7522.10 of the PEPR provides the authority for the compensation limit for all new members.

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.~~

~~A.B.~~ 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.

~~B.C.~~ 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, adopted by Board policy shall be administered by the Human Resources Director.

Section 5. County Provided Life Insurance.

~~Effective July 1, 2002, t~~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 Employee Options for Sick Leave. Post-Employment Health Savings Plan Voluntary Employee's Beneficiary Association (VEBA)~~

- ~~1. Unused accumulated sick leave shall be paid as listed below subject to the following criteria:~~

- a. The employee has at least five (5) years of continuous service;
 - b. Upon service retirement, disability retirement or death of an employee (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than service retirement, disability retirement or death of an employee); and
 - c. The provisions of any applicable agreement between the employing agency and the Public Employees' Retirement System.
2. The value of such payout shall be as follows:
- a. Employees with at least five (5) but less than fifteen (15) years of continuous service shall be paid fifty percent (50%) of the employee's final sick leave balance (not to exceed nine hundred sixty (960) hours) at their base pay rate.
 - b. Employees with fifteen (15) or more years of continuous service shall be paid one hundred percent (100%) of the employee's final sick leave balance (not to exceed nine hundred sixty (960) hours) at their base pay rate.
3. Employees who are hired into an LIUNA represented classification shall submit to Human Resources, no later than sixty (60) days following hire into the LIUNA represented classification, an irrevocable election identifying which account(s) qualifying sick leave balances, in the amount applicable pursuant to Article 6 Section 6(2)(a)-(b), shall be deposited into. Each employee shall have the following election options:
- a. One hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited into the employee's 457 Deferred Compensation account, up to the legal limit, and any remaining monies shall be paid to the employee.
 - b. One hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited into a Voluntary Employees' Beneficiary Association (VEBA).
 - c. Fifty percent (50%) of the payable value of the qualifying sick leave balance shall be deposited to the 457 Deferred Compensation Account, up to the legal limit; fifty percent (50%) of the payable value of the qualifying sick leave balance shall be deposited to the VEBA, and any remaining payable value of the qualifying sick leave balance shall be paid to the employee.
 - d. Absent an irrevocable election on file by the employee, one hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited to the 457 Deferred Compensation account, up to the legal limit, and any remaining monies shall be paid

to the employee. If the employee does not have a 457 Deferred Compensation account at the time of retirement, the employee's demographic information will be forwarded to the appropriate administrator of the 457 Deferred Compensation program with the payable value of the qualifying sick leave and a 457 Deferred Compensation account will be established and monies will be deposited accordingly.

e. An employee's one-time, irrevocable election shall remain in effect for the duration of the time they are in an LIUNA represented classification. Should the employee transition to a classification in another bargaining unit, and subsequently return to an LIUNA represented classification, their initial irrevocable election will remain in effect; the employee will not be able to make another election.

4. To facilitate such election, the County shall provide access to a Deferred Compensation Account (457) and/or a Voluntary Employees' Beneficiary Association (VEBA) account wherein the payable value of qualifying final sick leave accrual balances will be deposited, up to the legal limit.

5. Payment resulting from death, up to the limits set forth in the MOU in Article 6 Section 6 (2) a and b, shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

4.6. Each employee currently covered under this MOU shall submit to Human Resources between January 13 and March 13, 2025, an irrevocable election identifying which account(s) qualifying sick leave balances will be deposited into. For the period between Board of Supervisors approval of this 2024-2027 MOU until March 13, 2025, qualifying sick leave accruals will be mandatorily contributed to the VEBA.

Section 7 Vacation and Other Qualifying Leave:

Unused accumulated vacation and other qualifying leave shall be paid, at the rate of the employee's participant's current base hourly rate at the time an employee leaves County employment salary value into the VEBA.

Section 87. 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 who 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/their supervisor of any 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/their normal duties, they/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/their license reinstated.

If upon expiration of the thirty (30) days the employee has failed to have his/her/their license reinstated they/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 Class A and Class B Commercial Driver's License

This section applies to employees in the following departments: Waste Management, Flood Control District, and Transportation. The Fire Department is also subject to this section, but is only subject to subparagraph E of this section.

A. Training

Employees required to upgrade or maintain a Class A or Class B commercial driver's license and appropriate endorsements, will be provided in-house instruction and behind-the-wheel training. The trainings will be paid for by the department.

B. Medical Examinations

The County agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive the exams from a contractor physician or clinic.

C. Fee Reimbursements

1. Permanent employees in a County classification which requires a Class A or B commercial driver's license will be reimbursed for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) after the employee has remained in County service for twenty-six (26) pay periods and if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), (2) the classification designated by the department requires the employee to upgrade the employee's driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
 - a. The employee is authorized at least ten (10) business days in advance by the employee's supervisor to take the examination;
 - b. The employee has a valid, current medical certification acceptable to DMV;
 - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with

obtaining a license as required by DMV.

3. The County will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

1. Upon ten (10) business days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided: a) the examination is scheduled during the employee's scheduled work hours; and b) the examination does not interfere with the operational needs of the department.

2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

3. Upon ten (10) business days advance notice the department will allow the employee to use a County owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

E. Compensation - Class A or B Bonus – This language also applies to the Fire Department

Permanent employees with a Class A or B license in a regular position, which requires a Class A or B license, shall be eligible for a one-time bonus in the amount of five hundred dollars (\$500.00).

1. Eligibility Criteria:

Must possess a valid Class A or Class B driver's license. Must have held their position for twenty-six (26) pay periods.

2. Bonus Structure:

- a. Employees who possess the required Class A or B license, will receive a five hundred dollar (\$500.00) bonus no later than sixty (60) days following Board of Supervisors approval of this MOU.
- a.b. Employees will receive a five hundred dollars (\$500.00) bonus after obtaining the required Class A or B license and after meeting the eligibility criteria.
- c. Employees who later obtain a Class A license after obtaining a bonus from being qualified for the Class B license bonus, are eligible for an additional five hundred dollars (\$500.00) bonus, provided they meet the eligibility criteria again.

3. Transfer Policy:

Employees who transfer to another County department will not be eligible to receive a bonus for the same class A or class B license paid out in their prior department.

Each bonus is awarded only once per employee per license class. The bonus will be paid following the confirmation of eligibility and receipt of the required documentation.

Section 108. 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 comes later provided that during such period such employee has been free of any other directive, corrective, and/or corrective counseling notations.

Section 119. 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 120. 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 hired after January 1, 2014 (including all new or re-hired 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.

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

- D. If an employee receives more compensation (whether in the form of salary, overtime, or any other form of compensation contained in this MOU), than they are entitled to receive (i.e., is overpaid), the County will inform the employee. The County will work with the employee to reconcile the overpayment and if overpaid will work to create a repayment schedule.

Section 134. 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. Every regular employee shall accrue sick leave pay on a daily basis.

~~Employees in a paid status for eighty (80) hours or more during the pay period shall accrue four (4) hours per pay period. Employees in paid status for less than eighty (80) hours during the pay period shall accrue a pro-rated amount of sick leave. 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 ~~employee~~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 or approved medical leave of absence 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. ~~Sick leave may be used for the diagnosis, care or treatment of, or preventative care for, the employee. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for, an employee's family member, as defined under applicable law, and shall be permitted up to the minimum established by the law. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family, for this purpose, is defined to mean the employee's spouse, child, parent, brother, or sister (including step-relatives 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.~~

~~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 to only be used during the employee's regularly scheduled shift, not on off days. 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 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~~their 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 Fair Employment and Housing Act and 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 56. 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 abse

- A. An employee who is called for jury duty shall be compensated at the base rate of pay (as though they was working) for those hours of absence due to the jury duty that occurs during the employee's regular scheduled working hours.

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

Section 67. 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 78. 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 neutral 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 89. 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 unless an emergency prevents the employee from contacting their supervisor or designee.

ARTICLE VIII
VACATION

Section 1 Accruals.

A. Subject to the limitations and ~~exclusions 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 paid~~roll~~ status, eighty (80) hours ~~(ten (10) days)~~;

~~y~~Years four (4) ~~(three (3) years and one (1) day)~~ through nine (9) ~~(six thousand two hundred and forty eight (6,248) through eighteen thousand seven hundred and twenty (18,720) hours)~~ in a paid~~roll~~ status, one hundred twenty (120) hours ~~(fifteen (15) days)~~;

~~y~~Years ten (10) ~~(nine (9) years and one (1) day)~~ or more ~~(eighteen thousand seven hundred and twenty eight (18,728) hours or more)~~ one hundred and sixty (160) hours (twenty (20) days).

Pay periods in which employees are in unpaid status for the entire pay period do not count for eligibility toward the vacation accrual rates above.

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. Employees who make a request to use their vacation will be provided with a response to their request within thirty (30) days assuming their request is at least thirty (30) days prior to the requested vacation time off. This requirement does not exist for vacation requested to be used between November 1 and January 31.

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

June 19, Juneteenth

July 4, Independence Day

First Monday in September, Labor Day

Second Monday in October, ~~Columbus Day~~Indigenous Peoples' 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.

Employees working an alternative work schedule (e.g., 9/80, 4/10 or 3/12 schedule), shall have the option of electing unpaid hour(s) on the day of the observed holiday beyond the allotted eight (8) hours of holiday pay.

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.

2.3. An employee who is terminating and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.

3.4. An employee who is in an unpaid status for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

C. Payment for the Holiday

1. Working the Holiday Regular or seasonal full-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their base hourlyregular 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~~ their base hourly 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~~ their base hourlyregular 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 base hourlyregular 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, ~~they/he/she~~ shall ~~be~~ receive holiday pay in an amount equivalent to the reduction in ~~his/her~~ their 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 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, Sheriff's Corrections Assistant Trainee, I and II 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)~~ Pharmacy Technicians, and Registered Dental Assistants 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.

Section 6. Certificate Reimbursement – Peer Support Specialist.

Upon successful completion of the recertification renewal process for employees in the Peer Support Specialists series, the County will pay the cost to renew the certification. This agreement applies to employees in the Peer Support Specialists series on the date of the Board of Supervisors approval of this 2024-2027 MOU. It does not apply to any employees hired or rehired in the future or employees who were not in the Certified Peer Support Specialist Series on the date of the Board of Supervisors approval of this 2024-2027 MOU.

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 v~~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 ~~Non-Discrimination and Anti-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. sent by an overnight service such as Federal Express or overnight~~ UPS, and addressed to the designated recipient at the last known address. Whenever there is an ~~interview~~ ~~interrogation~~ of an employee where the significant purpose is to investigate facts ~~which may~~ ~~to~~ support disciplinary action ~~there is a right for~~ the employee ~~has a right~~ 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 ~~they~~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~~ Skelly Officer prior to the Skelly Meeting deadline as stated on the Notice of Intent~~effective date of the disciplinary action(s)~~. The parties may agree to extend the Skelly meeting deadline.
- 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 a suspension of 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 Mediation and 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 Union 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. If an arbitrator informs the County, they need to be removed from the list or can no longer serve, the parties shall promptly meet and confer over the addition of another 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 not represented by legal counsel 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 LIUNA 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.
- ~~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.~~
- H. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. Within twenty one (21) business days following the 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 the California Public Employees' Retirement Law~~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 the California Public Employees' Retirement Law~~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.

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

J. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to relying upon in the conduct of serious affairs.

K. 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.

L. Irrelevant and unduly repetitious evidence shall be excluded.

M. 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.

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

O. Employees not testifying ~~on~~ their own behalf may be called and examined as on cross-examination.

P. 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.

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

ARTICLE XIII APPEAL PROCESS FOR NON-DISCIPLINARY RELEASE

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

Section 1. Notice of Action

A. Written notice of the intent to separate for non-disciplinary reasons shall be served on the affected employee at least seven (7) business days prior to the effective date of the action and the notice shall include:

1. A description of the action to be taken and the expected effective date;
2. A clear and concise statement of the specific grounds and particular facts upon which the action is based;
3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
4. A statement informing the employee of the right to respond either verbally or in writing, to the Skelly Officer prior to the Skelly meeting deadline as stated on the Notice of Intent. The parties may agree to extend the Skelly Meeting deadline.

B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the separation will be implemented shall be served on the employee on or before the effective date of the action and shall include:

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

Section 2. Appeals

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

An appeal shall include:

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

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

Section 3. Waiver

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

Section 4. Appeal Procedure

- A. The parties shall maintain a jointly negotiated list of up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- B. The hearing shall be set by the Human Resources Director, or designee, and the employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- C. The employee may be represented by counsel or other representative; however, if the employee is not represented by legal counsel the employee shall be represented only by LIUNA. The County may be represented by counsel or other representative.

- D. It shall be the duty of a County employee to attend a hearing and testify upon the written request of the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the employee. The arbitrator is authorized to issue subpoenas.
- E. All appeal hearings under this Section shall be reported by a stenographic reporter.
- F. The expenses of the hearing, including but not limited to, the costs of the arbitrator and transcripts shall be shared equally by the County and the Union. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness during the employee's regular working hours shall be released from work without loss of compensation or other benefits to attend the hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.
- G. In the event an employee is represented by the Union, the cost of the hearing shall be shared equally by the Union and the County. However, SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by LIUNA at the hearing.
- H. Any expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or cancelling party.
- I. Within twenty-one (21) business days following the hearing of the appeal, or as soon thereafter as practicable, the arbitrator shall submit written findings of fact, conclusions of law and the decision to the parties.
1. The arbitrator shall confine the decision to whether, based upon the evidence at the time the County separated the employee, the employee was medically or psychologically incapacitated from performing the essential functions of their position for a permanent or uncertain duration. The arbitrator shall not substitute their opinion for that of the health care provider.
 2. The arbitrator's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee received since the date of discharge. The employee shall supply records of such employment earnings when requested.
- J. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely upon in the conduct of serious affairs. Irrelevant and unduly repetitious evidence shall be excluded.
- K. Hearsay evidence shall be admitted and used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support separation from employment unless it is the type of hearsay admissible over objection in a civil action.

- L. Medical records may be submitted and relied upon without the requirement that the health care provider testify to authenticate those records. This does not preclude either party from calling health care providers to testify in support of whether the employee is fit or unfit to perform the essential functions of the position.
- M. The rules of privilege shall apply to the same extent to which they are recognized in a civil action. In addition, communications between the Human Resources Department and advocates, or representatives of the department involved in the arbitration, and communications between the Union representative and the employee shall be confidential and not subject to disclosure in a hearing.
- N. Oral evidence shall be taken only on oath or affirmation.
- O. Employees not testifying on rebuttal may be called and examined on cross examination.
- P. The employee and the department head or designee shall have these rights:
1. To call and examine witnesses;
 2. To introduce evidence;
 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
 4. To impeach any witness regardless of which party first called the witness to testify; and
- Q. The hearing shall be a private proceeding among the County's representative, the employee and the employee's representative.
- R. The decision of the arbitrator shall be a binding decision upon the parties. However, each party shall be entitled to petition the Superior Court to confirm, correct or vacate the award as provided for by C.C.P. § 1285 et. seq. and within the time requirements set forth in C.C.P. § 1288.

ARTICLE ~~XIII~~XIV
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:

1. Matters reviewable under some other County administrative procedure.
2. 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.
3. Matters involving the release of a probationary employee.
4. 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.
5. 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, Ordinance, rule, regulation, or policy alleged to be violated, misinterpreted or misapplied as provided under Article 1~~34~~⁴⁵, 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 or representative will attempt to ~~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 Step 1 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. If a neutral informs the County, they need to be removed from the list or can no longer serve, the parties shall promptly meet and confer over the addition of another neutral.
- ~~B-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.
- ~~C-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.
- ~~D-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~~their original petition. This includes issues or MOU Sections which have not been raised and considered at an earlier step of the grievance procedure.

~~E.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.

~~F.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.

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

~~H.I.~~ The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, 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.

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

~~J.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.

~~K.L.~~ The hearing shall be a private proceeding among the County, the employee and ~~LIUNA~~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-~~out~~in, nor interference with the County's operation during the term of this MOU.

Should a strike, sick-~~out~~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 XVI
ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled ~~them~~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 XVII
LAYOFF AND REINSTATEMENT

Section 1. Seniority

- A. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire.
- B. Definition of Department. Department, for the purposes of this Procedure, shall be defined as an agency, department, or district of the County which is set out in County Ordinance No. 440.
- C. 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 ~~MOU 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. ~~LIUNA~~~~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 ~~theyhe/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 XVIII
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 Time-Bank reimbursement such that total payments do not exceed 100% of the regular pay.

B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to 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. Only the employee for whom the Time-Bank has been established may receive leave credits from the Time-Bank.
 - 4.2. The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one catastrophic medical condition.
 - 2.3. Extension to a Voluntary Time-Bank will require a separate approval by the Human Resources Department and department head.

ARTICLE XVIIIIX

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.

B. For Cause Testing:

For Cause Testing refers to drug and alcohol testing administered to an Employee when there is reasonable suspicion that the Employee may be under the influence of drugs or alcohol while on duty or when such testing is deemed necessary due to the occurrence of specific events or incidents, including but not limited to:

1. Observable behavior indicating impairment.
2. Significant deterioration in work performance.
3. Involvement in an accident or incident that poses a risk to the safety of the Employee, other employees, or the workplace environment.
4. Violation of company policies related to drug and alcohol use.

C. Confidentiality:

All information obtained through For Cause Testing shall be treated as confidential by the Employer, except as required by law or authorized by the Employee. Test results will only be disclosed to those individuals with a legitimate need to know, such as management personnel involved in disciplinary actions or medical professionals responsible for assessing the Employee's fitness for duty.

D. Testing Procedures:

For Cause Testing shall be conducted in accordance with established procedures and protocols, which may include but are not limited to:

1. Collection of samples (urine, blood, breath, etc.) by qualified personnel.
2. Analysis of samples by accredited laboratories.
3. Review of results by a qualified medical review officer (MRO).

E. Employee Rights: The employee has the right to:

1. Be informed of the reasons for Cause Testing.
2. Obtain a copy of the testing results upon request.
3. Provide a written statement of evidence challenging the validity of the test results.

ARTICLE XXI
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 XXII
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 a CalPERS Medical Plan one (1) of Riverside County employee medical plans, toward the payment of premiums for health insurance.

While the County contracts for medical insurance with CalPERS, per the Public Employee Hospital and Medical Care Act, the County will contribute the required statutory minimum amount for each retiree which is inclusive of the twenty-five dollars (\$25.00) provided in the first paragraph.

Effective January 1, 2026, while the County contracts for medical insurance with CalPERS the County shall contribute both the CalPERS statutory minimum amount, plus an additional twenty-five dollars (\$25.00) per month on behalf of each eligible retiree, inclusive of the retiree’s dependents, enrolled in a CalPERS Medical Plan, toward the payment of premiums for health insurance. Upon reaching Medicare eligibility age, retirees will not continue to receive the twenty-five dollars (\$25.00) per month contribution.

~~B. 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.~~ Contribution Amounts for Employees in County Sponsored Health Insurance.

<u>COVERAGE LEVEL</u>	<u>TOTAL COUNTY CONTRIBUTION</u>	<u>TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 14, 2024 (PAY PERIOD 25)</u>	<u>TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 13, 2025 (PAY PERIOD 25)</u>
<u>Employee Only:</u>	<u>\$873.00</u>	<u>\$926.52</u>	<u>Subject to meet and confer</u>
<u>Employee Plus One Dependent:</u>	<u>\$1,561.00</u>	<u>\$1,586.00</u>	<u>Subject to meet and confer</u>
<u>Employee Plus Family:</u>	<u>\$1,561.00</u>	<u>\$1,800.00</u>	<u>\$2,087.00</u>

1. Employees must select a medical plan to receive these amounts.
2. Following the release by CalPERS in June/July 2025 of the rates for 2026, the parties shall engage in labor negotiations to determine the County contribution for employee only coverage and employee + 1 coverage for 2026.

3. Flex for Part-Time Employees.

- a. 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.
- b. 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.
- c. 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.

~~d. 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:~~

~~\$200.00 per month if the employee's last hire date was on or after November 13, 2003~~

~~\$425.40 per month if the employee's last hire date was before November 13, 2003~~

~~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.~~

C. 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.

To exercise the opt-out choice, an employee must affirm their commitment to maintaining minimum essential coverage throughout the opt-out period by signing a statement. This affirmation should be submitted by the employee during the open enrollment of each plan year. However, if the County acquires evidence that the employee lacks the specified alternate coverage or if the necessary conditions are not met, the opt-out payment will not be disbursed, and the County will not process the payment. In cases where sufficient documentation or a signed attestation as required is not on record, retroactive payment will not be provided.

Employees will possess minimum essential coverage from an alternative source (excluding coverage obtained through the individual market, irrespective of its origin, including Covered California) for the relevant plan year of the opt-out arrangement.

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.

If an 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

~~D. 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.~~

~~—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.~~

~~*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.~~

~~E. 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:~~

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 42. Transition to State Disability Insurance (effective April 21, 2021).~~

~~The County withholds employee contributions to SDI from employee pay checks. Employees shall receive short-term disability benefits from California State Disability Insurance. 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.~~

~~A. 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 XXIII
UNIFORMS AND SAFETY SHOES 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.~~ a. Animal Services
- ~~a.b.~~ a.b. Behavioral Health
- ~~b.c.~~ b.c. Code Enforcement
- ~~e.d.~~ e.d. Department of Public Social Services
- ~~d.e.~~ d.e. Economic Development Agency (may include any and all individual departments under EDA) Office of Economic Development
- ~~e.~~ e.
- f. Emergency Management Department
- g. Facilities Management
- ~~f.h.~~ f.h. Fire
- ~~g.i.~~ g.i. Fleet Services
- ~~h.j.~~ h.j. Flood Control
- ~~i.k.~~ i.k. Riverside University Health System (may include any and all individual departments under RUHS)
- ~~j.l.~~ j.l. Probation
- ~~k.m.~~ k.m. Sheriff
- ~~l.n.~~ l.n. Transportation
- ~~m.o.~~ m.o. 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 MOU 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 (<u>Field Survey and</u> Materials Lab Only)
97432	Engineering Technician II (<u>Field Survey and</u> 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 62793Machinist – Welder
66529	Maintenance and Construction Worker
62901	Mechanic's Helper
97433	Senior Engineering Technician (<u>Field Survey and</u> Materials Lab Only)
66513	Senior Equipment Operator
66455	Senior Heavy Equipment Mechanic
62794	Senior Machinist – Welder
97382	Senior Traffic Signal Technician
66580	Sign Maker
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Transportation Warehouse Worker I
15822	Transportation Warehouse Worker II
66591	Tree Trimmer
66441	Truck Mechanic
66506	Truck & Trailer Driver

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.~~

~~ce) The Transportation Department shall establish procedures, including procedures for employees assigned to remote locations, for the weekly exchange of soiled for laundered uniforms.~~

~~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:~~

~~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.~~

~~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.~~

~~The T-Shirts will be purchased at the employees' expense from the vendor and the employee will be responsible for cleaning the T-Shirts.~~

~~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.~~

~~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).~~

~~Employees will only be permitted to wear the Transportation T-Shirts to and from work.~~

~~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.~~

~~All Transportation Department employees are still required to wear the appropriate uniform and/or gear while performing safety sensitive duties.~~

3. Uniforms — Fire Department of Fire Protection.

~~The County shall provide a newly hired employee or an employee that newly enters a uniformed job classification a one-time initial voucher for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee. Each employee must obtain written authorization through their supervisor before going to an approved vendor. The voucher will be issued from County Fire Finance upon notification of hire date from supervisor. It is the employee's responsibility to request the initial voucher through their supervisor. Once the voucher is received, the employee will then obtain new uniform items from the contract vendor.~~

~~Additionally, starting one-year from the date of hire, the employee will receive twenty five dollars and ninety six cents (\$25.96) each pay period (26 pay periods) for a total annual uniform allowance of six hundred seventy-five dollars (\$675).~~

- ~~1. 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>	
Air Conditioning Mechanic	62711	
Building Maintenance Mechanic	62740	
Equipment Parts Storekeeper	15825	
Fire Apparatus Technician I	66452	
Fire Apparatus Technician II	66453	
Fire Apparatus Technician III	66454	
Fire Communications Dispatcher Officer I	13806	
Public Safety Fire Communications Dispatcher Officer II	13807	
Fire Operations Maintenance Worker	62109	
Fire Prevention Technician	37870	
Fire Safety Specialists	37872	
Fire Systems Inspector	37873	
IT Communications Technician III	86131	
IT User Support Technician II	86183	
IT User Support Technician II	86185	
Public Safety Lead Truck Driver-Delivery	15836	
Maintenance Carpenter	62221	
Lead Maintenance Carpenter	62222	
Maintenance Electrician	62231	
Lead Maintenance Electrician	62232	

Maintenance Plumber	62271
Storekeeper	15833
Truck Driver-Deliver	15832

4. Uniforms - Probation Department. The County shall supply uniforms for the classification of Correctional Cook-Detention, Job Code 54420 and Correctional Senior Food Service Worker, Job Code 54453. The County covers the cost of the cleaning allowance, and it shall not exceed eight hundred dollars (\$800.00) annually.
5. Uniforms –Department of Animal Services~~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. Uniforms – Riverside University Health System - RUHS – Medical Center. Employees working in the following classifications will be provided ~~fivefour~~ (54) shirts and ~~five~~two (52) pants unless otherwise indicated below.

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

7. Uniforms – Waste ~~Resources~~Management

~~The County shall supply uniforms. The following uniform allowances are provided by the Waste Management Department to employees in the following classifications in the Department of Waste Resources 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:~~

<u>Classification</u>	<u>Job Code</u>
<u>Automotive Mechanic I</u>	<u>66406</u>
<u>Automotive Mechanic II</u>	<u>66411</u>
<u>Crew Lead Worker</u>	<u>66502</u>
<u>Engineering Aide</u>	<u>97421</u>
<u>Engineering Technician I</u>	<u>97431</u>
<u>Engineering Technician II</u>	<u>97432</u>
<u>Equipment Maintenance Worker</u>	<u>62920</u>
<u>Equipment Operator I</u>	<u>66511</u>

<u>Equipment Operator II</u>	<u>66512</u>	
<u>Equipment Parts Helper</u>	<u>15824</u>	
<u>Fleet Services Assistant</u>	<u>13417</u>	
<u>Garage Attendant</u>	<u>62951</u>	
<u>Gate Services Assistant</u>	<u>13325</u>	
<u>Hazardous Waste Inspector I</u>	<u>73561</u>	
<u>Hazardous Waste Inspector II</u>	<u>73562</u>	
<u>Heavy Equipment Mechanic</u>	<u>66451</u>	
<u>Maintenance & Construction Worker</u>	<u>66529</u>	
<u>Mechanics Helper</u>	<u>62901</u>	
<u>Senior Engineering Technician</u>	<u>97433</u>	
<u>Senior Equipment Operator</u>	<u>66513</u>	
<u>Senior Gate Services Assistant</u>	<u>13325</u>	
<u>Senior Hazardous Waste Inspector</u>	<u>73563</u>	
<u>Senior Heavy Equipment Mechanic</u>	<u>66455</u>	
<u>Truck Mechanic</u>	<u>66441</u>	
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

8. Uniforms – Sheriff’s Department. The County shall supply uniforms to employees in the Forensic Technician I/II, Community Service Officer, Sheriff Service Officer, and Sheriff Corrections Assistant classifications within the Sheriff’s Department.

County Correctional Facilities. If uniform shirts are required to be worn by employees working in a correctional facility the department shall provide ~~four~~ three (43) 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.

9. Uniforms – District Attorney’s Office. The County shall supply uniforms to employees in the Forensic Technician I/II classifications within the District Attorney’s Office upon entry into the classification and on an as-needed basis thereafter.
10. Uniforms – Behavioral Health. The County shall supply uniforms to employees in the classifications of Medical Transportation Technician and Community Services Assistant.
- ~~10-11.~~ Uniforms – Emergency Management. Employees in the classification of Support Services Technician (Job Code # 15826) are provided with their initial uniform from the County. Annually thereafter, employees will be provided with a voucher not to exceed six hundred dollars (\$600.00) for the purchase of uniforms.

Section 2. Safety Shoes

- A. Flood Control District. The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for safety shoes:

Automotive Mechanic I
Automotive Mechanic II
Building Maintenance Worker
Buyer Assistant
Construction Inspector I
Construction Inspector II
Engineering Technician I
Engineering Technician II
Equipment Operator I
Equipment Operator II
Equipment Parts Storekeeper
Garage Attendant
Heavy Equipment Mechanic
Maintenance and Construction Worker
Mechanics Helper
Principal Construction Inspector
Senior Building Maintenance Worker
Senior Construction Inspector
Senior Engineering Technician
Senior Engineering Technician PLS/PE
Senior Equipment Operator
Senior Heavy Equipment Mechanic
Truck Mechanic

Reimbursement is only applicable to those employees in the above-referenced classifications within the Operations and Maintenance Division and District Field employees who have regular duties that require them to spend 50% or more of their workweek in the field.

The safety footwear must meet the requirements and specifications in the ASTM International (ASTM) F2412-XX, Standard Test Methods for Foot Protection, ASTM F2413-XX, Standard Specification for Performance Requirements for Foot Protection, or ASTM F2892-XX Standard Specification for Performance Requirements for Soft Toe Protective Footwear (Non-Safety/Non-Protective Toe). All footwear built to ASTM F2413 or ASTM F2892 specification must be labeled with the appropriate safety feature marks on the inside or outside surface of the tongue, gusset, shaft, or quarter lining located inside a rectangle box.

B. Purchasing and Fleet. The department shall reimburse employees in the following classifications a maximum of three hundred dollars (\$300) annually for the purchase of safety shoes. Protective Safety Shoe reimbursement would apply only to those employees in the following classifications who have regular duties requiring them to spend more than fifty percent (50%) of the workweek out in the field (e.g. performing duties inside of an automotive repair facility). Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
<u>13417</u>	<u>Fleet Services Assistant</u>
<u>66417</u>	<u>Automotive Service Writer</u>
<u>66406</u>	<u>Automotive Mechanic I</u>
<u>66411</u>	<u>Automotive Mechanic II</u>
<u>66412</u>	<u>Automotive Mechanic III</u>
<u>66405</u>	<u>Automotive Mechanic III-Certified</u>
<u>66416</u>	<u>Fleet Services Technician</u>
<u>66410</u>	<u>Sr. Automotive Mechanic</u>
<u>66441</u>	<u>Truck Mechanic</u>

C. TLMA – Transportation. The department shall reimburse employees in the following classifications up to three hundred dollars (\$300) annually for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
<u>66501</u>	<u>Bridge Crew Worker</u>
<u>54431</u>	<u>Cook</u>
<u>66502</u>	<u>Crew Lead Worker</u>
<u>97421</u>	<u>Engineering Aide</u>
<u>97431</u>	<u>Engineering Technician I</u>
<u>97432</u>	<u>Engineering Technician II</u>
<u>33225</u>	<u>Environmental Compliance Inspector II</u>
<u>66511</u>	<u>Equipment Operator I</u>
<u>66512</u>	<u>Equipment Operator II</u>
<u>62931</u>	<u>Equipment Tire Installer</u>
<u>62951</u>	<u>Garage Attendant</u>

<u>66451</u>	<u>Heavy Equipment Mechanic</u>
<u>62202</u>	<u>Laborer</u>
<u>66504</u>	<u>Lead Bridge Crew Worker</u>
<u>66582</u>	<u>Lead Traffic Control Painter</u>
<u>66592</u>	<u>Lead Tree Trimmer</u>
<u>66529</u>	<u>Maintenance & Construction Worker</u>
<u>62901</u>	<u>Mechanics Helper</u>
<u>97413</u>	<u>Principal Construction Inspector</u>
<u>66580</u>	<u>Sign Maker</u>
<u>97433</u>	<u>Sr Engineering Technician</u>
<u>97437</u>	<u>Sr Engineering Technician PLS/PE</u>
<u>66513</u>	<u>Sr Equipment Operator</u>
<u>66455</u>	<u>Sr Heavy Equipment Mechanic</u>
<u>76484</u>	<u>Sr Land Surveyor</u>
<u>62794</u>	<u>Sr Machinist – Welder</u>
<u>97382</u>	<u>Sr Traffic Signal Technician</u>
<u>66581</u>	<u>Traffic Control Painter</u>
<u>97381</u>	<u>Traffic Signal Technician</u>
<u>15823</u>	<u>Transportation Warehouse Worker I</u>
<u>15822</u>	<u>Transportation Warehouse Worker II</u>
<u>66591</u>	<u>Tree Trimmer</u>
<u>66516</u>	<u>Truck & Trailer Driver</u>
<u>66441</u>	<u>Truck Mechanic</u>

D. TLMA - Code Enforcement - The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
<u>13423</u>	<u>Code Enforcement Technician</u>
<u>33241</u>	<u>Code Enforcement Officer I</u>
<u>33239</u>	<u>Code Enforcement Officer II</u>
<u>33240</u>	<u>Code Enforcement Officer II (D)</u>
<u>33249</u>	<u>Senior Code Enforcement Officer</u>
<u>33243</u>	<u>Senior Code Enforcement Officer (D)</u>

E. TLMA – Administration. The department shall reimburse employees in the following classifications up to three hundred dollars (\$300) annually for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
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<u>15826</u>	<u>Support Services Technician</u>
<u>15820</u>	<u>Senior Support Services Technician</u>

F. Environmental Health. The department shall reimburse employees in the following eligible classifications up to three hundred dollars (\$300) per fiscal year for the purchase of safety shoes. Reimbursement would apply only to those employees in the following classification who have regular duties requiring them to spend more than fifty percent (50%) of the workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
<u>98752</u>	<u>Environmental Health Technician I</u>
<u>98753</u>	<u>Environmental Health Technician II</u>

G. Waste Management Resources Department Safety Shoes. As authorized by the Department Head, and Upon presentation of proof of purchase acceptable to the Department, the Department shall reimburse employees assigned to landfill operation, to a maximum of ~~three~~ hundred dollars (\$~~31~~00.00) per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of ~~his/her~~their duties. ~~Employees in the Waste Inspection Series may be reimbursed to a maximum of one hundred seventy five dollars (\$175.00) per fiscal year.~~ Reimbursement would apply only to those employees in the following classifications who have regular duties that require them to spend fifty percent (50%) or more of their workweek in the field. Employees who are reimbursed for the purchase of protective safety work boots are required to wear their boots while performing their duties.

<u>Job Code</u>	<u>Classification</u>
<u>66406</u>	<u>Automotive Mechanic I</u>
<u>66411</u>	<u>Automotive Mechanic II</u>
<u>66410</u>	<u>Senior Automotive Mechanic</u>
<u>66502</u>	<u>Crew Lead Worker</u>
<u>97421</u>	<u>Engineering Aide</u>
<u>97431</u>	<u>Engineering Technician I</u>
<u>97432</u>	<u>Engineering Technician II</u>
<u>97433</u>	<u>Sr Engineering Technician</u>
<u>15824</u>	<u>Equipment Parts Helper</u>
<u>15825</u>	<u>Equipment Parts Storekeeper</u>
<u>62920</u>	<u>Equipment Maintenance Worker</u>
<u>66511</u>	<u>Equipment Operator I</u>
<u>66512</u>	<u>Equipment Operator II</u>
<u>66513</u>	<u>Sr Equipment Operator</u>
<u>13417</u>	<u>Fleet Services Assistant</u>
<u>62951</u>	<u>Garage Attendant</u>
<u>73561</u>	<u>Hazardous Waste Inspector I</u>
<u>73562</u>	<u>Hazardous Waste Inspector II</u>
<u>73563</u>	<u>Sr Hazardous Waste Inspector</u>
<u>66451</u>	<u>Heavy Equipment Mechanic</u>

<u>66455</u>	<u>Sr Heavy Equipment Mechanic - Waste</u>
<u>66529</u>	<u>Maintenance and Construction Worker</u>
<u>62901</u>	<u>Mechanics Helper</u>
<u>66441</u>	<u>Truck Mechanic</u>

H. Facilities Management. The Department will supply and pay for, through a third-party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
<u>Air Conditioning Mechanic</u>	<u>62711</u>
<u>Lead Air Conditioning Mechanic</u>	<u>62712</u>
<u>Building Maintenance Mechanic</u>	<u>62740</u>
<u>Building Maintenance Worker</u>	<u>62730</u>
<u>Construction Inspector</u>	<u>97413</u>
<u>Sr. Construction Inspector</u>	<u>33203</u>
<u>Gardener</u>	<u>62141</u>
<u>Grounds Worker</u>	<u>62171</u>
<u>Grounds Crew Lead Worker</u>	<u>62142</u>
<u>Maintenance Carpenter</u>	<u>62221</u>
<u>Maintenance Electrician</u>	<u>62231</u>
<u>Lead Maintenance Electrician</u>	<u>62232</u>
<u>Maintenance Mechanic</u>	<u>62735</u>
<u>Lead Maintenance Services Mechanic</u>	<u>62742</u>
<u>Maintenance Painter</u>	<u>62251</u>
<u>Lead Maintenance Plumber</u>	<u>62272</u>
<u>Maintenance Plumber</u>	<u>62271</u>

I. RUHS. The Department will supply and pay for, through a third-party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
<u>Air conditioning Mechanic</u>	<u>62711</u>
<u>Building Maintenance Mechanic</u>	<u>62740</u>
<u>Gardener</u>	<u>62141</u>
<u>Grounds Crew Lead</u>	<u>62142</u>
<u>Grounds Worker</u>	<u>62171</u>
<u>Maintenance Mechanic</u>	<u>62735</u>
<u>Maintenance Plumber</u>	<u>62271</u>
<u>Maintenance Carpenter</u>	<u>62221</u>

J. Sheriff's Department - The Department will supply and pay for, through a third-party vendor/s of the Department's choice, one pair of safety shoes/work boots (annually) for employees in the following classifications in an amount not to exceed one hundred and fifty dollars (\$150) per year. If the employee chooses a pair of shoes exceeding the maximum amount of one hundred and fifty dollars (\$150) then the employee will pay any exceeding amount directly to the selected vendor.

<u>Classification</u>	<u>Job Code</u>
<u>Aircraft Mechanic</u>	<u>66301</u>
<u>Community Service Officer I</u>	<u>52264</u>
<u>Community Service Officer II</u>	<u>52265</u>
<u>Coroner Technician</u>	<u>37498</u>
<u>Custodian</u>	<u>62321</u>
<u>Forensic Technician II</u>	<u>37531</u>
<u>Senior Coroner Technician</u>	<u>37499</u>
<u>Sheriff Service Officer I</u>	<u>52261</u>
<u>Sheriff Service Officer II</u>	<u>52262</u>

Section 32. 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 below, 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 Automotive Services Writer	Truck Mechanic
Senior Automotive Mechanic Fleet Services Assistant Fleet Services Technician Truck 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 - Waste
Stationary Engineer	Truck Mechanic
Air Conditioning Mechanic	Automotive Mechanic I, II, III

Maintenance Mechanic	Senior Automotive Mechanic <u>Equipment Maintenance Worker (when enrolled in the apprenticeship/training program with pre-authorization from supervision)</u>
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 ~~their his or her~~ employment solely due to the theft of tools from a County facility or vehicle.

A. Tool Allowance

The County will provide a reimbursement allowance of two hundred and fifty dollars (\$250) per employee per calendar year (which will increase to seven hundred and fifty dollars (\$750) effective January 1, 2025) for the purchase of new tools for all the above listed classifications.

~~ARTICLE XXIV~~
SEPARABILITY

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

~~ARTICLE XXV~~
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.~~

The parties agree to establish a Joint Labor Management Committee to discuss ergonomic assessments.

ARTICLE XXVI
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.~~
- A. In exchange for the elimination of the Fairness Provision of the 2019-2024 MOU, all employees in the bargaining unit on the first day of the first full pay period following Board of Supervisors approval of this 2024-2027 MOU shall receive one thousand five hundred dollars (\$1,500) (less tax withholdings) to be paid on December 26, 2024.
- B. Effective May 1, 2025, all classifications in the bargaining unit shall receive a four percent (4.0%) increase to their base salary. Employees will receive a four percent (4.0%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed four percent (4.0%).

C. Effective April 30, 2026, all classifications in the bargaining unit shall receive a four percent (4.0%) increase to their base salary. Employees will receive a four percent (4.0%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed four percent (4.0%).

D. In exchange for the elimination of the Fairness Provision of the 2019-2024 MOU, effective February 4, 2027, all classifications in the bargaining unit shall receive a two and one-half percent (2.5%) increase to their base salary. Employees will receive two and one-half percent (2.5%) increase except those employees who are above the maximum of the salary range for their classification. Employees who are above the maximum of the salary range shall receive an increase in base salary up to the maximum of the new salary range not to exceed two and one-half percent (2.5%).

E. During the term of this MOU, the County has the right to modify the salary structure subject to meet and confer with LIUNA.

~~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 25. 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 XXVII
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 per Section 4 and 5 of this Article~~~~this provision~~ may be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least 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, The~~ 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.

Section 6. New Employee Orientation

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

County shall provide LIUNA written notice of both county-wide and department-level new employee orientations/on-boarding sessions, no matter how few participants, and whether in person or online, at least ten (10) business days prior to the event except if there is an urgent need that is critical to the County's operations that was not foreseeable.

LIUNA shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation. No representative of management shall be present during the Union's presentation. Release time shall be granted for one (1) steward to participate in the new employee orientation. "New hires" shall be defined to include any employee new to LIUNA, including, but not limited to, through accretion or promotion/demotion.

Alternatively, in the event that a new employee does not attend orientation or participates in orientation that is self-service (i.e. individual review of policies on-line, etc., then LIUNA will be provided with the employee's cell phone number and e-mail provided to the County, and be allowed time within the first sixty (60) days of their employment to have a union orientation discussion not to exceed thirty (30) minutes during the employee's work time.

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 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 (pg. 1 of 2)

Signed this 2 day of December, 2024 at Riverside, California

COUNTY OF RIVERSIDE

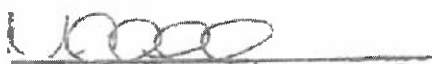

Peter Brown, Chief Negotiator



Clarissa Cacho, HR Division Manager



Jessica Urban, HR Division Manager


Aaron Cyr, Emp & Labor Relations Officer


Mircea Maltesa, Dep. Dir. Child Support Services


Melissa Charolla, Chief Clinical Integration Officer


Sandra Bowlan, Dep. Dir. Public Social Services



Russell Williams, Dep. Dir. Transportation & Land Management Agency


LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777 (LRMA)



Victor M. Gordi, Business Manager/Secretary Treasurer



Maria Ochoa-Flynn, Dir. of Representation



Jessica Filad, Labor Relations Representative


Jaime Gonzalez, Sr. Labor Relations Representative

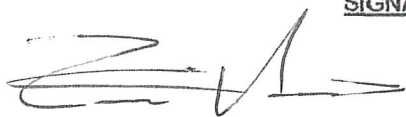

Wendell Prude, Sr. Labor Relations Representative


Alex Sanchez, Labor Relations Representative

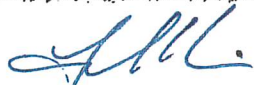

Judy Vega, Labor Relations Representative


Alfonso Maldonado, Sr. Admission and Collection Clerk

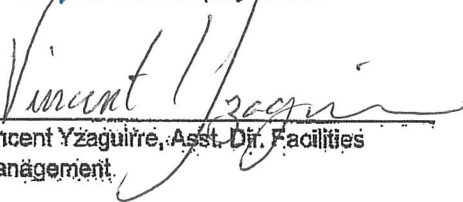
SIGNATURE PAGE (pg. 2 of 2)



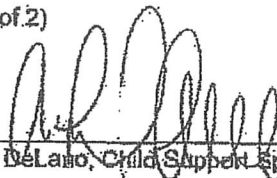
Zachary Hall, Assistant Sheriff



Andrew Eila, Chief Deputy Sheriff



Vincent Yzaguirre, Asst. Dir. Facilities Management



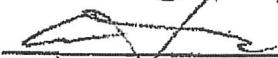
Audrey DeLano, Child Support Specialist



Brittany Heffley, Community Services Officer



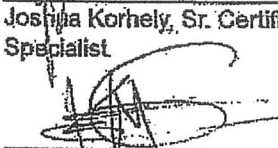
George Switzer, Eligibility Technician II



Guadalupe Lopez, Fire Apparatus Tech II



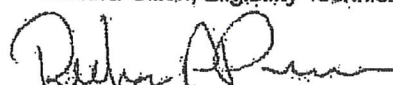
Joshua Korhely, Sr. Certified Peer Support Specialist



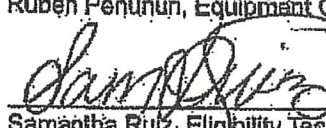
Kevin Castro, Office Assistant III



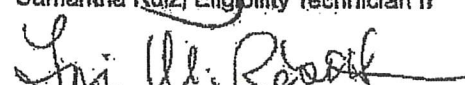
Lateera Gillon, Eligibility Technician II



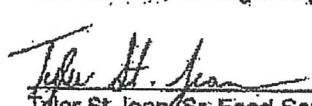
Ruben Penunuri, Equipment Operator I



Samantha Ruiz, Eligibility Technician II



Toni Roberts, Sr. Legal Support Assistant



Tyler St Jean, Sr. Food Service Worker

Appendix A

<u>Department</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Pay Period Value</u>	<u>Yearly Value</u>
<u>Animal Services</u>	<u>15912</u>	<u>Accounting Assistant II</u>	<u>\$7.69</u>	<u>\$199.94</u>
<u>Animal Services</u>	<u>15915</u>	<u>Accounting Technician I</u>	<u>\$7.69</u>	<u>\$199.94</u>
<u>Animal Services</u>	<u>15916</u>	<u>Accounting Technician II</u>	<u>\$7.69</u>	<u>\$199.94</u>
<u>Animal Services</u>	<u>62380</u>	<u>Animal Care Technician</u>	<u>\$15.38</u>	<u>\$399.88</u>
<u>Animal Services</u>	<u>73507</u>	<u>Animal Control & License Officer I</u>	<u>\$23.08</u>	<u>\$600.08</u>
<u>Animal Services</u>	<u>73510</u>	<u>Animal Control & License Officer II</u>	<u>\$23.08</u>	<u>\$600.08</u>
<u>Animal Services</u>	<u>73496</u>	<u>Animal Services Dispatcher</u>	<u>\$23.08</u>	<u>\$600.08</u>
<u>Animal Services</u>	<u>13851</u>	<u>Animal Services Representative</u>	<u>\$23.08</u>	<u>\$600.08</u>
<u>Animal Services</u>	<u>92701</u>	<u>Graphic Arts Illustrator</u>	<u>\$7.69</u>	<u>\$199.94</u>
<u>Animal Services</u>	<u>73517</u>	<u>Lieutenant of Field Services</u>	<u>\$23.08</u>	<u>\$600.08</u>
<u>Animal Services</u>	<u>73509</u>	<u>Mobile Spay/Neuter Clinic Operator</u>	<u>\$15.38</u>	<u>\$399.88</u>
<u>Animal Services</u>	<u>13865</u>	<u>Office Assistant II</u>	<u>\$7.69</u>	<u>\$199.94</u>
<u>Animal Services</u>	<u>73501</u>	<u>Registered Veterinary Technician</u>	<u>\$15.38</u>	<u>\$399.88</u>
<u>Animal Services</u>	<u>15913</u>	<u>Senior Accounting Assistant</u>	<u>\$7.69</u>	<u>\$199.94</u>
<u>Animal Services</u>	<u>73504</u>	<u>Senior Animal Care Technician</u>	<u>\$15.38</u>	<u>\$399.88</u>
<u>Animal Services</u>	<u>73519</u>	<u>Senior Animal Services Counselor</u>	<u>\$15.38</u>	<u>\$399.88</u>
<u>Animal Services</u>	<u>73515</u>	<u>Sergeant of Field Services</u>	<u>\$23.08</u>	<u>\$600.08</u>
<u>Animal Services</u>	<u>15826</u>	<u>Support Services Technician</u>	<u>\$15.38</u>	<u>\$399.88</u>
<u>Animal Services</u>	<u>73503</u>	<u>Veterinary Assistant</u>	<u>\$15.38</u>	<u>\$399.88</u>
<u>Behavioral Health</u>	<u>57792</u>	<u>Community Services Assistant</u>	<u>\$10.17</u>	<u>\$264.37</u>
<u>Behavioral Health</u>	<u>13433</u>	<u>Medical Transportation Technician</u>	<u>\$10.17</u>	<u>\$264.37</u>
<u>Code Enforcement</u>	<u>13435</u>	<u>Code Enforcement Aide</u>	<u>\$2.49</u>	<u>\$64.74</u>
<u>Code Enforcement</u>	<u>33241</u>	<u>Code Enforcement Officer I</u>	<u>\$22.91</u>	<u>\$595.65</u>
<u>Code Enforcement</u>	<u>33239</u>	<u>Code Enforcement Officer II</u>	<u>\$22.91</u>	<u>\$595.65</u>
<u>Code Enforcement</u>	<u>33240</u>	<u>Code Enforcement Officer II (D)</u>	<u>\$22.91</u>	<u>\$595.65</u>
<u>Code Enforcement</u>	<u>13423</u>	<u>Code Enforcement Technician</u>	<u>\$2.49</u>	<u>\$64.74</u>
<u>Code Enforcement</u>	<u>33249</u>	<u>Senior Code Enforcement Officer</u>	<u>\$22.91</u>	<u>\$595.65</u>
<u>Code Enforcement</u>	<u>33243</u>	<u>Senior Code Enforcement Officer (D)</u>	<u>\$22.91</u>	<u>\$595.65</u>
<u>Community Action Partnership</u>	<u>62712</u>	<u>Lead Air Conditioning Mechanic</u>	<u>\$5.66</u>	<u>\$147.10</u>

<u>District Attorney</u>	<u>37529</u>	<u>Forensic Technician I</u>	<u>\$5.74</u>	<u>\$149.15</u>
<u>District Attorney</u>	<u>37531</u>	<u>Forensic Technician II</u>	<u>\$5.74</u>	<u>\$149.15</u>
<u>DPSS</u>	<u>13395</u>	<u>Customer Support Representative I</u>	<u>\$5.11</u>	<u>\$132.97</u>
<u>DPSS</u>	<u>13396</u>	<u>Customer Support Representative II</u>	<u>\$5.11</u>	<u>\$132.97</u>
<u>DPSS</u>	<u>13397</u>	<u>Customer Support Representative III</u>	<u>\$5.11</u>	<u>\$132.97</u>
<u>DPSS</u>	<u>13398</u>	<u>Lead Customer Support Representative</u>	<u>\$5.11</u>	<u>\$132.97</u>
<u>DPSS</u>	<u>15820</u>	<u>Senior Support Services Technician</u>	<u>\$5.11</u>	<u>\$132.97</u>
<u>DPSS</u>	<u>15831</u>	<u>Stock Clerk</u>	<u>\$5.11</u>	<u>\$132.97</u>
<u>DPSS</u>	<u>15833</u>	<u>Storekeeper</u>	<u>\$5.11</u>	<u>\$132.97</u>
<u>DPSS</u>	<u>15826</u>	<u>Support Services Technician</u>	<u>\$5.11</u>	<u>\$132.97</u>
<u>Environmental Health</u>	<u>98572</u>	<u>Environmental Health Technician I</u>	<u>\$8.50</u>	<u>\$221.00</u>
<u>Environmental Health</u>	<u>98573</u>	<u>Environmental Health Technician II</u>	<u>\$8.50</u>	<u>\$221.00</u>
<u>Facilities Management</u>	<u>62711</u>	<u>Air Conditioning Mechanic</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>62740</u>	<u>Building Maintenance Mechanic</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>62730</u>	<u>Building Maintenance Worker</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>62321</u>	<u>Custodian</u>	<u>\$6.58</u>	<u>\$171.03</u>
<u>Facilities Management</u>	<u>62321</u>	<u>Gardener</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>92142</u>	<u>Grounds Crew Lead Worker</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>92171</u>	<u>Grounds Worker</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>62341</u>	<u>Housekeeper</u>	<u>\$6.58</u>	<u>\$171.03</u>
<u>Facilities Management</u>	<u>62712</u>	<u>Lead Air Conditioning Mechanic</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>62232</u>	<u>Lead Maintenance Electrician</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>62742</u>	<u>Lead Maintenance Services Mechanic</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>62272</u>	<u>Lead Maintenance Plumber</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>62231</u>	<u>Maintenance Electrician</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>62251</u>	<u>Maintenance Painter</u>	<u>\$7.96</u>	<u>\$206.96</u>
<u>Facilities Management</u>	<u>62271</u>	<u>Maintenance Plumber</u>	<u>\$7.96</u>	<u>\$206.96</u>

<u>Facilities Management</u>	<u>13858</u>	<u>Parking Attendant I</u>	<u>\$9.05</u>	<u>\$235.33</u>
<u>Facilities Management</u>	<u>52740</u>	<u>Parking Ordinance Enforcement Officer</u>	<u>\$9.05</u>	<u>\$235.33</u>
<u>Facilities Management</u>	<u>15831</u>	<u>Stock Clerk</u>	<u>\$6.58</u>	<u>\$171.03</u>
<u>Facilities Management</u>	<u>15833</u>	<u>Storekeeper</u>	<u>\$6.58</u>	<u>\$171.03</u>
<u>Facilities Management - Custodial</u>	<u>62730</u>	<u>Building Maintenance Worker</u>	<u>\$6.58</u>	<u>\$171.03</u>
<u>Fire</u>	<u>66452</u>	<u>Fire Apparatus Technician I</u>	<u>\$1.37</u>	<u>\$35.64</u>
<u>Fire</u>	<u>66453</u>	<u>Fire Apparatus Technician II</u>	<u>\$1.37</u>	<u>\$35.64</u>
<u>Fire</u>	<u>66454</u>	<u>Fire Apparatus Technician III</u>	<u>\$1.37</u>	<u>\$35.64</u>
<u>Flood Control</u>	<u>66406</u>	<u>Automotive Mechanic I</u>	<u>\$10.50</u>	<u>\$273.00</u>
<u>Flood Control</u>	<u>66411</u>	<u>Automotive Mechanic II</u>	<u>\$10.50</u>	<u>\$273.00</u>
<u>Flood Control</u>	<u>62740</u>	<u>Building Maintenance Mechanic</u>	<u>\$7.74</u>	<u>\$201.24</u>
<u>Flood Control</u>	<u>66511</u>	<u>Equipment Operator I</u>	<u>\$4.32</u>	<u>\$112.32</u>
<u>Flood Control</u>	<u>66512</u>	<u>Equipment Operator II</u>	<u>\$4.32</u>	<u>\$112.32</u>
<u>Flood Control</u>	<u>15825</u>	<u>Equipment Parts Storekeeper</u>	<u>\$5.28</u>	<u>\$137.28</u>
<u>Flood Control</u>	<u>62951</u>	<u>Garage Attendant</u>	<u>\$10.50</u>	<u>\$273.00</u>
<u>Flood Control</u>	<u>66451</u>	<u>Heavy Equipment Mechanic</u>	<u>\$11.86</u>	<u>\$308.36</u>
<u>Flood Control</u>	<u>66529</u>	<u>Maintenance & Construction Worker</u>	<u>\$5.49</u>	<u>\$142.74</u>
<u>Flood Control</u>	<u>62731</u>	<u>Senior Building Maintenance Worker</u>	<u>\$5.92</u>	<u>\$153.92</u>
<u>Flood Control</u>	<u>66513</u>	<u>Senior Equipment Operator</u>	<u>\$4.32</u>	<u>\$112.32</u>
<u>Flood Control</u>	<u>66456</u>	<u>Senior Heavy Equipment Mechanic</u>	<u>\$12.54</u>	<u>\$326.04</u>
<u>Flood Control</u>	<u>66441</u>	<u>Truck Mechanic</u>	<u>\$11.86</u>	<u>\$308.36</u>
<u>Housing & Workforce Solutions</u>	<u>66533</u>	<u>Housing Authority Maintenance Worker (D)</u>	<u>\$11.54</u>	<u>\$300.00</u>
<u>Housing & Workforce Solutions</u>	<u>62731</u>	<u>Senior Building Maintenance Worker</u>	<u>\$11.54</u>	<u>\$300.00</u>
<u>Office of Economic Development</u>	<u>62165</u>	<u>CSA Facilities Caretaker</u>	<u>\$5.08</u>	<u>\$132.00</u>
<u>Office of Economic Development</u>	<u>62171</u>	<u>Grounds Worker</u>	<u>\$5.08</u>	<u>\$132.00</u>
<u>Office of Economic Development</u>	<u>66541</u>	<u>Public Works Operator I</u>	<u>\$5.08</u>	<u>\$132.00</u>
<u>Office of Economic Development</u>	<u>66542</u>	<u>Public Works Operator II</u>	<u>\$5.08</u>	<u>\$132.00</u>
<u>Office of Economic Development</u>	<u>62166</u>	<u>Senior CSA Facilities Caretaker</u>	<u>\$5.08</u>	<u>\$132.00</u>
<u>Office of Economic Development</u>	<u>66543</u>	<u>Senior Public Works Operator</u>	<u>\$5.08</u>	<u>\$132.00</u>

<u>Probation</u>	<u>62740</u>	<u>Building Maintenance Mechanic</u>	<u>\$7.23</u>	<u>\$188.00</u>
<u>Probation</u>	<u>54420</u>	<u>Correctional Cook</u>	<u>\$7.85</u>	<u>\$204.00</u>
<u>Probation</u>	<u>54453</u>	<u>Correctional Senior Food Service Worker</u>	<u>\$7.85</u>	<u>\$204.00</u>
<u>Probation</u>	<u>14006</u>	<u>Executive Assistant II</u>	<u>\$20.54</u>	<u>\$534.00</u>
<u>Probation</u>	<u>13929</u>	<u>Executive Secretary</u>	<u>\$20.54</u>	<u>\$534.00</u>
<u>Probation</u>	<u>62141</u>	<u>Gardener</u>	<u>\$7.23</u>	<u>\$188.00</u>
<u>Probation</u>	<u>13439</u>	<u>Human Resources Clerk</u>	<u>\$20.54</u>	<u>\$534.00</u>
<u>Probation</u>	<u>54611</u>	<u>Laundry Worker</u>	<u>\$20.50</u>	<u>\$533.00</u>
<u>Probation</u>	<u>62742</u>	<u>Lead Maintenance Services Mechanic</u>	<u>\$7.23</u>	<u>\$188.00</u>
<u>Probation</u>	<u>13865</u>	<u>Office Assistant II</u>	<u>\$20.54</u>	<u>\$534.00</u>
<u>Probation</u>	<u>13866</u>	<u>Office Assistant III</u>	<u>\$20.54</u>	<u>\$534.00</u>
<u>Probation</u>	<u>57794</u>	<u>Probation Assistant</u>	<u>\$20.54</u>	<u>\$534.00</u>
<u>Probation</u>	<u>79530</u>	<u>Probation Specialist</u>	<u>\$20.54</u>	<u>\$534.00</u>
<u>Probation</u>	<u>15313</u>	<u>Revenue & Recovery Technician II</u>	<u>\$20.54</u>	<u>\$534.00</u>
<u>Probation</u>	<u>15913</u>	<u>Senior Accounting Assistant</u>	<u>\$20.54</u>	<u>\$534.00</u>
<u>Probation</u>	<u>13131</u>	<u>Senior Human Resources Clerk</u>	<u>\$20.54</u>	<u>\$534.00</u>
<u>Probation</u>	<u>15833</u>	<u>Storekeeper</u>	<u>\$20.54</u>	<u>\$534.00</u>
<u>Purchasing & Fleet Services</u>	<u>66406</u>	<u>Automotive Mechanic I</u>	<u>\$11.42</u>	<u>\$297.00</u>
<u>Purchasing & Fleet Services</u>	<u>66411</u>	<u>Automotive Mechanic II</u>	<u>\$11.42</u>	<u>\$297.00</u>
<u>Purchasing & Fleet Services</u>	<u>66412</u>	<u>Automotive Mechanic III</u>	<u>\$11.42</u>	<u>\$297.00</u>
<u>Purchasing & Fleet Services</u>	<u>66417</u>	<u>Automotive Service Writer</u>	<u>\$11.42</u>	<u>\$297.00</u>
<u>Purchasing & Fleet Services</u>	<u>13396</u>	<u>Customer Support Representative II</u>	<u>\$12.87</u>	<u>\$334.62</u>
<u>Purchasing & Fleet Services</u>	<u>62952</u>	<u>Automotive Services Worker</u>	<u>\$11.42</u>	<u>\$297.00</u>
<u>Purchasing & Fleet Services</u>	<u>13417</u>	<u>Fleet Services Assistant</u>	<u>\$11.42</u>	<u>\$297.00</u>
<u>Purchasing & Fleet Services</u>	<u>66416</u>	<u>Fleet Services Technician</u>	<u>\$11.42</u>	<u>\$297.00</u>
<u>Purchasing & Fleet Services</u>	<u>66410</u>	<u>Senior Automotive Mechanic</u>	<u>\$11.42</u>	<u>\$297.00</u>
<u>RUHS</u>	<u>62201</u>	<u>Access Control Technician</u>	<u>\$5.72</u>	<u>\$148.72</u>
<u>RUHS</u>	<u>62711</u>	<u>Air Conditioning Mechanic</u>	<u>\$5.72</u>	<u>\$148.72</u>
<u>RUHS</u>	<u>62740</u>	<u>Building Maintenance Mechanic</u>	<u>\$17.52</u>	<u>\$455.53</u>
<u>RUHS</u>	<u>54431</u>	<u>Cook</u>	<u>\$7.04</u>	<u>\$183.04</u>
<u>RUHS</u>	<u>54430</u>	<u>Cook Assistant</u>	<u>\$7.04</u>	<u>\$183.04</u>
<u>RUHS</u>	<u>54451</u>	<u>Food Services Worker</u>	<u>\$7.48</u>	<u>\$194.48</u>
<u>RUHS</u>	<u>62141</u>	<u>Gardener</u>	<u>\$5.72</u>	<u>\$148.72</u>

<u>RUHS</u>	<u>62142</u>	<u>Grounds Crew Lead Worker</u>	<u>\$5.72</u>	<u>\$148.72</u>
<u>RUHS</u>	<u>62171</u>	<u>Grounds Worker</u>	<u>\$5.72</u>	<u>\$148.72</u>
<u>RUHS</u>	<u>62341</u>	<u>Housekeeper</u>	<u>\$6.16</u>	<u>\$160.16</u>
<u>RUHS</u>	<u>62221</u>	<u>Maintenance Carpenter</u>	<u>\$5.72</u>	<u>\$148.72</u>
<u>RUHS</u>	<u>62231</u>	<u>Maintenance Electrician</u>	<u>\$9.24</u>	<u>\$240.24</u>
<u>RUHS</u>	<u>62735</u>	<u>Maintenance Mechanic</u>	<u>\$5.72</u>	<u>\$148.72</u>
<u>RUHS</u>	<u>62251</u>	<u>Maintenance Painter</u>	<u>\$5.72</u>	<u>\$148.72</u>
<u>RUHS</u>	<u>62271</u>	<u>Maintenance Plumber</u>	<u>\$5.72</u>	<u>\$148.72</u>
<u>RUHS</u>	<u>97351</u>	<u>Medical Electronic Technician</u>	<u>\$10.12</u>	<u>\$263.12</u>
<u>RUHS</u>	<u>13433</u>	<u>Medical Transportation Technician</u>	<u>\$6.90</u>	<u>\$179.49</u>
<u>RUHS</u>	<u>13431</u>	<u>Messenger</u>	<u>\$6.90</u>	<u>\$179.49</u>
<u>RUHS</u>	<u>13865</u>	<u>Office Assistant II</u>	<u>\$6.90</u>	<u>\$179.49</u>
<u>RUHS</u>	<u>13866</u>	<u>Office Assistant III</u>	<u>\$6.90</u>	<u>\$179.49</u>
<u>RUHS</u>	<u>54432</u>	<u>Senior Cook</u>	<u>\$14.08</u>	<u>\$366.08</u>
<u>RUHS</u>	<u>54452</u>	<u>Senior Food Services Worker</u>	<u>\$14.96</u>	<u>\$388.96</u>
<u>RUHS</u>	<u>62751</u>	<u>Stationary Engineers</u>	<u>\$5.72</u>	<u>\$148.72</u>
<u>RUHS</u>	<u>15831</u>	<u>Stock Clerk</u>	<u>\$6.90</u>	<u>\$179.49</u>
<u>RUHS</u>	<u>15833</u>	<u>Storekeeper</u>	<u>\$6.90</u>	<u>\$179.49</u>
<u>Sheriff</u>	<u>52263</u>	<u>Armorer</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>52264</u>	<u>Community Services Officer I</u>	<u>\$17.95</u>	<u>\$466.80</u>
<u>Sheriff</u>	<u>52265</u>	<u>Community Services Officer II</u>	<u>\$17.95</u>	<u>\$466.80</u>
<u>Sheriff</u>	<u>37498</u>	<u>Coroner Technician</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>54453</u>	<u>Correction Senior Food Service Worker</u>	<u>\$25.25</u>	<u>\$656.52</u>
<u>Sheriff</u>	<u>54420</u>	<u>Correctional Cook</u>	<u>\$25.25</u>	<u>\$656.52</u>
<u>Sheriff</u>	<u>62321</u>	<u>Custodian</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>37521</u>	<u>Estate Investigator</u>	<u>\$5.57</u>	<u>\$144.94</u>
<u>Sheriff</u>	<u>15829</u>	<u>Estate Property Technician</u>	<u>\$5.57</u>	<u>\$144.94</u>
<u>Sheriff</u>	<u>37529</u>	<u>Forensic Technician I</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>37531</u>	<u>Forensic Technician II</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>92701</u>	<u>Graphic Arts Illustrator</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>86120</u>	<u>IT Communications Technician I</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>86130</u>	<u>IT Communications Technician II</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>86183</u>	<u>IT User Support Technician II</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>86185</u>	<u>IT User Support Technician III</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>54611</u>	<u>Laundry Worker</u>	<u>\$25.25</u>	<u>\$656.52</u>
<u>Sheriff</u>	<u>92752</u>	<u>Media Production Specialist</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>13818</u>	<u>Sheriff Corrections Assistant I</u>	<u>\$14.19</u>	<u>\$368.99</u>

<u>Sheriff</u>	<u>13819</u>	<u>Sheriff Corrections Assistant II</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>13817</u>	<u>Sheriff Corrections Assistant Trainee</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>13810</u>	<u>Sheriff Court Services Assistant I</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>13811</u>	<u>Sheriff Court Services Assistant II</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>13812</u>	<u>Sheriff Court Services Assistant III</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>13796</u>	<u>Sheriff's 911 Communications Officer I</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>13797</u>	<u>Sheriff's 911 Communications Officer II</u>	<u>\$15.62</u>	<u>\$406.02</u>
<u>Sheriff</u>	<u>13826</u>	<u>Sheriff's 911 Communications Officer II A</u>	<u>\$15.62</u>	<u>\$406.02</u>
<u>Sheriff</u>	<u>13827</u>	<u>Sheriff's 911 Communications Officer II B</u>	<u>\$15.62</u>	<u>\$406.02</u>
<u>Sheriff</u>	<u>13790</u>	<u>Sheriff's Records/Warrants Assistant I</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>13791</u>	<u>Sheriff's Records/Warrants Assistant II</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>13792</u>	<u>Sheriff's Records/Warrants Assistant III</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>52261</u>	<u>Sheriff's Service Officer I</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>52262</u>	<u>Sheriff's Service Officer II</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>15833</u>	<u>Storekeeper</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>13801</u>	<u>Telephone Report Unit Officer I</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>Sheriff</u>	<u>13802</u>	<u>Telephone Report Unit Officer II</u>	<u>\$14.19</u>	<u>\$368.99</u>
<u>TLMA - Aviation</u>	<u>62100</u>	<u>Airport Operations & Maintenance Worker I</u>	<u>\$6.41</u>	<u>\$166.62</u>
<u>TLMA - Aviation</u>	<u>62101</u>	<u>Airport Operations & Maintenance Worker II</u>	<u>\$6.41</u>	<u>\$166.62</u>
<u>TLMA - Aviation</u>	<u>66511</u>	<u>Equipment Operator I</u>	<u>\$6.41</u>	<u>\$166.62</u>
<u>TLMA -Administration</u>	<u>13397</u>	<u>Customer Support Representative III</u>	<u>\$26.92</u>	<u>\$700.00</u>
<u>TLMA -Administration</u>	<u>15820</u>	<u>Senior Support Services Technician</u>	<u>\$26.92</u>	<u>\$700.00</u>
<u>TLMA -Administration</u>	<u>15826</u>	<u>Support Services Technician</u>	<u>\$26.92</u>	<u>\$700.00</u>
<u>Transportation</u>	<u>66501</u>	<u>Bridge Crew Worker</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>54431</u>	<u>Cook</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>97421</u>	<u>Engineering Aide</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>97431</u>	<u>Engineering Technician I</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>97432</u>	<u>Engineering Technician II</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66511</u>	<u>Equipment Operator I</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66512</u>	<u>Equipment Operator II</u>	<u>\$7.81</u>	<u>\$203.06</u>

<u>Transportation</u>	<u>62931</u>	<u>Equipment Tire Installer</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>62951</u>	<u>Garage Attendant</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66451</u>	<u>Heavy Equipment Mechanic</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>62202</u>	<u>Laborer</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66504</u>	<u>Lead Bridge Crew Worker</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66582</u>	<u>Lead Traffic Control Painter</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66592</u>	<u>Lead Tree Trimmer</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66529</u>	<u>Maintenance & Construction Worker</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>62901</u>	<u>Mechanics Helper</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>97433</u>	<u>Senior Engineering Technician</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>97437</u>	<u>Senior Engineering Technician - PLS/PE</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66513</u>	<u>Senior Equipment Operator</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66455</u>	<u>Senior Heavy Equipment Mechanic</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>62794</u>	<u>Senior Machinist - Welder</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>97382</u>	<u>Senior Traffic Signal Technician</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66580</u>	<u>Sign Maker</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66581</u>	<u>Traffic Control Painter</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>97381</u>	<u>Traffic Signal Technician</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>15823</u>	<u>Transportation Warehouse Worker I</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>15822</u>	<u>Transportation Warehouse Worker II</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66591</u>	<u>Tree Trimmer</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Transportation</u>	<u>66441</u>	<u>Truck Mechanic</u>	<u>\$7.81</u>	<u>\$203.06</u>
<u>Waste Resources</u>	<u>66406</u>	<u>Automotive Mechanic I</u>	<u>\$31.12</u>	<u>\$809.08</u>
<u>Waste Resources</u>	<u>66411</u>	<u>Automotive Mechanic II</u>	<u>\$31.12</u>	<u>\$809.08</u>
<u>Waste Resources</u>	<u>66502</u>	<u>Crew Lead Worker</u>	<u>\$9.74</u>	<u>\$253.36</u>
<u>Waste Resources</u>	<u>97421</u>	<u>Engineering Aide</u>	<u>\$9.74</u>	<u>\$253.36</u>
<u>Waste Resources</u>	<u>97431</u>	<u>Engineering Technician I</u>	<u>\$9.74</u>	<u>\$253.36</u>
<u>Waste Resources</u>	<u>97432</u>	<u>Engineering Technician II</u>	<u>\$9.74</u>	<u>\$253.36</u>
<u>Waste Resources</u>	<u>62920</u>	<u>Equipment Maintenance Worker</u>	<u>\$9.74</u>	<u>\$253.36</u>
<u>Waste Resources</u>	<u>66511</u>	<u>Equipment Operator I</u>	<u>\$16.23</u>	<u>\$422.08</u>
<u>Waste Resources</u>	<u>66512</u>	<u>Equipment Operator II</u>	<u>\$16.23</u>	<u>\$422.08</u>
<u>Waste Resources</u>	<u>15824</u>	<u>Equipment Parts Helper</u>	<u>\$9.74</u>	<u>\$253.36</u>
<u>Waste Resources</u>	<u>13417</u>	<u>Fleet Services Assistant</u>	<u>\$10.36</u>	<u>\$269.28</u>
<u>Waste Resources</u>	<u>62951</u>	<u>Garage Attendant</u>	<u>\$31.12</u>	<u>\$809.08</u>
<u>Waste Resources</u>	<u>13325</u>	<u>Gate Services Assistant</u>	<u>\$10.36</u>	<u>\$269.28</u>
<u>Waste Resources</u>	<u>73561</u>	<u>Hazardous Waste Inspector I</u>	<u>\$28.22</u>	<u>\$733.75</u>
<u>Waste Resources</u>	<u>73562</u>	<u>Hazardous Waste Inspector II</u>	<u>\$28.22</u>	<u>\$733.75</u>
<u>Waste Resources</u>	<u>66451</u>	<u>Heavy Equipment Mechanic</u>	<u>\$31.12</u>	<u>\$809.08</u>

<u>Waste Resources</u>	<u>66529</u>	<u>Maintenance & Construction Worker</u>	<u>\$16.23</u>	<u>\$422.08</u>
<u>Waste Resources</u>	<u>62901</u>	<u>Mechanics Helper</u>	<u>\$31.12</u>	<u>\$809.08</u>
<u>Waste Resources</u>	<u>97433</u>	<u>Senior Engineering Technician</u>	<u>\$9.74</u>	<u>\$253.36</u>
<u>Waste Resources</u>	<u>66513</u>	<u>Senior Equipment Operator</u>	<u>\$16.23</u>	<u>\$422.08</u>
<u>Waste Resources</u>	<u>13325</u>	<u>Senior Gate Services Assistant</u>	<u>\$10.36</u>	<u>\$269.28</u>
<u>Waste Resources</u>	<u>73563</u>	<u>Senior Hazardous Waste Inspector</u>	<u>\$28.22</u>	<u>\$733.75</u>
<u>Waste Resources</u>	<u>66455</u>	<u>Senior Heavy Equipment Mechanic</u>	<u>\$31.12</u>	<u>\$809.08</u>
<u>Waste Resources</u>	<u>66441</u>	<u>Truck Mechanic</u>	<u>\$31.12</u>	<u>\$809.08</u>