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

ITEM: 3.27
(ID # 29308)
MEETING DATE:
Tuesday, November 18, 2025

FROM : HUMAN RESOURCES

SUBJECT: HUMAN RESOURCES: Approval of the 2025 – 2028 MOU between the County of Riverside and the Riverside Sheriffs' Association Public Safety Unit, and amend Ordinance No. 440 pursuant to Resolution No. 440-9514 submitted herewith, All Districts. [Total Cost - $ 28,243,416, Ongoing Cost $ 16,281,608 – Departmental Budgets (73%), NCC (27%)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the 2025 – 2028 Tentative Agreement between the Riverside Sheriffs' Association Public Safety Unit (RSA-PSU) and the County of Riverside.

2. Amend Ordinance No. 440 pursuant to Resolution No. 440-9514.

ACTION:

Tami Douglas-Schatz
Tami Douglas-Schatz, Director of Human Resources 11/7/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	None
Date:	November 18, 2025
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	$ 3,322,408	$ 10,068,926	$ 28,243,416	$ 16,281,608
NET COUNTY COST	$ 897,050	$ 2,718,610	$ 7,625,722	$ 4,396,034
SOURCE OF FUNDS: Departmental Budget (73%), NCC (27%)			**Budget Adjustment: No**	
			For Fiscal Year: 25/26 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside Sheriffs' Association Public Safety Unit (RSA-PSU) represents approximately 550 Probation employees. The Board previously agreed to a five-year contract with RSA/PSU from October 27, 2020, through October 22, 2025. The parties have been engaged in ongoing negotiations since July 2025 and, by mutual agreement, have reached a Tentative Agreement subject to approval by the Board of Supervisors. The cost of the Agreement does not exceed the parameters given by the Board of Supervisors. The County was notified on November 4, 2025, that the Tentative Agreement was ratified by RSA-PSU by a vote of their membership.

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

- The term of the new agreement is October 2025 – June 2028
- Effective December 11, 2025, classifications in this bargaining group will receive market adjustments as outlined in Appendix A.
- General Salary Range increases as follows:
    - Effective January 8, 2026, the minimum and maximum of the range of all classifications in the bargaining unit shall increase five percent (5.0%); on that same date, all employees in the bargaining unit will receive a five percent (5.0%) general salary increase not to exceed the maximum of the new salary range.
    - Effective January 7, 2027, the minimum and maximum of the range of all classifications in the bargaining unit shall increase four and one fourth percent (4.25%); on that same date, all employees in the bargaining unit will receive a four and one fourth percent (4.25%) general salary increase not to exceed the maximum of the new salary range.
    - Effective January 6, 2028, the minimum and maximum of the range of all classifications in the bargaining unit shall increase four percent (4.0%); on that same date, all employees in the bargaining unit will receive a four percent (4.0%) general salary increase not to exceed the maximum of the new salary range.
- Modified Monthly Flexible Benefit Contributions as follows:

  - Employee Only - $969.06 (December 2025); $1,017.52 (2026); $1,068.40 (2027).
  - Employee Plus One - $1,671.06 (December 2025); $1,771.06 (2026); $1,871.06 (2027).
  - Employee Plus Family - $2,087 (December 2025); $2,187 (2026); $2,287 (2027).
- Shift Differential
  - Evening Shift - Applicable period changed from hours between 3:00 p.m. and 11:00 p.m. to hours between 6:00 p.m. and 11:00 p.m. and compensation increase from $0.60 per hour to $1.30 per hour actually worked.
  - Night Shift - Applicable period changed from hours between 11:00 p.m. and 7:00 a.m. to hours between 11:00 p.m. and 6:00 a.m. and compensation increase from $1.20 per hour to $1.90 per hour actually worked.
- Bilingual – modified compensation from hours worked to per period.
- Differentials
  - Armed Duty Assignment – Increase from $2.00 to $2.50 per hours worked for eligible employees.
  - Placement Unit Assignment – Increase from $2.00 to $2.50 per hours worked for eligible employees.
  - Training Officer Pay (New) – $2.50 per hours worked for eligible employees.
  - Instructor Pay (New) – $2.50 per hours worked for eligible employees.
- Various adjustments to Uniform allowances.
- Increase Life Insurance from $10,000 to $50,000.

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 $3,322,408 for the balance of this fiscal year. The total cost of the MOU is projected to cost $28,243,416. Below are the projected costs itemized (compounded over the life of the contract). The projected annual ongoing cost at the end of the contract is $16,281,608.

		Projected Costs
Salary Market Adjustment:	$	6,791,189
Cost of Living Increase:	$	17,595,231
Medical Benefit Increase:	$	3,225,848
Various Miscellaneous Items:	$	631,148
Total	**$**	**28,243,416**

ATTACHMENTS:

ATTACHMENT A:	Memorandum of Understanding between RSA Public Safety Unit and the County of Riverside (Clean)
ATTACHMENT B:	Memorandum of Understanding between RSA Public Safety Unit and the County of Riverside (Track Changes)
ATTACHMENT C:	Resolution No. 440-9514

Attachment C

REVISED

RESOLUTION NO. 440-9514

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on November 18, 2025, that pursuant to Section 8(c) of Ordinance No. 440, the Director of Human Resources is authorized to amend the Class and Salary Listing of Ordinance No. 440, operative *December 11, 2025,* as follows:

Job Code	Class Title	From Salary Plan/Grade	To Salary Plan/Grade
79531	Deputy Probation Officer I	ERSP 120	ERSP 121
79532	Deputy Probation Officer II	RSP 140	RSP 171
52411	Probation Corrections Officer I	ERSP 106	ERSP 107
52412	Probation Corrections Officer II	RSP 123	RSP 124
52413	Senior Probation Corrections Officer	RSP 143	RSP 144
79533	Senior Probation Officer	RSP 170	RSP 196
52414	Supervising Probation Corrections Officer	RSP 195	RSP 216
79534	Supervising Probation Officer	RSP 215	RSP 220

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Board of Supervisors **County of Riverside**

RESOLUTION NO. 440-9514

ADOPTED by Riverside County Board of Supervisors on November 18, 2025.

ROLL CALL:

Ayes:	Medina, Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	None
Abstain:	None

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

KIMBERLY A. RECTOR, Clerk of said Board

By: _____

Deputy

11/18/2025 Item 3.27

MEMORANDUM OF UNDERSTANDING

2025 - 2028

COUNTY OF RIVERSIDE

AND

RIVERSIDE SHERIFFS' ASSOCIATION, INC.
PUBLIC SAFETY UNIT

11/18/2025 Item 3.27

This Memorandum of Understanding is dedicated to the memory of

Senior Probation Officer Travis Zmotony,

whose steadfast commitment to his colleagues, the department, and the community set an enduring example of leadership and integrity.

As a dedicated union representative, Travis worked tirelessly to ensure fairness, respect, and unity among staff. His professionalism, compassion, and unwavering advocacy left a lasting impact on all who had the privilege of working alongside him. Travis's legacy of service and dedication continues to inspire us, reminding us of the importance of standing together, supporting one another, and leading with heart.

In grateful remembrance of Senior Probation Officer Travis Zmotony.

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DEFINITIONS

Anniversary date shall mean the date upon which a merit increase in salary 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.

Continuous service, continuous employment, and similar terms, shall mean the continuing service of a permanent employee in a continuing payroll status, without interruption except for authorized leave of absence.

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

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

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

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

Paid Status shall mean compensation paid to an employee for hours worked, from accrued leave banks such as vacation, sick, holiday, and/or comp time, or for time spent on leave per Labor code section 4850. An employee shall not be considered in paid status if the employee is off work and receiving payments from Short-term, Long-term disability or Workers' Compensation TTD (following completion of leave per Labor Code Section 4850). However, if during any pay period while an employee is receiving such payments, and the employee also supplements their pay by using accrued paid leave, the employee shall be considered in a paid status for the pay period.

An employee must be in paid status to earn paid leave accruals and receive County contributions to health insurance.

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

Pay period means fourteen (14) calendar days from Thursday (starting at midnight Wednesday) to midnight of the second (2^{nd}) Wednesday thereafter.

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

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

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

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

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 employee means a holder of a regular position.

Regular position means a position established pursuant to the applicable Salary Ordinance on an ongoing basis, as distinct from a temporary position.

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

Working day means each calendar day on which an employee performs a normal working shift, and including holidays as specified herein, which fall on days of their normal working shift.

ARTICLE I
TERM

Section 1. Term

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Riverside Sheriffs' Association (hereinafter referred to as RSA) as the Exclusive Employee Organization for employees in the representation unit described under Article II, Recognition. The RSA Public Safety Unit (PSU) MOU will be in effect from, October 23, 2025 until June 30, 2028. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective December 11, 2025.

Section 2. Successor Agreement

In the event either party desires to negotiate a successor MOU, such party shall, no more than six (6) months prior to the expiration of the current terms and conditions of employment, request to commence negotiations.

Section 3. Operational Side Group

A. The parties acknowledge that there is an operational side group working on resolution of Institution training and Equipment Work Group.

ARTICLE II
RECOGNITION

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

52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer
52414	Supervising Probation Corrections Officer
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

ARTICLE III
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

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

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where RSA requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

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

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

C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.

D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

ARTICLE IV
COMPENSATION AND BENEFIT INCREASES

Section 1. Wages

A. Effective December 11, 2025, the ranges for classifications in this bargaining unit will be modified as set forth in Appendix A.

B. Effective January 8, 2026, the minimum and maximum of the range of all

classifications in the bargaining unit shall increase five percent (5.0%). In addition, all employees in the bargaining unit will receive a five percent (5.0%) base salary 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 five percent (5.0%).

C. Effective January 7, 2027, the minimum and maximum of the range of all classifications in the bargaining unit shall increase four and one-quarter percent (4.25%). In addition, all employees in the bargaining unit will receive a four and one-quarter percent (4.25%) base salary 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 and one-quarter percent (4.25%).

D. Effective January 6, 2028, the minimum and maximum of the range of all classifications in the bargaining unit shall increase four percent (4.0%). In addition, all employees in the bargaining unit will receive a four percent (4.0%) base salary 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%).

ARTICLE V
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. Work-Period. Employees in this unit are subject to the partial overtime exemption under section 207(k) of the FLSA because they engage in law enforcement activities; employees shall have an FLSA work period of fourteen (14) days.

B. Work Schedules

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

1. The 5/40 schedule (five eight-hour days per work week).

2. The 9/80 schedule (four nine-hour days per work week and one alternating eight-hour day/regular day off). Employees who have an FLSA workweek (as

opposed to those on a 14-day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight-hour workday.

3. The 4/10 schedule (four ten-hour days per work week).

4. The 3/12 schedule (three twelve-hour days per work week and one alternating eight-hour day every other week). Employees who have an FLSA workweek (as opposed to those on a fourteen (14)-day FLSA Work Period) have a work week designated as beginning four (4) hours after the start time on their alternating eight (8) -hour workday.

    a. Employees may also be assigned to work seven (7) twelve (12) hour shifts (referred to as the 3/12-4/12 work schedule) during the 14-day FLSA work period.

Note: It is not the intent of the Department to change an individual employee's work schedule (i.e., type of work schedule as described above) in the institutions unless it is for operational reasons. The operational reasons will be communicated to the employee. The Department shall notify the employee at least 14 calendar days prior to a work schedule change.

C. Turn Around Time

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

Section 2. Overtime

An employee who works outside their normal shift within the 14-day FLSA work period cannot be mandated to flex their time.

A. Overtime Work Defined. Overtime shall be paid at time and one half (1.5) and calculated as follows:

1. At each employee's regular rate of pay as defined by the FLSA for actual hours worked in excess of eighty-six (86) hours in the 14-day FLSA work period; and

2. At each employee's base hourly rate of pay for all hours worked in excess of eighty (80) hours in the 14-day FLSA work period. In paying and calculating such overtime, all forms of leave, with the exception of sick leave, shall be regarded as time worked for the purposes of determining eligibility for overtime compensation.

B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Department Head or a designated subordinate.

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

C. Departmental Records. Each department head or designee shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each work week, with justification in each case, and shall also include compensatory time off. Employees are required to complete their time records accurately.

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

D. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The Auditor shall maintain the record of overtime credit at one and one-half times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.

E. Compensation for Overtime Work. Employees who work overtime may accrue compensatory time off or be paid overtime pay at the option of the employee. Once an employee has accrued 120 hours of compensatory time off any overtime worked must be paid until the employee's compensatory time off bank is reduced below 120 hours. Upon separation of employment, accrued compensatory time off shall be paid to the employee at the rate required by law.

1. Employees may use their accrued compensatory time off by providing reasonable notice. A request to use compensatory time off which was requested with reasonable notice will not be denied unless the request would be unduly disruptive to the department.

F. Fringe Benefits not Affected by Overtime. Overtime work shall not count as hours worked for the purpose of increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or merit increase.

G. The Human Resources Director and County Counsel shall determine which classes of positions are exempt from the overtime provisions of the Fair Labor Standards Act.

H. Declared Natural Disaster. In the event and during the period of an officially declared natural disaster affecting any portion of the County of Riverside, and notwithstanding any other provision of this 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 times the hourly rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

Section 3. Premium Pay

A. Standby Duty. Unless otherwise specifically provided, when placed by the department head or designee specifically on standby, an employee otherwise off duty shall be paid one (1) hour pay at the base rate of pay for eight (8) hours of standby duty. Said compensation shall be in addition to said employee's regular salary entitlement. The compensation shall cease when said employee physically reports to work and shall resume at the completion of the call-out work. Worksite, for the purposes of this Section, shall mean the location an employee is required to physically report to in order to complete the work assigned. The standby duty shall not cease if an employee is able to complete the required work remotely without having to physically report to a worksite. All standby duty premium shall cease at the end of the standby duty shift.

1. Employees assigned to standby are subject to the following requirements:

   a. Be ready to respond immediately to calls for service;

   b. Remain in the general vicinity of their home or worksite during the standby period;

   c. Refrain from intoxicants or other activities, which might impair the ability to perform assigned duties;

   d. Arrange their personal affairs to ensure their immediate response to a call out; employees are expected to respond to or be in route to the worksite within thirty (30) minutes of notification; and

   e. Notify their supervisor immediately if they are unable to be on standby due to an unforeseen emergency.

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

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

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

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

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

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

C. After Hours Call-Outs. Any employee, who is called in for duty outside of their normal duty hours, whether or not they are on-call, shall receive compensation beginning at the time they receive the phone call, regardless of whether they must don uniform or personal safety equipment at their home. At the completion of their call-out assignment, employees will continue to be compensated until they return to

their duty station in order to unload their vehicles and doff their uniforms and personal safety equipment. Employees will not be compensated for their time spent commuting from their duty station to their residence.

D. 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 shall be paid an evening shift 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.

E. Bilingual Pay

1. Bilingual Pay Scope

Employees assigned to routinely and consistently perform communication skills in languages other than English and have passed the test, are eligible for bilingual pay.

2. Eligibility Factors:

a. Incumbents assigned to provide bilingual services; and

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

3. Testing

a. Testing shall be done while employees are in paid status but shall be at a time determined to be acceptable to the County.

b. To ensure that employees are maintaining their bilingual skills, employees eligible for bilingual pay may be required to retest every two (2) years to continue to receive the pay. Testing is done during work time.

4. Skill levels

a. Definitions of Skill Levels:

b. Employees must possess an appropriate proficiency certification from the County Human Resources Department for the skill level

demonstrated.

1. Level 1: Basic Oral Communication/Reading Examination. Employees at this level demonstrate proficiency in reading and speaking in both English and a second language.

2. Level 2: Written Examination
Employees at this level demonstrate proficiency in reading, speaking, and writing in both English and a second language.

3. Level 3: Complex Level Written Examination
Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language using medical or legal terminology in a specific medical or legal environment (e.g., hospital, courtroom, etc.).

5. Compensation

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

a. Level 1: Forty Dollars ($40.00) per pay period

b. Level 2: Sixty Dollars ($60.00) per pay period

c. Level 3: Eighty Dollars ($80.00) per pay period

This pay will not be paid in any pay period if the employee is in unpaid status for the entire pay period.

6. Continued Eligibility for Bilingual Pay.

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

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

A break in continuous service, as defined in this MOU, shall require the

employee to become recertified for the appropriate bilingual skill level upon re-hire should the department head or designee designate the position for bilingual assignment.

F. Extradition Pay. Employees assigned to extradite (movement to or from one jurisdiction to another) in custody clients shall be paid:

1. For all hours spent with the client in their custody;

2. For waiting time, if upon arriving at the other jurisdiction at the assigned time for pick-up of the client they are required to wait for the release of the client, provided that they first advise the Department of the delay and are instructed to wait, but in no event shall waiting time exceed their regular daily hours of work;

3. With respect to travel without the client in their custody to or from the other jurisdiction to either pick up the prisoner or to return to Riverside County after having delivered the prisoner:

   a. For all travel time spent driving, provided that they are instructed to drive to pick up or deliver the client, less normal commuting time and meal time;

   b. For all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and mealtime; or

   c. During their regular working hours, even on a day when the employee is not scheduled to work, if the assignment involves an overnight stay and they travel as a passenger on an airplane, train, boat, bus, or automobile, less normal mealtime. The employee shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.

4. At overtime rates (as addressed in Article V, Section 2A) if applicable, in the event that the extradition assignment causes an employee to work in excess of their regularly scheduled hours.

5. When an overnight stay is necessary, lodging shall be provided by single occupancy accommodations (one employee per room).

G. Armed Duty Assignment

Employees authorized to carry a firearm and assigned to armed assignments designated by the Chief or their designee, shall receive additional pay of two dollars and fifty cents ($2.50) per hour for actual hours worked, including overtime in this assignment. The additional pay shall not apply to sick, vacation, or other leave hours utilized while in the designated armed assignment. Furthermore, overtime worked in an unarmed assignment shall not be eligible for this premium pay.

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

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

Employees assigned to the Armed Duty Assignment will be provided with new ID cards indicating that per Penal Code Section 25450 they are exempt from Penal Code section 25400.

H. Education Incentive for Probation Corrections Officer, Senior Probation Corrections Officer, and Supervising Probation Corrections Officer

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

2. Bachelor's Degree – Any Probation Corrections Officer, Senior Probation Corrections Officer or Supervising Probation Corrections Officer who possesses or earns a bachelor's degree from an accredited university or college shall be paid a premium equivalent to four percent (4%) of the employee's base hourly rate of pay for all hours actually worked, not exceeding eighty (80) hours per pay period, upon presentation of proof that the employee holds such degree.

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

J. Placement Unit Assignment (Unit 12, 16, and 18): Deputy Probation Officers and Senior Probation Officers assigned to the placement units designated by the Chief or their designee, shall receive additional pay of $2.50 per hour for actual hours worked, including overtime and training, in the designated placement assignment. The additional pay shall not apply to sick, vacation, or other leave hours utilized while in the designated placement assignment. Furthermore, overtime worked in a non-placement assignment shall not be eligible for this premium pay.

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

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

K. Training Officer Pay.

Any employee who has successfully completed the training officer program and is assigned as a Training Officer shall be compensated two dollars and fifty cents ($2.50) per hour for all time actually worked as a Training Officer; i.e., when a trainee is actually assigned. These employees are routinely and consistently assigned to train employees. Training Officer pay shall not apply to supervisory classifications.

L. Instructor Pay.

Any employee who is assigned to teach a class for the department shall be compensated two dollars and fifty cents ($2.50) per hour for all time actually worked as an Instructor; i.e., when the employee is actually teaching the class, not for prep time for the class. These employees are routinely and consistently assigned to instruct employees.

ARTICLE VI
PAY PRACTICES

Section 1. Advancement on the Range

A. Each salary range shall contain a minimum and maximum salary amount where an employee's placement within the range will be identified by the employee's salary amount.

Every anniversary salary increase shall be in 4% increments except when there is less than four percent (4%) remaining on the salary range. If there is less than four percent (4%) remaining on the salary range, the merit increase shall be to the maximum of the salary range in their classification.

B. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of twenty-six (26) pay periods in a paid status in the position not including overtime.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of thirteen (13) pay periods in a paid status in the position not including overtime.

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

The second anniversary date shall be the first day of the pay period following the completion of an additional twenty-six (26) pay periods in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

C. Two pay periods before the anniversary date of each employee holding a regular position, except as to an employee compensated at the maximum rate of the range, the Human Resources Director shall inform the department head in writing on an appropriate form that the employee will be eligible for salary increase.

Prior to the anniversary date the department head, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form whether or not the department head allows the increase. If the increase is disallowed, the form shall contain the signature of the employee acknowledging notice of the disallowance and the reasons therefore. The department head may disallow a range increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee. The Human Resources Director shall promptly act on each increase allowed and the employee shall be paid at the increased rate from the anniversary date. If, through error, the anniversary date of an employee is overlooked or a notice herein required is delayed or omitted, a resulting failure to increase the compensation may be cured by then taking the action hereinabove required, provided the same is completed within the next two pay periods after said action should have been taken, and the employee shall be paid at the increased rate from the anniversary date. If the department head disallows such increase, the department head shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the department head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of the department head, which shall be made only on the basis of continued satisfactory performance in the position.

Section 2. New Employees

A. Except as otherwise provided by this MOU, a new employee, shall be appointed at the minimum of the range of the salary plan/grade. The Department Head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any rate on the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced rate proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such rate higher than the minimum of the range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the rate so authorized to the same or one of said higher rate, fixing the minimum initial salary on such advanced rate. The anniversary date shall be the first day of the pay period which is not less than twenty-six pay periods in a paid status thereafter, not including overtime. When such an incumbent employee is already on that rate, their anniversary date shall not change.

Section 3. Re-employment

A. Upon recommendation of the department head or designee and approval of the Human Resources Director, a former regular employee may be re-employed in the same class of position, which they previously occupied, at the same rate of the salary range as the rate applicable at the time of his termination, provided they were terminated in good standing.

B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this MOU.

C. Whenever a former regular employee is or has been re-employed within three (3) months after termination they may, on recommendation of the department head or designee and with the approval of the Human Resources Director and the County Executive Officer, be allowed accrued sick leave not exceeding the amount thereof which was lost and to earn vacation at the rate at which they were earning at the time of termination. The anniversary date for range adjustment may be expressly fixed, subject to other provisions of this MOU relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of service prior to said termination.

D. Re-employment of Retired Persons. An employee who is retired under the California Public Employees' Retirement System 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 California Public Employees' Retirement Law for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or re-employment for up to one hundred twenty (120) calendar days or nine hundred sixty (960) hours in any fiscal year, without loss of benefits, as specified by 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 California Public Employees' Retirement System 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 new salary shall be at a rate on the new salary plan/grade, which is five and a half percent (5.5%) higher than that paid on the salary plan/grade of the former position where the new salary plan/grade is able to accommodate the increase. If the new salary plan/grade is unable to accommodate the increase the rate shall be to the maximum of the of the new salary plan/grade.

The effective date of all promotions shall coincide with the first day of a pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.

Section 5. Transfer

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

Section 6. Demotion

A. On demotion, the salary shall be placed at a rate that will result in a five and a half percent (5.5%) reduction in compensation on the demoted salary plan/grade as was applicable to the previous salary plan/grade. If the salary plan/grade of the demoted classification is unable to accommodate the reduction, the rate shall be to the maximum of the range of the demoted classification. The anniversary date shall not change. The effective date of all demotions shall coincide with the first day of a pay period.

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

Section 7. Reclassification

A. The salary of an incumbent of a position reclassified to a class on the same salary range shall not change. The anniversary date shall not change.

B. The salary of an incumbent of a position reclassified to a class on a higher salary plan/grade shall be at the rate of five and a half percent (5.5%) higher than that paid on the salary plan/grade of the former position, where the new salary plan/grade is able to accommodate the increase. If the salary plan/grade of the reclassified classification is unable to accommodate the increase the rate shall be to the maximum of the range of the reclassified classification.

C. The anniversary date shall be determined in accordance with this Article, except that the first anniversary date following a reclassification to a classification on a higher salary plan/grade shall be determined in accordance with this MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of thirteen (13) pay periods in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following the completion of each additional twenty-six (26) pay periods in a paid status.

D. The salary of an incumbent of a position reclassified to a class on a lower salary range/grade shall not change unless such salary would exceed the maximum of the new salary plan/range, in which event it shall be reduced to the maximum. The anniversary date shall not change.

E. The effective date of a reclassification shall coincide with the first day of a pay period.

Section 8. Temporary Promotion

A regular employee may be promoted on a temporary basis (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 merit increase which would have been due in their regular position shall be allowed.

Section 9. Conformance to Plan

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

ARTICLE VII
GENERAL PERSONNEL PROVISIONS

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 26 pay periods in paid status.

C. Extension of Probation. Any probationary period of an employee may be extended by the employing department head with the approval of the Human Resources Director. Extensions of a probationary period must be approved by the Human Resources Director or a designee in writing at least one (1) pay period before the end of the existing probationary period. Approval is made on a case-by-case basis and only for rare and extenuating circumstances. The employee must be notified in writing of the extension prior to the expiration of the existing probationary period.

Any probationary period may be extended up to two (2) times (seven (7) pay periods followed by six (6) pay periods, i.e., not to exceed a total probationary extension of thirteen (13) pay periods). If an employee changes classification by promotion, transfer or demotion during extension of probation may also be made in the class to which promoted, transferred or demoted.

D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new twenty-six (26) pay period initial probationary period following such promotion, demotion, or transfer. The twenty-six (26) pay periods 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.

E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first twenty-six (26) pay periods of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary shall be the same rate (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment and excluding merits/anniversary increases) which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be re-determined based on the number of pay periods of service the employee had at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence. An employee returned to a previously held classification in accordance with this provision is not entitled to the review procedure provided for in this MOU.

F. Employment of Relatives. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; However, in no instance, shall a County officer or employee execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion or work assignments) specifically pertaining to another County employee who is related within the first degree of consanguinity whether by blood or marriage. Whether by blood or marriage shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

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

Section 2. Retirement

The following classifications:

Class Code	Title
52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer
52414	Supervising Probation Corrections Officer
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

shall be entitled to enroll in the PERS Safety Retirement System.

A. For "Classic Member" Safety Employees

1. Retirement Formula: The County contracts with CalPERS to provide the 3% at 50 (Tier 1) retirement formula for all safety employees hired before August 23, 2012 as set forth in California Government Code Section 21362.2. For employees hired on or after August 23, 2012 who are not "new members as defined in the PEPRA, the County contracts with CalPERS to provide the 2% at 50 (Tier 2) retirement formula as set forth in California Government Code Section 21362.

2. Retirement Benefit Calculation Period: The County's contract with CalPERS provides for the "Single Highest Year" retirement benefit for which "classic member" employees hired prior to August 23, 2012 in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS. For employees hired on or after August 23, 2012 who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.

3. Payment of Employee/Member Contribution: Classic members pay their 9% Member Contribution. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

B. For "New Members" As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7%@ 57 formula (Tier 3) provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

2. Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

C. Optional Benefits:

1. Purchase of Military Service Credit as Public Service. Pursuant to Government Code Section 21024 of Public Employees' Retirement Law, an employee may elect to purchase up to four (4) 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.

2. 1959 Survivor Allowance – Indexed Level. The provisions of Government Code Section 21574.5 of the California Public Employees' Retirement Law shall apply to safety employee members.

3. Pre-Retirement Optional Settlement 2 Death Benefit. The provisions of Government Code Section 21548 of the California Public Employees' Retirement Law (Pre-Retirement Optional Death Benefit) shall be applicable to safety employee members of the Law Enforcement Unit.

4. Post-Retirement Survivor Allowance. Pursuant to the provisions of Government Code 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 4. Mileage Reimbursement

Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Adjustments to

the County Rate, if any, shall be made pursuant to and concurrent with the IRS rate changes.

Section 5. Merit Systems/Veterans Preference

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

Section 6. Electronic Fund Deposit of Payroll

Employees shall be required to receive payroll funds by electronic deposit.

Employees shall receive a Statement of Earnings (pay stub) through an electronic pay advice system. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs.

Section 7. Retiree ID Cards

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

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

ARTICLE VIII
LEAVE PROVISIONS

Section 1. Sick Leave

A. Accrual

Employees in 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. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled.

B. Proof of Illness

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

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

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

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

C. Reporting Requirements. An employee reporting off work for sick leave usage shall call the employee's supervisor or designee no less than one (1) hour before (subject to extenuating circumstances) the employee's scheduled starting time.

D. Reason for Usage. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the employee. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for an employee's family member, as defined under applicable law.

E. Payout for Sick Leave. Upon retirement, disability retirement or death of an employee or officer, half of unused accumulated sick leave shall be paid for at the rate of one hundred (100%) percent of the current salary value thereof for each such person who has had five full years of service in a payroll status, provided however that the total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

Section 2. Return to Work Following Injury

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

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

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

Section 3. Bereavement Leave

The County agrees to allow up to five days of leave, three of which will be paid and the additional two days to be deducted from the employees' sick leave. Eligible employees must be in an active payroll status and be compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparent, grandchild, or step-relationships of the same categories. The County has the right to require proper documentation in support of the requested leave.

Section 4. Fitness for Duty

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

A. Request, at County expense, to be referred to a County designated health care provider or to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.

B. Be evaluated by a physician or other person legally authorized to provide health care services of the employee's choosing at the employee's expense, in the specialty designated by the County Employee Health Medical Director, to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department. Subject to the County Employee Health Medical Director's approval, the selected physician or other person legally authorized to provide health care services must be certified.

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

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

Section 5. Leave Without Pay/Official Leave of Absence

A department leave of absence or an official leave of absence without pay may be granted for the following reasons:

A. Illness or disability when sick leave has been exhausted;

B. To take a course of study which will increase the employee's usefulness on return to the County; or

C. Personal reasons acceptable to the authority whose approval is required;

1. Department Leave. Department leave of absence up to one hundred sixty (160) hours 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 Without Pay via the department's payroll. The department head may require the leave without pay to be for a specified period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation or other evidence substantiating the leave as required by the Department Head.

   An employee on leave without pay for illness or disability reasons will be required to present a return-to-work statement from the attending physician releasing the employee to full duty, prior to being allowed to return to work.

2. Official leave of absence. A regular employee may request an Official leave of absence without pay exceeding one hundred sixty (160) hours, but not exceeding one (1) year (two thousand eighty (2080) hours). Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written

recommendation of the department head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources Department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the 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 department head may require two weeks advance notice of the employee's intention to return.

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending physician releasing the employee to full duty, prior to being allowed to return to work.

The Human Resources Director shall be promptly notified of the return of any employee from an official leave of absence without pay. The Board of Supervisors shall have the right to cancel or revoke a leave of absence previously granted.

Section 6. Military Leave

Absences on account of military duty are governed by provisions of the law.

Section 7. Jury Duty

A. An employee who is called for jury duty shall be compensated (as though they were working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours.

B. If a unit member is required to be absent from work to report for jury duty, the employee will notify their supervisor of the absence as soon as possible, including, a voice or text message the night before if the employee finds out that they must report the next day.

C. An employee on jury duty must either return to work after the jury service is done for the day if there are still four (4) hours or more left on their shift or call in to their supervisor and ask to use leave to cover the rest of their shift. If there are less than four (4) hours left on the employee's shift, the employee

will be considered to have completed their shift and remain on paid status for the remainder of the scheduled shift and does not need to return to work.

D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.

E. An employee who is scheduled for a swing or graveyard shift on a day they are called to jury service will be authorized to request to change their work hours in order to report to jury service under the same provisions of a-c above.

F. An employee who is called to jury duty will not be subject to working their full graveyard or swing shift if there is not a minimum of eight (8) hours before or after assigned jury duty. If there is less than eight (8) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave 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 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 time subject to supervisor approval.

G. Any employee called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if they use County transportation.

H. Employees who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, they may use leave accruals other than sick leave for such an absence.

Section 8. Air Pollution Emergency

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

Section 9. Abandonment/Automatic Resignation

A. Absence without leave of any employee, whether voluntary or involuntary, for five (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 the failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three 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.

B. An employee may, within ten (10) calendar days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, reinstatement may be granted only if the employee makes a satisfactory explanation to a Mediator from the State of California Mediation and Conciliation Service for the absence and/or the failure to obtain an approved leave of absence, and the Mediator finds the employee is ready, able, and willing to resume the discharge of the duties of the position.

1. Appeals shall be heard by a person assigned by the State Conciliation Service. The conciliator's decision may be verbal or in writing. The decision of the State Conciliation Service shall be binding on both parties, neither of which shall have the right of further appeal.

2. Only the employee and one (1) non-attorney representative and the department head or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney, who may also have a non-attorney representative. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.

3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator or mutually agreed upon impartial party may consult with witnesses informally and otherwise investigate the controversy.

4. The judgment of the conciliator shall be rendered within five (5) business 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.

5. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of this MOU.

6. All costs for the service of the conciliator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and the employee.

ARTICLE IX
VACATION

A. Subject to the limitations and exemptions of this section, every regular employee shall be entitled annually to the following number of working hours of vacation with pay in accordance with the record of completion of continuous years of service:

Zero (0) through three (3) years in a payroll status, eighty (80) hours each year;

More than three years through nine (9) years in a paid status, one hundred twenty (120) hours each year;

More than nine (9) years in paid status one hundred sixty (160) hours each year. 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 a maximum of seven hundred and forty-four (744) hours, and may be taken only at a time or times agreeable to the Department Head. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

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

B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this MOU. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination.

C. No person shall be permitted to work for compensation for the County during vacation, except with prior approval of the Board of Supervisors and the department head.

D. A regular part-time employee shall accrue vacation in the same proportion that working hours bear to the normal working hours of a full-time position. The same proportion shall apply in determining payment of earned vacation on termination.

ARTICLE X
HOLIDAYS

Section 1. Paid Holidays

A. Only regular and probationary employees in a current paid status shall be eligible for paid holidays.

B. County Holidays

January 1, New Year's Day
Third Monday in January, Dr. Martin Luther King, Jr.'s Birthday
February 12, Lincoln's Birthday
Third Monday in February, Washington's Birthday
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Columbus Day/ 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 when such date falls on a Sunday.

C. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.

E. An employee who is on a leave of absence without pay for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

F. Regular employees who are regularly scheduled to work on a paid holiday shall be paid at their regular rate for the time actually worked.

In addition, such employee shall have a choice of:

1. Compensatory time off not to exceed eight (8) hours for such holiday or;

2. Be paid for the holiday at the regular rate of pay not to exceed eight (8) hours.

An employee with accumulated holiday credit may, and if requested by the department head shall, within seven (7) days specify the dates of at least three (3) working days during the next two (2) succeeding pay periods that the employee desires to take as holiday compensatory time off. The department head may authorize compensatory holiday time off for all or any portion of the dates specified, but shall authorize at least one of the three (3); provided however, that if in the department head's judgement, such day or days will create a demonstrable hardship to the department; in that event, the employee, within seven (7) days after notification by the department head, shall specify three (3) other working days at least one (1) of which shall be granted. Unless otherwise agreed to by the employee, the department head shall not authorize time off less than eight (8) hours. If an employee, after being requested by the department head, refuses or neglects to specify the time they desire to take as compensatory holiday time off, as herein provided, the department head may schedule compensatory holiday time off for the employee.

G. A regular part-time employee shall only receive holiday pay for the holiday or portion thereof, which coincides with their regularly scheduled working hours not to exceed eight (8) hours.

H. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to equal compensatory time off for such a holiday not to exceed eight (8) hours.

ARTICLE XI
REIMBURSEMENT PROGRAMS

Section 1. Living Quarters, Meals, or Laundry Service

Rates for maintenance, including living quarters, meals, or laundry service, furnished by the County to any officer or employee, shall be fixed by a resolution of the Board of Supervisors from time to time. Payment therefore shall be made by a deduction from compensation, or by performance of additional services, as may be determined by the Board of Supervisors.

Section 2. Meals

No charge for meals shall be made where the same are furnished for the convenience of the County, such as for employees at County institutions who are required by the nature of their duties to take their meals in connection with such employment, and cooks and kitchen helpers when working an 8-hour shift for the convenience of the County shall be furnished one meal without charge in every department or institution of the County where kitchen facilities are maintained and meals regularly prepared. No person shall receive maintenance at any institution unless on duty at such institution.

Section 3. General Provisions

Nothing herein shall prohibit the furnishing of meals on a cost basis where necessary or convenient. It shall be the duty of the department head or designee to make certain that the provisions of this section are complied with as to all employees, departments and institutions under their control and to keep the Auditor properly informed as to any payroll deductions required hereunder.

Section 4. Moving Expenses-Current Employees

Upon the written request of a department head, with the written approval of the County Executive Officer, the Board of Supervisors may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the change, shall be subject to such reasonable conditions as the Board may require, shall specify the maximum amount authorized and shall not be granted more than once in any one year period for any one employee, nor for any employee until they have been continuously employed by the County for at least one year preceding the authorization. If the employee voluntarily terminates employment with the County within one year of the payment of the expenses set forth herein, the employee shall, within 30 days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 5. Reimbursement for Employee Training - Board Policy C-7
The parties agree to incorporate Board Policy C-7 by reference into the MOU.

https://rivcocob.org/board-policies

ARTICLE XII
DISCIPLINE, DISMISSAL, AND REVIEW

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

Section 2. Any of the following acts of an employee who has permanent status shall be good cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons:

A. Dishonesty;
B. Incompetence;
C. Inefficiency or negligence in performance of duties;
D. Neglect of duty;
E. Insubordination;
F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
G. Absence without leave;

H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;

I. Discourteous treatment of the public or other employees;

J. Political activity in violation of federal or state law;

K. Physical or mental unfitness to perform assigned duties;

L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;

M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed;

N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department. The department shall inform employees affected by such requirements;

O. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy;

P. Violation of the County Anti-Violence in the Workplace Policy; and,

Q. Violation of the County's 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 range from the existing rate to a lower rate for a specified duration of one or more full pay periods, but not to exceed thirteen (13) pay periods.

ARTICLE XIII
DISCIPLINARY APPEAL PROCEDURE

Section 1. General

Any notice required to be given by this procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid, and addressed, or sent by an overnight service such as Federal Express or overnight UPS to the designated recipient at the last known address. Whenever there is an interrogation of an employee where the significant purpose is to investigate facts to support disciplinary action there is a right for the employee to be represented.

A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons, that directly affects the wages, hours, or working conditions of a permanent employee.

B. Unless otherwise specified, as used in this procedure, "department head" includes the department head or a designated subordinate.

C. The Labor Relations Division Manager may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Labor Relations Division Manager may be exercised by a designee.

Section 2. Involuntary Leave of Absence

Pending investigation by the department head of accusation against an employee alleging employee misconduct, covered under Article XII of this MOU, the Department Head may place the employee on a leave of absence for a period of time not to exceed ninety (90) working days with pay.

If the department head is unable to complete the investigation within ninety (90) days the leave of absence may be extended to a combined maximum of one hundred and eighty (180) calendar days. In such cases, and except for good cause as solely determined by the department head, the department head will notify the employee as to what specific allegations are being investigated. The Association 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) calendar days.

The administrative leave provisions of this Section do not apply to investigations related to, or resulting from, Fitness for Duty or Workers' Compensation related issues.

An employee placed on Administrative Leave pursuant to the provisions of this Section shall, unless otherwise directed, be required to contact their supervisor, or other designated party(ies) at the start of each shift they would otherwise have been required to work and shall be required to return to work within twenty-four (24) hours' notice by an authorized department representative. It is also the employee's responsibility to ensure the department has their current address and telephone number.

Section 3. Notice of Disciplinary Action

A. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as previously provided at least seven (7) business days prior to the effective date of the action and shall include:

1. A description of the action(s) to be taken and the expected effective date(s);

2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;

3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and

4. A statement informing the employee of the right to respond either verbally or in writing, to the 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 10 business days of the date the letter is served on the employee.

Section 4. Amended Notice of Disciplinary Action

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

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

Section 5. Appeals

Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Employee Relations Manager within ten (10) business days after the date of notification of action against which the appeal is made. An appeal shall:

A. Be accompanied by a copy of intent and final decision notice of disciplinary action served on the employee;

B. A brief statement of the facts and reasons for the appeal; and

C. A brief statement of the relief requested.

Section 6. Waiver

If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived.

Section 7. Hearing Procedure - Minor Discipline

A. When disciplinary action results in a suspension of eighty (80) working hours or less, pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand, the appeal shall be determined under the following provisions:

1. Appeals shall be heard by a person assigned by the State Mediation and Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the parties. The conciliator's decision may be verbal or in writing. The conciliator's decision shall be binding on both parties, neither of which shall have the right of further appeal.

2. Only the employee and one (1) non-attorney representative and the department head or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self-represented. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.

3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator may consult with witnesses informally and otherwise investigate the controversy.

4. The conciliator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.

5. The judgment of the conciliator shall be rendered within five (5) business days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.

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

7. All costs for the service of the conciliator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and the employee.

Section 8. Hearing Procedure - Major Discipline

A. Appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary shall be heard by an arbitrator.

B. The parties shall maintain a jointly negotiated list of no fewer than seven nor more than eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from RSA and the County shall meet to establish the list of up to eleven Arbitrators.

C. The hearing shall be set by the Employee Relations Manager, or designee, and employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.

D. The employee and the department head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee may be represented only by the exclusive employee organization.

E. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the officer or employee. The Employee Relations Manager shall arrange for the production of any relevant County record. The arbitrator is authorized to issue subpoenas.

F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the department head may, at their own expense, provide a reporter for the hearing.

G. The expenses of the arbitrator and transcripts, if required, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.

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

I. Within twenty one (21) days following the submission of the appeal, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the arbitrator shall be final subject to the right of either

party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.

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

2. If the arbitrator finds that the disciplinary action was appropriate, the action shall be sustained.

3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.

5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.

6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty, which results solely from the appellant's request for written briefs in the arbitration proceedings.

7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.

Section 9. Evidence And Procedures Applicable to All Hearings

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

B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.a. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.

C. Irrelevant and unduly repetitious evidence shall be excluded.

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

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

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

G. The employee and the department head shall have these rights:

1. To call and examine witnesses;

2. To introduce exhibits;

3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;

4. To impeach any witness regardless of which party first called the witness to testify; and

5. To rebut any derogatory evidence.

H. The hearing shall be a private proceeding among the County, the employee and the employee organization.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Intention

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

Section 2. Grievance Definition

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

A. Matters reviewable under some other County administrative procedure;

B. Matters for which the solution of which would require the exercise of legislative power, such as the adoption or amendment of an Ordinance, rule, regulation, or policy established by the Board of Supervisors;

C. Matters involving the termination of a probationary employee;

D. Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension or any other action taken for disciplinary reasons against a permanent employee, pursuant to the provisions of Article XII; and,

E. Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory (or competent) or better or (2) with respect to employees in their initial probationary period.

Section 3. Freedom From Reprisal

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

Section 4. Employee Representation

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

Reasonable access to work areas by representatives of RSA shall be in accordance with Section 20 of the Employee Relations Resolution. The grievant(s) and one representative are entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant(s) unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

Section 5. Consolidation

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

Section 6. Resolution

Any grievance petitions settled at any point during the grievance-arbitration procedure shall be final and binding on the parties to the settlement.

Section 7. Withdrawal

Any grievance petition may be withdrawn by filing party at any time, without prejudice.

Section 8. Time Limits

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

Section 9. Resubmission

Upon consent of the person hearing the grievance petition and RSA, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

Section 10. Extension of Time

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

Section 11. Steps in the Grievance Process

The following procedure shall be followed:

A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee(s), or the employee's representative, shall first take the matter up with the immediate Supervisor. The Supervisor shall give a prompt response where it is possible to do so. The employee and the Supervisor are each entitled to the presence of a silent observer to the employee - Supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee(s) or the Supervisor. Grievances filed by RSA on its own behalf may be filed in writing without any prior discussion with supervision.

B. Submission of Written Grievance. All grievance petitions shall be filed within fifteen (15) business days after the occurrence of the circumstances giving rise to the grievance, or within fifteen (15) days of the discovery of the circumstances giving rise to the grievance, or when those circumstances reasonably should have been discovered, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. RSA shall submit the grievance petition to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the grievance petition is complete. The Human Resources Department shall forward a copy of the grievance petition to the appropriate department head(s).

C. Grievance Meeting. Within fifteen (15) business days after submission of the grievance petition, the department head, or a designee, and the Labor Relations Division Manager, or a designee, shall meet with RSA to discuss the grievance. No later than fifteen (15) business days thereafter, the Labor Relations Division Manager, or a designee, shall render written decision.

D. Demand for Arbitration. If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented in writing to the Labor Relations Division Manager or a designee within ten (10) business days after receipt of the decision of the Labor Relations Division Manager, or a designee.

Section 12. Arbitration

A. After submission of a demand for arbitration, the parties shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List." Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties. If the parties are unable to agree, then an arbitrator will be selected by the parties alternately striking names from the "Arbitrator Strike List" until one (1) name remains who shall serve as the arbitrator.

B. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.

C. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Labor Relations Manager, or a designee, with the employee's department head at least two (2) business days in advance of the hearing date.

D. Prior to the arbitration hearing, the parties shall meet and attempt to prepare a joint statement of the issues, which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues. The arbitrator shall not decide any substantive issue(s) not within the statement of the issues submitted by the parties. This includes issues which have not been raised and considered at an earlier step of the grievance procedure. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.

E. All grievances filed by RSA shall be heard and discussed in the grievance procedure up to and including the grievance meeting; no grievance shall be rejected from the grievance procedure. In the event that the County maintains that the issue is not subject to arbitration the issue of arbitrability shall be resolved by an Arbitrator on the Arbitrator Strike List who shall be selected by mutual agreement of the parties but who will not hear the underlying dispute. In the event that the arbitrator finds that the grievance is arbitrable, the parties shall select a different arbitrator to hear the underlying dispute.

F. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained herein. No arbitrator shall have any power to alter, amend, modify, or change any of the terms of this agreement or shall exceed the authority provided to them by this MOU.

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

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

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

J. The decision of the arbitrator shall be final subject to the right of either party to seek judicial review by filing a writ per the appropriate section of the California Code of Civil Procedure.

ARTICLE XV
ANTI-STRIKE CLAUSE

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

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

ARTICLE XVI
ON-THE-JOB INJURY OR ILLNESS

An employee who exhausts leave per Labor Code section 4850 is eligible to receive total temporary disability (TTD) benefits if still unable to return to work per the law. Such an employee is permitted to supplement TTD benefits by using available accrued leave to receive up to the maximum of their full pay.

In the event of substantial doubt whether the disability is compensable pursuant to Section 4850 of the Labor Code, payment of salary shall be withheld, except as to so much thereof

as shall be equal to the value of accrued sick leave, vacation and compensatory time off for overtime, until the issue shall be adjudicated.

ARTICLE XVII
LAYOFF AND REINSTATEMENT

Section 1. Seniority

A. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire.

B. Definition of Department. For purposes of this procedure, department shall be defined as the smallest business unit of:

1. the administrative staff of an agency; or
2. a department; or
3. a department within an agency; or
4. a district of the County; or
5. a County Service Area

C. Whenever more than one employee in a department has the same most recent date of hire, seniority shall be determined in the following order: Hours of County service from the most recent date of hire, seniority in classification, and seniority in the department or agency.

D. Except as otherwise provided in this Procedure, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the layoff list.

Section 2. Reduction in Force

A. When it becomes necessary to reduce the work force in a department, the department head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department. No regular employee shall be laid off in any job classification if there are temporary employees 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 calendar 14 days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:

1. The reason for layoff;

2. The effective date of the action;

3. If laid off out of seniority.

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

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

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

Section 3. Reassignment

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

1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) 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.

Section 4. Employment Counseling and Referral

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

A. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred first to any department requesting a recruitment for classifications from which the employees were laid off.

B. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred first to departments requesting recruitments for all other classifications within the RSA Public Safety bargaining unit.

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

Section 5. Departmental Reinstatement List

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

B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.

C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:

1. The expiration of two (2) years from the date of placement on the list.

2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position, which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.

3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify their department head, in writing, of the employee's current mailing address.

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

D. Status on Reinstatement

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

1. Restoration of all sick leave credited to the employee's account on the date of layoff.

2. Continuation of seniority.

3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.

4. Placement on the salary range at a rate which is nearest their former or current pay rate, whichever is higher, with the employee's hours at a rate being the same number of hours which the employee had at the time of layoff.

Section 6. Re-employment

Status on Re-employment. Re-employment is defined as being employed by the same or other department into a regular position, only while on the reinstatement list, other than that from which the employee had reinstatement rights to. If re-employed while the employee's name is current on any reinstatement list, the employee shall be entitled to:

A. Restoration of all sick leave credited to the employee's account on the date of layoff.

B. Continuation of seniority shall be credited to the employee upon successful completion of the applicable probationary period.

C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.

Section 7. Temporary Recall

Departments may elect to recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than thirty (30) days and not to exceed

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

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

ARTICLE XVIII
UNIFORMS

Section 1. The Probation Department's policy on Uniforms and Civilian Attire shall apply to all employees in the unit. The parties agree that changes to uniforms raised either by the County or the Association will be discussed in uniform committee made up of members from Management and the Association.

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 changes to uniforms .

A. General Uniform Provisions

1. Issuance. The County agrees to provide uniforms or uniform allowances to employees in the department so long as the employee is required to wear uniforms in the performance of their duties.

2. Property of the County. Uniforms issued by the County shall remain property of the County.

3. Return. Employees shall return all issued uniforms/articles of the issued uniform to the County upon request.

4. Reporting of Uniforms to CalPERS. The parties agree that to the extent permitted by law, the value of uniforms 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.

5. The annual value of uniforms (which shall be reported biweekly) provided to each classification in the unit is as follows:

Job Code	Classification
52411	Probation Corrections Officer I - $726.70
52412	Probation Corrections Officer II - $726.70
52413	Senior Probation Corrections Officer - $726.70

52414	Supervising Probation Corrections Officer - $726.70
79531	Deputy Probation Officer I - $507.00
79532	Deputy Probation Officer II - $507.00
79533	Senior Probation Officer - $507.00
79534	Supervising Probation Officer - $507.00 (when assigned in the field and $726.70 when assigned to an Institution).

For Deputy Probation Officer I, II, Senior Probation Officer and Supervising Probation Officer, if in an armed assignment, the amount shall be $726.70.

The uniform value will not be reported in any pay period where the employee was in an unpaid status for the entire pay period.

ARTICLE XIX
VOLUNTARY TIME-BANK

Section 1. In establishing a Time-Bank for eligible employees the County shall follow the guidelines below:

A. Definition of eligible employees.

Only employees in budgeted ("Regular") positions within the Public Safety Unit are eligible to participate in the Riverside County Voluntary Time-Bank Policy.

B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all accumulated leave. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (i.e., the spouse, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for an extended period to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave.

C. Conditions and procedures under which a Time-Bank for catastrophic illness/injury may be established.

1. Only the department head, upon concurrence from the Human Resources Director, may request establishment of a Time-Bank for an employee within the department who is suffering a financial hardship due to a catastrophic illness or injury.

2. When the department head has determined that an employee would benefit from the establishment of a Time-Bank, the department head will contact the employee to determine if the employee desires to participate in a Time-Bank program. If the employee desires to participate in the Time-Bank program,

the department head will contact the Human Resources Department and recommend the establishment of the program.

3. The Time-Bank will be established on behalf of an individual employee. The bank will accept donations of leave from one or more donors.

4. The Time-Bank will be operated by the Human Resources Department. The department head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.

5. On establishing a Time-Bank program, the Human Resources Department should ensure that only credits that are necessary are donated. All donations are not retrievable.

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

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

2. Donations of vacation, or holiday accrual, must be in increments of 8 hours or more and drawn from one bank only.

3. The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be converted to cash upon that person's separation.

4. An employee may not donate leave hours that would reduce their accrued leave balances of vacation, holiday accrual, compensatory time, sick leave, or administrative leave to less than one hundred sixty eights (168) hours.

5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or holiday leave.

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

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

1. Only the employee for which the Time-Bank has been established may receive leave credits from the Time-Bank. Such leave credits shall be added to the employee's vacation balance.

2. The affected employees will provide verification of their (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.

3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.

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

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

1. Receipt of written approval from the employee to announce the need for a Time-Bank transfer.

2. Notify the Human Resources Department of the need for the program and coordinate the program's establishment.

3. Require that employee donations be made directly to the Human Resources Department to ensure that employee's decision to donate or not donate is kept confidential.

4. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-Bank and take appropriate action.

G. The Human Resources Department will:

1. Control the Time-Bank program.

2. Receive from the employee benefiting from the Time-Bank proof of eligibility and a signed agreement allowing publication of the employee's situation.

3. The employee benefiting from the Time-Bank and the Human Resources Department will agree on the content of the publicity.

4. Publicize the establishment of the Time-Bank program. The notice will inform all employees of:

   a. The establishment of the voluntary program.

   b. Their opportunity to donate.

   c. How donations are submitted.

5. Notify the department head immediately if the program cannot be established and the reason(s).

6. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-Bank and take appropriate action.

ARTICLE XX
APPEAL PROCEDURE
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures

The following procedure shall be followed by the Accident Review Committee:

A. The Accident Review Committee will make a determination if an accident is preventable or non-preventable in the absence of the employee.

B. If the Accident Review Committee determines that the accident is non-preventable or operational, no appearance will be granted to an employee to appear before the committee.

C. If the Accident Review Committee determines an accident is preventable, an employee may request an appeal to the determination and appear before the committee to present their evidence and give testimony.

D. Appeal of Accident Review Committee Determination.

1. A notice of determination is sent to the employee by certified mail return receipt requested to their last known address if the accident is determined to be preventable. The notice of determination will include an employee's right to appeal the committee's finding. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing of the notice of determination to the employee.

2. The employee shall submit a written request for review within ten (10) 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 XXI
FLEXIBLE BENEFIT PROGRAM

Section 1. CalPERS Health Insurance Plan

Employees shall be eligible for health insurance in the County's CalPERS health insurance plan

Section 2. County Contributions to Medical, Dental and Vision Plans

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

The County's monthly total contribution toward each employee and eligible retiree, the contribution for medical (inclusive of the CalPERS statutory minimum (i.e. Public Employees' Medical and Hospital Care Act (PEMHCA)), dental and vision plans for County sponsored plans shall be as follows:

COVERAGE LEVEL	TOTAL COUNTY CONTRIBUTION	TOTAL COUNTY CONTRIBUTION EFFECTIVE DECEMBER 11, 2025	TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 12, 2026 (PAY PERIOD 25)	TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 11, 2027 (PAY PERIOD 25)
Employee Only:	$940.00	$969.06	$1,017.52	$1,068.40
Employee Plus One Dependent:	$1,511.00*	$1,671.06	$1,771.06	$1,871.06
Employee Plus Family:	$1,511.00*	$2,087.00	$2,187.00	$2,287.00

*For the County Contribution, these amounts are inclusive of the flex contribution amount and the subsidies that the County provided through the term of the 2020 - 2025 MOU.

Employees must select a medical plan to receive these amounts.

B. Proof of Medical Coverage. Employees electing not to participate in a County sponsored health care plan must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical

coverage shall be received by the Human Resources Department within sixty (60) days from date of hire, and annually.

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.

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.

C. Cash Back of Flex Benefits Contributions. Employees are not able to receive 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.

D. Pro-rated Contributions.

Part-Time employees working twenty (20) to twenty-nine (29) hours per week, shall receive fifty percent (50%) of the applicable flexible benefits contribution amount allotted for full-time regular employees per month per employee.

Part-Time 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.

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.

Section 3. Other Insurance

A. Optical Insurance. The County agrees to provide a voluntary optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit in this MOU).

B. Life Insurance. The County shall provide life insurance, of fifty thousand dollars ($50,000), to all employees covered under this MOU. Employees may also purchase additional life insurance at the employee's cost with proof of insurability when applicable.

C. Short-Term Disability ("STD"). The County provides for STD benefits at County cost.

D. Flexible Spending Accounts ("FSA"). The County agrees to provide Flexible Spending Accounts for unreimbursed Health Care Expenses (HCFSA) and Dependent Care (DCFSA) as an option under the County's flex benefit plan (cafeteria plan). Participation is voluntary for eligible employees and FSA contributions shall be paid through deductions from employee wages.

Section 4. Deferred Compensation

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

ARTICLE XXII
SEPARABILITY

It is understood and agreed that this 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 XXIII
PROMOTIONAL PROCEDURE

Section 1. Examination Process

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

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

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

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

Section 2. Interview Panel

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

Section 3. Selection

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

ARTICLE XXIV
ASSOCIATION RIGHTS

Section 1. Bulletin Boards

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

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

Section 2. Release Time

A. Authorized representatives of the Association shall be entitled to release time for the purpose of traveling to and from and appearing at RSA Board meetings.

B. During each fiscal year such authorized representatives' cumulative release time (for the entire unit and not per person) with pay shall not annually exceed forty-four (44) hours and any excess hours shall be either without pay or charged against the authorized representative's appropriate paid leave banks.

C. For labor negotiations, members of the negotiations team shall receive release time for the time in negotiations as well as one hour before and after the negotiations meeting. This release time is not part of the forty-four (44) hours described in the previous paragraph.

Section 3. Employee Orientation

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

While the County will provide the Association with at least ten (10) days' notice when it can

reasonably do so, there may be circumstances where the County cannot provide the ten (10) days' notice given an urgent hiring need that was not foreseeable.

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

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

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

ARTICLE XXV
LABOR/MANAGEMENT COMMITTEE

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

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

Additional issues may be added by either party. Agendas will be shared in advance to the extent possible, and notes will be taken for both parties to agree upon.

SIGNATURE PAGE

Dated 13th day of November, 2025.

On behalf of the
County of Riverside

Peter Brown
Peter Brown
Legal Counsel

Clorissa Cacho
Human Resources Division Manager

Dean Tran
Employee & Labor Relations Officer

Douglas Flores
Douglas Flores
Senior Human Resources Analyst

Natalie Rivera
Assistant Chief Probation Officer

Joseph Doty
Chief Deputy Probation Officer

Elisa Judy
Chief Deputy Probation Officer

Larry Mease
Probation Division Director

On behalf of the
Riverside Sheriffs' Association

Jose Santos
RSA President

Evan Petersen
Executive Director

Elizabeth Silver
Legal Counsel

Summer McGill
Supervising Probation Officer

Charles Roberts
Supervising Probation Officer

Brandee Contratto
Deputy Probation Officer II

Dennis Martinez
Senior Probation Corrections Officer

APPENDIX A

Job Code	Classification	Current		Market Adjustment	
		Min	Max	Min	Max
52411	PROBATION CORRECTIONS OFFICER I	23.678	32.834	24.737	34.632
52412	PROBATION CORRECTIONS OFFICER II	27.940	39.355	29.521	41.329
52413	SR PROBATION CORRECTIONS OFFICER	30.441	43.719	32.292	45.209
52414	SUPV PROBATION CORRECTIONS OFFICER	36.184	53.722	41.620	58.280
79531	DEP PROBATION OFFICER I	27.051	40.453	30.333	42.466
79532	DEP PROBATION OFFICER II	30.322	45.038	35.944	50.321
79533	SR PROBATION OFFICER	33.802	50.384	38.245	53.542
79534	SUPV PROBATION OFFICER	38.482	55.871	43.922	61.490

MEMORANDUM OF UNDERSTANDING

2025~~0~~ - 2028~~5~~

COUNTY OF RIVERSIDE

AND

RIVERSIDE SHERIFFS' ASSOCIATION, INC.
PUBLIC SAFETY UNIT

This Memorandum of Understanding is dedicated to the memory of

Senior Probation Officer Travis Zmotony,

whose steadfast commitment to his colleagues, the department, and the community set an enduring example of leadership and integrity.

As a dedicated union representative, Travis worked tirelessly to ensure fairness, respect, and unity among staff. His professionalism, compassion, and unwavering advocacy left a lasting impact on all who had the privilege of working alongside him. Travis's legacy of service and dedication continues to inspire us, reminding us of the importance of standing together, supporting one another, and leading with heart.

In grateful remembrance of Senior Probation Officer Travis Zmotony.

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

Anniversary date shall mean the date upon which a merit increase ~~step advance~~ in salary 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.

Continuous service, continuous employment, and similar terms, shall mean the continuing service of a permanent ~~or seasonal~~ employee in a continuing payroll status, without interruption except for authorized leave of absence.

Demotion shall mean a change of employment without intervening loss of working days from a position allocated to a given salary plan/grade~~range~~ to a position of a different class allocated to a lower salary plan/grade~~range~~, whether in the same or a different department.
~~Discrimination Complaint Filed by an employee alleging illegal discrimination based on race, color, religion, medical condition, disability, sex, national origin, ancestry, age, physical handicap, marital status, pregnancy, or other protected classification.~~

Employees shall mean all persons employed by the County of Riverside who are covered by the Public Safety Unit MOU~~Memorandum of Understanding~~.
~~First Step Meeting in the Grievance Process at the department level between a department representative and the employee, and/or Union representative. First Formal Step.~~

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

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

Paid Status shall mean compensation paid to an employee for hours worked, from accrued leave banks such as vacation, sick, holiday, and/or comp time, or for time spent on leave per Labor code section 4850. An employee shall not be considered in paid status if the employee is off work and receiving payments from Short-term, Long-term disability or Workers' Compensation TTD (following completion of leave per Labor Code Section 4850). However, if during any pay period while an employee is receiving such payments, and the employee also supplements their pay by using accrued paid leave, the employee shall be considered in a paid status for the pay period.

An employee must be in paid status to earn paid leave accruals and receive County contributions to health insurance.

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

Pay period means fourteen (14) calendar days from Thursday (starting at midnight Wednesday) to midnight of the second (2nd) Wednesday thereafter.~~means 14 calendar days and refers to the period for computing compensation due for all normal working shifts ending during that period.~~

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

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

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

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

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

Regular employee means a holder of a regular position.

Regular position means a position established pursuant to the applicable Salary Ordinance ~~#440~~on an ongoing basis, as distinct from a ~~seasonal or~~ temporary position.
~~Seasonal Employee shall mean employees whose employment is not continuous but is regularly recurrent in the same capacity because of particular functions which occur periodically each year; such employment may be permanent, but of an intermittent nature.~~
~~Second Step Meeting in the Grievance Process at the County Human Resources Department level; grievance is heard by a County Human Resources employee.~~
~~Temporary employee means an employee who is not a regular or seasonal employee.~~

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

Working day means each calendar day on which an employee performs a normal working shift, and including holidays as specified herein, which fall on days of their normal working

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

ARTICLE I
TERM

Section 1. Term

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Riverside Sheriffs' Association~~, Inc.~~ (hereinafter referred to as RSA) as the Exclusive Employee Organization for employees in the representation unit described under Article II~~2~~, Recognition. The RSA Public Safety Unit (PSU) MOU will be in effect ~~full force as of~~ from~~October 27, 2020~~, October 23, 2025 until June 30~~October 22~~, 202~~5~~8. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective December 11, 2025.

Section 2. Successor Agreement

In the event either party desires to negotiate a successor MOU, such party shall, no more than six (6) months prior to the expiration of the current terms and conditions of employment, request to commence negotiations. ~~In the event RSA desires to negotiate a successor Memorandum of Understanding, RSA shall serve on the County during the period of one hundred twenty (120) days to ninety (90) days prior to the expiration of this MOU, its written request to commence negotiations for such successor MOU~~

Section 3. Operational Side Group~~s~~

A. The parties acknowledge that there is an~~are~~ operational side group~~s~~ working on resolution of Institution training and Equipment Work Group.~~:~~

ARTICLE II
RECOGNITION

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

52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer
52414	Supervising Probation Corrections Officer
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

~~The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to employees employed by the County in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside.~~

ARTICLE III
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

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

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where RSA requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

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

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

C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.

D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

ARTICLE IV
COMPENSATION AND BENEFIT INCREASES

Section 1. Wages

A. Effective December 11, 2025, the ranges for classifications in this bargaining unit will be modified as set forth in Appendix A.

B. Effective January 8, 2026, the minimum and maximum of the range of all classifications in the bargaining unit shall increase five percent (5.0%). In addition, all employees in the bargaining unit will receive a five percent (5.0%) base salary 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 five percent (5.0%).

C. Effective January 7, 2027, the minimum and maximum of the range of all classifications in the bargaining unit shall increase four and one-quarter percent (4.25%). In addition, all employees in the bargaining unit will receive a four and one-quarter percent (4.25%) base salary 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 and one-quarter percent (4.25%).

D. Effective January 6, 2028, the minimum and maximum of the range of all classifications in the bargaining unit shall increase four percent (4.0%). In addition, all employees in the bargaining unit will receive a four percent (4.0%) base salary 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 half percent (4.0%).

~~A. Effective, December 3, 2020, the bottom three steps for the salary ranges for Deputy Probation Officer II, Senior Probation Officer and Supervising Probation Officer classifications will be eliminated, at which time PSU employees in these classifications not already at the rate of the former Step 4 shall be moved to the rate of the former Step 4, which will be the minimum of the new range.~~

~~B. Effective, December 3, 2020, the bottom five steps for the Deputy Probation Officer I classification will be eliminated, at which time PSU employees in this classification not already at the rate of the former Step 6 shall be moved to the rate of the former Step 6, which will be the minimum of the new range.~~

~~C. Effective December 3, 2020, the bottom six steps for the Probation Corrections Officer I and Senior Probation Corrections Officer classifications will be eliminated, at which time PSU employees in these classifications not already at the rate of the former Step 7 shall be moved to the rate of the former Step 7, which will be the minimum of the new range.~~

~~For all Deputy Probation Officer classifications (Deputy Probation Officer I, Deputy Probation Officer II, Senior Probation Officer and Supervising Probation Officer), the following increases will be applied to the maximum of the salary range:~~

~~Effective November 19, 2020, the maximum of the range shall be increased by four percent (4%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the four percent (4%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 18, 2021, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 17, 2022, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 16, 2023, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 14, 2024, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

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

~~Effective November 19, 2020, the maximum of the salary range shall be increased by six percent (6%). Any employee who has been compensated at the maximum of the~~

~~range in his/her classification for a year or more at the time of the addition, shall receive the six percent (6%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 18, 2021, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 17, 2022, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 16, 2023, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 14, 2024, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

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

~~Effective November 19, 2020, the maximum of the salary range shall be increased by six percent (6%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the six percent (6%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 18, 2021, the maximum of the salary range shall be increased by five~~

~~percent (5%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the five percent (5%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 17, 2022, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 16, 2023, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

~~Effective November 14, 2024, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases.~~

ARTICLE V
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. Work-Period.~~The FLSA work period shall be 14 days.~~ Employees in this unit are subject to the partial overtime exemption under section 207(k) of the FLSA because they engage in law enforcement activities; employees shall have an FLSA work period of fourteen (14) days.

B. Work Schedules

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

work schedule changes must be effective at the beginning of a pay period. The following describes the work schedules.

1. The 5/40 schedule (five eight-hour days per work week).

2. The 9/80 schedule (four nine-hour days per work week and one alternating eight-hour day/regular day off). Employees who have an FLSA workweek (as opposed to those on a 14-day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight-hour workday.

3. The 4/10 schedule (four ten-hour days per work week).

4. The 3/12 schedule (three twelve-hour days per work week and one alternating eight-hour day every other week). Employees who have an FLSA workweek (as opposed to those on a fourteen (14)-day FLSA Work Period) have a work week designated as beginning four (4) hours after the start time on their alternating eight (8) -hour workday.

    a. Employees may also be assigned to work seven (7) twelve (12) hour shifts (referred to as the 3/12-4/12 work schedule) during the 14-day FLSA work period.

Note: It is not the intent of the Department to change an individual employee's work schedule (i.e., type of work schedule as described above) in the institutions unless it is for operational reasons. The operational reasons will be communicated to the employee ~~that is inconsistent with the balance of the unit~~. The Department shall notify the employee at least 14 calendar days prior to a work schedule change.

C. Turn Around Time

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

Section 2. Overtime

~~During these informal discussions, RSA brought to the Department's attention a concern regarding the use of flex time and the compensation of overtime. The Department is committed to reviewing the issue and addressing it as soon as practicable and agrees to meet and discuss any resolution or changes prior to implementation.~~An employee who works outside their normal shift within the 14-day FLSA work period cannot be mandated to flex their time.

A. Overtime Work Defined. ~~Overtime work is authorized work in excess of eighty (80) hours in the 14-day FLSA work period. As soon as administratively possible, s~~ Overtime shall be paid at time and one half (1.5) and calculated as follows:

1. At each employee's regular rate of pay as defined by the FLSA for actual hours worked in excess of eighty-six (86) hours in the 14-day FLSA work period; and

2. At each employee's base hourly rate of pay for all hours worked in excess of eighty (80) hours in the 14-day FLSA work period. In paying and calculating such overtime, all forms of leave, with the exception of sick leave, shall be regarded as time worked for the purposes of determining eligibility for overtime compensation.

B. Authorization for Overtime Work. Performance of overtime work may be authorized by the ~~Board of Supervisors or by the~~ Ddepartment Hhead or a designated subordinate. ~~It shall not exceed sixteen (16) hours in any workperiod for any employee without prior approval of the County Executive Officer, except in case of public emergency or calamity or immediate hazard to life or property.~~

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

C. Departmental Records. Each department head 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 daily record for an employee in a normal paid working status may be kept on a negative basis, that is, with no entry except for overtime, compensatory time off, sick leave, vacation, leave of absence and like items.~~ Employees are required to complete their time records accurately.

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

D. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The Auditor shall maintain the record of overtime credit at one and one-half times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.

E. Compensation for Overtime Work. Employees who work overtime may accrue compensatory time off or be paid overtime pay at the option of the employee. ~~. Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit after forty (40) hours may at the election of the employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated~~ Once an employee has accrued 120 hours of compensatory time off any overtime worked must be paid until the employee's compensatory time off bank is reduced below 120 hours. ~~overtime credit of one hundred twenty (120) hours or~~

~~less may be taken in compensatory time off, subject to management approval, and this method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of one hundred (120) hours or less may be paid for. Paid overtime credit shall be at the hourly rate currently applicable to the employee.~~ Upon separation of employment ~~termination~~, accrued ~~accumulated~~ compensatory time off ~~overtime credit~~ shall be paid to the employee at the rate required by law~~for~~.

~~D. Overtime caused by duly authorized continuing and regular work periods longer than eighty (80) hours, or by seasonal overtime work, if authorized by the County Executive Officer in advance, shall be currently paid for.~~

1. Employees may use their accrued CTO by providing reasonable notice. A request to use compensatory time off which was requested with reasonable notice will not be denied unless the request would be unduly disruptive to the department.

~~E.~~F. Fringe Benefits not Affected by Overtime. Overtime work shall not count as hours worked for the purpose of ~~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 merit increase~~salary step advance~~. ~~Where overtime results from necessary irregular work schedules, it may be included in computing the minimum time for salary step advance which would otherwise be delayed beyond the normal period~~

~~F.~~G. The Human Resources Director and County Counsel shall determine which classes of positions are exempt from the overtime provisions of the Fair Labor Standards Act.

~~Overtime Provisions of the Fair Labor Standards Act. Employees in classifications which are not exempt from the Fair Labor Standards Act shall be compensated for overtime consistent with the Act. Such employees shall receive compensation for overtime worked under the foregoing County provisions when the hours worked are not considered overtime under the Act.~~

~~G.~~H. The Human Resources Director and County Counsel shall determine which classes of positions are exempt from the overtime provisions of the Fair Labor Standards Act.

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

1. Any Officer, in order to perform the work of the department or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of their employment.

2. For the same purpose, any Officer may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.

3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this MOU ~~Memorandum~~ who fails to so report shall be deemed absent without authority and shall not be paid during such absence.

4. The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half times the hourly rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

Section 3. Premium Pay

A. Standby Duty. Unless otherwise specifically provided, when placed by the department head or designee specifically on standby ~~or professional call duty~~, an employee otherwise off duty shall be paid one (1) hour pay at the base rate of pay for eight (8) hours of standby duty. ~~of such duty beyond the regular work period in addition to the regular salary~~ Said compensation shall be in addition to said employee's regular salary entitlement. The compensation shall cease when said employee physically reports to work and shall resume at the completion of the call-out work. Worksite, for the purposes of this Section, shall mean the location an employee is required to physically report to in order to complete the work assigned. The standby duty shall not cease if an employee is able to complete the required work remotely without having to physically report to a worksite. All standby duty premium shall cease at the end of the standby duty shift.

1. Employees assigned to standby are subject to the following requirements:

   a. Be ready to respond immediately to calls for service;

   b. Remain in the general vicinity of their home or worksite during the standby period;

   c. Refrain from intoxicants or other activities, which might impair the ability to perform assigned duties;

   d. Arrange their personal affairs to ensure their immediate response to a call out; employees are expected to respond to or be in route to the worksite within thirty (30) minutes of notification; and

   e. Notify ~~his/her~~their supervisor immediately if ~~he/she~~they are~~is~~ unable to be on standby due to an unforeseen emergency.

B. Call-Back Work. Call-back work is work required of an employee who, following completion of the employee's regular work schedule and departure from the employee's worksite, is directed to report back to ~~duty to perform necessary~~ work.

~~To qualify for this call-back provision, a~~An employee must have departed from the worksite. It is understood by the parties that a change in work schedule in which the employee had at least twenty-four (24) hours advance notice shall not constitute call-back work.

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

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

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

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

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

C. After Hours Call-Outs. Any employee, who is called in for duty outside of their normal duty hours, whether or not they are on-call, shall receive compensation beginning at the time they receive the phone call, regardless of whether they must don uniform or personal safety equipment at their home. At the completion of their call-out assignment, employees will continue to be compensated until they return to their duty station in order to unload their vehicles and doff their uniforms and

personal safety equipment. Employees will not be compensated for their time spent commuting from their duty station to their residence.

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

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

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

~~E.~~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. ~~Field Services employees (i.e. all employee NOT working in the Probation Department Institutions) who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.~~

2. Evening Shift. ~~County e~~Employees ~~who perform work between the hours of 3:00 p.m. and 11:00 p.m.,~~ shall be paid an evening shift ~~night~~ differential of one dollar and thirty cents ($1.30) ~~0.60¢~~ per hour for the time actually worked between 6~~3~~:00 p.m. and 11:00 p.m.

3. Night Shift. ~~County e~~Employees ~~who perform 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 cents ($1.92~~0~~) per hour for the time actually worked between 11:00 p.m. and 6~~7~~:00 a.m.

~~F.~~E. Bilingual Pay

1. Bilingual Pay Scope

~~Upon assignment to a position that has been determined to require bilingual skills, a certified employee shall receive bilingual premium.~~ Employees assigned to routinely and consistently perform communication skills in languages other than English and have passed the test, are eligible for bilingual pay.

2. Eligibility Factors:

a. ~~The 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

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

3. Testing

a. ~~Employees who were grandfathered to receive bilingual premium without possessing a certification from the County Human Resources Department will be required to successfully pass the requisite examination within ninety (90) calendar days from the adoption of this MOU by the Board of Supervisors to be eligible to receive bilingual premium. Failure to obtain a certification or a failed result within ninety (90) calendar days from the adoption of this MOU by the Board of Supervisors shall result in immediate loss of bilingual premium, whichever occurs first~~Testing shall be done while employees are in paid status but shall be at a time determined to be acceptable to the County.

b. To ensure that employees are maintaining their bilingual skills, employees eligible for bilingual pay may be required to retest every two (2) years to continue to receive the pay. Testing is done during work time.

4. Skill levels

a. Definitions of Skill Levels:

b. Employees must possess an appropriate proficiency certification form the County Human Resources Department for the skill level demonstrated.

1. Level 1: Basic Oral Communication/Reading Examination. Employees at this level demonstrate proficiency in reading and speaking in both English and a second language.

2. Level 2: Written Examination
Employees at this level demonstrate proficiency in reading, speaking, and writing in both English and a second language.

3. Level 3: Complex Level Written Examination
Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language using medical or legal terminology in a specific medical or legal environment (e.g., hospital, courtroom, etc.).

5. Compensation

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

~~1. Level 1: Fifty cents ($0.50) per actual hour worked~~

~~2. Level 2: Seventy-five cents ($0.75) per hour actual hour worked~~

~~Level 3: One dollar ($1.00) per hour actual hour worked~~

a. Level 1: Forty Dollars ($40.00) per pay period

b. Level 2: Sixty Dollars ($60.00) per pay period

c. Level 3: Eighty Dollars ($80.00) per pay period

This pay will not be paid in any pay period if the employee is in unpaid status for the entire pay period.

6. ~~Plan Implementation~~Continued Eligibility for Bilingual Pay.

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

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

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

~~G.~~F. Extradition Pay. Employees assigned to extradite (movement to or from one jurisdiction to another) in custody clients~~prisoners to or from another jurisdiction~~ shall be paid:

1. ~~f~~For all hours spent with the client~~prisoner~~ in their custody;

2. F~~f~~or waiting time, if upon arriving at the other jurisdiction at the assigned time for pick-up of the client~~prisoner~~ they are required to wait for the release of the client~~prisoner~~, provided that they first advise the Department of the delay and

are instructed to wait, but in no event shall waiting time exceed their regular daily hours of work;

3. Wwith respect to travel without the clientprisoner in their custody to or from the other jurisdiction to either pick up the prisoner or to return to Riverside County after having delivered the prisoner:

   a. Ffor all travel time spent driving, provided that they are instructed to drive to pick up or deliver the clientprisoner, less normal commuting time and meal time;

   b. Ffor all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and mealtime; or

   c. Dduring their regular working hours, even on a day when the Deputy Probation Officer employee is not scheduled to work, if the assignment involves an overnight stay and they travel as a passenger on an airplane, train, boat, bus, or automobile, less normal mealtime. The employeeDeputy Probation Officer shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.

4. Aat applicable overtime rates (as addressed in Article V, Section 2A) if applicable, in the event that the extradition assignment causes an employee to work in excess of their regularly scheduled hoursthem to exceed their maximum number of hours of work on a daily basis or in the two-week pay period.

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

6.5. When an overnight stay is necessary, lodging shall be provided by single occupancy accommodations (one employee per room).

H.G. Armed Duty Assignment

Employees authorized to carry a firearm and assigned to armed assignments designated by the Chief or theirof Chief's designee, shall receive additional pay of $2.5000 per hour for actual hours worked, including overtime in this , the designated armed assignment. The additional pay shall not apply to sick, vacation, or other leave hours utilized while in the designated armed assignment. Furthermore, overtime worked in an unarmed assignment shall not be eligible for this premium pay.

Employees have no property rights to premium pay assignments and such assignments are within the discretion of the Chief or their Chief's designee. It is expressly understood that armed assignments as designed by the Chief or their

~~Chief's~~ designee are subject to rotation and removal from such duties at the discretion of the Department.

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

Employees assigned to the Armed Duty Assignment will be provided with new ID cards indicating that per Penal Code Section 25450 they are exempt from Penal Code section 25400.

~~I.~~H. Education Incentive for Probation Corrections Officer ~~and~~ Senior Probation Corrections Officer, and Supervising Probation Corrections Officer

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

2. Bachelor's Degree – Any Probation Corrections Officer, ~~or~~ Senior Probation Corrections Officer or Supervising Probation Corrections Officer who possesses or earns a bachelor's degree from an accredited university or college shall be paid a premium equivalent to four percent (4%) of the employee's base hourly rate of pay for all hours actually worked, not exceeding eighty (80) hours per pay period, upon presentation of proof that the employee holds such degree.

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

J. Placement Unit Assignment (Unit 12, 16, and 18): Deputy Probation Officers (DPO) and Senior Probation Officers (Sr. PO) assigned to the placement units designated by the Chief or their designee, shall receive additional pay of $2.50 per hour for actual hours worked, including overtime and training, in the designated placement assignment. The additional pay shall not apply to sick, vacation, or other leave hours utilized while in the designated placement assignment. Furthermore, overtime worked in a non-placement assignment shall not be eligible for this premium pay.

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

Removal from designated placement assignments is not a grievable issue under the

Grievance Procedure, unless it is alleged that the removal was a disciplinary or punitive action in which case the matter may be heard in the disciplinary procedure.

K. Training Officer Pay.

Any employee who has successfully completed the training officer program and is assigned as a Training Officer shall be compensated two dollars and fifty cents ($2.50) per hour for all time actually worked as a Training Officer; i.e., when a trainee is actually assigned. These employees are routinely and consistently assigned to train employees. Training Officer pay shall not apply to supervisory classifications.

L. Instructor Pay.

Any employee who is assigned to teach a class for the department shall be compensated two dollars and fifty cents ($2.50) per hour for all time actually worked as an Instructor; i.e., when the employee is actually teaching the class, not for prep time for the class. These employees are routinely and consistently assigned to instruct employees.

ARTICLE VI
PAY PRACTICES

Section 1. ~~Step~~ Advancement on the Range

~~A. Effective November 19, 2020, merit increases shall be received in four percent (4%) increments except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range in his/her classification.~~

~~B.~~A. ~~Effective November 19, 2020, the salary plan/grade of each classification covered by this MOU shall convert to a broadband salary range plan with no salary steps.~~ Each salary range shall contain a minimum and maximum salary amount where an employee's placement within the range will be identified by the employee's salary amount ~~and not by a salary step~~.

Every anniversary salary increase shall be in 4% increments except when there is less than four percent (4%) remaining on the salary range.~~,~~ If there is less than four percent (4%) remaining on the salary range, the merit increase ~~it~~ shall be to the maximum of the salary range in ~~his/her~~their classification.

~~C.~~B. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of twenty-six (26) pay periods ~~two thousand eighty (2080) hours (approximately one (1) year)~~ in a paid status in the position not including overtime.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of thirteen (13) pay periods ~~one thousand forty (1040) hours (approximately six (6) months)~~ in a paid status in the position not including overtime.

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

The second anniversary date shall be the first day of the pay period following the completion of an additional twenty-six (26) pay periods ~~two thousand eighty (2080) hours (approximately one (1) year)~~ in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

~~D.~~C. Two pay periods before the anniversary date of each employee holding a regular position ~~on a step basis~~, except as to an employee compensated at the maximum rate of the range~~highest step~~, the Human Resources Director shall inform the department head in writing on an appropriate form that the employee will be eligible for salary increase.

Prior to the anniversary date the department head, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form whether or not the department head allows the increase. If the increase is disallowed, the form shall contain the signature of the employee acknowledging notice of the disallowance and the reasons therefore. The department head may disallow a range~~step~~ increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee. The Human Resources Director shall promptly act on each increase allowed and the employee shall be paid at the increased rate from the anniversary date. If, through error, the anniversary date of an employee is overlooked or a notice herein required is delayed or omitted, a resulting failure to increase the compensation may be cured by then taking the action hereinabove required, provided the same is completed within the next two pay periods after said action should have been taken, and the employee shall be paid at the increased rate from the anniversary date. If the department head disallows such increase, the department head shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the department head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of the department head, which shall be made only on the basis of continued satisfactory performance in the position.

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

Section 2. New Employees

A. Except as otherwise provided by this MOU~~Memorandum~~, a new employee, shall be appointed at the minimum of the ~~salary~~ range of the salary plan/grade. The

Ddepartment Hhead with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any rate on the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced rate proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such rate higher than the minimum of the range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the rate so authorized to the same or one of said higher rate, fixing the minimum initial salary on such advanced rate. The anniversary date shall be the first day of the pay period which is not less than twenty-six pay periods2080 hours in a paid status thereafter, not including overtime. When such an incumbent employee is already on that rate, his/hertheir anniversary date shall not change.

Section 3. Re-employment

A. Upon recommendation of the department head or designee employing Officer and approval of the Human Resources Director, a former regular employee may be re-employed in the same class of position, which he/shethey previously occupied, at the same rate of the salary range as the rate applicable at the time of his termination, provided they were terminated in good standing.

B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this MOUMemorandum.

C. Whenever a former regular employee is or has been re-employed within three (3) months after termination he/shethey may, on recommendation of the department head or designeeemploying Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed accrued sick leave and accrued time toward earned vacation, not exceeding the amount thereof which was lost and to earn vacation at the rate at which they were earning at the time of termination., and his/herThe anniversary date for range adjustment rate advance may be expressly fixed, subject to other provisions of this MOUMemorandum relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of service prior to said termination.

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

The Human Resources Director may allow the employment or re-employment for up to one hundred twenty (120) working calendar days or nine hundred sixty (960) hours in any fiscalcalendar year, without loss of benefits, as specified by lawin Section 21224 of the Government Code. The lawat section permits the temporary

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

When a retiree under the California Public Employees' Retirement System~~State Employees Retirement Act~~ 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 new salary shall be at a rate on the new salary plan/grade, which is five and a half percent (5.5%) higher than that paid on the salary plan/grade of the former position where the new salary plan/grade is able to accommodate the increase. If the new salary plan/grade is unable to accommodate the increase the rate shall be to the maximum of the of the new salary plan/grade.

The effective date of all promotions shall coincide with the first day of a pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.

Section 5. Transfer

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

Section 6. Demotion

A. On demotion, the salary shall be placed at a rate that will result in a five and a half percent (5.5%) reduction in compensation on the demoted salary plan/grade as was applicable to the previous salary plan/grade. If the salary plan/grade of the demoted classification is unable to accommodate the reduction, the rate shall be to the maximum of the range of the demoted classification. The anniversary date shall not change. The effective date of all demotions shall coincide with the first day of a pay period.

B. Permanent employees who, within twenty-six (26) pay periods following a promotion, voluntarily demote to their previously held classification may return to the rate of the previously held classification from which they promoted, (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment and excluding merits/anniversary increases). Demotion under this section shall be with the mutual agreement of the employee and involved ~~d~~Department H~~h~~ead(s) and an opening must exist. The anniversary date shall not change.

Section 7. Reclassification

A. The salary of an incumbent of a position reclassified to a class on the same salary range shall not change. The anniversary date shall not change.

B. The salary of an incumbent of a position reclassified to a class on a higher salary plan/grade shall be at the rate of five and a half percent (5.5%) higher than that paid on the salary plan/grade of the former position, where the new salary plan/grade is able to accommodate the increase.; ~~i~~If the salary plan/grade of the reclassified classification is unable to accommodate the increase the rate shall be to the maximum of the range of the reclassified classification.

C. The anniversary date shall be determined in accordance with this Article, except that the first anniversary date following a reclassification to a classification on a higher salary plan/grade shall be determined in accordance with this MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of thirteen (13) pay periods in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following the completion of each additional twenty-six (26) pay periods in a paid status.

D. The salary of an incumbent of a position reclassified to a class on a lower salary range/grade shall not change unless such salary would exceed the maximum of the new salary plan/range, in which event it shall be reduced to the maximum. The anniversary date shall not change.

E. The effective date of a reclassification shall coincide with the first day of a pay period.

Section 8. Temporary Promotion

A regular employee may be promoted on a temporary basis (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 merit~~rate~~ increase~~s~~ which would have been due in their regular position shall be allowed.

Section 9. Conformance to Plan

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

ARTICLE VII
GENERAL PERSONNEL PROVISIONS

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

Section 1. Probation

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

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

B. Length of Initial Probation The length of the initial probationary period is 26 pay periods in paid status~~two thousand eighty (2080) hours (approximately twelve (12) months)~~.

C. Extension of ~~Initial~~ Probation. Any~~The initial~~ probationary period of an employee may be extended by the employing department head with the approval of the Human Resources Director. Extensions of a~~n initial~~ probationary period ~~are discouraged and~~ must be approved by the Human Resources Director or a designee in writing at least one (1) pay period ~~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 employee must be notified in writing of the extension prior to the expiration of the existing probationary period.

Any~~The initial~~ probationary period may be extended ~~in five hundred twenty (520) hour increments~~ up to two (2) times (seven (7) pay periods followed by six (6) pay periods, i.e., not to exceed a total probationary extension of thirteen (13) pay periods). ~~A one thousand forty (1040) hour initial probationary period may be extended once to one thousand five hundred sixty (1560) hours or twice to a total of two thousand eighty (2080) hours. A two thousand eighty (2080) hour initial probationary period may be extended once to two thousand six hundred (2600) hours or twice to three thousand one hundred twenty (3120) hours.~~ If an employee changes classification by promotion, transfer or demotion during ~~initial~~ extension~~s~~ of probation may also be made in the class to which promoted, transferred or demoted.

D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new twenty-six (26) pay period~~one thousand forty (1040) hour~~ initial probationary period following such promotion, demotion, or

transfer. ~~If the class to which the employee voluntarily promotes, demotes, or transfers requires two thousand eighty (2080) hours initial probation, the employee will serve a new two thousand eighty (2080) hour initial probationary period.~~ The ~~one thousand forty (1040) or two~~ twenty-six (26) pay periods~~thousand eighty (2080) hours~~ required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the employee in the position from which ~~he/she~~they voluntarily promoted, demoted, or transferred.

E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first twenty-six (26) pay periods ~~two thousand eighty (2,080) hours~~ of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary shall be the same rate (plus any base salary increase occurring after that promotion, i.e., Cost of Living Adjustment and excluding merits/anniversary increases) which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be re-determined based on the number of pay periods~~hours~~ of service the employee had at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence. An employee returned to a previously held classification in accordance with this provision is not entitled to the review procedure provided for in this MOU~~Memorandum~~.

F. Employment of Relatives. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; ~~provided,~~ ~~h~~However, in no instance, shall a County officer or employee execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion or work assignments) specifically pertaining to another County employee who is related within the first degree of consanguinity whether by blood or marriage. Whether by blood or marriage shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

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

Section 2. Retirement

The following classifications:

Class Code	Title
52411	Probation Corrections Officer I
52412	Probation Corrections Officer II
52413	Senior Probation Corrections Officer
52414	Supervising Probation Corrections Officer

79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

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

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

A. For "Classic Member" Safety Employees

1. Retirement Formula: The County contracts with CalPERS to provide the 3% at 50 (Tier 1) retirement formula for all safety employees hired before August 23, 2012 as set forth in California Government Code Section 21362.2. For employees hired on or after August 23, 2012 who are not "new members as defined in the PEPRA, the County contracts with CalPERS to provide the 2% at 50 (Tier 2) retirement formula as set forth in California Government Code Section 21362.

2. Retirement Benefit Calculation Period: The County's contract with CalPERS provides for the "Single Highest Year" retirement benefit for which "classic member" employees hired prior to August 23, 2012 in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS. For employees hired on or after August 23, 2012 who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.

3. Payment of Employee/Member Contribution: Classic members pay their 9% Member Contribution. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

B. For "New Members" As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7%@ 57 formula (Tier 3) provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

2. Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the

three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

~~A. Retirement Formulas.~~

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

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

~~B. Retirement Calculations.~~

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

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

C. Optional Benefits:

1. Purchase of Military Service Credit as Public Service. Pursuant to Government Code Section 21024 of Public Employees' Retirement Law, an employee may elect to purchase up to four (4) 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.

2. 1959 Survivor Allowance – Indexed Level. The provisions of Government Code Section 21574.5 of the California Public Employees' Retirement Law shall apply to safety employee members.

3. Pre-Retirement Optional Settlement 2 Death Benefit. The provisions of Government Code Section 21548 of the California Public Employees' Retirement Law (Pre-Retirement Optional Death Benefit) shall be applicable to safety employee members of the Law Enforcement Unit.

~~1.~~4. Post-Retirement Survivor Allowance. Pursuant to the provisions of Government Code Sections 21624 and 21626 of the Public Employees' Retirement Law, an allowance may be continued to a surviving spouse upon the death of a member after retirement.

~~D. Employer Paid Member Contributions (EPMC)~~

~~Employees will pay the employee contribution for the duration of employment.~~

~~Section 3. Non-Smoking Policy~~

~~Pursuant to Board of Supervisors Policy A-23, smoking in County facilities is prohibited except in specifically designated areas. Department heads or their designee shall identify smoking areas.~~

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

~~The County may designate up to seventy five percent (75%) of its unassigned vehicle fleet as no-smoking areas. In the remainder of the County fleet, if a non-smoker objects to smoking the no-smoking rule will apply. Assigned vehicles are smoking or non-smoking at the discretion of assignee.~~

~~Each department must have a written smoking policy. If there is no smoking allowed in your department or certain buildings or areas, make that declaration. If there are exceptions, you must identify rooms or areas within each building, whether County owned or leased, where smoking is allowable including shared areas, i.e., stairwells, hallways, restrooms, etc.~~

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

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

Section 4. Mileage Reimbursement

Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Adjustments to the County Rate, if any, shall be made pursuant to and concurrent with the IRS rate changes.

Section 5. Merit Systems/Veterans Preference

The Human Resources Administration under this MOUMemorandum is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and ability. Each officer shall appoint all necessary employees allowed for his/hertheir department by this MOUMemorandum only from among persons certified to themhim/her by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training and experience and shall take into consideration a system of veteran's preference as may be adopted by the Board of Supervisors, by resolution. The veteran's preference program shall be administered by the Human Resources Director.

Section 6. Electronic Fund Deposit of Payroll

Employees shall be required to receive payroll funds by electronic deposit.

Employees shall receive a Statement of Earnings (pay stub) through an electronic pay advice system. first class mail. The Statement of Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior to the electronic deposit. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs.
Statement of Earnings will be mailed to the last known address on file with the Human Resources Department. It shall be the responsibility of the employee to update their address of record with the Human Resources Department as required.

RSA understands and agrees that the County may transition from hard-copy Statement of Earnings (pay stubs) to electronic pay stubs. The County agrees to provide as much advanced notice as practicable so that concerns RSA may have over problems associated with this transition can be discussed.
Section 7. Active Employee Badges

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

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.
Section 78. Retiree ID Cards

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

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

Section 9. One-Time Special Time Bank

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

1. ~~The County may require an employee to use the hours in this Special Time Bank during FMLA/CFRA/PDL leave after exhausting sick leave and before use of regularly accrued vacation.~~

2. ~~Only those employed in an RSA PSU represented classification during the pay period in which the Special Time Bank is implemented will receive the Special Time Bank and may only use the Special Time Bank hours while in an RSA PSU represented position.~~

3. ~~This bank is subject to the same request procedures as vacation.~~

ARTICLE VIII
LEAVE PROVISIONS

Section 1. Sick Leave

A. Accrual

~~Every regular employee shall accrue sick leave pay on a daily basis and computed at the rate of four (4) hours per pay period.~~Employees in 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. A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.~~

~~3. Sick leave shall accrue at all times when the employee is in a paid status.~~

~~4.~~2. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. ~~However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.~~

B. Proof of Illness

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

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

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

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

C. Reporting Requirements. ~~In the absence of a more stringent department policy, a~~An employee reporting off work for sick leave usage shall call the employee's supervisor or designee no less than ~~within~~ one (1) hour before (subject to extenuating circumstances) ~~or after~~ the employee's scheduled starting time.

D. Reason for Usage. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the employee. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for an employee's family member, as defined under applicable law.

E. Payout for Sick Leave. Upon retirement, disability retirement or death of an employee or officer, ~~and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System,~~ half of unused accumulated sick leave shall be paid for at the rate of one hundred (100%) percent of the current salary value thereof for each such person who has had five full years of service in a payroll status, provided however that the total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

Section 2. Return to Work Following Injury

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

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

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

Section 3. Bereavement Leave

The County agrees to allow up to five days of leave, three of which will be paid and the additional two days to be deducted from the employees' sick leave. Eligible employees must be in an active payroll status and be compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparent, grandchild, or step-relationships of the same categories. The County has the right to require proper documentation in support of the requested leave.

Section 4. Fitness for Duty

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

1.A. Request, at County expense, to be referred to a County designated health care provider or to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.

A.B. Be evaluated by a physician or other person legally authorized to provide health care services of the employee's choosing at the employee's expense, in the specialty designated by the County Employee Health Medical Director, to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department. Subject to the County Employee Health Medical Director's approval, the selected physician or other person legally authorized to provide health care services must be certified.

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

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

Section 5. Agency/Department Leave Without Payof Absence/Official Leave of Absence

A n agency/department leave of absence or an official leave of absence without pay may be granted for the following reasons:

A. Illness or disability when sick leave has been exhausted;
~~Pregnancy;~~

B. To take a course of study which will increase the employee's usefulness on return to the County; or

C. Personal reasons acceptable to the authority whose approval is required;

1. ~~Agency/d~~Department L~~l~~eave ~~of absence~~. ~~Agency/d~~Department leave of absence up to one hundred sixty (160) hours in any one (1) calendar year period may be granted to any employee by the agency/department head. Such leave shall be reported as ~~l~~Leave Without Pay~~of absence~~ via the ~~agency/~~department's payroll. The ~~agency/~~department head may require the leave without pay~~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/d~~Department H~~h~~ead.

   An employee on leave without pay ~~of absence~~ for illness or disability reasons will be required to present a return-to-work statement from the attending physician releasing the employee to full duty, prior to being allowed to return to work. ~~Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act.~~

2. Official leave of absence. A regular employee may request an Official leave of absence without pay exceeding one hundred sixty (160) hours, but not exceeding one (1) year (two thousand eighty (2080) hours). Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the department head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources Department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the ~~agency/~~department head, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

   Nothing herein shall prevent the earlier return to duty by the employee, except the ~~agency/~~department head may require two weeks advance notice of the employee's intention to return.

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending physician releasing the employee to full duty, prior to being allowed to return to work. ~~Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act.~~

The Human Resources Director shall be promptly notified of the return of any employee from an official leave of absence without pay. The Board of Supervisors shall have the right to cancel or revoke a leave of absence previously granted.

Section 6. Military Leave

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

Section 7. Jury Duty

A. An employee who is called for jury duty shall be compensated (as though they werehe or she was working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours.

B. If a unit member is required to be absent from work to report for jury duty, the employee will notify his/hertheir supervisor of the absence as soon as possible, including, a voice or text phone message the night before if the employee finds out via a phone recording that he/shethey must report the next day.

C. An employee on jury duty must either return to work after the jury service is done for the day if there are still four (4) hours or more left on his/hertheir shift or call in to his/hertheir supervisor and ask to use leave to cover the rest of his/hertheir shift. If there are less than four (4) hours left on the employee's shift, the employee will be considered to have completed his/hertheir shift and remain on paid status for the remainder of the scheduled shift and does not need to return to work.

D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.

E. An employee who is scheduled for a swing or graveyard shift on a day he/shethey areis called to jury service will be authorized to request to change his/hertheir work hours in order to report to jury service under the same provisions of a-c above.

F. An employee who is called to jury duty will not be subject to working his/hertheir full graveyard or swing shift if there is not a minimum of eight (8) hours before or after assigned jury duty. If there is less than eight (8) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave his/hertheir shift early to allow for a minimum break of

eight (8) hours. If there is less than eight (8) hours between the end of jury duty and the start of their shift, an employee will be able to delay ~~his/her~~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 time subject to supervisor approval.

G. Any employee called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if they use County transportation.

H. Employees who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, they may use leave accruals other than sick leave for such an absence.

Section 8. Air Pollution Emergency

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

Section 9. Abandonment/Automatic Resignation

A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written ~~agency/~~department notification does not respond to the ~~agency/~~department and/or does not provide a satisfactory explanation for the absence; and the failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three ~~working~~ 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.

B. An employee may, within ten (10) calendar days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, reinstatement may be granted only if the employee makes a satisfactory explanation to a Mediator from the State of California Mediation and Conciliation Service for the absence and/or the failure to obtain an approved leave of absence, and the Mediator finds the employee is ready, able, and willing to resume the discharge of the duties of the position.

1. Appeals shall be heard by a person assigned by the State Conciliation Service. The conciliator's decision may be verbal or in writing. The decision

of the State Conciliation Service shall be binding on both parties, neither of which shall have the right of further appeal.

2. Only the employee and one (1) non-attorney representative and the department head or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney, who may also have a non-attorney representative. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.

3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator or mutually agreed upon impartial party may consult with witnesses informally and otherwise investigate the controversy.

4. The judgment of the conciliator shall be rendered within five (5) ~~working~~ business days of submission of the controversy to themhim/her. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.

5. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of thisany MOUMemorandum of Understanding.

6. All costs for the service of the conciliator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and the employee.
~~6.~~

ARTICLE IX
VACATION

A. Subject to the limitations and exemptions of this section, every regular employee shall be entitled annually to the following number of working hours of vacation with pay in accordance with the record of completion of continuous years of service:

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

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

More than nine (9) years in paid ~~years ten (10) or more (eighteen thousand seven hundred twenty-eight (18,728) hours or more) in a payroll~~ status one hundred sixty (160) hours each year.

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 a maximum of seven hundred and forty-four (744) hours, and may be taken only at a time or times agreeable to the D~~d~~epartment H~~h~~ead. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

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

B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this MOU~~Memorandum~~. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. ~~While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.~~

~~C. Seasonal and temporary employees shall not be entitled to paid vacation.~~

~~D.~~C. No person shall be permitted to work for compensation for the County during vacation, except with prior approval of the Board of Supervisors and the department head.

~~E.~~D. A regular part-time employee shall accrue vacation in the same proportion that working hours bear to the normal working hours of a full-time position. The same proportion shall apply in determining payment of earned vacation on termination.

~~**A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this Memorandum**~~

~~may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.~~

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

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

ARTICLE X
HOLIDAYS

Section 1. Paid Holidays

A. Only regular and probationary ~~and seasonal~~ employees in a current paid status shall be eligible for paid holidays.

B. County Holidays

January 1, New Year's Day
Third Monday in January, Dr. Martin Luther King, Jr.'s Birthday
February 12, Lincoln's Birthday
Third Monday in February, Washington's Birthday
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Columbus Day/ 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 when such date falls on a Sunday.

C. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.

E. An employee who is on a leave of absence without pay for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

F. Regular ~~or seasonal~~ employees ~~covered under the provisions of this Memorandum~~ who are regularly scheduled to work on a paid holiday shall be paid at their regular rate for the time actually worked.

In addition, such employee shall have a choice of:

1. Compensatory time off not to exceed eight (8) hours for such holiday or;

2. Be paid for the holiday at the regular rate of pay not to exceed eight (8) hours.

An employee with accumulated holiday credit may, and if requested by the department head shall, within seven (7) days specify the dates of at least three (3) working days during the next two (2) succeeding pay periods that the employee desires to take as holiday compensatory time off. The department head may authorize compensatory holiday time off for all or any portion of the dates specified, but shall authorize at least one of the three (3); provided however, that if in the department head's judgement, such day or days will create a demonstrable hardship to the department; in that event, the employee, within seven (7) days after notification by the department head, shall specify three (3) other working days at least one (1) of which shall be granted. Unless otherwise agreed to by the employee, the department head shall not authorize time off less than eight (8) hours. If an employee, after being requested by the department head, refuses or neglects to specify the time they desire to take as compensatory holiday time off, as herein provided, the department head may schedule compensatory holiday time off for the employee.

G. A regular part-time employee shall only receive holiday pay for the holiday or portion thereof, which coincides with their regularly scheduled working hours not to exceed eight (8) hours.

H. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to equal compensatory time off for such a holiday not to exceed eight (8) hours.

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

ARTICLE XI
REIMBURSEMENT PROGRAMS

Section 1. Living Quarters, Meals, or Laundry Service

Rates for maintenance, including living quarters, meals, or laundry service, furnished by the County to any officer or employee, shall be fixed by a resolution of the Board of Supervisors from time to time. Payment therefore shall be made by a deduction from compensation, or by performance of additional services, as may be determined by the Board of Supervisors.

Section 2. Meals

No charge for meals shall be made where the same are furnished for the convenience of the County, such as for employees at County institutions who are required by the nature of their duties to take their meals in connection with such employment, and cooks and kitchen helpers when working an 8-hour shift for the convenience of the County shall be furnished one meal without charge in every department or institution of the County where kitchen facilities are maintained and meals regularly prepared. No person shall receive maintenance at any institution unless on duty at such institution.

Section 3. General Provisions

Nothing herein shall prohibit the furnishing of meals on a cost basis where necessary or convenient. It shall be the duty of the department head or designeeeach officer to make certain that the provisions of this section are complied with as to all employees, departments and institutions under their control and to keep the Auditor properly informed as to any payroll deductions required hereunder.

Section 4. Moving Expenses-Current Employees

Upon the written request of a department head, with the written approval of the County Executive Officer, the Board of Supervisors may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the change, shall be subject to such reasonable conditions as the Board may require, shall specify the maximum amount authorized and shall not be granted more than once in any one year period for any one employee, nor for any employee until he/shethey haves been continuously employed by the County for at least one year preceding the authorization. If the employee voluntarily terminates employment with the County within one year of the payment of the expenses set forth herein, the employee shall, within 30 days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 5. Reimbursement for Employee Training - Board Policy C-7

The parties agree to incorporate Board Policy C-7 by reference into the MOU.

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

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

~~A. By the department head~~

~~1. When the tuition or registration fee is $500.00 or less.~~

~~2. When the cost of training, in any amount, is reimbursed form funds administered by State or Federal agencies.~~

~~B. By the Human Resources Department and Administrative Office~~

~~1. When the tuition or registered fee is more than five hundred dollars ($500.00) (for all training except referred to in A(2) above).~~

~~2. Such approval shall be obtained prior to the commencement of the training.~~

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

ARTICLE XII
DISCIPLINE, DISMISSAL, AND REVIEW

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

Section 2. Any of the following acts of an employee who has permanent status shall be good cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons:

A. Dishonesty;
B. Incompetence;
C. Inefficiency or negligence in performance of duties;
D. Neglect of duty;
E. Insubordination;
F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
G. Absence without leave;
H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
I. Discourteous treatment of the public or other employees;
J. Political activity in violation of federal or state law;
K. Physical or mental unfitness to perform assigned duties;
L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;

M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed;

N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department. The department shall ~~prescribe procedures to insure that~~ inform employees affected by such~~the~~ requirements ~~are informed of them~~;

O. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy;

P. Violation of the County Anti-Violence in the Workplace Policy; and,

Q. Violation of the County's 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 range from the existing rate to a lower rate for a specified duration of one or more full pay periods, but not to exceed thirteen (13) pay periods.

ARTICLE XIII
DISCIPLINARY APPEAL PROCEDURE

Section 1. General

Any notice required to be given by this procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid, and addressed, or sent by an overnight service such as Federal Express or overnight UPS to the designated recipient at the last known address. Whenever there is an interrogation of an employee where the significant purpose is to investigate facts to support disciplinary action there is a right for the employee to be represented.

A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons, that directly affects the wages, hours, or working conditions of a permanent employee.

B. Unless otherwise specified, as used in this procedure, "department head" includes the department head or a designated subordinate.

~~C. Department, for purpose of this procedure, shall be defined as an agency, department, or district of the County which is set out in a separate section of Ordinance No. 440.~~

~~D.~~C. The ~~Employee~~ Labor Relations Division Manager may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the ~~Employee~~ Labor

Relations Division Manager may be exercised by a designeedesignated ~~subordinate~~.

Section 2. Involuntary Leave of Absence

Pending investigation by the department head of accusation against an employee alleging employee misconduct, covered under Article XII of this MOU~~Memorandum~~, the D~~d~~epartment H~~h~~ead may place the employee on a leave of absence for a period of time not to exceed ninety ~~fifteen~~ (90~~15~~) working days with pay.

If the department head is unable to complete the investigation within ninety (90) ~~the fifteen (15)~~ days ~~referenced above,~~ the leave of absence may be extended to a combined maximum of one hundred and eighty ~~ninety~~ (180~~90~~) calendar days. In such cases, and except for good cause as solely determined by the department head, the department head will notify the employee as to what specific allegations are being investigated. The Association~~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~~ determine~~s~~ 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) calendar days.

The administrative leave provisions of this Section do not apply to investigations related to, or resulting from, Fitness for Duty or Workers' Compensation related issues.

An employee placed on Administrative Leave pursuant to the provisions of this Section shall, unless otherwise directed, be required to contact their~~his or her~~ supervisor, or other designated party(ies) at the start of each shift they~~he or she~~ would otherwise have been required to work and shall be required to return to work within twenty-four (24) hours' notice by an authorized department representative. It is also the employee's responsibility to ensure the department has their~~his or her~~ current address and~~, if applicable, home~~ telephone number.

Section 3. Notice of Disciplinary Action

A. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as previously provided at least seven (7) ~~working~~ business days prior to the effective date of the action and shall include:

1. A description of the action(s) to be taken and the expected effective date(s);

2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;

3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and

4. A statement informing the employee of the right to respond either verbally or in writing, to the Skelly Officer ~~department head~~ prior to the ~~effective date of the disciplinary action(s).~~ 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 10 ~~working~~ business days of the date the letter is served on the employee.

Section 4. Amended Notice of Disciplinary Action

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

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

Section 5. Appeals

Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Employee Relations Manager within ten (10) ~~working~~ business days after the date of notification of action against which the appeal is made. An appeal shall:

A. Be accompanied by a copy of intent and final decision notice of disciplinary action served on the employee;

B. A brief statement of the facts and reasons for the appeal; and

C. A brief statement of the relief requested.

Section 6. Waiver

If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived.

Section 7. Hearing Procedure - Minor Discipline

A. When disciplinary action results in a suspension of eighty (80) working hours or less, pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand, the appeal shall be determined under the following provisions:

1. Appeals shall be heard by a person assigned by the State Mediation and Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the parties. The conciliator's decision may be verbal or in writing. The conciliator's decision shall be binding on both parties, neither of which shall have the right of further appeal.

2. Only the employee and one (1) non-attorney representative and the department head or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self represented. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.

3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator may consult with witnesses informally and otherwise investigate the controversy.

4. The conciliator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.

5. The judgment of the conciliator shall be rendered within five (5) ~~working~~ business days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.

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

7. All costs for the service of the conciliator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and the employee.

Section 8. Hearing Procedure - Major Discipline

A. Appeals filed in cases of termination, suspension exceeding eighty (80) working hours, or pay reductions exceeding eighty (80) hours of gross salary shall be heard by an arbitrator.

B. The parties shall maintain a jointly negotiated list of no fewer than seven nor more than eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from RSA and the County shall meet to establish the list of up to eleven Arbitrators.

C. The hearing shall be set by the Employee Relations Manager, or designee, and employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.

D. The employee and the department head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee may be represented only by the exclusive employee organization.

E. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the officer or employee. The Employee Relations Manager shall arrange for the production of any relevant County record. The arbitrator is authorized to issue subpoenas.

F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the department head may, at their own expense, provide a reporter for the hearing.

G. The expenses of the arbitrator and transcripts, if required, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.

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

I. Within 21 days following the submission of the appeal, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the arbitrator shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.

    1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or

subtract from the provisions of the Memorandum but, rather, shall interpret and apply its terms.

2. If the arbitrator finds that the disciplinary action was appropriate, the action shall be sustained.

3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.

5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.

6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty, which results solely from the appellant's request for written briefs in the arbitration proceedings.

7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.

Section 9. Evidence And Procedures Applicable to All Hearings

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

B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.a. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.

C. Irrelevant and unduly repetitious evidence shall be excluded.

D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of County departments involved in an arbitration, and communications

between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.

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

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

G. The employee and the dDepartment hHead shall have these rights:

1. To call and examine witnesses;

2. To introduce exhibits;

3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;

4. To impeach any witness regardless of which party first called the witness to testify; and

5. To rebut any derogatory evidence.

H. The hearing shall be a private proceeding among the County, the employee and the employee organization.

ARTICLE XIV
GRIEVANCE PROCEDURE

~~A. GENERAL PROVISIONS~~

Section 1. Intention

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

Section 2. Grievance Definition

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

A. Matters reviewable under some other County administrative procedure;

B. Matters for which the solution of which would require the exercise of legislative power, such as the adoption or amendment of an Ordinance, rule, regulation, or policy established by the Board of Supervisors;

C. Matters involving the termination of a probationary~~, seasonal or temporary~~ employee;

D. Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension or any other action taken for disciplinary reasons against a permanent employee, pursuant to the provisions of Article XII; and,

E. Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory (or competent) or better or (2) with respect to employees in their initial probationary period.

Section 3. Freedom From Reprisal

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

Section 4. Employee Representation

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

Reasonable access to work areas by representatives of RSA shall be in accordance with Section 20 of the Employee Relations Resolution. The grievant(s) and one representative are entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant(s) unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

Section 5. Consolidation

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

Section 6. Resolution

Any grievance petitions settled at any point during the grievance-arbitration procedure shall be final and binding on the parties to the settlement.

Section 7. Withdrawal

Any grievance petition may be withdrawn by filing party at any time, without prejudice.

Section 8. Time Limits

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

Section 9. Resubmission

Upon consent of the person hearing the grievance petition and RSA, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

Section 10. Extension of Time

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

Section 11. Steps in the Grievance Process

The following procedure shall be followed:

A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee(s), or the employee's representative, shall first take the matter up with the immediate Supervisor. The Supervisor shall give a prompt response where it is possible to do so. The employee and the Supervisor are each entitled to the presence of a silent observer to the employee - Supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee(s) or the Supervisor. Grievances filed by RSA on its own behalf may be filed in writing without any prior discussion with supervision.

B. Submission of Written Grievance. All grievance petitions shall be filed within fifteen (15) ~~working~~ business days after the occurrence of the circumstances giving rise to the grievance, or within fifteen (15) days of the discovery of the circumstances giving rise to the grievance, or when those circumstances reasonably should have been discovered, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. RSA shall submit the grievance petition to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the grievance petition is complete. The Human Resources Department shall forward a copy of the grievance petition to the appropriate d~~D~~epartment h~~H~~ead(s).

C. Grievance Meeting. Within fifteen (15) ~~working~~ business days after submission of the grievance petition, the d~~D~~epartment h~~H~~ead, or a designee, and the ~~Employee~~ Labor Relations Division Manager, or a designee, shall meet with RSA to discuss the grievance. No later than fifteen (15) ~~working~~ business days thereafter, the ~~Employee~~ Labor Relations Division Manager, or a designee, shall render written decision.

D. Demand for Arbitration. If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented in writing to the ~~Employee~~ Labor Relations Division Manager or a designee within ten (10) ~~working~~ business days after receipt of the decision of the ~~Employee~~ Labor Relations Division Manager, or a designee.

Section 12. Arbitration

A. After submission of a demand for arbitration, the parties shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List." Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties. If the parties are unable to agree, then an arbitrator will be selected by the parties alternately striking names from the "Arbitrator Strike List" until one (1) name remains who shall serve as the arbitrator.

B. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.

C. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the ~~Employee~~ Labor Relations Manager, or a designee, with the employee's department head at least two (2) ~~working~~ business days in advance of the hearing date.

D. Prior to the arbitration hearing, the parties shall meet and attempt to prepare a joint statement of the issues, which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues. The arbitrator shall not decide any substantive issue(s) not within the statement of the issues submitted by the parties. This includes issues which have not been raised and considered at an earlier step of the grievance procedure. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.

E. All grievances filed by RSA shall be heard and discussed in the grievance procedure up to and including the grievance meeting; no grievance shall be rejected from the grievance procedure. In the event that the County maintains that the issue is not subject to arbitration the issue of arbitrability shall be resolved by an Arbitrator on the Arbitrator Strike List who shall be selected by mutual agreement of the parties but who will not hear the underlying dispute. In the event that the arbitrator finds that the grievance is arbitrable, the parties shall select a different arbitrator to hear the underlying dispute.

F. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained herein. No arbitrator shall have any power to

alter, amend, modify, or change any of the terms of this agreement or shall exceed the authority provided to themhim by this MOUagreement.

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

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

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

J. The decision of the arbitrator shall be final subject to the right of either party to seek judicial review by filing a writ per the appropriate section of the California Code of Civil Procedure.

ARTICLE XV
ANTI-STRIKE CLAUSE

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

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

ARTICLE XVI
ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first 21 calendar days during which he/she is necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits.

If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including, for this purpose, the values, successively, of the accrued compensatory time off for overtime and accrued vacation credit. During a period of temporary disability and in the proportion that the employee is paid for the difference between the temporary disability payments and the regular compensation, he/she shall continue to accrue sick leave and vacation benefits at

~~the regular rate.~~An employee who exhausts leave per Labor Code section 4850 is eligible to receive total temporary disability (TTD) benefits if still unable to return to work per the law. Such an employee is permitted to supplement TTD benefits by using available accrued leave to receive up to the maximum of their full pay.

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

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

ARTICLE XVII
LAYOFF AND REINSTATEMENT

Section 1. Seniority

A. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire.

B. Definition of Department. For purposes of this procedure, department shall be defined as the smallest business unit of:

1. the administrative staff of an agency; or
2. a department; or
3. a department within an agency; or
4. a district of the County; or
5. a County Service Area

C. Whenever more than one employee in a department has the same most recent date of hire, seniority shall be determined in the following order: Hours of County service from the most recent date of hire, seniority in classification, and seniority in the department or agency.

D. Except as otherwise provided in this Procedure, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the layoff list.

Section 2. Reduction in Force

A. When it becomes necessary to reduce the work force in a department, the department head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department. No regular employee shall be laid off in any job classification if there are temporary employees ~~or seasonal employees~~ in an active status in the same job classification within the department. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.

B. Any reduction in the number of regular employees holding a job classification designated by a department head for layoff shall be made in the following order of employment status:

1. Temporary promotion employees (return to former class);

2. Probationary new employees;

3. Probationary transfer employees, probationary promotional employees, and regular employees.

C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department, subject to the approval of the Human Resources Director. Employees laid off out of seniority shall be given written notice of this action.

D. After consultation with the Human Resources Director or a designee, the department head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least calendar 14 days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:

1. The reason for layoff;

2. The effective date of the action;

3. If laid off out of seniority.

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

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

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

Section 3. Reassignment

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

1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) ~~working~~ 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) ~~working~~ business days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective.

Section 4. Employment Counseling and Referral

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

A. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred first to any department requesting a recruitment for classifications from which the employees were laid off.

B. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred first to departments requesting recruitments for all other classifications within the RSA Public Safety bargaining unit.

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

Section 5. Departmental Reinstatement List

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

B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.

C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:

1. The expiration of two (2) years from the date of placement on the list.

2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position, which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.

3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify ~~his/her~~their department head, in writing, of the employee's current mailing address.

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

D. Status on Reinstatement

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

1. Restoration of all sick leave credited to the employee's account on the date of layoff.

2. Continuation of seniority.

3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.

4. Placement on the salary range at a rate which is nearest their former or current pay rate, whichever is higher, with the employee's hours at a rate being the same number of hours which the employee had at the time of layoff.

Section 6. Re-employment

Status on Re-employment. Re-employment is defined as being employed by the same or other department into a regular position, only while on the reinstatement list, other than that from which the employee had reinstatement rights to. If re-employed while the employee's name is current on any reinstatement list, the employee shall be entitled to:

A. Restoration of all sick leave credited to the employee's account on the date of layoff.

B. Continuation of seniority shall be credited to the employee upon successful completion of the applicable probationary period.

C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.

Section 7. Temporary Recall

Departments may elect to recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than thirty (30) days and not to exceed four hundred eighty (480) full-time hours within a six (6) month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond four hundred eighty (480) full time hours, a permanent recall shall be effectuated, if sufficient work

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

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

ARTICLE XVIII
UNIFORMS~~DRESS CODES~~

Section 1. The Probation Department's policy on Uniforms and Civilian Attire shall apply to all employees in the unit. The parties agree that changes to uniforms raised either by the County or the Association will be discussed in uniform committee made up of members from Management and the Association. ~~The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. Effective the signing of this Agreement, an employee must be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of this Article.~~

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

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

~~"Appearance Standard Dress Code – Uniforms"~~

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

~~Section 2. Uniforms~~

A. General Uniform Provisions

1. Issuance. The County agrees to provide uniforms or uniform allowances to employees in the department so long as the employee is required to wear uniforms in the performance of their duties.

2. Property of the County. Uniforms issued by the County shall remain property of the County.

3. Return. Employees shall return all issued uniforms/articles of the issued uniform to the County upon request.

4. Reporting of Uniforms to CalPERS. The parties agree that to the extent permitted by law, the value of uniforms ~~(in an amount not to exceed one thousand dollars ($1,000.00) annually)~~ is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to

Title 2 CCR, Section 571(a)(5) Uniform Allowance. Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

5. The annual value of uniforms (which shall be reported biweekly) provided to each classification in the unit is as follows:

Job Code	Classification
52411	Probation Corrections Officer I - $726.70
52412	Probation Corrections Officer II - $726.70
52413	Senior Probation Corrections Officer - $726.70
52414	Supervising Probation Corrections Officer - $726.70
79531	Deputy Probation Officer I - $507.00
79532	Deputy Probation Officer II - $507.00
79533	Senior Probation Officer - $507.00
79534	Supervising Probation Officer - $507.00 (when assigned in the field and $726.70 when assigned to an Institution).

For Deputy Probation Officer I, II, Senior Probation Officer and Supervising Probation Officer, if in an armed assignment, the amount shall be $726.70.

The uniform value will not be reported in any pay period where the employee was in an unpaid status for the entire pay period.

ARTICLE XIX
VOLUNTARY TIME-BANK

Section 1. ~~Any department considering~~ In establishing a Time-Bank for ~~its~~ eligible employees the County shall follow the guidelines below:

A. Definition of eligible employees.

Only employees in budgeted ("Regular") positions within the Public Safety Unit are eligible to participate in the Riverside County Voluntary Time-Bank Policy.

B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all accumulated leave. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (i.e., the spouse, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for an extended period to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave.

C. Conditions and procedures under which a Time-Bank for catastrophic illness/injury may be established.

1. Only the department head, upon concurrence from the Human Resources Director, may request establishment of a Time-Bank for an employee within the department who is suffering a financial hardship due to a catastrophic illness or injury.

2. When the department head has determined that an employee would benefit from the establishment of a Time-Bank, the department head will contact the employee to determine if the employee desires to participate in a Time-Bank program. If the employee desires to participate in the Time-Bank program, the department head will contact the Human Resources Department and recommend the establishment of the program.

3. The Time-Bank will be established on behalf of an individual employee. The bank will accept donations of leave from one or more donors.

4. The Time-Bank will be operated by the Human Resources Department. The department head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.

5. On establishing a Time-Bank program, the Human Resources Department should ensure that only credits that are necessary are donated. All donations are not retrievable.

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

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

2. Donations of vacation, or holiday accrual, ~~or administrative leave~~ must be in increments of 8 hours or more and drawn from one bank only.

3. The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be converted to cash upon that person's separation.

4. An employee may not donate leave hours thatwhich would reduce their accrued leave balances of vacation, holiday accrual, compensatory time, sick leave, or administrative leave to less than one hundred sixty eights (168) hours.

5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or holiday leave ~~administrative leave~~.

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

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

1. Only the employee for which the Time-Bank has been established may receive leave credits from the Time-Bank. Such leave credits shall be added to the employee's vacation balance.

2. The affected employees will provide verification of their (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.

3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.

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

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

1. Receipt of written approval from the employee to announce the need for a Time-Bank transfer.

2. Notify the Human Resources Department of the need for the program and coordinate the program's establishment.

3. Require that employee donations be made directly to the Human Resources Department to ensure that employee's decision to donate or not donate is kept confidential.

4. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-Bank and take appropriate action.

G. The Human Resources Department will:

1. Control the Time-Bank program.

2. Receive from the employee benefiting from the Time-Bank proof of eligibility and a signed agreement allowing publication of the employee's situation.

3. The employee benefiting from the Time-Bank and the Human Resources Department will agree on the content of the publicity.

4. Publicize the establishment of the Time-Bank program. The notice will inform all employees of:

a. The establishment of the voluntary program.

b. Their opportunity to donate.

c. How donations are submitted.

5. Notify the department head immediately if the program cannot be established and the reason(s).

6. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-Bank and take appropriate action.

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

ARTICLE XX
APPEAL PROCEDURE
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures

The following procedure shall be followed by the Accident Review Committee:

A. The Accident Review Committee will make a determination if an accident is preventable or non-preventable in the absence of the employee.

B. If the Accident Review Committee determines that the accident is non-preventable or operational, no appearance will be granted to an employee to appear before the committee.

C. If the Accident Review Committee determines an accident is preventable, an employee may request an appeal to the determination and appear before the committee to present their evidence and give testimony.

D. Appeal of Accident Review Committee Determination.

1. A notice of determination is sent to the employee by certified mail return receipt requested to their last known address if the accident is determined to be preventable. The notice of determination will include an employee's right to appeal the committee's finding. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing of the notice of determination to the employee.

2. The employee shall submit a written request for review within ten (10) ~~working~~ 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 XXI
FLEXIBLE BENEFIT PROGRAM

Section 1. CalPERS Health Insurance Plan

Employees shall be eligible for health insurance in the County's CalPERS health insurance plan

Section 2. County Contributions to Medical, Dental and Vision Plans

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

The County's monthly total contribution toward each employee and eligible retiree, the contribution for medical (inclusive of the CalPERS statutory minimum (i.e. Public Employees' Medical and Hospital Care Act (PEMHCA)), dental and vision plans for County sponsored plans shall be as follows:

COVERAGE LEVEL	TOTAL COUNTY CONTRIBUTION	TOTAL COUNTY CONTRIBUTION EFFECTIVE DECEMBER 11, 2025	TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 12, 2026 (PAY PERIOD 25)	TOTAL COUNTY CONTRIBUTION EFFECTIVE NOVEMBER 11, 2027 (PAY PERIOD 25)
Employee Only:	$940.00	$969.06	$1,017.52	$1,068.40
Employee Plus One Dependent:	$1,511.00*	$1,671.06	$1,771.06	$1,871.06
Employee Plus Family:	$1,511.00*	$2,087.00	$2,187.00	$2,287.00

*For the County Contribution, these amounts are inclusive of the flex contribution amount and the subsidies that the County provided through the term of the 2020 - 2025 MOU.

Employees must select a medical plan to receive these amounts.

B. Proof of Medical Coverage. Employees electing not to participate in a County sponsored health care plan must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical

coverage shall be received by the Human Resources Department within sixty (60) days from date of hire, and annually.

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.

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.

C. Cash Back of Flex Benefits Contributions. Employees are not able to receive 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.

D. Pro-rated Contributions.

Part-Time employees working twenty (20) to twenty-nine (29) hours per week, shall receive fifty percent (50%) of the applicable flexible benefits contribution amount allotted for full-time regular employees per month per employee.

Part-Time 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.

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.

Section 3. Other Insurance

A. Optical Insurance. The County agrees to provide a voluntary optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit in this MOU).

B. Life Insurance. The County shall provide life insurance, of fifty thousand dollars ($50,000), to all employees covered under this MOU. Employees may also purchase additional life insurance at the employee's cost with proof of insurability when applicable.

C. Short-Term Disability ("STD"). The County provides for STD benefits at County cost.

D. Flexible Spending Accounts ("FSA"). The County agrees to provide Flexible Spending Accounts for unreimbursed Health Care Expenses (HCFSA) and Dependent Care (DCFSA) as an option under the County's flex benefit plan (cafeteria plan). Participation is voluntary for eligible employees and FSA contributions shall be paid through deductions from employee wages.

Section 1. Establishment of the Plan

A. Purpose. The County of Riverside, a political subdivision of the State of California, hereby establishes a cafeteria plan, to be known as "The County of Riverside Flexible Benefits Program" (the "Plan"). The plan is intended to qualify as a plan described in section 125 of the Internal Revenue Code of 1986. The plan is established effective as of November 20, 1986, in order to provide eligible employees a means of choosing among various benefit programs on a favorable tax basis.

B. Applicability of Plan. The provisions of this plan are applicable only to the employees of the County in current employment who are members of a participating group of employees referred to under Article II, on and after November 20, 1986, who are enrolled in a benefit program offered under the Welfare Benefit Plan (excluding dental) offered by the County and who meet the eligibility requirements of Article V.

C. Provision for Payment of Benefits. Payment of the costs of benefits which are provided under this plan comes from County contributions of cash and to the extent additional funds are needed, with employee contributions of salary.

Section 2. Definitions

The capitalized words and phrases in this plan shall have the meanings set forth below:

A. The "Administrator" means the Health Benefits Officer of the County or a designee.

B. The "Code" means the Internal Revenue Code of 1986 as from time to time amended, supplemented, or superseded by laws of similar effect.

C. The "County" means the County of Riverside, a political subdivision of the State of California and, where the context requires, the duly authorized representative thereof.

D. "Contributory Coverages" means those coverages available to employees under a Welfare Benefit Plan and dental coverage for which the County makes contributions of cash on behalf of each employee and requires a salary reduction by an employee if the cost of the coverage exceeds the County's contribution made on behalf of the employee.

E. "Effective Date" means November 20, 1986.

F. "Employee" means an individual who is a "regular employee" as referred to in Salary Ordinance No. 440, of the County.

G. "Plan Year" means the calendar year.

H. "Welfare Benefit Plan" means any employee benefit program offered pursuant to this plan. Currently, the only such plans are the major medical coverages offered on

either an indemnity or prepaid basis and dental coverage, but not included are any vision, disability or accidental death or dismemberment plans which the County offers. Rights under any Welfare Benefit Plan offered pursuant to this Plan shall be determined only under the documents establishing the Welfare Benefit Plan, as amended from time to time, and which are incorporated herein by this reference.

I. Gender and Number. Except when otherwise indicated by the context, any masculine terminology shall also include the feminine and the definition of any term in the singular shall also include the plural.

Section 3. Eligibility and Participation

A person who is a member of a group of Employees (1) which is represented for collective bargaining purposes by an association or union which adopts this Plan through a memorandum of understanding with the County or (2) which is a classification of Employees with respect to which the County adopts the Plan shall be eligible to become a member of this Plan commencing with the effective date of such adoption. If a participant transfers to any position which is not covered by the Plan, they shall cease to be a participant. The individual will again become a participant when he/she returns to a position covered by the Plan.

Section 4. Benefits

A. Electable Benefits. The Compensation and benefits among which an employee may elect under this Plan are:

1. Salary, and

2. Contributory Coverages which are available to the Employee in lieu of salary. Included in the Contributory Coverages are benefits available under the Welfare Benefit Plan and dental coverage as offered by the County.

B. Election Under Plan. Elections under Section 4.1 shall normally be made for one year periods. Once per year at the date it specifies, the County shall permit each eligible Employee to make an election between a Contributory Coverage or cash in lieu thereof, as provided under Section 4.1. An employee may only revoke their benefit election and make a new election with respect to the remainder of the one year period to the extent permitted by the County, and only if both the revocation and the new election are on account of and are consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child and deletion of dependents). In addition, elections may also be made not later than sixty (60) days after an Employee first becomes eligible for a Contributory Coverage. Any election made by an Employee will remain in effect until changed by the Employee.

C. Election Amendments by Administrator. The County may amend Employee elections under this Plan in the event the County determines that amendments are necessary or advisable in order to (i) satisfy the anti-discrimination requirements imposed on this Plan by the Code; (ii) prevent any Employee from having to

recognize more income for Federal income tax purposes from the receipt of fringe benefits hereunder than would otherwise be recognized, due to the application of any anti-discrimination provision of the Code; or (iii) maintain the non-taxable status of benefits received under this plan or any benefit plan pursuant to the requirements of the Code.

D. Funding. This Plan shall be funded by County contribution of cash, and salary reduction contributions to the extent additional funds are needed by Employees in order to receive Contributory Coverage. County contributions shall be applied by the County to purchase Contributory Coverages for electing Employees or to pay them cash as provided under Section 4.1. The maximum amount of nonelective County contributions available for any Employee shall be the amount as listed on Appendix A, attached hereto, as may be amended from time to time. The maximum amount of salary that could be waived by Employees shall be the difference between the cost of the most expensive coverage available under a Welfare Benefit Plan that the Employee could select for the period in question and the nonelective County contribution made on the Employee's behalf. Each participant shall determine the amount of reduction in their salary to be used to purchase Contributory Coverages for the Plan Year, for each biweekly pay period, prior to the beginning of such Plan Year, or:

For the participant subject to a change in the family status referred to in Section 4.4, prior to the Effective Date specified by the participant in a written notification to the designated office of the County on such forms as the County may prescribe.

Section 5. Receipt of Benefits

A. Controlling Effect of Benefit Plans and Programs. All claims for benefits shall be subject to and governed by the terms and conditions of the particular benefit plan or program adopted by the County with respect thereto and the rules, regulations, policies, and procedures from time to time adopted in accordance therewith.

B. Insurance. To the extent that insurance or prepaid benefit coverage is procured to provide any of the benefits elected by Employees pursuant to this plan, an Employee's right to such benefits shall be limited to the amounts payable by such insurance, or available under the prepaid program, and the receipt thereof shall be subject to satisfaction of all of the terms, covenants, conditions, rules and regulations of the insurer or prepaid program. The County shall not have any independent obligation or duty to provide benefits to participants to the extent that such benefits are to be provided by the insurance or prepaid program. The County shall have the right from time to time to change the coverages or carriers of any one or more insurance policies without written notice to Employees.

Section 6. Administrative Provisions

The Administrator shall administer the Plan and shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not limited to, the following:

A. To construe and interpret this Plan, to decide all questions of eligibility and participation and to determine the benefit plans and programs to be covered by this Plan;

B. To prescribe procedures to be followed by Employees to make benefit elections pursuant to this Plan;

C. To prepare and distribute information explaining this Plan and the benefit plans and programs covered hereby in such manner as the Administrator determines to be appropriate;

D. To request and receive from all Employees such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;

E. To furnish each Employee with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;

F. To receive, review and keep on file such reports and information concerning the benefit plans and programs covered by this Plan as the Administrator determines from time to time to be necessary and proper; and,

G. To appoint or employ such individuals or entities to assist in administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants.

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

Section 7. Flex Benefits Programs

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

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

Commencing Calendar Year 2010 Amount as established by State law.

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

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

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

   Employees with family coverage: Monthly premium reduced by $100.00

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

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

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

   The medical subsidies shall have no cash value.

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

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

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

D. Employees waiving medical coverage shall receive $456.72 per month. Effective November 19, 2020, eliminate medical waiver opt out pay.

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

F. Effective January 1, 2021, employees have the right to contribute to the County's Healthcare Flexible Spending Account to the maximum permitted per IRS guidelines.

Section 8. Optical Insurance

The County provides an optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing

~~County contribution or employees contributions (no additional County contribution shall be made for this benefit in this Memorandum).~~

Section ~~49~~. Deferred Compensation

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

ARTICLE XXII
SEPARABILITY

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

ARTICLE XXIII
PROMOTIONAL PROCEDURE
~~DEPUTY PROBATION OFFICER~~

Section 1. Examination Process

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

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

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

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

Section 2. Interview Panel

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

Section 3. Selection

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

ARTICLE XXIV
ASSOCIATION RIGHTS

Section 1. Bulletin Boards

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

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

Section 2. Release Time

A. Authorized representatives of the Association shall be entitled to release time for the purpose of traveling to and from and appearing at RSA Board meetings.

B. During each fiscal year such authorized representatives' cumulative release time (for the entire unit and not per person) with pay shall not annually exceed forty-four (44) hours and any excess hours shall be either without pay or charged against the authorized representative's appropriate paid leave banks.

C. For labor negotiations, members of the negotiations team shall receive release time for the time in negotiations as well as one hour before and after the negotiations meeting. This release time is not part of the forty-four (44) hours described in the previous paragraph.

Section 3. Employee Orientation

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

While the County will provide the Association with at least ten (10) days' notice when it can

reasonably do so, there may be circumstances where the County cannot provide the ten (10) days' notice given an urgent hiring need that was not foreseeable.

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

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

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

ARTICLE XXV
LABOR/MANAGEMENT COMMITTEE

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

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

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

SIGNATURE PAGE

Dated _____ day of _____, 2025~~4~~.

On behalf of the County of Riverside	On behalf of the Riverside Sheriffs' Association
_____	_____
Peter Brown	~~William Young~~Jose Santos
Legal Counsel	RSA President
_____	_____
Clorissa Cacho	Evan ~~Peterson~~Petersen
Human Resources Division Manager	Executive Director
_____	_____
~~Jessica Urban~~Dean Tran	Elizabeth Silver ~~Tourgeman~~
Employee & Labor Relations Officer	Legal Counsel
_____	_____
Douglas Flores	Summer McGill
Senior Human Resources Analyst	Supervising Probation Officer
_____	_____
Natalie Rivera	Charles Roberts
Assistant Chief Probation Officer	Supervising Probation Officer
_____	_____
Joseph Doty	Brandee Contratto
Chief Deputy Probation Officer	Deputy Probation Officer II
_____	_____
Elisa Judy	Dennis Martinez
Chief Deputy Probation Officer	Senior Probation Corrections Officer

_____

Larry Mease

Probation Division Director

APPENDIX A

Job Code	Classification	Current		Market Adjustment	
		Min	Max	Min	Max
52411	PROBATION CORRECTIONS OFFICER I	23.678	32.834	24.737	34.632
52412	PROBATION CORRECTIONS OFFICER II	27.940	39.355	29.521	41.329
52413	SR PROBATION CORRECTIONS OFFICER	30.441	43.719	32.292	45.209
52414	SUPV PROBATION CORRECTIONS OFFICER	36.184	53.722	41.620	58.280
79531	DEP PROBATION OFFICER I	27.051	40.453	30.333	42.466
79532	DEP PROBATION OFFICER II	30.322	45.038	35.944	50.321
79533	SR PROBATION OFFICER	33.802	50.384	38.245	53.542
79534	SUPV PROBATION OFFICER	38.482	55.871	43.922	61.490