

**COUNTY OF RIVERSIDE AND RSA-PSU
MOU NEGOTIATIONS
TENTATIVE AGREEMENT
Thursday, October 1, 2020**

This tentative agreement is subject to ratification by affected RSA-PSU members and adoption by the Board of Supervisors.

1. TERM (ARTICLE I)

- 5-year MOU (expires 5 years from date of BOS approval).

2. WORKWEEK, OVERTIME AND PREMIUM PAY (ARTICLE IV)

Replace Section 1 as follows:

Section 1. Workweek

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

B. Work Schedules

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

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

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

Amend Section 2 to replace subsection A and delete Section re Supervising Probation - Overtime. The remainder is status quo.

Section 2. Overtime

Overtime Work Defined. Overtime work is authorized work in excess of eighty (80) hours in the 14-day FLSA work period. As soon as administratively possible, sick leave shall no longer be regarded as time worked for purposes of determining eligibility for overtime compensation.

- Delete Section 3/A/2 re Supervising Probation Officer – Overtime

Replace Section 3, subsections A, B and D as follows. The remainder of Section 3 – Premium Pay is status quo.

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

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

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

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

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

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

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

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

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

D. Bilingual Premium Pay Scope

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

Eligibility Factors

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

4. Testing

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

Skill Levels

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

Level 1: Basic Oral Communication/Reading Examination

Employees at this level demonstrate proficiency in reading and speaking in both English and a second language.

Level 2: Written Examination

Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language.

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.).

Compensation

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

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

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

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

Plan Implementation

The department head or designee is responsible for bilingual assignments. The department head or designee is also responsible for removing an employee from a bilingual assignment

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

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

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

3. PAY PRACTICES (ARTICLE V)

Delete the following Notes at beginning of Article:

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

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

Replace Sections, 1, 5, 7, and 8 and add new section as follows. The remaining sections are status quo.

Section 1. Step Advance

- A. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, merit increases shall be received in four percent (4%) increments except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range in his/her classification.
- B. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, the salary plan/grade of each classification covered by this MOU shall convert to a broadband salary range plan with no salary steps. Each salary range shall contain a minimum and maximum salary amount where an employee's placement within the range will be identified by the employee's salary amount and not by a salary step.
- C. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, 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.

- D. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, 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.
- E. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, 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.
- F. 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:
 - i. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, 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. (Year 1)
 - ii. Effective the start of the full second pay period after one year following Board of Supervisors adoption of a successor MOU, 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. (Year 2)
 - iii. Effective the start of the full second pay period after two years following Board of Supervisors adoption of a successor MOU, 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. (Year 3)
 - iv. Effective the start of the full second pay period after three years following Board of Supervisors adoption of a successor MOU, 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. (Year 4)

- v. Effective the start of the full second pay period after four years following Board of Supervisors adoption of a successor MOU, 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. (Year 5)
- G. 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:
- i. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, 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. (Year 1)
 - ii. Effective the start of the full second pay period after one year following Board of Supervisors adoption of a successor MOU, 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. (Year 2)
 - iii. Effective the start of the full second pay period after two years following Board of Supervisors adoption of a successor MOU, 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. (Year 3)
 - iv. Effective the start of the full second pay period after three years following Board of Supervisors adoption of a successor MOU, 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. (Year 4)

- v. Effective the start of the full second pay period after four years following Board of Supervisors adoption of a successor MOU, 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. (Year 5)
- H. For Senior Probation Corrections Officer classification, the following increases will be applied to the maximum of the salary range:
- i. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, 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. (Year 1)
 - ii. Effective the start of the full second pay period after one year following Board of Supervisors adoption of a successor MOU, 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. (Year 2)
 - iii. Effective the start of the full second pay period after two years following Board of Supervisors adoption of a successor MOU, 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. (Year 3)
 - iv. Effective the start of the full second pay period after three years following Board of Supervisors adoption of a successor MOU, 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. (Year 4)

- v. Effective the start of the full second pay period after four years following Board of Supervisors adoption of a successor MOU, 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. (Year 5)
- I. Every anniversary salary increase shall be in 4% increments except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range in his/her classification.

Section 5. Promotion

On promotion, the salary shall be at a rate on the new salary plan/grade which is five and a half percent (5.5%) higher than that paid on the salary plan/grade of the former position where the new salary plan/grade is able to accommodate the increase. If the new salary plan/grade is unable to accommodate the increase the rate shall be to the maximum of the 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 7. 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. 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 8. Reclassification

- A. The salary of an incumbent of a position reclassified to a class on the same salary plan/grade shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary plan/grade shall be at the rate of five and a half percent (5.5%) higher than that paid on the salary plan/grade of the former position, where the new salary plan/grade is able to accommodate the increase; if the salary plan/grade of the reclassified classification is

unable to accommodate the increase the rate shall be to the maximum of the range of the reclassified classification.

- C. The 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 plan/grade shall not change unless such salary would exceed the maximum of the new salary plan/grade, in which event it shall be reduced to the maximum. The anniversary date shall not change.
- E. The effective date of a reclassification shall coincide with the first day of a pay period.

New Section:

- One-Time Special Time Bank - Effective the first full pay period following the Board of Supervisors approval, 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:
 - 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.
 - 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.
 - This bank is subject to the same request procedures as vacation.

4. LEAVE PROVISIONS (ARTICLE VII)

- Delete Section 1/A/5 regarding sick leave for pregnant employees (b/c not compliant with law). County will follow the law.

Replace Section 4 as follows:

Section 4. Fitness for Duty

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

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

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

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

5. VACATION (ARTICLE VIII)

- Accrual cap at 744 hours (Consistent with current practice)

6. GRIEVANCE PROCEDURE (ARTICLE XIII)

Replace Section 12, J as follows. The remainder of Section 12 is status quo.

Section 12. Arbitration

- 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.

7. DRESS CODES (ARTICLE XVII)

Add Section 2 as follows. The remainder of the Article is status quo.

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.

8. FLEXIBLE BENEFITS PROGRAM (ARTICLE XX)

Amend Article XX to include the following language:

- A. Effective the second full pay period following Board of Supervisors adoption of a successor MOU, 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

- B. Effective July 13, 2023, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored health care plan on the following basis:

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

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

Note: These are total subsidies, not compounded.

- C. Effective January 1, 2021, employees in the PSU shall have the right to contribute to the County's Healthcare Flexible Spending Account to the maximum permitted per IRS guidelines.

- D. Effective the second full pay period following Board of Supervisors adoption, 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.
- E. Effective the second full pay period following Board of Supervisors adoption, eliminate Medical waiver opt out pay.

10. DELETE ARTICLE XXI – AGENCY SHOP

11. DELETE ARTICLE XXII – MAINTENANCE OF MEMBERSHIP

NEW TERMS (exact placement in MOU TBD during cleanup)

12. RELEASE TIME

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. 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.

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.

13. 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.

14. RETIREE ID CARDS

All retirees (armed or unarmed) may request an Employee ID Card at the employee's expense.

Notes:

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

and

5. Decentralization of wrap around

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

II. 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

The Parties agree to begin the LMC within 6 months of the effective date of the 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.

III. The parties agree that there will be additional MOU clean up language and review of "nice-to-have" items subject to review and approval by both parties.

For County of Riverside:

For RSA-PSU:



10/22/2020

Sarah M. Franco Date
Assistant Human Resources Director



20/22/2020

Bill Young Date
RSA President