

**MEMORANDUM OF UNDERSTANDING**

**2010 - 2012**

**COUNTY OF RIVERSIDE**

**AND**

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

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## DEFINITIONS

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

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

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

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

Discrimination Complaint Filed by an employee alleging illegal discrimination based on race, color, religion, medical condition, disability, sex, national origin, ancestry, age, physical handicap, marital status, pregnancy, or other protected classification.

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

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

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

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

Pay period means 14 calendar days and refers to the period for computing compensation due for all normal working shifts ending during that period.

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

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

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

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

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

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

Regular employee means a holder of a regular position.

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

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

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

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

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

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

ARTICLE I  
TERM

Section 1. Term

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Riverside Sheriffs' Association, Inc. (hereinafter referred to as RSA) as the Exclusive Employee Organization for employees in the representation unit described under Article 2, Recognition. The RSA Public Safety Unit (PSU) MOU will be in full force from the date of ratification by the PSU membership and adoption of the Board of Supervisors, whichever is later, until June 30, 2012.

Section 2. Successor Agreement

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

ARTICLE II  
RECOGNITION

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

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

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

ARTICLE III  
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

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

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

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

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

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

ARTICLE IV  
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

Work-Period. The normal work period shall be ten (10) working days of eight (8) hours each. A department head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different biweekly work period of



eighty (80) hours after giving one pay period written notice to the representative, if any, of the employees affected.

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

## Section 2. Overtime

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

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

- C. Departmental Records. Each department head shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each work week, with justification in each case, and shall also include compensatory time off. The daily record for an employee in a normal paid working status may be kept on a negative basis, that is, with no entry except for overtime, compensatory time off, sick leave, vacation, leave of absence and like items.

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

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

- E. Compensation for Overtime Work. Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit after forty (40) hours may at the election of the employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated overtime credit of one hundred twenty (120) hours or less may be taken in compensatory time off, subject to management approval, and this method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of one hundred (120) hours or less may be paid for. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid for. Overtime caused by duly authorized continuing and regular work periods longer than eighty (80) hours, or by seasonal overtime work, if authorized by the County Executive Officer in advance, shall be currently paid for.
- F. Fringe Benefits not Affected by Overtime. Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or salary step advance. Where overtime results from necessary irregular work schedules, it may be included in computing the minimum time for salary step advance which would otherwise be delayed beyond the normal period.
- G. Overtime Provisions of the Fair Labor Standards Act. Employees in classifications which are not exempt from the Fair Labor Standards Act shall be compensated for overtime consistent with the Act. Such employees shall receive compensation for overtime worked under the foregoing County provisions when the hours worked are not considered overtime under the Act.

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

- H. Declared Natural Disaster. In the event and during the period of an officially declared natural disaster affecting any portion of the County of Riverside, and notwithstanding any other provision of this Memorandum, the following provisions shall apply:
  - 1. Any Officer, in order to perform the work of the department or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of their employment.
  - 2. For the same purpose, any Officer may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.
  - 3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this

Memorandum who fails to so report shall be deemed absent without authority and shall not be paid during such absence.

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

### Section 3. Premium Pay

- A. Standby Professional Call Duty. Unless otherwise specifically provided, when placed by the department head specifically on standby or professional call duty, an employee otherwise off duty shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. Said compensation shall be in addition to said employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.
- B. Minimum Overtime on Call-Back. Except as hereinafter otherwise provided, an employee called back to work to meet an emergency on an overtime basis, whether or not he/she is in a standby or professional call duty status, shall receive minimum credit for one hours' work.
- C. Exemption from Standard Overtime, Standby and Call-Back. The foregoing provisions of this Section do not apply to employees in the classes shown in Appendix I to Ordinance #440.

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

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

### D. Shift Differential

1. Applicability of Shift Differentials. Shift differentials do not apply to vacation, sick leave, holiday pay, professional call or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Field Services

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

2. Evening Shift. County employees who perform work between the hours of 3:00 p.m. and 11:00 p.m., shall be paid a night differential of 0.60¢ per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.
3. Night Shift. County employees who perform work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of \$1.20 per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.

E. Bilingual Pay

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

for other County departments and districts where there is no one available in the requesting department.

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

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

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

b. Leave accruals, i.e. sick leave, vacation pay, will continue to accrue on a daily basis and require that the employee be in a paid status for each day during the pay period to receive the full accrual for that pay period.

c. Some other benefits will be granted even though the employee is in a paid status for only one day during the pay period, i.e. flexible credit allowance.

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

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

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

1. for all hours spent with the prisoner in their custody;

2. for waiting time, if upon arriving at the other jurisdiction at the assigned time for pick up of the prisoner they are required to wait for the release of the

prisoner, provided that they first advise the Department of the delay and are instructed to wait, but in no event shall waiting time exceed their regular daily hours of work;

3. with respect to travel without the prisoner in their custody to or from the other jurisdiction to either pick up the prisoner or to return to Riverside County after having delivered the prisoner:
  - a. for all travel time spent driving, provided that they are instructed to drive to pick up or deliver the prisoner, less normal commuting time and meal time;
  - b. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and meal time; or
  - c. during their regular working hours, even on a day when the Deputy Probation Officer is not scheduled to work, if the assignment involves an overnight stay and they travel as a passenger on an airplane, train, boat, bus, or automobile, less normal meal time. The Deputy Probation Officer shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
4. at applicable overtime rates in the event that the extradition assignment causes them to exceed their maximum number of hours of work on a daily basis or in the two week pay period.
5. the above extradition pay must be paid in a manner and time period consistent with regular county pay practices.

## ARTICLE V PAY PRACTICES

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

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

### Section 1. Step Advance

- A. The compensation of every person employed in a regular position on a step basis shall be considered for increase upon their anniversary date, except as herein otherwise provided.
- B. For employees appointed prior to January 9, 1992:

The first anniversary date shall be the first day of the pay period following the completion of one thousand forty (1040) hours (approximately six (6) months) in a

paid status in the position as a result of original appointment, or as the result of a promotion or reclassification which involved a salary increase. Re-employment at a rate other than that of the first step of a range shall not be considered an original appointment for purpose of fixing the anniversary date. In such cases the anniversary date shall be the first day of the pay period following two thousand eighty (2080) hours (approximately one (1) year) in a paid status, not including overtime, after such re-employment unless otherwise specified in the Resolution of the Board of Supervisors.

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

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

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

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

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

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

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

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

Prior to the anniversary date the department head, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form whether or not the department head allows the increase. If the increase is disallowed, the form shall contain the signature of the employee acknowledging notice of the disallowance and the reasons therefore. The department head may disallow a step increase only after the performance evaluation is reviewed and approved by the Human Resource Director or a designee. The Human Resources Director shall promptly act on each increase allowed and the employee shall be paid

at the increased rate from the anniversary date. If, through error, the anniversary date of an employee is overlooked or a notice herein required is delayed or omitted, a resulting failure to increase the compensation may be cured by then taking the action hereinabove required, provided the same is completed within the next two pay periods after said action should have been taken, and the employee shall be paid at the increased rate from the anniversary date. If the department head disallows such increase, the department head shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the department head. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of the department head, which shall be made only on the basis of continued satisfactory performance in the position.

- F. 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.
- G. Every anniversary salary increase shall be to the rate of the second next higher step, except from the eighth (8<sup>th</sup>) step and thereafter, it shall be to the next higher step.

## Section 2. New Employees

- A. Except as otherwise provided by this Memorandum a new employee shall be appointed at the first step of the salary range. Two (2) additional steps shall be added to the bottom of all ranges, which shall be Step A (5.4% less than Step 1) and Step B (2.7% less than Step 1). These steps shall only apply to entry-level new hires. These steps shall only apply to entry-level new hires employed after the date of ratification by the PSU members and adoption by resolution of the Board of Supervisors. The department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any step within the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such step higher than the first step of the range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the step so authorized to the same or one of said higher steps, fixing the minimum initial salary on such advanced step. The anniversary date shall be the first day of the pay period which is not less than one thousand forty (1040) hours in a paid status thereafter, not including overtime.



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

- B. Except as otherwise provided by this Memorandum, a new employee appointed on or after June 25, 1992, shall be appointed at the first step of the salary range. The department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any step within the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such step higher than the first step of the range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the step so authorized to the same or one of said higher steps, fixing the minimum initial salary on such advanced step. The anniversary date shall be the first day of the pay period which is not less than 2080 hours in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, his/her anniversary date shall not change.

### Section 3. Re-employment

- A. Upon recommendation of the employing Officer and approval of the Human Resources Director, a former regular employee may be re-employed in the same class of position which he/she previously occupied, at the same step of the salary range as the step applicable at the time of his termination, provided they were terminated in good standing.
- B. Re-employment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this Memorandum.
- C. Whenever a former regular employee is or has been re-employed within three months after termination he/she may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed accrued sick leave and accrued time toward earned vacation, not exceeding the amount thereof which was lost at the time of termination, and his/her anniversary date for step advance may be expressly fixed, subject to other provisions of this Memorandum relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of service prior to said termination.
- D. Re-employment of Retired Persons. An employee who is retired under the State Employees Retirement Act and who is receiving retirement benefits shall not be employed or re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the

State Employees Retirement Act for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or re-employment for up to one hundred twenty (120) working days or nine hundred sixty (960) hours in any calendar year, without loss of benefits, as specified in Section 21224 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

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

#### Section 4. Promotion

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

#### Section 5. Transfer

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

#### Section 6. Demotion

- A. On demotion, the salary shall be at the rate of the same step on the new range as was applicable to the previous range. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.
- B. Permanent employees who, within two thousand eighty (2080) hours following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved department head(s) and an opening must exist. The anniversary date shall not change.

#### Section 7. Reclassification

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

- B. The salary of an incumbent of a position reclassified to a class on a higher salary range shall be at the rate which is two (2) steps higher, or immediately greater than two (2) steps higher, than that paid on the range of the former position, where the new range is able to accommodate the increase.
- C. The anniversary date shall be determined in accordance with this Article, except that the first anniversary date shall be the first day of the pay period following the completion of one thousand forty (1040) hours (approximately six (6) months) in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional two thousand eighty (2080) hours (approximately one (1) year) in a paid status.
- D. The salary of an incumbent of a position reclassified to a class on a lower salary range shall not change unless such salary would exceed the maximum of the new range, in which event it shall be reduced to the maximum. The anniversary date shall not change.
- E. The effective date of a reclassification shall coincide with the first working day of a pay period.

#### Section 8. Temporary Promotion

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

When the absence ceases or the vacancy is filled, the employee shall return to their regular position, and their salary and anniversary date shall be redetermined as if the temporary promotion had not occurred. Any step increases which would have been due in their regular position shall be allowed.

#### Section 9. Conformance to Plan

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

ARTICLE VI  
GENERAL PERSONNEL PROVISIONS

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

Section 1. Probation

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

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

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

- C. Extension of Initial Probation. The initial probationary period of an employee may be extended by the employing department head with the approval of the Human Resources Director. Extensions of an initial probationary period are discouraged and must be approved by the Human Resources Director or a designee in writing at least 80 hours before the end of the existing initial probationary period. Approval is made on a case-by-case basis and only for rare and extenuating circumstances.

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

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

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

- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first one thousand forty (1040) hours of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be redetermined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.
- F. Employment of Relatives. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; provided, however, in no instance, shall a County officer or employee execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion or work assignments) specifically pertaining to another County employee who is related within the first degree of consanguinity whether by blood or marriage. Whether by blood or marriage shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

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

## Section 2. Retirement

The following classifications:

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

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

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

#### Retirement Calculations.

- A. For Service On or after July 1, 2001. The percentage of final compensation to be provide for each year of credited prior and current service for Safety Members of the RSA shall be determined in accordance with Section 21362.2 of the Public Employees Retirement Law (3% at age 50).
- B. Single Highest Year. The provisions of Section 20042 of the Public Employees Retirement Law (Single Highest Year) shall apply to safety employee members.
- C. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of Public Employees' Retirement Law, an employee may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment provided, however, that the employee must contribute an amount equal to the contribution for current and prior service that the employee and the County would have made with respect to that period of service.

#### Section 3. Non-Smoking Policy

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

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

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

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

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

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

#### Section 4. Mileage Reimbursement

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

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

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

#### Section 6. Electronic Fund Deposit of Payroll

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

Employees shall receive a Statement of Earnings (pay stub) through first class mail. The Statement of Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior to the electronic deposit.

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

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

ARTICLE VII  
LEAVE PROVISIONS

Section 1. Sick Leave

A. Accrual

Every regular employee shall accrue sick leave pay on a daily basis and computed at the rate of four (4) hours per pay period.

1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee.
2. A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.
3. Sick leave shall accrue at all times when the employee is in a paid status.
4. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.
5. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the department head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the department head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.



B. Proof of Illness

1. When in the judgment of the department head or designee good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the department head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.
  - a. Employees on a medical certification program shall have their sick leave usage reviewed at least annually. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence.
  - b. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with B.1 of this section.
  - c. An employee off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of absence from the employee's health care provider stating any duties an employee cannot perform and any restrictions or light duty requirements.

C. Reporting Requirements. In the absence of a more stringent department policy, an employee reporting off work for sick leave usage shall call the employee's supervisor or designee within one (1) hour before or after the employee's scheduled starting time.

D. Reason for Usage. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family is defined to mean a spouse, child, parent, brother, or sister of the employee.

E. Payout for Sick Leave. Upon retirement, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for at the rate of fifty (50%) percent of the current salary value thereof for each such person who has had five full years of service in a payroll status, provided however that the total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

## Section 2. Return to Work Following Injury

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

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

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

## Section 3. Bereavement Leave

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

## Section 4. Fitness for Duty

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

1. Elect to be absent from work because of the illness;
2. Request, at County expense, to be referred to a County designated health care provider or to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.
3. Be examined by a physician or other person legally authorized to provide health care services of the employee's choosing, in the specialty designated by the County Employee Health Medical Director, to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.

If the employee is ordered off work due to an asserted illness there shall be an entitlement to utilize sick leave benefits and to receive full pay. In the event an employee has no accrued sick leave balance, the employee may utilize vacation, compensatory time, or

holiday benefits with full pay or receive a leave of absence without pay, in accordance with the provisions of this Agreement and Department policy.

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

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

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

- A. Illness or disability when sick leave has been exhausted;
  - B. Pregnancy;
  - C. To take a course of study which will increase the employee's usefulness on return to the County; or
  - D. Personal reasons acceptable to the authority whose approval is required;
1. Agency/department leave of absence. Agency/department leave of absence up to 160 hours in any one calendar year period may be granted to any employee by the agency/department head. Such leave shall be reported as leave of absence via the agency/department's payroll. The agency/department head may require the leave of absence to be for a specified period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation or other evidence substantiating the leave as required by the agency/department head.

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

2. Official leave of absence. A regular employee may request an Official leave of absence exceeding one hundred sixty (160) hours, but not exceeding one (1) year (two thousand eighty (2080) hours). Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the department head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources Department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the agency/department head, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be

imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

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

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

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

#### Section 6. Military Leave

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

#### Section 7. Jury Duty

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

#### Section 8. Air Pollution Emergency

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

## Section 9. Abandonment/Automatic Resignation

- A. Absence without leave of any employee, whether voluntary or involuntary, for five consecutive working days is an automatic resignation from County service, providing the employee upon written agency/department notification does not respond to the agency/department and/or does not provide a satisfactory explanation for the absence; and the failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three working days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery.
- B. An employee may, within ten (10) calendar days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, reinstatement may be granted only if the employee makes a satisfactory explanation to a Mediator from the State of California Mediation and Conciliation Service for the absence and/or the failure to obtain an approved leave of absence, and the Mediator finds the employee is ready, able, and willing to resume the discharge of the duties of the position.
1. Appeals shall be heard by a person assigned by the State Conciliation Service. The conciliator's decision may be verbal or in writing. The decision of the State Conciliation Service shall be binding on both parties, neither of which shall have the right of further appeal
  2. Only the employee and one (1) non-attorney representative and the department head or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney, who may also have a non-attorney representative. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
  3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator or mutually agreed upon impartial party may consult with witnesses informally and otherwise investigate the controversy.
  4. The judgment of the conciliator shall be rendered within five (5) working days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.

5. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
6. All costs for the service of the conciliator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and the employee.

ARTICLE VIII  
VACATION

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

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

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

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

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than a maximum of six hundred forty (640) hours, and may be taken only at a time or times agreeable to the department head. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

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

- B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this Memorandum. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part

thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.

- C. Seasonal and temporary employees shall not be entitled to paid vacation.
- D. No person shall be permitted to work for compensation for the County during vacation, except with prior approval of the Board of Supervisors and the department head.
- E. A regular part-time employee shall accrue vacation in the same proportion that working hours bear to the normal working hours of a full-time position. The same proportion shall apply in determining payment of earned vacation on termination.
- F. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this Memorandum may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE IX  
HOLIDAYS

Section 1. Paid Holidays

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

- B. County Holidays

January 1, New Year's Day  
Third Monday in January, Dr. Martin Luther King, Jr.'s Birthday  
February 12, Lincoln's Birthday  
Third Monday in February, Washington's Birthday  
Last Monday in May, Memorial Day  
July 4, Independence Day  
First Monday in September, Labor Day  
Second Monday in October, Columbus Day  
November 11, Veterans' Day  
Fourth Thursday in November, Thanksgiving Day  
(unless otherwise appointed)  
Friday following Thanksgiving  
December 24 and 31 when they fall on Monday  
December 25, Christmas Day  
December 26 and January 2, when they fall on a Friday  
Friday preceding January 1, February 12, July 4, November 11 or December 25,  
when such date falls on Saturday; the Monday following when such date falls on a  
Sunday.

- C. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
- D. An employee who is terminating employment for reasons other than paid County retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
- E. An employee who is on a leave of absence without pay for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.
- F. Regular or seasonal employees covered under the provisions of this Memorandum who are regularly scheduled to work on a paid holiday shall be paid at their regular rate for the time actually worked.

In addition, such employee shall have a choice of:

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

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

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



ARTICLE X  
REIMBURSEMENT PROGRAMS

Section 1. Living Quarters, Meals, or Laundry Service

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

Section 2. Meals

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

Section 3. General Provisions

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

Section 4. Moving Expenses-Current Employees

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

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

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

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

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

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

## ARTICLE XI DISCIPLINE, DISMISSAL, AND REVIEW

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

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

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

- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed;
- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department. The department shall prescribe procedures to insure that employees affected by the requirements are informed of them;
- O. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy;
- P. Violation of the County Anti-Violence in the Workplace Policy; and,
- Q. Violation of the County's Harassment Policy.

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

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

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

## ARTICLE XII DISCIPLINARY APPEAL PROCEDURE

### Section 1. General

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

- A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons, that directly affects the wages, hours, or working conditions of a permanent employee.
- B. Unless otherwise specified, as used in this procedure, "department head" includes the department head or a designated subordinate.
- C. Department, for purpose of this procedure, shall be defined as an agency, department, or district of the County which is set out in a separate section of Ordinance No. 440.
- D. The Employee Relations Manager may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Employee Relations Manager may be exercised by a designated subordinate.

## Section 2. Involuntary Leave of Absence

Pending investigation by the department head of accusation against an employee alleging employee misconduct, covered under Article XI of this Memorandum, the department head may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the department head is unable to complete the investigation within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days. In such cases, and except for good cause as solely determined by the department head, the department head will notify the employee as to what specific allegations are being investigated. The Union will also be notified as to the extension only. Additional leave may be granted subject to the approval of the Human Resources Director. In the event the Human Resources Director does not approve the request for additional leave, the employee shall be returned to duty pending the completion of the investigation and the imposition of any disciplinary action provided, however, the department head may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County's best interest. Except for investigations of employment related issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

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

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

### Section 3. Notice of Disciplinary Action

- A. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as previously provided at least seven (7) working days prior to the effective date of the action and shall include:
  - 1. A description of the action(s) to be taken and the expected effective date(s);
  - 2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
  - 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
  - 4. A statement informing the employee of the right to respond either verbally or in writing, to the department head prior to the effective date of the disciplinary action(s).
  
- B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on or before the effective date of the action and shall include:
  - 1. A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent; and
  - 2. A statement informing the employee of the right to appeal within 10 working days of the date the letter is served on the employee.

### Section 4. Amended Notice of Disciplinary Action

- A. At any time before an employee's appeal is submitted to the Conciliator or Arbitrator for decision, the department head may, with the consent of the Employee Relations Manager, serve on the employee and file with the Employee Relations Manager an amended or supplemental notice of disciplinary action.
  
- B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto. The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

### Section 5. Appeals

Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Employee Relations Manager within ten (10) working

days after the date of notification of action against which the appeal is made. An appeal shall:

- A. Be accompanied by a copy of intent and final decision notice of disciplinary action served on the employee;
- B. A brief statement of the facts and reasons for the appeal; and
- C. A brief statement of the relief requested.

#### Section 6. Waiver

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

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

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand, the appeal shall be determined under the following provisions:
  - 1. Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the parties. The conciliator's decision may be verbal or in writing. The conciliator's decision shall be binding on both parties, neither of which shall have the right of further appeal.
  - 2. Only the employee and one (1) non-attorney representative and the department head or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self represented. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
  - 3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator may consult with witnesses informally and otherwise investigate the controversy.
  - 4. The conciliator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
  - 5. The judgment of the conciliator shall be rendered within five (5) working days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.

6. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
7. All costs for the service of the conciliator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and the employee.

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

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

a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.

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



Section 9. Evidence And Procedures Applicable to All Hearings

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

ARTICLE XIII  
GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

Section 1. Intention

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

Section 2. Grievance Definition

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

- A. Matters reviewable under some other County administrative procedure;
- B. Matters for which the solution of which would require the exercise of legislative power, such as the adoption or amendment of an Ordinance, rule, regulation, or policy established by the Board of Supervisors;
- C. Matters involving the termination of a probationary, seasonal or temporary employee;
- D. Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension or any other action taken for disciplinary reasons against a permanent employee, pursuant to the provisions of Article XII; and,
- E. Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory (or competent) or better or (2) with respect to employees in their initial probationary period.

Section 3. Freedom From Reprisal

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

Section 4. Employee Representation

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

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

#### Section 5. Consolidation

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

#### Section 6. Resolution

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

#### Section 7. Withdrawal

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

#### Section 8. Time Limits

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

#### Section 9. Resubmission

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

#### Section 10. Extension of Time

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

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

The following procedure shall be followed:

- A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee(s), or the employee's representative, shall first take the matter up with the immediate Supervisor. The Supervisor shall give a prompt response where it is possible to do so. The employee and the Supervisor are each entitled to the presence of a silent observer to the employee - Supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee(s) or the Supervisor. Grievances filed by RSA on its own behalf may be filed in writing without any prior discussion with supervision.
- B. Submission of Written Grievance. All grievance petitions shall be filed within fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance, or within fifteen (15) days of the discovery of the circumstances giving rise to the grievance, or when those circumstances reasonably should have been discovered, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. RSA shall submit the grievance petition to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the grievance petition is complete. The Human Resources Department shall forward a copy of the grievance petition to the appropriate Department Head(s).
- C. Grievance Meeting. Within fifteen (15) working days after submission of the grievance petition, the Department Head, or a designee, and the Employee Relations Division Manager, or a designee, shall meet with RSA to discuss the grievance. No later than fifteen (15) working days thereafter, the Employee Relations Division Manager, or a designee, shall render written decision.
- D. Demand for Arbitration. If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented in writing to the Employee Relations Division Manager or a designee within ten (10) working days after receipt of the decision of the Employee Relations Division Manager, or a designee.

## Section 12. Arbitration

- A. After submission of a demand for arbitration, the parties shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List." Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties. If the parties are unable to agree, then an arbitrator will be selected by the parties alternately striking names from the "Arbitrator Strike List" until one (1) name remains who shall serve as the arbitrator.
- B. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.
- C. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Employee Relations

Manager, or a designee, with the employee's department head at least two (2) working days in advance of the hearing date.

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

appeal in which to file and serve its written opposition, if any. The Board of Supervisors shall hear and decide the appeal within forty-five (45) calendar days of the date of the appeal. The Clerk of the Board of Supervisors shall give reasonable notice to both parties of the date the matter will be heard by the Board. Both parties shall be given a minimum of fifteen (15) minutes to present oral argument in favor of their respective positions; however, no additional testimony will be taken.

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

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

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

#### ARTICLE XIV ANTI-STRIKE CLAUSE

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

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

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

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

purpose, the values, successively, of the accrued compensatory time off for overtime and accrued vacation credit. During a period of temporary disability and in the proportion that the employee is paid for the difference between the temporary disability payments and the regular compensation, he/she shall continue to accrue sick leave and vacation benefits at the regular rate.

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

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

## ARTICLE XVI LAYOFF AND REINSTATEMENT

### Section 1. Seniority

- A. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County, in a regular position, and is based on most recent date of hire.
- B. Definition of Department. For purposes of this procedure, department shall be defined as the smallest business unit of:
  - 1. the administrative staff of an agency; or
  - 2. a department; or
  - 3. a department within an agency; or
  - 4. a district of the County; or
  - 5. a County Service Area
- C. Whenever more than one employee in a department has the same most recent date of hire, seniority shall be determined in the following order: Hours of County service from the most recent date of hire, seniority in classification, and seniority in the department or agency.
- D. Except as otherwise provided in this Procedure, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the layoff list.

## Section 2. Reduction in Force

- A. When it becomes necessary to reduce the work force in a department, the department head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department. No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.
- B. Any reduction in the number of regular employees holding a job classification designated by a department head for layoff shall be made in the following order of employment status:
1. Temporary promotion employees (return to former class);
  2. Probationary new employees;
  3. Probationary transfer employees, probationary promotional employees, and regular employees.
- C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department, subject to the approval of the Human Resources Director. Employees laid off out of seniority shall be given written notice of this action.
- D. After consultation with the Human Resources Director or a designee, the department head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:
1. The reason for layoff;
  2. The effective date of the action;
  3. If laid off out of seniority.
- E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the department, and was not removed therefrom for disciplinary reasons, such employee shall, upon request, be given a



transfer or demotion within the department to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven days of written notification of layoff by personal delivery or mailing of a certified letter.

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

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

### Section 3. Reassignment

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

### Section 4. Employment Counseling and Referral

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

- A. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred first to any department requesting a recruitment for classifications from which the employees were laid off.
- B. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred first to departments requesting recruitments for all other classifications within RSA Public Safety bargaining unit.
- C. Departments are required to notify the Human Resources Department in writing why these candidates are unacceptable before outside candidates will be referred.

## Section 5. Departmental Reinstatement List

- A. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under subsection (c) above, shall be placed on Departmental Reinstatement Lists for all classifications of a currently equal or lower salary range in which the employee ever held regular status, provided the department is allocated any positions of such classification.
- B. Any vacancy to be filled within a department shall be offered first, in order of greatest seniority, to individuals named on the Departmental Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Departmental Reinstatement Lists, for specific classifications, for any of the following reasons:
  - 1. The expiration of two (2) years from the date of placement on the list.
  - 2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
  - 3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify his/her department head, in writing, of the employee's current mailing address.
  - 4. Request in writing to be removed from the list.

### D. Status on Reinstatement

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

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

## Section 6. Re-employment

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

- A. Restoration of all sick leave credited to the employee's account on the date of layoff.
- B. Continuation of seniority shall be credited to the employee upon successful completion of the applicable probationary period.
- C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.

## Section 7. Temporary Recall

Departments may elect to recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than thirty (30) days and not to exceed four hundred eighty (480) full-time hours within a six (6) month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond four hundred eighty (480) full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under Section 5.D.(4) of this Article.

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

## ARTICLE XVII DRESS CODES

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

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

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

“Appearance Standard Dress Code – Uniforms”

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

ARTICLE XVIII  
VOLUNTARY TIME-BANK

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

A. Definition of eligible employees.

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

B. Definition of catastrophic illness or injury.

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

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

1. Only the department head, upon concurrence from the Human Resources Director, may request establishment of a Time-Bank for an employee within the department who is suffering a financial hardship due to a catastrophic illness or injury.
2. When the department head has determined that an employee would benefit from the establishment of a Time-Bank, the department head will contact the employee to determine if the employee desires to participate in a Time-Bank program. If the employee desires to participate in the Time-Bank program, the department head will contact the Human Resources Department and recommend the establishment of the program.
3. The Time-Bank will be established on behalf of an individual employee. The bank will accept donations of leave from one or more donors.
4. The Time-Bank will be operated by the Human Resources Department. The department head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.

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

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

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

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

1. Only the employee for which the Time-Bank has been established may receive leave credits from the Time-Bank. Such leave credits shall be added to the employee's vacation balance.
2. The affected employees will provide verification of their (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.
3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.

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

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

1. Receipt of written approval from the employee to announce the need for a Time-Bank transfer.
2. Notify the Human Resources Department of the need for the program and coordinate the program's establishment.
3. Require that employee donations be made directly to the Human Resources Department to ensure that employee's decision to donate or not donate is kept confidential.
4. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-Bank and take appropriate action.

G. The Human Resources Department will:

1. Control the Time-Bank program.
2. Receive from the employee benefiting from the Time-Bank proof of eligibility and a signed agreement allowing publication of the employee's situation.
3. The employee benefiting from the Time-Bank and the Human Resources Department will agree on the content of the publicity.
4. Publicize the establishment of the Time-Bank program. The notice will inform all employees of:
  - a. The establishment of the voluntary program.
  - b. Their opportunity to donate.
  - c. How donations are submitted.
5. Notify the department head immediately if the program cannot be established and the reason(s).
6. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-Bank and take appropriate action.

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

ARTICLE XIX  
APPEAL PROCEDURE  
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures

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

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

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

ARTICLE XX  
FLEXIBLE BENEFIT PROGRAM

Section 1. Establishment of the Plan

- A. Purpose. The County of Riverside, a political subdivision of the State of California, hereby establishes a cafeteria plan, to be known as "The County of Riverside Flexible Benefits Program" (the "Plan"). The plan is intended to qualify as a plan described in section 125 of the Internal Revenue Code of 1986. The plan is established effective as of November 20, 1986, in order to provide eligible employees a means of choosing among various benefit programs on a favorable tax basis.
- B. Applicability of Plan. The provisions of this plan are applicable only to the employees of the County in current employment who are members of a participating group of employees referred to under Article II, on and after November 20, 1986, who are enrolled in a benefit program offered under the Welfare Benefit Plan (excluding dental) offered by the County and who meet the eligibility requirements of Article V.
- C. Provision for Payment of Benefits. Payment of the costs of benefits which are provided under this plan comes from: County contributions of cash and to the extent additional funds are needed, with employee contributions of salary.

Section 2. Definitions

The capitalized words and phrases in this plan shall have the meanings set forth below:

- A. The "Administrator" means the Health Benefits Officer of the County or a designee.
- B. The "Code" means the Internal Revenue Code of 1986 as from time to time amended, supplemented, or superseded by laws of similar effect.
- C. The "County" means the County of Riverside, a political subdivision of the State of California and, where the context requires, the duly authorized representative thereof.
- D. "Contributory Coverages" means those coverages available to employees under a Welfare Benefit Plan and dental coverage for which the County makes contributions of cash on behalf of each employee and requires a salary reduction by an employee if the cost of the coverage exceeds the County's contribution made on behalf of the employee.
- E. "Effective Date" means November 20, 1986.



- F. "Employee" means an individual who is a "regular employee" as referred to in Salary Ordinance No. 440, of the County.
- G. "Plan Year" means the calendar year.
- H. "Welfare Benefit Plan" means any employee benefit program offered pursuant to this plan. Currently, the only such plans are the major medical coverages offered on either an indemnity or prepaid basis and dental coverage, but not included are any vision, disability or accidental death or dismemberment plans which the County offers. Rights under any Welfare Benefit Plan offered pursuant to this Plan shall be determined only under the documents establishing the Welfare Benefit Plan, as amended from time to time, and which are incorporated herein by this reference.
- I. Gender and Number. Except when otherwise indicated by the context, any masculine terminology shall also include the feminine and the definition of any term in the singular shall also include the plural.

Section 3. Eligibility and Participation

A person who is a member of a group of Employees (1) which is represented for collective bargaining purposes by an association or union which adopts this Plan through a memorandum of understanding with the County or (2) which is a classification of Employees with respect to which the County adopts the Plan shall be eligible to become a member of this Plan commencing with the effective date of such adoption. If a participant transfers to any position which is not covered by the Plan, they shall cease to be a participant. The individual will again become a participant when he/she returns to a position covered by the Plan.

Section 4. Benefits

- A. Electable Benefits. The Compensation and benefits among which an employee may elect under this Plan are:
  - 1. Salary, and
  - 2. Contributory Coverages which are available to the Employee in lieu of salary. Included in the Contributory Coverages are benefits available under the Welfare Benefit Plan and dental coverage as offered by the County.

An employee may elect to receive cash in lieu of County contributions only if the County contribution which would otherwise be made on his/her behalf exceeds the cost of the least expensive major medical coverage (not including dental) available under a Welfare Benefit Plan. The maximum amount an Employee who elects to receive cash under the preceding sentence may receive shall be the difference between the County contribution on behalf of the Employee as listed under Appendix A and the greater of the cost of the least expensive major medical coverage (not including dental) available under a Welfare Benefit Plan if the Employee selects the least expensive coverage available or the cost of the coverage

selected by the Employee under a Welfare Benefit Plan pursuant to this Plan.

- B. Election Under Plan. Elections under Section 4.1 shall normally be made for one year periods. Once per year at the date it specifies, the County shall permit each eligible Employee to make an election between a Contributory Coverage or cash in lieu thereof, as provided under Section 4.1. An employee may only revoke their benefit election and make a new election with respect to the remainder of the one year period to the extent permitted by the County, and only if both the revocation and the new election are on account of and are consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child and deletion of dependents). In addition, elections may also be made not later than ninety days after an Employee first becomes eligible for a Contributory Coverage. Any election made by an Employee will remain in effect until changed by the Employee.
- C. Election Amendments by Administrator. The County may amend Employee elections under this Plan in the event the County determines that amendments are necessary or advisable in order to (i) satisfy the anti-discrimination requirements imposed on this Plan by the Code; (ii) prevent any Employee from having to recognize more income for Federal income tax purposes from the receipt of fringe benefits hereunder than would otherwise be recognized, due to the application of any anti-discrimination provision of the Code; or (iii) maintain the non-taxable status of benefits received under this plan or any benefit plan pursuant to the requirements of the Code.
- D. Funding. This Plan shall be funded by County contribution of cash, and salary reduction contributions to the extent additional funds are needed by Employees in order to receive Contributory Coverage. County contributions shall be applied by the County to purchase Contributory Coverages for electing Employees or to pay them cash as provided under Section 4.1. The maximum amount of nonelective County contributions available for any Employee shall be the amount as listed on Appendix A, attached hereto, as may be amended from time to time. The maximum amount of salary that could be waived by Employees shall be the difference between the cost of the most expensive coverage available under a Welfare Benefit Plan that the Employee could select for the period in question and the nonelective County contribution made on the Employee's behalf. Each participant shall determine the amount of reduction in their salary to be used to purchase Contributory Coverages for the Plan Year, for each biweekly pay period, prior to the beginning of such Plan Year, or:

For the participant subject to a change in the family status referred to in Section 4.4, prior to the Effective Date specified by the participant in a written notification to the designated office of the County on such forms as the County may prescribe.

## Section 5. Receipt of Benefits

- A. Controlling Effect of Benefit Plans and Programs. All claims for benefits shall be subject to and governed by the terms and conditions of the particular benefit plan or

program adopted by the County with respect thereto and the rules, regulations, policies, and procedures from time to time adopted in accordance therewith.

- B. Insurance. To the extent that insurance or prepaid benefit coverage is procured to provide any of the benefits elected by Employees pursuant to this plan, an Employee's right to such benefits shall be limited to the amounts payable by such insurance, or available under the prepaid program, and the receipt thereof shall be subject to satisfaction of all of the terms, covenants, conditions, rules and regulations of the insurer or prepaid program. The County shall not have any independent obligation or duty to provide benefits to participants to the extent that such benefits are to be provided by the insurance or prepaid program. The County shall have the right from time to time to change the coverages or carriers of any one or more insurance policies without written notice to Employees.

#### Section 6. Administrative Provisions

The Administrator shall administer the Plan and shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not limited to, the following:

- A. To construe and interpret this Plan, to decide all questions of eligibility and participation and to determine the benefit plans and programs to be covered by this Plan;
- B. To prescribe procedures to be followed by Employees to make benefit elections pursuant to this Plan;
- C. To prepare and distribute information explaining this Plan and the benefit plans and programs covered hereby in such manner as the Administrator determines to be appropriate;
- D. To request and receive from all Employees such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- E. To furnish each Employee with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;
- F. To receive, review and keep on file such reports and information concerning the benefit plans and programs covered by this Plan as the Administrator determines from time to time to be necessary and proper; and,
- G. To appoint or employ such individuals or entities to assist in administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants.

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

## Section 7. Flex Benefits Programs

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

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

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

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

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

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

Effective November 6, 2008, the County shall contribute up to \$635.00 per month toward the eligible cafeteria plans, which includes the contribution towards PEMHCA described above, for every active employee participating in a County sponsored medical plan.

Employees waiving medical coverage shall continue to receive \$407.18 per month for the duration of this Memorandum of Understanding.

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

For part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees after January 11, 1990, the prorated health insurance contribution shall become a prorated cafeteria contribution including the monthly

contribution toward PEMHCA under the County of Riverside Flexible Benefits Program on the following basis:

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

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

#### Section 8. Optical Insurance

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

#### Section 9. Deferred Compensation

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

### ARTICLE XXI MODIFIED AGENCY SHOP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XXII  
MAINTENANCE OF MEMBERSHIP  
(Supervisory)

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

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

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

Hold Harmless. RSA shall indemnify and hold the County harmless from any and all claims, demands, suits or any other action arising from these maintenance of membership provisions.

ARTICLE XXIII  
SEPARABILITY

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

ARTICLE XXIV  
PROMOTIONAL PROCEDURE  
DEPUTY PROBATION OFFICER

Section 1. Examination Process

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

Section 2. Interview Panel

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



Section 3. Selection

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

ARTICLE XXV  
BULLETIN BOARDS

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

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

ARTICLE XXVI  
MANDATORY FURLOUGH

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

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

ARTICLE XXVII  
COMPENSATION AND BENEFIT INCREASES

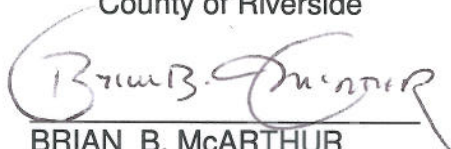
WAGES:

There will be no across the board wage increases during the term of the PSU MOU.

SIGNATURE PAGE

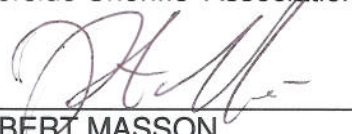
Dated 8<sup>th</sup> day of March, 2012.

On behalf of the  
County of Riverside



BRIAN B. McARTHUR  
Director of Employee Relations

On behalf of the  
Riverside Sheriffs' Association



ROBERT MASSON  
RSA President

SIDE LETTER FOR LIMITED RE-OPENER

TO THE 2010 – 2012

MEMORANDUM OF UNDERSTANDING

BETWEEN

RIVERSIDE SHERIFFS' ASSOCIATION PUBLIC SAFETY UNIT

AND

THE COUNTY OF RIVERSIDE

Section 1 Agreement to Meet and Confer

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

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

Section 2 Impasse Procedure

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

Section 3 Arbitrator Selection Process

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

process by requesting a new list of seven (7) names from the AAA and following the same selection/striking procedure set forth above.

**Section 4 Arbitration**

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

**Section 5 Post-Arbitration**

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

**Section 6 Cost of Arbitration**

Each party shall bear the own attorney's fees and costs. The expenses of the arbitrator and court reporter shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses who are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Human Resources Director or designee with the employee's Department Head at least two (2) days in advance of the hearing date.

Dated 8<sup>TH</sup> day of MARCH, 2012.

On behalf of the  
County of Riverside

  
BRIAN B. McARTHUR  
Director of Employee Relations

On behalf of the  
Riverside Sheriffs' Association

  
ROBERT MASSON  
RSA President