

MEMORANDUM OF UNDERSTANDING

2025-2027

COUNTY OF RIVERSIDE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

PER DIEM UNIT

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ARTICLE 1
TERM

Section 1. Term

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms of agreement reached between the County of Riverside (“County”) and the Service Employees International Union, Local 721, (“SEIU” or “Union”) as the Exclusive Employee Organization for employees in the representation unit described under Article 2, Recognition. Unless otherwise specifically provided herein, the changes to this MOU shall become effective upon the first day of the first full pay period following the date of its adoption by the County’s Board of Supervisors through midnight, January 29, 2027.

Section 2. Addendum to the General SEIU Unit Agreement

This Agreement shall be an addendum to the existing agreement between the parties that applies to regular full-time, regular part-time, and seasonal employees represented by SEIU at the County and referenced as the (“General SEIU Unit”) as described below.

The General SEIU Unit shall be comprised of the following units or employees:

County of Riverside:

- a. Para-professional Unit
- b. Professional Unit
- c. Registered Nurse’s Unit
- d. Supervisory Unit

County of Riverside Waste Resources Management District:

- a. Supporting Services
- b. Trades, Crafts and Labor
- c. Professional /Administrative

County of Riverside Regional Park & Open Space-District:

- a. General
- b. Supervisory

This Agreement (“SEIU Per Diem Unit MOU”) will apply to persons in the per diem classifications described in Article 2, below, and enumerated in Appendix A to this

Agreement, which will be an addendum to the General SEIU Unit MOU.

Section 3. Successor Agreement

As set forth in Article 1, Section 1 of the “General SEIU Unit” MOU, in the event either party desires to negotiate a successor MOU, such party shall, no more than six (6) months prior to the expiration of the current MOU, request to commence negotiations unless otherwise agreed upon by the parties.

During the successor negotiations related to this Agreement (“SEIU Per Diem Unit MOU”) and the agreement between the parties of the General SEIU Unit (“General SEIU Unit MOU”), the terms and conditions for employees in the SEIU Per Diem Unit and employees in the General SEIU Unit shall be addressed in a single memorandum of understanding.

ARTICLE 2 RECOGNITION

The terms of this Agreement shall apply only to persons employed in the following classifications within the Per Diem Unit, identified in Appendix A, and any future represented Per Diem classifications that may be added, deleted or modified via side letter. The following classifications are currently in the Per Diem Unit:

- A. Per Diem classifications equivalent to classifications in the regular SEIU Para-Professional Unit
- B. Per Diem classifications equivalent to classifications in the regular SEIU Professional Unit
- C. Per Diem classifications equivalent to classifications in the regular SEIU Registered Nurses Unit

The terms and conditions set forth in the General SEIU Unit MOU shall not apply to persons in the above-referenced classifications within the Per Diem Unit, except as expressly provided herein.

ARTICLE 3 EMPLOYMENT STATUS

Section 1. At-Will Status

Employees shall serve at the pleasure of the department head and shall not be entitled to any review procedure upon dismissal. Upon dismissal, an employee shall be entitled to a Name Clearing Hearing as specified in Section 2 of this Article.

Section 2. Name Clearing Hearing

When the County decides to dismiss an employee, the County shall notify the employee of its decision in writing. Within ten (10) Business days, as that term is defined in the General SEIU Unit MOU, of receipt of said notice, the employee may request a Name Clearing Hearing with the Human Resources Director or designee. The employee will be allowed to be accompanied by a Union Representative at the hearing. The employee shall not be entitled to the calling or cross examination of witnesses during the hearing. The County shall be under no obligation to revise its decision to dismiss an employee.

An employee shall not be entitled to a Name Clearing Hearing in the event of a reassignment.

ARTICLE 4 FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

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

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

Nothing herein shall limit the authority of the County to make necessary changes required during emergencies. However, SEIU shall be notified of any such emergency action that affects matters within the scope of representation. Emergency shall be defined as unforeseen circumstances beyond control of the County which call for immediate action to include such things as acts of God or situations which threaten to significantly impair operations.

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

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

ARTICLE 5
MANAGEMENT RIGHTS

The following rights and functions are vested exclusively in the County:

- A. To determine the mission of each of its departments, institutions, boards and commissions, pursuant to law.
- B. To set standards of service to be offered to the public.
- C. To exercise control and discretion over its own organization and operations.
- D. To direct and discharge its employees in accordance with the law, ordinances and regulations and this MOU.
- E. To relieve its employees from duty because of lack of work or for other legitimate reasons. Unit employees may be relieved from active duty without pay at any time it is determined that the patient census is such that their services are not immediately necessary.
- F. To determine the methods, means and personnel by which its operations are to be conducted, including the performance thereof by contract, and to determine workloads and staffing patterns.
- G. To prescribe the qualifications for employment and determine whether they are met.
- H. To establish and enforce safety measures to protect employee and/or the public.

- I. To take all other action except as clearly and expressly otherwise provided for by this MOU or the Employee Relations Resolution.

ARTICLE 6
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

- A. Pay Period. The pay period shall be fourteen (14) calendar days which shall include two (2) Fair Labor Standards Act (“FLSA”) workweeks. Work weeks will comply with the FLSA.
- B. Work Schedule. Employees covered under this MOU shall report their availability to be scheduled to work, at a minimum, two (2) weekend shifts and two (2) weekday shifts per month. This minimum may be modified upon agreement of the employee and the department director, manager, supervisor or designee.

Prior to January 1 of each calendar year (or within five (5) business days after the employee’s first start date during a calendar year), employees shall also report their availability to be scheduled to work on four (4) dates from the following table. The employee should choose two (2) dates from the list of Primary Dates and two (2) dates from the list of Secondary Dates per calendar year.

If the employee is hired and starts work on or after July 1 of their first calendar year and before Thanksgiving of their first calendar year, the employee should choose one (1) date from the list of Primary Dates and two (2) dates from the list of Secondary Dates for the first calendar year of employment.

If the employee is hired and starts work on or after Thanksgiving of their first calendar year the employee does not need to identify any dates from this table for the remainder of the first calendar year of employment.

Primary Dates	Secondary Dates
January 1, New Year’s Day	January 2, when it falls on a Friday
Mother’s Day	Third Monday in January, Martin Luther King, Jr. Birthday
Last Monday in May, Memorial Day	Super Bowl Sunday
July 4, Independence Day	February 12, Lincoln Birthday
First Monday in September, Labor Day	Third Monday in February, Washington Birthday

Primary Dates	Secondary Dates
Fourth Thursday in November, Thanksgiving Day	Second Monday in October, Columbus Day
Friday following Thanksgiving	Halloween
December 24, Christmas Eve	November 11, Veteran's Day
December 25, Christmas	December 26, when it falls on a Friday
December 31, New Year's Eve	

Nevertheless, employees may be required to work during such hours as necessary to carry out the duties of their positions, as designated by the department head or designee, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. For the purposes of this provision, a weekend shift is defined as a single shift occurring on or after 3:00 p.m. Friday and ending on or before 7:00 a.m. Monday.

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

- C. Posting of Work Schedule. The County shall post work schedules at least two (2) weeks in advance. Once posted, the schedule shall not be changed without prior mutual agreement of the unit supervisor and employee. Insofar as practicable, the County shall update posted work schedules as changes occur.

Section 2. Overtime

- A. Overtime. Overtime work is authorized work in excess of the forty (40) hours in the established FLSA work week unless otherwise specified in this MOU. Only actual hours performing work shall count towards the computation of overtime. Overtime shall be paid for FLSA non-exempt employees at one and one-half (1½) times their regular rate of pay for all hours authorized and actually worked over forty (40) hours in a FLSA workweek.
- B. Authorization for Overtime Work. No employee shall work overtime unless authorized by the department head or designee. Overtime shall not exceed sixteen (16) hours in any work day for any employee without prior approval of the County Executive Officer, except in case of public emergency.
- C. Departmental Records. Each department head or designee shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each workweek.

The initial record, any secondary records, such as a summary of the workweek or of the pay period, or other compilation from the initial record, and the departmental copy of the attendance report for each pay period together with

any subsequent correcting reports, shall be preserved and retained in accordance with the County's applicable records retention schedule.

- D. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The County Auditor Controller shall maintain the record of overtime at one and one-half (1½) times such actual hours.

Section 3. Premium Pay

All premium pay provided under this Section shall be compensated only for time actually worked in the assigned premium capacity.

- A. Standby Duty — General. When placed by the department head or designee specifically on standby duty, an employee shall be paid one-eighth (1/8) of the employees' base hourly rate of pay for each hour of standby duty in addition to the regular salary standby assignment. Standby compensation shall cease when the employee physically reports to a worksite and shall resume at the completion of the call-back work. Worksite, for the purposes of this Section, shall mean the location an employee is required to physically report to in order to complete the work assigned. The standby duty shall not cease if an employee is able to complete the required work remotely without having to physically report to a worksite. All standby duty premium shall cease at the end of the standby duty shift. Employees placed on standby duty are subject to the following requirements:
1. Be ready to respond immediately to call-back work, or by a specific call time pursuant to operational requirements establish by the employee's department;
 2. Remain in the general vicinity of their home or worksite during the standby period;
 3. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties; and
 4. Notify the employee's supervisor immediately if the employee is unable to be on standby due to an unforeseen emergency.
- B. Call-Back Pay. An employee called back to work, whether or not they are in standby duty status, shall receive minimum credit for one (1) hour's work at the employee's base hourly rate of pay. If an employee should complete the work required, and subsequently be recalled during the minimum credit period, no additional compensation shall be paid for until the minimum time has been worked by the employee. Call-back pay does not include time commuting to and from work.

If the employee may perform call-back work remotely, without the employee being required to physically report to a County site, then the employee will be paid in quarter (1/4) -hour increments for all time worked while remotely responding to the call. For example, if the employee remotely completes the performance of work in twenty-five (25) minutes, the employee will be paid thirty (30) minutes for the remote call-back. If the employee remotely completes the performance of

work in thirty-five (35) minutes the employee will be paid thirty (30) minutes for the remote call-back.

Notwithstanding any other provision, time actually worked on call-back shall be counted toward the calculation of overtime requirement.

C. Shift Differentials

1. Applicability of Shift Differentials. Shift differentials do not apply to sick leave or standby duty. The hourly rate for each shift differential is payable in tenths (1/10) of an hour.

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

- Physician I, II, III and IV – Per Diem

2. Evening Shift — General. Employees who perform work between the hours of 6:00 P.M. and 11:00 P.M. shall be paid an evening differential of one dollar thirty cents (\$1.30) per hour for the time actually worked between 6:00 P.M. and 11:00 P.M., with the exception that a higher shift differential rate shall be paid for the classes, and in the amount listed below:

Note: RUHS shall mean the Riverside University Health System that includes the Medical Center [includes the Hospital, Inpatient Treatment Facility (“ITF”) and the Emergency Treatment Services Facility (“ETS”)], Public Health, Behavioral Health, Correctional Health Services (CHS), and Care Clinics [includes all clinics located within the Hospital and at other community locations].

Exceptions:	Rate:
(a) Employees in the Per Diem classifications of: <ul style="list-style-type: none"> • Cardiac Sonographer • CT Technologist • Electroencephalographic Technician • Interventional Radiologic Technician • Mammography Technologist • MRI Technologist • Occupational Therapist I and II • PET/CT Technologist • Physical Therapist I and II • Radiologic Technologist • Respiratory Care Practitioner I and II Registered • Senior Radiologic Technologist • Surgical Technician • Ultrasound Technologist 	\$1.50 per hour

Exceptions:	Rate:
(b) Employees in the Per Diem classifications set out below working at the RUHS outpatient clinic (non-Community Health Clinic): <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V 	\$1.60 per hour (excluding Behavioral Health and Public Health).
(c) Employees in the Per Diem classifications of: <ul style="list-style-type: none"> • Clinical Lab Scientist • Clinical Pharmacist I • Intern Pharmacist 	\$1.80 per hour
(d) Employees in the Per Diem classifications set out below working for the RUHS (excluding Public Health, ITF, ETS, and outpatient clinics): <ul style="list-style-type: none"> • Clinical Therapist I and II • Institutional Nurse • Nurse Practitioner I, II and III • Physician Assistant • Registered Nurse I, II, III, IV and V 	\$2.50 per hour
(e) Employees in the Per Diem classifications set out below working at the RUHS ITF and ETS (Psychiatry): <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V 	\$4.00 per hour

3. Night Shift — General. Employees who work between the hours of 11:00 P.M. and 6:00 A. M. shall be paid a night differential of one dollar ninety cents (\$1.90) per hour for the time actually worked between 11:00 P.M. and 6:00 A.M., with the exception that a higher shift differential rate shall be paid for the classes, and in the amount, listed below.

Note: RUHS shall mean the Riverside University Health System that includes the Medical Center [includes the Hospital, Inpatient Treatment Facility (“ITF”) and the Emergency Treatment Services Facility (“ETS”)], Public Health, Behavioral Health, Correctional Health Services (CHS), and Care Clinics [includes all clinics located within the Hospital and at other community locations].

Exceptions:	Rate:
(a) Employees in the Per Diem classifications set out below: <ul style="list-style-type: none"> • CT Technologist • Cardiac Sonographer • Electroencephalographic Technician • Interventional Radiologic Technician • Licensed Vocational Nurse I, II, and III • Licensed Psychiatric Technician • MRI Technologist • Nuclear Medicine Technologist • PET/CT Technologist • Radiologic Technologist • Respiratory Care Practitioner I and II • Senior Radiologic Technologist • Surgical Technician • Ultrasound Technologist 	\$3.10 per hour
(b) Employees in the Per Diem classifications set out below working at the RUHS outpatient clinic (non-Community Health Clinic): <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V 	\$2.45 per hour
(c) Employees in the classifications set out below working for RUHS (excluding Public Health): <ul style="list-style-type: none"> • Nurse Practitioner I, II, and III • Physician Assistant • Clinical Lab Scientist • Clinical Therapist I and II • Registered Nurse I, II, III, IV and V • Institutional Nurse • Clinical Pharmacist I • Intern Pharmacist 	\$5.00 per hour

D. Registered Nurse License to Practice.

1. All positions requiring a Registered Nurse's license are required to hold a current valid license in the State of California.
2. It is a professional expectation that licenses are renewed prior to expiration. It is the employee's responsibility to maintain a current valid license. License expiration dates will be maintained by the department, and employees will not be allowed to work past the expiration date of the license without proof of renewal via primary source verification.
3. Primary Source Verification. It is acceptable to verify current licensure with the primary source via a secure electronic communication. This verification must be documented prior to the expiration date of the

license.

4. If the employee is unable to meet the license requirements of this Section, the employee shall be terminated from employment.

E. Special Assignments.

1. RUHS – Medical Center (“MC”)

- a. RUHS – Medical Center Unit Certification/Course Requirements for Units with Direct Hands-on Patient Care.

To be eligible to work in the following units which require physical interaction with patients to provide healthcare services (e.g. taking vital signs, administering medications, assisting with procedures or providing basic care such as bathing or dressing), the employee must have completed the required course(s) and remain current in the required certifications while assigned to the unit.

Course requirements for each of these units are set forth in Appendix B of this MOU. Course requirements and required certifications for any unit are subject to change where required for regulatory or other legal compliance. In the event of such a change, the County will give the Union notice of the change and opportunity to meet and confer over negotiable subjects. (1) Intensive Care Unit (“ICU”), (2) Post-Anesthesia Recovery Unit (“PACU”), (3) Pediatrics Intensive Care Unit (“PICU”), (4) Emergency Department (“ED”), (5) Operating Room (“OR”), (6) Trauma Services, (7) Peripheral Intravenous Central Catheter (“PICC Team”), (8) Neonatal Intensive Care Nursery Unit (“NICU”), (9) Labor and Delivery (“L&D”), (10) Intermediate Care Unit, (11) Chemotherapy, (12) Interventional Radiology (“IR”)/Special Procedure Nurses, (13) Sexual Assault Response Team (“SART”), (14) Behavioral Emergency Response Team (“BERT”), (15) Code Team, (16) Cath Lab, (17) Wound Care Team, (18) Diabetes Team, (19) Throughput Team, (20) Gastrointestinal (“GI”) Lab, (21) Same-Day Surgery, (22) Med Surg, (23) Obstetrics (“OB”), (24) Detention Care Unit (“DCU”), (25) Palliative Care, (26) Correctional Health Unit, and (27) Psychiatry, (28) Peds, and (29) Respiratory Therapy Department.

- b. RUHS – Medical Center Licensed Vocational Nursing Critical/Specialty Care. Any LVN I, II, or III in the following specialties meeting the certification course requirements as set forth in Appendix B and working in the designated units shall receive a differential of \$1.10 per hour when actually working in the designated unit(s) unless otherwise specified in this MOU.

LVN – RUHS-MC Critical/Specialty Care
Emergency Department
NICU
Labor & Delivery
Operating Room
Recovery Room
Intermediate Care Unit ICU
PICU
PICC Team

For all new graduate Licensed Vocational Nurses and those who are new to a critical/specialty care area, the Critical/Specialty Care differential will be applied following completion of required training necessary for the critical/specialty care area and once the employee is authorized by RUHS to work independently in the unit as an LVN.

- c. Correctional Care Unit/Correctional Care Health Professional. Any employee in the following classifications meeting the Correctional Care Unit/Correctional Care Health Professional requirements and working in the designated units shall receive a differential of \$1.00 per hour when actually working in the designated unit unless otherwise specified in this MOU.

- Institutional Nurse
- Supervising Institutional Nurse
- Senior Institutional Nurse
- Licensed Vocational Nurse III
- Nurse Practitioner I, II, III
- Physician Assistant
- Physician II, III, IV
- Radiologic Technologist
- Senior Radiologic Technologist

For all employees who are newly graduated, or who are new to the Correctional Care Unit, the Correctional Care Unit/Correctional Care Health Professional differential will be applied following completion of required training necessary for the Correctional Care Unit and once the employee is authorized by RUHS to work independently on the unit.

- d. Respiratory Critical/Specialty Care.

1. Any employee in the following classifications meeting the certification course requirements and working in a critical care or specialty care designated unit will be paid a

differential of \$2.00 per hour for active direct patient care and/or time spent supervising critical care services:

- Respiratory Care Practitioner I and II

2. Any Respiratory Care Practitioner I or II meeting the NICU Transport critical care requirements and assigned as the on-duty NICU Transport Respiratory Care Practitioner shall be paid a NICU Transport differential of \$3.00 per hour for all hours worked while assigned.

2. Registered Nursing Specialty Care & Critical Care Differentials.

- a. Classifications Eligible. Employees in the following registered nursing classifications are eligible for registered nursing specialty care and critical care (including Emergency Department) differentials:

- Registered Nurse I – MC/CHC
- Registered Nurse II – MC/CHC
- Registered Nurse III – MC/CHC
- Registered Nurse IV – MC/CHC
- Registered Nurse V – MC/CHC
- Nurse Practitioner I, II, and III
- Clinical Nurse Specialist
- Pre-Hospital Liaison Nurse

- b. Registered Nursing Specialty Care Differential. Eligible employees permanently assigned to one of the Specialty Care units below, shall be paid a Specialty Care differential of \$2.50 per hour for all hours worked. For all new graduate Registered Nurses and those who are new to a specialty care area, the Specialty Care differential will be applied following completion of required training necessary for the specialty and once the employee is authorized by RUHS to work independently in the unit.

RN Specialty Care Units
Operating Room
Chemotherapy Certified
PICC
Intermediate Care Unit
Psychiatry (Arlington campus & PCLS at Med Ctr)
Detention Care Unit
Pediatrics
Diabetes Team
GI Lab
Same Day Surgery
Special Procedures (IR Nurse)
Palliative Care

- c. Registered Nursing Critical Care Differential. Eligible employees permanently assigned to one of the Critical Care designated units below shall be paid a critical care differential of \$4.00 per hour for all hours worked. For all new graduate Registered Nurses and those who are new to a specialty, Critical Care Differential will be applied following completion of required training necessary for the critical care area and once the employee is authorized by RUHS to work independently in the unit.

RN Critical Care Units
Trauma
Cath Lab
PACU
Adult ICU
Pediatric ICU
Labor & Delivery
NICU
SART
BERT Team*
Code Team
Throughput Nurse Team
Wound Team
Emergency Department

*Notwithstanding (2)(c) above, the classifications set forth in (2)(a) above at Arlington (ETS/ITF) shall receive BERT pay at \$4/hour for all hours worked in the BERT Team/Assignment.

d. Advanced Care Nurse.

1. Effective no later than four (4) full pay periods following Board of Supervisor approval of this MOU, employees in the Registered Nurse III – MC/CHC classification assigned to the RUHS Medical Center or CHC who are appointed by the Professional Development Committee to work as an Advanced Care Nurse I or an Advanced Care Nurse II shall be classified as follows (NOTE: employees who are earning the ACN I or II differential during this initial transition period will continue to receive the applicable differential until such time that the employee is transitioned into the IV or V classification. Once the employee transitions into the IV or V classification, the ACN I or II differential shall cease.):

1. Registered Nurse IV – MC/CHC (formerly ACN I); the salary shall be \$3.00 per hour more than the salary of the RN III – MC/CHC classification. When base salary

increases are provided to employees in the bargaining unit, the percentage increase will be applied to the RN III – MC/CHC classification and the RN IV – MC/CHC classification will be set \$3.00 per hour more than the RN III – MC/CHC.

2. Registered Nurse V – MC/CHC (formerly ACN II); the salary shall be \$5.50 per hour more than the salary of the RN III – MC/CHC classification. When base salary increases are provided to employees in the bargaining unit, the percentage increase will be applied to the RN III – MC/CHC classification and the RN V – MC/CHC classification will be set \$5.50 per hour higher.
3. A Registered Nurse IV or V MC/CHC will be returned back to a Registered Nurse III MC/CHC, for failure to meet the qualifications of a Registered Nurse IV or V MC/CHC as specified in the Professional Development Committee Guidelines. Prior to the return, the employee may request a meeting no later than seven (7) business days after being provided with notice of the intent to return to the Registered Nurse III MC/CHC. The meeting will be for the purpose of the employee presenting information as to why the employee meets the qualifications. The employee will be returned to the Registered Nurse III MC/CHC classification, the first full pay period following the failure to meet the qualifications and the notice requirements described above. Any further appeal rights must be filed as a grievance pursuant to the grievance procedure.

b. Minimum qualifications for Registered Nurse IV – MC/CHC (formerly ACN I) classification:

1. Bachelor's in Nursing or health related field or National Certification (recognized by AACN or ANCC) AND four (4) years of full time experience as an RN; OR Master's in Nursing and two (2) years of full time experience as an RN
2. Two years minimum in area of specialty
3. Completion of organizational course(s) specific to quality and safety e.g., Team Stepps and Rapid Improvement Events
4. Meets/exceeds on prior evaluation
5. No documented (within last rolling year) attendance issues as specified in RUHS Attendance Policy
6. No performance issues; and

7. Qualified and approved major project by unit or department director; or two smaller projects or activities demonstrating initiative and leadership that contribute to improved patient care or processes as defined by the Professional Development Committee
- c. Following the one (1) year anniversary from the employee's receipt of certification for appointment to the Registered Nurse IV – MC/CHC (formerly ACN I) classification or the employee's annual performance evaluation, whichever comes first, the certification/appointment shall expire and the employee shall no longer qualify for or be entitled to the RN IV – MC/CHC pay/classification unless the sustainment process is successfully maintained/executed.
 - d. Minimum qualifications for Registered Nurse V – MC/CHC (formerly ACN II) classification:
 1. One (1) year as an RN IV-MC/CHC
 2. Minimum qualifications: bachelor's degree in nursing or health related field and National Certification (recognized by AACN or ANCC) AND seven (7) years of full-time experience as RN; OR Master's in Nursing and five (5) years of full time experience as an RN.
 3. Two years minimum in area of specialty
 4. Completion of organizational course(s) specific to quality and safety e.g., Team Stepps and Rapid Improvement Events
 5. Full participation in one or more patient outcome regulatory compliance committee(s) with meeting attendance equal to or greater than seventy-five percent (75%)
 6. Meets/exceeds on prior evaluation
 7. No documented attendance issues (within last rolling year) issues as specified in RUHS Attendance Policy
 8. No performance issues; and
 9. Qualified and approved major project by unit or department director; and one smaller project or activities demonstrating initiative and leadership that contribute to improved patient care or processes as defined by the Professional Development Committee.
 - e. Following the one (1) year anniversary from the employee's receipt of certification for appointment to the Registered Nurse V – MC/CHC (formerly ACN II) classification or the employee's annual performance evaluation, whichever comes first, the certification/appointment shall expire and the employee shall no longer qualify for or be entitled to the RN V – MC/CHC

pay/classification unless the sustainment process is successfully maintained/executed.

f. Sustainment of Registered Nurse IV and V – MC/CHC (formerly Advanced Care Nurse I or II)

1. Effective the first full pay period following Board of Supervisors approval of this MOU, to maintain the Registered Nurse IV and V - MC/CHC (formerly Advanced Care Nurse I and II) (if they have not already done so), an employee must submit proof of continued activity as defined by the Professional Development Committee within six (6) months.
2. Those granted Registered Nurse IV and V - MC/CHC (formerly Advanced Care Nurse I and II) status will be provided a certificate of successful completion valid for one (1) year or anniversary of annual evaluation (whichever comes first).
3. Extensions can be approved for annual evaluation due less than three (3) months from certificate in collaboration with the Professional Development Committee and department Director/Direct Report.
4. Those approved for renewal must submit proof of continued activity that supports RN IV – MC/CHC/RN V – MC/CHC as defined by the Professional Development Committee.
5. Validation of active participation must be readily available upon request to Director/Direct Report.
6. If the overall performance evaluation is changed to “below” / Attendance issues (within last rolling calendar year), the employee is no longer eligible for the pay/classification. The removal may occur at any time.
7. Employees are required to renew Registered Nurse IV and V - MC/CHC (formerly Advanced Care Nurse I and II) annually.

e. NICU Transport Differential. Employees in the classifications listed below who are assigned as the on-duty NICU Transport Nurse shall be paid a transport differential of \$4.00 per hour for all hours worked while assigned.

- Registered Nurse II – MC/CHC
- Registered Nurse III – MC/CHC
- Clinical Nurse Specialist

f. Specialized Team Differential. Employees in the following classifications are eligible for a specialized team differential:

- Registered Nurse I – MC/CHC
- Registered Nurse II – MC/CHC
- Registered Nurse III – MC/CHC
- Registered Nurse IV – MC/CHC
- Registered Nurse V – MC/CHC

Employees who are assigned to one of the following specialized teams shall be paid a differential of \$4.00 per hour for all hours worked while in the assignment:

- Trauma Team (Registered Nurses working as a Trauma Registrar are ineligible for this differential);
- BERT Team (Not applicable to ETS/ITF)
- Code Team (Registered Nurses working as disease specific registrars are ineligible for this differential)

g. Mobile Intensive Care Nurse Differential. Employees in the following classifications that are assigned to the RUHS – Medical Center who have a Mobile Intensive Care Nurse (“MICN”) certification and meet the eligibility requirements set forth below shall receive a MICN differential of \$2.50 per hour upon meeting eligibility requirements and assigned by RUHS as a MICN:

- Registered Nurse I, II, III, IV and V – MC/CHC*

(*NOTE: MICN differential codes do not apply to CHC employees.)

1. MICN Eligibility Requirements

The following minimum pre-requisites will be considered towards a recommendation for assignment as an RUHS MICN. MICN eligibility requirements shall apply to the Registered Nurse Unit.

Minimum Pre-Requisites

- a. Current California RN license
- b. Current ACLS Certification
- c. Current PALS or ENPC Certification
- d. A minimum of 800 hours of emergency department nursing

- e. Verification of successful completion of dysrhythmia class
 - f. Demonstrates good critical thinking skills
 - g. Demonstrates good verbal skills
 - h. Maintains at minimum a satisfactory performance evaluation
 - i. No attendance issues (e.g., placement on medical certification)
 - j. No disciplinary action
 - k. PHTLS (highly preferred)
 - l. TNCC or ATCN (either one highly preferred but not required)
2. Once a recommendation is made, the MICN candidate is given the MICN Qualifying Examination.

MICN Qualifying Examination:

- a. The MICN candidate must successfully pass the examination with a minimum score of eighty percent (80%).
- b. If the MICN candidate fails the examination, the candidate may re-test one time.
- c. If the MICN candidate fails a second time, the candidate must wait six (6) months before re-testing.

3. MICN Interview

Upon successfully passing the MICN Qualifying Examination, an interview with the Hospital EMS Specialist from Riverside EMS Agency if available and Pre-Hospital Liaison Nurse is scheduled.

4. Selection for MICN Assignment

After successful completion of the qualifying examination and interview, the RUHS will make a final selection for MICN assignment. The RUHS shall retain exclusive control to determine final selection and/or order of selection. After selection, the MICN candidate must successfully complete the REMSA approved course within 365 days.

5. MICN Assignment Maintenance

To maintain MICN assignment, the MICN must comply with the RUHS MICN Roles and Responsibilities, including participation in

required EMS education activities, minimum call taking quota of ten (10) calls per quarter, continuous quality improvement activities, and yearly competency exam with a passing score of 80% or better. The MICN can retest once and must obtain an 85% the second test to remain assigned as an MICN.

The MICN must remain in good standing with RUHS and REMSA by renewing the MICN license every two (2) years to maintain MICN assignment.

The determination to assign and/or remove from MICN assignment shall not be subject to the grievance procedure in the MOU and cannot be made or interpreted as disciplinary action.

3. Charge Assignments

a. Charge - Registered Nurses. Every effort will be made to assign charge duty to Registered Nurses who wish to assume the charge responsibilities. The RUHS reserves the right to make an assignment when volunteers are unavailable.

1. Any Registered Nurse I, II, III, IV, or V working for the RUHS- Medical Center (excluding the Emergency Department and ETS) temporarily assigned to perform charge or lead duties that provide direction and leadership to one (1) or more Registered Nurse(s) shall be compensated during such temporary assignment at a rate of two dollars (\$2.00) per hour higher.
2. Any Registered Nurse I, II, III, IV or V working for the RUHS- Medical Center Emergency Department or ETS temporarily assigned to perform charge or lead duties that provide direction and leadership to one (1) or more Registered Nurse(s) shall be compensated during such temporary assignment at a rate of four dollars (\$4.00) per hour higher.
3. Any Registered Nurse I, II, III, IV, or V working for the Care Clinics temporarily assigned to perform the duties of a Supervising Clinic Site Nurse shall be compensated during such temporary assignment at a rate of one dollar and fifteen cents (\$1.15) per hour higher.
4. Registered Nurse I, II, III, IV or V working for the RUHS- Public Health assigned to perform charge or lead duties that provides direction and leadership to one (1) or more Registered Nurse(s); and/or to monitor or coordinate a special program with the RUHS-Public Health, and/or the nursing aspects of an agency-wide program, shall be

compensated during such assignment at a rate of one dollar (\$1.00) per hour while actually performing these functions.

5. Any Institutional Nurse or Senior Institutional Nurse working at an adult correctional facility temporarily assigned to perform the duties of a Supervising Institutional Nurse shall be compensated during such assignment at a rate of one dollar and fifteen cents (\$1.15) per hour higher.

- b. Charge - Other Medical Classes. Any Licensed Vocational Nurse II and III or Licensed Psychiatric Technician of the Para-Professional Unit temporarily assigned to perform the duties of a unit charge person shall be compensated during such temporary assignment at a rate of forty-two cents (\$0.42) per hour higher for Licensed Vocational Nurse II and III and at a rate forty-three cents (\$0.43) per hour higher for Licensed Psychiatric Technician.

Any Respiratory Care Practitioner II, when temporarily assigned over all RUHS-Medical Center respiratory therapy responsibilities by the Director of Cardiopulmonary Services or their designee shall be compensated at one dollar and fifty cents (\$1.50) per hour higher for actual time assigned.

4. Forensic Behavioral Health

Employees in the following classifications who are permanently assigned to a juvenile or adult detention facility shall receive an adult or juvenile detention differential equal to 8.3% of the employee's base salary:

- Senior Clinical Psychologist
- Clinical Psychologist
- Registered Nurse I, II, III
- Clinical Therapist I and II
- Senior Clinical Therapist
- Recreational Therapist

5. Preceptor. A Per Diem employee in the designated classifications who is assigned to perform as a preceptor shall receive additional compensation as provided in the table below for the time actually worked and assigned as a preceptor.

A preceptor is defined as an experienced employee who is assigned by the department head or designee for a length of time to provide one-on-one training and evaluation to a newly licensed employee or a regular full-time, per diem, or part-time employee new to a specialty unit/assignment and are not released to work independently in the hospital or specialty unit/assignment ("new employee"). Precepting begins on the first day the preceptor works

directly with the new employee and ends once the new employee is formally approved by management to work independently. Precepting does not include mentoring, providing orientation, working with non-County staff, students or registry/traveling personnel, or to ad hoc or classroom instruction on a process or procedure when not assigned as the preceptor. Mentoring means informally providing guidance, advice, feedback or support to an employee who works independently. Orientation is defined as helping to acquaint the person with routines, protocols, and expectations.

Preceptor pay is only paid for hours worked actively engaged in training and evaluating the new employee. Employees assigned by the department head or designee to act as a preceptor on a temporary or substitute basis (e.g., when the regularly assigned preceptor is on leave or reassigned), will receive preceptor pay for hours worked actively engaged in training and evaluating the new employee.

Every preceptor must complete a preceptor training program as required by RUHS management prior to assignment as a preceptor, and refresher training as required.

(a) working for an RUHS campus: <ul style="list-style-type: none"> • Registered Nurse II, III, IV, V 	\$5.00 per hour
(b) working at RUHS Operating Room: <ul style="list-style-type: none"> • Licensed Vocational Nurse I and II† • Surgical Technician 	\$1.00 per hour
(c) working at RUHS - MC: <ul style="list-style-type: none"> • Respiratory Care Practitioner II Registered • CT Technologist • Radiologic Technologist • Mammography Technologist • MRI Technologist • Interventional Radiologic Technologist • Nuclear Medicine Technologist • PET/CT Technologist • Ultrasound Technologist 	\$1.00 per hour

† Selected by the Operating Room Nurse Manager to precept a Registered Nurse in the Operating Room.

6. Shift Schedule Premium

Employees who work two (2) – three (3) shifts in a given pay period shall receive a two-percent (2%) premium paid at the employee’s base hourly rate of pay for all hours actually worked for that pay period.

Employees who work four (4) or more shifts in a given pay period shall receive an additional three-percent (3%), for a total of five percent (5%), premium paid at the employee’s base hourly rate of pay for all hours actually worked for that

pay period.

To qualify for this premium, an eligible shift is defined as working at least eight (8), ten (10) or twelve (12) hours (depending on the minimum shift duration for that unit) during a single shift. An employee who is scheduled to work a shift, as described above, and who is relieved from duty due to low census shall be credited towards the eligibility for the shift schedule premium; meaning the County shall credit the employee for the shift to count towards the shift schedule premium not that the employee will receive pay for the hours they don't work. (Example: for an employee who is scheduled to work twelve (12) hours but is relieved from duty at the eighth (8th) hour, the County shall credit the shift towards qualifying for this premium).

7. Holiday Premium Pay

Any Per Diem Unit employee who is assigned and actually works on a holiday identified below shall be paid at the rate of one and one half times the employee's base hourly rate of pay for the hours actually worked.

County holidays shall only include:

January 1, New Year's Day

Third Monday in January, Martin Luther King, Jr.

February 12, Lincoln's Birthday

Third Monday in February, Washington's Birthday

Last Monday in May, Memorial Day

June 19th, Juneteenth

July 4, Independence Day

First Monday in September, Labor Day

Second Monday in October, Indigenous People's Day

November 11, Veterans' Day

Fourth Thursday in November, Thanksgiving Day (unless otherwise appointed)

Friday following Thanksgiving Day

December 24 and 31, when they fall on Monday

December 25, Christmas Day

December 26 and January 2, when they fall on a Friday

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. Discussion of Request or Complaint

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

Section 2. Grievance Definition

Except as outlined below, a "grievance" is the subject of a written request or complaint,

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

- A. Matters arising under any of the following:
 - 1. County Harassment Policy and Complaint Procedure;
 - 2. County Violence, Threats, and Securities Policy;
 - 3. Employment and selection decisions;
 - 4. Appeals to the Accident Review Committee;
 - 5. Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;
 - 6. Complaints within the jurisdiction of state and federal fair employment agencies other than the Public Employment Relations Board (“PERB”);

- B. Requests or complaints, the resolution of which is beyond the delegated authority of the Human Resources Director and which by law requires legislative action (i.e. approval) by the Board of Supervisors.

- C. Requests or complaints involving the dismissal of a Per Diem employee.

Section 3. Freedom from Reprisal

No employee shall be subject to coercion or dismissal for discussing a request or complaint with their unit supervisor, or for the good faith filing of a grievance petition.

Section 4. Employee Representation/Union Rights

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, including the informal discussion with the employee’s supervisor, provided an employee that is a member of a representation unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution may be represented only by the exclusive employee organization representing the Per Diem bargaining unit. Reasonable access to work areas by representatives of qualified employee organizations shall be in accordance with the provisions of the Employee Relations Resolution and this MOU. The grievant and one (1) 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 to recognize more than one (1)

representative for the grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one (1) representative in order to fully and adequately present the matter.

Section 5. Grievance Petition Form

All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of the MOU alleged to be violated as provided under Article 7, Section 2.

Section 6. Presentation

All grievance petitions shall be filed within fifteen (15) Business Days after the discussion with the unit supervisor. In no case shall the grievance be filed more than twenty five (25) Business Days after occurrence of the circumstances giving rise to the grievance otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. A grievance petition filed by the union on behalf of an individual current employee that involves an issue of financial reimbursement may, upon the employee's notice to the union, and subject to all applicable time limits, continue through the grievance process after the employee leaves employment with the County.

Section 7. Consolidation

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

Section 8. Resolution

Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the parties.

Section 9. Withdrawal

Any grievance petition may be withdrawn by the union SEIU, without prejudice.

Section 10. Time Limits

Grievance petitions shall be processed from one (1) step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

Section 11. Resubmission

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

Should either party to this agreement determine that it is necessary to amend its argument at Step 1 or Step 2 of the grievance procedure, the grievance petition shall be remanded back for consideration at the previous step of the procedure. In the event such action occurs, the timelines set forth under Sections 13 (B) and (C) shall apply.

Section 12. Extension of Time

The time limits within which action must be taken or a decision made as specified in this procedure may be extended by written consent of the union on behalf of the grievant and the person before whom disposition of the petition is pending.

Section 13. Steps

The following procedure shall be followed by an employee or SEIU submitting a grievance petition:

- A. Discussion with Unit Supervisor. Prior to filing a written grievance petition, the employee shall within ten (10) Business Days from the date of the event leading to the grievance, or ten (10) Business Days after any grievant is aware, or reasonably should have become aware of the conditions precipitating the grievance, discuss the matter with the unit supervisor. The supervisor shall give a prompt response where it is possible to do so. The supervisor is entitled to have the present of one observer during the discussion.
- B. Step 1. Failing to resolve the grievance with the unit supervisor, SEIU on behalf of the grievant shall submit a grievance petition to the Human Resources Department within fifteen (15) Business Days following the date of the informal discussion with the unit supervisor. The Human Resources Department shall forward the petition to the grievant's Temporary Assignment Program designee. The Temporary Assignment Program designee, shall meet with the grievant, the grievant's representative and the unit supervisor within fifteen (15) Business Days of the submission of the petition. No later than fifteen (15) Business Days thereafter, the Temporary Assignment Program designee shall render a written decision.
- C. Step 2. Failing to resolve the grievance at Step 1, the union on behalf of the grievant shall submit a written request to the Human Resources Director, or designee, for review within ten (10) Business Days following the receipt of the written Step 1 decision. The Human Resources Director or designee shall meet with the grievant and the grievant's representative to discuss the grievance. No later than ten (10) Business Days thereafter the Human Resources Director, or designee, shall render a written decision setting forth the finding of fact, reasoning, conclusion and remedy, if any.

D. The Step 2 decision shall be final and binding unless SEIU requests grievance mediation pursuant to Section 14 of this Article.

Section 14. Grievance Mediation

Within ten (10) Business Days from the date the Human Resources Director or designee renders a written decision SEIU may request the assistance of a mediator from the State Mediation and Conciliation Service (“SMCS”) to settle the grievance. A mediator shall be selected by the striking method unless the parties mutually agree upon a specific mediator.

It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by the parties. The final agreement shall be binding on all parties. In the event the parties are unable to reach settlement, the decision rendered at Step 2 of the grievance procedure shall be final and binding, and shall not be subject to arbitration.

ARTICLE 8 DUES DEDUCTION, COPE & INDEMNIFICATION

A. Dues Deduction

Each pay period, the County shall send to SEIU a list of all employees in the bargaining unit including: (1) each employee's first name, middle initial, last name; (2) employee identification number; (3) employee hire date; (4) employee job classification; (5) employment status (ex: active, on leave of absence, etc.); (6) work status (ex: full time, part time, hourly, seasonal, etc.); (7) annual base salary amount; (8) gross earnings per pay period; (9) hourly rate; salary step (if applicable); and (10) total hours worked in the pay period. This information shall be sent to dues@seiu721.org within five (5) business days of each payday in a CSV or fixed file format that will enable SEIU to download the data in an Excel format.

Each pay period, the Union shall provide the County with an “authorized deduction report” that includes bargaining unit members who have authorized the deduction of union dues, Committee on Political Education (“COPE”) and other deductions and the deduction amounts.

The County shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The County shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in the same format as the employee data above to dues@seiu721.org within five (5) business days of each payday.

B. Committee on Political Education (“COPE”)

Employees may make voluntary contributions to the Union's registered political action committees. The County shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the County with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the County by the next full pay period cycle.

C. Indemnification

SEIU Local 721 shall indemnify and hold the County, its elected officials, officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions herein.

ARTICLE 9
UNION RIGHTS

Section 1. Bulletin Boards

Space will be made available to SEIU on a reasonable number of departmental bulletin boards designated for such purpose, provided such use is reasonable. Notices shall be dated and signed by a SEIU representative. The privilege does not extend to the individual members of SEIU. The posting and removal of bulletin board material must be maintained in a timely fashion. The County, through the Human Resources Director, or designee, reserves the right to suspend or cancel bulletin board privileges for abuse. Bulletin board space will be visible and accessible to all SEIU represented employees at the worksite.

Section 2. Time Reporting Code

- A. Release Time. The County agrees to provide SEIU with one (1) payroll code for union related release time.
- B. All requests for release time by SEIU shall be processed by the County within a reasonable time from receipt of the request.
- C. Employees granted release time under this article shall not suffer any loss in the base rate of pay for actual hours released that the employee would have otherwise reported to work. Compensation for release time shall not include payment of shift differentials or any premium pay provided under Article 6. No employee shall receive paid release time for any hours or any day for which the employee was not otherwise required to work.
- D. The County shall provide the union with a total count of SEIU represented employees, for all bargaining units covered under this MOU, calculated from the first full pay period in January and July of each year. The aggregate total of the time bank for each calendar year shall be established from the average of these two (2) total employee counts.
- E. Release time under this Article shall be granted upon reasonable advance notice to the County. For the purposes of this Article, reasonable notice is considered at least four (4) weeks prior to the date of the planned activity.

Employees agree to make a good faith effort to have their shifts covered in order to attend planned activities without impairing County services or operations. The County may deny the request if the employee's absence would negatively affect County services or operations. In such cases, the union agrees to waive the right to grieve the denial of release time.

- F. The County will not unreasonably withhold permission to release employees for planned union activity.

Section 3. Worksite Access

The Union will maintain its existing rights to enforce their rights to worksite access.

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

Section 4. Stewards

Except as set out below, SEIU may elect or appoint two (2) Stewards in the Per Diem Unit. The Stewards must be a representative from RUHS-MC and the Department of Mental Health, exclusively.

The Stewards are recognized as representatives of SEIU in their department with the power to bind SEIU in all matters pertaining to this MOU. SEIU agrees to notify the County Human Resources Department in writing of the names of its Stewards and the effective dates of their election or appointment.

There shall be no union activity on County time or premises except as provided for in this MOU. A Steward is permitted to represent SEIU in grievances, collective bargaining, administrative interviews, and other duties consistent with the representational rights granted by the MMBA. Stewards shall not be permitted to request preparation time pursuant to this Article. A Steward will not absent themselves from their work without first obtaining the permission of the department. To obtain permission the Union shall identify the following in the release time request to Human Resources: a) the specific reason for requesting permission, b) the employee(s) to be represented, and c) the general issue involved. SEIU agrees that the provision of County services is not to be negatively affected by any Steward activity permitted by this Article. Subject to the foregoing, the County will not unreasonably withhold permission.

Section 5. New Employee Orientation

The County shall provide SEIU written notice to the Worksite Organizer (WSO) at the email address SEIU provides to the County, and to membership@seiu721.org of both County-wide and department-level new employee orientations, no matter how few participants, and whether in person or online, every pay period, except if there is an urgent need that is critical to the County's operations that was not reasonably foreseeable.

SEIU will be allowed to participate and present for no more than twenty (20) minutes during new employee orientation. Alternatively, in the event that a new employee participates in orientation that is self-service (i.e. individual review of policies on-line, etc.), then SEIU will be provided with the employee's cell phone number and e-mail provided to the County, and be allowed time within the first sixty days of their employment to have a union orientation discussion not to exceed 15 minutes during the employee's work time.

No representative of management shall be present during the Union's presentation. Release time shall be granted for one (1) Steward to participate in the new employee orientations.

For purposes of this section "new hires" shall be defined to include any employee new to the Per Diem Unit.

Section 6. No Retaliation

The parties agree that there will be no retaliation, reprisals, discharge, harassment of any kind, or discipline issued or pursued against bargaining unit employees as a result of participating in or supporting the parties' collective bargaining, the Joint Labor Management Committee, unfair labor practice charges or procedures, and/or other concerted activities.

ARTICLE 10
NO STRIKE CLAUSE

It is hereby agreed that SEIU shall not take part in, nor call, sanction, foster, nor support any strike (including sympathy strikes), work stoppage, slow-down, sick- in nor any other interference with the County's services or operations during the term of this MOU.

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

ARTICLE 11
COMPENSATION

Section 1. Compensation Schedule

Employees shall receive the base hourly rate of pay assigned to the classification in which the employee is employed as set forth in Appendix A (Compensation Schedule) as attached and incorporated by reference. The Compensation Schedule, and any adjustments to overtime and premium pay in Article 6, shall be effective the first day of the second full pay period following approval of this MOU by the Board of Supervisors.

According to the timeline set forth above, the base hourly rate of pay for classifications

covered by this MOU shall be aligned with the base hourly rate of pay provided to employees in comparable classifications in the full-time General SEIU MOU at the maximum rate of the salary range. During the term of this agreement, the base hourly rate of pay for classifications covered by this MOU shall remain aligned with the base hourly rate of pay at the maximum rate of the salary range for the comparable classifications in the full-time General SEIU Unit, including any market adjustments made to comparable classifications in the full-time General SEIU Unit.

Section 2. Retirement

Employees shall participate in the County of Riverside 401(a) Temporary and Part-Time Employees' Retirement Plan. Employees are required to contribute 3.75% of eligible earnings into the Plan each pay period. The County shall contribute an annual percentage based on, at a minimum, the actuarial valuation for that year.

ARTICLE 12 SEPARABILITY

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

ARTICLE 13 JOINT LABOR/MANAGEMENT COMMITTEES

Labor-Management work groups are tools to help improve the workplace. Labor-Management groups can help resolve problems and/or develop innovative strategies to produce work more efficiently, save the County money, or improve public services.

The County should recognize that its greatest asset is its human resources and that each individual has the potential to strengthen and change the organization both individually and collectively. Labor-Management work groups can be the catalyst for implementing and identifying lasting ways to improve organizational effectiveness by utilizing the County's human resource asset.

Both Parties must recognize that cooperation, problem solving, and long range planning are in the self-interest of their respective organizations and the public they serve.

The labor management committees shall be limited to six (6) persons per side and shall be held no fewer than once every three (3) months. It is understood and agreed that each party shall produce an agenda for discussion no later than one (1) week prior to the date of the meeting.

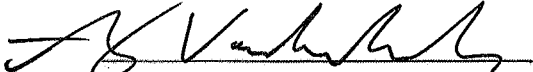
ARTICLE 14
PER DIEM STATUS TO REGULAR STATUS


The County shall provide employees in the Per Diem Unit who have applied for and who meet the recruiting requirements for a full-time regular SEIU represented classification an opportunity to interview The County shall consider performance, qualifications, and level of experience with the County as provided by the Per Diem applicant.

SIGNATURE PAGE

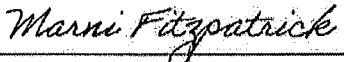
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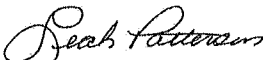
COUNTY OF RIVERSIDE



Alexander Volberding, Chief Negotiator

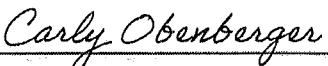

Clorissa Cacho, HR Division Manager



Beatris Ordaz, Emp & Labor Relations Officer


Marni Fitzpatrick, Emp & Labor Relations Officer

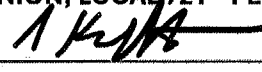

Leah Patterson, Chief Clinical Integration Officer

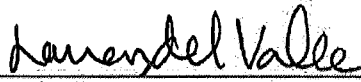

Anita Cox, Executive Director RUHS



Carly Obenberger, HR Division Manager



Ashley Siegfried, Principal HR Analyst

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721 - PER DIEM UNIT


for Abdjel Coronel, Chief Negotiator


Lauren Del Valle, Registered Nurse III
MC/CHC-PD


Luis Mendoza Ramos, Registered Nurse III
MC/CHC-PD


Kenneth Granados, Physician Assistant III-PD

APPENDIX A - SEIU PD Classifications

Title	Job Code	Per Diem Hourly Rate
AMBULATORY PRIMARY CARE PHYSICIAN – PD	57799	\$152.4255
AMBULATORY PRIMARY CARE PHYSICIAN LEADER – PD	57798	\$166.6078
CARDIAC SONOGRAPHER - PD	98739	\$55.5372
CLINICAL LABORATORY SCIENTIST - PD	98702	\$67.7215
CLINICAL NURSE SPECIALIST - PD	57801	\$96.3804
CLINICAL PHARMACIST I - PD	73612	\$92.9027
CLINICAL PSYCHOLOGIST - PD	79712	\$47.1267
CLINICAL THERAPIST I - PD	79741	\$44.3097
CLINICAL THERAPIST II - PD	79743	\$50.3281
CT TECHNOLOGIST – PD	98769	\$68.6072
DENTIST - PD	73899	\$107.5002
DIETETIC TECHNICIAN - PD	57743	\$37.9316
DIETITIAN I - PD	78317	\$45.6881
DIETITIAN II - PD	78318	\$49.6089
ELECTROENCEPHALOGRAPHIC TECHNOLOGIST- PD	98763	\$46.2838
EXERCISE PHYSIOLOGIST - PD	73477	\$40.9053
GRADUATE SPEECH-LANGUAGE PATHOLOGIST - PD	73418	\$47.6314
INSTITUTIONAL NURSE - PD	74065	\$80.3706
INTERN PHARMACIST – PD	73604	\$29.7357
INTERVENTIONAL RADIOLOGIC TECHNOLOGIST – PD	98771	\$67.9560
LICENSED PSYCHIATRIC TECHNICIAN - PD	57746	\$42.5261
LICENSED VOCATIONAL NURSE I - PD	57757	\$40.1876
LICENSED VOCATIONAL NURSE II - PD	57754	\$42.5261
LICENSED VOCATIONAL NURSE III - PD	57765	\$45.0012
MAMMOGRAPHY TECHNOLOGIST – PD	98767	\$62.0011
MRI TECHNOLOGIST - PD	98775	\$76.0645
NUCLEAR MEDICINE TECHNOLOGIST – PD	98773	\$75.6480
NURSE PRACTITIONER I - PD	73987	\$89.5130
NURSE PRACTITIONER II - PD	73988	\$102.9399
NURSE PRACTITIONER III - PD	74067	\$108.6017
NUTRITIONIST - PD	78352	\$42.0297
OB/GYN – PD	57800	\$170.1202
OCCUPATIONAL THERAPIST I - PD	73443	\$61.3242
OCCUPATIONAL THERAPIST II - PD	73437	\$71.6844
OCCUPATIONAL THERAPY ASSISTANT - PD	57768	\$49.3963
PET/CT TECHNOLOGIST – PD	98708	\$79.8088
PHYSICAL THERAPIST ASSISTANT - PD	57769	\$49.3963
PHYSICAL THERAPIST I - PD	73448	\$61.3242
PHYSICAL THERAPIST II - PD	73447	\$71.6844
PHYSICIAN ASSISTANT FELLOWSHIP - PD	73844	\$34.1163
PHYSICIAN ASSISTANT I - PD	73842	\$89.5130
PHYSICIAN ASSISTANT II - PD	73973	\$102.9399
PHYSICIAN ASSISTANT III - PD	73843	\$108.6017
PHYSICIAN I - PD	73782	\$97.1662
PHYSICIAN II - PD	73806	\$112.8252
PHYSICIAN III - PD	73807	\$119.0076

PHYSICIAN IV - PD	73808	\$125.5193
PUBLIC HEALTH MICROBIOLOGIST I - PD	78746	\$45.5562
PUBLIC HEALTH MICROBIOLOGIST II - PD	78747	\$50.1190
PUBLIC HEALTH MICROBIOLOGIST III – PD	78748	\$54.6517
RADIOLOGIC TECHNOLOGIST - PD	98722	\$53.2526
REGISTERED NURSE I - MC/CHC - PD	57735	\$57.1896
REGISTERED NURSE I - PD	73957	\$43.6743
REGISTERED NURSE II - MC/CHC - PD	57736	\$68.0905
REGISTERED NURSE II - PD	73990	\$51.2746
REGISTERED NURSE III - MC/CHC - PD	57737	\$77.1585
REGISTERED NURSE III - PD	73958	\$58.6095
REGISTERED NURSE IV - MC/CHC - PD	57766	\$80.2785
REGISTERED NURSE IV - PD	74062	\$61.8297
REGISTERED NURSE V - MC/CHC - PD	57767	\$82.8785
REGISTERED NURSE V - PD	74063	\$65.2260
RESPIRATORY CARE PRACTITIONER I, REGISTRY - PD	98758	\$40.3510
RESPIRATORY CARE PRACTITIONER II- PD	98759	\$48.1343
SOCIAL SERVICES PRACTITIONER I - PD	57738	\$30.7069
SOCIAL SERVICES PRACTITIONER II - PD	57739	\$36.2953
SOCIAL SERVICES PRACTITIONER III - PD	57740	\$48.5465
SPEECH-LANGUAGE PATHOLOGIST - PD	73419	\$65.8856
SR CLINICAL PSYCHOLOGIST - PD	79716	\$53.0989
SR RADIOLOGIC TECHNOLOGIST – PD	98728	\$58.5078
SR THERAPIST - PD	13887	\$73.5324
SURGICAL TECHNICIAN - PD	57759	\$47.9270
ULTRASOUND TECHNOLOGIST - PD	98765	\$67.9560

APPENDIX B
Certifications Required to Work in the Units Identified Below.

UNIT/TEAM/Specialty	REQUIREMENTS
BERT	CPI, BLS, 5150 Certification
Cath Lab	ACLS, BLS, NIHSS
Chemotherapy	Chemotherapy Certified
Code Team	ACLS, BLS, PALS/ENPC, NIHSS
Correctional Health Unit	BLS
DCU	CPI, BLS
Diabetes Team	BLS, CDCES
Emergency Department	ACLS, BLS, CPI, PALS/ENPC, NIHSS, TNCC/ATCN
GI Lab	ACLS, BLS
ICU	ACLS, BLS, NIHSS, TCAR/Trauma Course
Intermediate Care Unit	ACLS, BLS, NIHSS
Interventional Radiology (IR)/Special Procedure Nurses	BLS, ACLS, PALS
L&D	ACLS, BLS, NRP, Fetal Monitoring, Advanced Fetal Monitoring every two (2) years
Med Surge Tele (MST)	BLS, NIHSS
NICU	High Risk Neonate Parts 1 & 2, BLS, NRP
OB	Intermediate Fetal Monitoring every two (2) years BLS, NRP
OR	BLS
PACU	ACLS, BLS, PALS, NIHSS, TCAR, PCAR
Palliative Care	BLS
Peds	BLS, PALS, PCAR/Trauma Course
PICC	BLS
PICU	PALS, BLS, PCAR/Trauma Course
Psychiatry (ETS/ITF/PCLS)	BLS, CPI, LPS, 5150 authorization, Legal in-service training
Respiratory Therapy Department	BLS, ACLS
SART	BLS, CPI, Completion of SANE Training
Same Day Surgery	BLS, NIHSS
Throughput	ACLS, BLS, NIHSS
Trauma Registrar Team	ACLS, BLS
Trauma Services	ATCN/TNCC, ACLS PALS, BLS, NIHSS
Wound Care	BLS, Any National Wound Certification (recognized by AACN or ANCC)

“ACLS” – Advanced Coronary Life Support
“ATCN” – Advanced Trauma Care Nursing
“BLS” – Basic Life Support
“CPI” – Crisis Prevention Training
“ENPC” – Emergency Nurse Pediatrics Course
“LPS” – Lanterman Petris Service
“MICN” – Mobile Intensive Care Nursing
“NIHSS” – National Institutes of Health Stroke Scale
“NRP” – Neonatal Resuscitation Program
“PALS” – Pediatric Advanced Life Support
“PCAR” – Pediatric Care After Resuscitation
“SANE” – Sexual Assault Nurse Examiner
“TCAR” – Trauma Care After Resuscitation
“TNCC” – Trauma Nurse Core Curriculum
“NRP” – Neonatal Resuscitation Program
“PALS” – Pediatric Advanced Life Support
“TNCC” – Trauma Nurse Core Curriculum