

MEMORANDUM OF UNDERSTANDING

2020 – 2024

COUNTY OF RIVERSIDE

AND

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 721

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## DEFINITIONS

**Arbitration** shall mean a hearing that is heard by an independent third party to conduct the Third Step meeting in the grievance process, disciplinary appeal hearings, or any other form of hearing designated herein.

**Anniversary date** shall mean the date upon which a merit increase becomes effective under provisions of this MOU.

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

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

**Continuous service or continuous employment** shall mean the continuing service of a permanent or seasonal employee in a regular position which has not been interrupted by resignation, discharge or retirement.

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

**Employees** as used in this Memorandum of Understanding shall refer only to "regular" or "seasonal" employee(s), full-time or part-time, as referred to in Salary Ordinance No. 440 employed by the County in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution.

**First Step** shall mean a meeting at the department level between a department representative and the employee, and/or Union representative. The First Formal Step in the Grievance Process.

**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.

**Merit Increase** shall mean a pay increase within a salary plan/grade based upon approved pay scale tables according to the terms of the MOU.

**Neutral** shall mean an independent third party, such as a hearing officer or arbitrator, agreed upon by the parties, by the processes designated herein, to conduct Step 3 arbitrations, disciplinary appeal hearings, or any other form of hearing designated herein.

**Paid status** shall mean the payment of compensation to an employee for regular hours worked, County paid time such as holiday, jury duty, and bereavement, or from accrued leave banks such as vacation, sick, holiday and/or compensatory time. Payments received for disability such as short-term or long-term disability or workers' compensation

shall not be considered being in a paid status and shall not entitle an employee to earn leave accruals, including accrued holiday or receive flex benefit contributions.

**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** shall mean fourteen (14) calendar days from Thursday (starting at midnight Wednesday) to midnight of the second Wednesday thereafter.

**PERB** shall mean the California Public Employment Relations Board.

**CalPERS** shall mean the California Public Employees' Retirement System.

**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 (1) person.

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

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

**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].

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

**Regular employee** shall mean a holder of a regular position.

**Regular position** shall mean a position established pursuant to Salary Ordinance No. 440 on an ongoing basis, as distinct from a seasonal or temporary position.

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

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

**SEIU** shall mean the Service Employees International Union, Local 721.

**Temporary employee** shall mean an employee who is not a regular or seasonal employee.

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

**Work/Working day** shall mean each day an employee performs his/her duties, including weekends and holidays.



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”), the Waste Resources Management District and the Regional Park & Open Space District (hereinafter referred to as Districts) and the Service Employees International Union, Local 721 (“SEIU” or “Union”) as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This MOU is in effect from January 30, 2020, to midnight, January 29, 2024. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the County’s Board of Supervisors, the Regional Park & Open Space District Board and the Waste Resources Management Board.

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.

ARTICLE 2  
RECOGNITION

This MOU shall apply only to persons employed as regular full-time, or regular part-time, or Seasonal employees in classifications within the following bargaining units:

County of Riverside:

- A. Para-Professional Unit
- B. Professional Unit
- C. Registered Nurses 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

The terms and conditions of this MOU shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this MOU.

ARTICLE 3  
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

- B. It is the intent of the parties that this MOU be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the unit. Where 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-Miliias-Brown Act, 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 which affects matters within the scope of representation. Emergency shall be defined as unforeseen circumstances beyond the 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, the Regional Park & Open Space District Board or the Waste Resources Management Board.

#### ARTICLE 4 MANAGEMENT RIGHTS

All management rights and functions shall remain vested exclusively with the County. The County agrees that it will not exercise the foregoing management rights in an arbitrary or capricious manner:

1. To determine the mission of each of its departments, institutions, boards and commissions pursuant to law.
2. To set standards of service to be offered to the public.
3. To exercise control and discretion over its own organization and operations.
4. To direct, discipline and discharge its employees in accordance with the law, ordinances, regulations and this MOU.
5. To relieve its employees from duty because of lack of work or for other legitimate reasons.
6. To determine the methods, means and personnel by which its operations are to be conducted, including the performance thereof by contract, and to determine workload and staffing patterns.
7. To prescribe the qualifications for employment and determine whether they are met.
8. To establish and enforce safety measures to protect employee and/or the public.
9. To take all other action except as clearly and expressly otherwise provided by this MOU or the Employee Relations Resolution.

ARTICLE 5  
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

- A. Pay Period. Fourteen (14) calendar days from Thursday (starting at midnight Wednesday) to midnight of the second Wednesday thereafter.
- B. Work Schedule. The normal work schedule is a 5/40 schedule (five (5) eight-hour days per work week excluding un-paid meal periods). The following alternative work schedules may be established to meet the operational needs of the department(s):

9/80 schedule (four, nine-hour days per work week and one eight-hour day per pay period)

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

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

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

6/12-2/4 schedule (three, twelve-hour days and one, four-hour day per work week)

6/12-1/8 schedule (three, twelve-hour days per work week and one alternating eight hour day every other week)

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

Scheduling & Shift Assignments. SEIU agrees that the County shall retain exclusive control to assign schedules or shifts to employees within the established work schedule (normal or alternative) and hereby waives any right to negotiate the

decision or impacts (unless otherwise specified in this MOU), or grieve the County's decision, during the remaining term of this MOU.

C. Flex schedules shall be made available under the following conditions:

1. Overtime shall be earned and compensated under this section according to the provisions of Section 2 of this Article.
2. In order for an employee to work an alternative and flex work schedule, the employee must continue to maintain the work load assigned within the work period. The department may establish core hours of work. In addition, employees must agree to clear their schedule to attend staff meetings, training classes or any other meetings or events that the department requires the employee to attend. It is mandatory for an employee to follow reporting requirements of the department and any other requirement in the department's policy, procedures and handbook. It is incumbent on the employee to keep abreast of all events that affect their schedule.
3. At the discretion of the County, Registered Nurses and Licensed Vocational Nurses throughout the Riverside University Health System ("RUHS") may maintain their 3/12 schedules. Such schedules will be treated as full-time positions for the purpose of all benefits in accordance with the other provisions set forth in the MOU and the 72-hour nurses shall be entitled to all full-time benefits as if they were classified as full-time employees under the MOU. 72-hour nurses shall not be entitled to CalPERS contributions beyond their actual accrued CalPERS eligible compensation.
4. At the discretion of the County, if Respiratory Care Practitioners are assigned to a 3/12 schedule, then such schedule will be treated as full-time positions for the purpose of all benefits in accordance with the other provisions set forth in the MOU and the 72-hour Respiratory Care Practitioners shall be entitled to all full-time benefits as if they were classified as full-time employees under the MOU. These employees shall not be entitled to CalPERS contributions beyond their actual accrued CalPERS eligible compensation.

D. Command Post Schedules. A Command Post provides off hours emergency response services by Social Services Practitioners (assigned to Children's Services) and Social Services Supervisors (assigned to Children's Services). The department shall regularly review the Command Post to ensure that it is providing a quality, cost effective solution to the off duty hours emergency response needs of the County. The department reserves the right to determine the work assignments for Command Post staff. However, the general focus of the Command Post is after-hours emergency response for the purpose of reducing the burden of on call duty for other departmental staff. The following conditions apply to all employees that are assigned to the Command Post:

1. Employees not working the third or weekend shifts shall be scheduled for forty (40) straight time hours as follows:
  - a. Regular Shift: Monday to Thursday from 3:00 p.m. until 1:00 a.m.
  - b. Standby Duty: Up to four (4) on-call duty shifts of six and one half (6 ½) hours each week. Generally employees will be scheduled for standby duty shifts Monday to Thursday from 1:00 a.m. until 7:30 a.m. the following morning. However, the weekly standby duty shifts may be scheduled on other days or times during the week to meet departmental staffing needs.
2. Third Shift. Employees assigned to the Command Post third shift will be assigned a 4/10 work schedule, Monday through Thursday, the hours of which will be determined by the department.
  - a. Employees assigned to the Command Post third shift shall receive a meal allowance of ten dollars (\$10.00) for each shift actually worked.
3. Weekend Shift. Employees assigned to the Command Post weekend shift will be assigned a 3/12 work schedule, Friday through Sunday, the hours of which will be determined by the department, plus a floating four (4) hour shift each week, Monday through Thursday, at a time to be determined between the employee and his/her supervisor.
  - a. Employees assigned to the Command Post weekend overnight shift shall receive a meal allowance of ten dollars (\$10.00) for each shift actually worked.
4. The alternative shift configuration for the Command Post may be changed at the discretion of the department to meet staffing needs including, but not limited to, the configuration of the hours of work, the start and stop times for the regular shifts, and the days of work during the week according to the provisions of Section 1(B) of this Article.
5. Completing Court Reports. Any employee in the Command Post who is required to complete a court report as the result of an emergency response shall complete the court report immediately following the emergency response or during the next regularly scheduled work shift. If it is not possible to complete the court report immediately following the emergency response, and the report is due prior to the commencement of the next regularly scheduled work shift, then the employee shall request and obtain permission from his/her supervisor to complete the report on non-scheduled time. Payment for such non-scheduled time shall be made in accordance with the MOU or any amendments thereto.

6. Assignment to Command Post. Assignments to and removal from the Command Post will be made at the discretion of the department head or designee. Such decisions are not subject to either the grievance or disciplinary appeal procedures in the MOU and cannot be made or interpreted as disciplinary action. Employees assigned to the Command Post may also request reassignment from the Command Post in accordance with the department's normal procedures. Reassignment will be made as quickly as possible following receipt of the request from the employee.
7. Employees shall be given an opportunity to express their interest in an assignment to the Command Post and the department will maintain a list of interested employees and attempt to staff the Command Post from the list of interested employees. If an insufficient number of employees signify interest in the Command Post, or if the employees on the list do not meet the staffing requirements of the department, the department reserves the right to assign employees to the Command Post to ensure full and appropriate staffing levels.
8. The County reserves the right to amend or revise the rules described herein with respect to the Command Post to create a more effective Command Post model and/or discontinue the Command Post program, subject to any meet and confer obligations with SEIU regarding the effects of such decisions. Notice for changes to the shift patterns of the Command Post will be provided prior to the implementation of any change according to the work schedule requirements of this MOU.

## 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.

Time off due to low census staffing at RUHS-Medical Center shall not be counted towards the calculation of FLSA overtime in the established work week.

### Exceptions:

1. Fire Communications Supervisor, Sheriff's Communications Supervisor and Sheriff's Records/Warrants Supervisor Classifications. If employees are required to work an extra shift or shifts beyond their regular shift pattern, they shall be paid at one and one-half (1½) times their base rate of pay. This provision applies only to extra shift(s) or shift extension(s) that are identified on the schedule or given as mandatory work assignments and does not apply to other voluntary work assignments taken by the employee during the workweek.

2. Transportation Department Classifications. Any employee in the Transportation Department who is required to work extra shifts and/or hours beyond their regular shift pattern shall be paid at one and one half (1½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA.
  
3. Building and Safety Department Classification. Effective December 19, 2019, employees in the following classifications in the Building and Safety Department who are asked and/or required by the Department Head or their designee to work extra shifts and/or hours beyond their regular shift pattern, shall be paid at one and one half (1 ½) their base rate of pay for such time worked, whether or not such work would qualify as overtime pursuant to the provisions of the FLSA (i.e. the employee would be eligible to be paid at one and one half (1 ½) times their base rate of pay even if the employee used sick, vacation, or holiday leave accruals in the pay period):

Supervising Land Use Technician  
 Supervising Building Inspector  
 Principal Building Inspector  
 Plans Examiner II, III, IV, and V

- B. Double Time. Employees in the following classifications shall be eligible to receive overtime credit at two (2) times the base rate of pay for actual hours worked subject to the qualifying factors set out below.

Classification:	Qualifying Factors
<ul style="list-style-type: none"> <li>• Working at RUHS-Medical Center, RUHS-Public Health, RUHS-Care Clinics or Correctional Health Services:</li> <li>• Physician Assistant-Adult Detention</li> <li>• Licensed Vocational Nurse I, II and III</li> <li>• Licensed Psychiatric Technician</li> <li>• Surgical Technician</li> <li>• Assistant Nurse Manager</li> <li>• Institutional Nurse*</li> <li>• Nursing Education Instructor</li> <li>• Nurse Practitioner I, II and III</li> <li>• Pre-Hospital Liaison Nurse</li> <li>• Registered Nurse I, II, III, IV or V</li> <li>• Senior Institutional Nurse</li> <li>• Supervising Institutional Nurse</li> <li>• Respiratory Technician I and II</li> <li>• Respiratory Care Practitioner I and II</li> <li>• Supervising Respiratory Care Practitioner</li> </ul>	<ul style="list-style-type: none"> <li>• all hours worked after twelve (12) hours of continuous duty, and/or</li> <li>• all hours worked on an extra weekend shift</li> </ul>



For the purposes of this provision only, a "weekend shift" shall be defined as one (1) shift starting on or after 7:00 a.m. Saturday and ending on or before 7:30 a.m. Monday. Employees are required to work a minimum of two (2) weekend shifts per pay period. Employees who work a majority of hours during a "weekend shift" shall be considered to satisfy one (1) mandatory weekend shift requirement. For the purposes of this Section, a "majority of hours" shall mean at least half or more of the shift was worked during a "weekend shift." An "extra weekend shift" is any weekend shift worked after the completion of two (2) mandatory weekend shifts in the same pay period. The two (2) mandatory shifts may be consecutive or non-consecutive. An "extra weekend shift" starts on or after 3:00 p.m. Friday and ends on or before 7:30 a.m. Monday. To qualify for double time on an "extra weekend shift," employees must have actually worked their regular schedule for the entire pay period. Employees who were voluntarily or involuntarily released from duty due to low census staffing shall be deemed to have worked those hours for the purpose of qualifying for double time on an "extra weekend shift."

All classifications listed above as eligible for double time on an extra weekend shift are required - unless specifically excluded by the department head or designee - to work two (2) non-premium weekend shifts during the bi-weekly pay period. An extra weekend shift for any employee exempted, in whole or in part, from the mandatory weekend requirement by the department head or designee is a weekend shift in addition to his/her normal schedule as established by the department head or designee, provided that the employee actually worked his/her normal schedule that pay period.

- C. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or 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.

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

- D. 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 initial record, any secondary records, such as a summary of the work week or of the pay period, or other compilation from the initial record, and the departmental copy of the attendance report for each pay period together with any subsequent correcting reports, shall be preserved and retained in a condition to be audited for the three (3) most recent full fiscal years, and thereafter until any official inquiry concerning the same has been finally concluded.

- E. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The County Auditor-Controller's Office shall maintain the record of overtime credit at one and one-half (1½) times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.
- F. Compensation for Overtime Work. Accumulated overtime credit in excess of one hundred twenty (120) hours at the end of any pay period shall automatically be paid. Accumulated overtime credit up to one hundred twenty (120) 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 may be taken in compensatory time off, subject to management approval. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid at the employee's base rate of pay at the time of the termination.
- G. Limitation on Compensatory Time Worked. An employee may not accrue compensatory time off for overtime worked when the County receives reimbursement, like a grant or contract where the County must show payment made for time worked to receive reimbursement. The foregoing is not intended to apply to regular overtime worked for contract cities.
- H. Fringe Benefits not Affected by Overtime. Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or merit increase.
- I. Declared Disaster. In the event and during the period of an officially declared disaster affecting any portion of the County of Riverside, and notwithstanding any other provision of this MOU, the following provisions shall apply:
1. Any Officer, in order to perform the work of the department, district, or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates that appear to be prevailing for the type of work to be performed at the time of their employment.
  2. For the same purpose, any Officer may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.
  3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this MOU who fails to so report shall be deemed absent without authority and shall not be paid during such absence.

4. The Board of Supervisors may authorize payment on a paid overtime basis at the rate of one and one-half (1 ½) times the base rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

### Section 3. Premium Pay

All premium pay provided under this Section shall be compensated only for time actually worked in the assigned premium capacity unless expressly provided. Premium pay shall not apply to any leave time unless expressly provided. Employees must be in a paid status to receive premium pay.

- A. Standby Duty - General. Except as set out below, when placed by the department head or a designee specifically on standby duty, an employee shall be paid one (1) hour at the base rate of pay for eight (8) hours of such duty in addition to the regular salary. The 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 established 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.
  - a. Department of Public Social Services. Any Social Services Practitioner, Social Services Supervisor or Social Services Assistant employed by the Department of Public Social Services who is placed by the department head or designee specifically on standby duty, while otherwise off duty, shall be paid one (1) hour at the base rate of pay for four (4) hours of such duty beyond the regular work period

in addition to the regular salary. Notwithstanding the exception for the standby duty rate under this provision, all other provisions for general standby duty above shall apply.

- b. Enhanced Standby Rate. Any Social Services Practitioner (assigned to Children’s Services) and Social Services Supervisor assigned to Children’s Services in the Blythe, California office of the Department of Public Social Services who performs standby duty in the circumstances outlined below shall be paid in accordance with the following schedule for all hours that they are on standby duty. Upon being physically called out to a worksite, this hourly rate will cease and they will be paid in accordance with the MOU. The hourly rate will resume at the completion of their call-out work. All standby duty compensation shall cease when the employee ends their mandatory standby shift.

Social Services Practitioner III, IV and V	\$8.40 per hour
Social Services Supervisor I	\$8.80 per hour
Social Services Supervisor II	\$9.55 per hour

The enhanced standby rate is payable only to those employees who are placed by the department in mandatory standby status as part of a regular rotation of such mandatory standby assignments in the Blythe office and shall end when the employee reports to work. It is not payable for *ad hoc* standby assignments or for voluntary standby assignments. In those cases, the usual standby rate of one (1) hour at the base rate of pay for every four (4) hours of standby duty will continue to apply as provided in Section 3(A)(1) of this Article.

**B. Minimum Overtime Credit for Call-Back**

Call-back work is work required of an employee who leaves the worksite and is directed to report back to duty to perform necessary work. To qualify for this call-back provision, an employee must have departed from the worksite. It is understood by the parties that a change in work schedule in which the employee had at least twenty-four (24) hours advance notice shall not constitute call-back work.

- 1. Call-Back – Physically Reporting to a Worksite. Except as set out below, an employee who is physically called back to work, and not part of a regular work shift, whether or not he/she is in a standby duty status, shall receive a minimum credit for one (1) hour’s work at time and one-half (1½) the employee’s base rate of pay. All physical call-back work shall be compensated at time and one-half (1½) the base rate of pay. If an employee should complete the work required, and subsequently be recalled, either physically or remotely, during the minimum credit period, the employee shall

not be entitled to additional compensation until the minimum credit period has expired.

Exceptions:

<ul style="list-style-type: none"> <li>• Licensed Vocational Nurse</li> <li>• Licensed Psychiatric Technician</li> <li>• Physician Assistant I and II</li> <li>• Registered Nurse I, II, and III working at any RUHS-Medical Center campus</li> <li>• Radiologic Specialist I and II</li> <li>• Radiologic Technologist I and II</li> <li>• Respiratory Care Practitioner I and II</li> <li>• Respiratory Technician I and II</li> <li>• Supervising Respiratory Care Practitioner</li> <li>• Social Services Practitioner I, II and III</li> <li>• Social Services Supervisor</li> <li>• Surgical Technician</li> </ul>	<p>minimum credit for three (3) hours' work</p>
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2. Remote Call-Back. An employee who is called to perform work but is able to complete the work required without the employee having to physically report to a worksite, whether or not he/she is on standby duty status, shall receive minimum credit for one (1) hour's work at the rate of one and one-half (1½) the base 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 credit period has exhausted.

B. Sheriff's Department – Court Call-Back. Notwithstanding any other provisions of this MOU, any SEIU represented employees assigned to the Sheriff's Department who is required to attend court in relation to a matter arising from their employment relationship with the County at a time when they are otherwise off duty, shall receive a minimum of one (1) hour compensation at time-and-one-half (1½) the base rate of pay. A shift shall not be extended for the purpose of avoiding the payment of the one (1) hour of compensation provided herein.

Compensation shall cease when the employee's regular work shift begins. Any court attendance during the regular scheduled shift shall not be eligible for premium pay under this provision.

C. Shift Differentials

1. Applicability of Shift Differentials. Shift differentials do not apply to leave time vacation, sick leave, holiday pay, or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Employees who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.

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

All Physician classifications

2. Evening Shift - General. Employees who work between the hours of 3:00 p.m. and 11:00 p.m. shall be paid an evening differential of sixty cents (\$0.60) per hour for the time actually worked between 3:00 p.m. and 11:00 p.m., with the exception that a higher shift differential rate shall be paid for the classes, and in the amount, listed below.

Exceptions:	Rate:
(a) employees in the classifications of: <ul style="list-style-type: none"> <li>• Assistant Chief of Respiratory Therapy</li> <li>• Cardiac Sonographer</li> <li>• Electroencephalographic Technician</li> <li>• Electroencephalographic Technician Registered</li> <li>• Interim Permit Psychiatric Technician</li> <li>• Interim Permit Vocational Nurse</li> <li>• Occupational Therapist I and II</li> <li>• Physical Therapist I and II</li> <li>• Radiologic Specialist I and II</li> <li>• Radiologic Technologist I and II</li> <li>• Radiologic Technologist Supervisor</li> <li>• Respiratory Care Practitioner I and II</li> <li>• Respiratory Technician I and II</li> <li>• Senior Radiologic Technologist</li> <li>• Supervising Respiratory Care Practitioner</li> </ul>	\$1.00 per hour  ♦ For employees in these classifications the evening premium starts at 5:00 p.m.
(b) employees in the classifications set out below working for RUHS (excluding Behavioral Health and Public Health): <ul style="list-style-type: none"> <li>• Licensed Vocational Nurse I, II and III</li> <li>• Licensed Psychiatric Technician</li> <li>• Surgical Technicians</li> </ul>	\$1.10 per hour ♦ Evening premium starts at 5:00 p.m. for LVN's working in RUHS - outpatient clinics (excluding Behavioral Health and Public Health).
<ul style="list-style-type: none"> <li>• (c) employees in the classifications set out below working for RUHS (excluding Behavioral Health and Public Health) Nursing Education Instructor</li> <li>• Physician Assistant-Adult Detention</li> </ul>	\$1.60 per hour
(d) employees in the classifications set out below working in any RUHS outpatient clinic (non Community Health Clinic):	\$1.60 per hour NOTE: Evening premium starts at 5:00

<ul style="list-style-type: none"> <li>Registered Nurse I, II, III, IV and V</li> </ul>	p.m. for employees in these classifications working at an <u>RUHS</u> outpatient clinic (excluding Behavioral Health and Public Health).
(e) employees in the classifications of: <ul style="list-style-type: none"> <li>Clinical Lab Scientist I, II and Q.C.</li> <li>Senior Clinical Lab Scientist</li> <li>Clinical Pharmacist</li> <li>Pharmacist</li> <li>Senior Clinical Pharmacist</li> <li>Senior Pharmacist</li> </ul>	\$1.70 per hour
(f) employees in the classifications set out below working for RUHS (excluding Behavioral Health, Public Health, ITF, ETS, and outpatient clinics) <ul style="list-style-type: none"> <li>Assistant Nurse Manager</li> <li>Clinical Therapist II - Detention</li> <li>Health System Nurse Case Manager</li> <li>Institutional Nurse</li> <li>Interim Permit Nurse</li> <li>Nurse Practitioner I, II and III</li> <li>Pre Hospital Liaison Nurse</li> <li>Registered Nurse I, II, III,</li> <li>Senior Institutional Nurse</li> <li>Supervising Institutional Nurse</li> </ul>	\$2.00 per hour
(g) employees in the classifications set out below working at the RUHS ITF and ETS: <ul style="list-style-type: none"> <li>Assistant Nurse Manager</li> <li>Interim Permit Nurse</li> <li>Registered Nurse I, II, III, IV and V</li> </ul>	\$4.00 per hour
(h) employees in classifications working for the Regional Park & Open-Space District	\$1.05 per hour
(i) employees in the classification(s) set out below working at an Adult Detention Facility: <ul style="list-style-type: none"> <li>Clinical Therapist II - Detention</li> </ul>	\$2.00 per hour

3. Night Shift – General. Employees who work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of one dollar twenty cents (\$1.20) per hour for the time actually worked between 11:00

p.m. and 7:00 a.m., with the exception that a higher shift differential rate shall be paid for the classes, and in the amount, listed below. An employee in a Registered Nursing classification who works a night shift shall receive the night differential until 7:30 a.m. for the time actually worked until 7:30 a.m.

Exceptions:

<p>(a) employees in the classifications set out below:</p> <ul style="list-style-type: none"> <li>• Cardiac Sonographer</li> <li>• Interim Permit Psychiatric Technician</li> <li>• Interim Permit Vocational Nurse</li> <li>• Licensed Vocational Nurse I and II</li> <li>• Licensed Psychiatric Technician</li> <li>• Surgical Technicians</li> <li>• Assistant Chief of Respiratory Therapy</li> <li>• Supervising Respiratory Care Practitioner</li> <li>• Respiratory Care Practitioner I and II</li> <li>• Respiratory Technician I and II</li> <li>• Electroencephalographic Technician</li> <li>• Electroencephalographic Technician Registered</li> <li>• Radiologic Specialist I and II</li> <li>• Radiologic Technologist I and II</li> <li>• Radiologic Technologist Supervisor</li> <li>• Senior Radiologic Technologist</li> <li>•</li> </ul>	<p>\$1.55 per hour</p>
<p>(b) employees in the classifications set out below working for RUHS (excluding Behavioral Health and Public Health)</p> <ul style="list-style-type: none"> <li>• Licensed Vocational Nurse III</li> <li>• Nursing Education Instructor</li> <li>• Nurse Practitioner I, II and III</li> <li>• Physician Assistant-Adult Detention</li> </ul>	<p>\$2.45 per hour</p>
<p>(c) employees in the classifications set out below working in any RUHS outpatient clinic (non Community Health Clinic):</p> <ul style="list-style-type: none"> <li>• Registered Nurse I, II, III, IV and V</li> </ul>	<p>\$2.45 per hour</p>
<p>(d) Employees in the classifications set out below:</p> <ul style="list-style-type: none"> <li>• Pharmacist</li> <li>• Senior Pharmacist</li> <li>• Clinical Pharmacist</li> <li>• Senior Clinical Pharmacist</li> </ul>	<p>\$2.75 per hour</p>



<p>(e) employees in the classifications set out below working for RUHS (excluding Behavioral Health and Public Health)</p> <ul style="list-style-type: none"> <li>• Nurse Practitioner I, II and III</li> </ul>	<p>\$3.00 per hour</p>
<p>(f) employees in the classifications set out below working at any RUHS-(excluding Behavioral Health and Public Health):</p> <ul style="list-style-type: none"> <li>• Assistant Nurse Manager</li> <li>• Clinical Therapist II – Detention</li> <li>• Clinical Lab Scientists</li> <li>• Senior Clinical Lab Scientists</li> <li>• Interim Permit Nurse</li> <li>• Registered Nurse I, II, III</li> <li>• Institutional Nurse</li> <li>• Health Systems Nurse Case Manager</li> <li>• Pre Hospital Liaison Nurse</li> <li>• Senior Institutional Nurse</li> <li>• Supervising Institutional Nurse</li> </ul>	<p>\$5.00 per hour</p>
<p>(g) employees in classifications working for the Regional Park &amp; Open-Space District</p>	<p>\$1.85 per hour</p>
<p>(h) employees in the classification(s) set out below working at an Adult Detention Facility:</p> <ul style="list-style-type: none"> <li>• Clinical Therapist II - Detention</li> </ul>	<p>\$5.00 per hour</p>

4. Command Post Shift Differentials. All employees assigned to the Command Post, who otherwise qualify, shall be paid one dollar and twenty cents (\$1.20) per hour for all hours actually worked between 3:00 p.m. and 11:00 p.m.

Employees assigned to the Command Post, who otherwise qualify, shall be paid one dollar and fifty cents (\$1.50) per hour for all hours actually worked between 11:00 p.m. to 10:00 a.m.

All employees assigned to the Command Post during regular day shift hours, who otherwise qualify, shall receive one dollar (\$1.00) per hour for all hours actually worked between 10:00 a.m. and 3:00 p.m.

Employees assigned to the Command Post who work during the hours set forth in this subsection shall be excluded from receiving any other evening and/or night shift differentials provided in this Section.

- D. RUHS – MC & CHC Specialty and Critical Care Assignments. All clinical personnel permanently assigned to a specialty care or critical care unit as a primary unit

must meet the unit certification requirements for the specialty care or critical care area within twelve (12) months after assignment to a specialty or critical care unit and maintain the specialty or critical care certification during the course of the assignment, unless otherwise indicated.

1. Critical & Specialty Care Requirements. To be eligible for a specialty care or critical care differential for assignments in the following units, the employee must have completed the course(s) required to work in the unit and remain current in required certifications while assigned to the unit: Intensive Care Unit/Adult Critical Care Unit (“ICU/ACCU”), Post-Anesthesia Recovery Unit (“PACU”), Pediatrics Intensive Care Unit (“PICU”), Emergency Room (“ED”), Operating Room (“OR”), Trauma Services, Peripheral Intravenous Central Catheter (“PICC Team”), Neonatal Intensive Care Nursery (“NICU”), Labor and Delivery (“L&D”), Intermediate Care Units (“Unit 2500”), Chemotherapy, Special Procedure Nurses, Sexual Assault Forensic Examiners (“SAFE”), Behavioral Emergency Response Team (BERT), Code Team, Cath Lab, Wound Team, Diabetes Management Team, Throughput Nurse Team, GI Lab, Same-Day Surgery, PCU Overflow (“Unit 3100”), Obstetrics (“OB”), Detention Care Unit (“DCU”), Minimally-Invasive Diagnostic Registered Nurse, Correctional Health Unit, and Psychiatry. Course requirements for each of these units are set forth in Appendix A of this MOU. Course requirements and required certifications for any specialty or critical care area 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 an opportunity to bargain over negotiable subjects before the change goes into effect.
  
2. RUHS – Medical Center Licensed Vocational Nursing Critical/Specialty Care. Any LVN I, II, or III in the following specialties meeting the critical care or specialty care requirements and working in the designated units as the employee’s primary unit 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 (Unit 2500)
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.

3. 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 as the employee's primary unit 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
- Supervising 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.

4. Respiratory Critical/Specialty Care.

- a. Any employee in the following classifications meeting the critical care or specialty care 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
- Supervising Respiratory Care Practitioner
- Assistant Chief of Respiratory Therapy

- b. 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.

E. Registered Nursing Specialty Care & Critical Care Differentials.

1. 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
- Assistant Nurse Manager – MC/CHC
- Nursing Education Instructor
- Nurse Practitioner
- Clinical Nurse Specialist
- Pre-Hospital Liaison Nurse

A part-time RN I – III, Assistant Nurse Manager, or Pre-Hospital Liaison Nurse (Emergency Department), working in the designated specialty or critical care units shall be paid for time actually worked in the designated units.

2. Registered Nursing Specialty Care Differential. Effective March 26, 2020, 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. While permanently assigned to the Specialty Care unit, the Specialty Care differential will be applied when using the employee's accrued sick and/or vacation leave balances. Nursing Education Instructors who, as part of their regularly assigned duties, are required to teach Specialty Care classes to nurses assigned to the RUHS, will receive the Specialty Care differential for all hours worked. Employees receiving a Specialty Care differential for work performed in a specialty care unit shall not receive a Difficult-to-Recruit differential for assignment or work performed in the same specialty care area.

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)

3. Registered Nursing Critical Care Differential - Effective March 26, 2020, 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. While permanently assigned to the Critical Care unit, the Critical Care differential will be applied when using the employee's accrued sick and/or vacation leave balances. 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. Nursing Education Instructors, who as part of their regularly assigned duties, are required to teach Critical Care classes to nurses assigned to the RUHS, will receive the Critical Care differential for all hours worked. Employees receiving a Critical Care differential for work performed in a critical care unit shall not receive a Difficult-to-Recruit differential for assignment or work performed in the same critical care area.

RN Critical Care Units (excluding Emergency Department)
Trauma Cath Lab PACU Adult ICU Pediatric ICU Labor & Delivery NICU SAFE Team BERT Team Code Team Throughput Nurse Team Wound Team

4. Emergency Department Critical Care Differential. Effective March 26, 2020, registered nursing employees permanently assigned to the Emergency Department Critical Care Unit shall be paid an ED Critical Care differential of \$4.00 per hour for all hours worked. For all new graduate Registered Nurses and those who are new to the Emergency Department as a critical care area, the ED Critical Care Differential will be applied following completion of required training necessary for the Emergency Department critical care unit and once the employee is authorized by RUHS to work independently in the Emergency Department.
- a. After three (3) full cumulative years of permanent assignment in the RUHS-MC Emergency Department Unit, or three (3) full cumulative years of permanent assignment in any hospital-based Emergency Department in the United States, the employee's ED Critical Care differential shall be a total of \$5.50 per hour for all hours worked.
  - b. After six (6) full cumulative years of permanent assignment in the RUHS-MC Emergency Department Unit, or six (6) full cumulative years of permanent assignment in any hospital-based Emergency Department in the United States, the employee's ED Critical Care differential shall be a total of \$7.00 per hour for all hours worked. In order to be eligible for the increased ED Critical Care differential, all six (6) full years of permanent assignment in a qualifying Emergency Department must be performed within the immediately preceding nine (9) years.
  - c. Nursing Education Instructors, who as part of their regularly assigned duties, are required to teach Emergency Department Critical Care classes to nurses assigned to the RUHS, will receive the ED Critical Care differential for all hours worked in the Emergency Department.

Employees receiving an Emergency Department Critical Care differential for work performed in the Emergency Department shall not receive a Difficult-to-Recruit differential for assignment or work performed in Emergency Department.

While permanently assigned to the Emergency Department, the ED Critical Care differential will be applied when using the employee's accrued sick and/or vacation leave balances. For purposes of the Emergency Department Critical Care Differential, approved leaves of absence (paid or unpaid) while employed in a permanent assignment to a qualifying Emergency Department shall not be considered as a break in service for purposes of calculating cumulative years of permanent assignment.

5. Advanced Care Nurse.

a. Effective March 26, 2020, employees in the Registered Nurse III classification assigned to the RUHS Medical Center or CHC who are appointed by the Professional Development Council to work as an Advanced Care Nurse I or an Advanced Care Nurse II shall receive the following Advanced Care Nurse differential for all hours worked as an Advanced Care Nurse:

1. Advanced Care Nurse I - \$3.00 per hour
2. Advanced Care Nurse II - \$5.50 per hour

b. While assigned as an Advanced Care Nurse, the Advanced Care Nurse differential will be applied when using the employee's accrued sick and/or vacation leave balances.

c. Minimum qualifications for Advanced Care Nurse I:

1. Bachelor's in Nursing or health related field or National Certification (recognized by AACN) AND six (6) years of full time experience as an RN; OR Master's in Nursing and four (4) years of full time experience as an RN

Plus:

2. Two years minimum in area of specialty
3. Meets/exceeds on prior evaluation
4. No active Medical Certification Directive on file
5. Not on a Performance Improvement Plan

Plus, minimum of one of below:

6. Qualified and approved major project by unit or department director
7. Active participation in a committee and one of the following: superuser, preceptor, performance improvement project, health fair, inservices classes taught, complete ACN acknowledgement form

d. Minimum qualifications for Advanced Care Nurse II:

1. Minimum qualifications: Bachelor's Degree in Nursing or health related field and National Certification (recognized by AACN) AND nine (9) years of full time experience as RN; OR Master's in Nursing and seven (7) years of full time experience as an RN.

Plus:

2. Two years minimum in area of specialty
3. Meets/exceeds on prior evaluation
4. No active Medical Certification Directive on file
5. Not on a Performance Improvement Plan

Plus, minimum of one of below:

6. Qualified and approved major project
7. Active participation in a committee and 2 of the following: superuser, preceptor, performance improvement project, health fair, inservices classes taught, complete ACN acknowledgement form

6. NICU Transport Differential. Effective March 26, 2020, 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
- Assistant Nurse Manager – MC/CHC
- Clinical Nurse Specialist

Employees receiving a NICU Transport Differential shall not receive a Difficult to Recruit differential for assignment as the on-duty NICU Transport Nurse.

7. Specialized Team Differential. – Effective March 26, 2020, 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
- Assistant Nurse Manager – 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);
- ED Assigned Registered Nurse Point of Care Testing Lab Supervisor
- BERT Team
- Code Team



Employees receiving a specialized team differential shall not receive a Difficult-to-Recruit differential for work performed in the same specialized team assignment.

8. 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:

- Assistant Nurse Manager – MC/CHC
- Nurse Practitioner I, II, and III – MC/CHC
- Registered Nurse I, II, and III – MC/CHC
- Pre-Hospital Liaison Nurse – MC/CHC

a. MICN Eligibility Requirements

The following minimum pre-requisites will be considered towards a recommendation for assignment to the Mobile Intensive Care area. MICN eligibility requirements shall apply to the Registered Nurse Unit after the effective date of the MOU. These requirements shall not apply to incumbents who have obtained an MICN certificate prior to the effective date of the MOU.

Minimum Pre-Requisites

1. Current California RN license
  2. Current ACLS Certification
  3. Current PALS or ENPC Certification
  4. A minimum of 800 hours of emergency department nursing
  5. Verification of successful completion of dysrhythmia class
  6. Demonstrates good critical thinking skills
  7. Demonstrates good verbal skills
  8. Maintains at minimum a satisfactory performance evaluation
  9. No attendance issues (e.g., placement on medical certification)
  10. No disciplinary action
  11. PHTLS (highly preferred)
  12. TNCC or ATCN (either one highly preferred but not required)
- b. 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.

c. MICN Interview

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

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

F. Charge Assignments

1. 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.
  - a. Any Registered Nurse I, II, or III working for the RUHS-Medical Center (hospital, ITF 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 two dollars (\$2.00) per hour higher.
  - b. Any Registered Nurse I, II, or III 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.
  - c. 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.

- d. 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.

2. 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 Chief or Assistant Chief of Respiratory Therapy shall be compensated at one dollar and fifty cents (\$1.50) per hour higher for actual time assigned.

G. Float Pool Differentials.

1. Float Pool. Any Registered Nurse I, II, or III working for the RUHS-Medical Center who is regularly assigned to Float Pool, shall be compensated at a rate of fifty cents (\$0.50) per hour for hours actually worked as a float employee. Critical Care pay shall not be affected by the payment of a float pool differential.

Effective March 26, 2020, any Registered Nurse I, II, or III working for the RUHS-Medical Center shall be paid a total floating differential of one dollar, fifty cents (\$1.50) per hour when floating to a unit of higher level of care for which the employee is competent and qualified to perform. RUHS- Medical Center management shall determine if the employee's float to another unit is considered a higher level of care.

Registered nurses are ineligible for the above float differential for hours worked while assigned to the 3100 Unit or 3100 Float Pool and caring for PCU level of care patients.

2. 3100/Float Pool Advanced Assignment. Effective March 26, 2020, employees in the classifications listed below who are assigned to the 3100 Unit or 3100 Float Pool, who are required to care for PCU level of care patients and have successfully completed an approved, extensive course and orientation to provide independent care to high acuity PCU level of care patients, shall be paid an advanced assignment differential of \$4.00 per

hour for all hours worked when providing care to PCU level patients on 3100 or PCU units. These Registered Nurses are ineligible to receive additional Float Pay while on assignment for PCU patients and receiving the 3100/Float Pool Advanced Assignment differential.

- Registered Nurse I – MC/CHC
- Registered Nurse II – MC/CHC
- Registered Nurse III – MC/CHC
- Assistant Nurse Manager – MC/CHC.

Employees receiving a 3100/Float pool advanced assignment differential shall not receive a Difficult-to-Recruit differential for the same assignment.

#### H. Forensic Behavioral Health

Effective January 30, 2020, 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:

Behavioral Health Services Supervisor and Supervisor LP  
Senior Clinical Psychologist  
Clinical Psychologist  
Registered Nurse I, II, III  
Clinical Therapist I and II  
Senior Clinical Therapist  
Behavioral Health Specialist II and III  
Recreational Therapist

Employees receiving the adult/juvenile detention facility differential shall not receive a Difficult-to-Recruit differential for permanent assignment to a juvenile or adult detention facility.

#### I. Correctional Facility Assignment Differential.

1. Adult Correctional Facility Differential. Employees in the following classifications who are assigned to an adult correctional facility shall receive additional compensation for actual hours worked at the adult correctional facility.

Classification	Robert Presley/ Southwest	Banning	Blythe/ Indio
Supervising Institutional Nurse Senior Institutional Nurse Institutional Nurse Licensed Vocational Nurse III Nurse Practitioner I, II, III Physician Assistant Physician II, III, IV Radiologic Technologist I and II Sr. Radiologic Technologist Supervising Radiologic Technologist	\$1/hour	\$2/hour	\$4/hour

2. Adult Correctional Facility Float Differential. Employees in the following classifications who are temporarily assigned to an adult detention facility which is not their regular assigned location to ensure minimum staffing levels shall receive an additional one dollar (\$1.00) per hour for actual hours worked.

Supervising Institutional Nurse  
Senior Institutional Nurse  
Institutional Nurse  
Licensed Vocational Nurse III  
Nurse Practitioner I, II, III  
Physician Assistant-Adult Detention  
Physician (II, III, IV)-Detention Health Services

- J. Preceptor. Any regular full-time employee in the designated classifications assigned to perform the duties and responsibilities of a preceptor shall be compensated during such assignment at the designated rate 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 paid only 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.

<p>(a) working for RUHS – Medical Center or Correctional Health Services:</p> <ul style="list-style-type: none"> <li>• Registered Nurse II and III*</li> </ul>	<p>\$5.00 per hour</p>
<p>(b) working at RUHS Operating Room:</p> <ul style="list-style-type: none"> <li>• Licensed Vocational Nurse II and III*</li> <li>• Surgical Technician</li> </ul>	<p>\$1.00 per hour</p>
<p>(c) working at RUHS – Medical Center and Correctional Health Services):</p> <ul style="list-style-type: none"> <li>• Radiologic Specialist II</li> <li>• Radiologic Technician II</li> <li>• Respiratory Care Practitioner I and II</li> <li>• Senior Radiologic Technician</li> <li>• Institutional Nurse</li> <li>• Sr. Institutional Nurse</li> <li>• Pharmacist</li> <li>• Sr. Pharmacist</li> <li>• Occupational Therapist I and II</li> <li>• Physical Therapist I and II</li> <li>• Speech Language Pathologist</li> <li>• Clinical Lab Scientist</li> <li>• Sr. Clinical Lab Scientist</li> </ul>	<p>\$1.00 per hour</p>

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

Effective January 30, 2020, no employee shall receive preceptor pay in a manner, or for a purpose, that is inconsistent with the terms and conditions of this section. If an employee received preceptor pay at any time during the 24 months preceding the adoption of this MOU by the Board of Supervisors in a manner, or for a purpose, that did not conform with the terms of this Section, the employee shall be entitled to a one-time, lump sum buy-out of the employee’s non-conforming preceptor pay. The buy-out shall be equal to two times (2x) the total dollar amount of non-conforming preceptor pay received by the employee in the 2018-2019 fiscal year, or in the 2017-2018 fiscal year if the amount received was greater than that

in the 2018-2019 fiscal year. The lump sum buy-out shall be paid in the first full pay period after ratification of this MOU by the Board of Supervisors and subject to the applicable payroll tax withholdings.

This buy out provision is a good faith resolution of non-conforming preceptor pay compensation paid to employees prior to adoption of this MOU.

K. Extra Shift Assignment – Physician I-IV

Employees in the Physician I-IV classification series who are authorized to work an extra shift assignment outside of the regular scheduled workday, shall be entitled to receive the employee's base hourly rate for each hour actually worked during the extra shift.

Hours worked outside of the regularly assigned shift must meet specific criteria in order to qualify as an extra shift assignment. An extra shift assignment is defined as additional preset clinic hours added to the clinic calendar for the purpose of scheduling additional patients. During an extra shift assignment, the clinic is specifically staffed in order to fully operate the patient care clinic during that extra shift. Physicians must work the entire extra shift in order to qualify for the premium pay under this subsection.

A physician must be assigned to the extra shift in order to qualify for premium pay under this subsection.

L. Overnight Shift Premium – Physician I-IV

Employees in the Physician I-IV classification series who are assigned to work an in-house overnight shift, and actually works at least half of that overnight shift (i.e., at least six (6) hours), shall be entitled to a premium of three hundred dollars (\$300.00). For the purpose of this subsection, an overnight shift is defined as a single shift beginning on or after 9:00 p.m. and ending on or before 9:00 a.m. A physician who fails to work at least half of the assigned overnight shift may be deemed ineligible to receive the premium pay under this subsection.

M. RUHS-Medical Center Incentive – Physician I-IV

Only for the term of this MOU, in which this subsection shall automatically expire at the end of this MOU, employees in the Physician I-IV classification series may be eligible to receive up to fifty thousand dollars (\$50,000.00) annually as incentive pay for exceptional performance provided the RUHS meets revenue or budget projections and has available funds for this incentive as determined by the County Executive Officer.

The parameters of the incentive shall include, but are not limited to: assignments, productivity, quality and citizenship measures. These parameters will be developed by the RUHS and submitted to the Assistant CEO/Human Resources Director prior to each calendar year. Once the parameters are approved by the

Assistant CEO/Human Resources Director, the parameters will be provided to eligible employees. These parameters may be subject to change from time to time upon the operational requirements of the RUHS. Eligibility for the incentive may be granted quarterly (up to a maximum of twelve thousand, five hundred dollars (\$12,500.00) per quarter) based on the approved formula.

A list of eligible employees who the RUHS determined has exceeded performance will be submitted to the Assistant CEO/Human Resources Director for review and final approval of the incentive. Any incentive, if any, authorized under this subsection shall be solely within the discretion of the County. This subsection shall not be construed as a guarantee that an employee in the Physician I-IV classification series is entitled to receive any or all incentive pay up to the maximum amount.

Incentive pay shall not be considered a part of base hourly rate.

N. Bilingual Premium

1. Scope:

The scope of this policy covers all full time and part time employees who are assigned work on a regular and continuing basis that requires a second language to effectively meet the service demands of the County's customers.

2. Eligibility Factors

- a. The department head or designee shall designate positions to provide bilingual services;
- b. Incumbents must be assigned to provide bilingual services by the department head or designee; and
- c. Incumbents must successfully pass a bilingual proficiency examination administered by the County Human Resources Department. Spanish-speaking employees who were grandfathered to receive bilingual premium without possessing a certification from the County Human Resources Department will be required to successfully pass the requisite examination within one-hundred, eighty (180) calendar days from December 20, 2018 to be eligible to receive bilingual premium. Failure to obtain a certification within one-hundred, eighty (180) calendar days from December 20, 2018 shall result in immediate loss of bilingual premium.
- d. Employees who are assigned to provide non-Spanish bilingual services are required to successfully pass the requisite examination one hundred, eighty (180) days after receiving notification from the County that an examination is available. Failure to obtain a



certification one hundred, eighty (180) days following notification from the County shall result in immediate loss of bilingual premium. The County shall notify SEIU of any requisite examination requirements.

3. Skill Levels

Employees must possess an appropriate proficiency certification (if a certification is available for any specific language) from the County Human Resources Department for the skill level demonstrated.

- a. Level 1: Basic Oral Communication/Reading Examination  
Employees at this level demonstrate proficiency in reading and speaking in both English and a second language.
- b. Level 2: Written Examination  
Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language.
- c. Level 3: Complex Level Written Examination  
Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language using technical terminology.

4. Compensation

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

- a. Level 1: Fifty cents (\$0.50) per actual hour worked
- b. Level 2: Seventy-five cents (\$0.75) per actual hour worked
- c. Level 3: One dollar (\$1.00) per actual hour worked

5. Plan Implementation

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

- b. Employees certified by the County Human Resources Department shall receive bilingual pay as long as the department head or designee designates that position for bilingual assignment. The decision of the department head or designee to assign and/or remove bilingual assignment is not subject to either the grievance or disciplinary appeal procedure in the MOU.
  - c. A break in continuous service, as defined in this MOU, shall require the employee to become re-certified for the appropriate bilingual skill level upon re-hire should the department head or designee designate the position for bilingual assignment.
- O. Engineering, Survey, Architect Licensure. The incumbent of a professional engineering position or facilities project manager who is not required by the classification plan to be registered, but who is registered as a Professional Engineer by the State of California, shall be compensated at an hourly rate which is five and a half percent (5.5%) higher than that specified for such position, at the option of the employee's department head. Such an incumbent in a department primarily concerned with land surveying who is a licensed land surveyor may be likewise compensated. The incumbent of a professional architect position or facilities project manager who is not required by the classification plan to be licensed, but who is licensed to practice architecture by the State of California, shall be compensated at an hourly rate which is five and a half percent (5.5%) higher than that specified for such position, at the option of the employee's department head.
- P. Inconvenience Premium. Employees of the Transportation Department of the Transportation Land Management Agency ("TLMA") travel crew will receive an inconvenience premium of one hundred dollars (\$100.00) per pay period only during periods of temporary reassignment of the worksite as provided in this subsection. It is the parties' understanding that only employees permanently assigned to a travel crew by the Transportation Department and whose worksite is temporarily transitioned to the Blythe or Thermal Yard, in which the Blythe or Thermal Yard is at least seventy-five (75) miles from the employee's regular work location, shall be entitled to receive the inconvenience premium. In addition, any permanent travel crew employee whose regularly assigned worksite is in the Blythe or Thermal Yard, and whose worksite is temporarily transitioned to a work location that is at least seventy-five (75) miles from the employee's regular work location shall be entitled to receive the inconvenience premium as provided in this subsection.

Any employee who is temporarily assigned to a travel crew for less than a full pay period, but otherwise under the same conditions above, shall receive the inconvenience premium on a pro-rated basis of twelve dollars and fifty cents (\$12.50) per shift, but not to exceed one hundred dollars (\$100.00) per pay period only during periods of temporary reassignment of the worksite as provided in this subsection.

Eligibility for such additional pay shall be determined by the TLMA Director or designee with the concurrence of the Human Resources Director, unless the Board of Supervisors shall otherwise provide by resolution.

Q. Peace Officer Standards and Training (P.O.S.T.) Certification

1. Senior Sheriff's 911 Communications Officers or Sheriff's Communications Supervisors.

- a. Employees hired into the SEIU bargaining unit prior to January 30, 2020, into the classification of Senior Sheriff's 911 Communications Officer or Sheriff's Communications Supervisor who possess a valid Intermediate Certificate or an Advanced Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California shall be compensated at the following rates:
  1. Intermediate P.O.S.T. Certification – six percent (6%) higher than the base pay rate specified for the non-designated classification
  2. Advanced P.O.S.T. Certification – eleven percent (11%) higher than the base pay rate specified for the non-designated classification
- b. Only for employees hired into the SEIU bargaining unit prior to January 30, 2020, into the Senior Sheriff's 911 Communications Officer or Sheriff's Communications Supervisor classifications, the applicable rate for possession of the Intermediate Certificate shall be indicated in the table and Index by the letter "A" following the class title, and for the Advanced Certificate, by the letter "B", each with an appropriate code number, but in the departmental sections the basic code number and class title shall be deemed to include positions occupied by incumbents possessing either of said certificates.
- c. Employees who are hired or rehired into the SEIU bargaining unit on or after January 30, 2020, shall be hired into the non-designated classifications only (i.e., Senior Sheriff's 911 Communications Officer – Job Code 13798 or Sheriff's Communications Supervisor – Job Code 13809). Those employees hired or rehired into the non-designated classifications who possess a valid Intermediate Certificate or an Advanced Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California shall receive an hourly differential for all hours actually worked, not to exceed eighty (80) hours per pay period as follows:

1. Intermediate P.O.S.T. Certification – equal to six percent (6%) of the employee’s base rate paid as a differential
2. Advanced P.O.S.T. Certification – equal to eleven percent (11%) of the employee’s base rate paid as a differential

2. Sheriff’s Records/Warrants Supervisors

a. Employees hired prior to the first pay period following the adoption of this MOU by the Board of Supervisors into the Sheriff’s Records/Warrants Supervisor classification, who prove that they possess a valid Intermediate Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California shall be compensated at the rate set forth:

1. Intermediate P.O.S.T. Certification – six percent (6%) higher than the base pay rate specified for the non-designated classification.

b. Only for employees hired into the Sheriff’s Records/Warrants Supervisor classification prior to January 30, 2020, the applicable rate for possession of the P.O.S.T. Records/Warrants Supervisor Certificate shall be indicated in the Table and Index by the letter “A” following the class title with an appropriate code number, but in the departmental sections the basic code number and class title shall be deemed to include positions occupied by all incumbents regardless if they possess said certificate.

c. Employees hired or rehired into the Sheriff’s Records/Warrants Supervisor classification on or after January 30, 2020 shall be hired into the non-designated classification only (i.e., Sheriff’s Records/Warrants Supervisor – Job Code 13476). Employees who prove that they possess a valid Intermediate Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California shall be compensated for all hours actually worked, not exceeding eighty (80) hours per pay period as follows:

1. Intermediate P.O.S.T. Certification – six percent (6%) of base pay paid as a differential.

R. Environmental Health Specialist. Any Environmental Health Specialists assigned to an Emergency Response Team shall receive one hundred fifty dollars (\$150.00) per month per employee while assigned to the Emergency Response Team.

S. Skill Pay for Equipment Operators. Employees in the classifications of Equipment Operator II, or Senior Equipment Operator in the Waste Resources Management District shall receive the following premiums:

1. Equipment Operators operating any dozer which is a D-8 equivalent or larger, shall be paid one dollar (\$1.00) per hour for time actually worked operating the dozer; or
2. Equipment Operators operating a (trash) compactor shall be paid fifty cents (\$0.50) per hour for time actually worked operating the compactor.

T. Class "A" or "B" License – Agricultural Commissioner’s Office. The Agricultural Commissioner’s Office may designate employees who, as part of their assigned duties, may be required to drive equipment that requires the operator to possess and maintain a valid California Class "A" or "B" Driver’s License. An employee who maintains a current California Class "A" or "B" Driver’s License and is designated to operate such equipment shall receive a biweekly bonus, calculated at the rate of ten cents (\$0.10) per hour for each hour worked, not to exceed eighty (80) hours per pay period.

U. Class "A" or "B" License – Regional Park & Open-Space District. The Regional Park & Open-Space District may designate employees who, as part of their assigned duties, may be required to drive equipment that requires the operator to possess and maintain a valid California Class "A" or "B" Driver’s License. An employee who maintains a current California Class "A" or "B" Driver’s License and is designated to operate such equipment shall receive a biweekly bonus, calculated at the rate of ten cents (\$0.10) per hour for each hour worked, not to exceed eighty (80) hours per pay period.

V. Certification. The Regional Park & Open-Space District agrees to pay the differentials set out below for time actually worked by designated employees required by the County to obtain, maintain and utilize the following certifications/licenses:

<ul style="list-style-type: none"> <li>• Certified Pool Operator</li> <li>• Municipal Pool Operator</li> </ul>	Fifteen cents (\$0.15) per hour
<ul style="list-style-type: none"> <li>• Pesticide License</li> <li>• Certified Pest Control Applicator</li> <li>• Certified Playground Inspector</li> <li>• Grade I Waste Water Certificate</li> <li>• Grade I Water Distribution Certificate</li> <li>• Grade I Water Treatment Certificate</li> </ul>	Twenty five cents (\$0.25) per hour
<ul style="list-style-type: none"> <li>• Licensed Pest Control Advisor</li> </ul>	Fifty cents (\$0.50) per hour

This differential will be paid during the period of time the employee is designated by the County as operating under this certification, not to exceed eighty (80) hours per pay period.

W. Canine Duty Pay.

1. Canine Duty Pay. Employees in the District Attorney's Office who are assigned to canine duty shall be compensated at the rate of one dollar and twenty-five cents (\$1.25) per hour, plus overtime rates where applicable, for all time assigned to K-9 duty, including vacation, sick leave, holiday pay and Workers' Compensation leave, provided, however, that this differential shall not be paid during any time when the individual is no longer responsible for caring for the canine. Eligible classifications for Canine Duty Pay include:
  - a. Victim Services Advocate I (79787)
  - b. Victim Services Advocate II (79788)
2. Canine Compensation for Off-Duty work
  - a. Employees assigned to canine duty shall be paid for the off-duty care, feeding and grooming of their canine and the routine, off-duty canine-related maintenance of their canine. Employees assigned to canine duty shall be paid seven (7) hours per pay period at the canine care salary rate of \$15.00 per hour paid at time and one half. Employees assigned to Canine Duty are not permitted to work more than seven (7) hours per period on off-duty canine duties as the County is not paying for more than seven (7) hours per pay period and employees are not permitted to work off the clock.
  - b. In addition to the seven (7) hours of pay per pay period described in the preceding paragraph, canine deputies shall be paid for off-duty veterinary visits and extraordinary off-duty care, provided that, absent an emergency, the employee shall obtain supervisor approval for such care and shall provide appropriate payroll documentation.
3. An employee who does not have responsibility for the canine will not receive the canine compensation provided herein.
4. The assignment and removal from Canine Duty is at the sole discretion of the District Attorney or designee. The determination to assign and/or remove the Canine Duty shall not be subject to the disciplinary appeal procedure in the MOU and cannot be made or interpreted as disciplinary action.

ARTICLE 6  
PAY PRACTICES

Section 1. Salary Range Broadband

- A. Implementation. Effective March 12, 2020, the salary plan/grade of each classification covered by this MOU shall convert to a broadband salary range plan with no salary steps. Each salary range shall contain a minimum and maximum salary amount where an employee's placement within the range will be identified by the employee's salary amount and not by a salary step.

At the time of the conversion to a broadband salary range plan, the minimum salary of each classification's salary range will equal the base salary of Step Four of the pre-existing salary step plan. Employees who were below Step Four of their classification's salary plan/grade at the time of the conversion to the broadband salary range plan will receive an increase in pay to place the employee at the minimum salary of their classification's broadband salary range and the employee's merit anniversary date shall be reset to the effective date of the salary increase.

- B. No Harm Clause. This No-Harm Clause shall apply to all unit members in all classifications in each bargaining unit covered by this MOU on the date this MOU is adopted by the Board of Supervisors. Notwithstanding the implementation of the broad banding pay structure, no employee shall suffer a loss of compensation as exists on the day broad banding is implemented. If as a result of the conversion to the broad banding pay structure, an employee experiences an actual loss in base wages that would have otherwise not occurred had the existing model remained in place, the County and SEIU will immediately meet and confer to effectuate a remedy to address the employee's actual loss in base wages. If, after meeting and conferring, the County and the Union are unable to agree on a remedy, the matter will be automatically submitted to final and binding arbitration pursuant to the grievance arbitration procedure.

Any loss in pay due to a medical leave of absence or an unapproved absence shall not be covered under this no harm clause.

Section 2. Merit Increase

- A. The compensation of every person employed in a regular position shall be considered for a merit increase upon their anniversary date, except as herein otherwise provided.
- B. Anniversary Dates. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of one (1) year in a paid status in the position not including overtime. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

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 six (6) months in a paid status in the position not including overtime. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

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

The second anniversary date shall be the first day of the pay period following the completion of an additional one (1) year in a paid status, not including overtime and subsequent anniversary dates shall occur at like intervals. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

C. The provisions of this Section shall be subject to other specific provisions of this MOU concerning change of anniversary dates.

D. Denial of Merit Increase. The department head or designee may disallow a scheduled merit increase provided a performance evaluation is first reviewed and approved by the Human Resource Director or designee. If the increase is disallowed, the employee will be provided the reasons therefore in writing.

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 delayed or omitted, the resulting failure to increase the rate of pay may be cured by retroactively adjusting the rate of pay to the anniversary date. If the department head or designee disallows such increase, the department head or designee 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 or designee. 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 or designee, which shall be made only on the basis of continued satisfactory performance in the position.

E. Seasonal Employees. With the same procedures as in the foregoing Subsection B, on the first day of the pay period following the completion of one (1) year 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 one (1) year in a paid status, not including overtime, the 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 (1) year shall occur when the employee is in an unpaid status.



- F. Effective March 12, 2020, the compensation of every person employed in a regular position shall be considered for a four percent (4.0%) base salary increase upon their anniversary date, but not to exceed the maximum salary of the salary range for the employee's classification, except as otherwise provided by the MOU. If at the time of the employee's anniversary date, the employee's existing salary is less than 4.0% below the maximum of the salary range for the employee's classification, the employee's anniversary date merit increase shall be at an amount that places the employee at the maximum of the classification's salary range.

Section 3. New Employees

- A. Except as otherwise provided by this MOU, a new employee shall be appointed at the minimum salary of the classification's salary range. The department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any salary within the salary plan/grade if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the higher salary proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such a rate that is higher than the minimum of the range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than that rate so authorized to the same or one of said higher rates, fixing the minimum initial salary on such advanced rate. Should incumbent Registered Nurses working for RUHS (excluding Behavioral Health and Public Health) not be advanced in the scenario outlined above, the parties agree to meet and consult on the issue to determine if advancement would be equitable in all the circumstances. The anniversary date shall be the first day of the pay period which is not less than one (1) year in a paid status thereafter, not including overtime. When such an incumbent employee is already at that rate, his/her anniversary date shall not change.

B. Difficult to Recruit Positions.

- 1. Classifications or Positions Designated as DTR on or after December 20, 2018.

Notwithstanding the provisions of this MOU, employees shall be compensated at a rate up to eleven percent (11%) of their base rate of pay for hours actually worked in a pay period for those positions identified in specific classifications in a specific department designated by the Human Resources Director as "difficult to recruit" (DTR).

Eligibility for the DTR differential shall be determined by the Human Resources Director based on a specific position, classification,

geographical location, and/or department basis that a recruitment or retention issue exists and the DTR designation would assist the County in recruiting and retaining employees in the specific position, classification, geographical location, and/or department.

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

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

The DTR differential shall only apply to actual hours worked.

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

A review of all position(s)/classification(s) designated as DTR shall be conducted annually.

2. Classifications or Positions Designated DTR prior to December 20, 2018.

Notwithstanding the provisions of this MOU, there shall be up to eleven percent (11%) above the maximum salary for the salary range of those classifications or positions reserved for, and designated as, "difficult to recruit".

Increases to salary above the maximum salary of the classification or position shall not be automatic. They shall, instead, be granted based upon a determination by the Human Resources Director that a serious recruiting or retention problem exists for a classification(s), or that the increases granted to subordinate "difficult to recruit" classifications has created serious compaction problems. Such designation may be made by geographical area or restricted within a classification to specific positions in specific departments. Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented as follows:

Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees may be at any salary within the salary plan and grade for his/her classification up to and including a salary on the salary grades established pursuant to this subsection.

In the event the salary granted to a newly hired employee pursuant to this subsection exceeds that of any permanent, regular full-time or regular part-time employee who has successfully completed twenty-six (26) pay periods or more of service at the top of the salary plan and grade for that classification(s), such employee(s) may, upon recommendation of the department head, receive a salary increase to equal the same salary as that granted to the new employee.

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications in the specific classification in the specific department no longer exist, he/she shall advise the County Executive Officer of his/her findings. If the County Executive Officer concurs, he/she shall declare the provisions described above inoperative for such specific classification(s). At that time, the "difficult to recruit" (DTR) salary plan will return to a standard salary plan, as directed by the Human Resources Director. Any employee compensated at a rate above that to which he/she would otherwise have been entitled upon removal of DTR from the top of the salary grade shall be frozen and shall not be increased until the regular salary for the specific classification exceeds the rate established pursuant to the provisions described above. In the event the Human Resources Director deems it necessary to remove the DTR from the bottom of the assigned DTR salary grade, the salary of the affected employees shall be adjusted downward according to the amount in decrease of salary in order to preserve their current rate of pay.

#### Section 4. Re-Employment

- A. Upon recommendation of the department head or designee and approval of the Human Resources Director or designee, a former regular employee may be re-employed in the same classification which he/she previously occupied, at the same salary of the salary plan/grade as the salary applicable at the time of separation,

provided they were separated in good standing and passed probation in that classification.

- B. Whenever a former regular employee is or has been re-employed within twenty-four (24) consecutive months after separation he/she may, on recommendation of the department head or designee and with the approval of the Human Resources Director or designee, be allowed restoration of previously accrued sick leave, not exceeding the amount thereof which was lost (unless the employee received sick leave payout upon retirement in which case there will be no restoration of sick leave), and to earn vacation at the rate at which the employee was earning at the time of separation. The anniversary date for merit increase may be expressly fixed, subject to limitations as provided in this MOU to allow credit for all or a portion of the applicable period of service prior to said separation.
- C. Re-employment of Retired Persons. An employee who is retired under the California Public Employees' Retirement Law ("PERL") and who is receiving retirement benefits shall not be employed or re-employed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the PERL for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or re-employment for up to nine hundred sixty (960) hours in any fiscal year, without loss of benefits, as specified in the law. The law permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, or more than that paid other employees performing comparable duties.

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

#### Section 5. Promotion

On promotion, the salary shall be at a rate on the new salary plan/grade which is five and a half percent (5.5%) higher, than that paid on the salary plan/grade of the former position where the new salary plan/grade is able to accommodate the increase; if the new salary plan/grade is unable to accommodate the increase, the rate shall be to the maximum of the new salary plan/grade. The effective date of all promotions shall coincide with the first day of a pay period. The anniversary date following a promotion shall be determined as if the date of promotion were the date of employment.

Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

## Section 6. Transfer

An employee who is laterally transferred shall maintain the same salary as previously paid before the transfer. The anniversary date shall not change.

## Section 7. Demotion

- A. On demotion, the salary shall be at the rate which will result in a five and one half percent (5.5%) reduction in compensation where the new salary plan/grade is able to accommodate the decrease. If the salary plan/grade of the demoted classification is unable to accommodate the reduction, the rate shall be to the maximum of the range of the demoted classification. The anniversary date shall not change. The effective date of all demotions shall coincide with the first day of a pay period.

Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

- B. Permanent employees who, within one (1) year following a promotion, voluntarily demote to their previously held classification may return to the rate of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved department head(s) and an opening must exist. The anniversary date shall not change.

Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

## Section 8. Reclassification

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

The anniversary date following a reclassification to a class with a higher salary plan/grade shall be determined in accordance with this MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of 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 one (1) year in a paid status. Time off due to low census staffing at the RUHS-Medical Center shall not affect the calculation of the anniversary date even if the employee was absent without pay.

- C. 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.
- D. The effective date of a reclassification shall coincide with the first day of a pay period.

#### Section 9. 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 re-determined as if the temporary promotion had not occurred. Any merit increases which would have been due in their regular position shall be allowed.

Written confirmation of such assignment(s) shall be placed in the employee's personnel file via an employee transaction form

#### Section 10. 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 (1) 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.

#### Section 11. Board Policy C-26

SEIU agrees that the County may apply Board Policy C-26, Hiring/Retention Bonus, to any classification as deemed necessary by the County.

ARTICLE 7  
GENERAL PERSONNEL PROVISIONS

Section 1. Probation

- A. Initial Probationary Status. Each regular and seasonal employee shall be in an initial probationary status from the effective date of his or her 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, premium pay or unpaid leave of absence. A regular or temporary employee who has not completed the initial probationary period serves at the pleasure of the department head and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this MOU.

Prior service shall not be used to determine successful completion of a probationary period or eligibility for any other status contingent upon continuous service with the County.

- B. Length of Initial Probation. The length of the initial probationary period is twelve (12) months for all positions. Computation of the initial probationary period in a paid status does not include overtime, standby, on-call, or military leave of absence. Time off due to low census staffing at the RUHS-Medical Center shall not count against the completion of the initial probation even if the employee was absent without pay. [NOTE: Supervising Welfare Fraud Investigators must serve at least twelve (12) months initial probation after successfully completing the academy.]

- C. Extension of Probation. The employing department head with the approval of the Human Resources Director may extend the initial or promotional probationary period of an employee. Extensions of an initial or promotional probationary period must be approved by the Human Resources Director or designee in writing at least one (1) pay period before the end of the existing initial or promotional probationary period.

The initial or promotional probationary period may be extended in three (3) month increments twice (i.e., not to exceed a total probationary extension of six (6) months). If an employee changes classification by promotion, transfer or demotion during initial probation, extensions in the same increments may also be made in the class to which the employee promoted, transferred or demoted.

- D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and with approval from the department head or designee, voluntarily promotes, demotes, or transfers to another class, will serve a new one (1) year initial probationary period in a paid

status regardless of any probationary period that was served in the former classification.

- E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first twelve (12) months of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary shall be the same rate which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date shall be the effective date of the return to the previously held classification.

Employees who promote, transfer or demote to a classification that was not previously held shall serve the full probationary period for that classification. Time off due to low census staffing at the RUHS-Medical Center shall not count against the completion of the probationary period even if the employee was absent without pay.

## Section 2. 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.

If an employee is required to use his/her personal vehicle while in the course and scope of his/her employment, the employee must, prior to using said vehicle, do the following:

- A. Complete County of Riverside "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form, authorizing the employee to use his/her personal vehicle which must be approved by the Department/District Head.
- B. Insure the vehicle in minimum limits required by the State of California. In addition, employees must have their policies of insurance endorsed to reflect business use. Such insurance must be maintained at all times while employed in a position where it is required or may be required to use a personal vehicle while in the course and scope of employment. In the event of an incident or accident, the County does not assume responsibility for any physical damage to an employee's personal vehicle.
- C. Provide a copy of a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).



The use of motorcycles, mopeds, and similar types of vehicles for the conduct of County business is expressly prohibited, with the exception of the Sheriff's Department sworn personnel.

### Section 3. Merit Systems/Veterans Preference

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

### Section 4. 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 such familial relationship occur between a County officer and employee within the same chain of command or span of control. Examples of such familial relationships include, but is not limited to, spouse, domestic partner, parent (by blood/marriage), guardian or foster parent, child (by blood/marriage/domestic partnership), sibling (by blood/marriage), grandparent and grandchild.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to a position which the employee is qualified and selected to fill. Otherwise, the County shall involuntarily transfer or move to separate the employee from County employment.

### Section 5. Payroll

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

The County agrees to meet with SEIU at mutually acceptable times and places to review payroll related problems.

- A. Electronic Fund Deposit of Payroll. Employees shall be required to receive payroll funds by electronic deposit or by pay card
- B. Electronic Pay Advice. Employees shall also obtain their pay advice electronically. The electronic pay advice system will permit employees to

view/print current and previous bi-weekly pay advice/stubs. Employees that do not have access to a secure computer at their worksite to view, save, or print their pay advice shall, upon request, receive a copy from their department payroll representative.

Section 6. Driver's License. Employees who are required to possess a valid California Driver's License shall possess the appropriate license for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor, no later than the next scheduled work day, of the restrictions and/or any and all changes in the license (i.e., suspended, etc.).

If the change restricts the employee's ability to drive and driving is an integral part of his/her normal duties, he/she shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) calendar days the employee has failed to have his/her license reinstated, he/she will be deemed to have applied for and obtained an additional unpaid leave of absence of up to fifteen (15) calendar days, during which the department may take disciplinary action.

## ARTICLE 8 LEAVE PROVISIONS

### Section 1. Sick Leave

A. Accrual. Every regular employee shall accrue sick leave pay on a daily basis and computed at a rate not to exceed 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 based on regular hours worked.

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.

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

### 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. Employees will be placed on medical certification program in one year increments. Employees on a medical certification program shall have their sick leave usage reviewed at least annually. At the employee's request, sick leave usage can be reviewed at 6 months upon in the one year increment. If the review shows substantial improvement they shall be removed from the category of having to provide the certificate for each absence. An employee shall be automatically removed from the medical certification program if their sick leave usage was not reviewed within a 12-month period.

- a. Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted as a result of a serious health condition that has been qualified and designated under the applicable state and/or federal leave law(s) unless they are on a medical certification program.
  - b. An employee off work or contemplating to be off work as a result of a serious health condition that has been qualified and designated under the applicable state and/or federal leave law(s) shall provide a 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. 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.
2. An employee off work or contemplating to be off work due to illness or injury for an extended period of five (5) consecutive working days or more shall provide a 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. An employee who is assigned to a 72-hour work schedule, and was off work or contemplating to be off work due to illness or injury for a period of three (3) consecutive working days or more, shall be required to provide a comprehensive health statement to the same effect as other employees.
- 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. Sick leave may be used for the diagnosis, care or treatment of, or preventative care for, the employee. Sick leave may also be used for the diagnosis, care or treatment of, or preventative care for, an employee's family

member, as defined under applicable law, and shall be permitted up to the minimum established by the law.

E. Payout for Sick Leave. Upon service retirement, disability retirement or death of an employee, and subject to the provisions of any applicable agreement between the employing agency and the Public Employees' Retirement System, unused accumulated sick leave shall be contributed into the Voluntary Employee's Beneficiary Association ("VEBA") to be paid as listed below (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than listed in this subsection):

1. Employees with at least five (5) but less than fifteen (15) years of continuous service, at the employee's election, shall be paid at the rate of fifty percent (50%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.
2. Employees with fifteen (15) or more years of continuous service, at the employee's election, shall be paid at the rate of one hundred percent (100%) of the employee's current salary value. The total payment shall not exceed a sum equal to nine hundred sixty (960) hours of full pay.
3. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.
4. A Leave Allocation Committee shall be formed that will include representatives from the County and SEIU for the purpose of recommending lawful alternatives to replace or supplement the existing sick leave-to-VEBA plan and 2012-2016 MOU's deferred compensation plan that would lawfully allow employees to apply the amount of accrued sick leave, vacation, holiday, and compensatory time eligible for conversion to another retirement option but does not result in a "constructive receipt" problem according to IRS regulations and Treasury Rulings. If the County and SEIU agree that these alternatives can be lawfully and administratively implemented, the County and SEIU shall have a limited re-opener of the MOU for the sole purpose of negotiating the change to the existing sick leave-to-VEBA benefit plan and 2012-2016 MOU's deferred compensation plan. In no event shall there be an increase to the maximum amount of sick leave, vacation, holiday and compensatory time that may be converted at retirement.

The Leave Allocation Committee will hold its first meeting no later than ninety (90) calendar days following the approval of this MOU by the County Board of Supervisors. Reopener negotiations between the County and the Union will begin no later than six (6) months following the adoption of this MOU by the Board of Supervisors. The County will implement any alternative options agreed to by the parties no later than July 1, 2020. The parties can agree to extend this deadline by mutual agreement.

## Section 2. One-Time Special Time Bank.

- A. In the second full pay period following adoption of this MOU by the County Board of Supervisors, a Special Time Bank of forty (40) vacation hours shall be established for each existing bargaining unit member covered by this MOU. These hours may only be used by the employee prior to expiration of this MOU and while employed in a SEIU-represented classification, otherwise the hours are forfeited. This Special Time Bank shall have no cash out value.

Should an employee, due to the nature of the position or operation of the department, not be granted the ability to utilize any portion of the 40 hours in the Special Time Bank under this provision, and after providing proof of their efforts to utilize the Special Time Bank to Human Resources prior to the expiration of the term of this MOU, may be granted on a case-by-case basis an extension of six months to utilize the balance of the Special Time Bank. The County may require an employee to use the hours in this Special Time Bank during FMLA/CFRA/PDL leave after exhausting sick leave and before use of regularly accrued vacation.

Only those employed in an SEIU-represented position during the pay period in which the Special Time Banks are implemented will receive a Special Time Bank and may only use the Special Time Bank hours while in a SEIU-represented position.

- B. Effective February 10, 2022, an additional Special Time Bank of twenty (20) vacation hours shall be established for each existing bargaining unit member covered by this MOU. These hours may only be used by the employee prior to expiration of this MOU and while employed in a SEIU-represented classification, otherwise the hours are forfeited. This Special Time Bank shall have no cash out value and is subject to the same conditions as the previous 40-hour Special Time Bank above.

## Section 3. Bereavement Leave

The County agrees to allow up to five (5) working days of leave, three (3) of which will be County paid and the additional two (2) days to be deducted from the employees' sick leave. Eligible employees must be in a paid 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, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child, child of a domestic partner, grandparent, grandchild, step-relationships of the same categories, legally authorized guardian or foster parent. The County has the right to require proper documentation in support of the requested leave.

Under extenuating circumstances, and with the prior approval of the department, employees shall be permitted to take up to five (5) additional working days of leave,

provided the employee has sufficient vacation time, compensatory time off, or compensatory holiday time off to cover the absence.

#### Section 4. Fitness for Duty

A department/district head, or a designee, may when in their judgment good cause exists, order an employee off work until such time as the employee is able to present the department/district head, or a designee, a physician's certificate, stating that 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.

When the department/district head, or a designee, orders an employee off work, the employee shall be referred to a County approved physicians or health care professionals legally authorized to provide the appropriate specialized health care. If the employee is uncomfortable with the selected physician or health care professional the County will provide an alternative physician or health care professional.

The cost of the above mentioned medical services shall be paid by the County and the employee shall be placed on paid Administrative Leave for that period of time between his/her placement on leave and the County's receipt the physician's findings.

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

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

- A. Illness or disability;
- 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. Department Leave of Absence Department leave of absence up to four hundred eighty (480) hours within a twelve (12) month period may be granted to any employee by the department head. Such leave shall be reported as leave of absence via the department's/district's payroll. The department head may require the leave of absence to be for a specified period of time and appropriate conditions may be imposed in accordance with applicable leave laws, such as providing sufficient medical documentation or other evidence substantiating the leave.

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending health care provider prior to being allowed to return to work. Any release with restrictions may be allowed after it has been determined that the employee

is able to perform the essential functions of their position, either with or without reasonable accommodation as required under the Americans with Disabilities Act, the Fair Employment and Housing Act, a County designed temporary modified duty assignment, and/or the County return to work program.

2. Official leave of absence. A regular employee may request and be granted an official leave of absence exceeding four hundred eighty (480) hours of leave, 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 or designee. Application must be made on a form supplied by the County 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/district head, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

Nothing herein shall prevent the earlier return to duty by the employee, except the department head may require two (2) weeks advance notice of the employee's intention to return.

An employee on leave of absence for illness or disability reasons will be required to present a return-to-work statement from the attending health care provider prior to being allowed to return to work. Any release with restrictions may be allowed after it has been determined that an employee is able to perform the essential functions of their position, either with or without reasonable accommodation as required under the Americans with Disabilities Act, the Fair Employment and Housing Act, a County designed temporary modified duty assignment, and/or the County return to work program.

The Human Resources Director or designee shall be promptly notified of the return of any employee from an official leave of absence.

## Section 6. Jury Duty

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

## Section 7. Abandonment/Automatic Resignation

- A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from County service, providing the employee upon written department notification does not respond to



the department and/or does not provide a satisfactory explanation for the absence and for the employee's failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three (3) business days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers.

- B. An employee may, within ten (10) business days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, the employee may file a further appeal with the Human Resources Director, or designee, within ten (10) business days from service of the denial of reinstatement. Reinstatement may be granted only if the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and the neutral finds that the employee is ready, able, and willing to resume the discharge of the duties of the position.
1. Appeals shall be heard by a mutually agreed upon third party neutral (herein referred to as a neutral). The neutral's decision may be verbal or in writing. The decision of the neutral shall be binding on both parties, neither of which shall have the right of further appeal.
  2. Only the employee and one (1) representative and the department head or a designee and the Human Resources Director or designee shall take part in the presentation of any appeal.
  3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the neutral. The neutral may consult with witnesses informally and otherwise investigate the controversy.
  4. The judgment of the neutral shall be rendered within five (5) business days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
  5. The neutral's authority shall be limited to deciding the issues submitted by the parties. The neutral shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.

6. All costs for the service of the neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne by the County and SEIU. SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by SEIU at the hearing.

ARTICLE 9  
VACATION

Section 1. Vacation

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

Zero (0) through the third year in a paid status: up to eighty (80) hours per year;

Year four (4) through the ninth year in a paid status: up to one hundred twenty (120) hours per year;

Year ten (10) or more in a paid status: up to one hundred sixty (160) hours per year

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than the maximum applicable to the current vacation accrual rate, and may be taken only at a time or times agreeable to the department head or designee. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall be taken for a period exceeding the maximum accumulated hours accrued at the time vacation leave is taken.

All employees covered under the terms of this MOU may accumulate accrued vacation for not more than a maximum of four hundred eighty (480) hours.

- B. Vacation Pay upon Termination. Any employee who separates employment shall be entitled to pay for all earned vacation at the employee's base rate of pay . For the purpose of this paragraph, vacation shall be deemed earned to the date of separation.
- C. Exclusions. Seasonal employees shall not be entitled to paid vacation
- D. Additional Compensation. No person shall be permitted to work for compensation for the County during vacation, except with prior approval of the Human Resources Director and the department head. For purposes of this Section, the period of vacation will commence when the first use of vacation leave starts until the time the employee actually reports to work a regular shift.

- E. Part-Time Employees. A regular part-time employee shall accrue vacation in the same manner as a full-time employee based on actual hours worked.
- F. Prior County Service. 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 MOU 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 Human Resources Director.

ARTICLE 10  
HOLIDAYS

Section 1. Paid Holidays

A. County Holidays

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  
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

Any holiday that falls on a Saturday shall be taken on the preceding Friday in lieu of that date and any holiday that falls on a Sunday shall be taken on the following Monday in lieu of that date.

B. Qualifying Factors

1. Only regular, probationary, and seasonal employees in a current paid status shall be eligible for paid holidays.
2. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.

3. An employee who is terminating 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.
4. An employee who is in an unpaid status for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

C. Payment for the Holiday

1. Working the Holiday. Regular or seasonal full-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their base hourly rate of pay for the time actually worked. In addition, such employee shall have a choice of:
  - a. Banking holiday time - not to exceed eight (8) hours - for such holiday or;
  - b. Being paid at his/her base hourly rate of pay – not to exceed eight (8) hours pay - for the holiday.
2. Not Working the Holiday. A regular employee whose regularly scheduled day off falls on a paid holiday and who does not actually work on the holiday shall have a choice of:
  - a. Banking holiday time equal to the regularly scheduled workday - not to exceed eight (8) hours - for such holiday or;
  - b. Being paid at his/her base hourly rate of pay equal to the regularly scheduled workday – not to exceed eight (8) hours pay - for the holiday.
3. Part-Time Employees. Regular part-time employees covered under the provisions of this MOU who actually work on a paid holiday shall be paid at their base hourly rate of pay for the time actually worked. In addition, a regular part-time employee shall receive holiday pay for the holiday - or portion thereof - which coincides with their regularly scheduled working hours – not to exceed eight (8) hours pay - (e.g. a part-time employee who regularly works four (4) hours each Monday shall receive four (4) hours holiday pay for any holiday falling on a Monday.)

If the regular part-time employee does not have a regular shift schedule, he/she shall receive holiday pay in an amount equivalent to the reduction in his/her regular pay for the workweek – not to exceed eight (8) hours pay - (e.g. a part-time employee with an irregular schedule who normally works twenty (20) hours per week but who, as a result of the holiday, only works sixteen (16) hours that week shall receive four (4) hours holiday pay for that

week). If the regular hours of work for such employee are not reduced during the holiday week then no holiday pay is due.

4. Scheduling Banked Holiday Time Off. Holiday banked time off shall be scheduled in the same manner as regular Compensatory Time Off and shall be granted within a reasonable time following the request.
5. Special Provisions. Notwithstanding the above, any employee in the class of Sheriff's Communication Supervisor, Senior Sheriff's 911 Communications Officer or Senior Public Safety Communications Officer whose regularly scheduled working day falls on a paid holiday, and who actually works on that holiday, shall be entitled to not more than twelve (12) hours of compensation at the rate of one and one-half (1-½) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked. Accumulated holiday credit earned at the expiration of each prescribed pay period, upon election of the employee may be accumulated to their accumulated holiday credit or be paid to the employee by County Warrant.
6. Double Time for Holidays. Any Social Services Practitioner (assigned to Children's Services), Social Services Supervisor (assigned to Children's Services), and Social Services Assistant who is in on-call status on a holiday, as defined in the MOU between the parties, and who is called in to work on such holiday shall be paid two times (2X) his/her base hourly rate of pay for all hours worked on that holiday irrespective of whether such hours worked would be considered overtime under any other provision of the MOU.

## ARTICLE 11 REIMBURSEMENT PROGRAMS

### Section 1. Living Quarters, Meals, or Laundry Service

Rates for maintenance, including living quarters, meals, or laundry service, furnished by the County to any employee, shall be fixed by a resolution of the Board of Supervisors from time to time. Payment therefore shall be made by a deduction from compensation, or by performance of additional services, as may be determined by the Board of Supervisors. No person shall receive maintenance at any institution unless on duty at such institution.

### Section 2. Meals

No charge for meals shall be made where the same are furnished for the convenience of the County, such as for employees at County institutions who are required by the nature of their duties to take their meals in connection with such employment., and cooks and kitchen helpers when working an eight (8) hour shift for the convenience of the County

shall be furnished one (1) meal without charge in every department, district 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 under their control and to keep the Auditor properly informed as to any payroll deductions required hereunder.

### Section 4. Moving Expenses-Current Employees

Upon the written request of a department head, with the written approval of the County Executive Officer, the Board of Supervisors may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the change, shall be subject to such reasonable conditions as the Board may require, shall specify the maximum amount authorized and shall not be granted more than once in any one (1) year period for any one (1) employee, nor for any employee until he/she has been continuously employed by the County for at least one (1) year preceding the authorization. If the employee voluntarily terminates employment with the County within one (1) year of the payment of the expenses set forth herein, the employee shall, within thirty (30) days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

### Section 5. Education for Continued Licensing

#### A. Tuition and/or Registration Fees

1. Clinical staff may be granted time by the department head or designee to attend California Board of Registered Nurses, Board of Licensed Vocational Nurses, and the National Commission of Certification of Physician Assistant approved courses.
2. Time granted shall not exceed eight (8) hours in any work day nor forty (40) hours every two (2) fiscal years for Registered Nurses and Licensed Vocational Nurses.
3. Nurse Practitioners and Physician Assistants shall receive forty (40) hours every fiscal year.
4. Time granted pursuant to this subsection shall be used for travel to and from the location of the course and time actually spent in course attendance.

5. The granting or denial of education time shall be at the discretion of the department head or designee based on the operational needs of the department and reasonableness of the request. Attendance at courses offered by RUHS will be given preference over the same courses offered outside RUHS. Employees are highly encouraged to attend courses offered through RUHS.
  6. Registered Nurses in the Registered Nurses or Supervisory Unit who are currently certified by a national specialty organization shall have an additional five (5) hours granted every two (2) years for a total of forty-five (45) hours.
  7. Registered Nurses who obtain National Certification subsequent to the date of this MOU shall receive the additional five (5) hours upon verification of the certification.
  8. Employees must maintain National Certification in a specialty in order to continue to receive the additional five (5) hours of credit.
  9. A Registered Nurse who first obtains a National Certification from the ANCC in the specialty in which the employee is currently assigned shall be eligible for reimbursement of testing fees, ANCC testing materials, and ANCC preparation courses or guides, up to a total maximum of \$500. A Registered Nurse will only be reimbursed for the ANCC testing fees, materials, guides or preparation course of one ANCC National Certification in the specialty that the employee is currently assigned and only for those testing fees associated with a successful examination. Testing fees for renewal of the National Certification from the ANCC is not eligible for reimbursement.
- B. Eligible Employees. In order to be eligible for paid education time, an employee shall:
1. Have completed six (6) months of continuous service with the County in a full-time regular position or a part-time position normally working at least forty (40) hours in a pay period.
  2. Have not completed the minimum number of hours required to renew the employee's professional licenses; and
  3. Be employed in a classification that requires the employee to be licensed to practice as a Registered Nurse, Licensed Vocational Nurse, or as a Physician Assistant.

- C. Procedure. An eligible employee desiring education time must request approval from the department head or designee a reasonable time in advance of the requested date or dates. A request for education time shall be in writing and state:
1. The location, date, time, subject, and number of contact hours of the course to be attended.
  2. The number of hours needed to renew the employee's professional license; and
  3. The date the employee's current license expires.

- D. Registered Nurses. R.N.'s License renewal date shall be used to commence the time period of two (2) fiscal years for the Education for Continued License hours allowed under this MOU.

The County shall pay the cost of mandatory critical care courses offered by RUHS. Courses offered outside of RUHS must receive prior approval of RUHS in order to be paid.

- E. Physician Assistants. Physician Assistant I, II, and III, and Physician Assistants - Adult Detention License renewal dates shall be used to commence the time period of two (2) fiscal years for the Education for Continued License hours allowed under this MOU.

The County shall pay the cost of mandatory courses offered by the RUHS. Courses offered outside of the RUHS must receive prior approval of the RUHS in order to be paid.

- F. Mobile Intensive Care Nurse (M.I.C.N.) at the RUHS-Medical Center Emergency Room. Time needed to complete required courses for M.I.C.N., including ride-along, shall be treated as regular time worked. The courses and time must be approved by the RUHS.

#### Section 6. Environmental Health Specialists (EHS)

Upon successful hiring, employees in the classification of Environmental Health Specialist shall receive the following reimbursements:

REHS State Application Fee  
REHS Transcript Review Fee

Employees in the classification of Environmental Health Specialists who successfully pass the State Environmental Health Specialist exam shall receive the following reimbursements:



## REHS State Exam Fee

Registered employees in the classification of Environmental Health Specialists shall receive reimbursement for all State Bi-annual Registration Renewal Fees.

If the employee voluntarily terminates his or her employment with the County within two (2) years of the payment of the expenses set forth herein, the employee shall be required to repay the reimbursements received under this provision as follows:

Termination (0-12 months from payment):	100% of paid reimbursement
Termination (12-24 months from payment):	50% of paid reimbursement

The employee agrees that by accepting the reimbursement he/she is subject to the repayment obligation outlined above.

## ARTICLE 12 DISCIPLINE, DISMISSAL, AND REVIEW

### Section 1. Applicability

Each employee who has completed an initial probationary period, and any extension, has permanent status.

### Section 2. Just Cause

The County shall use progressive discipline with the exception of any egregious act on behalf of the employee.

Any of the following acts of an employee who has permanent status shall be just cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons. Employees may not use leave accruals to make whole or reduce any loss in compensation while serving disciplinary action.

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;

- G. Absence without leave;
- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed;
- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department; The department/district 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; and,
- P. Violation of the County Anti-Violence in the Workplace Policy.

### Section 3. Suspension

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

### Section 4. Reduction in Compensation

Reduction in compensation under this section shall consist only of a change within the salary range from the existing rate to a lower rate for a specified duration of one (1) or more full pay periods, but not to exceed thirteen (13) pay periods.

## Section 5. Process of Review

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 13 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. Employees are responsible for ensuring the County has the employee's correct contact information including address and contact numbers. 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 written reprimand in lieu of suspension (FLSA exempt employees only which shall for all purposes have the effect of the equivalent suspension) imposed for disciplinary reasons, 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 designee. .
- B. 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 Salary Ordinance No. 440.
- C. The Human Resources Director may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director may be exercised by a designee.

### Section 2. Paid Administrative Leave

Pending investigation by the department head of an accusation or accusations against an employee alleging employee misconduct, covered under Article 12 of this MOU, the department head, with approval by the Human Resources Director, may place the

employee on a paid administrative leave for a period of time not to exceed sixty (60) calendar days with pay.

If the investigation is not completed within the sixty (60) calendar days referenced above, the paid administrative leave may be extended to a combined maximum of ninety (90) calendar days with approval by the Human Resources Director. In such cases, and except for good cause as determined by the Human Resources Director, the department head will notify the employee in writing as to what specific allegations are being investigated. The Union will also be notified as to the extension only. Additional paid 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 paid 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 paid 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 paid 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 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 telephone number.

### Section 3. Written Reprimand

Written reprimands may be issued by the appropriate supervisor, manager, or department head as a means to address employee conduct or performance deficiencies that do not otherwise warrant just cause for "disciplinary action" (i.e., dismissal, demotion, reduction in compensation, suspension, or written reprimand in lieu of suspension). Written reprimands are maintained in the employee's official personnel file and may be used as a basis for progressive discipline for same or similar violations or declining performance. A counseling memorandum, informal directives, coaching and similar communications from a supervisor to a subordinate employee that are not placed in an employee's official personnel file are not considered written reprimands.

An employee who receives a written reprimand may submit a written rebuttal that will be attached to the written reprimand contained in the employee's personnel file. An employee who disagrees with the issuance or content of a written reprimand may also appeal the reprimand to the department head, or their designee ("appeal officer"). A request to appeal the written reprimand shall be made in writing and delivered to the

Human Resources Director or designee, within ten (10) business days after the written reprimand was personally received by the employee or delivered to the employee by certified U.S. Mail. The written appeal shall state the grounds upon which the employee believes the written reprimand was unjust or contains factual inaccuracies. The appeal officer shall meet with the employee and the employee's designated representative, if any, within ten (10) working days after receipt of the employee's written request to appeal the written reprimand, unless the appeal officer and employee mutually agree to extend this time period. The meeting may be attended by a representative from the County's Human Resources Department. The meeting shall not be an evidentiary hearing, no witnesses shall be brought into the meeting to testify or be questioned, the employee shall not be subject to cross-examination and neither the appeal officer or Human Resources representative shall be subject to questioning. The purpose of the meeting is to allow the employee, or their designated representative, an opportunity to provide the reasons as to why the written reprimand should be withdrawn or modified.

The appeal officer shall take one of the following actions in response to the appeal: (1) affirm the written reprimand in its entirety; (2) direct that the written reprimand be withdrawn and voided; or (3) amend the content of the written reprimand where appropriate to correct factual inaccuracies or policy violations. The appeal officer shall not modify the content of the written reprimand to add additional grounds for discipline. If the written reprimand is not withdrawn, the appeal officer's decision shall be final with no further right of appeal and included in the employee's personnel file with the written reprimand. The decision of the appeal officer may not be grieved.

#### Section 4. Notice of Disciplinary Action

- A. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as previously provided, at least seven (7) business days prior to the effective date of the action and shall include:
  - 1. A description of the action(s) to be taken and the expected effective date(s);
  - 2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
  - 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
  - 4. A statement informing the employee of the right to respond either verbally or in writing, to the 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 ten (10) business days of the date the letter is served on the employee.

#### Section 5. Amended Notice of Disciplinary Action

- A. At any time before an employee's appeal is submitted to the neutral for decision, the department head may, with the consent of the Human Resources Director, or designee, serve on the employee and file with the Human Resources Director, or designee, an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto (i.e., second *Skelly*). The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

#### Section 6. Appeals

Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Human Resources Director, or designee, within ten (10) business days after the date of notification of action against which the appeal is made. An appeal shall:

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

#### Section 7. 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. Further, after an appeal is filed if the employee, or his/her representative, fails to take the next step to advance the appeal at any point in the process for ninety (90) calendar days the appeal is deemed to be withdrawn and the right to review is waived.

Section 8. Hearing Procedure - Minor Discipline

- A. When disciplinary action results in a suspension of eighty (80) working hours or less, or a pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand in lieu of suspension of eighty (80) working hours or less, the appeal shall be determined under the following provisions:
1. Appeals shall be heard by a person assigned by the State Mediation and Conciliation Service or another third party neutral (either hereinafter referred to as an arbitrator) as agreed to by the parties. The arbitrator's decision may be verbal or in writing. The arbitrator'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 designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self-represented. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
  3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The arbitrator may consult with witnesses informally and otherwise investigate the controversy.
  4. The arbitrator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
  5. The judgment of the arbitrator shall be rendered within five (5) business days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
  6. The arbitrator's authority shall be limited to deciding the issues submitted by the parties. The arbitrator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any MOU.
  7. All costs for the service of the arbitrator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and SEIU. SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by SEIU at the hearing.

## Section 9. 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 a neutral.
- B. The parties shall maintain a jointly negotiated list of no fewer than seven (7) nor more than up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from SEIU and the County shall meet to establish the list of up to eleven (11) arbitrators.
- C. The hearing shall be set by the Human Resources Director, 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 Human Resources Director, or designee, 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 County and SEIU. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.
- H. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.



- I. Within twenty-one (21) business 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 1280 et. seq. of the California Code of Civil Procedure.
  1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the MOU but, rather, shall interpret and apply its terms.
  2. The arbitrator will not substitute his/her discretion and judgment for that of management for sustained charges unless the neutral finds that discrimination, unfairness, capriciousness, or arbitrary action by the County is proven.
  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. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
  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. Restoration of retirement benefits is limited to that allowed by CalPERS regulations.
  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.

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

#### Section 10. 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, 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. Any written statements, declarations, or affidavits admitted as evidence shall be made or sworn under penalty of perjury.
- 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.
- I. The intention of the parties is that appeals or arbitration hearings be adjudicated as efficiently and economically as possible. Historically the parties have found that the use of legal counsel in the appeal/arbitration process can result in excessive delays, longer hearings, and increased costs. The parties to an appeal hearing or an arbitration hearing hereby commit to instructing their legal counsel to conform to the intention of this MOU and to take all necessary steps to expedite the appeal/arbitration hearing and minimize the cost of the hearing.

In cases involving hearings in excess of three (3) days the parties must engage in a case management process with the arbitrator. The case management meeting must be held at least thirty (30) days prior to the first scheduled date for the hearing and may be held telephonically. The neutral shall consider:

1. the simplification of the issues,
2. the possibility of obtaining admissions which might facilitate the hearing,
3. the quantum of damages, in the appropriate case,
4. any preliminary application by either party,
5. any other matters that may aid in the disposition of the action or the attainment of justice.

At the case management conference the arbitrator may, whether or not on the application of a party, order that:

1. a party file and deliver, within a fixed time, to each other party as specified by the neutral, any relevant documents,
2. any preliminary applications be brought within a fixed time or by a specified date,
3. a statement of agreed facts be filed within a fixed time or by a specified date,
4. a party deliver a written summary of the proposed evidence of a witness within a fixed time or by a specified date,

5. experts who have been retained by the parties confer, on a without prejudice basis, to determine those matters on which they agree and to identify those matters on which they do not agree,
  6. the hearing be adjourned,
- and, on making an order the neutral may give other directions that he/she thinks just or necessary.

If the arbitrator, upon application by either party to the appeal hearing, determines that legal counsel for the other party has unnecessarily prolonged the hearing and/or increased the cost of the hearing beyond the reasonable expectations of the parties at the commencement of the hearing then the arbitrator is authorized to impose sanctions on the offending party including, but not limited to, ordering such offending party to pay all or part of the non-offending party's increased costs of the hearing, to pay all or part of the non-offending party's attorney fees, to pay all or part of the non-offending party's cost of the arbitrator, to pay all or part of the non-offending party's costs of the transcripts, or such other relief that the arbitrator deems appropriate in the circumstances.

#### ARTICLE 14 APPEAL PROCESS FOR NON-DISCIPLINARY RELEASE

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

##### Section 1. Notice of Action

- A. Written notice of the intent to separate for non-disciplinary reasons shall be served on the affected employee at least seven (7) business days prior to the effective date of the action and the notice shall include:
  1. A description of the action to be taken and the expected effective date;
  2. A clear and concise statement of the specific grounds and particular facts upon which the action is based;
  3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
  4. A statement informing the employee of the right to respond either verbally or in writing, to the department head prior to the effective date of the separation.
- B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the separation will be implemented shall

be served on the employee on or before the effective date of the action and shall include:

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

## Section 2. Appeals

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

An appeal shall include:

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

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

## Section 3. Waiver

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

## Section 4. Appeal Procedure

- A. The parties shall maintain a jointly negotiated list of up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.

- B. The hearing shall be set by the Human Resources Director, or designee, and the employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.
- C. The employee may be represented by counsel or other representative; however, if the employee is in a represented unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee shall be represented only by the Exclusive Employee Organization. The County may be represented by counsel or other representative.
- D. It shall be the duty of a County employee to attend a hearing and testify upon the written request of the employee, the department head, or the arbitrator, provided reasonable notice is given the department employing the employee. The arbitrator is authorized to issue subpoenas.
- E. All appeal hearings under this Section shall be reported by a stenographic reporter.
- F. The expenses of the hearing, including but not limited to, the costs of the arbitrator and transcripts shall be shared equally by the County and the Union. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness during the employee's regular working hours shall be released from work without loss of compensation or other benefits to attend the hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.
- G. In the event an employee is not represented by the Union, the cost of the hearing shall be shared equally by the Union and the County. SEIU shall not pay any costs associated with an arbitration hearing when a member elects not to be represented by SEIU at the hearing.
- H. Any expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or cancelling party.
- I. Within twenty-one (21) business days following the hearing of the appeal, or as soon thereafter as practicable, the arbitrator shall submit written findings of fact, conclusions of law and the decision to the parties.
  - 1. The arbitrator shall confine the decision to whether, based upon the evidence at the time the County separated the employee, the employee was medically or psychologically incapacitated from performing the essential functions of his/her position for a permanent or uncertain duration. The arbitrator shall not substitute their opinion for that of the health care provider.
  - 2. The arbitrator's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee

received since the date of discharge. The employee shall supply records of such employment earnings when requested.

- J. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely upon in the conduct of serious affairs. Irrelevant and unduly repetitious evidence shall be excluded.
- K. Hearsay evidence shall be admitted and used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support separation from employment unless it is the type of hearsay admissible over objection in a civil action.
- L. Medical records may be submitted and relied upon without the requirement that the health care provider testify to authenticate those records. This does not preclude either party from calling health care providers to testify in support of whether the employee is fit or unfit to perform the essential functions of the position.
- M. The rules of privilege shall apply to the same extent to which they are recognized in a civil action. In addition, communications between the Human Resources Department and advocates, or representatives of the department involved in the arbitration, and communications between the Union representative and the employee shall be confidential and not subject to disclosure in a hearing.
- N. Oral evidence shall be taken only on oath or affirmation.
- O. Employees not testifying on rebuttal may be called and examined on cross examination.
- P. The employee and the department head or designee shall have these rights:
  - 1. To call and examine witnesses;
  - 2. To introduce evidence;
  - 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
  - 4. To impeach any witness regardless of which party first called the witness to testify; and
  - 5. To rebut any derogatory evidence.
- Q. The hearing shall be a private proceeding among the County's representative, the employee and the employee's representative.
- R. The decision of the arbitrator shall be an advisory decision upon the parties. However, each party shall be entitled to petition the Superior Court to confirm,

correct or vacate the award as provided for by C.C.P. § 1285 et. seq. and within the time requirements set forth in C.C.P. § 1288.

ARTICLE 15  
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 immediate 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 an employee or the Union on behalf of a specifically named employee or group of employees arising out of a dispute by an employee or group of employees concerning the application or interpretation of the specific terms and conditions set forth in this MOU, Ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- A. Matters arising under any of the following:
1. County Harassment Policy and Complaint Procedure;
  2. County Violence, Threats, and Securities Policy;
  3. Promotional decisions made pursuant to the County's Local Merit System;
  4. Voluntary time-banks;
  5. Placement on Medical-Certification program;
  6. Appeals to the Accident Review Committee;
  7. Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;
  8. Complaints within the jurisdiction of state and federal fair employment agencies, other than the Public Employment Relations Board;
- 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 termination of a probationary employee, or the termination, suspension, demotion or written reprimand in lieu of suspension of a regular employee reviewable pursuant to other provisions of this MOU or reviewable under the State Approved Local Merit System procedure, or written warnings, i.e., written reprimands; directive, corrective, and corrective counseling memoranda.
- D. Requests or complaints initiated by an employee involving change in departmental/district performance evaluations, if the evaluation rating overall is satisfactory or better.

### Section 3. Freedom from Reprisal

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

### Section 4. Employee Representation/Union Rights

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, 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. 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 recognize more than one (1) representative for 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 15, Section 2.

### Section 6. Presentation

All grievance petitions shall be filed within fifteen (15) working days after the discussion with the employee's supervisor, [but in no case shall the grievance be filed more than thirty (30) working 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 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 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 first filed with the Human Resources Department during the term of this MOU shall be subject to final and binding arbitration as the last step in the grievance process. It is the intent of the parties that any complaint against the County that would constitute both an unfair labor practice and a grievable complaint under this Article, the alleged violation is subject to deferral to binding arbitration within the meaning and intent of Government Code section 3505.8. This shall not be construed as any waiver of the union's right to file an unfair labor practice with the Public Employment Relations Board. Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the County and the grievant.

#### Section 9. Withdrawal

Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

#### Section 10. Time Limits

Grievance petitions shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the 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 the grievant, 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 14 (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, except for Section 14, may be extended by written consent of the grievant and the person before whom disposition of the petition is pending.

## Section 13. Grievance Resolution

The County agrees to cite specific reasons, including any applicable Articles or Sections of the MOU, or specific provisions or other procedures, that constitute the County's rationale for rejection of the grievance. The Union, by this agreement, does not waive any of its rights to file grievances, unfair practice charges or other means to enforce the MOU in the future. The parties agree to meet in an attempt to resolve any future denials upon the request of the Union.

## Section 14. Steps

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

- A. Discussion with 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, discuss the matter with his/her immediate supervisor. The supervisor shall give a prompt response where it is possible to do so. The supervisor is entitled to have the presence of one observer during the discussion.
- B. Step 1. In the event the matter is not resolved as a result of the discussion described in (A) above, the employee shall, within fifteen (15) business days after the discussion with his/her supervisor, submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's department head. Within fifteen (15) business days after submission of the petition, the department head or a designee shall meet with the grievant and the grievant's representative, if any. No later than fifteen (15) business days thereafter, the department head, or a designee, shall render a written decision.
- C. Step 2. Failing to resolve the grievance at Step 1, the grievant or the Union shall submit a written request for review within ten (10) business days following the date the department head or designee renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) business days of the submission of the request for review. No later than ten (10) business days thereafter, the Human Resources Director, or a designee, shall render a written decision.
- D. Step 3. Failing to resolve the grievance at Step 2, the Union shall submit a written request for arbitration to the Human Resources Director, or designee, within ten (10) business days following the date the Human Resources Director, or designee, renders a decision.

- E. A grievance first filed with the Human Resources Department during the term of this MOU shall thereafter be subject to final and binding arbitration. For grievances first filed with the Human Resources Department before or after the term of this MOU shall be subject to advisory arbitration and decision by the Board of Supervisors in the manner prescribed herein. Final and binding arbitration shall sunset and terminate on the expiration of this MOU, except as to those grievances filed during the term of this MOU, unless the County and SEIU mutually agree to continue final and binding arbitration. Only the union may advance a grievance to arbitration pursuant to the terms and conditions of this Article; no individual employee may advance a grievance to arbitration without the union's participation as a grievant.
- F. In the case of advisory arbitration, the Board of Supervisors shall either accept or reject the neutral's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the neutral's decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

#### Section 15. Advisory and Binding Arbitration

- A. After submission of a request for review, SEIU and the Human Resources Director, or designee, shall attempt to agree on a neutral.
- B. The parties shall maintain a jointly negotiated list of up to eleven (11) neutrals who shall be selected by either the agreement of the parties, or by the striking method. The only remaining name after the striking process shall serve as the neutral. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven (7) or more than eleven (11) names. If the neutral chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the neutral.
- C. At the beginning of the arbitration proceeding, if the County disputes that the grievance is arbitrable, the issue of arbitrability shall first be decided by the arbitrator as a threshold issue. If the arbitrator rules the grievance is not arbitrable, the arbitrator shall state the ruling on the record or issue a written ruling and the arbitration shall then be concluded. If the arbitrator rules the grievance is arbitrable, the arbitrator shall state the ruling on the record and open the proceeding to a hearing on the merits of the grievance.
- D. 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.
- E. The expenses of the neutral, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the

arbitration hearing. Such arrangements shall be made through the Human Resources Director, or designee, with the employee's department head at least two (2) business days in advance of the hearing date.

- F. Prior to the arbitration hearing, the grievant and the Human Resources Director, or designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the neutral. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

The neutral shall not decide any issue 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.

- G. If the neutral sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU.
- H. Arbitration proceedings shall be conducted pursuant to the Voluntary 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.
- I. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, 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 grievance hearing.
- J. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

ARTICLE 16  
ANTI-STRIKE CLAUSE

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

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

ARTICLE 17  
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 ten (10) 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 value of accrued vacation credit and, if the employee so elects, accrued compensatory time off. 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 18  
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. Time off due to low census staffing at the RUHS-Medical Center shall not count against an employee's length of continuous service with the County, in a regular position, even if the employee was absent without pay.
- B. Definition of Department. For purposes of this provision, department shall be defined as:
1. A unit of administrative staff directly supporting the umbrella agency (e.g., Transportation Land Management Agency, Riverside University Health System, etc.).
  2. A department within an umbrella agency; or
  3. A department; or
  4. A district of the County; or
  5. A County Service Area.
- C. Whenever more than one (1) employee in a department/district has the same most recent date of hire, seniority shall be determined in the following order: regular hours of County service from the most recent date of hire, seniority in classification, and seniority in the department.
- D. Except as otherwise provided in this Procedure provision, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the layoff list.

Section 2. Reduction in Force

- A. When it becomes necessary to reduce the work force in a department/district, the department/district head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department/district. 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/district. 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/district 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/district head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least fourteen (14) days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice twenty-four (24) hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:
1. The reason for layoff;
  2. The effective date of the action;
  3. If laid off out of seniority.
- E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the department/district, and was not removed there from for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department/district to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven (7) days of written notification of layoff by personal delivery or mailing of a certified letter.
- Regular employees who elect to demote under this provision shall be placed at a rate at or nearest to their present salary within the range of the class to which they are demoting provided such rate shall not exceed present salary.
- F. SEIU will be provided a copy of the final layoff list.



### Section 3. Reassignment

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

### Section 4. Employment Counseling and Priority Referral List

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/district 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/districts requesting recruitments for all other classifications within SEIU bargaining units.
- C. Departments/districts 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) business days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
  3. Failure to respond within seven (7) business days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify 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 hours credited to the employee's account on the date of layoff.
  2. Continuation of seniority.
  3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
  4. Placement on the salary plan/grade at a rate which is nearest former or current pay rate, whichever is higher, with the employee's hours at that rate being the same number of hours which the employee had at the time of layoff.
  5. Continuation of all previous retirement benefits as allowed by CalPERS regulations, including but not limited to, the retirement calculation (i.e. single highest year or three (3) highest year average), compensation formula (i.e. 3% @ 60 or 2% @ 60), rate of EPMC pick-up required from employee, and survivor allowances as allowed pursuant to CalPERS regulations.

## Section 6. Re-employment

- A. Status on Re-employment. Re-employment is defined as being employed within two (2) years following layoff by the same or other department into a regular

position other than that from which the employee had reinstatement rights. If re-employed, the employee shall be entitled to:

1. Restoration of all sick leave hours credited to the employee's account on the date of layoff.
2. Continuation of seniority shall be credited to the employee upon successful completion of the applicable probationary period.
3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
4. Continuation of all previous retirement benefits as allowed by CalPERS regulations, including but not limited to, the retirement calculation (i.e. single highest year or three (3) highest year average), compensation formula (i.e. 3% @ 60 or 2% @ 60), rate of EPMC pick-up required from employee, and survivor allowances as allowed pursuant to CalPERS regulations.

B. Priority Consideration for Re-Employment. Vacant regular positions in SEIU represented classifications that a Department elects to fill shall be offered first to SEIU represented persons, by seniority, who have been permanently laid-off from another SEIU represented classification for a period not exceeding two (2) years from the date of their initial lay-off provided that such person has the ability, qualifications, experience, availability and satisfactory work performance to fulfill the requirements of the position. If the Department Head or designate does not select a candidate that has been laid off from an SEIU classification, upon request, they shall provide justification, in writing, to the Human Resources Department as to the reasons for that decision. It is understood and agreed that the matter of determining the ability, qualifications, experience, availability and satisfactory work performance shall be made by the Department Head or designate responsible for the hiring decision and that the Human Resource Department official may also perform such an assessment. It is further understood that any assessment of an individual's ability, qualifications, experience, availability and satisfactory work performance will be measured against the posting requirements for the position. The County agrees to maintain a seniority list of laid-off SEIU members who are entitled to be considered for re-employment under this provision. SEIU members must make themselves available within seven (7) calendar days following the date they are notified.

#### 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 as defined under this Article.

## Section 8. Reporting

The Human Resources Department will provide to SEIU each quarter a list of employees by Department/District, classification, and date of hire.

## ARTICLE 19 DRESS CODES AND UNIFORMS

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

Employees in all departments shall be allowed to wear union-affiliated ID badge holders, lanyards, wristbands, lapel pins, and/or buttons (not to exceed two (2) inches in diameter).

Employees in a department that requires a specific uniform standard, such as the Sheriff or Fire Departments, shall not be allowed to wear union-affiliated ID badge holders, lanyards, wristbands, lapel pins, and/or buttons on their uniforms.

### Section 1. Sheriff's Department Dress Code

Employees covered under the terms of this MOU who are assigned to the Sheriff's Department shall be required to comply with the provisions of the Sheriff's Department General Orders that pertain to Grooming Standards, Dress Code and Uniforms.

### Section 2. Uniforms

#### A. General Uniform Provisions

1. Issuance. The County agrees to provide uniforms or uniform allowances to employees in the departments listed below so long as the employee is required to wear uniforms in the performance of their duties:
  - a. Animal Services
  - b. Code Enforcement
  - c. DPSS
  - d. EDA
  - e. Emergency Management Department
  - f. Fleet Services
  - g. Flood Control
  - h. RUHS
  - i. Probation
  - j. Public Health
  - k. Sheriff
  - l. Transportation
  - m. Waste Resources

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

2. Property of the County. Uniforms issued by the County shall remain property of the County.
3. Replacement/Repair. Damaged or deteriorated uniforms or articles of the uniform caused by normal wear or events in the line of duty, as determined by the department, may be repaired or replaced at the department's discretion and written approval. The employee shall return all worn out or damaged articles to the department upon request. It is the employee's responsibility to expend no more than the maximum uniform allowance inclusive of all taxes and/or alterations. Any amount over the maximum is the employee's responsibility to pay the vendor. Any remaining allowance does not roll into the following year of anniversary date.
4. Return. Employees shall return all issued uniforms/articles to the County upon request.
5. Reporting of Uniforms to CalPERS. The parties agree that to the extent permitted by law, the value of uniforms (in an amount not to exceed one thousand dollars (\$1,000.00) annually) is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) Uniform Allowance. Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

B. Department Specific Uniforms/Equipment

1. Fire Department Employees. The County shall provide an allowance for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee annually for each person employed in the following classifications:

Fire Safety Supervisor (Job Code 37876)  
Senior Fire Communications Dispatcher (Job Code 13808)  
Supervising Fire Prevention Technician (Job Code 37871)  
Public Information Specialist (Job Code 74233)  
Senior Public Information Specialist (Job Code 74234)

Each employee must obtain written authorization through their supervisor before going to an approved vendor. The allowance will be issued from County Fire Finance based on each employee's anniversary date and completed annually thereafter (based on a rolling calendar year). It is the employee's responsibility to request the allowance through their supervisor.

Once approval is received, the employee will then obtain new article(s) of clothing from the contract vendor.

The uniform allowance will be tracked by County Fire Finance per each employee's anniversary date to ensure that the annual uniform allowance is not exceeded per employee. No uniform vouchers will be issued prior to the anniversary date.

2. Animal Services. Permanent employees in the Lieutenant of Field Services (73517) class, so long as they are required to wear uniforms in the performance of their duties, will be provided five (5) uniforms, each consisting of a shirt and pants.

3. Emergency Management Department. The County shall provide an allowance for uniforms not to exceed four hundred seventy-five dollars (\$475.00) per employee annually for each person employed in the following classifications:

Emergency Services Coordinator (74168)  
 Emergency Services Program Supervisor (74169)

4. Cooks. Permanent employees working for the RUHS-Medical Center in the classification of Supervising Cook (54433) will be provided four (4) shirts and two (2) pants. Worn out or damaged shirts and pants as determined by the Department, may be replaced by turning in the worn out or damaged article. The employee upon termination shall return all shirts and pants purchased by the County.

5. Waste Resources

Safety Shoes. As authorized by the department General Manager-Chief Engineer and upon presentation of proof of purchase acceptable to the department, the department shall reimburse employees assigned to landfill operation, to a maximum of one hundred dollars (\$100.00) per fiscal year, for the purchase of steel-toed shoes to be worn by the employee during the performance of his/her duties. Employees in the Waste Inspection Series may be reimbursed to a maximum of one hundred seventy five dollars (\$175.00) per fiscal year.

6. Regional Park & Open Space District.

Employees holding regular positions in the Parks District in the following classifications will be provided uniforms, so long as they are required to wear uniforms in the performance of their duties:

<u>Classification</u>	<u>Annual Allowance</u>
<u>General Unit</u>	
Park Aide	\$350
Park Ranger I	\$350
Park Ranger II	\$350
Senior Park Ranger	\$350
Park Attendant	\$350

Park Maintenance Worker	\$350
Maintenance Carpenter	\$350
Grounds Worker	\$350
Park Interpreter	\$350
Aquatics Technician	\$350

Supervisory Unit

Park Maintenance Supervisor	\$350
Area Park Manager	\$350
Interpretive Services Supervisor	\$350
Park Ranger Supervisor	\$350
Natural Resource Specialist	\$350

Seasonal Positions. Employees holding Seasonal positions at the Parks District in the following classifications will be provided uniforms as listed below, so long as they are required to wear uniforms in the performance of their duties:

Lifeguard - Parks:	one (1) swim suit, two (2) shirts, one (1) pair of shorts
Senior Lifeguard - Parks:	one (1) swim suit, two (2) shirts, one (1) pair of shorts
Pool Supervisor - Parks:	two (2) swim suits, three (3) polo shirts, one (1) jacket with liner, two (2) pairs of pants or shorts
Public Services Worker – Parks:	two (2) polo shirts

Initial Issue of Uniforms.

For newly hired employees, the initial issue of four (4) shirts, four (4) pants, one (1) jacket with liner, hat (baseball type only), name badge and, when needed, rain gear shall be approved by the Park District.

Annual Uniform Allowance.

After one (1) year of continuous service with the department and annually thereafter, each employee in the above listed classes will be entitled to reimbursement cost up to three hundred fifty dollars (\$350.00) for the replacement of the initial issue of shirts, pants, jacket, hat, and boots.

Uniforms damaged in the line of duty, as determined by the General Manager or a designee, may be replaced by turning in the damaged articles. All uniforms purchased by the department will be returned by the employee upon termination.

The Assistant Parks Director, will maintain a current listing of approved sources of uniforms. Administration will maintain a record of the initial issue of uniforms.

7. Community Action Partnership. The County shall provide an allowance for uniforms not to exceed three hundred and fifty dollars (\$350.00) per employee annually for each person employed in the following classifications:

- a. Housing Specialist I (97462)
- b. Housing Specialist II (97463)
- c. Housing Specialist III (97464)

ARTICLE 20  
VOLUNTARY TIME-BANK

Section 1. Catastrophic Time Bank

Any department or employee requesting to establish a Time-Bank shall follow the guidelines below:

- A. Definition of eligible employees. Only employees in regular positions are eligible to participate in the Riverside County Voluntary Time-Bank. Employees receiving disability payments or Workers' Compensation may be eligible for a prorated time-bank reimbursement such that total payments do not exceed 100% of the regular pay.
  
- B. Definition of catastrophic illness or injury. Catastrophic illness or injury is a severe illness or injury which is expected to completely and totally incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (i.e., the spouse, registered domestic partner, son, daughter, step-son, step-daughter, foster-son, foster-daughter, child of registered domestic partner, 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 at least two (2) weeks to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted.
  
- C. Conditions and procedures under which a Time-Bank may be established.
  - 1. The Human Resources Department will establish and administer all Time-Banks. The Human Resources Department will have authority to approve all Voluntary Time-Bank requests.
  - 2. The department head, upon concurrence from the Human Resources Director or designee, may request establishment of a Time-Bank.
  - 3. When the department/district head has determined that an employee would benefit from the establishment of a Time-Bank, the department/district 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/district head will contact the Human Resources Department and recommend the establishment of the program.
  - 4. The Time-Bank will be established on behalf of an individual employee. The bank will accept donations of leave from one (1) or more donors.



5. 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.
6. An employee can only have one (1) Time-Bank established at a time.

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

1. Any employee may donate vacation, holiday accrual, or annual leave. Sick leave and compensatory time may be not donated.
2. Donations of vacation, holiday accrual, or annual leave must be in increments of eight (8) hours or more and drawn from one (1) bank only. Donated leave will only be applied to the recipient's annual leave or vacation leave after the recipient has exhausted their available leave balances. Donated leave will be transferred on a pay period by pay period basis.
3. The donation of leave hours that have been added to the recipient's leave balance are irreversible. Should the employee receiving the donation not use all donated leave for the catastrophic medical condition, any balance will remain with that employee or will be converted to cash upon that employee's separation.
4. An employee may not donate leave hours which would reduce their accrued leave balances of vacation, holiday accrual, or annual leave to less than one hundred sixty (160) 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 leave.

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

1. Only the employee for whom the Time-Bank has been established may receive leave credits from the Time-Bank. Such leave credits shall be added to the employee's vacation balance.
2. The use of donated credits may be for a maximum of twelve (12) continuous months from the effective date of the established Time-Bank for any one (1) catastrophic illness.
3. Extension to a Voluntary Time-Bank will require a separate approval by the Human Resources Department and department head.

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

A department/district 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:

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

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

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.

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:

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

Determined qualification, under the standards above, for the establishment of a Time-Bank.

Control the Time-Bank program.

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

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

The establishment of the voluntary program.

Their opportunity to donate.

How donations are submitted.

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

ARTICLE 21  
APPEAL PROCEDURE  
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures

SEIU shall be entitled to have one (1) representative as a member of the Accident Review Committee. 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.
  - A. 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 and proof of receipt of the notice of determination to the employee.
  - B. The employee shall submit a written request for review within ten (10) business days following the date of the receipt.
  - C. An employee is entitled to representation during the presentation of this appeal.
  - D. The Accident Review Committee shall review the evidence and testimony presented by the employee(s) and/or their representative and makes 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.
  - E. 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 22  
ALCOHOL AND DRUG ABUSE POLICY

The Board of Supervisors Policy C-10 was enacted to eliminate substance abuse and its effects in the workplace. The policy provides that employees shall not be under the influence of alcohol or drugs while on duty or on a standby or an on-call status; or consume alcohol or illicit drugs while on County property or at work locations or while on duty; or possess controlled substances or prescription drugs without a prescription while

on duty. Employees shall not: manufacture, sell, provide, distribute, or dispense prescription drugs or controlled substances to any other employee or to any person while on duty unless authorized by law; or sell, provide, distribute, or dispense alcohol to any other employee while such employee is on duty.

Employees are expected to be familiar with and comply with Policy C-10, which is included in this MOU by reference.

For cause, management may condition further employment on successful passage of a drug or alcohol test.

## ARTICLE 23 BENEFIT PROGRAMS

### Section 1. CalPERS Health Insurance Plan

Effective July 1, 2020, SEIU represented employees shall be eligible for health insurance in the County's CalPERS health insurance plan and will no longer be covered by the County's pre-existing health insurance program. Bargaining unit members shall be eligible to enroll in Exclusive Care as a health insurance option.

### Section 2. Flexible Benefit Contributions

- A. Contribution Amounts for Employees in County Sponsored Health Insurance.  
For full time employees the County's total contribution toward the employee's medical, dental and/or vision plans shall be eight hundred twenty-three dollars (\$823.00) per month (or four hundred eleven dollars and fifty cents (\$411.50) bi-weekly for twenty-four (24) pay periods.
- B. Medical Premium Subsidies. Effective two full pay periods after the adoption of this MOU by the County Board of Supervisors [February 27, 2020], the County's payment of medical subsidies for employees who are participating in a County sponsored health care plan will increase by \$100.00 (total of \$200) per month for employees enrolled in family coverage and by \$25.00 (total \$50) per month for employees enrolled in two-party coverage.

Effective the beginning of the 2023 County Health Insurance Plan year, the County's payment of medical subsidies will increase by \$100.00 (total of \$300) per month for employees enrolled in family coverage and by \$25.00 (total \$75) per month for employees enrolled in two-party coverage.

C. Waiving Medical Coverage.

1. An employee may elect the Medical Waiver Option declining medical coverage for the employee and the employee's dependents with adequate proof of enrollment in other qualifying group health insurance coverage. Effective May 7, 2020, if the employee elects to waive health insurance coverage, the employee will receive a taxable cash payment as follows:

- a. \$200.00 per month if the employee's last hire date was on or after November 11, 2004
- b. \$465.00 per month if the employee's last hire date was before November 11, 2004

2. Proof of Medical Coverage. Employees electing not to participate in a County sponsored health care plan must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical coverage shall be received by the Human Resources Department within sixty (60) days from date of hire, and annually during Open Enrollment.

D. Cash Back of Flex Benefits Contributions. Effective May 7, 2020, employees will no longer be able to receive flexible benefit contributions in the form of cash. Employees who do not use the full amount of the County's flex benefit contribution will forfeit the unused amount.

E. Pro-rated Contributions.

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

Employees working thirty (30) to thirty-nine (39) hours per week, shall receive seventy-five percent (75%) of the applicable flexible benefits contribution amount allotted for full-time regular employees per month per employee. Registered Nurses and Licensed Vocational Nurses who are working a twelve (12) hour shift pattern and average seventy-two (72) regular hours in a pay period will receive 100% of the applicable flexible benefits contribution amount allotted for full-time regular employees per month per employee.

Part time employees who work more or less than their designated status for a fiscal year quarter shall be re-characterized at the end of that quarter based on their actual pattern of work during that quarter.

### Section 3. Insurance

A. Optical Insurance. The County agrees to provide a voluntary optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit in this MOU). An employee's option for optical insurance only does not qualify the employee for cash back.

B. Life Insurance. The County shall provide life insurance, not to exceed one times (1x) annual salary to a maximum of fifty thousand dollars (\$50,000), to all

employees covered under this MOU. Employees may also purchase additional life insurance at the employee's cost with proof of insurability when applicable.

#### Section 4. Other Benefits

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

B. Short-Term Disability ("STD").

As soon as administratively possible following adoption of the MOU by the County Board of Supervisors, the County shall submit an application to the State of California for elective coverage under the California State Disability Insurance (SDI) for all SEIU bargaining unit employees. Once approved and implemented by the State, the County will begin withholding employee contributions to SDI from employee pay checks.

The County shall continue to provide and pay for the existing County STD plan until bargaining unit employees are eligible to receive California State Disability Insurance (SDI) benefits and will not provide Class 2 STD benefits thereafter. The County shall not be required to provide the Class 2 STD benefits for bargaining unit employees hired after the effective date of implementation of the California State Disability Insurance (SDI) plan.

Until employees are eligible to receive SDI benefits, the County will continue to provide a STD plan to eligible employees except the Supervisory Unit as follows:

Until employees are eligible to receive SDI benefits, the County shall provide Class 2 STD benefits (60% of pay up to \$461.64 weekly).

C. Long-Term Disability (LTD). The County agrees to provide an LTD plan to eligible Supervisory Unit employees. The County shall pay for the LTD benefit.

Effective the first full pay period after December 17, 2022 [December 29, 2022], the County will contribute toward the premium cost of long term disability insurance for all employees covered by this MOU.

D. Post-Employment Program. The County shall provide a Post-Employment Program wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit.

E. Workers' Compensation. Workers' Compensation benefits are provided in accordance with the California Labor Code. The County expands these benefits to include full salary for the first ten (10) calendar days of absence and use of accrued leave time thereafter to make up the difference between temporary disability and full salary.

ARTICLE 24  
DUES DEDUCTION, COPE & INDEMNIFICATION

A. Dues Deduction

Each pay period, the County shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; gross earnings per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent to [dues@seiu721.org](mailto: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" which includes bargaining unit members who have authorized the deduction of Union dues, 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](mailto:dues@seiu721.org) within five (5) business days of each payday.

B. Maintenance of Dues Payroll Deduction

Employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deductions made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may revoke the dues deductions within the twenty-one day period preceding the employee's date of hire anniversary during the last twelve months of this Memorandum of Understanding, by notifying the Union of their revocation of Union dues deductions. Such notification shall be in writing and contain the following information: employee name, employee identification number, job classification, department name, bargaining unit name or number and the name of the employer from which such deductions are to be cancelled. The Union will inform the member of his/her dues deduction revocation upon request. Within ten (10) business days after the close of the withdrawal period, the Union will provide the County with the appropriate documentation to process the dues deduction revocations.

C. 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.

#### D. Indemnification

Service Employees International Union 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 25 RETIREMENT

#### Section 1. SEIU National Industry Pension Fund (NIPF):

Effective July 1, 2010 and thereafter, the County shall no longer be required to make biweekly contributions to the SEIU NIPF on behalf of SEIU 721 represented employees.

#### Section 2. Public Employees' Retirement System (PERS)

##### A. Retirement Formulas and Calculations.

1. Tier 1 – 3% @ 60. The County contracts with the California Employees' Retirement ("CalPERS") to provide the 3% at 60 retirement formula for all "classic employees" hired on or before August 23, 2012 as set forth in California Government Code Section 21354.3. For Tier 1 classic employees, the retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS as set forth in California Government Code Section 20042. Employees in Tier 1 shall pay their 8% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.
  
2. Tier 2 – 2% @ 60. The County contracts with the California Employees' Retirement ("CalPERS") to provide the 2% at 60 retirement formula for all "classic employees" hired after August 23, 2012 as set forth in California Government Code Section 21353. For Tier 2 classic employees, the retirement benefit is based on the highest annual average compensation earned during the three (3) consecutive years of employment immediately preceding the effective date of his/her retirement or any other three (3) consecutive year period chosen by the employee as set forth in California Government Code Section 20037. Employees in Tier 2 shall pay their 7% member contribution in accordance with IRS Code Section 414(h)(1). Section 401(a)(17) of the IRC provides earnings limits on annual



compensation for some classic CalPERS members that can be taken into account under qualified retirement plans.

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

### Section 3. Retiree Medical Benefits

- A. The County shall contribute twenty-five dollars (\$25.00) per month, on behalf of each eligible retiree, inclusive of the retiree’s dependents, enrolled in one (1) of Riverside County medical and hospital plans, toward the payment of premiums for health insurance.

### ARTICLE 26 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 27 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 County and SEIU agree to have Labor-Management meetings on a monthly basis. A Labor-Management meeting need not occur every month, but will convene upon the request of either party.

- A. A Labor-Management meeting may be devoted to discussion on matters affecting all bargaining units as a whole, or to any particular department or bargaining unit. RUHS-MC/CHC may hold separate Labor-Management meetings. Individual departments may also hold separate Labor-Management meetings.
- B. A Labor-Management meeting shall be for the purpose of discussion on any matter affecting wages, hours and working conditions of bargaining unit employees, including, but not limited to, safety and workload.

The Labor Management committees shall be limited to six (6) persons per side, unless the County and SEIU mutually agreed to increase the committee participants for any one (1) or more meetings.

It is understood and agreed that each party shall produce an agenda for discussion no later than two (2) weeks prior to the date of the meeting. The Labor-Management meetings will not exceed two-hours, but the parties may agree upon any ground rules, scheduling or other logistics.

The committee may make recommendations in good faith and agree upon next steps where appropriate. However, the committee will not be for the purpose of bargaining over negotiable subjects, but SEIU and the County may mutually agree to meet and confer over changes to negotiable subjects as a result of committee discussions.

No discussion or review of any matter by the committee shall forfeit or affect the time frames of any dispute resolution procedure contained in the MOU unless otherwise mutually agreed upon in writing. Moreover, matters that have been submitted to any formal dispute procedure or that are in litigation shall not be discussed unless it is mutually agreeable to do so.

## ARTICLE 28 SPECIAL UNIT PROVISIONS

### Section 1. Registered Nurses Unit

- A. R.N. License To Practice (Also Applicable to Nurses in the Supervisory Unit)
  - 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 agency or 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. Disciplinary Action:

If the employee is unable to meet the license requirements of Article 27, Section 1(A), he/she shall not be allowed to continue working and shall immediately be deemed to have applied for and obtained an unpaid leave of absence for up to thirty (30) calendar days, during which time the employee shall take all reasonable steps to have his/her license reinstated. If upon expiration of the thirty (30) days the employee has failed to have his/her license reinstated he/she will be deemed to have applied for and obtained an additional leave of absence of up to fifteen (15) calendar days, during which the County may take action to separate employment pursuant to Article 12.

5. Interim Permittee licenses will expire at midnight of the stated expiration period.

Section 2. Career Ladders/Assessment Boards

A. Career Ladder for Physician Assistant I, II and III, and Physician Assistants – Adult Detention. Assessment Board for Physician Assistant I, II, and III, and Physician Assistants - Adult Detention.

An Assessment Board shall be established in each County department where the above series is utilized. The primary purpose is to determine if the County criteria have been met by applicants seeking promotion within the career ladder. The composition of the Assessment Board shall consist of five (5) members as follows:

1. One (1) employee member from the Professional Unit. The first Assessment Board Meeting may use a substitute of a SEIU staff member in place of the employee member.
2. One (1) outside citizen member or member from another County or another County department of Riverside County.
3. Three (3) members from the department for which the Assessment Board is convening.
4. The Assessment board shall meet at least once a year.
5. Strict adherence shall be made in applying the County criteria for these promotions. The criteria used must be approved by the County Human Resources Department.

B. Nursing Education Incentive Programs.

1. The County will provide up to an aggregate total of twenty-five thousand dollars (\$25,000) per year for education incentives. Nurses shall apply for reimbursement through County Human Resources.
2. LVN to RN Certification. The County will establish a fiscal year fund of five thousand dollars (\$5,000) each year of the contract for the exclusive year of the contract, for the exclusive use by Licensed Vocational Nurses pursuing attainment of Registered Nurse Certification for the time frame covered by this agreement. Eligibility is restricted to those in regular positions as Licensed Vocational Nurses. The fund will be administered by the County. Based upon criteria established jointly by the County and the Union, the fund can be used for reimbursement of Tuition and Community College registration fees and books for courses applicable to the attainment of a Registered Nurse certification. Eligibility for reimbursement is contingent upon an approved course or seminar completed with, where applicable, a grade of "C" or better or "Pass" when taken on a pass/fail basis.

Section 3. Regional Park & Open Space District Unit

A. Fingerprinting

Employees whose duties require that they either have direct contact or supervisory or disciplinary authority over minors shall be subject to being fingerprinted.

B. Assigning Parks District Employee to Reside in District Owned Residences

1. General Criteria.

The following general criteria shall be applied:

- a. What are the needs of the department and County?
- b. What job skills are needed at the specific location?
- c. Does employee desire to live in particular housing in question?
- d. What is employee's family size in relation to offered housing?
- e. Has employee previously resided in department owned housing?
- f. Nature and character of employee's employment record with the department.
- g. Employee to sign an agreement to rent or lease.

## 2. Possessory Interest Tax

Possessory interests are created when a right to possession or exclusive use of land or improvements owned by a non-taxable agency (County, in this case) is granted to a private party (employee, in this case). Possessory interest tax is based on the amount of property occupied by resident as determined by the County Assessor's Office.

For Planning purposes only: The possessory interest tax on a department owned residence in a County park occupied by a County Parks employee with a fair-market rental value of five hundred dollars (\$500.00) per month could be one hundred fifty dollars (\$150.00) per year. Possessory interest tax is assessed and paid annually.

## 3. Utility Charges

The department shall meter utilities (i.e. gas and/or electric) and charge employees for utilities used at the actual rate and amount. These charges shall commence immediately for those residences that have basic weather insulation and meters. Insulation needed shall be determined by the department. No utilities shall be charged employees until meters have been installed and basic weather insulation of the housing has been installed where applicable. If extreme costs are encountered to meter a housing unit, the department reserves the right to reopen discussions on the matter at any time. Employee will be responsible for any phone charges. In cases where the department requires phone hook-ups, the department will pay such charge.

## C. Terminating District-Owned Employee Occupied Housing Agreement

The following criteria shall be applied:

1. Employee is transferred to another work location.
2. Employee terminates employment with the District department.
3. Employee does not maintain the negotiated lease agreement.
4. Employee fails to pay rent, possessory interest tax and utilities.
5. Employee fails to correct any undesirable actions or behavior of the employee and/or their dependents after receipt of formal notification from their supervisor to do so.

Employees who are requested to vacate District-owned housing for any of the above reasons must do so within thirty (30) days of receipt of official request to do so.

The rent for employee-occupied housing shall be one hundred percent (100%).

#### Section 4. Waste Resources Management District Health and Safety Requirements

- A. Hepatitis B Vaccination. Upon receiving prior authorization, any employee whose regularly assigned duties require him/her to be in constant contact with landfill waste shall be granted paid time off to obtain a Hepatitis B vaccination(s). In the event the employee's health plan does not cover the cost of such vaccination, the department shall provide the vaccination through Occupational Health or, for employees assigned to work at desert locations, through the nearest County Public Health Clinic.
- B. Worksite Clean-Up Facilities. The department/district shall provide hand washing facilities at each landfill worksite, for wash up activities, with the understanding that the department will comply with Cal OSHA requirements.

### ARTICLE 29 COMPENSATION

#### Section 1. General Salary Range Increases

- A. Effective the first full pay period on or after May 1, 2021 [(May 6, 2021)], the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two-percent (2.0%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.0% increase to the maximum salary of the range is implemented will concurrently receive a 2.0% increase to their salary in order to place them at the new maximum in the salary range in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.
- B. Effective the first full pay period on or after May 1, 2022 [(May 5, 2022)], the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two-percent (2.0%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.0% increase to the maximum salary of the range is implemented will concurrently receive a 2.0% increase to their salary in order to place them at the new maximum in the salary range in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.
- C. Effective the first full pay period on or after May 1, 2023 [(May 4, 2023)], the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two and one-half percent (2.5%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.5% increase to the maximum salary of the range is implemented will concurrently receive a 2.5% increase to their salary in order to place them at the new maximum in the salary range and in which

case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.

## Section 2. Retention Stipend and Bonuses

- A. Employees who are at the maximum salary of the salary range for their classification as of April 8, 2021 will receive a one-time lump sum stipend of seven-hundred and fifty dollars (\$750.00). The stipend will be paid two full pay periods after April 8, 2021.
- B. Effective January 30, 2020, the Command Post and Sheriff's Communications Retention Bonuses are restored on a prospective basis to pre-imposition terms.

Employees shall receive a retention bonus under the following conditions:

1. Command Post. All employees assigned to the Command Post shall receive a quarterly retention bonus of one thousand fifty dollars (\$1,050.00). To qualify for the quarterly bonus an employee assigned to the Command Post must work at least seventy-five percent (75%) of their regularly scheduled daily shifts during the fiscal quarter. The employee must complete their entire shift to be counted toward the seventy-five percent (75%). The retention bonus will be prorated during the first and last fiscal quarter the employee is assigned to the Command Post, assuming the employee works seventy-five (75%) percent of their regularly scheduled shifts during these quarters.
2. Sheriff Communications. Employees promoted to Senior Sheriff 911 Communications Officer or Sheriff Communications Supervisor, prior to completing the first sixty (60) months of their initial employment as a Sheriff's 911 Communications Officer I or II, shall continue to receive full compensation of all hiring/retention bonuses remaining on their sixty (60) month payment schedule pursuant to the Board of Supervisors Policy C-26 - Hiring/Retention Bonus Program.

## Section 3. Deferred Compensation

Available to employees to make voluntary pre-tax contributions through County approved vendors up to applicable IRS and Plan limits. The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to the IRS approved maximum in any one (1) calendar year in accordance with the County's approved Deferred Compensation Plan.

## Section 4. RUHS – Medical Center Registered Nursing Classification & Realignment

- A. Effective March 26, 2020, employees in the classifications listed below, and working at the RUHS Medical Center or Community Health Clinics, shall be reclassified in accordance with the charts below. These reclassifications are exempt from the provisions and pay increase outlined in Article 6, Section 7 –

Reclassification.

**Registered Nurse Series**

Former Job Title	Current Job Code	New Job Title (& Post-TTC)	New Job Code
REGISTERED NURSE I	74036	REGISTERED NURSE I - SPC-T3 (REGISTERED NURSE I – MC/CHC)	74039
REGISTERED NURSE I - SPC-T1	74037		
REGISTERED NURSE I - SPC-T2	74038		
REGISTERED NURSE I - SPC-T3	74039		
REGISTERED NURSE II	74040	REGISTERED NURSE II - SPC-T3 (REGISTERED NURSE II – MC/CHC)	74043
REGISTERED NURSE II - SPC-T1	74041		
REGISTERED NURSE II - SPC-T2	74042		
REGISTERED NURSE II - SPC-T3	74043		
REGISTERED NURSE III	74044	REGISTERED NURSE III - SPC-T3 (REGISTERED NURSE III – MC/CHC)	74047
REGISTERED NURSE III - SPC-T1	74045		
REGISTERED NURSE III - SPC-T2	74046		
REGISTERED NURSE III - SPC-T3	74047		
REGISTERED NURSE IV	74048	REGISTERED NURSE III - SPC-T3 (REGISTERED NURSE III – MC/CHC)	74047
REGISTERED NURSE IV - SPC-T1	74049		
REGISTERED NURSE IV - SPC-T2	74050		
REGISTERED NURSE IV - SPC-T3	74051		
REGISTERED NURSE V	74052	REGISTERED NURSE III - SPC-T3 (REGISTERED NURSE III – MC/CHC)	74047
REGISTERED NURSE V - SPC-T1	74053		
REGISTERED NURSE V - SPC-T2	74054		
REGISTERED NURSE V - SPC-T3	74055		
ASST NURSE MGR	74023	ASST NURSE MGR - SPC-T3 (ASST NURSE MGR – MC/CHC)	74026
ASST NURSE MGR - SPC-T1	74024		
ASST NURSE MGR - SPC-T2	74025		
ASST NURSE MGR - SPC-T3	74026		



### Pre Hospital Liaison Nurse

Former Job Title	Current Job Code	New Job Title (& Post-TTC)	New Job Code
PRE HOSP LIAISON NURSE	73913	PRE HOSP LIAISON NURSE – SPC T1 (PRE HOSP LIAISON NURSE)	73913
PRE HOSP LIAISON NURSE – RCRMC	74034		
PRE HOSP LIAISON NURSE - SPC-T1	74035		

### Nursing Education Instructor

Former Job Title	Current Job Code	New Job Title (& Post-TTC)	New Job Code
NURSING EDUCATION INSTRUCTOR	73941	NURSING ED INSTRUCTOR - SPC-T3 (NURSING EDUCATION INSTRUCTOR)	74029
NURSING ED INSTRUCTOR – RCRMC	74027		
NURSING ED INSTRUCTOR - SPC-T1	74028		
NURSING ED INSTRUCTOR - SPC-T3	74029		

As part of the consolidation of the registered nursing classifications above, and elimination of Specialty Tiers and Specialty Classifications, the salary schedule for the new consolidated classifications will be realigned. The pre-existing Specialty Tier III (SPC-T3) salary plan/grade for the Registered Nurse and Assistant Nurse Manager classifications shall be established as the salary plan/grade for the new consolidated classifications. The pre-existing Specialty Tier I (SPC-T1) salary plan/grade for the Pre-Hospital Liaison Nurse shall be established as the salary plan/grade for the new consolidated classification. Specialty Care and Critical Care premiums for the former Specialty Tiers and Specialty Classifications will no longer be included in the base rate of pay after the restructure. Differentials for critical and specialty care will be paid separately from base pay rate in accordance with the terms of this MOU.

The salary placement of bargaining unit employees in the new classifications above shall be the dollar amount that, when added to the employee's new critical or specialty care differential, is equal to the base rate of pay held by the employee immediately prior to the reclassification.

The salary placement of bargaining unit employees in the new classifications above who have been at the maximum of the salary range of their former classification for at least one (1) year or longer, shall be at the rate which is four percent (4%) higher than that paid on the range of the former classification, where the new range is able to accommodate the increase. In which case, the anniversary date following this realignment shall be the first day of the pay period following the completion of six (6) months in a paid status, not including overtime, in the new classification.

The anniversary date shall not change for all other employees who were not at the maximum of the salary range in their former classification for at least one year.

Employees in a Registered Nurse IV or V classification immediately prior to the effective date of the reclassification to Registered Nurse III will automatically be appointed as an Advanced Care RN I or II level, respectively, without additional application and continue under the same expectations required when classified as a Registered Nurse IV or V.

**B. Series Consolidation and Technical Title Change.**

Effective March 26, 2020, the following classifications shall be technical title changed to reflect the consolidated specialty tiers.

Title Post-Restructure	New Title After Clean Up
Registered Nurse I – SPC-T3	Registered Nurse I – MC/CHC
Registered Nurse II – SPC-T3	Registered Nurse II – MC/CHC
Registered Nurse III – SPC-T3	Registered Nurse III – MC/CHC
Assistant Nurse Manager – SPC-T3	Assistant Nurse Manager – MC/CHC
Pre Hospital Liaison Nurse – SPC T1	Pre Hospital Liaison Nurse
Nursing Education Instructor – SPC-T3	Nursing Education Instructor
Nurse Practitioner I – RCRMC	Nurse Practitioner I – MC/CHC
Nurse Practitioner II – RCRMC	Nurse Practitioner II – MC/CHC
Nurse Practitioner III – RCRMC	Nurse Practitioner III – MC/CHC
Nurse Practitioner III – RCRMC SPC T1	Nurse Practitioner III – RCRMC SPC T1 (D)

**C. Registered Nursing Salary Schedule Realignment.**

As part of the consolidation of the registered nursing classifications and elimination of Specialty Tiers and Classes, the salary schedule for the new consolidated classifications will be realigned as set forth below effective March 26, 2020:

**Registered Nurse Series:**

The current Registered Nurse SPC-T3 Series shall be used as the new baseline classification for Registered Nurses and Assistant Nurse Managers assigned to the RUHS Medical Center or Community Health Clinics. This is an approximate 6.5% increase to the baseline Registered Nurse classification series.

**Pre Hospital Liaison Nurse:**

Current Annual	Proposed Annual
\$68,859 - \$128,236	\$81,942 - \$128,236

Salary Adjustment of approximately 11% to the minimum of the salary range.

Nursing Education Instructor:

Current Annual	Proposed Annual
\$65,721 - \$117,635	\$80,837 - \$117,635

Salary Adjustment of approximately 15% to the minimum of the salary range.

Health System Nurse Case Manager I:

Current Annual	Proposed Annual
\$66,101 - \$95,808	\$75,390 - \$101,077

Salary Adjustment of approximately 6% to the minimum of the salary range and approximately 5.5% to the maximum of the salary range.

Health System Nurse Case Manager II:

Current Annual	Proposed Annual
\$76,460 - \$110,874	\$80,988 - \$116,972

Salary Adjustment of approximately 5.5% to the maximum of the salary range.

Institutional Nurse:

Current Annual	Proposed Annual
\$71,059 - \$111,735	\$81,677 - \$113,437

Salary Adjustment of approximately 7% to the minimum of the salary range.

Senior Institutional Nurse:

Current Annual	Proposed Annual
\$61,679 - \$123,670	\$88,114 - \$123,670

Salary Adjustment of approximately 35% to the minimum of the salary range.

Supervising Institutional Nurse:

Current Annual	Proposed Annual
\$64,708 - \$133,206	\$96,579 - \$133,206

Salary Adjustment of approximately 41% to the minimum of the salary range.

- D. No Harm Clause. Notwithstanding the implementation of the reclassification and realignment of registered nursing classifications, no employee shall suffer a loss of compensation as exists on the day the reclassification and realignment is implemented.

If, as a result of reclassifying the registered nursing classifications and removing the specialty care, critical care, and advanced care differentials from the base salary of those classifications, an employee experiences an actual loss in their normal wages (base salary plus the specialty care, critical care, or advanced care differentials) that would have otherwise not occurred had the existing model remained in place, the County and SEIU will immediately meet and confer to effectuate a remedy to address the employee's actual loss in their normal wages (base salary plus specialty care, critical care, or advanced care differentials). If, after meeting and conferring, the County and the Union are unable to agree on a remedy, the matter will be automatically submitted to final and binding arbitration pursuant to the grievance and arbitration procedure.

By the reclassification and uncoupling of specialty, critical care, and advanced care

differentials from base salary, it is not the intention of the County to prevent the specialty, critical care, and advanced care differentials from being pensionable compensation under the Public Employees Retirement Law.

Any loss in pay due to a medical leave of absence or an unapproved absence shall not be covered under this no harm clause.

## ARTICLE 30 PARITY

### Section 1. One-Time Parity Pool

Effective the first full pay period after July 1, 2021, a one-time, one-million-dollar (\$1,000,000) parity pool will be established for the purpose of making market adjustments to the salary range of selected classifications. Registered nursing classifications at RUHS-MC and RUHS-CHC are excluded from participation in the parity pool. SEIU and the County may advance proposed classifications for market adjustments out of the parity pool. The County and SEIU will meet and confer on the process by which classifications are selected for study of parity adjustment. The County will utilize the standard Class & Comp market survey procedure and comparable jurisdiction.

### Section 2. Salary Compaction

If during the term of this agreement, the maximum base salary of a supervisor's salary grade/plan for their classification is less than five and one-half percent (5.5%) of the maximum base salary for the classification held by a subordinate employee that is supervised by the supervisor, the employee or union may request a compaction evaluation according to this section. In comparing the maximum base salary of the supervisor's classification to that of the subordinate employee's classification, shift differentials, "DTR" adjustments, certification or licensure pay, overtime/stand-by/on-call pays, bi-lingual premiums, specialty assignment premiums, out-of-class pay, and similar exceptional premiums shall not be included in the base salary comparison.

The Human Resources Department will review the compaction issue by first evaluating the reporting relationship of the supervisor to the subordinate(s) to ensure appropriate reporting relationships and proper class use. If Human Resources determines that reporting relationships are not appropriate, Human Resources will develop a remedy to correct the reporting structure and communicate the issue and intended remedy to SEIU. Upon request by the Union, Human Resources will negotiate with SEIU on any proposed changes to negotiable subjects prior to making those proposed changes. The County shall not implement a remedy to correct the reporting relationship in an arbitrary or capricious manner in order to avoid adjusting the salary range of the supervisory classification.

At no time shall reductions in the hourly rates of pay or salary ranges in any subordinate classification result in any reductions in the hourly rates of pay or salary ranges of any employee in the Supervisory Unit.

Salary Adjustments due to Compaction. If it is determined that the reporting relationship between the supervisor's classification and the subordinate's classification is appropriate and that compaction exists, Human Resources and the union will meet and confer over salary adjustments to remedy the compaction. Supervisory classifications requiring salary

adjustment due to compaction will be adjusted so that the deficiency of less than 5.5% in the maximum base salary of the supervisory classification is corrected.

Prior Compaction Adjustments. The County shall not proactively review any prior remedies or salary adjustments granted pursuant to the 2012-2016 MOU compaction language or eliminate any prior remedy or salary adjustments made prior to the effective date of this MOU. No supervisory unit employee will suffer any reduction in their compensation as a result of this compaction article or any future compaction reviews.

### Section 3. Minimum Salary Market Adjustment

Effective the first full pay period after July 1, 2022, for those classifications identified by the County as having a minimum salary within their range that is below the market for the minimum salary of comparable classifications among comparable jurisdictions, the minimum salary of the classification's range will be increased to equal the median of the minimum salary of the comparable market. If an employee's salary is less than the new minimum salary of the range for their classification at the beginning of the pay period in which the market adjustment is implemented, that employee's salary shall concurrently receive an increase to an amount that equals the new minimum salary for the classification's salary range and in which case the employee's anniversary date will be the first day of that same pay period.

Market adjustments under this section shall be not be paid from the one-time parity pool in Section 1 of this Article.

## ARTICLE 31 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. Separate Payroll Deduction and Time Reporting Codes

- A. Insurance. The County agrees to provide SEIU with one (1) separate payroll deduction code for insurance related deductions.
- B. Release Time. The County agrees to provide SEIU with two (2) separate payroll codes for union related release time. The County shall provide SEIU with monthly reports on the use of the UNSEU time reporting code (TRC), by employee name, county employee identification number, job class title and department.

1. The following payroll code shall be established for use:
  - a. UNSER – Release Time to be reimbursed by SEIU Local 721
2. All requests for release time by the union shall be processed by the County within a reasonable time from receipt of the request.
3. Employees granted release time under this article shall not suffer any loss in compensation for actual hours released.
4. 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.
5. Release time under this provision shall be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least four (4) weeks prior to the date of the planned activity. In the event the union fails to provide such reasonable notice, the County may deny the request if the Employee's absence would negatively affect County services or operations.

### Section 3. Worksite Access

The Union 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 RUHS exist and make impracticable the ability of employees on other floors to be able to attend a meeting due to limited lunch breaks, the County agrees to make every effort to provide additional meeting rooms to address this issue. All meetings will be scheduled through Human Resources., and, at the time the request is made the request will be granted, provided that the meeting room requested has not been previously scheduled.

### Section 4. Education and Training Release Time

The County agrees to release SEIU represented employees for Union related education and training activities not to exceed an aggregate total of ten (10) minutes per represented employee per calendar year. Time spent training Stewards in the grievance procedure through the providing of release time to prepare for grievances/administrative interviews and Skelly hearings, will be charged to this Article/Section. The parties agree that up to fifty percent (50%) of this bank may be used for Steward activities.

Effective May 1, 2022; the County agrees to increase the aggregate total to fifteen (15) minutes per represented bargaining unit employee.

## Section 5. Stewards

Except as set out below, SEIU may elect or appoint one (1) Steward in each County department, one (1) additional Steward in departments with more than two hundred (200) SEIU members, and one (1) additional Steward in departments with more than five hundred (500) SEIU members in more than ten (10) geographical locations.

At RUHS, SEIU may elect or appoint five (5) stewards as follows: two (2) at the Medical Center, one (1) at the Arlington Campus, and two (2) at Correctional Health. At Department of Public Social Services, SEIU may elect or appoint eight (8) stewards as follows: three (3) in south County, three (3) in mid-County, and two (2) in the desert.

To avoid any conflict of interest, any Steward elected or appointed from the supervisory unit shall be limited to representing employees in the supervisory unit. 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, administrative interviews, or Skelly hearings, consistent with the representational rights granted by the *Meyers-Millias-Brown Act*. Stewards shall not be permitted to request preparation time pursuant to this Article. A Steward will not absent him/herself from his/her work without first obtaining the permission of the department. To obtain permission the Steward shall identify: 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.

Except as outlined below, the Steward will not be paid his/her regular wages while conducting steward business but will be permitted to use accumulated vacation and/or compensatory time, provided the use of such time does not result in the payment of overtime during that workweek. County will not pay for, nor shall the Steward be entitled to make any claim for, time spent on steward business during the Steward's non-regular working hours or for time spent on other union matters including, but not limited to, arbitration, PERB hearings, court, or depositions.

## Section 6. New Employee Orientation

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

## Section 7. SEIU Training Fund

The County will contribute one cent (\$0.01) per hour, for employees covered under the provisions of this MOU, for all regular hours compensated, to be allocated to the SEIU Local 721 Training Fund.

County and SEIU agree to look at training opportunities and funding for employees and families in labor-management meetings.

Employees may refer to the Educational Support Program website for further information on eligibility requirements, program policies & procedures, and the application process.

#### Section 8. Release Time for SEIU Local 721 Regional Council Meetings

Up to eight (8) County employees, who are authorized representatives of SEIU Local 721, shall be entitled to be released on one (1) regularly scheduled shift per month for the purpose of traveling to and attending the monthly meeting. Any hours used to attend such meetings which are in excess of those provided under the provisions of this section shall be taken without pay or charged against the appropriate representative's paid leave banks.

County employees assigned to work in 24/7 facilities, who are working other than on a day shift, shall be allowed additional release time in such a manner that the total amount of release time utilized by the union under this provision does not exceed eighty (80) hours per month.

SEIU agrees to provide the County with a minimum of two (2) month's advance notice for release time under this provision.

It is not the intent of this provision to create any additional overtime obligations to the County.

#### Section 9. Release Time for SEIU Local 721 Executive Board Meetings

Up to five (5) County employees, who are elected or appointed to the position of SEIU Local 721 Vice President, At-Large Vice President, Treasurer, Secretary, or Executive Board member shall be entitled to be released on one (1) regularly scheduled shift per month for the purpose of traveling to and attending the monthly meeting. Any hours used to attend such meetings under the provisions of this section shall be taken as an approved leave of absence charged against the appropriate representative's paid leave banks or the employee may remain on the County payroll and SEIU shall be obligated to reimburse the County based on actual costs for salary and benefits. The County will provide the Union with a detailed breakdown of these costs and said funds shall be paid by the Union upon receipt of bill.

#### Section 10. Release Time for the President of SEIU Local 721

The Union shall have the option to cause the County to release an employee elected or appointed to the position of President of SEIU Local 721 for full time work with the Union, while remaining on the County payroll. SEIU shall be obligated to reimburse the County. The reimbursement amount for the presidential leave shall be based on actual costs for salary and benefits with a detailed breakdown of these costs provided to the Union at least on a quarterly basis. Said funds shall be paid by the Union upon receipt of bill.

Upon return to full time work with the County, the employee shall only be entitled to return to their established classification and rate of pay. The County is not obligated to return the employee to their previous work assignment.



SEIU agrees to provide the County with a minimum of two (2) month's advance notice for release time under this provision.

### Section 11. 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 32 RUHS LOW CENSUS STAFFING (MEDICAL CENTER ONLY)

### Section 1. Low Census

Due to a low census in a critical care/specialty unit, RUHS may relieve Registered Nurses and Surgical Techs assigned to the unit from duty without pay in the following order: (1) RN's and Surgical Techs working an overtime shift; (2) volunteers; (3) per diems; (4) travelers; (5) RN's and Surgical Techs on regular shift in inverse seniority order. Notwithstanding (5), each unit will maintain a list of RN's and Surgical Techs who have been relieved from duty due to low census and will rotate low census relief from duty among employees. RUHS may leave a traveler nurse on duty in a low census unit and instead release a RN on a regular shift in the same unit only if RUHS compensates the RN as if the employee worked their entire shift.

### Section 2. Reduction in Staff

Clinical Staff who are currently qualified to work in another area of RUHS shall be reassigned to such other area provided the employee is expected to perform only those tasks and functions for which they are currently qualified to perform.

When it is necessary and unavoidable to relieve an employee from duty, employees will be relieved in the following order listed below. No registry/traveler employee, within the same unit, shall be allowed to work at the same time a Registered Nurse has been relieved of duty as result of low census.

1. Registry/Travelers
2. Any employees on overtime
3. Per Diem/Temporary employees
4. Volunteers
5. Full time employees on scheduled shift

### Section 3. Involuntary Low Census Day

At the discretion of RUHS management, employees may be relieved from duty without pay at any time it is determined that the patient census is such that their services are not immediately necessary. Reductions of staff shall be done in seniority with the least senior employee being affected, and shall be counted as an involuntary low census day. If the

least senior employee assigned to that shift has already received one (1) involuntary low census day, the next least senior employee not having already received an involuntary low census day shall be assigned an involuntary low census day until all employees have been assigned one (1) day on a rotating seniority basis.

- A. If an employee is relieved from duty during his/her shift, and the relief from duty is at least fifty percent (50%) of his/her shift, this shift shall be counted as an involuntary low census day. An involuntary low census day log will be maintained by RUHS-Medical Center.
- B. An employee who has been relieved from duty on what would otherwise be his/her regularly scheduled shift shall be allowed to utilize previously accrued comp-time, vacation, holiday, or annual leave hours to receive pay for that shift equal to that which the employee would have received had they not been relieved from duty. However, where RUHS relieves a RN on regular shift due to low census in a critical care/specialty care unit instead of relieving a traveler nurse in the same critical care/specialty care unit RUHS will compensate the RN as if the employee worked their entire shift
- C. An employee who has been relieved from duty on what would otherwise be his/her regularly scheduled shift will not be subject to a loss of benefits, excluding CalPERS service credit.
- D. Any regularly scheduled employee who is not notified at least two (2) hours prior to the start of their scheduled shift that they have been relieved from duty shall be allowed to report and work for at least two (2) hours. This minimum guarantee shall not apply if the County has contacted the clinician by telephone or text message at least two (2) hours prior to the beginning of the shift. Should RUHS make two (2) documented attempts to notify the staff member of a cancellation of shift but be unsuccessful in reaching the employee, they will be sent home and this pay provision will not apply. It will be the responsibility of the employee to maintain a current telephone number listed with the Staffing Office and their respective departments/units.

### ARTICLE 33 FAIRNESS AGREEMENT

#### Section 1. Fairness with LIUNA

If, during the term of this MOU, LIUNA is given a higher valued merit increase, a COLA, flex benefit contribution, or additional payments by the County on behalf of employees for benefits that are not already granted in this MOU, SEIU shall be granted the identical increases, in the same fashion as afforded to LIUNA. SEIU agrees that this provision shall not apply to any classification and compensation changes made to LIUNA classifications as a result of the normal classification and compensation study processes conducted by the County.

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

ARTICLE 34  
INTERNAL PARITY/REALIGNMENT

A. Health Care Social Worker

Effective December 20, 2018, employees in the classification of Health Care Social Worker shall be reclassified as outlined below:

Former Classification (Job Code)	New Classification (Job Code)
Health Care Social Worker (79824)	Children's Social Services Worker V (79810)

The step placement of bargaining unit employees in the Health Care Social Worker classification who have been at the top step of the salary range for at least one (1) year shall be at the rate which is two (2) steps higher than that paid on the range of the former position, where the new range is able to accommodate the increase. The anniversary date following this realignment shall be the first day of the pay period following the completion of 6 months in a paid status, not including overtime, in the new classification.

The step placement of bargaining unit employees in the Health Care Social Worker classification who have not been at the top step of the salary range for at least one (1) year shall be at the rate nearest to, but not below, their current rate of pay. The anniversary date shall not change.

B. Medical Social Worker

Effective December 20, 2018, employees in the classifications of Medical Social Worker I-II shall be reclassified as outlined below:

Former Classification (Job Code)	New Classification (Job Code)
Medical Social Worker I (79834)	Children's Social Services Worker V (79810)
Medical Social Worker II (79832)	Children's Social Services Worker V (79810)

The step placement of bargaining unit employees in the Medical Social Worker I-II classifications who have been at the top step of the salary range for at least one (1) year shall be at the rate which is two (2) steps higher than that paid on the range of the former position, where the new range is able to accommodate the increase. The anniversary date following this realignment shall be the first day of the pay period following the completion of 6 months in a paid status, not including overtime, in the new classification.

The step placement of bargaining unit employees in the Medical Social Worker I-II classifications who have not been at the top step of the salary range for at least one (1) year shall be at the rate nearest to, but not below, their current rate of pay. The anniversary date shall not change.

C. Social Services Worker Series

Effective December 20, 2018, employees in the classifications of Social Services Worker III-V and Social Services Supervisor I-II shall be reclassified as outlined below:

Former Classification (Job Code)	New Classification (Job Code)
Social Services Worker III (79875)	Children's Social Services Worker V (79810)
Social Services Worker IV (79876)	Children's Social Services Worker V (79810)
Social Services Worker V (79878)	Children's Social Services Worker V (79810)
Social Services Supervisor I (79879)	Children's Social Services Supervisor I (79811)
Social Services Supervisor II (79880)	Children's Social Services Supervisor II (79812)
Social Services Worker III – Blythe (79898) *	Children's Social Services Worker V (79810)
Social Services Worker IV – Blythe (79897) *	Children's Social Services Worker V (79810)
Social Services Worker V – Blythe (79896) *	Children's Social Services Worker V (79810)
Social Services Supervisor I – Blythe (79877) *	Children's Social Services Supervisor I (79811)
Social Services Supervisor II – Blythe (79887) *	Children's Social Services Supervisor II (79812)

The step placement of bargaining unit employees in the Social Services Worker III-V, Social Services Worker III-V – Blythe, Social Services Supervisor I-II, and Social Services Supervisor I-II – Blythe classifications who have been at the top step of the salary range for at least one (1) year shall be at the rate which is two (2) steps higher than that paid on the range of the former position, where the new range is able to accommodate the increase. The anniversary date following this realignment shall be the first day of the pay period following the completion of 6 months in a paid status, not including overtime, in the new classification.

The step placement of bargaining unit employees in the Social Services Worker III-V and Social Services Supervisor I-II classifications who have not been at the top step of the salary range for at least one (1) year shall be at the rate nearest to, but not below, their current rate of pay. The anniversary date shall not change.

\* Incumbents in a Blythe designated classification will have the current DTR removed and a new DTR differential will be applied in accordance with Article 6, Section 2.B Difficult-to-Recruit Positions.

D. Children's Social Services Worker Series

Effective December 20, 2018, employees in the classifications of Children's Social Services Worker III-V and Children's Social Services Supervisor I-II shall be reclassified

as outlined below:

Former Classification (Job Code)	New Classification (Job Code)
Children's Social Services Worker III (79808)	Children's Social Services Worker V (79810)
Children's Social Services Worker IV (79809)	Children's Social Services Worker V (79810)
Children's Social Services Worker III – Blythe (79826) *	Children's Social Services Worker V (79810)
Children's Social Services Worker IV – Blythe (79827) *	Children's Social Services Worker V (79810)
Children's Social Services Worker V – Blythe (79828) *	Children's Social Services Worker V (79810)
Children's Social Services Supervisor I – Blythe (79829) *	Children's Social Services Supervisor I (79811)
Children's Social Services Supervisor II – Blythe (79830) *	Children's Social Services Supervisor II (79812)

The step placement of bargaining unit employees in the Children's Social Services Worker III-IV, Children's Social Services Worker III-V – Blythe, Children's Social Services Supervisor I-II, and Children's Social Services Supervisor I-II – Blythe classifications who have been at the top step of the salary range for at least one (1) year shall be at the rate which is two (2) steps higher than that paid on the range of the former position, where the new range is able to accommodate the increase. The anniversary date following this realignment shall be the first day of the pay period following the completion of 6 months in a paid status, not including overtime, in the new classification.

The step placement of bargaining unit employees in the Children's Social Services Worker III-V and Children's Social Services Supervisor I-II classifications who have not been at the top step of the salary range for at least one (1) year shall be at the rate nearest to, but not below, their current rate of pay. The anniversary date shall not change.

\*Incumbents in a Blythe designated classification will have the current DTR removed and a new DTR differential will be applied in accordance with Article 6, Section 2.B Difficult-to-Recruit Positions.

#### E. Social Worker Series Consolidation and Technical Title Change

Effective December 20, 2018, the following classifications shall be technical title changed to reflect a consolidated Social Worker series.

Former Title (Job Code)	New Title (Job Code)
Social Services Worker I (79873)	Social Services Practitioner I (79873)
Social Services Worker II (79874)	Social Services Practitioner II (79874)
Children's Social Services Worker V (79810)	Social Services Practitioner III (79810)
Children's Social Services Supervisor I (79811)	Social Services Supervisor I (79811)

Children's Social Services Supervisor II (79812)	Social Services Supervisor II (79812)
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The resulting consolidated Social Worker series is as outlined:

Classification (Job Code)
Social Services Practitioner I (79873)
Social Services Practitioner II (79874)
Social Services Practitioner III (79810)
Social Services Supervisor I (79811)
Social Services Supervisor II (79812)

F. Social Worker Classification Inactivation

As a result of the above consolidation, the following classifications shall be inactivated.

Classification (Job Code)
Health Care Social Worker (79824)
Medical Social Worker I (79834)
Medical Social Worker II (79832)
Medical Social Worker Supervisor (79833)
Social Services Worker III (79875)
Social Services Worker IV (79876)
Social Services Worker V (79878)
Social Services Supervisor I (79879)
Social Services Supervisor II (79880)
Social Services Worker III – Blythe (79898)
Social Services Worker IV – Blythe (79897)
Social Services Worker V – Blythe (79896)
Social Services Supervisor I – Blythe (79877)
Social Services Supervisor II – Blythe (79887)
Children's Social Services Worker III (79808)
Children's Social Services Worker IV (79809)
Children's Social Services Worker III – Blythe (79826)
Children's Social Services Worker IV – Blythe (79827)
Children's Social Services Worker V – Blythe (79828)
Children's Social Services Supervisor I – Blythe (79829)
Children's Social Services Supervisor II – Blythe (79830)

**SIGNATURE PAGE**

Signed this 8th day of December, 2021, at Riverside, California

**COUNTY OF RIVERSIDE**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 721**



Brenda L. Diederichs  
Asst. CEO/Human Resources Director



Sarah M. Franco  
Assistant Human Resources Director



Jennifer Claar  
Managing Director of DPSS



Ryan Uhlenkott  
DPSS Deputy Director



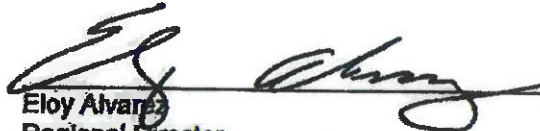
Rhyann Miller  
Behavioral Health Deputy Director



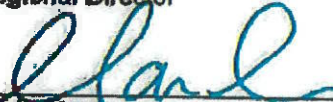
Clorissa Cacho  
Principal Human Resources Analyst



Aaron Cyr  
Principal Human Resources Analyst



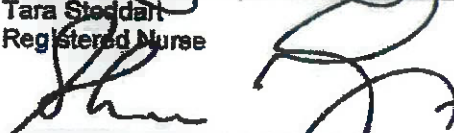
Eloy Alvarez  
Regional Director



Maria Myers  
General Counsel



Tara Stoddart  
Registered Nurse



Sharon Lynch  
Supervising Office Assistant



Donnelly Valdez  
Respiratory Therapist



Kenneth Bowling  
Clinical Therapist