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MEMORANDUM OF UNDERSTANDING

2000 – 2005

COUNTY OF RIVERSIDE

AND

Service Employees International Union, Local
1997, AFL-CIO, CLC

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DEFINITIONS

ADA shall mean the Americans with Disability Act of 1990

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

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

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

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

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

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 of the County of Riverside (Res. No. 99-379).

Family as used in the Memorandum of Understanding, shall mean a spouse, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership) child, child of a domestic partner, parent, brother, or sister of the employee.

FEHA shall mean the California Fair Employment and Housing Act.

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

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

IRS shall mean the United States Internal Revenue Service.

MOU shall mean the Memorandum of Understanding.

Neutral shall mean an independent third party 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.

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

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

PERB shall mean the California Public Employment Relations Board.

PERS or 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.

Post Employment Program shall mean the plan(s) available to qualifying employees upon leaving County service. VEBA and Special Pay Accounts are further defined at Art. VII(1)(F).

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

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

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

RCRMC shall mean the Riverside County Regional Medical Center.

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

Regular employee means a holder of a regular position.

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

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

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

SEIU shall mean the Service Employees International Union, Local 1997.

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

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

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

SUMMARY OF BENEFITS

This Summary of the Benefits is general information only. Details pertaining to these benefits can be found in the individual Articles of this Memorandum of Understanding between Riverside County and the Service Employees International Union, Local 1997 (SEIU). Should any conflict arise between this summary and the Articles, the Articles shall take precedence.

MEDICAL INSURANCE

Up to \$425.40 for flex benefits per month paid by the County on County plans with difference between premium deductions and \$425.40, if any, paid to employee. Effective pay period 14-04 (pay date July 7, 2004), the County's Flex Contribution shall increase to \$465.00 per month (\$232.50/biweek for 24 biweeks/year). Effective pay period 25-04 (pay date December 8, 2004), the County's Flex Contribution shall increase to \$512.00 per month (\$256.00/biweek for 24 biweeks/year). All represented employees whose last hire date is on or after November 11, 2004 will be required to select a medical plan as part of their Flexible Benefit Election each year, and will not have the option of waiving all medical coverage. Those who fail to timely elect medical coverage will be placed in the lowest-priced employee-only medical plan available.

Represented employees whose most recent hire date is prior to November 11, 2004 will have the option of waiving medical coverage if they provide proof of coverage under another group medical plan. The County's Flex Contribution available for other benefits or cash is \$425.40 per month (\$212.70/biweek for 24 biweeks/year) and will remain at that level for the term of this MOU. Regular part time employees who work 20-29 hours per week receive 1/2 benefits and 30-39 hours per week receive 3/4 benefits.

OPTICAL INSURANCE

(Inclusion in County Flex Benefit Plan) The County agreed to provide an optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing County contributions or employees contributions (no additional County contribution shall be made for this benefit in this existing County flex benefit contribution). An employee option for optical insurance only does not qualify the employee for cash back.

PRORATED HEALTH INSURANCE CONTRIBUTION

The County will pay the health insurance contribution for part time regular employees on the following basis:

Employees working 20 to 29 hours per week - 50% of the County's maximum contribution for full time regular employees per month per employee for major medical coverage.

Employees working 30 to 39 hours per week - 75% of the County's maximum contribution for full time regular employees per month per employee for major medical coverage.

VACATION

0-3 years: 80 hours; 4-9 years: 120 hours; over 9 years: 160 hours. May accumulate up to 480 hours.

HOLIDAYS

Normally 12 per year.

HOLIDAYS WORKED

An employee who is regularly scheduled to work on a paid holiday is paid at the regular rate for time actually worked and is entitled to eight hours of holiday pay or compensatory time off.

RETIREMENT

Public Employees Retirement System (PERS) "MISCELLANEOUS" status: 2% at 55; single highest year modified for Social Security, post retirement survivor's benefit. New employees pay the employee contribution for the first five

years. Effective July 11, 2002, 3%@60 per Section 21354.3 of the Public Employees Retirement Law. County to pay the 1% additional cost of 3%@60 for persons employed on or before July 11, 2002. Those employed after July 11, 2002, shall pay the additional 1% for the first five years of employment.

DEFERRED
COMPENSATION

Available to employees through Nationwide Retirement Solutions (www.nrsretire.com) and Variable Annuity Life Insurance Company (VALIC) (www.valic.com).

SICK LEAVE ACCRUAL

Payoff - 50% of accrued hours, to maximum of 960 hours, upon retirement, disability retirement, or death after a minimum of 5 years service. An optional deferred payment plan is available.

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 10 calendar days of absence and use of accrued leave time thereafter to make up the difference between temporary disability and full salary.

SHORT TERM
DISABILITY

Paid by County. Not State Disability, County does not pay into State Disability.

POST-EMPLOYMENT
PROGRAM

Post Employment Program: Effective pay period beginning July 8, 2004, (pay date August 4, 2004) for each regular employee covered under this Memorandum of Understanding who is separating from County employment, 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.

ARTICLE I
TERM

Section 1. Term. This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Service Employees International Union, Local 1997, (hereinafter referred to as SEIU) as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This Memorandum of Understanding is in effect from June 29, 2000, to midnight, December 31, 2005. 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.

Section 2. Successor Agreement. In the event SEIU desires to negotiate a successor Memorandum of Understanding, SEIU shall serve on the County, during the period of 150 days to 120 days prior to the expiration of the current MOU, its full and written request to commence negotiations for such successor Memorandum of Understanding.

Upon receipt of such written notice, the County and SEIU shall, within thirty (30) days, present proposals. Negotiations shall begin within thirty (30) days after receipt of SEIU's request unless otherwise agreed to by the parties. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

ARTICLE II
RECOGNITION

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

- | | |
|----------------------|-----------------|
| A. Para-Professional | B. Professional |
| C. Registered Nurses | D. Supervisory |

The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to "regular" or "seasonal" employee(s) 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 of the County of Riverside (Res. No. 99-379).

ARTICLE III
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify 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 Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

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

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

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

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

E. The County retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its constituent departments, boards, and

commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.

It also retains the sole right to administer the Local Merit System, to classify or reclassify positions, add or delete positions or classes; to establish standards for employment, promotion, and transfer of employees; to establish and enforce safety measures to protect employee and/or the public; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, contract out and/or transfer work out of the unit, and to relieve its employees from duty for lack of work or other legitimate reasons. The County retains the right to be the sole judge of the qualifications and competence of its officers and employees.

The County reserves the right to take whatever action may be necessary in an emergency situation; however, SEIU shall be notified promptly of any such emergency action which affects matters within the scope of representation.

The County agrees that it will not exercise the foregoing management rights in an arbitrary or capricious manner.

ARTICLE IV WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

Work-Period. The normal work period shall be 10 working days of 8 hours each. A department head with prior approval of the County Executive Officer and the Human Resources Director may establish or eliminate a different biweekly work period of 80 hours after giving one pay period written notice to the representative, if any, of the employees affected.

A. Effective July 1, 1999, SEIU agrees that the County shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule assignments during the remaining term of this agreement.

B. Professional Hours-DPSS. The parties agree that flex schedules shall be made available for Social Service Workers I, II, III, IV, and V, Employment Services Counselor I and II, in D.P.S.S. under the following conditions:

1. Employees are required to work a full 40 hours per week and a full 80 hour biweekly work period or be in pay status. Employees shall not work over 40 hours per week without prior written approval to do so by his or her supervisor in cases where there is urgent necessity or extenuating emergency circumstances to so work.

2. No overtime shall be paid for over 8 hours worked per day. The application of Section 2(A) of this Article shall not apply as it pertains to overtime after 8 hours in a day. The only overtime that shall be paid under this Memorandum shall be that of the provisions of the Fair Labor Standards Act for approved overtime work which is over 40 hours per week.

3. In order for an employee to be under the flex hours provision, he/she must continue to maintain the work load assigned within the 40 hour 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 which the department requires the employee to attend. It is mandatory for an employee to complete the client contact sheet daily and follow any other requirement in the department's policy, procedures and handbook. It is incumbent on the employee to keep abreast of all events which affect his/her schedule. Probationary employees and employees who do not meet the required work standard where closer supervision is necessary shall not be eligible for the flex hours scheduling. The department has the absolute and exclusive right to return an employee to the previous or normal work period should an employee not comply with the conditions of this memorandum. Should a grievance be filed against the department for the removal of an employee from this flex schedule the burden of proof is upon the employee to show that the department did not have cause for such action. Cause is based on failure of the employee to follow conditional requirements stated in this memorandum. Removal from the flex time schedule shall not be interpreted as disciplinary action.

Example of Flex Schedules:

	M	T	W	Th	F		M	T	W	Th	F
Hrs.	9	7	10	6	8=40		12	8	9	7	4=40

80 TOTAL HOURS
BIWEEKLY

Section 2. Overtime

A. Overtime Work Defined. Overtime work is authorized work in excess of 8 hours in one day, or in excess of the maximum hours of the established work day in other than a normal work period, or in excess of 80 hours in a work period, or work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status. It does not include regularly scheduled work on a paid holiday for which the employee is entitled to equal compensatory time off.

B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the department head or a designated subordinate.

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

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

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

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

E. Compensation for Overtime Work. Accumulated overtime credit in excess of 120 hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit after 40 hours may at the election of the employee, be accumulated as overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated overtime credit of 120 hours or less may be taken in compensatory time off, subject to management approval, and this method of reducing accumulated overtime credit is encouraged. With approval of the County Executive Officer, accumulated overtime credit of 120 hours or less may be paid for. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid for. Overtime caused by duly authorized continuing and regular work periods longer than 80 hours, or by seasonal overtime work, if authorized by the County Executive Officer in advance, shall be currently paid for.

F. Fringe Benefits not Affected by Overtime. Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or salary step advance. Where overtime results from necessary irregular work schedules, it may be included in computing the minimum time for salary step advance which would otherwise be delayed beyond the normal period.

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

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

H. Payment of Comp. Time

1. Registered Nurses Unit. Any Registered Nurse who is a member of the Registered Nurse Unit who has, at the expiration of each prescribed pay period, any compensatory time off benefits that have not been utilized shall be paid for such compensatory time by County Warrant, or the employee may elect to accumulate compensatory time off benefits up to a maximum of 120 hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the department head or a designee.

2. Para-Professional Unit. Any

Respiratory Therapist
Respiratory Technician I and II
Licensed Vocational Nurse I and II

Respiratory Therapist-Registered
Licensed Psychiatric Technician
Surgical Technicians

working for the Riverside County Regional Medical Center or Psychiatric Inpatient Facility who has, at the expiration of each prescribed pay period, any compensatory time off benefits that have not been utilized shall be paid for such compensatory time by County Warrant, or the employee may elect to accumulate compensatory time off benefits up to a maximum of 120 hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the department head or a designee.

3. Supervisory Unit. Any

Assistant Nurse Manager
Pre-Hospital Liaison Nurse
Supervising Clinic Site Nurse

Nursing Education Instructor
Senior Respiratory Therapist
Utilization Review Supervisor

working for the Riverside County Regional Medical Center or Psychiatric Inpatient Facility or Public Health, or any Registered Nurse who is a member of the Registered Nurse Unit who has, at the expiration of each prescribed pay period, any compensatory time off benefits that have not been utilized shall be paid for such compensatory time by County Warrant, or the employee may elect to accumulate compensatory time off benefits up to a maximum of 120 hours. The accumulated compensatory time off benefits set forth in this subsection may only be utilized by mutual agreement of the employee and the department head or a designee.

I. Declared Natural Disaster. In the event and during the period of an officially declared natural disaster affecting any portion of the County of Riverside, and

notwithstanding any other provision of this Memorandum, the following provisions shall apply:

1. Any Officer, in order to perform the work of the department or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of their employment.
2. For the same purpose, any Officer may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.
3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this Memorandum who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
4. The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half times the hourly rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

Section 3. Premium Pay

A.1. Standby Call Duty. Unless otherwise specifically provided, when placed by the department head specifically on standby or call duty, an employee otherwise off duty shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. Said compensation shall be in addition to said employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

A.2. Standby Call Duty, Physician Assistant-Adult Detention. Whenever authorized by the Board of Supervisors by Resolution and when placed by the department head specifically on standby or call duty, any Physician Assistant-Adult Detention working for Riverside County Regional Medical Center, Mental Health Psychiatric Inpatient Facility or Probation Department Institution shall be compensated for such service by payment of \$3.00 per hour for each hour of standby or professional call service. Said compensation shall be in addition to said employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

A.3. When placed by the department head specifically on standby or call duty, any:

Assistant Nurse Manager

Institutional Nurse

Nursing Education Instructor
Pre Hospital Liaison Nurse
Senior Institutional Nurse
Utilization Review Supervisor

Physician Assistant-Adult Detention
Registered Nurse I, II, III, IV or V
Supervising Institutional Nurse

working for Riverside County Regional Medical Center, Mental Health Psychiatric Inpatient Facility or Probation Department Institution shall be compensated for such service by payment of \$3.30 per hour for each hour of standby or call service except for Registered Nurses assigned to operating room, recovery room, hemodialysis, and cell saver who shall be compensated for such a service by payment of \$3.75 per hour for each hour of standby or call service. Said compensation shall be in addition to said employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

A.4. When placed by the department head specifically on standby or call duty, any:

Electroencephalographic Technician	Radiology Technician I and II
Licensed Vocational Nurse I and II	Respiratory Technician I and II
Licensed Vocational Nurse-Adult Detention	Respiratory Therapist-Registered Respiratory Therapist
Licensed Psychiatric Technician	Surgical Technician

working for Riverside County Regional Medical Center, Mental Health Psychiatric Inpatient Facility shall be compensated for such service by payment of \$3.00 per hour for each hour of standby or call duty. Said compensation shall be in addition to said employee's regular salary entitlement. Said compensation shall cease when said employee reports to work.

A.5. When authorized by the Board of Supervisors by Resolution and when placed by the department head specifically on standby or call duty, any Radiologic Specialist I or II shall be compensated for such service by payment of \$3.75 per hour for each hour of standby or call duty. Said compensation shall be in addition to said employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

A.6 Whenever authorized by the Board of Supervisors by Resolution and when placed by the department head specifically on standby or call duty, any Supervising Medical Transportation Technician shall be compensated for such service by payment of \$1.20 per hour for each hour of actual standby or call service. Said compensation shall be in addition to said employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

B. Minimum Overtime on Call-Back. Except as hereinafter otherwise provided, an employee called back to work to meet an emergency on an overtime basis, whether or not he/she is in a standby or call duty status, shall receive minimum credit for one hours' work.

1. Registered Nurses. Except as hereinafter otherwise provided, any Registered Nurse who is a member of the Registered Nurses or Supervisory Unit as defined in Employee Relations Resolution No. 99-379 who is called back to work to meet an emergency on an overtime basis, whether or not he/she is in a standby or call duty status, shall receive minimum credit for three (3) hours' work.

2. Except as hereinafter otherwise provided, any Licensed Vocational Nurse or Licensed Psychiatric Technician who is a member of the Para Professional Unit as defined in Employee Relations Resolution with the County (Resolution N. 99-379), Senior Respiratory Therapist, Respiratory Therapist, Respiratory Therapist-Registered, Respiratory Technician I and II, Radiologic Technologist I and II, Radiologic Specialist I and II, and Physician Assistant who is called back to work to meet an emergency on an overtime basis, whether or not he/she is in a standby or call duty status, shall receive minimum credit for three (3) hours' work.

C. Double Time

1. Any Physician Assistant-Adult Detention working for the Riverside County Regional Medical Center, Mental Health Psychiatric Inpatient Facility or a Probation Department Institution shall be entitled to double time for all hours worked after 12 hours of continuous duty.

2. Notwithstanding any other provisions of Section B. any Licensed Vocational Nurse, Licensed Psychiatric Technician or Surgical Technician shall be entitled to double time for all hours worked after 12 hours of continuous duty.

3. Any Physician Assistant-Adult Detention working for the Riverside County Regional Medical Center, Mental Health Psychiatric Inpatient Facility or a Probation Department Institution who are required to work on a non-scheduled weekend, in addition to their regular schedule on any shifts occurring between 3:00 p.m. Friday and ending on or before 7:30 a.m. Monday, shall receive double their hourly rate of pay for hours worked during such non-scheduled weekend.

4. Any Nurse in the following classifications of:

Assistant Nurse Manager	Institutional Nurse
Interim Permit Nurse	Nursing Education Instructor
Nurse Practitioner I, II and III	Pre-Hospital Liaison Nurse
Public Health Nurse I, II, III, IV, or V	Registered Nurse I, II, III, IV or V
Senior Institutional Nurse	Senior Public Health Nurse
Supervising Institutional Nurse	

working for the Riverside County Regional Medical Center, Psychiatric Inpatient facility, or Public Health, or a Probation department Institution shall be entitled to double time for all hours worked after 12 hours of continuous duty.

5. Regular and Seasonal employees working for the Riverside County Regional Medical Center, Mental Health Psychiatric Inpatient facility, Public Health, or a Probation Department Institution in the following classifications:

Assistant Nurse Manager	Institutional Nurse
Interim Permit Nurse	Licensed Psychiatric Technician
Licensed Vocational Nurse I and II	Licensed Vocational Nurse – Adult Detention
Nursing Education Instructor	Nurse Practitioner I, II and III
Pre-Hospital Liaison Nurse	Public Health Nurse I, II, III, IV or V
Registered Nurse I, II, III, IV or V	Respiratory Technician I and II
Respiratory Therapist	Respiratory Therapist – Registered
Senior Institutional Nurse	Senior Public Health Nurse
Senior Respiratory Therapist	Supervising Institutional Nurse
Surgical Technician	Utilization Review Supervisor

who are required to work on a non-scheduled weekend, in addition to their regular schedule on any shifts occurring between 3:00 p.m. Friday and ending on or before 7:30 a.m. Monday, shall receive double their hourly rate of pay for hours worked during such non-scheduled weekend.

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

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

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

E. Shift Differential

1. Applicability of Shift Differentials. Shift differentials do not apply to vacation, sick leave, holiday pay, call 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.

2. Evening Shift. County employees whose classes are not specifically mentioned in other sections of this Memorandum, working their regularly scheduled

shift that ends after 6:00 p.m. and who perform work between the hours of 3:00 p.m. and 11:30 p.m., shall be paid a night differential of \$.60 per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.

3. Night Shift. County employees whose classes are not specifically mentioned in other sections of this Memorandum working their regularly scheduled shift that ends after 11:00 p.m. and who perform work between the hours of 11:00 p.m. and 7:30 a.m. shall be paid a night differential of \$1.20 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

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

Physician I, II, III Psychiatrist I, II, III Psychiatrist IM, IIM, IIIM

5. Employees working at the Riverside County Regional Medical Center, Mental Health Psychiatric Inpatient Treatment Facility or a Probation Department Institution in the following classifications:

Nursing Education Instructor Nurse Practitioner I, II and, III
Physician Assistant-Adult Detention

or any Registered Nurse I, II, III, IV or V or Public Health Nurse I, II, III, IV, V and Senior working in any Riverside County outpatient clinic, who work between the hours of:

(a) 3:00 p.m. and 11:30 p.m. shall be paid an evening differential of \$1.60 per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.;

(b) 11:00 p.m. and 7:30 a.m. shall be paid a night differential of \$2.45 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

(c) For those regular employees whose work period is other than ten (10) days of eight (8) hours each day, the evening shift differential shall be paid for time actually worked between the hours of 3:00 p.m. and 11:30 p.m., and the night shift differential between 11:00 p.m. and 7:30 a.m. This provision applies to Physician Assistant-Adult Detention or Registered Nurses working on a scheduled or unscheduled basis, including overtime.

Registered Nurses and Public Health Nurses who work outpatient clinic at Riverside County Regional Medical Center in a Registered Nurse classification shall be paid differential rates set forth in a. and b. above only for those hours actually worked between the hours of 5:00 p.m. and 7:00 a.m.

6. Employees working at the Riverside County Regional Medical Center, Mental Health Psychiatric Inpatient Treatment facility or a Probation Department Institution in the following classifications:

Institutional Nurse	Nurse Practitioner I, II, and III
Pre Hospital Liaison Nurse	Senior Institutional Nurse
Supervising Institutional Nurse	

who work between the hours of:

(a) 3:00 p.m. and 11:30 p.m. shall be paid an evening shift differential of \$2.00 per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.

(b) 11:00 p.m. and 7:30 a.m. shall be paid a night shift differential of \$3.00 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

For those regular employees whose work period is other than ten (10) days of eight (8) hours each day, the evening shift differential shall be paid for time actually worked between the hours of 3:00 p.m. and 11:30 p.m., and the night shift differential between 11:00 p.m. and 7:30 a.m. This provision applies to Physician Assistant-Adult Detention or Registered Nurses working on a scheduled or unscheduled basis, including overtime.

7. Employees working at the Riverside County Regional Medical Center in the following classifications:

Assistant Nurse Manager	Interim Permit Nurse
Public Health Nurse I, II, III, IV, and V	Registered Nurse I, II, III, IV, and V
Senior Public Health Nurse	

who work between the hours of:

(a) 3:00 p.m. and 11:30 p.m. shall be paid an evening shift differential of \$2.00 per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.

(b) 11:00 p.m. and 7:30 a.m. shall be paid a night shift differential of \$5.00 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

For those regular employees whose work period is other than ten (10) days of eight (8) hours each day, the evening shift differential shall be paid for time actually worked between the hours of 3:00 p.m. and 11:30 p.m., and the night shift differential between 11:00 p.m. and 7:30 a.m. This provision applies to Physician Assistant-Adult Detention or Registered Nurses working on a scheduled or unscheduled basis, including overtime.

8. Employees working at the Mental Health Psychiatric Inpatient Treatment facility in the following classifications:

Assistant Nurse Manager	Interim Permit Nurse
Public Health Nurse I, II, III, IV, and V	Registered Nurse I, II, III, IV, and V
Senior Public Health Nurse	

who work between the hours of:

(a) 3:00 p.m. and 11:30 p.m. shall be paid an evening shift differential of \$4.00 per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.

(b) 11:00 p.m. and 7:30 a.m. shall be paid a night shift differential of \$5.00 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

For those regular employees whose work period is other than ten (10) days of eight (8) hours each day, the evening shift differential shall be paid for time actually worked between the hours of 3:00 p.m. and 11:30 p.m., and the night shift differential between 11:00 p.m. and 7:30 a.m. This provision applies to Physician Assistant-Adult Detention or Registered Nurses working on a scheduled or unscheduled basis, including overtime.

9. Employees working at the Riverside County Regional Medical Center, Mental Health Psychiatric Inpatient Treatment Facility on a scheduled or unscheduled basis, including overtime, in the following classifications:

Interim Permit Psychiatric Technician	Interim Permit Vocational Nurse
Licensed Vocational Nurse I, II	Licensed Psychiatric Technician
Surgical Technicians	

who work between the hours of:

(a) 3:00 p.m. and 11:30 p.m. shall be paid an evening differential of \$1.00 per hour (\$1.10 per hour for Licensed Vocational Nurse I, II, Licensed Psychiatric Technician, and Surgical Technician) for the time actually worked between 3:00 p.m. and 11:30 p.m.;

(b) 11:00 p.m. and 7:30 a.m. shall be paid a night differential of \$1.55 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

Licensed Vocational Nurses who work in the outpatient clinic at Riverside County Regional Medical Center in a Licensed Vocational Nurse classification shall be paid differential rates set forth in (a) and (b) above only for the hours actually

worked between the hours of 5:00 p.m. and 7:00 a.m. This differential rate does not apply to vacation, sick leave, or holiday pay.

10. Employees working at Riverside County Regional Medical Center in the classifications of

Assistant Chief of Respiratory Therapy
Respiratory Therapist-Registered
Respiratory Technician I and II

Senior Respiratory Therapist
Respiratory Therapist

who work between the hours of:

(a) 3:00 p.m. and 11:30 p.m. shall be paid an evening differential of \$1.00 per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.;

(b) 11:00 p.m. and 7:30 a.m. shall be paid a night differential of \$1.55 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

(c) Employees in the above classes of this subsection who work day shift shall be paid differential rates set forth in a. and b. above only for the hours actually worked between the hours of 5:00 p.m. and 7:00 a.m.

11. Employees working in the classifications of:

Pharmacist
Clinical Pharmacist

Senior Pharmacist
Senior Clinical Pharmacist

shall be paid a shift differential of:

a. \$1.70 per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.; and

b. \$2.75 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

12. Employees working in the classifications of:

Electroencephalographic Technician
Radiologic Specialist
Radiologic Technologist I
Radiologic Technologist Supervisor

Electroencephalographic Technician, Registered
Radiologic Specialist I
Radiologic Technologist II
Senior Radiologic Technologist

shall be paid a shift differential of:

a. \$1.00 per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.; and

b. \$1.55 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

13. The regular employee classifications of Senior Public Safety Communications Officer and Sheriff's Communications Supervisor whose regular work period is other than ten (10) days of eight (8) hours each day, shift differential shall be paid for time actually worked between the hours of 3:00 p.m. and 7:00 a.m.

F. Bilingual Pay

Scope:

This 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.

Eligibility Factors:

Eligibility Factors require use of a second language at least five times per week or once per day for eligibility.

Skill Levels:

Definitions of Skill Levels:

Level 1: Basic Oral Communication

Employees at this level perform bilingual translation

Level 2: Task Completion

Employees at this level perform bilingual translation as well as written translation.

Level 3: Written translation, and medical and legal interpretation

Employees at this level perform complex verbal and written translation.

Compensation

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

Level 1: \$40 per pay period

Level 2: \$60 per pay period

Level 3: \$80 per pay period

Testing Administration

Oral and written examinations will be developed with labor management and will be administered as follows:

- Level 1: Basic oral/reading test
- Level 2: Written
- Level 3: Complex Level Written

- Level 1: Administered by Human Resources Testing Center
- Level 2: Administered by Human Resources Testing Center
- Level 3: Administered by Human Resources Testing Center

Plan Implementation

The Bilingual Pay Program, approved by the Board of Supervisors on June 29, 2004, will be administered by Human Resources.

All current County employees receiving bilingual pay will continue to receive the rate of pay they are receiving, as long as they continue in their current position. Qualified employees, whose positions are designated by Departmental Supervisors as requiring/desiring bilingual skills, are encouraged to test for higher skill levels if required by the department.

Designation of positions eligible to receive bilingual pay is the responsibility of the supervisor with the approval of Human Resources. All future recruitments for a position designated as such would include the requirement of bilingual skills.

Payments for part-time employees will be pro-rated based on the hours worked.

G. Special Medical Care Assignments. All Registered Nursing personnel assigned to a specialty care area as a primary unit must meet the unit certification requirements within twelve (12) months after assignment to a specialty unit.

1. Critical Care Requirements. To be eligible for critical care differential an employee (a) must work in critical care areas as follows: ACCU, Recovery Room, Neuro ICU, Peds ICU, Emergency Room, Dialysis, Operating Room, Neonatal Intensive Care Nursery, Labor and Delivery; and (b) must have completed the course(s) required to qualify for critical care differential. Course requirements for each unit are indicated below.

<u>UNIT</u>	<u>REQUIREMENT</u>
ACCU	BCC, ACLS and Hemodynamic Monitoring
Recovery Room	BCC & ACLS and Hemodynamic Monitoring or certification by the American Board of Post Anesthesia Nursing
Neuro ICU	BCC, ACLS and Hemodynamic Monitoring

Emergency Room	MICN or ACLS & BCC
Dialysis	Dialysis certification - Riverside County Regional Medical Center with recertification required every two years on anniversary date of original certification date <u>or</u> National certification by the Association of Operating Room Nurses.
Operating Room	Operating Room certification - Riverside County Regional Medical Center with recertification required every two years on anniversary date of original certification date <u>or</u> National certification by the Association of Operating Room Nurses
Labor & Delivery	Fetal Monitoring and Neonatal Advanced Life Support (NALS)
Peds ICU	Basic Pediatrics Course, Cardiac Monitoring Class and Pediatric Advanced Life Support (PALS)
IC Nursery	Perinatal Course (High Risk Infant I & II) and Neonatal Advanced Life Support (NALS)

ACCU = Adult Critical Care Unit ACLS = Advanced Cardiac Life Support Course
 BCC = Basic Coronary Care Unit CCU = Critical Care Unit
 MICN = Mobile Intensive Care Nurse NALS = Neonatal Advanced Life Support
 PALS = Pediatric Advanced Life Support

The Nursing Office, Human Resources Department, and/or Staff Development Office will advise all Registered Nurses working in critical care areas as to their status of certification. This shall include all certificates needed and names, dates, time(s), and places when courses will be given. As many courses as deemed practical shall be arranged by the Nursing Office with every attempt being made to supply at least two courses in each critical care certification area per year.

2. Critical care - Registered Nurses. Any Nurse in the following classifications of:

Assistant Nurse Manager	Pre Hospital Liaison Nurse
Public Health Nurse I, II, III, IV or V	Registered Nurse I, II, III, IV, and V
Respiratory Therapist	Senior Public Health Nurse

shall receive a salary differential of \$2.00 per hour above the regular rate of pay while performing services in these units:

Emergency Room
 Operating Room/Recovery
 Critical Care Units
 Labor and Delivery

Any nurse in the following classifications of

Interim Permit Nurse
Nurse Practitioner I, II, and III

Nursing Education Instructor

working for the Riverside County Regional Medical Center shall be entitled to a salary differential of \$1.10 per hour above their regular rate of pay when assigned in the following critical care areas:

Adult Critical Care Unit (ACCU)	Dialysis
Coronary Care Unit (CCU)	Intensive Care Unit (ICU)
Emergency Room (E.R.)	Labor and Delivery
Intensive Care Nursery	Operating Room (O.R.)
Neuro Intensive Care Unit (Neuro ICU)	Recovery Room.
Peds Intensive Care Unit (Peds ICU)	

No critical care differential will be paid for working in the critical care area (as herein defined) unless proof of certificate, as required, is on file with the Personnel Officer at the Riverside County Regional Medical Center. Newly hired employees must have or obtain required certification prior to receiving any critical care differential. The Nursing Office, Human Resources Department and/or Staff Development Office will advise all Registered Nurses working in critical care areas as to their status of certification. This shall include certificates needed and names, dates, time(s), and places when courses will be given.

As many courses as deemed practicable shall be arranged by the Nursing Office with every attempt being made to supply at least two courses in each critical care certification area per year. Registered Nurses working in critical care areas at the time the certification course is being given will have preference; first for those regularly scheduled to work in critical care areas and then to those who are floated into critical care areas. A good faith effort in scheduling will be made to minimize financial hardship resulting from the taking of certification courses. Equal compensatory time off may be granted for certification course attendance.

Any nurse in the following classifications of:

Assistant Nurse Manager
Nurse Practitioner I, II, and III
Pre-Hospital Liaison Nurse

Interim Permit Nurse
Registered Nurse I, II, III, IV or V

working for the Riverside County Regional Medical Center shall be entitled to a salary differential of \$1.00 an hour above their regular rate of pay when assigned to Mobile Intensive Care area and has a Mobile Intensive Care Nurse (MICN) certificate.

Float Critical Care. When a Registered Nurse is regularly assigned to a critical care area but is requested by hospital supervision to float or is temporarily assigned to a non-critical care area, critical care differential shall continue to be paid during such temporary assignment.

2. A. Critical Care - Registered Nurses. Any Nurse in the following classifications of:

Assistant Nurse Manager	Public Health Nurse I, II, III, IV or V
Registered Nurse I, II, III, IV or V	Senior Public Health Nurse

shall receive a salary differential of \$2.00 per hour above the regular rate of pay while performing services in the Psychiatric Inpatient Treatment Facility in Unit A and Emergency Treatment Services (ETS) Unit.

To be eligible for the above critical care differential, an employee must:

1. Work in Unit A or ETS of the Inpatient Treatment Facility, and must be certified in all of the course requirements below:

Requirements

- Management of Assaultive Behavior Training (MAB)
- Specialized LPS Legal in-service training by in-house staff/County Counsel/Public Defender
- Fifty-one Fifty Designation Training
- Advanced Cardiac Life (ACLS) training
- Six (6) months of Psychiatric Nursing experience.

- B. (1.) Critical Care - Registered Nurses. Any Nurse in the following classifications of:

Assistant Nurse Manager	Public Health Nurse I, II, III, IV or V
Registered Nurse I, II, III, IV or V	Senior Public Health Nurse

shall receive a salary differential of \$2.00 per hour above the regular rate of pay while performing services in a 5150 designated facility.

To be eligible for the above critical care differential, an employee must:

1. Work in a Mental Health 5150 designated facility and must be certified in all of the course requirements below:

Requirements

- Management of Assaultive Behavior Training (MAB)
- Specialized LPS Legal in-service training by in-house staff/County Counsel/Public Defender
- Fifty-one Fifty Designation Training
- Six (6) months of Psychiatric Nursing experience.
- Advanced Cardiac Life (ACLS) training

B. (2.) Critical Care - Registered Nurses. Any Nurse in the following classifications of:

Assistant Nurse Manager	Public Health Nurse I, II, III, IV or V
Registered Nurse I, II, III, IV or V	Senior Public Health Nurse

shall receive a salary differential of \$1.00 per hour above the regular rate of pay while performing services in a Mental Health 5150 designated facility.

To be eligible for the above critical care differential, an employee must:

Work in a Mental Health 5150 designated facility and must be certified in all of the course requirements below:

Requirements

- Management of Assaultive Behavior Training (MAB)
- Specialized LPS Legal in-service training by in-house staff/County Counsel/Public Defender
- 5150 Training
- Six (6) months of Psychiatric Nursing experience.

3. In-Charge - Registered Nurses.

a. Any Registered Nurse I, II, III, IV or V working for the Riverside County Regional Medical Center temporarily assigned to perform the duties of an Assistant Nurse Manager for one-half of a work shift or longer, shall be compensated during such temporary assignment at a rate of \$2.00 per hour higher.

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

b. Any Registered Nurse I, II, III, IV or V working for the Riverside County Regional Medical Center or Mental Health Psychiatric Inpatient Facility temporarily assigned to perform the duties of a Supervising Clinic Site Nurse for one-half of a

work shift or longer, shall be compensated during such temporary assignment at a rate of \$1.15 per hour higher.

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

4. In-Charge - Other Medical Classes. Any Licensed Vocational Nurse I and II or Licensed Psychiatric Technician of the Para-Professional Unit temporarily assigned to perform the duties of a unit charge person for one-half of a work shift or longer, shall be compensated during such temporary assignment at a rate of \$.42 per hour higher for Licensed Vocational Nurse I and II and at a rate \$.43 per hour higher for Licensed Psychiatric Technician.

Any Respiratory Therapist, Registered when temporarily assigned overall Riverside County Regional Medical Center respiratory therapy responsibilities by the Chief or Assistant Chief of Respiratory Therapy shall be compensated at \$.43 per hour higher for actual time assigned.

5. Float Pool. Any Registered Nurse I, II, III, IV or IV working for the Riverside County Regional Medical Center or Mental Health Psychiatric Inpatient facility who is regularly assigned to Float Pool, shall be compensated at a rate of \$.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.

H. Special Medical Care Assignments - Licensed Vocational Nurses

1. Critical Care - Licensed Vocational Nurses. Any Licensed Vocational Nurse shall be entitled to salary differential of \$1.10 an hour above their regular rate of pay when assigned to the following critical care areas: ICU, CCU, Recovery Room, Neuro ICU, Peds ICU, Emergency Room, Operating Room, IC Nursery, Labor and Delivery.

No critical care differential will be paid for working in the critical care area (as herein defined) unless proof of certificates as required is on file with the Personnel Officer at the Riverside County Regional Medical Center. Newly hired employees must have or obtain required certification prior to receiving any critical care differential. The Nursing Office will advise all licensed Vocational Nurses working in critical care areas as to their status of certification. This shall include certificates needed and names, dates, time(s), and places when courses will be given.

As many courses as deemed practicable shall be arranged by the Nursing Office with every attempt being made to supply at least two courses in each critical care certification area per year. Licensed Vocational Nurses working in critical care areas at the time a certification course is being given will have preference first for

those regularly scheduled to work in critical care areas, then those who are floated into critical care areas.

I. Training/Preceptor. Registered Nurse Preceptor. Any regular full-time Registered Nurse I, II, III, IV or V, or Assistant Nurse Manager working for Riverside County Regional Medical Center or Mental Health Psychiatric Inpatient Facility formally selected to perform the duties and responsibilities of a Registered Nurse Preceptor shall be compensated during such assignment at the rate of \$5.00 per hour for the time actually worked and assigned as a preceptor.

Qualifying for Preceptorship. To qualify for preceptor pay, the Registered Nurse must complete a 16 hour training program after the selection process.

Licensed Vocational Nurse Preceptor. Any regular full-time Licensed Vocational Nurse working for the Riverside County Regional Medical Center Operating Room formally selected to perform the duties and responsibilities of a Licensed Vocational Nurse Preceptor shall be compensated during such assignment at the rate of \$1.00 per hour for the time actually worked and assigned as a preceptor by the Operating Room Nurse Manager to precept a Registered Nurse in the Operating Room.

Radiology Preceptor. Any regular full-time

Radiologic Specialist
Radiologic Technician
Senior Radiologic Technician

Radiologic Specialist Supervisor
Radiologic Technologist Supervisor

working for Riverside County Regional Medical Center formally selected to perform the duties and responsibilities of a Radiology Preceptor shall be compensated during such assignment at the rate of \$1.00 per hour for the time actually worked and assigned as a preceptor.

J. Psychiatrist - Mental Health Medical Program. In accordance with Section 621 and 522 of Title 9, California Administrative Code, when the Program Chief, Mental Health Service position is vacant or if occupied by a non-medical incumbent, the Mental Health Director may assign medical program responsibility for all those acts of diagnosis, treatment, or prescribing or ordering of drugs which may only be performed by a licensed physician to the incumbent of a Psychiatrist position who shall then be compensated at an hourly rate which is three steps higher than specified for such a Psychiatrist position.

K. 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 two steps 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 two steps higher than that specified for such position, at the option of the employee's department head.

L. Inconvenience Differential.

Each employee of the Transportation Department of the Transportation Land Management Agency assigned to a traveling crew while its work headquarters is temporarily at the Blythe or Thermal Road Yard, and whose normal residence is in a distant area rendering daily travel impracticable between their residence and such temporary work headquarters, shall receive \$12.00 for each pay period in addition to their regular compensation. Any employee whose regularly assigned headquarters are in the Blythe or Thermal Road Yard shall be entitled to the same inconvenience differential at the same rate and conditions. Eligibility for such additional pay shall be determined by the Director of Transportation with the concurrence of the Human Resources Director, unless the Board of Supervisors shall otherwise provide by resolution.

M. Female Prisoner Search and Meal Assignments. An employee working for the Sheriff's Department in the classifications of Supervising Office Assistant I and Supervising Office Assistant II shall be compensated at the rate of \$.25 per hour when assigned and the employee agrees to assume such assignments as perform female prisoner searches and serve meals to female prisoners in the absence of a female deputy or correction personnel.

Such assignments must be authorized or verified by the department head or a designee in writing. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

When such assignments are no longer needed or the employee is not required to perform these functions, the department head shall terminate the special compensation.

N. Implementation of New Payroll System. SEIU understands and agrees that the County may implement a new payroll system which will be date based, as opposed to hour based. The County agrees to provide as much advanced notice as practicable so that concerns SEIU may have over problems associated with the systems implementation shall be an agenda item for discussion at the Unit specific Labor/Management Committee.

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

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

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

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

d. The start of the biweekly pay period will change from Wednesday to Saturday. As a result, the check for the first pay period under People-Soft will, for most employees, cover seven rather than ten workdays.

ARTICLE V PAY PRACTICES

Section 1. Step Advance

A. The compensation of every person employed in a regular position on a step basis shall be considered for increase upon their anniversary date, except as herein otherwise provided.

B. For employees appointed prior to January 9, 1992:

The first anniversary date shall be the first day of the pay period following the completion of 6 months in a paid status in the position as a result of original appointment, or as the result of a promotion or reclassification which involved a salary increase. Re-employment at a rate other than that of the first step of a range shall not be considered an original appointment for purpose of fixing the anniversary date. In such cases the anniversary date shall be the first day of the pay period following one year in a paid status, not including overtime, after such re-employment unless otherwise specified in the Resolution of the Board of Supervisors.

The second anniversary date shall be the first day of the pay period following the completion of an additional one year in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

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

The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of one year in a paid status in the position not including overtime.

The first anniversary date as a result of promotion or reclassification which involved a salary increase shall be the first day of the pay period following the completion of 6 months in a paid status in the position not including overtime.

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

The second anniversary date shall be the first day of the pay period following the completion of an additional one year in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

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

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

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

F. With the same procedures as in the foregoing Subsection, on the first day of the pay period following the completion of 6 months 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 year in a paid status, not including overtime, employee's salary may again be increased, and thereafter in like intervals. The hours in a paid status need not be continuous, provided no interval of more than one year shall occur when the employee is in an unpaid status.

G. Every anniversary salary increase shall be to the rate of the second next higher step, except when there are less than two steps remaining, it shall be to the last step.

Section 2. New Employees

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

B. Notwithstanding the provisions of (A) above, there shall be up to an additional 4 steps (approximately 11%) which shall be reserved for those specific classifications in a specific Department designated by the Human Resources Director, subject to approval by the County Executive Officer, as "difficult to recruit." Further, different locations or regions may qualify for difficult to recruit designation or for different levels (i.e. percentages) of compensation under a difficult to recruit designation. In addition, the County agrees to make every effort to give first consideration to existing employees who have indicated an interest in a specific position and/or location designated as difficult to recruit.

This designation shall be granted based upon a determination by the Human Resources Director, subject to approval by the County Executive Officer, on a specific classification and specific Department basis, that a serious recruiting or retention problem exists for specific classification(s) in a specific Department, or that the increases granted to subordinate "difficult to recruit" classifications in the specific Department has created serious compaction problems, and that a percentage increase up to and including 4 steps (approximately 11%) would assist the County in recruiting and retaining employees in the specific classification(s) in that specific Department. Advancements to any of these ranges in the specific Department shall not be automatic nor shall such a determination have any bearing on the same or similar classifications within the Department or in any other Departments with same or similar classifications. Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented in the specific Department as follows:

1. Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees in the specific classification in the specific Department may be at any step on the salary range for his/her classification up to and including a step on the salary ranges established pursuant to Section 2(B) above.

2. In the event the salary granted to a newly hired employee in the specific classification in the specific Department pursuant to Sub-Section (B)(1) above exceeds that for any present permanent, regular full-time or regular part-time employee in the specific

classification in the specific Department who is being compensated at the top of the salary range for that specific classification(s), such employee(s) shall be placed on the same salary range and step as that granted to the new employee.

3. All other regular full-time and regular part-time employees assigned to the affected classification(s) in the specific classification in the specific Department, who have completed less than one year of service at the top, or at any other step, of the salary range for that classification, may, upon a review of their qualifications and approval by the Human Resources Director, have their salary adjusted to an amount no less than the lowest salary received by a similarly qualified employee hired as the result of an open recruitment to fill a vacancy in that classification in the specific classification in the specific Department.

Notwithstanding, the paragraph above, if an employee newly hired into a "difficult to recruit" classification has less experience in the work of the classification and/or education/training applicable to the work of the specific classification than an incumbent employee in the same specific classification in the specific Department, the incumbent employees' wage will immediately be increased to the level of the newly hired employee.

4. Subsequent merit increases for employees not compensated at the top of the salary range(s) for the specific classification in the specific Department affected by the provisions of this subsection may be granted pursuant to the standard procedures for step advances as set forth in the applicable memorandum of understanding. Employees may receive annual reviews as set forth in such MOU, but merit increases cannot be given beyond the top step as set forth in this MOU.

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 shall advise the County Executive Officer of his findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such specific classification(s). At that time, the salary for any employee compensated at a rate above that to which he or she would otherwise have been entitled 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.

Section 3. Re-employment

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

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

C. Whenever a former regular employee is or has been re-employed within twenty-four months after termination he/she may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed accrued sick leave and accrued time toward earned vacation, not exceeding the amount thereof which was lost at the time of termination, and his/her anniversary date for step advance may be expressly fixed, subject to other provisions of this Memorandum relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of service prior to said termination. A former employee who is re-employed and who did not withdraw his or her initial retirement contributions at the time of his/her termination, shall not be required to make an additional initial retirement contribution for the previous period of covered employment with Riverside County.

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

The Human Resources Director may allow the employment or re-employment for up to 120 working days in any calendar year, without loss of benefits, as specified in Section 21153 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, or more than that paid other employees performing comparable duties.

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

Section 4. Promotion. On promotion, the salary shall be at a rate on the new salary range which is 2 steps higher, or immediately greater than 2 steps higher, than that paid on the range for the former position where the new range is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.

Section 5. Transfer. On transfer, the salary shall be the same as that paid previously. The anniversary date shall not change.

Section 6. Demotion

A. On demotion, the salary shall be at the rate of the same step on the new range as was applicable to the previous range. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.

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

Section 7. Reclassification

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

B. The salary of an incumbent of a position reclassified to a class on a higher salary range shall be at the rate which is 2 steps higher, or immediately greater than 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 shall be determined in accordance with this Article, except that the first anniversary date shall be the first day of the pay period following the completion of 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 year in a paid status.

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 working day of a pay period.

Section 8. Temporary Promotion. A regular employee may be promoted on a temporary basis to fill a vacant position as a result of a leave of absence of the incumbent of that position, or pending appointment of another person to that position. Such promotion is designated "temporary promotion". The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.

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

Section 9. Conformance to Plan. No regular employee shall be assigned to exercise the powers or perform the duties of any classification other than their own classification for an accumulated period of 480 hours or more during any one calendar year. Such accumulated hours of such assignment(s) shall be credited toward qualifying experience for

possible promotion only when such assignments have been authorized or verified by the department head or designee in writing.

Section 10. Payroll Errors. The County shall make every reasonable effort to resolve payroll errors within one pay period.

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

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 VI
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 their initial employment in a position in a paid status until the required initial probationary period, and any extension, is completed without separation from County employment.

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

B. Length of Initial Probation

1. Professional and Supervisory Units. The length of the initial probationary period is one year except:

Physician Assistant	6 months
Sr. Physician Assistant	6 months
Supervising Welfare Fraud Investigators	18 months (at least 12 months after Academy)

2. Para-Professional and Registered Nurses Units. The length of the initial probationary period for persons is 6 months except:

Victim/Witness Advocate	12 months
Registered Nurse I	12 months
Clinic Health Nurse I	12 months
Instructor-Industrial Arts	12 months

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

The initial probationary period may be extended in 3 month increments up to 2 times. A 6 month initial probationary period may be extended once to nine month or twice to a total of one year. A 12 month initial probationary period may be extended once to 15 months or twice to 18 months. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new 6 months initial probationary period following such promotion, demotion, or transfer. If the class to which the employee voluntarily promotes, demotes, or transfers requires one year initial probation, the employee will serve a new one year initial probationary period. The 6 months or one year required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the employee in the position from which he/she voluntarily promoted, demoted, or transferred.

E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first 6 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 step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

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

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

Section 2. Single Highest Year. Effective September 1, 2000, the County amended its contract with Public Employees Retirement System (PERS) in accordance with Section 20042 of the Public Employee Retirement Law to provide for the single highest year retirement calculation for all miscellaneous employees. Effective for all retirements on or after September 1, 2000, the provisions of Section 20042 shall apply to all miscellaneous employees and the provisions of Section 20037 (three highest year average) shall no longer be applicable.

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

Retirement Calculations. The percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous members of SEIU shall be determined in accordance with Section 21354 of the Public Employees Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified and Full).

Effective July 11, 2002, the percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous members of SEIU shall be determined in accordance with Section 21354.3 of the Public Employees Retirement Law subject to the reduction provided therein for Federal Social Security (3% at age 60 Full and Modified formula).

Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the Public Employees' Retirement Law, an employee may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment provided, however, that the employee must contribute an amount equal to the contribution for current and prior service that the employee and the County would have made with respect to that period of service.

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

Section 3. Non-Smoking Policy. Pursuant to Board of Supervisors Policy A-23, smoking in County facilities is prohibited except in specifically designated areas. Department heads or their designee shall identify smoking areas.

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

The County may designate 100% of its unassigned vehicle fleet as no-smoking areas.

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

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

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

Section 4. Mileage Reimbursement. Employees who are required to use their personal vehicles for County business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate. Adjustments to the County rate, if any, shall be made pursuant to and concurrent with the IRS rate changes. The current mileage rate is 36 cents effective January 1, 2003.

Section 5. Merit Systems/Veterans Preference. The Human Resources Administration under this Memorandum is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and ability. Each officer shall appoint all necessary employees allowed for their department by this Memorandum only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training and experience and shall take into consideration a system of veterans preference as may be adopted by the Board of Supervisors, by resolution. The veteran's preference program shall be administered by the Human Resources Director.

Section 6. County Provided Life Insurance. Effective July 1, 2002, the County shall provide life insurance, not to exceed one time annual salary to a maximum of \$50,000, to

all employees covered under the provisions of this Memorandum of Understanding. This benefit replaces any other life insurance coverage previously provided under this MOU.

ARTICLE VII
LEAVE PROVISIONS

Section 1. Sick Leave

A. Accrual

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

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

the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

B. Proof of Illness

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

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

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

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

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

D. Reason for Usage. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family is defined to mean a spouse, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child, child of a domestic partner, parent, brother, or sister of the employee.

E. Payout for Sick Leave. Upon service retirement, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the

employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for at the rate of fifty percent (50%) of the current salary value thereof for each such person who has had five full years of service in a payroll status provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code. Eligibility for a payout under this section is made at the time of separation from County employment and not at a later date.

F. Post Employment Plan: Effective pay period beginning July 8, 2004 (pay date August 4, 2004), for each regular employee covered under this Memorandum of Understanding who is separating from County employment, the County shall provide a Post-Employment Plan wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit in a Special Pay Account and/or a VEBA (Voluntary Employee Beneficiary Association). Qualifying leave balances include annual leave, vacation, extra vacation, holiday balance, and the payable amount of sick leave. Compensation time for overtime is not a qualifying leave balance for the purposes of the Post Employment Plan. Special Pay Accounts are tax-deferred investment funds. The employee may also elect to place some or all of the funds into a VEBA account which may be used for future health care costs, in lieu of the Special Pay Account. A participant fee is charged for VEBA accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

Section 2. Bereavement Leave. The County agrees to allow up to five days of leave, three of which will be paid and the additional two days to be deducted from the employees' sick leave. Eligible employees must be in an active payroll status and be compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership) child, child of a domestic partner, grandparent, grandchild, or step-relationships of the same categories. The County has the right to require proper documentation in support of the requested leave

Section 3. Fitness for Duty. A department 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 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 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 4. Agency/Department-Leave of Absence/Official Leave of Absence. An agency/department leave of absence or an official leave of absence without pay may be granted for the following reasons:

- A. Illness or disability when sick leave has been exhausted;
- B. Pregnancy;
- C. To take a course of study which will increase the employee's usefulness on return to the County; or
- D. Personal reasons acceptable to the authority whose approval is required;

1. Agency/department leave of absence. Agency/department leave of absence up to 160 hours in any one calendar year period may be granted to any employee by the agency/department head. Such leave shall be reported as leave of absence via the agency/department's payroll. The agency/department head may require the leave of absence to be for a specified period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation or other evidence substantiating the leave as required by the agency/department head.

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

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

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

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

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

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

Section 5. Military Leave. Absences on account of military duty are governed by provisions of the Military and Veterans Code.

Employees who were called to active duty after the September 11, 2001, terrorist attack on the United States, who serve at a time when any armed forces of the United States are in combat or are preparing for combat that appears imminent, and who are eligible at the time of call-up to receive the thirty (30) calendar days pay in accordance with the Military and Veterans Code (full regular County pay for 30 days), shall be eligible for supplemental salary continuance as approved by the Board of Supervisors; including the extension of such benefits related to service in Iraq. This includes reservists who serve outside the United States in the war on terrorism, those who secure the U.S. homeland, and National Guard members who are called to active duty by the Governor of California in a time of emergency.

Section 6. Jury Duty Any employee who shall be summoned for attendance to any court for jury duty during the employee's normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury. Any employee who shall be called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if County transportation is used. Any employee designated non-exempt from Fair Labor Standards Act (FLSA) absent as a witness in a private matter shall not be entitled to be paid during such absence.

Section 7. Air Pollution Emergency. An employee unable to work on a regularly scheduled work day due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless the employee chooses to use accumulated overtime credit, sick leave credit, vacation credit or holiday leave credit for the period of time off work due to the emergency.

Section 8. Abandonment/Automatic Resignation

A. Absence without leave of any employee, whether voluntary or involuntary, for five consecutive working days is an automatic resignation from County service, providing the employee upon written agency/department notification does not respond to the agency/department and/or does not provide a satisfactory explanation for the absence; and the failure to obtain an approved leave. The notification to the employee must be in writing prior to the department finalizing the resignation and must contain an opportunity within three working days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee stating the effective date of the abandonment/automatic resignation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery.

B. An employee may, within 10 calendar days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, the employee may file a further appeal with the Human Resources Director, or designee, within ten (10) working 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) non-attorney representative and the department head or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney, who may also have a non-attorney representative. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.

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

4. The judgment of the neutral shall be rendered within five (5) working days of submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the 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 Memorandum of Understanding.

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. A SEIU member who elects not to be represented by SEIU at the hearing shall provide to the Human Resources Director, or designee, an advance deposit of \$250 per half day of hearing, prior to the hearing being scheduled.

ARTICLE VIII VACATION

Section 1.

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

Zero through 3 years in a payroll status, 80 hours (10 days);

years 4 through 9 in a payroll status, 120 hours (15 days);

years 10 or more 160 hours (20 days).

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. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

All employees covered under the terms of this Memorandum may accumulate accrued vacation for not more than a maximum of 480 hours.

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

B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this Memorandum. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the

position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.

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

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

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

F. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this Memorandum may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE IX HOLIDAYS

Section 1. Paid Holidays

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

B. County Holidays

January 1, New Year's Day

Third Monday in January, 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

Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following when such date falls on a Sunday.

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

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

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

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

In addition, such employee shall have a choice of:

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

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

G. A regular part-time employee shall only receive holiday pay for the holiday or portion thereof which coincides with their regularly scheduled working hours.

H. A full-time employee whose regularly scheduled day off falls on a paid holiday shall have a choice of:

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

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

I. Any employee in the class of

Sheriff's Communication Supervisor
Senior Public Safety Communications Officer

whose regularly scheduled working day falls on a paid holiday, and who works on that holiday, shall be entitled to not more than 12 hours of compensation at the rate of one and one-half (1-1/2) 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 up to 80 hours or be paid to the employee by County Warrant.

ARTICLE X REIMBURSEMENT PROGRAMS

Section 1. Living Quarters, Meals, or Laundry Service. Rates for maintenance, including living quarters, meals, or laundry service, furnished by the County to any officer or employee, shall be fixed by a resolution of the Board of Supervisors from time to time. Payment therefore shall be made by a deduction from compensation, or by performance of additional services, as may be determined by the Board of Supervisors.

Section 2. Meals. No charge for meals shall be made where the same are furnished for the convenience of the County, such as for employees at County institutions who are required by the nature of their duties to take their meals in connection with such employment, and cooks and kitchen helpers when working an 8-hour shift for the convenience of the County shall be furnished one meal without charge in every department or institution of the County where kitchen facilities are maintained and meals regularly prepared. No person shall receive maintenance at any institution unless on duty at such institution.

Section 3. General Provisions. Nothing herein shall prohibit the furnishing of meals on a cost basis where necessary or convenient. It shall be the duty of each officer to make certain that the provisions of this section are complied with as to all employees, departments and institutions under their control and to keep the Auditor properly informed as to any payroll deductions required hereunder.

Section 4. Moving Expenses-Current Employees. Upon the written request of a department head, with the written approval of the County Executive Officer, the Board of Supervisors may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County. Such authority shall be obtained in advance of the change, shall be subject to such reasonable conditions as the Board may require, shall specify the maximum amount authorized and shall not be granted more than once in any one year period for any one employee, nor for any employee until he/she has been continuously employed by the County for at least one year preceding the authorization. If the employee voluntarily terminates employment with the County within one year of the payment of the expenses set forth herein, the employee shall, within 30 days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 5. Education for Continued Licensing.

A. Tuition and/or Registration Fees

- Eligible employees may be granted time by their appointing authority to attend California Board of Registered Nurses, Board of Licensed Vocational Nurses, and the National Commission of Certification of Physician Assistant approved courses.
 - Time granted shall not exceed 8 hours in any work day nor 40 hours every two fiscal years for Registered Nurses and Licensed Vocational Nurses.
 - Nurse Practitioners and Physician Assistants shall receive 40 hours every fiscal year.
- For members of the R.N. Unit, Physician Assistant I, II, and III, Physician Assistant-Adult detention, and Licensed Vocational Nurse I and II, tuition and/or registration fees may be granted by converting education for continuing licensing hours on the basis of one hour being valued at \$15.00 with total compensation not to exceed \$300.00 annually. (For example, a \$60.00 course with books and fees would be worth four (4) hours subtracted from the balance of an employee's education for continuing license accrual under this section.)

- In the discretion of the appointing authority, additional time not exceeding ten (10) hours in any fiscal year may be allowed to an eligible employee working at a Blythe, Indio, or Palm Springs work location.
- 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.
- The granting or denial of education time shall be at the discretion of the employee's appointing authority.
- 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 years for a total of forty-five (45) hours.
- Registered Nurses who obtain National Certification subsequent to the date of this Memorandum shall receive the additional five (5) hours upon verification of the certification.
- Employees must maintain National Certification in a specialty in order to continue to receive the additional five (5) hours of credit.

B. Eligible Employees. In order to be eligible for paid education time, an employee shall:

1. Have completed 6 months of continuous service with the County in a full-time regular position or a part-time position normally working at least 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 appointing authority 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. R.N.'s License renewal date shall be used to commence the time period of two (2) years for the Education for Continued License hours allowed under this Memorandum.

R.N.'s shall commence their two (2) year time period under this Memorandum upon the next renewal of their license on or subsequent to August 20, 1992.

Mandatory critical care course hours required in the Health Services Agency (HSA) shall not be deducted from an R.N.'s hours in education for continued licensing under this Memorandum. The County shall pay the cost of mandatory courses offered by the HSA. Courses offered outside of the HSA must receive prior approval of the HSA in order to be paid.

E. 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) years for the Education for Continued License hours allowed under this Memorandum.

Physician Assistant I, II, and III, and Physician Assistants - Adult Detention shall commence their two (2) year time period under this Memorandum upon the next renewal of their license on or subsequent to August 20, 1992.

Mandatory critical care course hours required in the Health Services Agency (HSA) shall not be deducted from Physician Assistant I, II, and III, and Physician Assistants - Adult Detention hours in education for continued licensing under this Memorandum. The County shall pay the cost of mandatory courses offered by the HSA. Courses offered outside of the HSA must receive prior approval of the HSA in order to be paid.

F. Mobile Intensive Care Nurse (M.I.C.N.) Riverside County Regional Medical Center Emergency Room. Effective August 20, 1992, time needed to complete required courses for M.I.C.N., including ride-alongs, shall be treated as regular time worked. The courses and time must be approved by the HSA.

Section 6. Reimbursement for Employee Training - Board Policy C-7 (Professional Unit).

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

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

- A. By the department head
 - 1. When the tuition or registration fee is \$500.00 or less.
 - 2. When the cost of training, in any amount, is reimbursed from funds administered by State or Federal agencies.

- B. By the Human Resources Department and Administrative Office
 - 1. When the tuition or registered fee is more than \$500.00 (for all training except referred to in A (2) above).
 - 2. Such approval shall be obtained prior to the commencement of the training.

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

ARTICLE XI
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has completed an initial probationary period, and any extension, has permanent status.

Section 2. 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:

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Willful violation of an employee regulation prescribed by the Board of Supervisors or the head of the department in which the employee is employed;
- G. Absence without leave;
- H. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed;
- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department. The department shall

- prescribe procedures to insure that employees affected by the requirements are informed of them;
- O. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy; and,
 - P. Violation of the County Anti-Violence in the Workplace Policy.

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

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

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

ARTICLE XII DISCIPLINARY APPEAL PROCEDURE

Section 1. General. Any notice required to be given by this procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid and addressed to the designated recipient at the last known address. Whenever there is an interrogation of an employee where the significant purpose is to investigate facts to support disciplinary action there is a right for the employee to be represented.

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

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

C. Department, for purpose of this procedure, shall be defined as an agency, department, or district of the County which is set out in a separate section of Ordinance No. 440.

D. The Human Resources Director, or designee, 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, or designee, may be exercised by a designated subordinate.

Section 2. Involuntary Leave of Absence. Pending investigation by the department head of an accusation or accusations against an employee alleging employee misconduct, covered under Article XI of this Memorandum, the department head, with approval by the Human Resources Director, may place the employee on a leave of absence for a period of time not to exceed fifteen (15) working days with pay.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence 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 leave may be granted subject to the approval of the Human Resources Director. In the event the Human Resources Director does not approve the request for additional leave, the employee shall be returned to duty pending the completion of the investigation and the imposition of any disciplinary action provided, however, the department head may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County's best interest. Except for investigations of employment related issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

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

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

Section 3. Notice of Disciplinary Action

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

1. A description of the action(s) to be taken and the expected effective date(s);
2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and

4. A statement informing the employee of the right to respond either verbally or in writing, to the department head prior to the effective date of the disciplinary action(s).

B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on or before the effective date of the action and shall include:

1. A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent; and

2. A statement informing the employee of the right to appeal within 10 working days of the date the letter is served on the employee.

Section 4. Amended Notice of Disciplinary Action

A. At any time before an employee's appeal is submitted to the 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. The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 5. Appeals. Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Human Resources Director, or designee, within ten (10) working days after the date of notification of action against which the appeal is made. An appeal shall:

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

Section 6. Waiver. If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived. 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) days the appeal is deemed to be withdrawn and the right to review is waived.

Section 7. Hearing Procedure - Minor Discipline

A. When disciplinary action results in a suspension of eighty (80) working hours or less, 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 Conciliation Service or another third party neutral (either hereinafter referred to as a neutral) as agreed to by the parties. The neutral's decision may be verbal or in writing. The neutral's decision shall be binding on both parties, neither of which shall have the right of further appeal.

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

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

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

6. 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 Memorandum of Understanding.

7. 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 equally by the County and SEIU. A SEIU member who elects not to be represented by SEIU at the hearing shall provide to the Human Resource Director, or designee, an advance deposit of \$250 per half day of hearing, prior to the hearing being scheduled.

Section 8. Hearing Procedure - Major Discipline

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

B. The parties shall maintain a jointly negotiated list of no fewer than seven nor more than eleven neutrals who shall be selected 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. 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. As soon as possible, a representative from SEIU and the County shall meet to establish the list of up to eleven neutrals.

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

H. A SEIU member who elects not to be represented by SEIU at the hearing shall provide to the Human Resources Director, or designee, an advance deposit of \$500 per day of hearing, prior to the hearing being scheduled.

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

J. Within 21 days following the submission of the appeal, the neutral 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 neutral 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 neutral shall confine the decision to issues raised by the statement of charges and responses. The neutral shall act in judicial, not legislative manners. The neutral shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Memorandum but, rather, shall interpret and apply its terms.
2. The neutral 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 neutral's decision.
4. In the case of discharges, if the neutral 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 neutral.
5. If the neutral finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.
6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.
7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.
8. The neutral 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 neutral's decision. If the neutral fails to do so either party may request in writing within thirty (30) days of the issuance of the decision that the neutral render such findings.

Section 9. Evidence and Procedures Applicable to All Hearings

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

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

C. Irrelevant and unduly repetitious evidence shall be excluded.

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

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

Memorandum 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 neutral. 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:

- (a) the simplification of the issues,
- (b) the possibility of obtaining admissions which might facilitate the hearing,
- (c) the quantum of damages, in the appropriate case,
- (d) any preliminary application by either party,
- (e) any other matters that may aid in the disposition of the action or the attainment of justice.

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

- (a) a party file and deliver, within a fixed time, to each other party as specified by the neutral, any relevant documents,
- (b) any preliminary applications be brought within a fixed time or by a specified date,
- (c) a statement of agreed facts be filed within a fixed time or by a specified date,
- (d) a party deliver a written summary of the proposed evidence of a witness within a fixed time or by a specified date,
- (e) 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,
- (f) the hearing be adjourned,

and, on making an order the neutral may give other directions that he/she thinks just or necessary.

If the neutral, 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 neutral 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 neutral, to pay all or part of the non-offending party's costs of the transcripts, or such other relief that the neutral deems appropriate in the circumstances.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

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 Memorandum of Understanding, 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:
 - i. County Harassment Policy and Complaint Procedure;
 - ii. County Violence, Threats, and Securities Policy;
 - iii. Promotional decisions made pursuant to the County's Local Merit System;
 - iv. Voluntary time-banks;
 - v. Placement on Medical-Certification program;
 - vi. Termination under the Agency Shop provision of this Memorandum;
 - vii. Appeals to the Accident Review Committee;
 - viii. Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;
 - ix. Complaints within the jurisdiction of state and federal fair employment agencies;

- 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 Memorandum 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 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

A. REPRESENTATION RIGHTS An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, 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 Section 19 of the Employee Relations Resolution. The grievant and one representative are entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

B. GENERAL RULES

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 Memorandum of Understanding violated as provided under Article 13, 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 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 13 (B) and (C) shall apply.

Section 12. Extension of Time. The time limits within which action must be taken or a decision made as specified in this procedure, 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: With respect to whether issues are grievable, the County and SEIU agree to utilize a third party neutral (hereinafter referred to as a neutral) agreed to by the parties to settle questions of grievability and comply with his/her decisions on grievability. Both parties will abide by the neutral's decision.

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.

C. PROCEDURE

Section 14. Steps. The following procedure shall be followed by an employee submitting a grievance petition:

A. Discussion with Supervisor. Prior to filing a written grievance petition, the employee shall, within ten working 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 employee and the supervisor are each entitled to the presence of a silent observer to the employee-supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor.

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) working 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) working days after submission of the petition, the department head, or a designee, shall meet with the grievant and the employee's representative, if any. No later than fifteen (15) working 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 shall submit a written request for review within ten (10) working days following the date the department head, or a 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) working days of the submission of the request for review. No later than ten (10) working 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 grievant shall submit a written request for arbitration to the Human Resources Director, or designee, within ten (10) working days following the date the Human Resources Director, or a designee, renders a decision.

E. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner prescribed in Section 14. 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 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 neutrals who shall be selected 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 or more than eleven 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. 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.

D. 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) working days in advance of the hearing date. When the grievant is self-represented or represented by other than the Exclusive Employee Organization, the employee shall deposit one-half (2) of the estimated hearing costs (including transcripts) with the Human Resources Director, or designee, who shall determine the estimate and process grievant's deposit.

E. 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.

F. If the neutral sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.

G. 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.

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

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

ARTICLE XIV ANTI-STRIKE CLAUSE

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

Should a strike, sick-in, picketing, boycott or any other interruption of work occur, the County shall notify the Union (SEIU) 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 XV
ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first 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 XVI
LAYOFF AND REINSTATEMENT

Section 1. Seniority

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

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

1. the administrative staff of an agency; or
2. a department; or

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

which is set out in the April 8, 1998, side letter to this MOU including any subsequent amendments thereto.

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

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

Section 2. Reduction in Force

A. When it becomes necessary to reduce the work force in a department, the department head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department. No regular employee shall be laid off in any job classification if there are temporary employees or seasonal employees in an active status in the same job classification within the department. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.

B. Any reduction in the number of regular employees holding a job classification designated by a department head for layoff shall be made in the following order of employment status:

1. Temporary promotion employees (return to former class);
2. Probationary new employees;
3. Probationary transfer employees, probationary promotional employees, and regular employees.

C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department, subject to the approval of the Human Resources Director. Employees laid off out of seniority shall be given written notice of this action.

D. After consultation with the Human Resources Director or a designee, the department head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time

be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:

1. The reason for layoff;
2. The effective date of the action;
3. If laid off out of seniority.

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

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

F. 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) working days of the effective date of the reassignment; and
2. If the new work location is more than 40 miles from the employee's current work location or the employee's home, whichever is closer.

B. An employee who chooses to be laid off and have their name placed on the Departmental Reinstatement List under this section shall notify the department in writing of the decision at least three (3) working days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective.

Section 4. Employment Counseling and Referral. Prior to the effective date of layoff, every employee given notice of layoff for a period of time longer than one (1) pay period may schedule an employment counseling session with the Human Resources Department

for assistance in determining other employment opportunities within the County for which the employee may qualify.

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

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

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

Section 5. Departmental Reinstatement List

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

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

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

1. The expiration of two (2) years from the date of placement on the list.
2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify his/her department head, in writing, of the employee's current mailing address.
4. Request in writing to be removed from the list.

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

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

Section 6. Re-employment

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

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

Section 7. Temporary Recall. Departments may elect to recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than 30 days and not to exceed 480 full-time hours within a six-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 480 full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under Section 5.D. (4) of this Article.

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

ARTICLE XVII
DRESS CODES

The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. Effective the signing of this Agreement, an employee must be given written notice for the first incident of wearing improper attire.

Thereafter, the employee can be sent home with loss of pay as a result of a violation of this Article.

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

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

DEPARTMENT OF MENTAL HEALTH DRESS CODE

PURPOSE The Department of Mental Health intends to promote and maintain therapeutic environment in which to provide for the treatment, care and safety of, and administrative services for our consumers. The physical appearance of our staff is a contributing factor to the therapeutic and professional work environment. A well groomed and professional appearance helps create favorable impressions and is a model for our consumers. As such, the Department of Mental Health is clarifying the acceptable dress practices for our staff which is not for the purpose of infringing upon the personal rights of the employee.

POLICY

1. The business attire worn by the staff of the Department of Mental Health is to present a professional, functional/practical, neat, clean, modest and conservative appearance that does not distract from the treatment and education of, administrative services for, and interaction with the consumers and working relationship of staff.

In keeping with the health service nature of the Departmental Health, and in compliance with current legislation, standards of personal appearance and apparel have been established. These guidelines have been established to promote consumer care, reduce the chance of cross infection, and promote the safety of the employee and good public relations.

The supervisors and managers of clinics, offices and facilities will retain the right to ultimately determine the appropriateness of business attire. Generally, staff is to be well groomed and dressed in good taste and free from offending odors. Hair and/or facial hair must be clean. Staff should consider safety factors when selecting clothing, jewelry/accessories and shoes for business wear.

Business attire is to be commensurate with the assigned tasks and is not to be provocative in nature, style, design, fit or fabric.

2. Buttons provided by the Department of Mental Health as part of an advertising or communications program are permissible.
3. Sunglasses should not be worn indoors in the Department of Mental Health, unless medically prescribed for temporary use, or approved by Mental Health Administration.
4. Shirts or T-shirts with printed messages offensive to the reasonable person are considered to be unacceptable attire.
5. Scrub suits, smocks, white coats, and heavy leather shoes may be worn in areas as designated by the Mental Health Administration.
6. Photographic employee identification badges will be required as designated by Mental Health Administration.
7. Jeans and overalls of blue denim material are acceptable attire in areas as designated by Mental Health Administration and should be clean, unfaded, and unfrayed.
8. Mental Health Administration reserves the authority to accept shorts during inclement working conditions or when special projects/assignments require flexible clothing.

Shorts: (Permission to wear shorts shall be based upon risk/liability, safety, and work location/assignment.)

Miscellaneous:

For Inpatient Treatment Facilities:

Clothing:

1. Clothing can be any color, pattern and fabric which is in fashion and appropriate for business wear.

Female Attire:

1. Acceptable Attire Includes: dresses, jumpers, blouses, skirts, pants, jackets and shorts. Leggings, stirrup or stretch pants are considered permissible, only if covered by a blouse, skirt or tunic top with an acceptable hemline length.
2. Acceptable hemline lengths range from 2" to 3" above the knee to ankle length.
3. Slits in skirts and dresses should be conservative and in good taste;
4. Low necklines, obvious bralessness, very sheer fabric, bare midriiffs, bare shoulders and spaghetti straps are considered to be unacceptable attire.

Male Attire:

1. Acceptable attire includes: suits, jackets, trousers, shirts, sweaters, and polo shirts.
2. Trousers should skim top of the shoe.
3. Shirts should be buttoned conservatively and in good taste.
4. Shirt-tails should be tucked in trousers.

Shoes:

1. Safety should be considered when selecting shoes for business wear.
2. Shoes with leather soles and heels are not recommended due to accident hazards.
3. The following are not permitted: thongs, clogs, house slippers, shoes without a flexible sole, and if specified by Mental Health Administration, boots not intended for business wear may not be permitted.
4. Hosiery must be worn at all times, unless otherwise specified by Mental Health Administration.

Hair/Makeup:

1. Hair must be clean, neat and styled for business wear.
2. Sideburns, mustaches, beards and goatees must be neat, clean and properly trimmed.
3. Makeup should be soft and complimentary in keeping with appropriate business appearance.
4. Hands and nails should be clean.

Jewelry:

1. For your personal safety and security, only jewelry that is modest and conservative in design is permitted. Heavy chains, dangling earrings, and excessively ornate rings can create a safety hazard.
2. Additionally, jewelry not necessarily required to be worn is not covered under the County Reimbursement for Damaged Clothing or Property Policy, should it be damaged or stolen in the line of duty. For reimbursement of personal items, refer to Reimbursement Policy C-5.

Enforcement:

1. It shall be the responsibility of supervisors and managers to enforce the Dress Code Policy. Employees must be in compliance at all times.
2. Managers and supervisors will counsel anyone whose dress and general personal appearance do not reflect the spirit of these guidelines. Violations will not be tolerated and the violator(s) may be requested to return home to change into more appropriate attire. For the first occurrence, employees will be permitted an hour on "company" time to return home, change and return to work. Time in excess of one hour will be on their own time. If an employee has no time to cover the time in excess of one hour, or has been previously counseled for taking longer than the allotted time, they may be subject to absent time without pay.
3. Failure to comply with Dress Code provisions as outlined will result in the implementation of progressive disciplinary measures.

VETERAN'S SERVICES POLICY & PROCEDURES DRESS CODE

Our department is here to serve veterans, their dependents and survivors. While we realize we cannot meet all needs or obtain all benefits sought, we owe it to our clients to provide courteous, competent and compassionate assistance at all times. In short, we care for these people because they're special and they need our help.

One way we communicate our attitude towards our clients and to others is by the way we dress and our general personal appearance. Understand that it is quite possible to compromise concern and good intentions in the mind of the object of that concern is our dress and demeanor is perceived as being unprofessional, unkempt, overly-casual, slovenly, or in relative bad taste based on acceptable professional and community standards. The key is how we are perceived by our clients; the standard is how professionals with whom our clients have done business - lawyers, doctors, morticians, VA personnel, insurance agents, realtors, teachers, other government service providers - dress and comport themselves.

If the standard for our dress and comportment is to be what our clients expect or feel comfortable with, let us realize that our clients cover the social spectrum, from bereaved widows of retirees to homeless veterans with post-traumatic stress disorder to young home buyers to war orphans. If there is a common denominator it is that they all look to us as professional service providers. Our appearance, therefore, must meet their most demanding standards while not distancing the occasional, more relaxed expectation.

Management is responsible for employee behavior and performance. Accordingly, management, by example, leadership skills and exhortation will set the tone for department appearance.

GENERAL GUIDELINES: Effective immediately the following general guidelines will apply at all times.

- A. Dress and grooming must conform with acceptable professional community standards and be consistent with the highest expectations of the most exacting clients;
- B. Dress and grooming will at all times be modest, professional, non-provocative and appropriate enough so as not to offend or overly arouse clients or co-workers.
- C. Work clothes should not restrict but should allow the worker to perform all tasks within their job specifications.
- D. Apparel should be clean and in good repair, buttons buttoned, zippers zipped, shirt-tails tucked in.

The Director will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines. Unacceptable violations will not be tolerated, and the violator may be requested to return home on their time to change into more appropriate attire.

HEALTH SERVICES AGENCY DRESS CODE

PURPOSE: In keeping with the high standards that have been established within the Departments of the Health Services Agency, this dress code is intended to specify acceptable practices that support a high standard of excellence.

POLICY

1. The appearance of all employees is important to the total operation and effectiveness of the Health Services Agency. The general public, visitors and patients' perception of the Health Services Agency is influenced in part by the appearance of staff as well as the level of courtesy, professionalism and compassion they receive. Dress and appearance are key ingredients of the service delivery component of our continuous quality improvement process. A well-groomed and professional appearance helps create favorable impressions, whereas appearance that distracts our patients, visitors, or fellow employees does not reflect the type of impression that is appropriate to the Agency environment.

2. In keeping with the health service nature of our agency and in compliance with current rules, regulations and legislation, standards of personal appearance and apparel have been established. These guidelines have been established to promote good service to patients, reduce the chance of cross infection and promote good public relations. The Dress Code is intended to infringe upon the personal rights of employees but to offer them guidelines and standards to follow.

3. It is not possible to cover every conceivable question of dress and grooming in a written policy. The best and most effective control has to come from each employee's good judgment of what is best for our obligations to patient care and the public we serve.

4. There may be differences in some departments' or division's dress codes, depending upon the work environment, nature of work performed, involvement in patient care activities or required uniform. These differences are not intended to conflict with, but are in addition to, this general policy.

Statement of general principle:

1. Male and female attire and grooming shall be neat, clean, modest, conservative, and free from offending odors and shall meet the highest professional standard of good taste. Hospital identification badges must be worn and easily visible at all times while on duty.

Clothing:

1. Clothing can be any color, pattern and fabric which is in fashion and appropriate for business wear.

Female Attire:

1. Acceptable attire Includes: dresses, jumpers, blouses, skirts, pants, jackets and skorts. Leggings, stirrup or stretch pants are considered permissible only if covered by a blouse, skirt or tunic top with an acceptable hemline length.

2. Acceptable hemline lengths range from 2" to 3" above the knee to ankle length.

3. Slits in skirts and dresses should be conservative and in good taste;

4. Low necklines, obvious bralessness, very sheer fabric, bare midriffs, bare shoulders and spaghetti straps are considered to be unacceptable attire.

Male Attire:

1. Acceptable attire includes: suits, jackets, trousers, shirts, sweaters, and polo shirts.

2. Trousers should skim top of the shoe.

3. Shirts should be buttoned conservatively and in good taste.

4. Shirt-tails should be tucked in trousers.

Shoes:

1. Safety should be considered when selecting shoes for business wear.
2. Shoes with leather soles and heels and boots not intended for business wear are not recommended due to accident hazards.
3. The following are not permitted: thongs, clogs, house slippers, and sandals. Open toed shoes are acceptable with the exception that employees in non-patient care areas who must conduct business in patient care areas cannot wear open toes shoes for their own safety.
4. Hosiery/socks must be worn at all times.

Hair/Makeup:

1. Hair must be clean, neat and styled for business wear.
2. Sideburns, mustaches, beards and goatees must be neat, clean and properly trimmed.
3. Makeup should be soft and complimentary in keeping with appropriate business appearance.
4. Hands and nails should be clean.

Jeans:

1. Jeans and overalls of denim material do not reflect a professional appearance and are not acceptable attire unless permitted in areas as designated by Health Services Agency Administration and, where permitted, should be neat, clean, unfaded, and unfrayed.

EXCEPTIONS:

Jeans are acceptable attire for the following HSA departments, work units or classifications:

- a. Department of Health and department of Environmental Health.
- b. The Riverside County Regional Medical Center Maintenance Department, except the maintenance office personnel.
- c. The Riverside County Regional Medical Center classification of Stock Clerk.
- d. The Riverside County Regional Medical Center Laundry Department, recognizing that gowns must be worn over jeans.

Jewelry:

1. For your personal safety and security, only jewelry that is modest and conservative in design is permitted. Heavy chains, dangling earrings, and excessively ornate rings can create a safety hazard.
2. Additionally, jewelry not necessarily required to be worn is not covered under the County Reimbursement for Damaged Clothing or Property Policy, should it be damaged or stolen in the line of duty. For reimbursement of personal items, refer to Reimbursement Policy C-5.

Shorts: (Permission to wear shorts shall be based upon risk/liability, safety, and work location/assignment.)

1. Field Service Staff who wear uniforms, Material Management staff who run regular trips to the desert and staff involved in summer pool inspection, summer mobile home park inspections and summer temporary food events (including street fairs), will be allowed to wear shorts between the periods of June 1 to September 30. Shorts must be in compliance with the Department/Division Managers' Guidelines. Shorts should be of a solid color, no more than 2" above the knee. Animal Control staff may wear shorts during this period, if individuals sign a waiver provided by HSA Administration. The waiver will release HSA and Environmental Health from liability for injuries which result from wearing shorts.
2. For Department of Environmental Health, Environmental Services Division, shorts shall not be worn while investigating complaints, attending meetings or presentations, or performing any other inspection activities.
2. HSA Administration reserves the authority to accept shorts during inclement working conditions or when special projects/assignments require flexible clothing.

Miscellaneous:

1. Buttons provided by the HSA as part of an advertising or communications program are permissible.
2. Non prescription sunglasses should not be worn indoors.
3. Shirts or T-shirts with printed messages offensive to the reasonable person are considered to be unacceptable attire.
4. Scrub suits are to be worn only as permitted in SCRUB SUIT POLICY, or by HSA Administration.
5. Employees who come to work in street clothes and change prior to starting work are only subject to dress code requirements while on the job.

Enforcement:

1. It shall be the responsibility of supervisors and managers to enforce the Dress Code Policy. Employees must be in compliance at all times.
2. Managers and supervisors will counsel anyone whose dress and general personal appearance do not reflect the spirit of these guidelines. Violations will not be tolerated and the violator(s) may be requested to return home to change into more appropriate attire. For the first occurrence, employees will be permitted an hour on "company" time to return home, change and return to work. Time in excess of one hour will be on their own time. If an employee has no time to cover the time in excess of one hour, or has been previously counseled for taking longer than the allotted time, they may be subject to absent time without pay.
3. Failure to comply with Dress Code provisions as outlined will result in the implementation of progressive disciplinary measures.

REGISTRAR OF VOTERS DRESS CODE

PURPOSE: In keeping with the high standards that have been established in Registrar of Voters, this dress code is intended to specify acceptable practices that support a high standard of excellence.

One way to communicate our attitude toward those we serve is by the way we dress and our general appearance. Understand that it is quite possible to compromise the department's image as a service provider if our dress and demeanor are perceived as being unprofessional, unkempt, overly casual, slovenly, or in relatively bad taste based on acceptable professional and community standards. The key is how we are perceived by those we serve; the standard is how professionals in the local community have done business, how they dress, and how they comport themselves. The appearance of all employees is important to the total operation and effectiveness of the department. A well-groomed and professional appearance promotes public confidence in those who serve them. In keeping with service nature of Registrar of Voters, standards of personal appearance and apparel have been determined. These guidelines have been established to promote security, professionalism, good public relations, and not for the purpose of infringing upon the personal rights of employees.

POLICY:

1. Dress and grooming must conform with acceptable professional community standards and be consistent with the highest expectations of the most exacting people whom we serve.
2. Dress and grooming will at all times be modest, professional, non-provocative, and appropriate enough so as not to offend and overly arouse clients or co-workers.

3. Work clothes should not restrict. Rather, they should allow the worker to perform all tasks within their job specifications.
4. Apparel should be clean and in good repair, and should be in keeping with acceptable standards of dress for the particular assignment of the employee on any given day.
5. Recognizing the non-partisan and neutral position this department must maintain in working the electorate and all political parties, employees shall not wear apparel or buttons with a political message while on duty.

The manager or supervisor will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines. Violations will not be tolerated, and the violator(s) may be requested to return home on their own time to change into more appropriate attire. For the first occurrence, employees will be permitted one hour of "company" time to return home, change and return to work. Time in excess of one hour will be on their own time, if any employee has no time to cover the time in excess of one hour.

ASSESSOR – COUNTY CLERK – RECORDER DRESS CODE

PURPOSE: The Assessor-County Clerk-Recorder's Office is looked upon to perform professional, competent and courteous service to the public. The public's perception of our department is influenced by our appearance. Any exception to this policy is at the authorization of the department head and/or his designee.

POLICY:

1. The appearance of all employees is important to the total operation and effectiveness of the Assessor-County Clerk-Recorder. Dress and appearance are essential ingredients to the service delivery component of our overall service to the public. A well groomed and professional appearance helps create favorable impressions.
2. It is not possible to cover every conceivable question of dress and grooming in a written policy. The best and most effective control has to come from each employee's good judgment.
3. There may be differences in some division's dress codes, depending upon the work involved. These differences are not intended to conflict with, but are in addition to, the General Policy.
4. Exceptions to the dress code policy may be made to accommodate special occasions such as County or department-sponsored events or concerted union activities.

STATEMENT OF GENERAL PRINCIPAL: Male and female attire and grooming shall be neat, clean, modest, and shall meet the professional standard of good taste.

1. Clothing: Clothing can be of any color, pattern, and fabric which is appropriate for business wear.

a. Female Attire

1. Acceptable attire includes: dresses, jumpers, blouses, skirts, pants, jackets and dress-like culottes.

a. Acceptable hemline lengths range from approximately ankle length to 3" above the knee.

b. Slits in skirts and dresses should be non-provocative and appropriate for the length of the skirt or dress and where no underclothing is visible to others in any posture the employee could logically assume in the course of her workday.

2. Low necklines, obvious bralessness, very sheer fabric, bare midriffs, bare shoulder (e.g. halter-tops), tee shirts (novelty, athletic or underwear type) shorts, sweatshirts or sweat pants, leggings (e.g. spandex, cotton knit or athletic type) and spaghetti straps are considered unacceptable attire.

b. Male Attire

1. Acceptable attire includes: suits, jackets, trousers, shirts sweaters and polo shirts.

a. Shirts should be buttoned appropriately and in good taste.

b. Shirrtails should be tucked into trousers.

c. Tee shirts (novelty, athletic or underwear type) and sweatshirts are considered unacceptable attire.

2. Shoes

a. Safety should be considered when selecting shoes for business wear.

b. The following are not permitted: thongs, clogs, house slippers, shoes without a flexible sole, boots not intended for business wear, and tennis shoes. (See Casual Friday)

3. Jeans

- a. Jeans and overalls of denim material do not reflect a professional appearance and are not acceptable attire unless permitted in areas as designated by Assessor-County Clerk Recorder Administration.
 - b. EXCEPTIONS: Jeans are acceptable attire for the following Assessor-County Clerk-recorder departments or classifications:
 1. The classification of Stock Clerk.
 2. The staff of the Records Management Program, except office personnel.
 3. Temporary work assignments may require variations on this policy; such variations must be cleared with the section supervisor first.
 4. From time to time, the appraisal staff may be required to do field inspections in the course of their duties that, by their nature, would dictate more casual attire for comfort and safety considerations. This is not intended to be a blanket approval for all field work, but limited to those situations where it is justified.
4. Hair/Makeup/Grooming
- a. Hair must be clean, neat and styled for business wear.
 - b. Sideburns, mustache, beards and goatees must be neat, clean, and properly trimmed.
 - c. Makeup should be soft and complimentary in keeping with appropriate business attire.
 - d. Hands and nails should be clean.
 - e. Grooming shall be neat, clean and free from offending odors.
 - f. Miscellaneous
5. a. Any type of button such as political campaign buttons, religious statements and miscellaneous slogans are not permitted. Exceptions may be made to accommodate special occasions such as County or department-sponsored events.
6. Casual Friday Casual Friday attire is permitted on Fridays only. Traditional business wear is always acceptable, but if the employee prefers to wear more casual attire on Fridays, that is also acceptable.

a. Acceptable attire on casual Friday may include jeans and tennis shoes. Jeans should be neat, clean, unfaded or unfrayed. Tennis shoes should be in good condition.

b. Unacceptable casual Friday attire includes shorts, tee shirts (novelty, athletic or underwear type), sweatshirts or sweat pants, exposed midriff tops and leggings (e.g. spandex, cotton knit or athletic type).

7. Implementation and Review

a. Before implementation, all current employees shall review the above guidelines and exceptions. The department will be responsible for subsequent implementation with new hires and all employees shall receive a copy of this policy.

8. Enforcement

a. It shall be the responsibility of the supervisors and managers to enforce the Dress Code Policy. Employees must be in compliance at all times.

b. An employee will be counseled at any time his or her dress and general appearance does not reflect the spirit of these guidelines. Violations will not be tolerated. An employee will be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of the Dress Code Policy.

c. Failure to comply with the Dress Code Policy provisions as outlined will result in the implementation of progressive disciplinary measures.

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 which pertain to Grooming Standards, Dress Code and Uniforms.

ARTICLE XVIII
VOLUNTARY TIME-BANK

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

A. Definition of eligible employees.

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

B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to completely and totally incapacitate the employee for at least two (2) weeks 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 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 for catastrophic illness/injury may be established.

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

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

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

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

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

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

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

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

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

1. Only the employee for 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 affected employees will provide verification of their (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.
3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.

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

1. Receipt of written approval from the employee to announce the need for a Time-Bank transfer.
2. Notify the Human Resources Department of the need for the program and coordinate the program's establishment.
3. Require that employee donations be made directly to the Human Resources Department to ensure that employee's decision to donate or not donate is kept confidential.

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

G. The Human Resources Department will:

1. Receive from the employee benefiting from the Time-Bank proof of eligibility and a signed agreement allowing publication of the employee's situation.
2. Determine qualification, under the standards above, for the establishment of a Time-Bank.
3. Control the Time-Bank program.
4. The employee benefiting from the Time-Bank and the Human Resources Department will agree on the content of the publicity.
5. Publicize the establishment of the Time-Bank program. The notice will inform all employees of:
 - a. The establishment of the voluntary program.
 - b. Their opportunity to donate.
 - c. How donations are submitted.
6. Notify the department head immediately if the program cannot be established and the reason(s).

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

SMALL POX VACCINATIONS: VOLUNTEER TIME BANK

The County agrees to establish a small pox volunteer sick leave time bank to accommodate employees who may have a need to use sick leave time off due to receipt of the small pox vaccine. The time bank will contain a total of three days of sick leave per employee voluntarily receiving the small pox vaccine. In the event an employee requires time off beyond the projected one to three days, the County will provide Worker's Compensation Temporary Disability, in accordance with State law, for the duration of the incapacity.

ARTICLE XIX 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.

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

2. The employee shall submit a written request for review within 10 working days following the date of the receipt.

3. An employee is entitled to representation during the presentation of this appeal.

4. The Accident Review Committee shall review the evidence and testimony presented by the employee(s) and/or their representative and make its final determination. The final copy of the Accident Review Committee's determination will be sent to the employee's department and their representative or the employee.

5. If there is no appeal made within the stipulated time limits, the final copy of the Accident Review Committee's determination will be sent to the employee's department and the employee.

E. The County will release the employee from work with pay for the actual time needed for their presentation. An employee is not entitled to preparation time or mileage paid by the County. In cases where the employee is in an outlying area, a presentation may be made by a telephone conference call with the Accident Review Committee at the employee's option.

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

ARTICLE XX
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 Memorandum by reference.

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

ARTICLE XXI DISCRIMINATION COMPLAINT PROCEDURE

The County has established a strong commitment to prohibit and to prevent unlawful harassment and/or discrimination in employment, and has set forth a procedure for investigating and resolving internal complaints in Board of Supervisors Policy C-25, which policy is included in this Memorandum by reference.

ARTICLE XXII FLEXIBLE BENEFIT PROGRAM

Section 1. Establishment of the Plan

A. Purpose. The County of Riverside, a political subdivision of the State of California, hereby establishes a cafeteria plan, to be known as "The County of Riverside Flexible Benefits Program" (the "Plan"). The plan is intended to qualify as a plan described in section 125 of the Internal Revenue Code of 1986. The plan is established effective as of November 20, 1986, in order to provide eligible employees a means of choosing among various benefit programs on a favorable tax basis.

B. Applicability of Plan. The provisions of this plan are applicable only to the employees of the County in current employment who are members of a participating group of employees referred to under Article II, on and after November 20, 1986, who are enrolled in a benefit program offered under the Welfare Benefit Plan (excluding dental) offered by the County and who meet the eligibility requirements of Article V.

C. Provision for Payment of Benefits. Payment of the costs of benefits which are provided under this plan comes from: County contributions of cash and to the extent additional funds are needed, with employee contributions of salary.

Section 2. Definitions. The capitalized words and phrases in this plan shall have the meanings set forth below:

- A. The "Administrator" means the Health Benefits Officer of the County or a designee.
- B. The "Code" means the Internal Revenue Code of 1986 as from time to time amended, supplemented, or superseded by laws of similar effect.
- C. The "County" means the County of Riverside, a political subdivision of the State of California and, where the context requires, the duly authorized representative thereof.
- D. "Contributory Coverages" means those coverages available to employees under a Welfare Benefit Plan and dental coverage for which the County makes contributions of cash on behalf of each employee and requires a salary reduction by an employee if the cost of the coverage exceeds the County's contribution made on behalf of the employee.
- E. "Effective Date" means November 20, 1986.
- F. "Employee" shall refer only to "regular" or "seasonal" employee(s) 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 of the County of Riverside (Res. No. 99-379).
- G. "Plan Year" means the calendar year.
- H. "Welfare Benefit Plan" means any employee benefit program offered pursuant to this plan. Currently, the only such plans are the major medical coverages offered on either an indemnity or prepaid basis and dental coverage, but not included are any vision, disability or accidental death or dismemberment plans which the County offers. Rights under any Welfare Benefit Plan offered pursuant to this Plan shall be determined only under the documents establishing the Welfare Benefit Plan, as amended from time to time, and which are incorporated herein by this reference.
- I. Gender and Number. Except when otherwise indicated by the context, any masculine terminology shall also include the feminine and the definition of any term in the singular shall also include the plural.

Section 3. Eligibility and Participation. A person who is a member of a group of Employees (1) which is represented for collective bargaining purposes by an association or union which adopts this Plan through a memorandum of understanding with the County or (2) which is a classification of Employees with respect to which the County adopts the Plan shall be eligible to become a member of this Plan commencing with the effective date of such adoption. If a participant transfers to any position which is not covered by the Plan, they shall cease to be a participant. The individual will again become a participant when he/she returns to a position covered by the Plan.

Section 4. Benefits

A. Electable Benefits. The Compensation and benefits among which an employee may elect under this Plan are:

1. Salary, and

2. Contributory Coverages which are available to the Employee in lieu of salary. Included in the Contributory Coverages are benefits available under the Welfare Benefit Plan and dental coverage as offered by the County.

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

B. Election Under Plan. Elections under Section 4.1 shall normally be made for one year periods. Once per year at the date it specifies, the County shall permit each eligible Employee to make an election between a Contributory Coverage or cash in lieu thereof, as provided under Section 4.1. An employee may only revoke their benefit election and make a new election with respect to the remainder of the one year period to the extent permitted by the County, and only if both the revocation and the new election are on account of and are consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child and deletion of dependents). In addition, elections may also be made not later than ninety days after an Employee first becomes eligible for a Contributory Coverage. Any election made by an Employee will remain in effect until changed by the Employee.

C. Election Amendments by Administrator. The County may amend Employee elections under this Plan in the event the County determines that amendments are necessary or advisable in order to (i) satisfy the anti-discrimination requirements imposed on this Plan by the Code; (ii) prevent any Employee from having to recognize more income for Federal income tax purposes from the receipt of fringe benefits hereunder than would otherwise be recognized, due to the application of any anti-discrimination provision of the Code; or (iii) maintain the non-taxable status of benefits received under this plan or any benefit plan pursuant to the requirements of the Code.

D. Funding. This Plan shall be funded by County contribution of cash, and salary reduction contributions to the extent additional funds are needed by Employees in order to receive Contributory Coverage. County contributions shall be applied by the County to purchase Contributory Coverages for electing Employees or to pay them cash as provided under Section 4.1. The maximum amount of non-elective County contributions available for

any Employee shall be the amount as listed on Appendix A, attached hereto, as may be amended from time to time. The maximum amount of salary that could be waived by Employees shall be the difference between the cost of the most expensive coverage available under a Welfare Benefit Plan that the Employee could select for the period in question and the non-elective County contribution made on the Employee's behalf. Each participant shall determine the amount of reduction in their salary to be used to purchase Contributory Coverages for the Plan Year, for each biweekly pay period, prior to the beginning of such Plan Year, or:

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

Section 5. Receipt of Benefits

A. Controlling Effect of Benefit Plans and Programs. All claims for benefits shall be subject to and governed by the terms and conditions of the particular benefit plan or program adopted by the County with respect thereto and the rules, regulations, policies, and procedures from time to time adopted in accordance therewith.

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

Section 6. Administrative Provisions. The Administrator shall administer the Plan and shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not limited to, the following:

A. To construe and interpret this Plan, to decide all questions of eligibility and participation and to determine the benefit plans and programs to be covered by this Plan;

B. To prescribe procedures to be followed by Employees to make benefit elections pursuant to this Plan;

C. To prepare and distribute information explaining this Plan and the benefit plans and programs covered hereby in such manner as the Administrator determines to be appropriate;

D. To request and receive from all Employees such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;

E. To furnish each Employee with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;

F. To receive, review and keep on file such reports and information concerning the benefit plans and programs covered by this Plan as the Administrator determines from time to time to be necessary and proper; and,

G. To appoint or employ such individuals or entities to assist in administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants.

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

Section 7. Flex Benefits Programs. The County shall contribute \$25.00 per month, on behalf of each eligible retiree and such employee's and retiree dependents enrolled in one of Riverside County employee medical and hospital plans, toward the payment of premiums for health insurance.

The County shall contribute up to \$425.40 per month, per active employee only, toward the County's Flexible Benefit Program and is to be used toward the eligible cafeteria plans. SEIU agrees that the County may use some or all of the Short Term Disability (STD) fund (less appropriate reserves) to fund this benefit.

Effective pay period 14-04 (pay date July 7, 2004), the County's Flex Contribution shall increase to \$465.00 per month (\$232.50/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

Effective pay period 25-04 (pay date December 8, 2004), the County's Flex Contribution shall increase to \$512.00 per month (\$256.00/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

Employees whose last hire date is on or after November 11, 2004 (pay period 25-04) will be required to select a medical plan as part of their Flexible Benefit election each year, and will not have the option of waiving all medical coverage. Those who fail to timely elect medical coverage will be placed in the lowest-priced employee-only medical plan available.

Employees whose most recent hire date is prior to November 11, 2004 (pay period 25-04) will have the option of waiving medical coverage if they provide proof of coverage under another group medical plan. The County's Flex Contribution available for other benefits or cash is \$425.40 and will remain at that level. As a result, the fee for waiving will initially be \$39.60 effective Pay Period 14-04 (pay date July 7, 2004) and \$86.60 effective Pay Period 25-04 (pay date December 8, 2004).

Employees electing not to take hospital and medical health insurance coverage must provide evidence of hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another 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 hospital and medical coverage shall be received by the Human Resources Department within sixty days from date of hire, and annually during Open Enrollment.

While qualifying employees may waive medical coverage, at least one of the flexible benefit options must be taken (medical, dental, or Flexible Spending Account) to receive cash back.

If monies remain after deduction of elected benefits and waiver fees, said monies may be taken in cash back to the aggregate total of options selected and cash.

For example:

County Monthly Contribution	\$465.00
Health Insurance Premium for a single party as of 12/11/03	206.00
Dental Insurance Premium (single party)	18.00
Cash Back	241.00
Total	\$465.00

If monies remain after waiver of health insurance and deduction of other elected benefits, said monies may be taken in cash back:

For example:

County Monthly Contribution (as of 12/08/04)	\$512.00
Health Care FSA	20.00
Waiver fee	86.60
Cash Back	405.40
Total	\$512.00

For part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees after January 11, 1990, the prorated health insurance contribution shall become a prorated cafeteria contribution under the County of Riverside Flexible Benefits Program on the following basis:

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

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

Section 8. Optical Insurance. The County agreed to providing an optical plan as an option under the County's flex benefit plan (cafeteria plan) subject to the insurance committee proceedings as shown in a subsequent section of this Memorandum, and any subsequent meet and confer session or impasse procedure in order to reach agreement. The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit in this Memorandum). An employee's option for optical insurance only does not qualify the employee for cash back.

Section 9. Deferred Compensation. The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to \$8,000 total in any one calendar year in accordance with the County's approved Deferred Compensation Plan.

ARTICLE XXIII
AGENCY SHOP

(The provisions of this Article are not applicable to employees in the Supervisory Unit)

Subject to the provisions set forth below, the County shall deduct and remit the SEIU biweekly service fees or dues, as appropriate, for fee payers/members of SEIU.

Current employees in the unit who are now SEIU members shall remain SEIU members for the period of this Memorandum of Understanding. Employees who are hired on or after the effective date of this Memorandum, and are in a job classification within a representation unit of SEIU covered by this Memorandum of Understanding, the County, in conformance with the provisions of Government Code Section 3508.5(b), shall deduct the payment of service fees to SEIU from the employees' paychecks. Furthermore, employees hired on or after July 3, 1986, shall, within thirty (30) days from the effective date of this Memorandum of Understanding, become a member of SEIU or, pursuant to the provisions of Government Code 3508.5(b) the County shall automatically deduct the payment of service fees to SEIU from the employee's biweekly paycheck.

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

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

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

Whenever a unit member shall be delinquent in the payment of dues or fees, SEIU shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Human Resources Director, or designee,. In the event the unit member fails to cure said delinquency, SEIU shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws.

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

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

This organizational security agreement shall be null and void if rescinded by a vote of employees affected in the unit pursuant to Government Code Section 3502.5(b).

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

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

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

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

Effective January 1, 2005, all SEIU represented employees, including those hired prior to July 3, 1986, must join the Union or become "fair share" (fee) payers.

ARTICLE XXIV
MAINTENANCE OF MEMBERSHIP
(Supervisory Unit Only)

Employees in the Supervisory representation unit who are members of SEIU on June 29, 1989, shall remain members during the period covered by this Memorandum of Understanding. Such employees may withdraw during the month of April of any year as described below.

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

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

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

ARTICLE XXV
SEIU PENSION

Subject to meeting the conditions set forth below, the County shall make a biweekly contribution to the SEIU National Industry Pension Fund equal to \$.06 per hour for all hours worked on behalf of those Regular employees covered under the provisions of this agreement. The County agrees to be bound by and comply with the Appendix to the Collective Bargaining Agreement between SEIU Local 1997 and the County of Riverside to which it is signatory, and any amendments thereto; provided, however, that SEIU, Local 1997, the Fund, and all members, agents employees, representatives or other parties empowered to act on their behalf shall indemnify and hold the County harmless from any

and all liability, including costs of suits and reasonable attorney fees, arising from the implementation and continued operation of this Article.

Conditions:

1. SEIU must provide a copy of the IRS approval letter of the SEIU defined benefit plan (including the approval number) to the County.
2. SEIU agrees to perform all necessary calculations for each SEIU represented employee, at the time of his/her retirement, to assure that the retiring employee's combined PERS and SEIU retirement benefit does exceed 100% of the County salary received by him/her prior to retirement. In the event such combined salary exceeds this 100% limit, SEIU agrees to reduce the SEIU retirement benefit for the affected employee to a level that will assure that the 100% requirement is met.
3. Inasmuch as the SEIU Defined Benefit Plan is administered by SEIU and not the County of Riverside, the County must receive a written statement from PERS, prior to the implementation of the Plan, stating that, for PERS purposes, the implementation of the SEIU plan is both legal and consistent with PERS regulations.
4. SEIU assumes responsibility for all necessary reporting to the appropriate State and Federal agencies.
5. In the event SEIU is unable to comply with all of the conditions set forth above, the \$.06 per hour negotiated by the parties will be applied to a County sponsored 401(a) plan.
6. Effective June 30, 2003, the County shall increase its biweekly contribution to the SEIU National Industry Pension Fund by an additional \$.04 per hour so that the County's total contribution shall be equal to \$.10 per hour for all hours worked on behalf of those Regular employees covered under the provisions of this agreement. SEIU agrees that the County may use some or all of the Short Term Disability Fund (less appropriate reserves) during the term of this agreement to fund this increase.

ARTICLE XXVI
SEPARABILITY

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

ARTICLE XXVII
JOINT LABOR/MANAGEMENT COMMITTEE

DPSS CASELOADS

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 monthly, including by not limited to the following departments:

Information Technology

- To evaluate the Dynamic Skills process
- Ability to recruit and retain staff
- To review the systems flexibility to maintain the highest standard of expertise for the County
- Skill assignment objectivity, neutrality, and equity
- Make recommendations on improvements

Housing Authority

- Work together to improve morale
- Review career ladders
- Strategize on ways to minimize the impact of decreased federal funding on clients and employees
- Other issues as they arise

DPSS/CPS and APS

- Review obstacles and devise solutions to implement SB2030 in Riverside County
- Work together to improve morale
- Review career ladders
- Improve efficiencies and streamline documentation
- Strategize on ways to minimize the impact of decreased state funding on clients and employees
- Yardstick as a goal
- The availability of additional compensation for workers with caseloads over the yardstick
- Ways to improve recruitment and retention

- Training and support of CPS workers
- Case load management and coping methods when targeted levels are exceeded
- Supervision of initial caseloads (including consideration of mentor programs)
- Discussion of how to deal with inadvertent errors or omissions when caseloads are high

Parks

- Work together to improve morale
- Review career ladders
- Follow up on previous employee recommendations

ARTICLE XXVIII
SPECIAL PROVISIONS

REGISTERED NURSES UNIT

Section 1. R.N. License To Practice (Also Applicable to Nurses in the Supervisory Unit)

A. All positions requiring a Registered Nurse's license are required to hold a current valid license in the State of California.

B. 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 on file.

C. Proof of renewal:

1. Two (2) year license - actual license is provided, verification form is signed and employee is cleared to work for two (2) year period.

2. Temporary verification - In the event the employee cannot provide a current license, he/she shall be allowed to continue working for a period of twenty (20) days, if they are able to provide:

- a. A copy of money order, cashiers check or canceled personal check as proof of payment (a personal check will delay receipt of license, since the Board must allow time for the check to clear) and;
- b. Copies of Continuing Education Certificate.

D. Disciplinary Action:

1. If the employee is unable to meet the requirements of Section C, (1) or (2) above, he/she shall not be allowed to continue working and disciplinary action shall be instituted in accordance with Article XI, m., of this Memorandum. During this time period, the employee may elect to use vacation, holiday or compensatory time he/she has accrued, or they will be considered absent without pay.

2. If the employee has met requirements outlined in C, (2) above but is unable to provide the actual license by the end of the twenty (20) day temporary period, he/she shall not be allowed to continue working beyond the twenty first (21) day. If removed from work, he/she will be allowed to use accrued vacation, holiday or compensatory time or be absent without pay. Disciplinary action shall begin in accordance with Article XI, m., on the twenty first (21) day.

3. If the employee is able to produce the actual license during the disciplinary process, the disciplinary action will cease immediately.

E. Temporary licenses will expire at midnight of the stated expiration date.

Section 2. Career Ladders/Assessment Boards

ASSESSMENT BOARD FOR REGISTERED NURSES, PUBLIC HEALTH NURSES AND NURSE PRACTITIONER SERIES (Not applicable to Nurses in the Supervisory Unit)

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

- One (1) employee member from the Registered Nurses Unit. The first Assessment Board meeting may use a substitute of a SEIU staff member in place of the employee member.
- One (1) outside citizen member or member from another County or another County department of Riverside County.
- Three (3) members from the department for which the Assessment Board is convening.
- The Assessment Board shall include a physician when reviewing applicants for advanced level of Nurse Practitioner. The appointment may be an outside citizen appointment or one of the department members of the Board.
- The Assessment Board shall meet at least annually.
- Appointments made shall be permanent promotional. Strict adherence shall be made in applying the County criterion for these promotions.

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:

- 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.
- One (1) outside citizen member or member from another County or another County department of Riverside County.
- Three (3) members from the department for which the Assessment Board is convening.
- The Assessment board shall meet at least once a year.
- 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.

NURSING EDUCATION INCENTIVE PROGRAM.

1. It is agreed between the parties that a study shall be conducted to develop information for a Nursing Education Incentive Program. The information will consist of, but not be limited to, 20-20 programs, tuition reimbursement and advanced degree programs or any other educational media or combination thereof for registered nurses (R.N.) personnel with the objective of retaining career nurses.
2. Research shall include educational requirements for nursing degrees, course availability, cost of courses, books, fees and any other ancillary costs. Institutions shall be evaluated. Grant funding, scholarships or any other funding available shall be determined. Subsequent to reaching an agreement as set forth in paragraph (3) below, the County will provide up to an aggregate total of \$25,000 per year for education incentives. Contract language shall be developed between the County and Registered Nurses for the term of employment where funding is a significant investment.
3. Information gathered shall be shared with the Registered Nurses Unit on a quarterly basis and become subject to full discussion between the County and Registered Nurses Unit in both formal and informal meetings to endeavor to reach agreement on a County Educational Incentive Program for nurses by September 1, 2000.

The study committee shall consist of representation from the following:

Riverside County Regional Medical Center

- 1 - R.N. Recruiter
- 1 - Representative from Human Resources Department
- 1 - Representative from Nursing Administration
- 1 - Registered Nurse selected by the Union

Public Health Department

- 1 - Representative from Staff Development
- 1 – Public Health Nurse selected by the Union

This committee shall meet at least monthly.

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. Uniforms The County shall provide an allowance for uniforms not to exceed \$475.00 per employee annually for each person employed as a Supervising Fire Protection Technician (Class Code 37871) by the Riverside County Department of Fire Protection. The employee shall not be given a money allowance, but shall be supplied with a uniform. All parts of the uniform, furnished or replaced by the county, remain the property of the County, and upon termination shall be returned to the Fire Department or an appropriate amount shall be deducted from the employee’s final check.

Damaged or deteriorated parts of departmentally issued or replaced uniforms, caused by normal wear or events in the line of duty, shall be repaired or replaced upon written approval by a Fire Chief or a designee.

Permanent employees in the Supervising Animal Control Officer, Senior Animal Control Officer, Animal Control Officer, Animal License Inspector and Animal Control Trainee classes, 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. Worn out or damaged uniforms, as determined by the department head, may be replaced by turning in the worn out or damaged article. All shirts and pants purchased by the County shall be returned by the employee upon termination.

Permanent employees working for the Riverside County Regional Medical Center in the classifications listed below 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. All shirts and pants purchased by the County shall be returned by the employee upon termination.

Supervising Cook

As of ratification 2004 the following uniform allowances are provided by the County to employees in the following classifications:

Department	Classification	Annual Allowance
RCRMC	Mental Health Facility Housekeeping Supervisor	\$600
	Lead Housekeeper	\$161
Fleet	Senior Fleet Services Assistant	\$161
	Garage Branch Supervisor	\$161-286
	Automotive Services Supervisor	\$161-260
TLMA	Supervising Land Surveyor	\$239
	Senior Land Surveyor	\$239
	Traffic Signal Supervisor	\$239
	Tech Engineering Unit Supervisor	\$239
	Assistant District Road Maintenance Supervisor	\$255
	Survey Party Chief	\$239
	Survey Party Chief RE/LLS	\$239
	Equipment Service Supervisor	\$369
	District Road Maintenance Supervisor	\$255
Waste	Maintenance Worker – WRMD	\$161- \$193
	Equipment Operator I & II – WRMD	\$165
	Senior Equipment Operator - WRMD	\$165
	Laborer – WRMD	\$165
	Crew Lead Workers – WRMD	\$141
	Maintenance & Construction Worker – WRMD	\$161
	Haz Waste Inspector – WRMD	\$405
	Senior Haz Waste Inspector – WRMD	\$405
	Supervising Haz Waste Inspector – WRMD	\$405
	Supervising Equipment Parts Storekeeper – WRMD	\$161
	Equipment Service Supervisor	\$82
Parks	Park Aide – Parks	\$350
	Senior Park Ranger - Parks	\$350

Section 4. Special Differentials

Hazardous Materials Management Specialist - \$150 per month per employee. Implementation shall be subject to availability of department funds and shall occur within 30 days following ratification of the MOU by the Board of Supervisors.

Section 5. Forensic Mental Health Differential Employees in the following classifications who are permanently assigned to a juvenile or adult detention facility shall receive an adult or juvenile detention differential of three steps:

Mental Health Services Supervisor A & B	Senior Clinical Psychologist
Clinical Psychologist	Psychiatrist I and II
Psychiatric Social Worker I & II	Registered Nurse I, II, III, IV or V
Marriage, Family, and Child Counselor I & II	

ARTICLE XXIX COMPENSATION AND BENEFIT INCREASES

1. Effective March 19, 2004, all represented employees shall receive a 4% wage increase in their base salaries.
2. Effective September 30, 2004, one additional step shall be added to the salary ranges for the classifications covered under this agreement. The equivalent amount of a new step shall be applied to the IT competency base pay amount. Also effective September 30, 2004, any represented employee who has been compensated at the top step of the salary range for his/her classifications for one year or more, shall receive the one step salary increase provided herein. For any represented employee assigned to one of these classifications who has not been compensated at the top step of the salary range for said classification for a period of one year or more, the increase provided under this provision shall be treated in the same manner as any other merit increase and shall be granted, or denied, pursuant to the Step Advance provisions set forth in this Memorandum of Understanding.
3. For employees covered under the provisions of this Memorandum of Understanding on July 11, 2002, the County shall pick-up the one percent additional employee PERS contribution required for the 3% @ 60 retirement plan. All other employees shall be required to pay the additional one percent employee contribution until the completion of five years of County service, except for employees who promote, demote, or transfer into a SEIU represented classification and were previously receiving this one percent pick-up under another Memorandum of Understanding with Riverside County, or the Management Resolution.

ARTICLE XXX PARITY STUDIES

Upon ratification 2004, Clinical Lab Scientist employed at RCRMC shall receive a 5.5% or equivalent two (2) step parity adjustment.

Parity issues will continue to be discussed in the appropriate labor-management committee meetings.

ARTICLE XXXI
UNION RIGHTS

Section 1. Bulletin Boards: Space will be made available to SEIU on departmental bulletin boards within representation units 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 an organization. The posting and removal of bulleting 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.

Section 2. Separate Payroll Deduction Code: The County agrees to provide SEIU with one separate payroll deduction code for insurance related deductions.

Section 3. workforceExchange: workforceExchange shall be made available to SEIU for communications with its members.

Section 4. 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 RCRMC 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 5. Consensus: The existing County Charter consensus provision of the County Labor/Management Committee shall be applicable to the SEIU bargaining unit specific Labor/Management Committee.

Section 6. Education and Training Release Time: Effective January 1, 2003, County agrees to release SEIU represented employees for Union related education and training activities not to exceed an aggregate total of 20 minutes per represented employee per calendar year (Cost \$39,922). Time spent training Worksite Representatives 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.

Section 7. Stewards: SEIU may elect or appoint one (1) Steward in each County Department and one (1) additional Steward in departments with more than 200 SEIU members but in no case shall more than thirty-five (35) Stewards be elected or appointed.

[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 Memorandum. 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 Memorandum. A Steward is permitted to represent SEIU in grievances, administrative interviews, or Skelly hearings, consistent with the representational rights granted by the *Meyers-Milias-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 (i) the specific reason for requesting permission, (ii) the employee(s) to be represented, and (iii) 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.

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 the workweek in question. 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, Labor-Management meetings, arbitration, PERB hearings, court, depositions, negotiations, union conferences or training.

The Steward program is introduced on a trial basis and will terminate at midnight, December 31, 2005. Any continuation of the program thereafter will require the express agreement of the parties.

Section 8 New Employee Orientation: SEIU will be allowed to participate and present during new employee orientation.

Section 9 SEIU Training Fund: Effective July 1, 2004, the County will contribute \$0.01 per hour, for employees covered under the provisions of this Memorandum of Understanding, for all regular hours compensated, to be allocated to the SEIU, Local 1997 Training Fund.

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

ARTICLE XXXII
BOARD POLICY C-29 – POLL WORKERS

The Board of Supervisors has adopted a policy encouraging County employees to serve as election officers. Employees desiring to volunteer their services as election officers shall apply for such service and coordinate their application in accordance with Board Policy C-29 Use of County Employees as Election Officers.

Reference:

Minute Order 3.41, dated 8/29/00

Amended

Minute Order 3.35 dated 6/4/02

Amended

Minute Order 3.26 dated 3/15/05

APPENDIX "A"

Historical References:

Formerly contained at Article IV Section 1:

A. Effective May 7, 1998, SEIU agrees that the County retains the right to modify employee schedules in a manner that will support the immediate opening of County offices and facilities on a Monday through Friday operating schedule. Any employee who believes that such rescheduling is not required at his/her work location to keep his/her County office open five days a week may grieve such action.

B. Effective July 1, 1998, SEIU agrees that the County may further modify employee schedules so as to guarantee effective provision of County services during each day of the five-day week. Any employee who believes that such modification is not necessary at his/her work location for effective County service may grieve such action.

1. Expedited Arbitration. The County agrees to expedite the processing of any timely filed grievance alleging a violation of Sections 1(A.) or 1(B.) above. Except for those provisions of Article XIII, Grievance Procedure, specifically referenced or incorporated into this Section, this provision represents the sole administrative remedy for grievances arising out of the application of Sections 1(A.) and 1(B.) above for the period May 7, 1998, through and including June 30, 1999.

a. Steps

1. Procedure. All grievances shall be filed by an employee with 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.

2. Presentation. All grievance petitions shall be filed within fifteen (15) 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.

3. Consolidation. Grievance petitions involving the same or similar issues, filed by employees in the same representation unit and at the same work location, shall be consolidated.

b. Advisory Arbitration

1. The grievant and the Employee Relations Manager, or a designee, shall attempt to agree on an arbitrator within 30 days of receipt of the grievance by the Human Resources Director. The parties may also mutually agree to meet in an effort to resolve the grievance.

2. The parties shall maintain a jointly negotiated list of up to eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven or more than eleven names. 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.

3. At the start of any arbitration hearing set pursuant to the provisions of this Article, Management shall be entitled to present argument and/or exhibits, and request a ruling from the agreed-upon Arbitrator, on the threshold issues of the grievability or arbitrability of the matter(s) placed before him/her.

4. 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.

5. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Employee Relations Manager, or a designee, with the employee's department head at least two (2) working days in advance of the hearing date. When the grievant is self-represented or represented by other than the Exclusive Employee Organization, the employee shall deposit one-half () of the estimated hearing costs (including transcripts) in accordance with Section 14 (D) with the Employee Relations Manager who shall determine the estimate and process grievant's deposit.

6. Prior to the arbitration hearing, the grievant and the Employee Relations Manager, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

The arbitrator shall not decide any 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.

7. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.

8. 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.

9. 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.

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

11. The grievance shall thereafter be subject to decision by the Board of Supervisors. The Board of Supervisors shall either accept or reject the arbitrator'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 arbitrator'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.

Formerly contained at Article XXX – Parity Studies:

The County agrees to a parity pool of \$1,100,000 for each year of the MOU to be applied to the cost of conducting parity studies for SEIU represented classifications. The methods, means and procedures for

conducting such studies shall be determined by the County and the cost of granting parity increases, if any, to employees in the classifications described below shall be charged against this amount.

Eligibility Supervisors - \$362,235 (already completed)
Hiring and Retention Bonus - \$535,000 (already completed)
IT Study - \$1,000,000 – (already completed)

The County, upon determining the methods, means and procedures, shall complete parity studies of the following classifications by November 1, 2000.

Food Services Supervisors and Managers
Real Property Agents
Marriage and Family Therapists
Physician Assistants
Supervising Public Defender Investigators
Supervising Legal Document Classifier
Legal Document Coordinator
Records Research & Policy Analyst

The County agrees the following classifications shall be studied with other Health/Allied classifications by February 1, 2001:

Health Educators, Clinical Lab Scientists, Nutritionists/Dietitians, Environmental Health Specialists, Respiratory Therapists, Public Health Nurses, Clinic Nurses, and Mental Health Worker II.

D.A. Program Specialists – The Human Resources Department agrees to review the classification of D.A. Program Specialist within 30 days of the implementation of this MOU to determine whether it should be included in the I.T. study. In the event it is determined that it should be included, Human Resources shall complete a study by September 1, 2000.

Notwithstanding the amounts set forth in this Article, during the 18 month extension of this MOU, the County agrees to complete cyclical studies and apply the necessary adjustments as required.