

MEMORANDUM OF UNDERSTANDING  
2000 - 2006

COUNTY OF RIVERSIDE

AND

UNITED PUBLIC EMPLOYEES OF CALIFORNIA,  
Laborers' International Union of North America,  
LOCAL 777, AFL-CIO, CLC

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## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

completion of the initial probationary period.

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

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

Regular position means a position established by this ordinance on an ongoing basis, as distinct from a seasonal or temporary position.

Regular employee means a holder of a regular position.

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

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

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

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

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

## SUMMARY OF BENEFITS

This summary of benefits is for 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 Laborers' International Union of North America, Local 777, (LIUNA). Should any conflict arise between this Summary and the Articles, the Articles shall take precedence.

MEDICAL INSURANCE Up to \$287.50 for flex benefits and \$25.00 for health insurance per month paid by the County on County plans with difference between premium deductions and \$312.50, if any, paid to employee. Effective December 12, 2002, the combined total of flex benefits and health insurance shall be increased by \$82.90/mo. to a total of \$395.40. Effective pay period 25-03 (pay

date December 10, 2003) the combined total of flex benefits and health insurance shall be increased by \$30.00/mo. to a total of \$425.40. In accordance with the Tentative Agreement dated August 28, 2003, an additional \$39.60 per active represented employee (\$19.80/biweek for 24 biweeks/year) will be allocated as additional Flex Credits, in addition to the previously negotiated \$30 increase per month, effective pay period 25-03 (pay date December 10, 2003). This results in a total County Flex Contribution of \$465.00 per month (\$232.50/biweek for 24 biweeks/year), effective pay period 25-03. Effective pay period 25-04 (pay date December 8, 2004), the County's Flex Contribution shall increase by \$47.00 per employee per month to \$512.00 per month (\$256.00/biweek for 24 biweeks/year). Effective pay period 25-05 (pay date December 7, 2005), the County's Flex Contribution shall increase by \$56.00 per employee per month to \$568.00 per month (\$284.00/biweek for 24 biweeks/year). All represented employees whose last hire date is on or after November 13, 2003 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 13, 2003 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 will be increased by \$30 per month effective pay period 25-03 (pay date December 10, 2003), to a total of \$425.40 per month (\$212.70/biweek for 24 biweeks/year), and will remain at that level for the term of this MOU.

OPTICAL INSURANCE

(Inclusion in County Flex Benefit Plan) The County agrees 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 contribution or employee's contributions (no additional County contribution shall be made for this benefit in this existing County flex benefit contribution).

PRORATED HEALTH  
INSURANCE  
CONTRIBUTION

The County will pay 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 their regular rate for the time actually worked and is entitled to eight hours of holiday pay or compensatory time off. EXCEPTION: Public Safety Communications Officers I and II, Fingerprint Examiners, Forensic Technicians and Sheriff's Service Officers whose regularly scheduled work day falls on a paid holiday, are entitled to not more than 12 hours of compensation at the rate of one and one-half times the regular rate of pay for the time actually worked.

RETIREMENT

Public Employee's Retirement System (PERS) "MISCELLANEOUS" status: 2% at 55; modified for social security; post retirement survivor's benefit; basic death benefit. New employees pay the employee contribution for the first five years. Effective for all retirements on or after September 1, 2000, the provisions of Section 20042 (Single Highest Year) shall apply to all miscellaneous employees and the provisions of Section 20037 (last consecutive 36 months) shall no longer be applicable. 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%.

SHIFT  
DIFFERENTIAL

\$.60 per hour for hours actually worked between 3:00 pm and 11:00 pm when work commences between 3:00 pm and 11:00 pm; \$1.20 per hour for hours actually worked between 11:00 pm and 7:00 am. EXCEPTION: Angiography Technicians are paid \$.60 per hour for hours worked between 3:00 pm and 11:00 pm; and \$1.20 per hour for hours actually worked between 11:00 pm and 7:00 am (Does not apply to Bail Clerks. Does not apply to vacation, sick leave, or holiday pay).

INCONVENIENCE  
DIFFERENTIAL

Employees of the Road Department, whose classification is represented by the Trades, Crafts and Labor Unit, that are assigned to a traveling crew while its work headquarters are temporarily at a distance from their normal headquarters and residence may be entitled to \$12.00 per pay period in addition to regular compensation.

OVERTIME

Overtime worked is compensated by crediting the employee with



compensatory time off (CTO) at the rate of one and one-half times the actual overtime hours worked. The employee may arrange or be scheduled to take time off. At the end of each pay period in which overtime is earned, the employee may elect to be paid for any CTO exceeding 40 hours or may accumulate CTO up to 120 hours. Overtime credit exceeding 120 hours will be paid automatically. EXCEPTIONS: For employees in job classifications listed in Appendix I of Ordinance #440, CTO is credited at straight time and there is no limit on accumulation; Any Sheriff's Service Officer, Forensic Technician or Fingerprint Examiner who has accumulated CTO at the end of each pay period in which overtime is earned, may elect to be paid for all CTO or may accumulate up to 80 hours; Nursing Assistants may be paid for all CTO or accumulate up to 120 hours; Those classifications listed in Article IV, Sec. 3.C. under the conditions set forth therein.

STAND-BY PAY

(If authorized) one hour for every eight hours employee is required to be on stand by. (Does not apply to classes in Appendix I of ordinance #440). EXCEPTIONS: Angiology Technicians working at Riverside County Regional Medical Center are compensated at the rate of \$1.75 per hour for each hour of standby. Medical Transportation Technician and Senior Medical Transportation Technician shall be compensated for such service by payment of \$1.20 per hour for each hour of actual standby on professional call duty.

CALL BACK PAY

Minimum of one hour pay. (Does not apply to classes listed in Appendix I of Ordinance #440).

DEFERRED  
COMPENSATION

Available to employees through The National Association of Counties (NACO) (800) 544-2605.

UNIFORMS

Permanent employees in Senior Animal Control Officer, Animal Control Officer, Animal License Inspector, and Animal Control Officer Trainee classes, if required to wear uniforms, will be provided five sets of uniforms, 1 raincoat and 1 jacket. Cook, Baker and Housekeeping classes at Riverside County Regional Center, if required to wear uniforms, will be provided four (4) shirts and two (2) pants. The selection of clothing shall be made by the Department Head and shall be returned upon termination. Permanent employees in specified classes in the Transportation Department will be provided with 11 sets of uniforms.

CLEANING  
ALLOWANCE

The County supplies uniforms up to \$11.00 per month for Automotive Mechanic I, II, and III, Automotive Service Worker, Equipment Parts Helper. Uniforms are supplied for the classes of

Equipment Maintenance Worker, Maintenance Painter, and for those employees whose primary function is water treatment on air conditioning equipment in the classes of Building Maintenance Mechanic and Maintenance Worker.

TOOLS  
REIMBURSEMENT

Employees in certain classes may be reimbursed up to \$7,500 each incident for the fair market value of tools stolen in excess of \$100 from locked storage areas, provided there is proper identification and reporting.

SICK LEAVE  
ACCRUAL

4 hours per pay period with unlimited accumulation.

SICK LEAVE 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' COMP.

Workers' Compensation benefits are provided in accordance with the California Labor Code. The County expands these benefits to include full salary for the first 21 calendar days of absence and use of accrued leave time thereafter to make up the difference between temporary disability and full salary.

After 30 days from the reported date of an injury, an employee has the right to request a change of treating physician within a reasonable geographic location if the original treating physician is selected initially by the employer. An employee may elect to treat with their "personal physician" provided a written request to do so is on file with the Workers' Compensation Division prior to the date of injury. Personal physician means the employee's regular physician or surgeon who retains the employee's medical records, including medical history. The appropriate request form may be obtained from the Workers' Compensation Division, 3499 10<sup>th</sup> Street, Riverside, CA 92501.

SHORT TERM  
DISABILITY

Paid by County through Voluntary Plan of America. Not State Disability; County does not pay into State Disability.

POST-EMPLOYMENT  
SPECIAL PAY/VEBA  
PLAN

Post Employment Accounts: Effective March 1, 2004, for each regular employee covered under this Memorandum of Understanding who is separating from County employment, the County shall provide post-employment Special Pay Accounts wherein the payable value of qualifying final accrued leave

balances will be deposited, up to the legal limit. 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 Special Pay/VEBA Plan. Special Pay Accounts are tax-deferred investment funds. The employee may also elect to place some or all of the funds into a Health Savings Account, which may be used for future health care costs, in lieu of the Special Pay Account. A participant fee is charged for Health Savings Accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

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 United Public Employees of California, Laborers' International Union of North America, Local 777, AFL-CIO, CLC, (hereinafter referred to as LIUNA) 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, June 30, 2006. 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 LIUNA desires to negotiate a successor Memorandum of Understanding, LIUNA shall serve on the County during the period of 120 days to 90 days prior to the expiration of the current MOU, its full and written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, the County shall, within forty-five (45) days, present counter proposals. Negotiations shall begin within forty-five (45) days after receipt of LIUNA's proposals 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.

a. Limited Re-opener: The County agrees to re-open negotiations limited to the issue of health insurance upon receipt of a written request by LIUNA submitted between the period of April 4, through April 30, 2003

ARTICLE II  
RECOGNITION

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

- A. Inspection & Technical
- B. Supporting Services
- C. Trades, Crafts, and Labor

The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to employees employed by the County in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside (Resolution No.99-379). Effective June 29, 2000, the provisions of this MOU shall no longer be applicable to employees of the Consolidated Municipal/Superior Courts.

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 LIUNA indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where LIUNA 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 LIUNA 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 the County's Board of Supervisors.

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 bi-weekly work period of 80 hours after giving a one pay period written notice to the representative, if any, of the employees affected.

A. LIUNA 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.

Section 2. Overtime

A. Any employee who is determined by the Human Resource Director and County Counsel to be FLSA exempt shall not be paid overtime of any type unless specifically provided herein.

B. 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 professional call duty status. It does not include regularly scheduled work on a paid holiday for which the employee is entitled to equal compensatory time off.

C. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the Department Head or a designated subordinate. It shall not exceed 16 hours in any work period for any employee without prior approval of the County Executive Officer, except in case of public emergency or calamity or immediate hazard to life or property.

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

D. Departmental Records Each Department Head shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee in each work week, with justification in each case, and shall also include compensatory time off. The 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.

E. 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.

F. 1. 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, if authorized by the County Executive Officer in advance, shall be currently paid for.

F. 2. Overtime Compensation for Fingerprint Examiners, Forensic Technicians, and Sheriff's Service Officer. Any Fingerprint Examiner I, II and III, Forensic Technician I, II and III and Sheriff's Service Officers I and II shall be entitled to overtime compensation in the following manner:

1. Any time worked, in excess of an employee's regularly scheduled work shift shall be compensated at the rate of one and one-half times the employee's regular rate of pay, in compensatory time off.
2. Prior to the expiration of any prescribed pay period in which any such overtime has been worked, the Department Head, or a designee, may require the employee to utilize such earned compensatory time off benefits in increments of one or more shifts. No such action may be taken by the Department Head unless the employee has been so notified prior to the termination of the previous working shift.
3. At the expiration of each prescribed pay period, any such compensatory time off benefits that have not been utilized shall be paid to the employee by County Warrant or the employee may elect to accumulate his/her compensatory time off benefits up to a maximum eighty (80) 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.
4. Accumulated overtime credit in the "overtime bank" shall be retained until the "overtime bank" has been exhausted as provided for in Section 2F(1).

F.3. Compensation Time Payment for Anesthesiology Technicians, Orthopedic Technicians, and Nursing Assistants. Any Anesthesiology Technician, Orthopedic Technician, or Lead Anesthesiology Technician, working for the Riverside County Regional Medical Center or Mental Health Inpatient Treatment Facility and any Nursing Assistant who is a member of the Inspection and Technical 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 their 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.

G. 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.

H. Declared Natural Disaster In the event and during the period of an officially declared natural disaster affecting any portion of the County of Riverside, and notwithstanding any other provision of this Memorandum, the following provisions shall apply:

1. Any Officer, in order to perform the work of the department or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of their employment.

2. For the same purpose, any Officer may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.

3. Any employee who reports to a regular or other designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this Memorandum who fails to so report shall be deemed absent without authority and shall not be paid during such absence.

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

### Section 3. Premium Pay

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

Whenever authorized by the Board of Supervisors by Resolution and when placed by the Department head specifically on standby or professional call duty, any Medical Transportation Technician or Senior Medical Transportation Technician shall be compensated for such service by payment of \$1.20 per hour for each hour of actual standby or professional call service. Said compensation shall be in addition to said employee's regular salary entitlements.



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 is in a standby or professional call duty status, shall receive minimum credit for one hours' work.

Any Nursing Assistant working for the Riverside County Regional Medical Center or Mental Health Inpatient Treatment Facility shall be entitled to a minimum credit of two hours work. Said compensation would be as an additional sum added to said employees pay and not as a credit towards compensatory time off.

C. Double Time. Regular employees working for the Riverside County Regional Medical Center or Mental Health Inpatient Treatment Facility in the following classifications:

Anesthesiology Technician	Orthopedic Technician
Lead Anesthesiology Technician	Nursing Assistant
Medical Unit Clerk	

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 to 7:00 a.m. Monday, shall receive double their hourly rate of pay for hours worked during such non-scheduled weekend.

D. Shift Differential

1. Applicability of Shift Differentials. Shift differentials do not apply to vacation, sick leave, holiday pay, professional call or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. 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 who work between the hours of 3:00 p.m. and 11:00 p.m. shall be paid a night differential of \$.60 per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.

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

4. Employees working in the classification of Angiography Technician shall be paid a shift differential of:

(a) \$.75 per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.; and

(b) \$1.30 per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.

5. Employees working for Riverside County Regional Medical Center in a Nursing

Assistant classification who work on a scheduled or unscheduled basis, including overtime, between the hours of:

(a) 3:00 p.m. and 11:30 p.m. shall be paid an evening differential of \$.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 \$1.20 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

Nursing Assistants who work outpatient clinic at Riverside County Regional Medical Center 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.

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

Bail Clerk

E. Bilingual Pay

1. Each employee, who has qualified for bilingual compensation under this subsection shall receive additional compensation of \$.25 per hour for Class 1 and \$.50 per hour for Class 2 for hours actually worked (excluding absences in a paid or unpaid status).

2. For Class 1, an employee must perform bilingual translation as a part of their job function and regular duties at least 10% of the time. An employee must be designated by the appointing authority.

3. For Class 2, an employee must perform bilingual translation before an officially convened court, appeals board, commission or hearing body in addition to their regular duties, or must be assigned to a position designated as requiring bilingual skills 50% or more of the time or 40 hours or more in an 80-hour biweekly pay period. The 50% usage requirement shall mean the actual time spent conversing, writing or translating in a second language. An employee must perform bilingual translation as a requirement of the job. An employee must be designated by the appointing authority.

4. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.

5. A Department Head whose department has a substantial need for regular and frequent oral or written bilingual skill of one or more employees may make application to the Human Resources Director on a form supplied to them to authorize bilingual compensation for such employee.

6. Upon approval by the Board of Supervisors, the employee shall be authorized to receive bilingual compensation starting with the next pay period. The Board of Supervisors may by resolution delegate this function to the Human Resources Director under such conditions as they deem appropriate.

7. When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the Department Head shall terminate the bilingual compensation by written notice to the Human Resources Director. The Human Resources Director may also terminate the bilingual compensation if he/she makes a like determination, and shall notify the Department Head. In either case, the Department Head shall notify the employee.

8. The Human Resources Director may designate an employee in the Human Resources Department or other County department to perform bilingual skills for other County departments and districts where there is no one available in the requesting department.

F. Inconvenience Differential. Each employee of the Transportation Land Management Agency, Transportation Department, 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 Road Commissioner with the concurrence of the Human Resources Director, unless the Board of Supervisors shall otherwise provide by resolution.

G. Training/Preceptor. Public Safety Communications Officer II shall be compensated at a rate of \$.50 per hour for time actually worked as a trainer when a trainee is actually assigned. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

H. Female Prisoner Search and Meal Assignments. An employee working for the Sheriff's Department in the classifications of Office Assistant I, Office Assistant II and Office Assistant III shall be compensated at the rate of \$.25 per hour when assigned and the employee agrees to assume such assignments as perform female prison 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 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.

I. Public Safety Communications Officers (PSCOs).

1. Differentials:

a. A Public Safety Communications Officer shall receive a two step increase (approximately 5.5%) at the start of the next pay period following the presentation of proof by the employee that he/she has successfully been released from Public Safety Answering Point (PSAP) and radio training.

b. A Public Safety Communications Officer who is being compensated at less than Step 11 shall receive a one step increase (approximately 2.75%) at the start of the next pay period following the employee's presentation of proof that he/she has qualified for and received a Commission on POST Public Safety Dispatcher's Certificate.

c. A Public Safety Communications Officer who is being compensated at less than Step 11, and has been selected and trained as a trainer, shall receive a one step increase (approximately 2.75%) at the start of the next pay period following the successful completion of such training. Such employee shall also receive \$.50 cents per hour worked for each hour in which he/she is actually engaged in training other PSCOs. This provision will be implemented after meeting and conferring with LIUNA on a selection standard.

d. The salary increases provided above shall be in addition to those step advances provided under Article V, Section 1 (E) and (F) of the 1997 – 2000 Memorandum of Understanding between the parties. It is not the intent of this agreement to change the anniversary date for future step increases granted by the appointing authority.

J. Implementation of new payroll system. LIUNA 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 LIUNA may have over problems associated with this systems implementation shall be an agenda item for discussion at the Unit specific Labor/Management Committee.

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

a. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service 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 credit for that pay period.

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

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

Prior to the pay date change, on a one-time basis, employees may request a pay advance. The pay advance will be given on March 2, 2001 (the regular pay date) and will be equal to an employee's net pay from the previous

pay period. This amount will be repayable in 25% increments over the next four pay periods, beginning with pay date March 7, 2001. Employees must agree to the repayment arrangements as stipulated by the Auditor-Controller's Office.

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 1040 hours (approximately 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 2080 hours (approximately one (1) year) in a paid status, not including overtime, after such re-employment unless otherwise specified in the Resolution of the Board of Supervisors.

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

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

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

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

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

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

D. Employees appointed to the classification of Eligibility Technician I/II:

1. Any Eligibility Technician I/II appointed on or after June 29, 2000, who

successfully completes his/her Induction training shall receive a two step (approximately 5.5%) salary increase. Such salary increase, for anniversary date purposes, shall be administered as if it were a promotion. As a result, the employee's first anniversary date which involves a salary increase shall be the first day of the pay period following the completion of 1040 hours in a paid status [approximately six (6) months], not including overtime, from the date of the two step salary increase described herein.

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

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

F. 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 increase is allowed. 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, they 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.

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

B. The Department Head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any step within the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such step higher than the first step of the range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the step so authorized to the same or one of said higher steps, fixing the minimum initial salary on such advanced step. The anniversary date shall be the first day of the pay period which is not less than 2080 hours (approximately 12 months) in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, their anniversary date shall not change.

C. Notwithstanding the provisions of (A) and (B) above, there shall be up to an additional 4 steps (20 salary ranges or approximately 11%) which shall be reserved for those classifications designated as "difficult to recruit." Advancements to any of these ranges shall not be automatic. They shall, instead, be granted based upon a determination by the Human Resources Director, subject to approval by the County Executive Officer, that a serious recruiting or retention problem exists for a classification(s), or that the increases granted to subordinate "difficult to recruit" classifications has created serious compaction problems, and that a percentage increase up to and including 20 salary ranges (approximately 11%) would assist the County in recruiting and retaining employees in that classification(s). Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented as follows:

1. Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees 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(C) above.
2. In the event the salary granted to a newly hired employee pursuant to Sub-Section (C)(1) above exceeds that for any present permanent, regular full-time or regular part-time employee who is being compensated at the top of the salary range for that 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), 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.

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 classification than an incumbent employee in the same classification, 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 classifications 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 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 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 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 they previously occupied, at the same step of the salary range as the step applicable at the time of their 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 twelve months after termination they 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 their 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 within the twelve month period set forth in this Section and 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.

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 or 960 hours 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, nor more than that paid other employees performing comparable duties.

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

Section 4. Promotion. On promotion, the salary shall be at a rate on the new salary range which is 2 steps higher, or immediately greater than 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 2080 hours following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The anniversary date shall not change.

Section 7. Reclassification

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

B. The salary of an incumbent of a position reclassified to a class on a higher salary range shall be at the rate which is 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 subsection of this Article, except that the first anniversary date shall be the first day of the pay period following the completion of 1040 hours (approximately 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 2080 hours (approximately 1 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 redetermined as if the temporary promotion had not occurred. Any step increases which would have been due in their regular position shall be allowed.

Section 9. Conformance to Plan.

A. 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.

B. Procedure.

1. When, in the opinion of a Department Head, it is necessary for an employee to assume the duties and responsibilities of a higher level position on an on-going basis, the employee shall be advised, in writing, of the date on which such duties shall begin.

2. Within 10 working days of the completion of the 480 hours described in (A) above, the Department Head or designee shall meet with the employee to inform him/her whether they will continue to perform the higher level duties or resume the duties of their regular position. In the event the employee resumes their regular duties, no further action is required. In the event the employee is directed to continue performing the higher level duties, one of the following shall occur:

a. If the employee is performing the duties of an existing higher level vacant position, the Department shall immediately request that Human Resources conduct an

examination to fill the vacancy. The employee, if qualified, shall be promoted and receive a salary adjustment pursuant to applicable provisions of this MOU. If the employee is not qualified for the position, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated for any hours worked at the higher level beyond the 480 hours referenced above, and the time of his/her return to the former assignment.

b. If the employee is performing the duties of a position for which there is no existing classification, the Department shall request an expedited reclassification study by the Human Resources Department. If, upon completion of the study, Human Resources determines that the duties and responsibilities of the position warrant a reclassification, the position shall be reclassified appropriately and the employee, if qualified, shall be appointed pursuant to applicable provisions of this MOU. If it is determined that the employee is not qualified, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated at a rate 5.5% above their current rate of pay or the bottom step of the new classification, whichever is greater, for any hours worked at the higher level beyond the 480 hours referenced above, and the time of his/her return to the former assignment.

Section 10. Board Policy C -26: LIUNA 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

(Note: Per People Soft, the hours described in this Article shall be converted to weekly or monthly equivalents.)

Section 1. Probation

A. Initial Probationary Status. Each regular 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 employee who has not completed the initial probationary period serves at the pleasure of the Department Head and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this Memorandum.

B. Length of Initial Probation. The length of the initial probationary period is 1040 hours (approximately 6 months) except:

Eligibility Technician I/II	3120 hours (appx. 18 months)
Family Support Officer	2080 hours (appx. 12 months)
Fingerprint Examiner I	2080 hours (appx. 12 months)
Fingerprint Technician I	2080 hours (appx. 12 months)
Fingerprint Technician II	2080 hours (appx. 12 months)

Forensic Technician I	2080 hours (appx. 12 months)
Investigative Technician I	2080 hours (appx. 12 months)
Welfare Fraud Investigator	2080 hours (appx. 12 months)
Eligibility Technician I	2080 hours (appx. 12 months)
Public Safety Communications Officer I	2080 hours (appx. 12 months)
Public Safety Communications Officer II	2080 hours (appx. 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 520 hour increments up to 2 times. A 1040 hour initial probationary period may be extended once to 1560 hours or twice to a total of 2080 hours. A 2080 hour initial probationary period may be extended once to 2600 hours or twice to 3120 hours. A 3120 hour probation period may be extended once to 3640 hours. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new 1040 hour initial probationary period following such promotion, demotion, or transfer. If the class to which the employee voluntarily promotes, demotes, or transfers requires 2080 hours initial probation, the employee will serve a new 2080 hour initial probationary period. The 1040 or 2080 hours required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the employee in the position from which he/she voluntarily promoted, demoted, or transferred.

E. Probation of Permanent Employees Following Change in Class or Lateral Transfer During the first 1040 hours of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the Department Head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be redetermined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

F. Employment of Relatives. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the County of Riverside; provided, however, in no instance, shall a County officer or employee execute direct supervision over or initiate or participate in decisions (including but not limited to initial employment, retention, promotion or work assignments) specifically pertaining to another County employee who is related within the

first degree of consanguinity whether by blood or marriage. Whether by blood or marriage shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

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

## Section 2. Retirement

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 employees in the LIUNA Units hired after September 3, 1992, shall pay the employee's contribution to PERS for the first five (5) years (10,400 hours) of continuous service. Commencing the sixth year of continuous service, the County shall pay the employees share of the contribution for continuous service. Continuous service shall mean the continuing service of a regular 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 LIUNA 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 LIUNA 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 outside smoking areas.

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

The County may designate 100% of its unassigned and assigned 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 the IRS rate effective July 1 of each year and mileage claimed on or after that date shall be reimbursed at that new rate.

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 veterans 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 times 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. Sick Leave for all employees covered under the provisions of this agreement shall accrue at the rate of .05 times the number of hours worked (not to exceed 80 hours worked) during the biweekly pay period.

1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee.

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

3. 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.

3. 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 good reason exists for believing an employee may be abusing sick leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid sick leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the Department Head. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the

illness/injury and that the illness/injury prevents the employee from being able to work. Employees 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.

a. 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.

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

D. Payout for Sick Leave. Upon retirement, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for at the rate of fifty 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.

Post Employment Accounts: Effective March 1, 2004, for each regular employee covered under this Memorandum of Understanding who is separating from County employment, the County shall provide post-employment Special Pay Accounts wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit. 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 Special Pay/VEBA Plan. Special Pay Accounts are tax-deferred investment funds. The employee may also elect to place some or all of the funds into a Health Savings Account which may be used for future health care costs, in lieu of the Special Pay Account. A participant fee is charged for Health Savings 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, child, grandparent, grandchild, or step-relationships of the same categories. The County has the right to require proper documentation in support of the requested leave.



Section 3. Fitness for Duty. A Department Head, when in their judgment good cause exists, may request from the Human Resources Director that an employee be ordered off work until such time as the employee is able to present the Department Head with a certificate, from a physician approved by the County, stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.

The cost of the physician's visit and services will be at County expense, and the employee shall continue to be on paid Administrative Leave until such time as a physician's report is received and the employee is officially notified of the County's determination of his/her status.

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:

1. Illness or disability when sick leave has been exhausted
2. Pregnancy
3. To take a course of study which will increase the employee's usefulness on return to the County
4. Personal reasons acceptable to the authority whose approval is required

A. 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.

B. Official leave of absence: A regular employee may request an Official leave of absence exceeding 160 hours, but not exceeding one year (2080 hours). Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the Department Head and with the written approval of the Human Resources Director. Application must be made on a form supplied by the Human Resources Department in advance of the effective date of the leave, unless circumstances make such advance request impossible. If the Human Resources Director disapproves the request, it shall be so endorsed and returned to the Agency/Department Head, who may present it to the Board of Supervisors. The Board's action shall be final. Any official leave of absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a

designee.

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

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

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

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

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

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, reinstatement may be granted only if the employee makes a satisfactory explanation to a Mediator from the State of California Mediation and Conciliation Service for the absence and/or the failure to obtain an approved leave of absence, and the Mediator finds the employee is ready, able, and willing to resume the discharge of the duties of the position.

1. Appeals shall be heard by a person assigned by the State Conciliation Service. The conciliator's decision may be verbal or in writing. The decision of the State Conciliation Service shall be binding on both parties.

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

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

4. The judgment of the conciliator shall be binding on both parties neither of which shall have the right of further appeal.

5. The judgment of the conciliator shall be rendered within five (5) working days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.

6. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.

7. All costs for the service of the conciliator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and the employee.

Section 9. Reporting Requirements. In the absence of a more stringent department policy, an employee reporting off work at the beginning of a shift for any reason shall call the employee's supervisor or designee within one (1) hour before or after the employee's

scheduled starting time.

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 (0 through 6,240 hours) in a payroll status, 80 hours (10 days);

years 4 through 9 (6,248 through 18,720 hours) in a payroll status, 120 hours (15 days);

years 10 or more (18,728 hours 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.

Post Employment Accounts: Effective March 1, 2004, for each regular employee covered under this Memorandum of Understanding who is separating from County employment, the County shall provide post-employment Special Pay Accounts wherein the payable value of qualifying final accrued leave balances will be deposited, up to the legal limit. 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 Special Pay/VEBA Plan. Special Pay Accounts are tax-

deferred investment funds. The employee may also elect to place some or all of the funds into a Health Savings Account, which may be used for future health care costs, in lieu of the Special Pay Account. A participant fee is charged for Health Savings Accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

C. 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.

D. 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.

E. 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 employees in a current paid status shall be eligible for paid holidays.

B. County Holidays

January 1, New Year's Day

Third Monday in January, Dr. Martin Luther King, Jr.'s Birthday

February 12, Lincoln's Birthday

Third Monday in February, Washington's Birthday

Last Monday in May, Memorial Day

July 4, Independence Day

First Monday in September, Labor Day

Second Monday in October, Columbus Day

November 11, Veterans' Day

Fourth Thursday in November, Thanksgiving Day

(unless otherwise appointed)

Friday following Thanksgiving

December 24 and 31 when they fall on Monday

December 25, Christmas Day

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

Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following 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 employees covered under the provisions of this Memorandum who are regularly scheduled to work on a paid holiday shall be paid at their regular rate for the time actually worked.

In addition, such employee shall have a choice of:

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

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

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

H. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to up to eight (8) hours of compensatory time off for such a holiday.

I. Fingerprint Examiner I, II and III, Forensic Technician I, II and III, Sheriff's Service Officer I and II, Community Services Officer I and II, and any employee in the classes of Public Safety Communications Officer I and II 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.

J. When a Holiday falls on a normal workday and the employee does not work, the employee shall be paid for not more than eight (8) hours of Holiday Pay. An employee on an alternative work schedule of more than eight (8) hours a day shall use accrued vacation, holiday time or compensatory time off to make-up the required hours in excess of eight (8).

## 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 they have 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.

## ARTICLE XI DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has successfully 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 good cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons:

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

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

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

D. The Employee Relations Manager may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. Powers of the Employee Relations Manager may be exercised by a designated subordinate.

Section 2. Investigatory Leave of Absence. Pending investigation by the Department Head of accusation against an employee alleging employee misconduct, covered under Article XI of this Memorandum, the Department Head, with the approval of 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.

Section 3. Notice of Disciplinary Action

A. Except for written reprimands, written notice of intent to take disciplinary action against a permanent employee shall be served on the affected employee, except as previously provided, at least seven (7) working days prior to the effective date of the action and shall

include:

1. A description of the action(s) to be taken and the expected effective date(s);
2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
4. A statement informing the employee of the right to respond either verbally or in writing, to the Department Head prior to the effective date of the disciplinary action(s).

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

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

#### Section 4. Amended Notice of Disciplinary Action

A. At any time before an employee's appeal is submitted to the Conciliator or Arbitrator for decision, the Department Head may, with the consent of the Employee Relations Manager, serve on the employee and file with the Employee Relations Manager an amended or supplemental notice of disciplinary action.

B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto. The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

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

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

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

## Section 7. Hearing Procedure - Minor Discipline

A. When disciplinary action results in a suspension of eighty (80) working hours or less, pay reduction equal to eighty (80) hours or less of gross salary, or a written reprimand, the appeal shall be determined under the following provisions:

1. Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the parties. The conciliator's or other third-party neutral's decision may be verbal or in writing. The decision of the State Conciliation Service or a third party neutral shall be binding on both parties.
2. Only the employee and one (1) non-attorney representative and the Department Head or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self represented. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator may consult with witnesses informally and otherwise investigate the controversy.
4. The judgement of the conciliator shall be binding on both parties neither of which shall have the right of further appeal.
5. The conciliator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
6. The judgment of the conciliator shall be rendered within five (5) working days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.
7. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.
8. All costs for the service of the conciliator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and the employee.

## Section 8. Hearing Procedure - Major Discipline

A. Appeals filed in cases of termination suspension exceeding eighty (80) working hours

or pay reductions exceeding eighty (80) hours of gross salary shall be heard by an arbitrator.

B. The parties shall maintain a jointly negotiated list of 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. As soon as possible, a representative from LIUNA and the County shall meet to establish the list of up to eleven Arbitrators.

C. The hearing shall be set by the Employee Relations Manager, or designee, and employee representative, or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.

D. The employee and the Department Head may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, unless represented by counsel, the employee may be represented only by the exclusive employee organization.

E. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the Department Head, or the arbitrator, provided reasonable notice is given the department employing the officer or employee. The arbitrator is authorized to issue subpoenas.

F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter or, at the request of either party, recorded on a mutually agreed upon electronic recording device. All other appeals need not be reported but either the employee or the Department Head may, at their own expense, provide a reporter for the hearing.

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

H. In the event an employee is not represented by LIUNA, the cost of the arbitrator only shall be shared equally by LIUNA and the County.

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 arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the arbitrator shall be final, subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil procedure.

1. The arbitrator shall confine the decision to issues raised by the statement of

charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Memorandum but, rather, shall interpret and apply its terms.

2. If the arbitrator finds that the disciplinary action was appropriate, the action shall be sustained.

3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.

5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.

6. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.

7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.

K. 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.

L. 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.

M. Irrelevant and unduly repetitious evidence shall be excluded.

N. 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.

- O. Oral evidence shall be taken only on oath or affirmation.
- P. Employees not testifying in their behalf may be called and examined as on cross-examination.
- Q. 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.
- R. The hearing shall be a private proceeding among the County, the employee and the employee organization.

ARTICLE XIII  
GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

Section 1. 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. 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 reviewable under some other County administrative procedure.
- B. Requests or complaints, the solution of which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation, or policy established by the Board of Supervisors.
- C. Requests or complaints involving the termination of a probationary employee, or the

termination, suspension, demotion or written reprimand of a regular employee reviewable pursuant to other provisions of this Memorandum or reviewable under the State aims procedure, or written warnings, i.e. directive, corrective, and corrective counseling memorandums.

D. Requests or complaints initiated by an employee involving change in departmental performance evaluations, if the evaluation rating overall is satisfactory or better.

Grievances shall be submitted in writing on forms supplied by the Human Resources Department.

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 and Article XXXI, Section 4 of the MOU. 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.

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.

Section 6. 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.

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.

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 Denials: LIUNA and the County will meet on issues of grievability of the LIUNA grievances that are currently the subject of Unfair Labor Practice charges. If the parties agree that any particular grievance is grievable, it will be entered into the grievance process. In the event there is no agreement on a particular grievance, LIUNA may continue to pursue resolution of that grievance through PERB.

With respect to issues of grievability, the County and LIUNA agree to utilize a third party neutral and comply with their decisions on grievability.

For prospective grievances, 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 13. 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 first take the matter up with the immediate supervisor. The supervisor shall give a prompt response where it is possible to do so. The employee and the supervisor are each entitled to the presence of a silent observer to the employee-supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor:

B. Step 1. The employee shall have fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance to 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, LIUNA may determine, on behalf of the grievant, to submit a written request for arbitration to the Employee Relations Manager, or a 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 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.

#### Section 14. Advisory Arbitration

A. After submission of a request for review, LIUNA and the Employee Relations Manager or a designee, shall attempt to agree on an arbitrator.

B. 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.

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 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.

E. 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 or consider remedies not requested by the grievant in his/her original petition. This includes issues or MOU Sections which have not been raised and considered at an earlier step of the grievance procedure.

The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOU, but shall determine only whether or not there has been a violation of the MOU in respect to the alleged grievance and remedy. The Arbitrator's decision shall be based solely upon the evidence and arguments presented to him by the respective parties.

F. If the arbitrator 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, 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 (LIUNA) 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 (LIUNA) 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 to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first 21 calendar days during which they are 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,

they shall be paid as salary the difference between the temporary disability payments due them under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including, for this purpose, the values, successively, of the accrued compensatory time off for overtime and accrued vacation credit. During a period of temporary disability and in the proportion that the employee is paid for the difference between the temporary disability payments and the regular compensation, they 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. Department, for the purposes of this Procedure, shall be defined as an agency, department, or district of the County which is set out in County Ordinance No. 440.
  
- 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 lay off 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;
2. Probationary transfer employees, probationary promotional employees, and regular employees.

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

D. After consultation with the Human Resources Director or a designee, the Department Head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The List given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:

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

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

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

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

### Section 3. Reassignment

A. An employee not expected to be laid off may in lieu of reassignment elect to be laid off and be placed on the Departmental Reinstatement List if both of the following conditions exist:

1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) working days of the effective date of the reassignment; and

2. If the new work location is more than 40 miles from the employee's current work location or the employee's home, whichever is closer.

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

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

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

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

C. Departments are required to notify Human Resources 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 within the department for which he/she previously held status, provided the department is allocated any positions of such classification. The provisions of this Section do not apply to any classification from which the employee was demoted as a result of disciplinary action.

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 their 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 employee's hours in a step being the same number of hours which the employee had at the time of layoff.

#### Section 6. Reemployment

Status on Reemployment. Reemployment 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 reemployed 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.

The Human Resources Department will provide to LIUNA 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.

### HEALTH DEPARTMENT DRESS CODE

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

POLICY: The appearance of all employees is important to the total operation and effectiveness of the Health Department. A well-groomed and professional appearance helps create favorable impressions, whereas appearance that distracts clients, patients, visitors, or fellow employees does not reflect the type of impression that is appropriate to the Health Department environment.

In keeping with the health service nature of the Health Department and in compliance with current legislation, standards of personal appearance and apparel have been determined. These guidelines have been established to promote service and patient care, reduce the chance of cross infection, and promote good public relations, and not for the purpose of infringing upon the personal rights of employees.

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.

There may be differences in some divisions' dress codes, depending upon the work environment, work performed or required uniform. These differences are not intended to conflict with, but are in addition to, the GENERAL POLICY.

Statement of general principle: 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. Identification badges must be worn at all times while on

duty, where required.

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

Section 1. Female Attire

- A. ACCEPTABLE ATTIRE includes: dresses, jumpers, blouses, skirts, pants, and jackets;
- B. Acceptable hemline lengths range from 2" above the knee to midcalf;
- C. Slits in skirts and dresses should be conservative and in good taste;
- D. Low necklines, obvious bralessness, very sheer fabric, bare midriffs and shoulders are considered to be unacceptable attire.

Section 2. Male Attire

- A. ACCEPTABLE ATTIRE includes: suits, jackets, trousers, shirts, sweaters, and polo shirts;
- B. Trousers should skim top of the shoe;
- C. Shirts should be buttoned conservatively and in good taste;
- D. Shirt-tails should be tucked in trousers.

Section 3. Shoes

- A. Safety should be considered when selecting shoes for business wear.
- B. Shoes with leather soles and heels are not recommended due to accident hazards.
- C. The following are not permitted: thongs, clogs, house slippers, shoes without a flexible sole, and boots not intended for business wear.
- D. Hosiery must be worn at all times.

Section 4. Jeans

- A. Jeans and overalls of blue denim material are acceptable attire and should be neat, clean, unfaded, and unfrayed.

Section 5. Hair/Make-up

- A. Hair must be clean, neat, and styled for business wear.
- B. Sideburns, mustaches, beards, and goatees must be neat, clean, and properly trimmed.
- C. Makeup should be soft and complimentary in keeping with appropriate business appearance.
- D. Hands and nails should be clean.

Section 6. Miscellaneous

- A. Buttons provided by the Health Department as part of an advertising or communications program are permissible.
- B. Any other type of button such as political campaign buttons, religious statements, and



miscellaneous slogans are not permitted.

C. Sunglasses should not be worn in the Health Department.

D. T-shirts with printed messages offensive to the reasonable person are considered to be unacceptable attire.

MENTAL HEALTH DEPARTMENT  
ADMINISTRATIVE POLICY & PROCEDURE  
FOR DRESS CODE

Section 1. PURPOSE. In keeping with the high standards that have been established at the Mental Health Department, this dress code is intended to specify acceptable practices that support a high standard of excellence.

Section 2. POLICY. The appearance of all employees is important to the total operation and effectiveness of the Mental Health Department. 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 environment.

In keeping with the health service nature of the Mental Health Department and in compliance with current legislation, standards of personal appearance and apparel have been determined. These guidelines have been established to promote patient care, reduce the chance of cross infection, and promote good public relations, and not for the purpose of infringing upon the personal rights of employees.

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.

There may be differences in some divisions' dress codes, depending upon the work and involvement in patient-care activities. These differences are not intended to conflict with, but are in addition to, the GENERAL POLICY.

Statement of general principle: 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. Identification badges must be worn at all times while on duty where required.

Section 3. CLOTHING. Clothing can be any color, pattern, and fabric which is in fashion and appropriate for business wear.

A. Female Attire

1. ACCEPTABLE ATTIRE includes: dresses, culottes, jumpers, blouses, skirts, pants, and jackets;
2. Acceptable hemline lengths range from 2" above the knee to midcalf;
3. Slits in skirts and dresses should be conservative and in good taste;
4. Low necklines, obvious bralessness, very sheer fabric, bare midriffs and shoulders are considered to be unacceptable attire.

B. 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.

Section 4. Shoes

- A. Safety should be considered when selecting shoes for business wear.
- B. Shoes with leather soles and heels are not recommended due to accident hazards.
- C. The following are not permitted: thongs, clogs, house slippers, shoes without a flexible sole, and boots not intended for business wear.
- D. Hosiery must be worn at all times.

Section 5. Jeans

- A. Jeans and overalls of blue denim material are acceptable attire in areas designated by the Mental Health Administration, and should be neat, clean, unfaded, and unfrayed.

Section 6. Hair/Make-up

- A. Hair must be clean, neat, and styled for business wear.
- B. Sideburns, mustaches, beards, and goatees must be neat, clean, and properly trimmed.
- C. Makeup should be soft and complimentary in keeping with appropriate business appearance.
- D. Hands and nails should be clean.

Section 7. Jewelry

- A. 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.
- B. 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.

Section 8. Miscellaneous

- A. Buttons provided by the Mental Health Department as part of an advertising or communications program are permissible.
- B. Any other type of button such as political campaign buttons, religious statements, and miscellaneous slogans are not permitted.
- C. Sunglasses should not be worn in the Mental Health Department.
- D. T-shirts with printed messages offensive to the reasonable person are considered to

be unacceptable attire.

E. Scrub suits may be worn in areas as designated by Mental Health Administration.

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 if 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.

COUNTY CLERK AND RECORDER

## DRESS CODE

### Dress Code Policy/Personal Appearance

The County Clerk and Recorder's Office is looked upon to perform professional service to the general public. The public's perception of our department as a professionally qualified force is greatly influenced by our appearance.

To be compatible with our outstanding performance, our appearance should, at the very least, meet public expectations. Thus, it is expected that all members of this office dress in "good taste". "Good" taste is broad enough to permit a wide latitude in how we dress. However, apparel that disrupts, causes degradation of performance, or creates potential safety problems will be considered improper.

### RIVERSIDE COUNTY REGIONAL MEDICAL CENTER DRESS CODE

I. PURPOSE: In keeping with the high standards that have been established at Riverside County Regional Medical Center, this dress code is intended to specify acceptable practices that support a high standard of excellence.

II. POLICY: The appearance of all employees is important to the total operation and effectiveness of Riverside County Regional Medical Center. A well-groomed 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 Hospital environment.

In keeping with the health service nature of Riverside County Regional Medical Center and in compliance with current legislation, standards of personal appearance and apparel have been determined. These guidelines have been established to promote patient care, reduce the chance of cross infection, and promote good public relations, and not for the purpose of infringing upon the personal rights of employees.

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 judgement of what is best for our obligations to patient care and the public we serve.

There may be differences in some departments' dress codes, depending upon the work and involvement in patient care activities. These differences are not intended to conflict with, but are in addition to, the GENERAL POLICY.

Statement of general principle: 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 at all times while on duty.

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

## Female Attire

- 1) ACCEPTABLE ATTIRE Includes: dresses, culottes, jumpers, blouses, skirts, pants, and jackets;
- 2) Acceptable hemline lengths range from knee length to midcalf;
- 3) Slits in skirts and dresses should be conservative and in good taste;
- 4) Low necklines, obvious bralessness, very sheer fabric, bare midriffs and shoulders 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) Shirrtails should be tucked in trousers.

### B. 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 boots not intended for business wear;
- 4) Hosiery must be worn at all times.

### C. Jeans

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

### 2. Exceptions:

Jeans are acceptable attire for the following Hospital departments or classifications:

- a. The Maintenance Department, except the maintenance office personnel.
- b. The Hospital classification of Stock Clerk.
- c. The Laundry Department, recognizing that gowns must be worn over jeans.

### D. Hair/Make-up

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 complementary in keeping with appropriate business appearance.
4. Hands and nails should be clean.

### E. 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.

E. Miscellaneous

1. Buttons provided by the Hospital as part of an advertising or communications program are permissible.
2. Any other type of button such as political campaign buttons, religious statements, and miscellaneous slogans are not permitted.
3. Sunglasses should not be worn in the Hospital.
4. T-shirts with printed messages of any kind are considered to be unacceptable attire.
5. Scrub suits are to be worn only as permitted in SCRUB SUIT POLICY.

PUBLIC DEFENDER INVESTIGATOR  
DRESS CODE

It shall be the policy of the Bureau of Investigation to foster and maintain the highest standards of professional image, conduct and personal appearance. Public Defender Investigative personnel are expected to maintain these standards at all times except under special circumstances dictated by policy.

Male Investigators: Dress standards for male investigators shall remain formal at all times except as noted below in "special circumstances and exceptions" (coat, dress shirt, tie and business slacks or suits).

SPECIAL CIRCUMSTANCES AND EXCEPTIONS:

Ties are to be worn when in the office and coats and ties shall always be worn to court.

Female Investigators: Shall dress in an appropriate professional manner.

Desert Offices: Shall be professional at all times, however, may vary to suit contemporary standards for that environment and shall be regulated or approved by the Chief at his or her discretion. Desert personnel will return to formal dress as soon as weather conditions permit.

Field Dress: Professional dress is the normal standard in the field unless in the judgment of the Public Defender Investigator there are circumstances which warrant a change in those standards.

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.

ECONOMIC DEVELOPMENT AGENCY  
DRESS CODE

a). Purpose. This dress code is intended to specify acceptable practices that support a high standard of excellence and professionalism.

b). Policy. The appearance of employees is important to the total operation and effectiveness of the Economic Development Agency. A well-groomed appearance and professional appearance helps create favorable impressions, whereas appearance that distracts customers, visitors and fellow employees does not reflect the type of impression that is appropriate to the environment. The formality of dress may reflect the employees duties and degree of public contact. The following is the minimum level of formality expected for particular types of duties:

- Manual labor: jeans, polo shirt, boots or athletic shoes
- Community Work: khaki pants, polo shirt, closed toe shoes
- Business Presentations: business attire such as a men's suit, skirted suit, pant suit, dress with jacket, appropriate hosiery and shoes
- Business casual: chino pants, Capri pants, polo shirt, dress shoes
- Desert offices: Should be professional at all times, but may vary to suit contemporary standards for that environment.

Regardless of formality, male and female attire shall be neat, clean, modest, conservative, without tears, holes or fraying, and free from offending odors and shall meet the highest professional standard of good taste.

c). Clothing. Clothing can be any color, pattern, and fabric which is in fashion and appropriate for business wear. The Economic Development Agency observes Fridays as a casual dress day wherein business casual attire is acceptable.

1). Female Attire.

- i. Acceptable attire includes: dresses, culottes, jumpers, blouses, sweaters, skirts, pants, and jackets, sleeveless shell/blouses or dress;
- ii. Acceptable hemline lengths range from 2" above the knee to midcalf;
- iii. Slits in skirts and dresses should be conservative and in good taste.
- iv. Unacceptable attire includes: stretch pants, leggings, tank tops, T-shirts, sweat shirts, sweat pants, leather pants, low necklines, obvious bralessness, very sheer fabric, bare midriffs and shoulders, and excessively tight clothing. Also see specific sections below pertaining to jeans and shoes.

2). Male Attire.

- i. Acceptable attire includes: suits, jackets, trousers, shirts with collars, sweaters, and polo shirts.
  - ii. Trousers should skim the top of the shoe.
  - iii. Shirts should be buttoned conservatively and in good taste.
  - iv. Shirt tails should be tucked in trousers.
  - v. Unacceptable attire includes tank tops, T-shirts, sweat shirts, sweat pants, leather pants, low necklines, bare shoulders, and excessively tight clothing. Also see specific sections below pertaining to jeans and shoes.
  
- d). Shoes. Shoes should be appropriate to the style of dress and safe for work activities. The following are not permitted: athletic shoes, thongs, clogs, house slippers, shoes without a flexible sole, and boots not intended for business wear (except when necessary for manual labor).
  
- e. Jeans. Jeans and overalls of denim material are only acceptable for manual labor and should be clean, neat, unfaded, and unfrayed.
  
- f. Hair/Make-Up.
  - 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. Nails should be of a length that does not interfere with work duties.
  
- g. Miscellaneous.
  - 1). For your personal safety, only jewelry that is modest and conservative in design is permitted. Heavy chains, dangling earrings, and excessively ornate rings can create a safety hazard. Additionally, jewelry not necessarily required to be worn is not covered under the County Reimbursement for Damaged Clothing or Personal Property (Board Policy C-5) should it be damaged or stolen in the line of duty.
  - 2). Buttons provided by the County as part of an advertising or communications program are permissible. Any other type of button such as political campaign buttons, religious statements, and miscellaneous slogans are not permitted.
  - 3). Sunglasses should not be worn indoors.
  - 4). Shirts with printed messages offensive to the reasonable person are considered to be unacceptable attire.
  
- h. Management and supervisors are responsible for employee behavior and performance. Accordingly, management and supervisors will set the tone for department appearance. Management and supervisors will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines. The



first unacceptable violation will result in a written notice, and for subsequent incidents the violator may be requested to return home on their own time to change into more appropriate attire. Exceptions can be made only with prior approval of management.

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 within the Inspection and Technical; Trades, Crafts and Labor; and Supporting Services Units are eligible to participate in the Riverside County Voluntary Time-bank Policy.

B. Definition of catastrophic illness or injury.

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

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

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

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

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

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

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

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

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

2. Donations of vacation, holiday accrual, or administrative leave must be in increments of 8 hours or more and drawn from one bank only.

3. The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be converted to cash upon that person's separation.

4. An employee may not donate leave hours which would reduce their accrued leave balances of vacation, holiday accrual, compensatory time, sick leave, or administrative leave to less than 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 donors and recipient's paid leave balances will be made.

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

1. Only the employee for which the Time-Bank has been established may receive leave credits from the Time-Bank. Such leave credits shall be added to the employee's vacation balance.

2. The affected employees will provide verification of their (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.

3. The use of donated credits may be for a maximum of twelve (12) continuous months for any one catastrophic illness.

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

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

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

G. The Human Resources Department will:

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

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

ARTICLE XIX  
APPEAL PROCEDURE  
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures. The following procedure shall be followed by the Accident Review Committee:

A. The Accident Review Committee will make a determination if an accident is preventable or non-preventable in the absence of the employee.

B. If the Accident Review Committee determines that the accident is non-preventable or operational, no appearance will be granted to an employee to appear before the committee.

C. If the Accident Review Committee determines an accident is preventable, an employee may request an appeal to the determination and appear before the committee to present their evidence and give testimony.

D. Appeal of Accident Review Committee Determination.

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

2. The employee shall submit a written request for review within 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\*

\*This Policy is included for reference.

I. PURPOSE. It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While the County of Riverside has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public

as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While County will be supportive of those who seek help voluntarily, County will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

Supervisors will be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

The County will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the County's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

In recognition of the public service responsibilities entrusted to the employees of the County, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the County.

II. POLICY. It is County policy 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.

While use of medically prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify the supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of County equipment can result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The County reserves the right to search, without employee consent, all areas and property in which the County maintains control or joint control with the employee, except the lockers of public safety officers, or other space for storage that may be assigned to public safety officers. No employee public safety officer(s) shall have their locker, or other space for storage that may be assigned to them searched except in their presence, or with their consent, or unless a valid search warrant has been obtained or where they have been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the County. The County may notify the appropriate law enforcement agency that an employee may have illegal drugs their possession or in an area

not jointly or fully controlled by the County.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and may be detained for a reasonable time until they can be safely transported from the work site.

The County is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as people with disabilities under federal and/or state law.

The County has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the EAP Counselor for additional information. Contacting an EAP Counselor in and of itself shall not be a basis for discipline.

Any employee directed by the County to go through a treatment program will have that program fully funded by the County. All of the short-term disability money owed the employee will be given to the employee and not used for the treatment program.

III. APPLICATION. This policy applies to all employees of and to all applicants for positions with the County. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

#### IV. EMPLOYEE RESPONSIBILITIES AND AS A CONDITION OF EMPLOYMENT

An employee must:

- A. Not report to work or be on a standby or an on-call status while their ability to perform job duties is impaired due to on or off duty alcohol or drug use;
- B. Not possess or use controlled substances (illegal drugs or prescription drugs without a prescription) at any time, or use alcohol at any time while on County property or while on duty;
- C. Not directly or through a third party manufacture, sell, distribute, dispense or provide controlled substances to any person, including any employee, at any time; or manufacture, sell distribute, dispense or provide alcohol to any employee while either or both are on duty;
- D. Notify the supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment; and
- E. Notify the supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

#### V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. Managers and supervisors are responsible for reasonable enforcement of this policy.

B. No persons shall physically search the person of employees, or shall they search the personal possession of employees without the freely given consent of, and in the presence of, the employee.

C. Managers and supervisors shall notify their Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head shall notify the appropriate law enforcement agency.

VI. DISTRIBUTION. A copy of this policy shall be provided to every employee of the County of Riverside upon its adoption and each new employee hired on or after September 1, 1989.

VII. SUPERSESSON. This policy shall supersede any previous drug and alcohol policy of the County of Riverside. However, this provision of this policy is not intended to nor is it to be construed to supersede the drug and/or alcohol policy and/or general orders of any department of the County.

(NOTE: The negotiated provision described below is not part of the above referenced policy.)

EAP CONFIDENTIALITY: LIUNA and the County shall meet and work together in an effort to establish appropriate confidentiality standards for employees who voluntarily seek EAP assistance.

ARTICLE XXI  
DISCRIMINATION COMPLAINT PROCEDURE

\*This Policy is included for reference.

1. Those Covered. The Riverside County Discrimination Procedure is available for use by County employees or applicants for County employment who believe they have been adversely affected by illegal discrimination.

2. Basis for Complaint. The basis for filing a complaint is alleged illegal discrimination based on race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status or pregnancy, sexual orientation, or the denial of the provisions of the Family Medical Leave Act or the Family Rights Act.

3. Where to File/Time Limitations. Allegations of illegal discrimination can be filed as a written complaint within 90 calendar days of the alleged incidence or occurrence with the immediate supervisor; or any supervisor or management employee/officer within the department, including the department head, or the Human Resources Director for the County of Riverside. (Any supervisor or management employee/officer, or County officer who receives a harassment complaint shall immediately notify the County's Human Resources Director). County of Riverside discrimination complaint forms are available at the Human Resources Department. (NOTE: *Complainants may file allegations of illegal discrimination directly with the State of California Department of Fair Employment and Housing and/or the U. S. Equal Employment Opportunity Commission. Reference Section V, Notice of Rights.*)

4. Review and Investigatory Procedures. Each complaint filed will be reviewed by the Human Resources Department to determine the adequacy of the grounds for the complaint. The Human Resources Department may refer the complaint to the concerned County department, independently investigate the complaint, or investigate the complaint in collaboration with the concerned County department. When the complaint is referred to the concerned County department, the department will investigate the alleged illegal discriminatory actions within 30 calendar days. All reports of investigation and findings will be forwarded to the Human Resources Department for review. If the finding of the investigation by the concerned County department concludes discrimination occurred because of an unlawful employment practice, the concerned County department will remedy the matter, following consultation with the Human Resources Department. The complainant will be advised, in writing, of the findings and conclusions of the investigation. If the finding of the investigation conducted by the concerned County department, as reviewed by the Human Resources Department, is that illegal discrimination did not occur, the complainant will also be so advised in writing.

Investigations conducted independently by the Human Resources Department or in collaboration with the concerned County department are subject to the 30 calendar day investigatory time period. If the finding of the Human Resources Department concludes discrimination occurred because of an unlawful employment practice, the findings will be made known to the department head or appropriate County official(s) in order to remedy the situation and eliminate the practices which caused the problem. The Complainant will be advised, in writing, of the findings and conclusions. If the finding of the Human Resources Department is illegal discrimination did not occur, the complainant will be so advised in writing, and the department head or appropriate County official(s) will be apprised.

5. Notice of Rights. Even though the County of Riverside has established procedures for resolving complaints alleging discrimination, complainants will be advised of the right to file a complaint directly with the State of California Department of Fair Employment and Housing (DFEH) and/or the U. S. Equal Employment Opportunity Commission (EEOC). Information will be provided to the complainant regarding how to contact those agencies. Receipt of a complaint from DFEH or EEOC will take precedence over the filing of an internal complaint using the County of Riverside Discrimination Complaint Procedure.

6. Human Resources Department Function. The Human Resources Department serves as a neutral third party in seeking the facts and attempting to determine whether or not illegal discrimination did take place. Consequently, the Human Resources Department does not function as the advocate of the complainant nor of the County department involved.

7. Resolution. Complaints may be resolved by conference, conciliation, and persuasion at any time during the process. Complaints shall be filed by using a "Discrimination Complaint Form".

Source: Resolution No. 98 - 363

ARTICLE XXII  
FLEXIBLE BENEFIT PROGRAM

Section 1. Flex Benefits Programs.



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

B. Plan Selection Requirement. Employees whose last hire date is on or after November 13, 2003 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.

C. Waiving Medical Coverage. Employees whose most recent hire date is prior to November 13, 2003 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 will be increased by \$30 per month to \$425.40 effective pay period 25-03 (pay date December 10, 2003), and will remain at that level. As a result, the fee for waiving will be \$39.60 effective Pay Period 25-03, \$86.60 effective Pay Period 25-04, and \$142.60 effective Pay Period 25-05.

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, one of the flexible benefit options must be taken (medical, dental, or Flexible Spending Account) to receive cash back.

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

For example:

County Monthly Contribution (as of 12/11/03)	\$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	<u>241.00</u>
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:

Health Care FSA	\$20.00
Cash Back	<u>405.40</u>
Total	\$425.40

E. Flex for Part-Time Employees. Part-time regular employees hired after January 11, 1990, or current employees who become part-time regular employees are eligible for the Flexible Benefit, 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.

Effective December 12, 2002, the County shall contribute up to \$395.40 per month, per active employee only, toward the County's Flexible Benefit Program. LIUNA agrees that the County may use some or all of the Short Term Disability (STD) fund (less appropriate reserves) to fund this increase.

Effective December 11, 2003, the County shall contribute up to \$425.40 per month, per active employee only, toward the County's Flexible Benefit Program.

Effective pay period 25-03 (pay date December 10, 2003) an additional \$39.60 per month per active represented employee will be allocated as additional Flex Credit, provided the employee is not waiving medical coverage, in addition to the previously negotiated \$30.00 increase per month. This results in a total County Flex Contribution of \$465.00 per month (\$232.50/biweek for 24 biweeks/year), effective pay period 25-03.

Effective pay period 25-04 (pay date December 8, 2004), the County's Flex Contribution shall increase by \$47.00 per employee per month to \$512.00 per month (\$256.00/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

Effective pay period 25-05 (pay date December 7, 2005), the County's Flex Contribution shall increase by \$56.00 per employee per month to \$568.00 per month (\$284.00/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

ARTICLE XXIII  
AGENCY SHOP

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

Current employees in the unit who are now LIUNA members shall remain LIUNA members for the period of this Memorandum of Understanding. For employees who are hired on or after the effective date of this amendment, and are in a job classification within a representation unit of LIUNA 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 LIUNA from the employees' biweekly paychecks. Furthermore, employees hired on or before July 2, 1986, shall, effective January 1, 2003, become a member of LIUNA or, pursuant to the provisions of Government Code Section 3508.5(b) the County shall automatically deduct the payment of service fees to LIUNA from the employees from the employee's biweekly paycheck

Dues withheld by the County shall be transmitted to the LIUNA Officer designated in writing by LIUNA 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 LIUNA or pay the equivalent of LIUNA 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 LIUNA 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 LIUNA 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 Code (IRC), chosen by the employee.

Whenever a unit member shall be delinquent in the payment of dues or fees, LIUNA shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Employee Relations Director. In the event the unit member fails to cure said delinquency, LIUNA 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.

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

LIUNA 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.

LIUNA's indemnity obligation is more fully set forth as follows: LIUNA 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, LIUNA 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 comprised, resisted, defended, tried or appealed. Any such decision on the part of LIUNA shall not diminish LIUNA's indemnification obligations under this Memorandum.

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

LIUNA upon its compromise or settlement of such action, shall immediately pay the parties for such action all sums due under such settlement or compromise. LIUNA, 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.

#### ARTICLE XXIV UNIFORMS

The County supplies uniforms up to \$11.00 per month for Automotive Mechanic I, II, and III, Automotive Service Worker, and Equipment Parts Helper. Uniforms are supplied for the class of Equipment Maintenance Worker, Maintenance Painter, and for those employees whose primary function is water treatment or air conditioning equipment service in the classes of Building Maintenance Mechanic and Maintenance Worker.

A. Uniforms for County Transportation Department Employees:

Applicability - The provisions of this agreement shall apply only to Regular employees of the Riverside County Transportation Department in the classifications described in Attachment I.

General Provisions - Subject to the terms and conditions set forth herein, the County's Transportation Department shall provide uniforms, at no cost to the employee, to each employee assigned to a position in one of the job classifications described in Attachment I. It is the County's intent to enter in an agreement with a uniform service to provide a total of eleven (11) uniforms to each affected employee. The color and material of such uniforms shall be the same for all employees and no deviations shall be permitted unless prior written approval is granted by the Director of Transportation. The single color and material of such uniforms shall be based upon alternatives presented by the County and selected by a majority vote of the affected employees. It is further understood that:

- a. The wearing of shorts, is prohibited; and,
- b. Orange vests must be worn as required by State law and/or Departmental Policy if the selected shirt color is other than orange.

Implementation – Upon formal approval by LIUNA and the Board of Supervisors, the Transportation Department shall, pursuant to applicable County procedures, enter into an agreement with a uniform supplier it deems capable of providing the necessary uniforms and services. It is understood and agreed that the County retains sole discretion in determining the choice of uniform supplier but will, however, establish a procedure for employees to provide feedback to the Department regarding the provider’s performance. The parties further understand and agree that:

- a. The initial distribution of uniforms will commence as soon as possible after approval of this agreement by both parties. It is understood that delays may be experienced in providing uniforms to employees assigned to remote work locations.
- b. Two weeks after the completion of the initial uniform distribution to all employees covered under the provisions of this agreement, such employees shall be required to wear their County supplied uniforms.
- c. The Transportation Department shall establish procedures, including procedures for employees assigned to remote locations, for the weekly exchange of soiled for laundered uniforms.
- d. The parties agree to meet within 90 days after the completion of the initial uniform distribution referenced in (a.) above to review the program. Additional meetings may be scheduled by mutual agreement of the parties.
- e. The Transportation Department reserves the right to terminate or revise this program one year after its implementation if, after meeting with the Union, it is determined that it has failed to meet its objective(s) or that such cancellation or revision is in the Department’s and/or employees’ best interest(s).

ATTACHMENT I

<u>Class Code</u>	<u>Class Title</u>
66501	Bridge Crew Worker
54415	Construction Crew Cook
66502	Crew Lead Worker
97431	Engineering Technician I (Materials Lab Only)
97432	Engineering Technician II (Materials lab Only)
66511	Equipment Operator I
66512	Equipment Operator II
62931	Equipment Tire Installer
62951	Garage Attendant
62141	Gardener
66451	Heavy Equipment Mechanic
66504	Lead Bridge Crew Worker
62932	Lead Equipment Tire Installer
66582	Lead Traffic Control Painter
66592	Lead Tree Trimmer

66529	Maintenance and Construction Worker
62901	Mechanic's Helper
97453	Principal Survey Technician
97433	Senior Engineering Tech. (Materials Lab Only)
66513	Senior Equipment Operator
66455	Senior Heavy Equipment Mechanic
97382	Senior Traffic Signal Tech.
66580	Sign Maker
97452	Survey Instrument Technician
97450	Survey Technician
66506	Truck & Trailer Driver
66581	Traffic Control Painter
97381	Traffic Signal Technician
15823	Trans. Warehouse Worker I
15822	Trans. Warehouse Worker II
66591	Tree Trimmer
66441	Truck Mechanic
62791	Welder

Uniforms - Riverside County Department of Fire Protection. The County shall provide an allowance for uniforms not to exceed \$475.00 per employee annually to be administered by the Riverside County Department of Fire Protection. The employees 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 the Fire Chief or a designee.

The following classifications in the Riverside County Department of Fire Protection shall be entitled to uniforms:

<u>Name</u>	<u>Class Code No.</u>	<u>Representative Unit</u>
Fire Safety Specialists	37872	Inspection & Technical
Fire Prevention Technician	37870	Inspection & Technical
Fire Systems Inspector	37873	Inspection & Technical
Heavy Equipment Mechanic	66451	Trades, Crafts & Labor
Mechanic's Helper	62901	Trades, Crafts & Labor
Public Safety Communications Officer I	13806	Supporting Services
Public Safety Communications Officer II	13807	Supporting Services

Heavy Equipment Mechanics and Mechanic's Helpers shall not be entitled to a cleaning allowance which is allowed for other Heavy Equipment Mechanics and Mechanic's Helpers.

Cleaning Allowance. Effective as soon as possible, the County shall supply uniforms for the classification of Cook-Detention, Class No. 54420, in the Probation Department. The cost of the cleaning allowance shall not exceed \$800.00 annually which shall be absorbed within the Probation Department's target budget.

Permanent employees in the 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 uniforms purchased by the County shall be returned by the employee upon termination.

Permanent employees working for R.C.R.M.C. in the following classifications 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.

Food Service Worker  
Senior Food Service Worker  
Cook  
Sr. Cook  
Cook Assistant  
Baker  
Coffee Shop Cook  
Supervising Cook  
Housekeeper - shall be entitled to four (4) shirts and three (3) pants.

Uniforms - County Correctional Facilities (Trades, Crafts and Labor Unit) If uniform shirts are required to be worn by bargaining unit personnel working in a correctional facility the department shall provide 3 shirts to each employee. The wearing of such shirts shall be mandatory. The department shall select the shirts and identifying patches. All shirts purchased by the department shall be returned by the employee upon termination.

## ARTICLE XXV TOOLS

Employees in certain classes may be reimbursed up to \$2,500 per incident for the fair market value of tools stolen in excess of \$100 from locked storage areas, provided there is proper identification and reporting.

Stolen Tools The County Road Department, Purchasing and Fleet Services Department, Waste Resources Management Department, Flood Control District, and Riverside County Regional Medical Center will provide and designate a place for the safekeeping and storage of employees' work tools. An employee in one of the following classes, and assigned to the listed department who utilizes the locked storage area and whose tools (not including power tools) are stolen will be reimbursed up to \$7,500.00 per incident for the fair market value of the tools stolen in excess of \$100.00 provided a prompt report of the theft is made to the police:

Maintenance Plumber - R.C.R.M.C.  
Maintenance Carpenter - R.C.R.M.C.  
Maintenance Electrician - R.C.R.M.C.  
Boiler Mechanic - R.C.R.M.C.  
Air Conditioning Mechanic - R.C.R.M.C.  
Heavy Equipment Mechanic - Road Department, Flood Control, W.R.M.D, and County Garage  
Maintenance Mechanic - Road Department, W.R.M.D., and County Garage  
Mechanics Helper - Road Department, W.R.M.D., and County Garage  
Senior Heavy Equipment Mechanic - Road Department , W.R.M.D., Flood Control, and County Garage  
Truck Mechanic - Road Department, W.R.M.D., Flood Control, and County Garage  
Automotive Mechanic I, II, and III - Road Department, W.R.M.D., Flood Control, and County Garage  
Automotive Serviceman – W.R.M. D., Road Department and County Garage  
Machinist/Welder – W.R.M.D., Road Department and County Garage  
Welder – W.R.M. D., Road Department and County Garage

All tools must be marked with an appropriate identifying mark as determined by the County and listed on an inventory given by the employee to the Department Head prior to their theft in order for the employee to be entitled to the reimbursement.

ARTICLE XXVI  
LIUNA PENSION

Effective June 30, 2003, the County shall make a biweekly contribution to the Laborer's National (Industrial) Pension Fund of ten cents (\$0.10) for each hour for which a Regular Employee covered by this MOU is paid. The County and the Local agree to be bound by and comply with the Fund's Agreement and Declaration of Trust, as may be amended from time-to-time. The Local and the County agree to the Special Participation Agreement between LIUNA and the County of Riverside, that sets forth certain special terms and conditions for participation in the Fund by County employees, among other provisions. The Local 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, except to the extent that such liability arises from the acts or omissions of the County (such as delinquency in making contributions).

ARTICLE XXVII  
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 XXVIII  
LABOR-MANAGEMENT COMMITTEE

The County agrees to a Labor-Management Committee, that will meet County-wide, as well as a Sub-Committee that will be bargaining-unit specific, and will meet monthly and take up such issues as Safety, Dress Code, Working out of Classification, Parking, as well as issues of concern to County workers such as telecommuting options, flexible scheduling, work-family, and job security. The Union shall be allowed no more than three employees per bargaining unit to attend such meetings with release time.

ARTICLE XXIX  
COMPENSATION AND BENEFIT INCREASES

1. Effective March 20, 2003, an additional step shall be added to the salary ranges for the classifications of Correctional Baker (Class Code 54402) and Correctional Cook (Class Code 55420). Effective that date, any employee assigned to one of these classifications who has been compensated at the top step of the salary range for that classification for 2080 hours or more, shall receive the one step salary increase provided herein. For any 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 2080 hours 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 this Memorandum of Understanding.

2. Effective March 19, 2004, all represented employees shall receive a 4% wage increase.

3. 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 2080 hours 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 2080 hours 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.

4. 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. Except for employees who promote, demote, or transfer into a LIUNA represented classification and were previously receiving this one percent pick-up under another Memorandum of Understanding with Riverside County, or the Management Resolution, all other employees shall be required to pay the additional one percent employee contribution until the completion of five years of County service as provided under Article VI, Section 2 (PERS Contributions).

5. In exchange for giving up the Birthday Holiday on January 1, 1999, all represented

employees shall continue to receive \$3.20 in their base salaries in addition to the above mentioned wage increases.

6. Effective pay period 25-03 (pay date December 10, 2003) an additional \$39.60 per month per active represented employee will be allocated as additional Flex Credit, provided the employee is not waiving medical coverage, in addition to the previously negotiated \$30.00 increase per month. This results in a total County Flex Contribution of \$465.00 per month (\$232.50/biweek for 24 biweeks/year), effective pay period 25-03.

7. Effective pay period 25-04 (pay date December 8, 2004), the County's Flex Contribution shall increase by \$47.00 per employee per month to \$512.00 per month (\$256.00/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

8. Effective pay period 25-05 (pay date December 7, 2005), the County's Flex Contribution shall increase by \$56.00 per employee per month to \$568.00 per month (\$284.00/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

9. 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 LIUNA Health and Safety Fund.

### ARTICLE XXX PARITY POOLS

#### Parity Pool Adjustments

A. Fiscal Year 2000/01. The County's Human Resources Department, upon determining the order, methods, and procedures, shall initiate classification/parity studies as it deems necessary of LIUNA represented classifications. The salary and related costs, including "roll up" costs, which occur as a result of the reclassification of positions or parity adjustments made pursuant to the provisions of this section shall be charged to a "parity pool," not to exceed \$824,052.00 for the Fiscal Year. In the event the total cost of the studies completed during FY 00/01 exceed that amount, the implementation of those findings which exceed the \$824,052.00 shall be delayed until the next Fiscal Year and shall be charged to FY 01/02. In the event the total cost of the studies completed during FY 00/01 is less than that amount, the difference shall be added to the amount for FY 01/02.

B. Fiscal Year 2001/02. The County's Human Resources Department, upon determining the order, methods, and procedures, shall initiate classification/parity studies as it deems necessary of LIUNA represented classifications. The salary and related costs, including "roll up" costs, which occur as a result of the reclassification of positions or parity adjustments made pursuant to the provisions of this section shall be charged to a "parity pool," not to exceed \$857,256.00 for the Fiscal Year. In the event the total cost of the studies completed during FY 00/01 exceed that amount, the implementation of those findings which exceed the \$857,256.00 shall be delayed until the next Fiscal Year and shall be charged to FY 02/03. In the event the total cost of the studies completed during FY 01/02 is less than that

amount, the difference shall be added to the amount for FY 02/03.

C. Fiscal Year 2002/03. The County’s Human Resources Department, upon determining the order, methods, and procedures, shall initiate classification/parity studies as it deems necessary of LIUNA represented classifications. The salary and related costs, including “roll up” costs, which occur as a result of the reclassification of positions or parity adjustments made pursuant to the provisions of this section shall be charged to a “parity pool,” not to exceed \$888,996.00 for the Fiscal Year. In the event the total cost of the studies completed during FY 02/03 exceed that amount, the implementation of those findings which exceed the \$888,966.00 shall not be implemented. In the event the total cost of the studies completed during FY 02/03 is less than that amount, the Human Resources Department shall decide if additional studies are required and shall charge any adjustments to the parity pool until it is depleted. In the event additional studies are not required, the Human Resources department shall notify LIUNA of the remaining amount. That amount, including “roll-up” costs, shall then be converted to a biweekly equivalent by dividing it by twenty-six biweeks and the number of LIUNA represented employees. The resulting amount shall then be added to the biweekly salary for each LIUNA represented employee.

D. Fiscal Year 2003/2004 The County’s Human Resources Department, upon determining the order, methods, and procedures, shall initiate classification/parity studies as it deems necessary of LIUNA represented classifications. Notwithstanding the provisions of A. through C. above, the salary and related costs, including “roll up” costs, which occur as a result of the reclassification of positions or parity adjustments made pursuant to the provisions of this section shall be charged to any remaining parity pools not expended during Fiscal Years 00/01 through 02/03.

E. Fiscal Year 2004/2005 & 2005/2006 The County’s Human Resources Department, upon determining the order, methods, and procedures, shall initiate classification/parity studies as it deems necessary of LIUNA represented classifications. Notwithstanding the provisions of A. through D. above, the salary and related costs, including “roll up” costs, which occur as a result of the reclassification of positions or parity adjustments made pursuant to the provisions of this section shall be charged to any remaining parity pools not expended during fiscal years 00/01 through 06/06, or shall be charged against any negotiated parity pool during the next contract period.

ARTICLE XXXI  
UNION RIGHTS

Section 1. Bulletin Boards. Space will be made available to LIUNA on departmental bulletin boards within representation unit provided such use is reasonable. Notices shall be dated and signed by a LIUNA representative. The privilege does not extend to the individual members of an organization. The posting and removal of bulletin board material must be maintained in a timely fashion. The County, through the Employee Relations Manager, reserves the right to suspend or cancel bulletin board privileges for abuse.

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

Section 3. Workforce exchange.net: Workforceexchange.net shall be made available to LIUNA for communications with its members.

Section 4. 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 LIUNA bargaining unit specific Labor/Management Committee.

Section 6. Education and Training Release Time: Effective January 1, 2003, County agrees to release LIUNA represented employees for Union related education and training activities not to exceed an aggregate total of 20 minutes per represented employee per calendar year. 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. LIUNA Meeting Notices. Effective July, 2000, the County intends to distribute a bi-monthly (every two months) newsletter to County employees with their County paychecks. LIUNA shall be permitted to include a notice of their membership and related meetings in such newsletter. In the event the County fails to create and distribute such newsletter, effective August 1, 2000, LIUNA shall be permitted, once each quarter (every three months) to distribute a notice of membership and related meetings to its represented employees with County paychecks.

Section 8. Release Time for Representatives. Up to three County employees, who are members of the LIUNA Board of Directors, shall be entitled to be released on one Friday per month for the purpose of traveling to and attending the monthly LIUNA Board of Directors meeting. One representative, whose regular County work site is located in or east of the Coachella Valley shall be entitled to five hours of release time. The remaining two representatives shall be released for two hours. Any hours used to attend such Board meeting which are in excess of those provided under the provisions of this Section shall be taken without pay or charged against the appropriate representative's paid leave banks.

SIGNATURE PAGE

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003, at Riverside, California by:

For LIUNA, Local 777

For the County of Riverside

\_\_\_\_\_  
Fred Lowe, Business Manager

\_\_\_\_\_  
Barbara Olivier, Assistant Human  
Resources Director

\_\_\_\_\_  
Stephen Switzer  
Union Representative

\_\_\_\_\_  
Debrah Freeman, Employee  
Relations Manager