

**2018 – 2020**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE RIVERSIDE COUNTY  
LAW ENFORCEMENT MANAGEMENT UNIT**

**AND**

**COUNTY OF RIVERSIDE**

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## **DEFINITIONS**

**Arbitration** - The step in the Grievance Process heard by an outside neutral third party (Arbitrator).

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

**Continuous Service, Continuous Employment, and Similar Terms** - shall mean the continuing service of a permanent employee in a continuing paid status, without interruption except for authorized leave of absence.

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

**Discrimination Complaint** - filed by an employee alleging illegal discrimination based on race, color, religion, medical condition, disability, sex, national origin, ancestry, age, physical disability, mental disability, marital status, pregnancy, sexual orientation, transgender, or other protected classes as designated from time to time by appropriate legislative authorities.

**Employees** - The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to employees employed by the County in those classifications included in the Law Enforcement Management Unit.

**Full-Time Employee** - All positions shall be full-time unless otherwise designated or unless the compensation is fixed upon the basis of part-time work.

**Paid Status** - shall mean compensation paid to an employee for regular hours worked, from accrued leave banks such as vacation, sick, holiday, and/or comp time, or for time spent on leave per Labor code section 4850. Payments received for disability such as Short-term or Long-term disability or Workers' Compensation TTD shall not be considered being in a paid status and shall not entitle an employee to earn leave accruals (including holiday), or to the flexible benefit credit contributions.

**Pay Period** - means 14 calendar days from Thursday (starting at midnight Wednesday) to midnight of the second Wednesday thereafter,

**Permanent Employee** - means a regular 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.

**Post-Employment Program** - shall mean the VEBA and Special Pay plan(s) available to qualifying employees upon leaving County service.

Probationary Employee - means a regular employee who has not completed the initial probationary period as designated in this Agreement, 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 Agreement, 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 the Salary Ordinance on an ongoing basis. Regular Employee means a holder of a regular position.

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 a normal working shift.

**ARTICLE I:**  
**TERM**

**SECTION 1 - TERM**

This Memorandum of Understanding ("MOU" or "Agreement") sets forth the terms of agreement reached between the County of Riverside, ("County") and the Law Enforcement Management Unit ("LEMU") as the Exclusive Employee Organization for employees in the representation unit described under Article II, Recognition. This MOU is in effect from January 1, 2018, through December 31, 2020.

**ARTICLE II:**  
**RECOGNITION AND WAGES**

**SECTION 1 - RECOGNITION**

- A. This MOU shall apply only to persons employed as Regular full-time employees in the following classifications:

CLASS CODE	CLASS TITLE
37611	Sheriff's Sergeant
37612	Sheriff's Sergeant A
37613	Sheriff's Sergeant B
37614	Sheriff's Lieutenant
37615	Sheriff's Lieutenant A
37616	Sheriff's Lieutenant B
37617	Sheriff's Captain
37618	Sheriff's Captain A
37619	Sheriff's Captain B
52213	Correctional Sergeant
52214	Correctional Lieutenant
37625	Coroner Lieutenant
37516	Coroner Lieutenant A
37517	Coroner Lieutenant B
37503	Coroner Sergeant
37514	Coroner Sergeant A
37515	Coroner Sergeant B
37667	D.A. Bureau Commander
37668	D.A. Bureau Commander (A)
37669	D.A. Bureau Commander (B)
37727	Supervising District Attorney Investigator

## SECTION 2 - WAGES

- A. There shall be no wage increases during the term of this MOU.

### **ARTICLE III:** **FULL UNDERSTANDING, MODIFICATION AND WAIVER**

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

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

- B. It is the intent of the parties that this MOU be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify LEMU 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 LEMU 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 LEMU 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. During the term of this Agreement, the County and LEMU agree to negotiate any provision of this Agreement that falls within the purview of the Meyers-Milias-Brown Act and the matter primarily relates to and has a significant or material relationship to wages, hours and terms and conditions of employment. However, no changes will be made to this Agreement during the term of this Agreement without the mutual agreement of the parties. Notwithstanding the foregoing, if there are issues which are not covered by this Agreement within the scope of representation to which either party wants to negotiate during the term of this Agreement, either party may do so.

- D. Except as otherwise provided or permitted by law, any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained in this MOU shall not be binding upon the parties unless made and executed in writing by all parties and, if required, approved and implemented by County's Board of Supervisors.

#### **ARTICLE IV:** **ERRORS AND OMISSIONS**

It is the intention of both the County of Riverside and the Law Enforcement Management Unit (LEMU) that the consolidated MOUs which the parties have initialed, be complete and free from errors. However, if either party discovers errors or omissions that can be substantiated by MOU, Letters of Agreement, Resolution and/or Ordinance language, it is agreed that such inaccuracies will be corrected.

#### **ARTICLE V:** **MANAGEMENT RIGHTS**

All management rights and functions shall remain vested exclusively with the County except those which are clearly and expressly limited in this MOU. Such management rights and functions include but are not limited to:

1. To determine the mission of each of its department, institutions, boards and commissions, pursuant to law.
2. To set standards of service to be offered to the public.
3. To exercise control and discretion over its own organization and operations.
4. To direct, discipline and discharge its employees.
5. To relieve its employees from duty because of lack of work or for other legitimate reasons.
6. To determine the method, means and personnel by which its operations are to be conducted, including the performance thereof by contract, and to determine work load and staffing patterns.
7. To prescribe the qualifications for employment and determine whether they are met.
8. To take all other action except as clearly and expressly otherwise provided by this MOU.

The establishment, modification or exercise of management rights shall not be subject to the meet and confer process, but shall not preclude consultation as to the practical impacts



that decisions on such matters may have on wages, hours or other terms and conditions of employment.

**ARTICLE VI:**  
**WORK SCHEDULES, WORKWEEK, OVERTIME, AND PREMIUM PAY**

**SECTION 1 - WORK SCHEDULES**

**A. Types of Work-Schedules**

Employees in LEMU may be assigned to work a 5/40, 9/80, 4/10, 3/12 or 3/12.5 work schedule at the discretion of each employee's supervisor. LEMU agrees that the County shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule assignments.

The following describes the available work schedules:

1. The 5/40 schedule (five eight hour days per work week).
2. The 9/80 schedule (four nine hour days per work week and one alternating eight hour day/regular day off). Employees who have an FLSA workweek (as opposed to those on a 14 day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight hour work day.
3. The 4/10 schedule (four ten hour days per work week).
4. The 3/12 schedule (three twelve hour days per work week and one alternating eight hour day every other week). Employees who have an FLSA workweek (as opposed to those on a 14 day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight hour work day.

Employees may also be assigned to work seven (7) twelve (12) hour shifts (referred to as the 3/12-4/12 work schedule) during the 14 day FLSA work period.

5. The 3/12.5 schedule (three twelve and one-half hour days each week and one ten hour day in the twenty eight day work period). Only employees who perform law enforcement activities may be assigned this work schedule.

Management (exempt) employees are not governed by the customary eighty (80) regular hours per work period and may be expected to work more than eighty (80) hours in a work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The department head shall regulate work schedules based on the needs of the County with due regard to maintaining reasonable and equitable work schedules for all employees.

## B. Changes to Work Schedules

No change shall be made to an employee's particular type of work schedule (i.e., 5/40, 9/80, 4/10, 3/12 or 3/12.5) more than once every 30 days and the employee will be provided with at least ten days' notice of any such change. No change shall be made to an employee's work schedule (i.e., the hours of work within their particular type of work schedule) unless that employee has received five calendar (5) days advance notice provided that the giving of such notice may be suspended while the following circumstances exist:

1. Staffing levels are projected to be abnormally low for at least one (1) work period.
2. The Sheriff's Department or District's Attorneys' Office is operating under an emergency condition.
3. The employee is promoted or transferred to a new work location or assignment.
4. The schedule change is needed to separate employees during the investigation of an incident or complaint (e.g., a harassment complaint).

The requirement of giving advance notice of a work schedule change (to the hours of work) shall be satisfied by posting the change on the official bureau or station work schedule; provided that, in addition, the employee will be provided with at least five (5) days advance actual notice. The Sheriff's Department shall post an official work schedule at each bureau and station.

Nothing in this provision will limit the Department from making temporary schedule changes when needed to fill behind employee absences or for any of the causes listed above.

## SECTION 2 - WORKWEEK

Workweek. For employees in the unit who do not qualify for the partial overtime exemption under Section 207(k) of the FLSA because they are not engaged in law enforcement activities as defined, they have a seven (7) day FLSA workweek which is 168 regularly recurring hours.

## SECTION 3 - OVERTIME

Overtime Work Defined. For FLSA non-exempt employees, overtime work is authorized work in excess of eighty four (84) hours per fourteen (14) day FLSA work period. For the other employees in the unit, overtime work is work authorized in excess of forty (40) hours per each employee's defined FLSA workweek. Leave time does not count as hours worked for purposes of overtime. Effective on December 31, 2020, overtime shall be defined as work in excess of 80 hours in the 14 day FLSA work period, or 84 hours for employees assigned to work seven (7) twelve (12) hour shifts in the work period. In addition, on that date, leave shall count as hours worked for purposes of determining if overtime was worked.



- A. Authorization for Overtime Work. Performance of overtime work may be authorized by the Department Head or a designated subordinate.
- B. 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, annual leave, 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.

- C. 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.
- D. Compensation for Overtime Work. Any FLSA non-exempt member of LEMU shall be entitled to overtime compensation in the following manner:
  - 1. Any overtime earned shall either be paid or earned as compensatory time off (CTO) at time and one half at the employee's choice subject to the following limitations:
    - a. The maximum amount of CTO an employee may accrue is 120 hours. If an employee has 120 hours of CTO on the books, he/she will earn overtime until his/her bank reduces below 120 hours.
    - b. An employee may not accrue CTO for overtime worked when the County receives reimbursement, like a grant or contract where the County must show payment made for time worked to receive reimbursement.
  - 2. An employee with accrued CTO shall have the right to use the CTO by providing reasonable notice. If reasonable notice is provided, the CTO cannot be denied unless to grant it would be unduly disruptive to the particular department's operations. .
  - 3. If the Board of Supervisors declares an emergency or disaster as described in subparagraph G below, all employees, including employees who are otherwise exempt from overtime who are involved in the emergency may be

authorized by the Board of Supervisors to receive overtime compensation.

E. Fringe Benefits not Affected by Overtime. Overtime work shall not count as hours worked for purposes of increasing vacation or sick leave benefits, nor shall it count as hours worked for purposes of advancing completion of required period for probation or salary step advance.

F. Overtime Exempt Classifications.

The following classes are deemed to be exempt from the overtime provisions of the FLSA:

- All Lieutenant classes
- All Captain classes
- All D.A. Bureau Commander classes

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

1. Any Department Head in order to perform the work of their department or a civil defense function, may employ emergency employees without reference to the salary schedule. i.e., a different rate of pay can be declared for a disaster. All public employees, including those in LEMU are Disaster Service Workers.
2. Any employee who reports to their regular or a designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular paid status. Any employee who without adequate reason for absence under the terms of this Agreement who fails to so report shall be deemed absent without authority and shall not be paid during such absence. Since all employees in LEMU are Disaster Service Workers, an employee who fails to report to a disaster can be considered AWOL.

#### SECTION 4 - MEAL PERIODS

All employees are entitled to a thirty (30) minute lunch period without compensation provided the following conditions apply:

- The employee is completely relieved of all duties; and,
- The employee is free to leave his/her work place.

In the event the employee is not completely relieved of all duties and free to leave his/her work place during his/her thirty (30) minute lunch period, such time shall be considered as time worked and subject to the provisions of Section 5A below.

A lunch period longer than thirty (30) minutes shall be at the discretion of the employee's

supervisor as appropriate for the assigned work schedule

## SECTION 5 - PREMIUM PAY

All premium pay provided under this Section shall be compensated only for time actually worked in the assigned premium capacity, unless otherwise provided. Employees must be in a paid status to receive premium pay.

Employees have no property rights to premium pay assignments and such assignments are within the discretion of each employee's supervisor.

- A. Call-Back Pay. Except as otherwise provided in the MOU, an employee called back to work whether or not they are in a standby duty status, shall be paid for a minimum of one hour.
- B. Standby Duty Pay. Any Sergeant or Supervising District Attorney Investigator who supervises subordinate employees who receive standby duty pay and is responsible for calling out said subordinate employees, and when placed by the Department Head or designee specifically on standby duty, shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period. Said compensation shall be in addition to the Sergeant's or Supervising District Attorney Investigator's regular salary. The pay shall cease when the Sergeant or Supervising District Attorney Investigator reports to work. Employees receiving standby duty premium pay do not also receive the hourly special assignment pay rate for the same hours compensated as standby pay.
  - 1. Employees assigned to standby duty are subject to the following requirements:
    - a. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties;
    - b. Arrange their personal affairs to ensure their immediate response to a call out; employees are accessible and en-route to the scene within thirty (30) minutes of notification; and
    - c. Notify their supervisor immediately if they are unable to be on standby due to an unforeseen emergency.

- C. Bilingual Pay.

Employees who are assigned work on a regular and continuing basis in a position that requires a second language to effectively meet the service demands of the County's customers are eligible for this premium.

The parties acknowledge that having a bilingual workforce is beneficial to the provision of services provided by members of the unit.

1. Administration

- a. The Human Resources Director designates the languages eligible for bilingual premium.
- b. Requests for bilingual certification shall be forwarded to the County Human Resources Department for evaluation and appropriate skill level determination.
- c. The County Human Resources Department reserves the right to verify on an annual basis whether employees receiving bilingual pay are eligible for the bilingual pay and to determine the appropriate level of bilingual pay. Any employee determined as ineligible for the bilingual pay shall have the bilingual pay ceased the first full pay period following the determination made by County Human Resources.

2. Eligibility Requirements:

- a. Successfully pass a bilingual proficiency examination administered by the County Human Resources Department;
  - b. Possess an appropriate proficiency certification from the County Human Resources Department for the skill level:
    - Level 1: Basic Oral/Reading Examination  
Involves reading and speaking in both English and a second language
    - Level 2: Written Examination  
Involves reading, speaking, and writing in both English and a second language
    - Level 3: Complex Level Written Examination  
Involves reading, speaking, and writing in both English and a second language using medical or legal terminology in a specific medical or legal environment (i.e., hospital, courtroom, etc.)
- and;
- c. Maintain current passing test scores on file with County Human Resources. Current passing test scores shall mean passing scores completed within the last twelve (12) calendar months.

3. Testing

- a. Employees receiving bilingual pay (at any level) will be subject to the eligibility requirements as identified above. Any employee receiving bilingual pay who does not meet the eligibility requirements within one hundred and twenty (120) days from the adoption of this MOU by the

Board of Supervisors shall have the bilingual pay removed the first full pay period following one hundred and twenty (120) days after the adoption of this MOU by the Board of Supervisors. Employees who are unable to certify their bilingual skills shall have the bilingual pay removed the first full pay period following the failed exam.

- b. Employees who are not certified will be required to successfully pass the requisite examination to receive the bilingual pay. Failure to possess a certification will result in loss of bilingual pay.
- c. To ensure that employees are maintaining their bilingual skills, employees eligible for bilingual pay may be required to retest every two (2) years to continue to receive the pay.

4. Compensation

Effective the first full pay period following adoption of this MOU by the Board of Supervisors, employees who are eligible for bilingual pay will receive compensation as follows:

Level 1: Forty Dollars (\$40.00) per pay period.  
Level 2: Sixty Dollars (\$60.00) per pay period.  
Level 3: Eighty dollars (\$80.00) per pay period.

D. P.O.S.T. Certificate Pay.

1. For Employees Hired Before October 26, 2017

Employees hired by the County before October 26, 2017 who prove that they possess a valid Intermediate or Advanced Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at the rates set forth:

Intermediate – seven percent (7%) of base pay, or

Advanced – twelve percent (12%) of base pay.

The applicable rate for possession of the Intermediate Certificate shall be indicated in the Table and Index by the letter "A" following the class title, and for the Advanced Certificate, by the letter "B", following the class title.

2. For Employees Hired After October 26, 2017

For employees hired by the County after October 26, 2017, they may only be hired into a non-designated classification (i.e., not designated by the "A" or "B" designation) as set forth: Sheriff's Sergeants (Job Code 37611), Coroner Sergeants (Job Code 37503), Sheriff's Lieutenants (Job Code 37614), Coroner Lieutenants (Job Code 37625), DA Bureau Commander (Job Code 37667) or Sheriff's Captains (Job Code 37617), Corporal (Job Code 37576),



Sheriff's Investigator (Job Code 37691 or 37694), or D.A. Investigator (Job Code 37660 or 37664 or 37726) classification series. Employees who prove that they possess a valid Intermediate or Advanced Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated for all hours actually worked, not exceeding eighty (80) hours per pay period as follows:

- Intermediate – seven percent (7%) of base pay paid as a differential
- Advanced – twelve percent (12%) of base pay paid as a differential

3. P.O.S.T. Certificate Pay for Supervising District Attorney Investigator:

The P.O.S.T. Certificate Pay applicable to Sheriff's Sergeants shall not apply to the Supervising District Attorney Investigators.

The Supervising District Attorney Investigator classification does not have an A or B class designation. The Supervising District Attorney Investigator is required, at all times, to possess a valid P.O.S.T. Advanced Certificate as a condition of employment. In contemplation of the job requirement, the twelve percent (12%) premium pay for maintaining a valid P.O.S.T. Advanced Certificate is permanently included in the regular base rate of pay for the Supervising District Attorney Investigator classification.

- E. Court Call Back Pay. Sheriff's Sergeants, Supervising District Attorney Investigator Correctional Sergeants or Coroner Sergeants who are called back to attend Court related to their employment with the County at a time when they are otherwise off duty, shall receive a minimum compensation of two (2) hour compensation at the appropriate overtime rate.

- F. Extra Duty Pay for Special Detail Assignments. If the Sheriff deems it necessary to provide supervision of other employees at an extra duty function, Sheriff's Sergeants, when available as extra duty employees, will be employed at one and one-half times their regular hourly rate. Lieutenants working as Sergeants shall be paid one and one-half times the hourly rate of a Sergeant B, step 9.

Sergeants and Lieutenants working as deputies in an extra duty capacity shall be paid at time and one-half the top step Investigator I/II B rate.

This pay shall not apply to the Supervising District Attorney Investigators.

This is special detail work and does not count as hours worked for the County for the purpose of calculating overtime.

- G. Special Assignments in Law Enforcement. A Sergeant who is assigned to one of the following assignments, who not only supervises subordinate sworn officers, but is also authorized and assigned to actively perform (as opposed to manage or supervise) the technical duties associated with the assignment shall receive an additional \$1.85 per hour, for time actually worked in the specialty assignment. This

differential does not apply to hours when an employee uses vacation, sick leave, workers' compensation leave, compensatory time off, court time or holiday leave. Removal from a specialty pay assignment is not grievable under the Grievance Procedure unless it is alleged that the removal was a disciplinary or punitive action in which case the matter may be heard in the Disciplinary procedure. No employee shall be compensated for more than one of the following assignments:

Lab. Team  
Motorcycle  
Aviation  
Dive Team

Special Enforcement Bureau (SEB)  
Hazardous Device Team (HDT)  
Crisis Negotiator Team (CNT)

A Sheriff's Lieutenant who is assigned to SEB will receive the SEB special assignment pay as stated as above.

This pay shall not apply to the Supervising District Attorney Investigators.

#### H. Extradition Pay

Extradition Staff assigned to extradite prisoners to or from another jurisdiction shall be paid:

1. For all hours spent with the prisoner in their custody;
2. For waiting time, up to their regular daily hours of work, if upon arriving at the other jurisdiction at the assigned time for pickup of the prisoner they are required to wait for the release of the prisoner, provided that they first advise the Department of the delay and are instructed to wait, but in no event shall waiting time exceed their regular daily hours of work;
3. With respect to travel without the prisoner in their custody to or from the other jurisdiction to either pick up the prisoner or to return to the County after having delivered the prisoner:
  - a. for all travel time spent driving, provided that they are instructed to drive to pick up or deliver the prisoner, less normal commuting time and meal time;
  - b. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and meal time; or
  - c. during their regular working hours, even on an a day when the FLSA non-exempt employee is not scheduled to work, if the assignment involves an overnight stay and they travel as a passenger on an airplane, train, boat, bus, or automobile, less normal meal time. The FLSA non-exempt employee shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.

4. At applicable overtime rates in the event that the extradition assignment causes them to exceed their maximum number of hours of work in their defined FLSA workweek or work period.

I. Education Incentive:

Bachelor's Degree - Any employee who possesses or earns a bachelor's degree from an accredited university or college shall be paid a premium of two and a half percent (2.5%) of the employee's base pay upon presentation of proof that the employee holds such degree.

Master's Degree - Any employee who possesses or earns a master's degree from an accredited university or college shall be paid a premium of five percent (5%) of the employee's base pay upon presentation of proof that the employee holds such degree.

**ARTICLE VII:**  
**PAY PRACTICES**

For any current employees in LEMU as of the date of Board of Supervisors approval of this MOU whose salary steps were frozen during the period between July 12, 2012 and July 10, 2013, and who are currently not on top step of the salary schedule, they will be moved up on the salary schedule (from their current salary step placement) by the number of steps they would have moved during the period (between July 12, 2012 and July 10, 2013) when steps were frozen.

**SECTION 1 - PAYROLL SYSTEM**

- A. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service hours in a paid status (not inclusive of overtime).
- B. Leave accruals, i.e. sick leave and vacation, require that the employee is in a paid status during the pay period to receive the accrual for that pay period. Accruals based on partial pay. If an employee is in paid status for a portion of the pay period, the employee will receive leave accruals for that portion of the pay period in which the employee was in paid status.
- C. Some other benefits may be granted even though the employee is in a paid status for only one day during the pay period (flex benefit contribution).
- D. The pay date is the "second Wednesday following the end of the pay period".
- E. Employees shall be required to receive payroll funds by electronic deposit. Employees shall receive a Statement of Earnings (pay stub) through an electronic pay advice system. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs.

During the term of this MOU, the parties agree that the County can reopen negotiations as



a result of its implementation of its new payroll system called "Work Day" to negotiate over any changes necessitated to this MOU by the implementation of "Work Day".

## SECTION 2 - 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, as set forth below, unless otherwise provided.
- B. For all employees in the Law Enforcement Management Unit:

The first anniversary date shall be the first day of the pay period following the completion of 1040 hours in a paid status in the position not including overtime, as the result an initial appointment, 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 2080 hours 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 in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals. The provisions of this section shall be subject to other specific provisions of this ordinance concerning change of anniversary dates.

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 they allow the increase. If the increase is disallowed, the form shall contain the signature of the employee acknowledging notice of the disallowance and the reasons therefore. The 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.

Every anniversary salary increase shall be to the next higher step.

### SECTION 3 - REEMPLOYMENT

- 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 or position which they previously occupied, at the same step of the salary range as the step applicable at the time of termination, provided the individual was terminated in good standing.
- B. Whenever a former regular employee is or has been re-employed within three 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 the accrued sick leave not exceeding the amount thereof which was lost and to earn vacation and annual leave at the rate at which he or she was earning at the time of termination. The anniversary date for step advance may be expressly fixed, subject to limitations as provided in this MOU to allow credit for all or a portion of the applicable period of service prior to said termination.
- C. Reemployment of Retired Persons. An employee who is retired under the Public Employees' Retirement Law (PERL) and who is receiving retirement benefits shall not be employed or reemployed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the PERL for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or reemployment for up to 120 working days or 960 hours in any calendar year, without loss of benefits, as specified in the PERL. The law permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. These appointments shall not exceed a total for all employers of 960 hours in any fiscal year. During the employment or reemployment 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 PERL is employed or re-employed, the retirement status must be specified in the documentation of appointment to a permanent or temporary position.

### SECTION 4 - PROMOTION AND TRANSFER

- A. Promotion

On promotion, the salary shall be at a rate on the new salary range which is approximately 5.5% higher, or immediately greater than 5.5% higher, than that paid

on the grade of the former position where the new grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first day of the pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.

Employees who are within the last two steps (at top step) of the former position, shall be placed at the rate equal to approximately five and one half percent (5.5%) higher or immediately greater than that paid on the salary plan/grade of the former position, unless such increase would exceed the maximum of the promoted salary plan/grade, in which event it shall be reduced to the top step of the promoted into salary plan/grade.

B. Transfer

Employees who are transferred shall maintain their same salary. The anniversary date of an employee who is transferred shall not change.

## SECTION 5 - DEMOTION

- A. Involuntary Demotion: 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 effective date of all demotions shall coincide with the first day of the pay period. The anniversary date shall be determined as if the date of demotion were the date of employment.
- B. Voluntary Demotion: Permanent employees who, are on promotional probation and voluntarily demote to a previously held classification may return to the step of the previously held classification from which they promoted. Except as provided for in this Article in Section 6, permanent employees who are not serving a promotional probation may request, subject to Department approval, to voluntarily demote to a job classification for which they previously held status, i.e., passed probation. The employee will be placed on the salary step he/she was on at the time he/she left that classification. Voluntary Demotion shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The effective date of all voluntary demotions shall coincide with the first day of the pay period. The anniversary date shall be determined as if the date of demotion were the date of employment.

## SECTION 6 - 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 a rate on the new salary range which is approximately 5.5% higher, or immediately greater than 5.5% higher, than that paid on the grade for the former position where the new grade is able to accommodate the increase.

The anniversary date shall be determined in accordance with section 1B of this Article, except that the first anniversary date shall be the first day of the pay period

following the completion of 1040 hours 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 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 day of a pay period.

## SECTION 7 - TEMPORARY PROMOTION

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

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

## SECTION 8 - CLASSIFICATION PROCEDURE

The Human Resources Director has responsibility for initiating classification studies and recommending changes to the Classification Plan.

As part of the responsibility, and within the limits of Human Resources Classification Division, the following procedure will apply to employees of Law Enforcement Management Unit:

If a Department Head has twice refused to refer to the Human Resources Department an employee's written request for a classification review of their specific position, the employee may prepare a written request for a classification review to LEMU. LEMU may refer such written request to the Human Resources Director.

The Human Resources Director shall take one of the following actions: (1) refer the request to the Classification and Compensation Division for study; or (2) return the request to LEMU with an explanation for non-action.

Note: Requests referred to the Classification and Compensation Division are subject to the same discretionary judgments regarding priority as other requests. The decision of the Human Resources Director as to whether to take no action or to study the classification shall not be subject to a grievance.



## SECTION 9 - CONFORMANCE TO PLAN

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

### **ARTICLE VIII:** **GENERAL PERSONNEL PROVISIONS**

## SECTION 1 - PROBATION

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

Computation of the initial probationary period in a paid status does not include overtime, standby, on-call or military leave of absence. An 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. These employees are not entitled to the review procedure provided for in this MOU.

No unpaid absence in excess of 160 hours during probation (including, employees on leave pursuant to Labor Code section 4850) shall be used to determine successful completion of a probationary period or eligibility for any other status contingent upon continuous service with the County.

- B. Length of Probation. The length of the probationary period in a paid status (not inclusive of overtime) for all classifications within this representation unit shall be 2080 hours.
- C. Extension of Probation. The probationary period of 2080 hours may be extended by the employing Department Head with the approval of the Human Resources Director. Extensions of a probationary period 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. The employee must be notified in writing of the extension prior to the expiration of the existing initial probationary period.
- D. Probationary Period Affected by Change in Class. An employee who has not completed the probationary period, and who promotes or transfers to another class, serve a new probation equivalent to the required length of probation for the class to which the employee promotes or transfers.
- E. Probation of Permanent Employees following Change in Class or lateral Transfer. Effective on the first date of the pay period following Board approval of this MOU, all regular employees of the County who promote, demote, or transfer must serve the

equivalent of the entire probationary period (2080 hours) for the classification. During the probationary period 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 class, 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 shall be determined as if the date of demotion were the date of employment. The effective date of all return to former classifications shall coincide with the first day of the pay period. 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; 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, marriage, or domestic partnership (registered with the Secretary of State and providing a Declaration of Domestic Partnership). Whether by blood, marriage, or domestic partnership shall mean spouse, 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 Department Head or a designee may cause either employee to be transferred, re-assigned, or have their work location or shift assignment changed. Until the Department Head or designee selects one of these alternatives, the employees shall maintain their existing status. The affected employee may elect to demote to a position for which they are eligible and selected in lieu of any of the above alternatives. If the affected employee refuses to accept any of the available options, they shall be subject to termination based upon the continuing relationship.

## SECTION 2 - PROMOTIONS

LEMU recognizes that promotions for Lieutenant and Captain are a function of Sheriff's Administration and County Human Resources. As soon as available, Sheriff's Administration will distribute a published list of candidates, in rank order, for the positions of Sheriff's Lieutenant and Correctional Lieutenant.

Selection for Sheriff Lieutenant and Correctional Lieutenant. The first selection for each position to be filled shall be made from either the top ten percent of those candidates available for assignment, or the top six candidates (including all persons tied for the sixth position) of those available for assignment, whichever is greater.

The Sheriff may elect to promote a Sheriff's Lieutenant from anywhere on the list of available candidates for the following department assignments: Professional Standards

Bureau (PSB) Special Enforcement Bureau (SEB), Special Investigations Bureau (SIB- including Intel and Central Homicide Unit), Cal-ID, Technical Services Bureau (TSB), Tribal Liaison Unit (TLU) and any contract city assignments where the Sheriff Lieutenant is the commanding officer and/or where the position is a designated contract city position. Sheriff's Administration will seek input from LEMU on issues involved in the promotional process not less than 120 days prior to the onset of testing.

Any candidate found sharing current written or oral examination questions or answers while the examination process is in progress will be immediately removed from the promotional process and be ineligible to participate in the then current promotional cycle in the same testing period.

### SECTION 3 - RETIREMENT

#### A. For "Classic Member" Safety Employees

1. Retirement Formula: The County contracts with CalPERS to provide the 3% at 50 retirement formula for all safety employees hired before August 23, 2012 as set forth in California Government Code Section 21362.2. For employees hired after August 22, 2012 who are classic members as defined, the County contracts with CalPERS to provide the 2% at 50 retirement formula as set forth in California Government Code Section 21362.
2. Retirement Benefit Calculation Period: The County's contract with CalPERS provides for the "Single Highest Year" retirement benefit for which "classic member" employees hired prior to August 23, 2012 in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS. For employees hired after August 22, 2012 who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.
3. Payment of Employee/Member Contribution: Classic members pay their 9% Member Contribution. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

#### B. For "New Members" As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7%@ 57 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).
2. Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be

based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

C. Optional Benefits

1. 1959 Survivor Allowance – Indexed Level. The provisions of Section 21574.5 of the California Public Employees' Retirement Law shall apply to safety employee members.
2. Pre-Retirement Optional Settlement 2 Death Benefit. The provisions of Section 21548 of the California Public Employees Retirement Law (Pre-Retirement Optional Death Benefit) shall be applicable to safety employee members of the Law Enforcement Management Unit.

D. For "Classic Member" Miscellaneous Employees. The following provisions are applicable to County miscellaneous employees in the Law Enforcement Management Unit whose classifications are so designated by their CalPERS member category.

1. Retirement Formula: The County contracts with CalPERS to provide the 3% at 60 retirement formula for all miscellaneous employees hired before August 23, 2012 as set forth in California Government Code Section 21354.3. For employees hired after August 22, 2012 who are classic members as defined, the County contracts with CalPERS to provide the 2% at 60 retirement formula as set forth in California Government Code Section 21353.
2. Retirement Benefit Calculation Period: The County's contract with CalPERS provides for the "Single Highest Year" retirement benefit for which "classic member" employees hired prior to August 23, 2012 in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS. For employees hired after August 22, 2012 who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.



3. Payment of Employee/Member Contribution: Classic members pay their 8% (for employees in the 3%@60 formula) and 7% (for employees in the 2%@60 formula) Member Contribution. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
- E. For "New Members" (Miscellaneous Employees) As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)
1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2%@ 62 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).
  2. Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
  3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The County has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
- F. All Members: The following provisions are applicable to both safety and miscellaneous employees covered under the provisions of this MOU.
1. 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.
  2. 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 (4) years of service credit for any continuous active military or merchant marine service prior to employment provided, however, that the employee must contribute an amount equal to the contribution for current and prior service that the employee and the County would have made with respect to that period of service.

#### SECTION 4 - SCHEDULED WORK AND VACATION CHANGE NOTICE

No change shall be made to an employee's scheduled use of any earned vacation benefits unless that employee has received thirty (30) days advance written notice provided that the

giving of such notice may be suspended while the following circumstances exist:

- A. Staffing levels are projected to be abnormally low for at least one work period.
- B. The Sheriff's Department or District Attorney's Office is operating under an emergency condition. An emergency condition is defined as any specific unusual occurrence, unusual event or situation, such as, but not limited to, localized natural disasters, riots or extended breaches of the peace that require additional staffing of personnel to control the situation.

## SECTION 5 - VETERANS' PREFERENCE

The Human Resources Administration under this MOU is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and ability. Each officer shall appoint all necessary employees allowed for their department by this MOU only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of 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 - MILEAGE REIMBURSEMENT

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

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

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

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

## SECTION 7 - UNIFORMS

Sergeants, Supervisor District Attorney Investigator, Coroner Sergeants, and Correctional Sergeants will be granted a uniform allowance of \$38.46 per pay period, and Sheriff Captains, Sheriff Lieutenants, Correctional Lieutenants DA Bureau Commander and Coroner Lieutenants will be granted a uniform allowance of \$19.23 per pay period for the purchase and maintenance of uniforms excluding safety equipment. In addition, any employee covered under the provisions of this MOU shall, upon promotion to the position of Captain, receive a one-time-only issue of an "Ike" jacket. Uniforms purchased will be in compliance with the Department's Uniform Manual.

## SECTION 8 - COUNTY PROVIDED LIFE INSURANCE

The County shall provide Basic life insurance of \$50,000, to all employees covered under the provisions of this MOU.

### **ARTICLE IX:** **LEAVE PROVISIONS**

*(Section 1A of this Article is not applicable to employees in the classifications of Captain, Lieutenant, Correctional Lieutenant, DA Bureau Commander or Coroner's Lieutenant.)*

## SECTION 1 - SICK LEAVE

- A. Every regular employee and officer shall accrue sick leave with pay on a daily basis while in paid status and computed at the rate of four (4) hours per pay period. The is reduced to three and one half (3.5) hours per pay period on the first day of the pay period following Board approval of this MOU. Employees may accumulate accrued sick leave with no maximum accrual. Use of accrued sick leave is for the purpose of medical, or dental care for self and/or family member. The Department may require certificate of a physician, dentist or legally authorized person to provide health care services on the same level as a physician or other proof of illness satisfactory to the Department Head. Such certificate shall include the following: a written statement signed on a form used by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, or their authorized representative, stating the day(s) of the illness, and a statement that the employee's illness prevents their being able to come to work; and may be required by the Department Head, County Executive Officer, or their designees, when in their judgment good cause exists for believing the employee may be abusing their sick leave privilege.
- B. Payout for Sick Leave: Upon service retirement after five (5) years of County service, disability retirement or death of an employee unused accumulated sick leave shall be paid for as follows:

Years:

1. 5 years or more up to 15 years of continuous service hours. Payment up to a maximum of 960 hours of sick leave paid at 50% of its value.
2. 15 years or more of continuous service hours. Payment up to a maximum of 960 hours of sick leave paid at 100% of its value.

If an employee has more than 960 hours of unused accumulated sick leave at the time of service retirement, disability retirement or death, the sick leave hours above 960 hours are forfeited at the end of employment. Payment resulting from death shall be made to the persons designated as the beneficiary or if there is not a beneficiary form, to the employee's estate. This section B is applicable to employees in all classifications in the bargaining unit except for the classifications of Sheriff's Sergeant, Correctional Sergeant, Coroner Sergeant and Supervising District Attorney Investigator. For these four classifications, employees with fifteen (15) years or more of continuous service, they may receive a payment up to a maximum of 1,460 hours of sick leave paid at 100% of its value.

The term "continuous service" is as defined in the definition section above. An employee who leaves County employment for more than ninety (90) days and returns to the County would not have "continuous service" for purposes of this provision.

- C. Post-Employment Accounts: For each regular employee covered under this MOU who is separating from County employment, the County shall provide post-employment 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. They do not include compensation time for overtime. Special Pay Accounts are tax deferred investment funds. The employee may also elect a Health Savings Account, designed to be free of taxes, and which may be used for future health care costs. 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.

- D. Proof of Illness:

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



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

## SECTION 2 - BEREAVEMENT LEAVE

Accrued sick leave, not exceeding five (5) working days may be used by a regular employee or officer in an active payroll status, compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), child, child of a domestic partner, grandparent, grandchild, or step-relationships of the same categories. The County has the right to require proper documentation in support of the requested leave.

## SECTION 3 - FITNESS FOR DUTY

When a Department Head believes based on observable behaviors, that an employee is not capable of performing the essential job duties for reasons of physical or mental impairment, the Department Head will consult with the Human Resources Director, or designee, concerning whether the employee should be placed off work pending a fitness for duty examination to determine whether the employee is able to perform the essential duties of the job, with or without reasonable accommodation. The parties agree that the County shall not be required to provide any accommodation which would endanger the health or safety of the employee, co-workers, or the general public; or which the County otherwise considers unreasonable; or which poses an undue hardship to County operations or upon the County budget. In the event the employee is not able to perform the essential functions of the job according to the fitness for duty examination, the employee will be offered the interactive process to evaluate potential reasonable accommodation.

Should the examination reveal that the employee, through some act of his/her own doing, has made himself/herself physically or mentally unfit to perform the essential functions of the job the employee may be disciplined in accordance with Article XV.

When the Department Head or designee orders an employee off work due to an asserted illness, the employee shall be evaluated by a physician, or other person legally authorized to provide health care services, ("health care provider"), in the specialty designated by the County Employee Health Medical Director, to determine if 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 County Occupational Health Office shall, within five (5) calendar days of the employee being ordered off work, provide to the employee a list of three (3) health care providers from which to choose. Prior to the issuance of the list the employee or his/her representative may make a suggestion to the County Employee Health Medical Director of a health care provider to be included on the list. However, the final decision as to which health care providers will be on the list is made by the County Employee Health Medical Director in the exercise of his/her professional discretion and judgment.

The employee shall have five (5) calendar days from receipt of the list in which to select a health care provider from the list and to advise the County Occupational Health Office of the selected health care provider. If the employee does not make a selection within five (5) calendar days following receipt of the list then the County Employee Health Medical Director will select a health care provider from the list for the employee.

The County Occupational Health Office shall contact the selected health care provider and make the necessary arrangements for the employee to be evaluated. The employee shall be required to attend the evaluation and cooperate with the health care provider and the County Occupational Health Office. The evaluation shall be conducted at County expense. The employee shall be placed on paid Administrative Leave until such time as the fitness for duty report is received and the employee is officially notified of the County's determination of his/her status.

#### SECTION 4 - LEAVE WITHOUT PAY/OFFICIAL LEAVE OF ABSENCE

An Agency/Department leave without pay or an Official leave of absence without pay may be granted for the following reasons: A) Illness or disability when sick leave has been exhausted; B) To take a course of study which will increase the employee's usefulness on return to the County; C) Personal reasons acceptable to the authority whose approval is required.

- A. Agency/Department Leave. Agency/Department leave of absence up to 480 hours (twelve weeks) in any one calendar year period may be granted to any employee by the Agency/Department Head. Such leave shall be reported as a 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 without pay for illness or disability reasons will be required to present a return-to-work statement from the attending health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act and the Fair Employment and Housing Act, or a County designed temporary modified duty and/or return to work program.

- B. Official leave of absence. A Regular employee may request an Official leave of absence exceeding 480 hours, but not exceeding one year (2,080 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, 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 may require two weeks advance notice of the employee's intention to return.

An employee on leave without pay for illness or disability reasons will be required to present a return to work statement from the attending health care provider releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as accommodation as required under the Americans with Disabilities Act and the Fair Employment and Housing Act, or a County designed temporary modified duty and/or return to work program.

The Human Resources Director shall be promptly notified of the return of any employee from an official leave of absence without pay. 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 the law.

## SECTION 6 - JURY DUTY

- A. An employee who is called for jury duty shall be compensated (as though he or she was working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours.
- B. If a unit member is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.
- C. An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours or more left on his/her shift or call in to his/her

supervisor and ask to use leave to cover the rest of his/her shift. If there are less than four (4) hours left on the employee's shift, the employee will be considered to have completed his/her shift and remain on paid status for the remainder of the scheduled shift and does not need to return to work.

- D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
- E. An employee who is scheduled for a swing or graveyard shift on a day he/she is called to jury service will be authorized to request change his/her work hours in order to report to jury service under the same provisions of A-C above.
- F. An employee who is called to jury duty will not be subject to working his/her full graveyard or swing shift if there is not a minimum of eight (8) hours before or after assigned jury duty. If there is less than eight (8) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave his/her shift early to allow for a minimum break of eight (8) hours. If there is less than eight (8) hours between the end of jury duty and the start of their shift, an employee will be able to delay his/her usual start time to ensure a eight (8) hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.
- G. Any employee 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 he/she uses County transportation.
- H. Employees who are absent as a witness in a private matter shall not be entitled to be paid during such absence. However, they may use leave accruals other than sick leave for such an absence.

## SECTION 7 - VOLUNTARY TIME BANK

- A. Definition of eligible employees. Only employees in budgeted ("Regular") positions within the Law Enforcement Management Unit 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 a minimum of 14 or more consecutive days 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, registered domestic partner, son, daughter, step-son, step-daughter, foster-son, foster-daughter, child of a registered domestic partner, parents, grandparents, brother or sister 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, provided the employee's condition qualifies as catastrophic per established Time Bank guidelines. The bank will accept donations of leave from one or more donors.
4. The Time-bank will be operated by the 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 that have been transferred to the Time Bank recipient are irreversible. Unprocessed donation forms are returned to the donor.

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

1. Any employee may donate annual leave, vacation, or holiday accrual. Sick leave and compensatory time may be not donated.
2. Donations of annual leave, vacation, or holiday accrual 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 annual 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 annual leave.

6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donor and recipient's paid leave balance 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 the (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave.
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.

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

## SECTION 8 - PREGNANCY LEAVE

The County will follow the provisions of the California Pregnancy Disability Leave law contained in the Fair Employment Act. Employees will be required to produce proof of disability caused by pregnancy to be eligible for the leave and benefits provided by the law.

## **ARTICLE X:** **VACATION**

*(The provisions of this Article are not applicable to employees in all Captain, Lieutenant, DA Bureau Commander, Correctional Lieutenant, or Coroner's Lieutenant classifications.)*

## SECTION 1 - VACATION

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

Zero through 3 years (0 through 6,240 hours) in a paid status, 80 hours (which is reduced to 67 hours on the first day of the pay period following Board approval of this MOU) with a maximum accrual of 320 hours;

Years 4 through 9 (6,248 through 18,720 hours) in a paid status, 120 hours (which is reduced to 107 hours on the first day of the pay period following Board approval of this MOU) each year with a maximum accrual of 480 hours;

Years 10 or more (18,728 hours or more) in a paid status, 160 hours (which is reduced to 147 hours on the first day of the pay period following Board approval of this MOU) each year with a maximum accrual of 850 hours.

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.

- B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this agreement. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.
- C. With the exception of Extra Duty as specified in Article VI, Section 5F, or when directed to work under an emergency or disaster, no person shall be permitted to work for compensation for the County during their vacation, except with prior approval of the Board of Supervisors and the Department Head.
- D. For purposes of this section, the period of vacation will be deemed begun when the first use of vacation leave starts until the next time the employee reports to work a regular work shift, inclusive of regular days off.
- 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 Agreement, 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 XI:** **ANNUAL LEAVE**

### **SECTION 1 - ANNUAL LEAVE**

- A. All regular full-time Coroner's Lieutenants, Correctional Lieutenants, Lieutenants, DA Bureau Commanders, Captains and Correctional Captains shall neither accrue vacation and sick leave. They shall, instead, earn Annual Leave each biweekly pay period of service commencing with the employee's initial anniversary date assigned to an employee during his/her latest period of County employment according to the following schedule. Absence without pay shall cause said pay period's accrual of Annual Leave credits to be reduced on a pro-rata basis. Accrual is based on hours in paid status.

B. Accrual Rates:

<u>YEARS OF COMPLETED COUNTY SERVICE</u>	<u>BI-WEEKLY ACCRUAL</u>
0 - <3	8.92 hours
3 - <10	10.46 hours
10 or more	12.00 hours

Effective on the first day of the pay period following Board approval of this MOU, the accrual rates are as follows:

<u>YEARS OF COMPLETED COUNTY SERVICE</u>	<u>BI-WEEKLY ACCRUAL</u>
0 - <3	7.92 hours
3 - <10	9.46 hours
10 or more	11.00 hours

- C. Vacation/Sick Leave Conversion: When any employee in the classification of Sheriff's Sergeant, Correctional Sergeant, Coroner Sergeant and Supervising District Attorney Investigator promotes to a classification in the unit which receives annual leave and therefore no longer will accrue vacation and sick leave, the following shall apply: Accrued vacation banks and up to 50% of accrued sick leave banks, not to exceed a maximum of 960 hours (i.e., a maximum of 480 hours of sick leave), shall be converted to Annual Leave on an hour-for-hour basis provided, however, that the maximum combined total of converted sick leave and vacation hours shall not exceed 1,200.

If a promoted employee has a combined total of more than 1,200 hours of vacation and sick leave when promoting to a position which earns and accrues annual leave, the following shall apply: All of the employee's accrued vacation leave shall first be converted to annual leave, and up to 50% of accrued sick leave, not to exceed 960 hours. However, the combined total of vacation and sick leave converted to annual leave cannot exceed 1,200 hours. If the employee still has accrued vacation and/or sick leave at the time of the conversion (i.e., because the employee's combined accrual of vacation and sick leave exceeds the maximum conversion of 1,200 hours) the employee's excess hours shall remain in their sick leave and vacation banks for their use until the bank is exhausted or, upon retirement, disability retirement, or death of the employee, the hours may be paid as provided under the provisions of Article X, Section 1B.

- D. Annual Usage: During the first twenty-six (26) pay periods of employment, employees shall be encouraged to use no less than forty (40) hours of Annual Leave and, thereafter, employees shall be encouraged to use no less than eighty (80) hours of Annual Leave in each succeeding twenty-six (26) pay periods of employment. While on Annual Leave, an employee shall be compensated and receive benefits at the same rate as if he/she were on the job. Unless prior approval is granted by the Chief Executive Officer, Annual Leave shall not be used for the purpose of extending employment prior to retirement under CALPERS.

- E. Maximum Accrual: Eligible employees shall not accrue more than the total Annual Leave hours described below:

<u>YEARS OF COMPLETED COUNTY SERVICE</u>	<u>MAXIMUM ACCUMULATION</u>
Less than 5 years of service	480 hours maximum
5 to 10 years of service	960 hours maximum
More than 10 years of service	1800 hours maximum

If an employee reaches the maximum accrual, he/she shall not accrue additional annual leave until he/she uses leave and reduces his/her accrual below the maximum.

- F. Annual Leave In Lieu Pay. A Correctional Lieutenant, Lieutenant DA Bureau Commander, Correctional Captain or Captain may request to receive pay in lieu of up to eighty (80) hours of Annual Leave per calendar year. Upon approval of his/her agency/department head, such employee may receive pay in lieu of an additional eighty (80) hours of Annual Leave during the same calendar year provided, however, that no employee shall receive pay in lieu of more than 160 hours of Annual Leave in any calendar year. The benefits received pursuant to the provisions of this Section shall not be considered compensation earnable for CALPERS purposes.
- G. Annual Leave Usage: Annual Leave may be used to restore pay otherwise lost due to absence from work for personal reasons or illness.
1. Each agency/department head shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the agency/department and of the County service. The Department Head or designee shall determine when Annual Leave will be taken.
  2. In addition, when unscheduled usage of Annual Leave occurs, verification of the reason(s) for absence may be required from the employee. Any person absent from work shall notify his/her agency/department head on the first (1st) day of such leave and as often thereafter as directed by his/her agency/department head.
  3. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of his Department Head or designee or the Human Resources Director, be required to have a physical examination by a County approved physician before returning to active duty. Such physical examination shall be performed by a physician designated by the Human Resources Director and shall be at County expense.
- H. Subsections 2 and 3 above shall also apply to the use of previously earned sick leave accruals.

- I. In the event the agency/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 agency/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.
- J. Payoff Upon Retirement or Termination: Any regular employee who terminates or is terminated shall be paid for all accrued Annual Leave at the same rate as that received on the last day worked or last day of approved leave with pay.
- K. Prior Sick Leave Accruals:
1. Effective July 1, 2003, current sick leave balances were frozen however, 50% of the sick leave balances on that date for employees covered under the this MOU at that time were converted to Annual Leave. Employees who have a sick leave balance may still use sick leave until the sick leave is exhausted or, upon retirement, disability retirement, or death of the employee, it may be paid as provided under the provisions of Article X, Section B.
- L. Prohibition Against Employment While on Annual Leave: No person shall be permitted to work for compensation for the County while on Annual Leave without prior approval of the Board of Supervisors and his/her agency/department head.

## **ARTICLE XII:** **HOLIDAYS**

### **SECTION 1 - PAID HOLIDAYS**

- A. Employees in a current paid status shall be eligible for paid holidays.
- B. County Holidays
- January 1, New Year's Day
  - Third Monday in January, Martin Luther King, Jr.
  - February 12, Lincoln's Birthday
  - Third Monday in February, Washington's Birthday
  - Last Monday in May, Memorial Day
  - July 4, Independence Day
  - First Monday in September, Labor Day
  - Second Monday in October, Columbus Day
  - November 11, Veterans' Day
  - Fourth Thursday in November, Thanksgiving Day
  - (unless otherwise appointed)
  - Friday following Thanksgiving



- December 24 and 31 when they fall on Monday
  - December 25, Christmas Day
  - December 26 and January 2, when they fall on a Friday
  - Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following when such date falls on a Sunday.
- C. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
- D. An employee who is terminating employment for reasons other than paid County retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
- E. An employee who is absent 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 that holiday.
- F. The changing of a Sergeant's, Coroner Sergeant's or Correctional Sergeant's regular scheduled day off to a holiday off for the sole purpose of avoiding holiday pay is prohibited.

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

G. Regularly Scheduled Day Off Falls on a Paid Holiday.

Employees shall have the option to receive either eight (8) hours of compensatory time or eight (8) hours of pay at the regular rate of pay for a regularly scheduled day off which falls on a paid holiday.

- H. Any employee whose regularly scheduled working day falls on a paid holiday, and who works on that holiday, shall be entitled to not more than 8 hours of compensation in addition to their regular hourly rate for the time actually worked; provided, however, that any affected employee who has any accumulated compensatory time off credit in the previously provided for "holiday bank", shall

retain such benefits until the "holiday bank" has been exhausted.

### **ARTICLE XIII:** **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 - REIMBURSEMENT RATES FOR MEALS**

Reimbursement for meal expenses shall be authorized in accordance with Board Policy D-1.

#### **SECTION 4 - 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 5 - MOVING EXPENSES-CURRENT EMPLOYEES**

Upon the written request of the employee, the Department Head, with the written approval of the County Executive Officer, may authorize payment of all or part of the actual and necessary expenses incurred for moving the household and immediate family of the 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 move, shall be subject to such reasonable conditions as the County Executive Officer may require, shall specify the maximum amount authorized and shall not be granted more than once in any one year period for any one employee, nor for any employee until he/she has been continuously employed by the County for at least one year preceding the authorization. If the employee voluntarily terminates employment with the County within one year of the payment of the expenses set forth herein, the employee

shall, within 30 days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

## SECTION 6 - REIMBURSEMENT FOR DAMAGED CLOTHING OR PROPERTY

Board of Supervisors' Policy # C-5 is incorporated herein by reference.

### **ARTICLE XIV:** **GRIEVANCE PROCEDURE**

#### 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 he has a justifiable request or complaint shall discuss the request or complaint with his 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, arising out of a specific fact situation or transaction that results in an alleged inequity or damage to the employee, the solution of which is wholly or partially within the province of the County to rectify and will involve the interpretation or application of existing Ordinances, rules, regulations, or policies concerning wages, hours, and other terms and conditions of employment. Grievances shall be submitted in writing on appropriate forms supplied by the Human Resources Department. A grievance does NOT include:

- A. Matters that have been reviewed under some other County administrative procedure;
- B. Requests or complaints the solutions 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, or the termination, suspension, or demotion of a regular employee reviewable pursuant to the provisions of this MOU; and,
- D. Requests or complaints initiated by any member of the "Law Enforcement Management Unit" only, involving a departmental performance evaluation if, (a) with respect to permanent employees, including those in a promotional probationary status, the evaluation rating overall is satisfactory (or competent) or better or (b), with respect to entry level probationary employees, the evaluation rating for overall effectiveness is below standards or better.

### SECTION 3 - FREEDOM FROM REPRISAL

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

### SECTION 4 - EMPLOYEE REPRESENTATION

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, provided an employee that is a member of a representation unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution, may be represented only by the exclusive employee organization. Reasonable access to work areas by representatives of qualified employee organizations shall be in accordance with Section 19 of the Employee Relations Resolution. The grievant and one representative, are entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

#### General Rules.

### SECTION 5 - CONSOLIDATION

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

### SECTION 6 - RESOLUTION

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

### SECTION 7 - WITHDRAWAL

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

### SECTION 8 - TIME LIMITS

Grievance petitions shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by 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 9 - 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 10 - EXTENSION OF TIME

The time limits within which action must be taken or a decision made as specified in this procedure, except for Section 12, may be extended by written consent of the grievant and the person before whom disposition of the petition is pending.

### Procedure

## SECTION 11 - 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. Grievances filed by LEMU on its own behalf may be filed in writing without any prior discussion with supervision.
- B. Submission of Written Grievance All grievance petitions shall be filed within fifteen (15) working days after 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. 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.
- C. Grievance Meeting Within fifteen (15) working days after submission of the petition, the Department Head, or a designee, and the Employee Relations Division Manager, or a designee, shall meet with the grievant and the employee's representative, if any. No later than fifteen (15) working days thereafter, the Employee Relations Division Manager, or a designee, shall render a written decision.
- D. Demand for Arbitration If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented to the Employee Relations Division Manager, or designee, within ten (10) working days after receipt of the decision of the Employee Relations Division Manager, or a designee. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner prescribed in Section 12. 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 12 - ADVISORY ARBITRATION

- A. After submission of a request for review, the grievant and the Human Resources Director or a designee, shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List" of 5 arbitrators from which an arbitrator shall be selected by alternatively striking names from the list until one (1) remains who shall then serve as the arbitrator. Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties.
- B. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.
- C. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Human Resources Director, or a designee, with the employee's Department Head at least two (2) working days in advance of the hearing date. When the grievant is self-represented or represented by other than the Exclusive Employee Organization, the employee shall deposit one-half ( $\frac{1}{2}$ ) of the estimated hearing costs (including transcripts in accordance with Section 12B) with the Employee Relations Manager who shall determine the estimate and process grievant's deposit.
- D. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Agreement.
- E. 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.
- F. 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 management of County departments, and personnel concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a grievance hearing.

## SECTION 13 - ARBITRATION STRIKE LIST

The County will request a list of arbitrators from the State Mediation and Conciliation Service. The arbitrator will be chosen either by an agreement of the parties or if the parties cannot agree on the arbitrator on the list, the parties will strike names to select the arbitrator. LEMU will strike the first name from the list.

**ARTICLE XV:**  
**DISCIPLINE, DISMISSAL, AND REVIEW**

**SECTION 1 - PERMANENT STATUS**

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

**SECTION 2 - CAUSE FOR DISCIPLINE**

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 (not including a disability as defined in State or Federal Law);
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct which adversely affects the employee's job performance or operation of the department in which they are employed;
- N. Off-duty conduct that has nexus to the employee's job which may impact the employee's skills or ability to perform the job or reflects negatively on the department or County;
- O. 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;
- P. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy;
- Q. Violation of the County's Anti-violence in the Workplace Policy.

Effective on the first date of the pay period following Board of Supervisors approval of this MOU, the discipline matrix used by the parties in the past is no longer effective.

#### SECTION 4 - REDUCTION IN COMPENSATION

For FLSA non-exempt employees, a 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.

#### SECTION 5 - DISCIPLINARY APPEAL PROCEDURE/GENERAL

Any notice required to be given by this Procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid, and addressed to the designated recipient at the recipient's last known address.

- A. As used in this Procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons, that directly affects the wages, hours, or working conditions of a permanent employee.
- B. Unless otherwise specified, as used in this Procedure, "Department Head" includes the Department Head or a designated subordinate.
- C. The Human Resources Director or designee may for good cause extend the time for performance of any act required or permitted by this Procedure, upon written request prior to expiration of the time fixed. Powers of the Human Resources Director may be exercised by a designated subordinate.

#### SECTION 6 - NOTICE OF DISCIPLINARY ACTION

- A. Intent Letter. For permanent employees written notice of intent to take disciplinary action shall be served on the affected employee, except as herein after 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. Implementation Letter. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on or before the effective date of the action and shall include:

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

## SECTION 7 - INVOLUNTARY LEAVE OF ABSENCE

Pending investigations by the agency/department head, or designee, of critical incidents or accusations of misconduct against an employee, the Department Head or designee, may, subject to the exceptions provided in the paragraphs below, place the employee on a leave of absence with pay for a period of time not to exceed fifteen (15) working days.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence with pay may be extended to a combined maximum of ninety (90) calendar days in consultation with the Human Resources Director, or designee. In such cases, and except for good cause, the agency/department head will notify the employee in writing as to what specific allegations are being investigated. Following consultation with the Human Resources Director, or designee, the department head, or designee, may grant additional leave with pay exceeding ninety (90) calendar days. If the employee is no longer entitled to a leave of absence with pay, the employee shall be returned to duty pending the completion of the investigation and the imposition of any disciplinary action provided, however, the agency/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.

## SECTION 8 - APPEALS

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

- A. Be accompanied by a copy of any 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 9 - AMENDED NOTICE OF DISCIPLINARY ACTION

- A. At any time before an employee's appeal is submitted to the Hearing Officer for decision, the Department Head may, with the consent of the Human Resources



Director or designee, serve on the employee and file with the Human Resources Director or designee an amended or supplemental notice of disciplinary action.

- B. If the amended or supplemental notice presents new causes or allegations, the department shall process said notice in accordance with Section 6 above. However, 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 10 - WAIVER

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

## SECTION 11 - HEARING PROCEDURE

- A. The parties shall maintain an arbitrator strike sheet of five arbitrators from which hearing officers shall be selected by alternatively striking names until only one name remains. The inclusion or removal of names from the list shall be by mutual agreement of the parties.
- B. The hearing shall be set by the Human Resources Director or designee at the earliest possible date. The employee and the Department Head shall be given not less than (10) working days' notice of the hearing by the Employee Relations Division. The Employee Relations Division may postpone or cancel a hearing on reasonable notice to the employee, the Department Head, and their respective representatives.
- C. The employee and the Department Head may be represented by counsel or other representative.
- D. 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 Hearing Officer, provided reasonable notice is given the department employing the officer or employee. The Human Resources Director or designee shall arrange for the production of any relevant County record. The Hearing Officer is authorized to issue subpoenas.
- E. All appeal hearings involving a dismissal or demotion of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the Department Head may, at his/her own expense, provide a reporter for the hearing.
- F. The expenses of the Hearing Officer and hearing shall be paid for by the County. 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.



G. Within 90 days following the submission of the appeal, the Hearing Officer 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 Hearing Officer 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 Hearing Officer shall confine his/her decision to issues raised by the statement of charges and responses and render a decision based on the written MOU between the parties. If the Hearing Officer finds that misconduct occurred, the Hearing Officer shall defer to the Department Head's discretion as to what constitutes the appropriate level of discipline for the offense. If the Hearing Officer finds that the level of discipline imposed was excessive, the Hearing Officer may, modify, or rescind an appealed disciplinary action imposed by the Department Head.
2. Unless the Hearing Officer finds that the disciplinary action was excessive, the action shall be left undisturbed. The Hearing Officer shall otherwise defer to the Department Head's discretion as to what constitutes the appropriate level of discipline for the offense.
3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the Hearing Officer's decision. Restoration of retirement benefits is limited to that allowed by Cal-PERS regulations.
4. In the case of discharges, if the Hearing Officer finds the order of discharge should be modified, the appellant shall be reinstated to paid leave status in 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 Hearing Officer. The appellant may not be reinstated to full duty until after successful completion of a pre-reinstatement background investigation which will cover the period between the date of the discharge and the employee's reinstatement.
5. If the Hearing Officer finds the order of discharge should be rescinded, the appellant shall be reinstated to a paid leave status in position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement. Restoration of retirement benefits is limited to that allowed by Cal-PERS regulations. The appellant may not be reinstated to full duty until after successful completion of a pre-reinstatement background investigation which will cover the period between the date of the discharge and the employee's 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.

This section will not be applicable where both parties mutually agree to submit briefs.

7. Restoration of pay and 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. The parties need not address damages or mitigation unless, and until after, a decision necessitates presentation of evidence on these issues.
8. The employee and the Department Head shall have these rights:
  - a. To call and examine witnesses;
  - b. To introduce exhibits;
  - c. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
  - d. To impeach any witness regardless of which party first called the witness to testify; and
  - e. To rebut any derogatory evidence.
9. The hearing shall be a private proceeding among the County, the employee and the employee organization. Attendance of others during the proceeding will be at the discretion of the arbitrator.

## SECTION 12 - APPEAL PROCESS FOR MINOR DISCIPLINE

The following administrative appeal process is established pursuant to Government Code § 3304.5. This procedure shall not apply to disciplinary actions for which employees already are entitled to receive an appeal hearing pursuant to this MOU for disciplinary transfer, reduction in compensation, suspension, demotion and dismissal. Rather this process is for written reprimands and any other "punitive action" as defined by the Public Safety Officers' Procedural Bill of Rights Act.

### A. Right to Administrative Appeal Under this Procedure

1. Any employee who is subjected to punitive action (within the meaning of Government Code § 3303) other than dismissal, demotion, reduction in compensation, suspension or disciplinary transfer, shall be entitled to receive an administrative appeal under this procedure. The employee shall not be entitled to appeal the action prior to its imposition, i.e., an employee shall not be entitled to receive a hearing akin to a *Skelly* hearing or other pre-disciplinary appeal hearing prior to imposition of the punitive action.

B. Notice of Appeal

1. Within ten (10) calendar days of receipt by an employee of notification of punitive action as set forth above, the employee shall notify the Human Resources Director in writing of his/her intent to appeal the punitive action.
2. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

C. Hearing Officer

1. The Department Head shall have twenty-one (21) calendar days from receipt of the notice of appeal to designate himself/herself as the hearing officer or appoint a neutral hearing officer at the rank of Captain (for the Sheriff's Department) and District Attorney Assistant Chief (for the District Attorney's Office) or above who is not embroiled in the controversy, i.e., a person who did not initiate or authorize the action in question.
2. The hearing officer appointed shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and issuing an advisory decision to the Department Head or his/her designee. The Department Head or his/her designee may adopt, modify, or reject the hearing officer's recommendations and advisory decision and the decision shall be final.

D. Burden of Proof/Persuasion

1. If the action being appealed does not involve allegations of misconduct (i.e., allegations that the employee has violated one or more federal, state, or local laws, and/or County or Department regulations, procedures, or rules) the limited purpose of the hearing shall be to provide the employee the opportunity to establish a record of the circumstances surrounding the action. The County's burden shall be satisfied if the County establishes that the action was reasonable, even though reasonable persons might disagree about whether the action was the best one under the circumstances.
2. If the punitive action involves charges of misconduct, (i.e., allegations that the employee has violated one or more laws, regulations, procedures, or rules), the County shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

For example, if an employee received a written reprimand for unauthorized absence from work then the County would bear the burden of proving that the employee was absent from work without authorization and that a written reprimand was reasonable under the circumstances.

E Conduct of Hearing

1. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative.
2. The parties may present opening statements.
3. The parties may present evidence through documents and testimony.
  - a. Witnesses shall testify under oath.
  - b. The hearing officer shall issue subpoenas for documents or testimony upon reasonable request of the parties.
  - c. There shall be no ex parte communications between the hearing officer and the parties or persons with respect to the subject of the appeal.
4. The parties shall be entitled to confront and cross-examine witnesses.
5. Following the presentation of evidence, if any, the parties may submit oral and/or written closing argument for consideration by the hearing officer.

SECTION 13 - EVIDENCE AND PROCEDURES APPLICABLE TO ALL HEARINGS

- A. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- B. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 5A. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.
- C. Irrelevant and unduly repetitious evidence shall be excluded.
- D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between management of County departments and Human Resources concerning personnel matters and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- E. Oral evidence shall be taken only on oath or affirmation.
- F. Any employee not testifying in his/her behalf may be called and examined as on

cross-examination.

**ARTICLE XVI:**  
**ANTI-STRIKE CLAUSE**

It is hereby agreed that the Riverside County Law Enforcement Management Unit (LEMU) 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 MOU.

Should a strike, sick-in, picketing, boycott or any other interruption of work occur, the County shall notify the Riverside County Law Enforcement Management Unit (LEMU) of the existence of such activity and LEMU will take all reasonable steps to terminate such activity and induce the employees to return to work.

**ARTICLE XVII:**  
**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 the Sheriff's Department and the District Attorney's Department
- C. Except as otherwise provided in this Procedure, an employee shall lose seniority upon resignation, retirement, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the layoff list.

**SECTION 2 - REDUCTION IN FORCE**

- A. When it becomes necessary to reduce the work force in a department, the Department Head shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the department or other organizational unit of the department which is identified as a Section or Subsection in this MOU. It is not the intention of the County to use per diem employees for a replacement of regular laid off employees.
- B. Any reduction in the number of regular employees holding a job classification designated by a Department Head for layoff shall be made in the following order of employment status:
  - 1. Temporary promotion employees (return to former class);
  - 2. Probationary new employees;
  - 3. Probationary transfer employees, probationary promotional employees, and



regular employees.

- C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department, subject to the approval of the Human Resources Director. Employees laid off out of seniority shall be given written notice of this action.
- D. After consultation with the Human Resources Director or a designee, the Department Head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:
  - 1. The reason for layoff;
  - 2. The effective date of the action;
  - 3. If laid off out of seniority.
- E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the department, and was not removed therefrom for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven days of written notification of layoff by personal delivery or mailing of a certified letter.

Regular employees who elect to demote under this provision shall be placed on the step nearest their present salary within the range of the class to which they are demoting provided such step shall not exceed present salary.
- F. The affected 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 LEMU 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 of a currently equal or lower salary range in which the employee ever held regular status, provided the department is allocated any positions of such classifications.
- 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.

## **ARTICLE XVIII:** **NON-DISCIPLINARY SEPARATION**

This Article shall only apply to non-safety employees (Coroner Sergeants and Lieutenants) who has been separated from employment by the County for non-disciplinary reasons and whose right to collect a disability retirement from CalPERS has not vested.

### **SECTION 1 - NOTICE OF ACTION**

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

### **SECTION 2 - APPEALS**

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

An appeal shall contain:

- A. A copy of the notice of intent and the notice of separation served on the employee;



- B. A brief statement of the facts and reasons for the appeal; and,
- C. A brief statement of the relief requested.

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

### SECTION 3 - WAIVER

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

### SECTION 4 - APPEAL PROCEDURE

- A. The Parties shall maintain a jointly negotiated list of no fewer than seven (7), and no more than eleven (11) hearing officers who shall be selected by the striking method. The only remaining name after the striking process shall serve as the hearing officer. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the hearing officer chosen is unable to serve within a timeframe acceptable to both parties, the last name struck will serve as the hearing officer.
- B. The hearing shall be set by the Human Resources Director, or designee, and employee representative, or employee, within a reasonable period based on the hearing officer's availability and other scheduling factors.
- C. The employee may be represented by counsel or other representative; 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 shall be represented only by the exclusive employee organization. The County may be represented by counsel or other representative.
- D. It shall be the duty of any County employee to attend a hearing and testify upon the written request of any of the following: the employee or his/her representative, the department head, or the hearing officer, provided reasonable notice is given to the department employing the employee. The Human Resources Director, or designee, shall arrange for the production of any relevant County record. The hearing officer is authorized to issue subpoenas.



- E. All appeal hearings under this section shall be reported by a stenographic reporter.
- F. The expenses of the hearing, including but not limited to, the costs of the hearing officer and transcripts, shall be shared equally by the County and LEMU. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness, during the employee's regular working hours, shall be released from work without loss of compensation or other benefits to attend the hearing. Employees missing their regular working hours to testify in these matters will not be entitled to premium or differential pay.
- G. In the event an employee is provided representation by LEMU, the cost of the expenses of the hearing shall be shared equally by LEMU and the County.
- H. Any hearing expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- I. Within twenty-one (21) calendar days following the hearing of the appeal or as soon thereafter as practicable, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties.
  - 1. The hearing officer shall confine the decision to whether, based upon the evidence at the time the County separated the employee, the employee was medically or psychologically incapacitated from performing the essential functions of his/her position for a permanent or uncertain duration. The hearing officer shall not substitute his/her opinion for that of the medical provider.
  - 2. The hearing officer's award, if any, shall be subject to deduction of all unemployment insurance and outside earnings which the employee received since the date of discharge. The employee shall supply records of such employment earnings when requested.
- J. Hearings under this section need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely upon in the conduct of serious affairs. Irrelevant and unduly repetitious evidence shall be excluded.
- K. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support separation from employment, unless it is the type of hearsay admissible over objection in a civil action.
- L. Medical records may be submitted and relied upon without the requirement that the healthcare provider testify to authenticate those records. This does not preclude either party from calling healthcare providers to testify in support of whether the employee is fit or unfit to perform the essential functions of the position. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.

- M. The rules of privilege shall be effective to the same extent that they are recognized in civil actions. In addition, communications between Human Resources Department and advocates, or representatives of the department(s) involved in the arbitration, and communications between the union representative and the employee shall be confidential and not subject to disclosure in a hearing.
- N. Oral evidence shall be taken only on oath or affirmation.
- O. Employees not testifying on rebuttal may be called and examined as on cross examination.
- P. The employee and the Department Head or designee shall have these rights:
1. To call and examine witnesses;
  2. To introduce evidence;
  3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
  4. To impeach any witness regardless of which party first called the witness to testify; and
  5. To rebut any derogatory evidence.
- Q. The hearing shall be a private proceeding among the County's representative, the employee and the employee's representative.
- R. The decision of the Arbitrator shall be final subject to the right of either party to seek judicial review by filing a writ per California Code of Civil Procedure section 1094.5.

**ARTICLE XIX:**  
**ALCOHOL AND DRUG ABUSE POLICY**

The County has established a strong commitment to eliminate substance abuse and its effects in the workplace, and has set forth a policy in Board of Supervisors Policy C-10, which is included in this MOU by reference.

Where two employees in the chain of command have reasonable suspicion that an employee is under the influence of alcohol or drugs, the employee shall be subject to drug and or alcohol testing. If requested by the employee a drug recognition expert (DRE) or person certified in drug abuse recognition (DAR) will evaluate the employee to verify whether reasonable suspicion exists if the DRE or DAR is available to respond to the location of the employee within one hour of the request. The opinion of the DRE or DAR will be taken into consideration.

**ARTICLE XX:**  
**FLEXIBLE BENEFIT PROGRAM**

**SECTION 1 - ESTABLISHMENT OF THE PLAN**

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

**SECTION 3 - ELIGIBILITY AND PARTICIPATION**

Employees in LEMU are covered by the plan.

**SECTION 4 - BENEFITS**

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

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

- B. Election Under Plan. Elections under Section 4 shall normally be made for one year

periods. Once per year at the date it specifies, the County shall permit each eligible Employee to make an election between a Contributory Coverage or cash in lieu thereof, as provided under Section 4. An employee may only revoke their benefit election and make a new election with respect to the remainder of the one year period to the extent permitted by the County, and only if both the revocation and the new election are on account of and are consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child and deletion of dependents. In addition, elections may also be made not later than sixty days after an Employee first becomes eligible for a Contributory Coverage. Any election made by an Employee will remain in effect until changed by the Employee.

- C. Election Amendments by Administrator. The County may amend Employee elections under this Plan in the event the County determines that amendments are necessary or advisable in order to (1) satisfy the anti-discrimination requirements imposed on this Plan by the Code; (2) prevent any Employee from having to recognize more income for Federal income tax purposes from the receipt of fringe benefits hereunder than would otherwise be recognized, due to the application of any anti-discrimination provision of the Code; or (3) maintain the non-taxable status of benefits received under this plan or any benefit plan pursuant to the requirements of the Code.
- D. Funding. This Plan shall be funded by County contribution of cash, and salary reduction contributions to the extent additional funds are needed by Employees in order to receive Contributory Coverage. County contributions shall be applied by the County to purchase Contributory Coverage's for electing Employees or to pay then cash as provided under Section 4. The maximum amount of salary that could be waived by Employees shall be the difference between the cost of the most expensive coverage available under a Welfare Benefit Plan that the Employee could select for the period in question and the non-elective County contribution made on the Employee's behalf. Each participant shall determine the amount of reduction in their salary to be used to purchase Contributory Coverage's for the Plan Year, for each biweekly pay period, prior to the beginning of such Plan Year, or:

For the participant subject to a change in the family status referred to in Section 4B, prior to the Effective Date specified by the participant in a written notification to the designated office of the County on such forms as the County may prescribe.

## SECTION 5 - RECEIPT OF BENEFITS

- A. Controlling Effect of Benefit Plans and Programs. All claims for benefits shall be subject to and governed by the terms and conditions of the particular benefit plan or program adopted by the County with respect thereto and the rules, regulations, policies, and procedures from time to time adopted in accordance therewith.
- B. Insurance. To the extent that insurance or prepaid benefit coverage is procured to provide any of the benefits elected by Employees pursuant to this plan, an Employee's right to such benefits shall be limited to the amounts payable by such insurance, or available under the prepaid program, and the receipt thereof shall be subject to satisfaction of all of the terms, covenants, conditions, rules and



regulations of the insurer or prepaid program. The County shall not have any independent obligation or duty to provide benefits to participants to the extent that such benefits are to be provided by the insurance or prepaid program. The County shall have the right from time to time to change the coverage's or carriers of any one or more insurance policies without written notice to employees.

## SECTION 6 - ADMINISTRATIVE PROVISIONS

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

- A. To construe and interpret this Plan, to decide all questions of eligibility and participation and to determine the benefit plans and programs to be covered by this Plan;
- B. To prescribe procedures to be followed by Employees to make benefit elections pursuant to this Plan;
- C. To prepare and distribute information explaining this Plan and the benefit plans and programs covered hereby in such manner as the Administrator determines to be appropriate;
- D. To request and receive from all Employees such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- E. To furnish each Employee with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;
- F. To receive, review and keep on file such reports and information concerning the benefit plans and programs covered by this Plan as the Administrator determines from time to time to be necessary and proper; and
- G. To appoint or employ such individuals or entities to assist in administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants.
- H. The County may amend, alter, or change the benefit plans and programs covered by this Plan and may amend or terminate the Plan itself.
- I. County offered health insurance coverage is mandatory in order to receive cash back. If monies remain after health and dental insurance premium deductions, said monies may be taken in cash. This amount will not exceed the monthly contribution amount minus total premiums. Dental insurance is optional but does not qualify for the cash back option without a health plan election.



For example:

Health Insurance Premium, single coverage	\$500.00
Dental Insurance Premium, single coverage	\$ 20.00
Flexible Benefit Credits	<u>\$959.28</u>
Cash back to employee	\$439.28

- J. County Contributions. For all employees covered under the provision of this MOU, the County's monthly contribution on behalf of each active employee is \$959.28, inclusive of the CalPERS statutory minimum contribution.

The parties agree that any mid-year adjustments to flexible benefit contribution will not require a new open enrollment process.

#### **SECTION 7 - PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (PEMHCA)**

The County shall contribute \$128.00, or the minimum PEMHCA amount required by CalPERS, whichever is greater, 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.

#### **SECTION 8 - DENTAL INSURANCE**

Dental insurance is also available at an additional cost.

#### **SECTION 9 - OPTICAL INSURANCE**

The County shall provide an optical plan. The premium cost for optical insurance shall be made in addition to the County contribution to the Flexible Benefit Plan.

#### **SECTION 10 - LONG -TERM DISABILITY INSURANCE**

Employees covered under the provisions of this Agreement shall be enrolled in the County's Long Term Disability Plan at no cost to the employee. The County's Plan pays 66.67% of earnings, to a maximum of \$10,000.00 per month, after a 60-day waiting period. Benefits are payable until a maximum age of 65.

- A. The definition of disability shall be as follows: An employee is disabled from all occupations if, as a result of sickness, accidental bodily injury or pregnancy, an employee is unable to perform with reasonable continuity the material duties of any gainful occupation for which he/she is reasonably fitted by education, training and experience. Gainful is interpreted to mean the same station in life.
- B. Reciprocity: An employee who is absent from work due to an industrial disability shall not be entitled to receive both (a) full salary in lieu of temporary disability benefits pursuant to this Agreement or Section 4850 of the Labor Code and (b) benefits available under the County's Long-Term Disability Insurance Plan.

## SECTION 11 - DEFERRED COMPENSATION

Regular employees covered under the provisions of this Agreement are eligible to participate in County sponsored Sec.457 and Sec. 401(a) plans subject to the provision of the plan documents and applicable state and federal law. These plans are available to employees through County approved providers.

- A. The Sec. 457 plan is employee contributions only. Employees may make biweekly contributions not to exceed the maximum allowable IRS limit.

The County shall allow each employee, upon retirement, to convert accumulated annual leave, vacation, sick leave, holiday and compensation time to the County's approved deferred compensation plan, subject to the maximum allowable IRS limit.

- B. Contributions to the Section 401(a) can be made only by the employer. The County's contribution is fifty eight dollars and fifty cents (\$58.50) per biweekly pay period for each enrolled Sergeant, Coroner Sergeant and Correctional Sergeant and fifty dollars (\$50.00) per pay period each enrolled regular Sheriff Captain, Sheriff Lieutenant, Coroner Lieutenant, Correctional Captain, Supervising DA Investigator, DA Bureau Commander and Correctional Lieutenant covered by this MOU.

## SECTION 12 - VEBA CONTRIBUTIONS

A VEBA is a Voluntary Employees' Beneficiary Association authorized by Internal Revenue Code Section 501(c)(9) for the benefit of employees who are eligible to participate in the Post-Employment Health Savings plan.

The biweekly pay period contribution by the County into the VEBA plan is one hundred twenty dollars (\$120.00) per pay period for each member of the unit. Effective on the first day of the pay period following Board of Supervisors approval of this MOU, the biweekly pay period contribution by the County into the VEBA plan is one hundred and thirty five dollars (\$135.00) per pay period for each member of the unit.

### **ARTICLE XXI:** **SHERIFF DEPARTMENT WELLNESS & FITNESS PROGRAM**

#### SECTION 1 - PROGRAM SUMMARY

The parties are committed to a program that encourages employees to maintain healthy lifestyles and good levels of fitness. The program will be phased in over the term of the MOU.

- A. During the first year of the program, and as required thereafter, employees may participate in an assessment of their health and well-being and receive a Personal Wellness Profile. Following completion of the Wellness Profile, employees will receive a report outlining their individual results, personalized recommendations, and wellness guidelines. Education, activities, and/or classes may be scheduled,

and follow-up reviews may be arranged with employees to ensure success in achieving identified wellness objectives.

- B. Starting in the second year of the program LEMU personnel, except those specifically excluded by the Department, may participate in semiannual physical fitness testing consistent with the Cooper Institute's Fitness Training Program. Employees whose Wellness Profile reveals coronary risk factors, cardiovascular or heart disease, use of medications that may prevent them from performing the fitness test, or other limiting health/injury factors, will not be allowed to participate in the fitness testing until the Program Administrator is satisfied they are able to participate without placing the employee in jeopardy. These employees will be provided the opportunity to work with trained advisors and develop a personal wellness/fitness program to address these concerns.

Test: The test shall consist of the following three (3) elements:

1. Push-Up Test: Employee has one (1) minute to complete as many push-ups as possible.
2. Sit-Up Test: Employee has one (1) minute to complete as many sit-ups as possible.

In each of these three tests a "meets" standard will be given to employees who attain the 50<sup>th</sup> percentile, or above, of the Cooper Institute's physical fitness Dynamic Strength Norms.

3. 1½ Mile Run: Employee will run 1½ miles. A "meets" standard will be given to employees who attain the 50<sup>th</sup> percentile, or above, of the Cooper Institute's Cardio-Respiratory Fitness Norms.

Department members will be allowed one attempt during each semiannual testing cycle to "meet" the fitness standards. Each member will be allowed two (2) attempts to attain the 50<sup>th</sup> percentile. Members reaching the 50<sup>th</sup> percentile on the first attempt of an individual element will not have to repeat that element.

The parties recognize that some employees may initially fail to meet the fitness standards. Employees failing to meet standards may be scheduled for remedial fitness training under the direction of the Medical Director of Occupational Health (see Attachment A).

Incentive:

- Each employee who elects to participate in all components of the above fitness assessment, regardless of score or outcome, shall receive a bonus of \$300. Each employee deemed as "meets" standard in all three fitness elements above will receive an additional bonus of \$300 (for a maximum bonus amount of \$600 per year).

- An employee who does not receive a “meets” standard in the fitness assessment, who elects to participate in the remedial fitness training activities, will be compensated upon the completion of the remedial fitness training, based on the number of activities completed. (for a maximum remedial bonus amount of \$300 per year).

## SECTION 2 - PROGRAM SCOPE

The Sheriff Department Wellness & Fitness Program rewards regular exercise, good nutrition and other healthy lifestyle choices. These Activities are available, as an additional bonus, to all LEMU Members who have received a 'meets' on the Cooper Institute's Fitness Training Program. For those LEMU Members who did not receive a 'meets' on the Cooper Institute's Fitness Training Program, these Activities comprise the 'Remedial Fitness Training'.

### Explanation of Activities:

- **Health Risk Assessment (HRA):** A tool, available to LEMU Members and their spouses or Registered Domestic Partners, consisting of valid and reliable questions related to your individual lifestyle practices and health history factors that have the highest impact on individual health, and biometric measures to determine health status. Lifestyle questions focus on exercise, nutrition, diabetes risk, smoking, alcohol, stress, and well-being and personal/family medical history. Additionally, the HRA addresses a person's “readiness to change” that allows for development of tailored interventions to meet specific needs. Some questions relate to how improved health status can lead to increased work performance.
- **One-on-One Consultation:** A comprehensive physician counseling, available to LEMU members and their spouse or Registered Domestic Partners, including care, disease and case management and one-on-one lifestyle consultation.
- **Biometric Screening:** Biometric screenings offer valuable insight into a LEMU member's health risks by providing a number of biometric measures, such as weight, height, blood cholesterol levels including HDL, LDL, triglycerides and blood glucose.
- **Nutritional Counseling:** A comprehensive one-on-one session, available to LEMU Members and their spouses or Registered Domestic Partners, with a registered dietician to create a customized and personal nutrition assessment to assist the LEMU member and/or their spouse or Registered Domestic Partner with nutritional requirements regarding Cardiac Disease, Diabetes, Obesity, Cholesterol, Hypertension and Weight-loss.

## SECTION 3 - HIPAA REQUIREMENTS AND LIMITATIONS

HIPAA Wellness Program Rules permit Wellness programs to discriminate based on health status-related factors as long as certain requirements are met.

The five requirements are:

1. The total reward must not exceed 20% of the cost of employee-only coverage (or 20% of the total cost of coverage if dependents can participate in the program).
2. The program must be reasonably designed to promote health and prevent disease.
3. Individuals eligible for the program must be given the opportunity to qualify for the reward at least once per year.
4. The reward must be available to all similarly situated individuals. The program must allow a reasonable alternative standard (or waiver of initial standard) for obtaining the reward to any individual for whom it is unreasonably difficult due to a medical condition, or medically inadvisable, to satisfy the initial standard.
5. The plan must disclose in all materials describing the terms of the program the availability of a reasonable alternative standard (or the possibility of a waiver of the initial standard).

#### **ARTICLE XXII:** **MAINTENANCE OF MEMBERSHIP**

Employees in the Law Enforcement Management Unit shall remain members during the period covered by this MOU. Such employees may withdraw during the month of January of any year as described below.

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

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

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

#### **ARTICLE XXIII:** **LABOR/MANAGEMENT COMMITTEE**

Such committee shall initially meet no later than 30 days after the implementation date of this MOU and shall continue to meet thereafter at times and locations agreed-upon by the committee members.



**ARTICLE XXIV:**  
**PROVISIONS OF LAW**

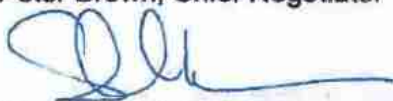
It is understood and agreed that this MOU is subject to all applicable Federal, State, and County laws and regulations. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of federal, State, or County laws, rules or regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.


SIGNATURE PAGE

Signed this 19<sup>th</sup> day of June, 2018, at Riverside, California

**COUNTY OF RIVERSIDE**


  
Peter Brown, Chief Negotiator

  
Sarah Franco, ER Division Manager


  
Tammi Turner, Principal HR Analyst


  
Kevin Vest, Assistant Sheriff

  
Vince Fabrizio, Chief Deputy DA


 For  
Jose Rodriguez, Asst. Chief DA Inv.

**LAW ENFORCEMENT MANAGEMENT  
UNIT**

  
Bob Jarvis, Chief Negotiator

  
Tim Brause, LEMU President

  
John Kaiser, LEMU Vice President

  
Marc Cloutier, LEMU  
Secretary/Treasurer