

# MEMORANDUM OF UNDERSTANDING

2006 - 2009

## COUNTY OF RIVERSIDE REGIONAL PARK & OPEN-SPACE DISTRICT

AND



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

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## DEFINITIONS

ADA shall mean the Americans with Disability Act of 1990.

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

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

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

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

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

Employees as used in this Memorandum of Understanding shall refer only to "regular" or "seasonal" employee(s), full-time or part-time, as referred to in Salary Ordinance No. 440 employed by the County or the District in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside (Res. No. 99-379).

FEHA shall mean the California Fair Employment and Housing Act.

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

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

IRS shall mean the United States Internal Revenue Service.

MOU shall mean the Memorandum of Understanding.

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

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

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

PERB shall mean the California Public Employment Relations Board.

PERS or CalPERS shall mean the California Public Employees' Retirement System.

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

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

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

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

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

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

Regular employee means a holder of a regular position.

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

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

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

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

Transfer shall mean a change of employment without intervening loss of working days from a position allocated to a given salary range to a position of a different class allocated to the

same range in the same department, or to a position of the same class, or a different class allocated to the same range, in a different department.

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

ARTICLE I  
TERM

Section 1. Term. This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County Parks District, (hereinafter referred to as District) and the Service Employees International Union, Local 1997, (hereinafter referred to as SEIU) as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This Memorandum of Understanding is in effect from January 1, 2006, to midnight, June 30, 2009. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the Parks District Board.

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

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

ARTICLE II  
RECOGNITION

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

- A. General
- B. Supervisory

The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to "regular" or "seasonal" employees as referred to in Salary Ordinance # 440 employed by the County Parks District in those classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside (Res. No. 99-379).

ARTICLE III  
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

Except as modified herein or as otherwise required by law, existing wages, hours and other terms and conditions of employment set forth in applicable County Ordinances and related resolutions and regulations shall continue in effect. The terms used in this

Memorandum shall have the same meaning as like terms used in applicable Ordinances and related resolutions and regulations.

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

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

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

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

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

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

E. The County retains, among other management rights, the exclusive right to determine the methods, means and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.

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

of the qualifications and competence of its officers and employees.

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

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

ARTICLE IV  
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

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

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

Section 2. Overtime

A. Definition. Overtime work is authorized work in excess of the maximum hours of the established FLSA work or work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or call duty status. It does not include regularly scheduled work on a paid holiday.

B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Board of Supervisors or by the District General Manager or a designated subordinate. There shall be no favoritism in the assignment of overtime work.

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

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

D. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The Auditor shall maintain the record of overtime credit at one and one-

half times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.

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

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

G. Overtime Provisions of the Fair Labor Standards Act. Employees in classifications that are not exempt from the Fair Labor Standards Act (herein referred to as FLSA) shall be compensated for overtime consistent with the Act. The Human Resources Director and County Counsel shall determine which classes of positions are exempt from the Fair labor Standards Act.

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

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

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

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

4. The Board of Supervisors may authorize payment on paid overtime basis at the rate of one and one-half times the hourly rate equivalent to the employee's then current compensation basis for those employees who are required to perform

emergency services during a County-declared emergency. "Emergency Services" shall be such services as the Board of Supervisors finds to constitute such, at the time it authorized the payment thereof.

Section 3. Premium Pay

A. Call Duty - General. Except as set out below, when placed by the District General Manager specifically on on-call duty, an employee otherwise off duty shall be paid one (1) hour pay for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. For all employees, notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

B. Minimum Overtime on Call-Back. Except as set out below, an employee called back to work to meet an emergency on an overtime basis, whether or not he/she is in an on-call duty status, shall receive minimum credit for one (1) hours' work.

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

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

Upon termination, persons employed in the classes shown in Appendix I shall be paid for such accumulated excess time which has not been taken in compensatory time off, not to exceed sixty (60) hours. However, employees that are members of the "Parks Supervisory Unit" who are in paid status at the time of their death who, prior to their death, have, pursuant to California Government Code Section 53245, designated a person to whom warrants shall be payable upon death, shall have paid to that person, the employee's total accumulated excess time which has not been taken in compensatory time off.

D. Shift Differential

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

Evening Shift - District employees working their regularly scheduled shift that ends after 6:00 p.m. and who perform work between the hours of 3:00 p.m. and 11:30 p.m., shall be paid a night differential of \$1.05 per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.

Night Shift - District employees working their regularly scheduled shift that ends after 11:00 p.m. and who perform work between the hours of 11:00 p.m. and 7:30 a.m. shall be paid a night differential of \$1.85 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

E. Bilingual Pay.

Scope:

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

Eligibility Factors:

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

Skill Levels:

Definitions of Skill Levels:

Level 1: Basic Oral Communication

Employees at this level perform bilingual translation

Level 2: Task Completion

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

Level 3: Written translation, and medical and legal interpretation

Employees at this level perform complex verbal and written translation.

Compensation

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

Level 1: \$40 per pay period (\$0.50 per hour)

Level 2: \$60 per pay period (\$0.75 per hour)

Level 3: \$80 per pay period (\$1.00 per hour)

Testing Administration

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

Level 1: Basic oral/reading test

Level 2: Written

Level 3: Complex Level Written

Level 1: Administered by Human Resources Testing Center

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

Plan Implementation

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

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

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

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

F. Class "A" or "B" License. The District shall designate at least three (3) employees who, as part of their assigned duties, may be required to drive equipment that requires the operator to possess and maintain a valid California Class "A" or "B" Driver's License. An employee hired prior to May 7, 1998, who maintains a current California Class "A" or "B" Driver's License and is designated to operate such equipment, shall receive a biweekly bonus, calculated at the rate of ten cents (\$.10) per hour for each hour worked, not to exceed eighty (80) hours per biweekly pay period.

G. Certification Differential (district designated)

The District agrees to pay the differentials set out below for time actually worked by designated employees required by District Management to obtain, maintain and utilize the following certifications/ licenses:

- Certified Pool Operator \$ .15/hour
- Municipal Pool Operator
  
- Pesticide License \$ .25/hour
- Certified Pest Control Applicator
- Certified Playground Inspector
- Grade I Waste Water Certificate
- Grade I Water Distribution Certificate
- Grade I Water Treatment Certificate
  
- Licensed Pest Control Advisor \$ .50/hour

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

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

1. On or about July 1, 2001, the District implemented People-Soft, a new payroll, accounting, budgeting system. Changes related to People-Soft include:

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

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

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

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

I. Electronic Pay Advice – The County is currently transitioning to an electronic pay advice system. Once the transition is complete the County shall no longer mail pay advices. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs. The Union and employees will be given at least three pay periods notice of final implementation of the electronic pay advice system.

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

## ARTICLE V PAY PRACTICES

### Section 1. Step Advance

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

B. For employees appointed prior to January 9, 1992, to classifications in the Parks District General & Supervisory Units:

The first anniversary date shall be the first day of the pay period following the completion of 1040 hours (approximately 6 months) in a paid status in the position as a

result of original appointment, or as the result of a promotion or reclassification which involved a salary increase. Re-employment at a rate other than that of the first step of a range shall not be considered an original appointment for purpose of fixing the anniversary date. In such cases the anniversary date shall be the first day of the pay period following 2080 hours (approximately one year) in a paid status, not including overtime, after such re-employment unless otherwise specified in the Resolution of the Board of Supervisors.

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

C. Employees appointed on or after January 9, 1992 to the classifications in the Parks District General & Supervisory Units:

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

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

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

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

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

E. Denial of Step Increase: The District General Manager may disallow a scheduled step increase provided a performance evaluation is first reviewed and approved by the Human Resource Director or a designee. If the increase is disallowed, the employee will be provided the reasons therefore in writing.

If the District General Manager disallows such increase, the department head shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after that in which the increase could have been allowed. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the District General Manager. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given unless there is an affirmative decision of the District General Manager to deny the increase.

F. Seasonal Employees: With the same procedures as in the foregoing Subsection, on the first day of the pay period following the completion of one year in a paid status, not including overtime, the salary of a seasonal employee shall be increased. On the first day of the pay period following the completion of an additional one year in a paid status, not including overtime, employee's salary may again be increased, and thereafter in

like intervals. The hours in a paid status need not be continuous, provided no interval of more than one year shall occur when the employee is in an unpaid status.

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

## Section 2. New Employees

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

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

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

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

2. In the event the salary granted to a newly hired employee in the specific classification in the specific District pursuant to Sub-Section (B)(1) above exceeds that for any present permanent, regular full-time or regular part-time employee in the specific classification in the specific District who is being compensated at the top of the salary range for that specific classification(s), such employee(s) shall be placed on the same salary range and step as that granted to the new employee.

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

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

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

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications in the specific classification in the specific District no longer exist, he shall advise the County Executive Officer of his findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such specific classification(s). At that time, the salary for any employee compensated at a rate above that to which he or she would otherwise have been entitled shall be frozen and shall not be increased until the regular salary for the specific classification exceeds the rate established pursuant to the provisions described above.

Section 3. Re-employment

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

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

C. Whenever a former regular employee is or has been re-employed within twenty-four

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

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

The Human Resources Director may allow the employment or re-employment for up to 120 working days or 960 hours in any calendar year, without loss of benefits, as specified in Section 21153 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

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

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

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

A. Directed Transfer. The transfer shall be discussed in advanced with the employee. An explanation of the reasons for the transfer will be given

Section 6. Demotion

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

B. Permanent employees who, within 2080 hours following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held

classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved department head(s) and an opening must exist. The anniversary date shall not change.

Section 7. Reclassification

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

B. The salary of an incumbent of a position reclassified to a class on a higher salary range shall be at the rate which is 2 steps higher, or immediately greater than 2 steps higher, than that paid on the range of the former position, where the new range is able to accommodate the increase.

The anniversary date shall be determined in accordance with this Article, except that the first anniversary date shall be the first day of the pay period following the completion of 1040 hours (approximately 6 months) in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following each additional 2080 hours (approximately 1 year) in a paid status.

C. The salary of an incumbent of a position reclassified to a class on a lower salary range shall not change unless such salary would exceed the maximum of the new range, in which event it shall be reduced to the maximum. The anniversary date shall not change.

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

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

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 District General Manager or designee in writing.

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

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

Section 11. Board Policy C-26: SEIU agrees that the County may apply Board Policy C-26, Hiring/Retention Bonus, to any classification as deemed necessary by the County.

ARTICLE VI

## GENERAL PERSONNEL PROVISIONS

### Section 1. Probation

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

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

B. Length of Initial Probation. The length of the initial probationary period is twelve (12) months for all positions. Computation of the initial probationary period in a paid status does not include overtime, standby, on-call, or military leave of absence.

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

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

D. Initial Probationary Period Affected by Change in Class. An employee who has not completed an initial probationary period, and promotes, demotes, or transfers to another class, will serve a new 1040 hour initial probationary period following such promotion, demotion, or transfer. If the class to which the employee promotes, demotes, or transfers requires 2080 hours initial probation, the employee will serve a new 2080 hour initial probationary period.

E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first twelve (12) months of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the District General Manager's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

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

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

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

Public Employee's Retirement System (PERS) Contributions. Except as provided under Article XXVII (3.), District miscellaneous and safety employees in the SEIU Units hired after January 9, 1992, shall pay the employees' contribution to PERS for the first five (5) years (10,400 hours) of continuous service. Commencing the sixth year of continuous service, the County shall pay the employees share of the contribution. Continuous service shall mean the continuing service of a regular employee in a continuing payroll status, without interruption, except for authorized leave of absence.

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

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

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

Section 3. Non-Smoking Policy Pursuant to Board of Supervisors Policy # A-23, smoking in District facilities is prohibited except in specifically designated areas. The District General Manager or a designee shall identify smoking areas.

In shared buildings or floors, the District General Manager or designee(s) will jointly identify common smoking areas. This policy shall apply to District employees and the general public.

The District may designate up to 100% of its unassigned and assigned vehicle fleet as no-smoking areas.

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

It is the responsibility of the District General Manager and District supervisors to enforce the non-smoking policy of the District.

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

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

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's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

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

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

## ARTICLE VII LEAVE PROVISIONS

### Section 1. Sick Leave

#### A. Accrual

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

1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee.
2. A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.
3. Sick leave shall accrue at all times when the employee is in a paid status.
4. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.

5. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the District General Manager 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 District General Manager'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 District. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

B. Proof of Illness

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

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

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

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

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

D. Reason for Usage. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family, for this purpose, is

defined to mean the employee's spouse, child, parent, brother, or sister (including step-relatives of the same categories), domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), and child of a domestic partner. Family shall also include grandparents and/or grandchildren if the employee is the primary care giver for such.

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

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

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

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

Under extenuating circumstances, and with the prior approval of the department, employees shall be permitted to take up to five additional working days of leave, provided the employee has sufficient vacation time, compensatory time off, or compensatory holiday time off to cover the absence.

Section 3. Fitness for Duty. A department head, or a designee, may when in their judgment good cause exists, order an employee off work until such time as the employee is able to present the department head, or a designee, a physician's certificate, stating that the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.

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

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

Section 4. District Leave of Absence/Official Leave of Absence. A District leave of absence or an Official leave of absence without pay may be granted for the following reasons:

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

A. District leave of absence. District leave of absence up to 160 hours in any one calendar year period may be granted to any employee by the District General Manager. Such leave shall be reported as leave of absence via the District's payroll. The District General Manager 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 District General Manager.

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

B. Official leave of absence. A regular employee may request an Official leave of absence exceeding 160 hours, but not exceeding one year (2080 hours). Official leave of absence may be granted upon written request by or on behalf of the employee, specifying the period and the reason, upon the written recommendation of the District General Manager 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 District General Manager, 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 District General Manager may require two weeks advance notice of the employee's intention to return.

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

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

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

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

Section 6. Jury Duty.

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

B. Any employee who is summoned for attendance to any court for jury duty who is assigned to work a shift other than a day shift shall, for the term of such jury duty, be reassigned to work a day shift. In the event the employee is released from jury duty, he/she shall return to work. Upon the completion of jury duty, the employee shall be reassigned to the shift that he/she would otherwise work provided, however, that the

employee shall not be required to work back-to-back shifts as a result of returning to his/her regularly assigned shift.

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

Section 8. Abandonment/Automatic Resignation.

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

B. An employee may, within 10 calendar days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, the employee may file a further appeal with the Human Resources Director, or designee, within ten (10) working days from service of the denial of reinstatement. Reinstatement may be granted only if the employee makes a satisfactory explanation for the absence and/or the failure to obtain an approved leave of absence, and the neutral finds the employee is ready, able, and willing to resume the discharge of the duties of the position.

1. Appeals shall be heard by a mutually agreed upon third party neutral (herein referred to as neutral). The neutral's decision may be verbal or in writing. The decision of the neutral shall be binding on both parties, neither of which shall have the right of further appeal.

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

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

4. The judgment of the neutral shall be rendered within five (5) working days of

submission of the controversy to him/her. Provided, however, the parties may mutually agree to extend the time in which the judgement may be rendered.

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

6. All costs for the service of the neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the District and SEIU. A SEIU member who elects not to be represented by SEIU at the hearing shall provide to the Human Resources Director, or designee, an advance deposit of \$250 per half day of hearing, prior to the hearing being scheduled.

## ARTICLE VIII VACATION

### Section 1.

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

Zero through 3 years (0 through 6,240 hours) in a payroll status, 80 hours (10 days);

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

years 10 or more (18,728 hours or more) 160 hours (20 days).

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

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

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

B. Regular employees who have been employed in a position other than a position with the District, which has prepared such employee for an assignment to a position in the management unit may, with prior approval by the Chief Executive Officer and the Human Resources Director at time of hire, receive credit for such previous experience in

determining their vacation accrual rate, including an immediate credit of vacation time, and/or the period of time before vacation may be taken.

C. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this Memorandum. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.

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

E. No person shall be permitted to work for compensation for the District during vacation, except with prior approval of the Board of Supervisors and the District General Manager.

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

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

## ARTICLE IX HOLIDAYS

### Section 1. Paid Holidays

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

B. District 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 such date falls on a  
Sunday.

C. Qualifying Factors

1. Only regular, probationary, and seasonal employees in a current paid status shall be eligible for paid holidays.
2. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
3. An employee who is terminating employment for reasons other than paid County retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
4. An employee who is on a leave of absence without pay for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

D. Payment for the Holiday

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

If the regular part-time employee does not have a regular shift schedule, he/she shall be receive holiday pay in an amount equivalent to the reduction in his/her regular pay for the workweek – not to exceed eight (8) hours pay - (e.g. a part-time employee with an irregular schedule who normally works 20 hours per week but who, as a result of the holiday, only works 16 hours that week shall receive 4 hours holiday pay for that week). If the regular hours of work for such employee are not reduced during the holiday week then no holiday pay is due.

4. Scheduling Holiday Compensatory Time Off                      Holiday Compensatory Time Off shall be scheduled in the same manner as regular Compensatory Time Off and shall be granted within a reasonable time following the request.

## ARTICLE X REIMBURSEMENT PROGRAMS

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

A.    Rates for maintenance, including living quarters, meals, or laundry service, furnished by the District 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.

B.    Subject to prior approval from the District General Manager, or designee, an employee who travels 100 miles or more from his/her work location on District business, shall be eligible to be reimbursed for the cost of overnight accommodations up to the maximums provided by Board Policy D-1.

Section 2.    Meals. No charge for meals shall be made where the same are furnished for the convenience of the District, such as for employees at District 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 District shall be furnished one meal without charge in every department or institution of the District where kitchen facilities are maintained and meals regularly prepared. No person shall receive maintenance at any institution unless on duty at such institution.

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

Section 4.    Moving Expenses-Current Employees. Upon the written request of the District General Manager, with the written approval of the Chief Executive Officer, the Board of Supervisors may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the District to another, when the headquarters of the employee is permanently changed for the convenience of the District. Such authority shall be obtained in advance of the change, shall be subject to such reasonable conditions as the Board may require, shall specify the maximum amount authorized and shall not be granted more than

once in any one year period for any one employee, nor for any employee until he/she has been continuously employed by the District for at least one year preceding the authorization. If the employee voluntarily terminates employment with the District 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 District, reimburse the District the full amount of any payment received by the employee for the expenses set forth herein.

Section 5. Reimbursement for Employee Training. The District agrees to abide by County Policy C-7 regarding reimbursement for training.

#### ARTICLE XI DISCIPLINE, DISMISSAL, AND REVIEW

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

Section 2. Any of the following acts of an employee who has permanent status shall be just cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons:

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

- P Violation of the County Anti-Violence in the Workplace Policy.
- Q Violation of the County's Harassment Policy (C-25).

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

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

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

ARTICLE XII  
DISCIPLINARY APPEAL PROCEDURE  
FOR THE PARKS DISTRICT GENERAL & SUPERVISORY UNITS

Section 1. General. The Disciplinary Appeal Procedure between the County and SEIU shall be applicable to the Parks District.

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

A. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension or written reprimand in lieu of suspension (FLSA exempt employees only which shall for all purposes have the effect of the equivalent suspension), of a permanent employee.

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

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

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

Section 2. Involuntary Leave of Absence. Pending investigation by the District General Manager of an accusation or accusations against an employee alleging employee misconduct, covered under Article XI of this Memorandum, the District General Manager, with approval by the Human Resources Director, may place the employee on a leave of

absence for a period of time not to exceed fifteen (15) working days with pay.

If the investigation is not completed within the fifteen (15) days referenced above, the leave of absence may be extended to a combined maximum of ninety (90) calendar days with approval by the Human Resources Director. In such cases, and except for good cause as determined by the Human Resources Director, the District General Manager will notify the employee in writing as to what specific allegations are being investigated. The Union will also be notified as to the extension only. Additional leave may be granted subject to the approval of the Human Resources Director. In the event the Human Resources Director does not approve the request for additional leave, the employee shall be returned to duty pending the completion of the investigation and the imposition of any disciplinary action provided, however, the District General Manager may alter the employee's duties or assignment until the investigation is completed when he/she determines it is in the County's best interest. Except for investigations of employment related issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

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

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

### Section 3. Notice of Disciplinary Action

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

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

B. Written notice of intent to take a disciplinary action against a permanent employee involving a suspension or equivalent salary reduction in excess of five days, or a discharge, shall be served on the affected employee at least seven (7) working days prior to the effective date of the action and shall include:

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

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

Section 4. Amended Notice of Disciplinary Action

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

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

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

Section 6. Waiver. If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived. Further, after an appeal is filed if the employee, or his/her representative, fails to take the next step to advance the appeal at any point in the process for ninety (90) days the appeal is deemed to have been withdrawn and the right to review is waived.

Section 7. Hearing Procedure - Minor Discipline.

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

1. Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a neutral) as agreed to by the parties. The neutral's decision may be verbal or in writing. The decision of the neutral shall be binding on both parties, neither of which shall have the right of further appeal.