

SEIU Local 721
County of Riverside

Per Diem Unit

Memorandum of Understanding

**August 15, 2015,
through
November 30, 2019**

LOCAL 721



SEIU

MEMORANDUM OF UNDERSTANDING

2015 – 2019

COUNTY OF RIVERSIDE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

PER DIEM UNIT

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APPENDIX A - Per Diem Compensation Schedule

ARTICLE 1
TERM

Section 1. Term

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Service Employees International Union, Local 721, (hereinafter referred to as SEIU) as the Exclusive Employee Organization for employees in the representation unit described under Article 2, Recognition. This MOU shall become effective upon the date of its adoption by the County's Board of Supervisors August 18, 2015, to midnight, November 30, 2019. Notwithstanding the foregoing, the following terms will be effective the first day of the pay period following Board approval: Article 6 Section 3(A) – 3(E),3(G)(2) – 3(G)(6), Article 11 Section 1.

Section 2. Successor Agreement

In the event either party desires to negotiate a successor Memorandum of Understanding, SEIU shall serve on the County, during the window period between July 1, 2019 and August 31, 2019, its full and written request to commence negotiations for such successor MOU. The parties shall commence negotiations to secure a successor MOU no later than September 30, 2019, unless another date is mutually agreed upon.

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

ARTICLE 2
RECOGNITION

This MOU shall apply only to persons employed in the following classifications within the Per Diem bargaining unit and any future represented Per Diem classifications that may be added, deleted or modified via side letter. The following classifications are currently in the Per Diem Unit:

- A. Per Diem classifications equivalent to classifications in the regular SEIU Para-Professional Unit
- B. Per Diem classifications equivalent to classifications in the regular SEIU Professional Unit
- C. Per Diem classifications equivalent to classifications in the regular SEIU

Registered Nurses Unit

D. Per Diem Psychiatrist I, II and III

ARTICLE 3
EMPLOYMENT STATUS

Section 1. At-Will Status

Employees shall serve at the pleasure of the department head and shall not be entitled to any review procedure upon dismissal. Upon dismissal, an employee shall be entitled to a Name Clearing Hearing as specified in Section 2 of this Article.

Section 2. Name Clearing Hearing

When the County decides to dismiss an employee, the County shall notify the employee of its decision in writing. Within ten (10) working days of receipt of said notice, the employee may request a Name Clearing Hearing with the Human Resources Director or designee. The employee will be allowed to be accompanied by a Union Representative at the hearing. The employee shall not be entitled to the calling or cross examination of witnesses during the hearing. It is agreed and understood there shall be no expectation of the County to revise its decision to dismiss an employee.

An employee shall not be entitled to a Name Clearing Hearing in the event of a reassignment.

ARTICLE 4
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

- B. It is the intent of the parties that this MOU be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where 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-Milias-Brown Act, and where SEIU requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

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

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

- C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the MOU.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

ARTICLE 5 MANAGEMENT RIGHTS

The following rights and functions are vested exclusively in the County:

- A. To determine the mission of each of its departments, institutions, boards and commissions, pursuant to law.

- B. To set standards of service to be offered to the public.
- C. To exercise control and discretion over its own organization, operations and technologies of performing its work.
- D. To direct and discharge its employees in accordance with law, ordinances and regulations.
- E. To relieve its employees from duty because of lack of work or for other legitimate reasons. Unit employees may be relieved from active duty without pay at any time it is determined that the patient census is such that their services are not immediately necessary.
- F. To determine the methods, means and personnel by which its operations are to be conducted, including the performance thereof by contract, and to determine workloads and staffing patterns.
- G. To prescribe the qualifications for employment and determine whether they are met.
- H. To establish and enforce safety measures to protect employee and/or the public.
- I. To take all other action except as clearly and expressly otherwise provided for by or pursuant to the Employee Relations Resolution.

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 6
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

- A. Pay Period. The pay period shall be fourteen (14) calendar days which shall include two (2) FLSA workweeks.
- B. Work Schedule. Employees covered under this MOU shall report their availability to be scheduled to work, at a minimum, four (4) weekend shifts and two (2) weekday shifts per month. Nevertheless, employees may be required to work during such hours as necessary to carry out the duties of their positions, as designated by the department head or designee, and

such hours may be varied so long as the work requirements and efficient operations of the County are assured. For the purposes of this provision, a weekend shift is defined as a single shift occurring on or after 3:00 p.m. Friday and ending on or before 7:00 a.m. Monday.

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

- C. Posting of Work Schedule. The County shall post work schedules at least two (2) weeks in advance. Once posted, the schedule shall not be changed without prior mutual agreement of the unit supervisor and employee. Insofar as practicable, the County shall update posted work schedules as changes occur.

Section 2. Overtime

- A. Overtime. Overtime shall be paid for FLSA non-exempt employees at one and one-half (1½) times their base rate of pay for all hours approved and actually worked over forty (40) hours in a FLSA workweek.
- B. Authorization for Overtime Work. No employee shall work overtime unless authorized by the department head or designee.
- C. Departmental Records. Each department head or designee 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 workweek.

The initial record, any secondary records, such as a summary of the workweek 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 accordance with the County's applicable records retention schedule.

- D. Reporting and Calculation. Actual hours of overtime work shall be reported on each attendance report. The County Auditor Controller shall maintain the record of overtime at one and one-half (1½) times such actual hours.

Section 3. Premium Pay

All premium pay provided under this Section shall be compensated only for time actually worked in the assigned premium capacity. Premium pay shall not be included in the base rate of pay for the purpose of calculating overtime compensation.

- A. On-Call Duty — General. On-call duty is a time during which an employee is required to be available for immediate reporting to work. An employee is not considered to be in on-call status unless the department head or designee has previously scheduled the employee for on-call duty. The County retains the right to determine the need for, and the assignment of, on-call duty.

When placed by the department head or designee specifically on on-call duty, an employee shall be paid at the rate of three dollars (\$3.00) for each full hour actually on-call, not to exceed twelve (12) hours for each on-call assignment. On-call compensation shall cease when the employee reports to work.

On-call duty for Psychiatrists I/II/III are excluded from this provision and shall be paid as specified under Section 3C of this Article.

- B. Call-Back Pay. An employee called back to work, whether or not he/she is in an on-call duty status, shall receive minimum credit for one (1) hour's work at the regular base rate of pay. If an employee should complete the work required, and subsequently be recalled during the minimum credit period, no additional compensation shall be paid for until the minimum time has been worked by the employee. Call-back pay does not include time commuting to and from work.

If the employee may perform call-back work remotely, without the employee being required to physically report to a County site, then the employee will be paid in quarter-hour increments for all time worked while remotely responding to the call. For example, if the employee remotely completes the performance of work in twenty-five (25) minutes, the employee will be paid thirty (30) minutes for the remote call-back.

Notwithstanding any other provision, time actually worked on call-back shall be counted toward the calculation of overtime requirement.

- C. Psychiatrist I/II/III On-Call Duty. When placed by the department head or designee on on-call duty, an employee working in the classifications of Psychiatrist I, II and III – Per Diem shall be paid an equivalent to one-eighth (1/8) of the employee's hourly rate of pay for each hour of on-call

duty, not to exceed twelve (12) hours for each on-call assignment. On-call compensation shall cease when the employee reports to work.

D. Psychiatrist Call-In. Employees in the Per Diem classes of Psychiatrist I, II and III who are called in to work to conduct within one hour, as required by regulations, a psychiatric assessment of the need for seclusion and restraint shall be paid a flat rate of two-hundred, fifty dollars (\$250.00) per assessment call-in, regardless of the number of patients assessed.

E. Shift Differentials

1. Applicability of Shift Differentials. Shift differentials do not apply to sick leave or on-call duty. The hourly rate for each shift differential is payable in tenths of an hour. Employees who work between the hours of 7:00 A.M. to 6:00 P.M. shall not be entitled to a shift differential, unless otherwise provided herein.

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

Physician I, II, III and IV – Per Diem Psychiatrist I, II and III – Per Diem

2. Evening Shift — General. Employees whose classes are not specifically mentioned below and who perform work between the hours of 6:00 P.M. and 11:00 P.M. shall be paid an evening differential of sixty cents (\$0.60) per hour for the time actually worked between 6:00 P.M. and 11:00 P.M.

Exceptions:

Rate:

| | |
|---|--|
| <p>(a) Employees in the Per Diem classifications of:</p> <ul style="list-style-type: none"> • Clinical Lab Scientist • Electroencephalographic Technician • Electroencephalographic Technician Registered • Occupational Therapist I and II • Physical Therapist I and II • Radiologic Specialist • Radiologic Technologist • Respiratory Care Practitioner I and II Registered ♦ • Respiratory Technician ♦ | <p>\$1.00 per hour</p> <p>♦ For employees in these classifications the evening premium starts at 5:00 P.M.</p> |
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|---|---|
| <p>(b) Employees in the Per Diem classifications set out below working for the RUHS - MC (Riverside University Health System - Medical Center):</p> <ul style="list-style-type: none"> • Licensed Vocational Nurse I, II and III * • Licensed Psychiatric Technician • Surgical Technician | <p>\$1.10 per hour * Evening premium starts at 5:00 P.M. for LVN's working in outpatient clinics.</p> |
| <p>(c) Employees in the classification set out below working for the RUHS - MC or Detention Health</p> <ul style="list-style-type: none"> • Physician Assistant | <p>\$1.60 per hour</p> |
| <p>(d) Employees in the Per Diem classifications set out below working at the RUHS - MC outpatient clinic:</p> <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V | <p>\$1.60 per hour NOTE: Evening premium starts at 5:00 P.M. for employees in these classifications working at the RUHS - MC outpatient clinic.</p> |
| <p>(e) Employees in the Per Diem classifications of:</p> <ul style="list-style-type: none"> • Pharmacist | <p>\$1.70 per hour</p> |
| <p>(f) Employees in the Per Diem classifications set out below working for the RUHS - MC (non-outpatient clinics) or Detention Health:</p> <ul style="list-style-type: none"> • Nurse Practitioner I, II and III • Registered Nurse I, II, III, IV and V | <p>\$2.00 per hour</p> |
| <p>(g) Employees in the Per Diem classifications set out below working at the RUHS - Mental Health:</p> <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V | <p>\$4.00 per hour</p> |

3. Night Shift — General. Employees whose classes are not specifically mentioned below and who perform work between the hours of 11:00 P.M. and 7:00 A.M. shall be paid a night differential of one dollar twenty cents (\$1.20) per hour for the time actually worked between 11:00 P.M. and 7:00 A.M.

Exceptions:

| | |
|---|------------------------|
| <p>(a) Employees in the Per Diem classifications set out below:</p> <ul style="list-style-type: none"> • Licensed Vocational Nurse I, II and III • Licensed Psychiatric Technician • Surgical Technician • Respiratory Care Practitioner I and II Registered • Respiratory Technician • Radiologic Specialist • Radiologic Technologist • Electroencephalographic Technician • Electroencephalographic Technician Registered • Clinical Lab Scientist | <p>\$1.55 per hour</p> |
| <p>(b) Employees in the Per Diem classifications set out below working for the RUHS - MC or Detention Health:</p> <ul style="list-style-type: none"> • Nurse Practitioner I, II and III • Physician Assistant | <p>\$2.45 per hour</p> |
| <p>(c) Employees in the Per Diem classifications set out below working at the RUHS - MC outpatient clinic:</p> <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V | <p>\$2.45 per hour</p> |
| <p>(d) Employees in the Per Diem classification set out below:</p> <ul style="list-style-type: none"> • Pharmacist | <p>\$2.75 per hour</p> |
| <p>(e) Employees in the Per Diem classifications set out below working at the RUHS - MC (non-outpatient clinics), Detention Health, or the RUHS – Mental Health:</p> <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V | <p>\$5.00 per hour</p> |

F. Registered Nurse License to Practice.

1. All positions requiring a Registered Nurse’s license are required to hold a current valid license in the State of California.
2. It is a professional expectation that licenses are renewed prior to expiration. It is the employee’s responsibility to maintain a current valid license. License expiration dates will be maintained by the department, and employees will not be allowed to work past the expiration date of the license without proof of renewal via primary source verification.
3. Primary Source Verification. It is acceptable to verify current licensure with the primary source via a secure electronic

communication. This verification must be documented prior to the expiration date of the license.

4. If the employee is unable to meet the license requirements of this Section, the employee shall be terminated from employment.

G. Special Assignments. All employees assigned to a specialty or critical care area as a primary unit must meet the unit certification requirements, unless otherwise indicated.

1. Specialty Requirements. To be eligible for a specialty differential an employee
 - (a) Must work in specialty areas as follows: ICU, PACU, Peds ICU, Emergency Room, Operating Room, Trauma Services, PICC Team, Neonatal Intensive Care Nursery, Labor and Delivery, Transitional Care - Unit 2500, Chemotherapy, Conscious Sedation Nurses, SART and Psychiatry; and
 - (b) Must have completed the course(s) required to qualify for critical care differential. Course requirements for each unit are indicated below.

| UNIT* | SPECIALTY REQUIREMENTS |
|-------------------------------|--|
| Emergency | CCC, ACLS, Triage Certification, Management of Assaultive Behavior (MAB), PALS/ENPC, and MICN* (MICN is to be obtained within the first two (2) years of hire or three (3) years if a new graduate — during this time employee is eligible for critical care premium but not MICN premium) |
| ICU | CCC, ACLS, Hemodynamic Monitoring |
| OR | Operative Room Certification or CNOR (either every five (5) years) |
| PACU | CCC, ACLS |
| L&D | ACLS, NRP, Fetal Monitoring |
| NICU | High Risk Neonate Parts 1 & 2, NRP |
| Trauma Services | ATCN, TNCC, ACLS and PALS |
| PICU | CCC, for Peds, Basic Pediatric Course, PALS and Hemodynamic Monitoring |
| Transitional Care - Unit 2500 | CCC and ACLS LVNs require: CCC and IV Certification |

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|---------------------------|--|
| Chemotherapy | Chemotherapy Course (RUHS) |
| Psychiatry | Management of Assaultive Behavior (MAB), Specialized LPS Legal in-service training by in-house staff/County Counsel/Public Defender, Fifty-one Fifty (5150) Designation Training, Six (6) months of Psychiatric Nursing experience |
| Conscious Sedation Nurses | BLS, ACLS, PALS, Completion of RUHS Conscious Sedation Course |
| SART | ACLS, PALS, MAB, Sexual Assault Forensic Examiner Training (35 hours or greater), Completion of in-house forty (40) hour Forensic Nurse Examiner preceptor program. Must be able to work as independent examiner. |
| PICC Team | BLS, ACLS, PALS, PICC Line Insertion Competency |

* Unit Key:

| | |
|------|-----------------------------------|
| CCC | Critical Care Course |
| ACLS | Advanced Coronary Life Support |
| APLS | Advanced Pediatric Life Support |
| NRP | Neonatal Resuscitation Program |
| PALS | Pediatric Advanced Life Support |
| ENPC | Emergency Nurse Pediatrics Course |
| MICN | Mobile Intensive Care Nursing |
| CNOR | Certified Nurse Operating Room |
| ATCN | Advanced Trauma Care Nursing |
| TNCC | Trauma Nurse Core Curriculum |
| MAB | Management of Assaultive Behavior |

2. Specialty Rates. Any employee meeting the critical care requirements and working in the designated units shall receive the indicated specialty care, or critical care, differential only for time actually worked in the designated care area.

Specialty rates shall not be included in the regular base rate of pay for the purpose of calculating overtime compensation.

If an employee in the classifications below is unable to meet the requirements of Article 6, Section 3(F) and/or 3(G), as a condition of employment of the employee's classification, the employee shall be terminated from employment.

| Unit | Per Diem Classifications | Specialty Rate |
|--|---|-----------------|
| <u>RUHS - MC:</u> <ul style="list-style-type: none"> • Mobile Intensive Care area (If employee has a Mobile Intensive Care Nurse (MICN) certificate.) | <ul style="list-style-type: none"> • Nurse Practitioner I, II and III • Registered Nurse I, II, III, IV and V | \$1.00 per hour |
| <u>RUHS - MC:</u> <ul style="list-style-type: none"> • Intensive Care Unit* • Emergency Room • Neonatal Intensive Care Unit • Labor and Delivery • Operating Room • Pediatric Intensive Care Unit* • Recovery Room • Transitional Care – Unit 2500 | <ul style="list-style-type: none"> • Nurse Practitioner I, II, III • Licensed Vocational Nurse I, II and III <p>(* LVN does not receive premium in this unit)</p> | \$1.10 per hour |
| <ul style="list-style-type: none"> • Emergency Room/ Trauma Services • Intensive Care Unit • Labor and Delivery • Neonatal Intensive Care Unit • Operating Room • PACU • Transitional Care – Unit 2500 • Pediatrics • Pediatric Intensive Care Unit • Psychiatry | <ul style="list-style-type: none"> • Respiratory Care Practitioner I and II Registered <p>NOTE: This specialty rate will be paid for active assignments to these identified eligible units, and/or for time spent supervising, and/or providing qualifying critical care services (i.e. Code Blue Response, Rapid Response Team, Emergency Room Back-Up, performing hyperbaric oxygen (HBO) therapy and/or conducting diagnostic services on a critical care patient), and/or for time assigned to any other eligible unit(s) and/or providing any other critical care service(s) as determined by Management or Administration.</p> | \$2.00 per hour |

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|---|---|-----------------|
| <ul style="list-style-type: none"> • Intensive Care Unit (ICU)– Includes Wound Care Nurses • Emergency Dept./Trauma Services • Neonatal Intensive Care Unit (NICU) • Labor and Delivery • Pediatric Intensive Care Unit (PICU) • Post Anesthesia Recovery Unit (PACU) • SART | <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V | \$5.00 per hour |
| <ul style="list-style-type: none"> • Conscious Sedation Nurses • Operating Room • Chemotherapy • Transitional Care – Unit 2500 | <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V | \$3.75 per hour |
| <ul style="list-style-type: none"> • Pediatrics • PICC Team (Vascular Access Nurses) • Psychiatry • RUHS Detention Care Unit (DCU) | <ul style="list-style-type: none"> • Registered Nurse I, II, III, IV and V | \$2.50 per hour |

3. Forensic Mental Health Differential. Employees in the following classifications who are regularly assigned to a juvenile or adult detention facility shall receive an adult or juvenile detention differential of four dollars (\$4.00) per hour for time actually worked in a juvenile or adult detention facility:

Senior Clinical Psychologist – Per Diem
Clinical Psychologist – Per Diem
Clinical Therapist I and II – Per Diem

4. Psychiatrist Special Medical Care Assignment. Employees in the Per Diem classes of Psychiatrist I, II and III shall be entitled to a salary differential of two dollars, and forty cents (\$2.40) per hour above their base rate of pay for time actually worked when assigned to the Emergency Treatment Services Facility, Inpatient Treatment Facility or Detention Health Facility.

Employees in the Per Diem classes of Psychiatrist I, II and III shall be entitled to a maximum premium of five hundred dollars (\$500)

for each evening shift in the Emergency Treatment Services Facility on a pro-rata basis for each hour worked. Notwithstanding any other provision, an evening shift for the purpose of this premium pay shall apply for work actually performed between the hours of 8:00 p.m. and 8:00 a.m. on an assigned shift.

5. Training/Preceptor. A Per Diem employee in the designated classifications who is assigned to perform as a preceptor shall receive additional compensation as provided in the table below. Preceptor pay shall not be included in the regular base rate of pay for the purpose of calculating overtime compensation.

The additional compensation shall only apply for time actually worked in the preceptor assignment in which the designated Per Diem employee precepts newly hired or transferred regular, Per Diem, or part-time staff. A designated Per Diem employee shall be paid preceptor pay for the period of time determined by the department head, or designee, for precepting duties as part of a formalized preceptor program.

When the determined period of time is completed, the designated Per Diem employee may act as a mentor; however, such mentorship shall not qualify for Preceptor Pay. Per Diem employees will not be eligible for preceptor pay to work with or orient non-County staff, students, or registry personnel. Notwithstanding any other provision, any Respiratory Care Practitioner II Registered, when assigned to precept students, shall be paid preceptor pay for time actually worked in the preceptor assignment.

| | |
|--|-----------------|
| (a) working for an RUHS campus: • Registered Nurse I, II, III, IV, V* | \$5.00 per hour |
| (b) working at RUHS Operating Room: • Licensed Vocational Nurse I and II† • Surgical Technician | \$1.00 per hour |
| (c) working at RUHS - MC: • Radiologic Specialist I and II • Respiratory Care Practitioner II Registered | \$1.00 per hour |

* To qualify for preceptor pay, the Registered Nurse must complete a training program as required after the selection process.

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

6. Psychiatrist — Mental Health Medical Program. In accordance with Section 621 and 522 of Title 9, California Administrative Code, when the Program Chief, Mental Health Service position is vacant, or if occupied by a non-medical incumbent, the Mental Health Director may assign medical program responsibility for all those acts of diagnosis, treatment, or prescribing or ordering of drugs which may only be performed by a licensed physician to the incumbent of a Psychiatrist position who shall then be compensated at an hourly rate which is ten dollars (\$10.00) higher than specified for such a Psychiatrist position for time actually worked in the assigned capacity.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. Discussion of Request or Complaint

It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any employee who believes that they have a justifiable request or complaint shall discuss the request or complaint with their unit supervisor in an attempt to settle the matter.

Section 2. Grievance Definition

Except as outlined below, a "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by the Union on behalf of a specifically named employee or group of employees arising out of a dispute by an employee or group of employees concerning the application or interpretation of the specific terms and conditions set forth in this MOU, Ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- A. Matters arising under any of the following:
 1. All Board of Supervisors Policies;
 2. County Violence, Threats, and Securities Policy;
 3. Employment and selection decisions;
 4. Dismissal under the Agency Shop provision of this MOU;
 5. Appeals to the Accident Review Committee;

6. Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;
 7. Complaints within the jurisdiction of state and federal fair employment agencies;
- B. Requests or complaints, the resolution of which is beyond the delegated authority of the Human Resources Director and which by law requires legislative action (i.e. approval) by the Board of Supervisors.
- C. Requests or complaints involving the dismissal of a Per Diem employee.

Section 3. Freedom from Reprisal

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

Section 4. Employee Representation/Union Rights

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, provided an employee that is a member of a representation unit wherein an employee organization has been awarded exclusive recognition pursuant to the Employee Relations Resolution may be represented only by the exclusive employee organization representing the Per Diem bargaining unit. Reasonable access to work areas by representatives of qualified employee organizations shall be in accordance with Section 19 of the Employee Relations Resolution. The grievant and one (1) representative are entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need to recognize more than one (1) representative for the grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one (1) representative in order to fully and adequately present the matter.

Section 5. Grievance Petition Form

All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of the MOU violated as provided under Article 7, Section 2.

Section 6. Presentation

All grievance petitions shall be filed within fifteen (15) working days after the discussion with the unit supervisor. In no case shall the grievance be filed more

than thirty (30) working days after occurrence of the circumstances giving rise to the grievance otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. A grievance petition filed by the union on behalf of an individual current employee that involves an issue of financial reimbursement may, upon the employee's notice to the union, and subject to all applicable time limits, continue through the grievance process after the employee leaves employment with the County.

Section 7. Consolidation

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

Section 8. Resolution

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

Section 9. Withdrawal

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

Section 10. Time Limits

Grievance petitions shall be processed from one (1) step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

Section 11. Resubmission

Upon consent of the person hearing the grievance petition and the union, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

Should either party to this agreement determine that it is necessary to amend its argument at Step 1 or Step 2 of the grievance procedure, the grievance petition shall be remanded back for consideration at the previous step of the procedure. In the event such action occurs, the timelines set forth under Sections 13 (B) and (C) shall apply.

Section 12. Extension of Time

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

Section 13. Steps

The following procedure shall be followed by an employee and union submitting a grievance petition:

- A. Discussion with Unit Supervisor. Prior to filing a written grievance petition, the employee shall, within ten (10) working days from the date of the event leading to the grievance, or ten (10) working days after any grievant is aware, or reasonably should have become aware of the conditions precipitating the grievance, discuss the matter with the unit supervisor. Within three (3) working days, the unit supervisor shall verbally give the decision to the employee. The employee and the unit supervisor are each entitled to the presence of a silent observer to the discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the unit supervisor.
- B. Step 1. Failing to resolve the grievance with the unit supervisor, the union on behalf of the grievant shall submit a grievance petition to the Human Resources Department within fifteen (15) working days following the date of the informal discussion with the unit supervisor. The Temporary Assignment Program designee, shall meet with the grievant, the grievant's representative and the unit supervisor within ten (10) working days of the submission of the request for review. No later than ten (10) working days thereafter, the Temporary Assignment Program designee shall render a written decision.
- C. Step 2. Failing to resolve the grievance at Step 1, the union on behalf of the grievant shall submit a written request to the Human Resources Director, or designee, for review within ten (10) working days following the receipt of the written Step 1 decision. The Human Resources Director or designee shall meet with the grievant and the grievant's representative to discuss the grievance. No later than ten (10) working days thereafter the Human Resources Director, or designee, shall render a written decision setting forth the finding of fact, reasoning, conclusion and remedy, if any.
- D. The Step 2 decision shall be final and binding unless the Union requests grievance mediation pursuant to Section 14 of this Article.

Section 14. Grievance Mediation

Within ten (10) working days from the date the Human Resources Director or designee renders a written decision the Union may request the assistance of a mediator from the State Mediation and Conciliation Service to settle the grievance. A mediator shall be selected by the striking method unless the parties mutually agree upon a specific mediator.

It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by the parties. The final agreement shall be binding on all parties. In the event the parties are unable to reach settlement, the decision rendered at Step 2 of the grievance procedure shall be final and binding, and shall not be subject to arbitration.

ARTICLE 8 AGENCY SHOP

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

Current employees in the unit who are now SEIU members shall remain SEIU members for the period of this MOU. Employees who are hired on or after the effective date of this MOU, and are in a job classification within a representation unit of SEIU covered by this MOU, the County, in conformance with the provisions of Government Code Section 3508.5(b), shall deduct the payment of service fees to SEIU from the employees' paychecks equal to the full member dues rate. Within thirty (30) days from the effective date of this MOU, bargaining unit employees shall become members of SEIU or, pursuant to the provisions of Government Code 3508.5(b) the County shall automatically deduct the payment of service fees equal to the full member dues rate to SEIU from the employee's biweekly paycheck. SEIU shall inform the County in writing of the applicable rate of such deductions.

The County shall provide SEIU with separate payroll codes to identify the automatic payroll deductions for SEIU Member Dues, SEIU Agency Fee Payers, SEIU COPE Contributions, and SEIU Religious Objectors. Dues withheld by the County shall be transmitted to the SEIU Officer designated in writing by SEIU as the person authorized to receive such funds, at the address specified.

Agency Fee Rebate Program: SEIU shall be responsible for implementing and administering an annual agency fee rebate program for eligible unit employees. Employees shall contact SEIU directly regarding all inquiries on the agency fee rebate program.

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

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

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

The County shall not deduct monies specifically earmarked for a Political Action Committee or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member. Payroll deductions for all employees classified as an "SEIU COPE Contributor" shall be at the rate voluntarily designated by the employee. The Union shall notify the County in writing of the applicable rate of deduction for any such employee(s).

SEIU shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating

statement, certified as to accuracy by its President and Treasurer or corresponding principle officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

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

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

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

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

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

Thirty (30) days following the effective date of this MOU, all SEIU represented employees must become members of the Union or become "fair share" (fee) payers.

Section 1. Union Security/Maintenance of Membership

Any employees in this unit who have authorized Union dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by the County during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union dues during the thirty day (30) period commencing ninety (90) days before the expiration of the MOU by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail

and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide to the County with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

ARTICLE 9 UNION RIGHTS

Section 1. Bulletin Boards

Space will be made available to SEIU on a reasonable number of departmental bulletin boards designated for such purpose, provided such use is reasonable. Notices shall be dated and signed by a SEIU representative. The privilege does not extend to the individual members of SEIU. The posting and removal of bulletin board material must be maintained in a timely fashion. The County, through the Human Resources Director, or designee, reserves the right to suspend or cancel bulletin board privileges for abuse.

Bulletin board space will be visible and accessible to all SEIU represented employees at the worksite.

Section 2. Time Reporting Code

- A. Release Time. The County agrees to provide SEIU with one (1) payroll code for union related release time.
- B. All requests for release time by the union shall be processed by the County within a reasonable time from receipt of the request.
- C. Employees granted release time under this article shall not suffer any loss in the base rate of pay for actual hours released that the employee would have otherwise reported to work. Compensation for release time shall not include payment of shift differentials or any premium pay provided under Article 6. No employee shall receive paid release time for any hours or any day for which the employee was not otherwise required to work.
- D. The County shall provide the union with a total count of SEIU represented employees, for all bargaining units covered under this MOU, calculated from the first full pay period in January and July of each year. The aggregate total of the time bank for each calendar year shall be established from the average of these two (2) total employee counts.
- E. Release time under this Article shall be granted upon reasonable advance notice to the County. For the purposes of this Article, reasonable notice is considered at least four (4) weeks prior to the date of the planned activity.

Employees agree to make a good faith effort to have their shifts covered in order to attend planned activities without impairing County services or operations. The County may deny the request if the employee's absence would negatively affect County services or operations. In such cases, the union agrees to waive the right to grieve the denial of release time.

- F. The County will not unreasonably withhold permission to release employees for planned union activity.

Section 3. Worksite Access

The Union will maintain its existing rights to enforce their rights to worksite access.

The Union shall also be provided, upon request, a meeting room at all work locations, to conduct meetings with represented employees before and after work and during lunch periods (non-working time). Where facilities like the RUHS exist and make impracticable the ability of employees on other floors to be able to attend a meeting due to limited lunch breaks, the County agrees to make every effort to provide additional meeting rooms to address this issue. All meetings will be scheduled through Human Resources, and, at the time the request is made the request will be granted, provided that the meeting room requested has not been previously scheduled.

Section 4. Stewards

Except as set out below, SEIU may elect or appoint two (2) Stewards in the Per Diem unit. The Stewards must be a representative from RUHS-MC and the Department of Mental Health, exclusively.

The Stewards are recognized as representatives of SEIU in their department with the power to bind SEIU in all matters pertaining to this MOU. SEIU agrees to notify the County Human Resources Department in writing of the names of its Stewards and the effective dates of their election or appointment.

There shall be no union activity on County time or premises except as provided for in this MOU. A Steward is permitted to represent SEIU in grievances, collective bargaining, administrative interviews, and other duties consistent with the representational rights granted by the *Meyers-Millias-Brown Act*. Stewards shall not be permitted to request preparation time pursuant to this Article. A Steward will not absent him/herself from his/her work without first obtaining the permission of the Department. To obtain permission the Union shall identify the following in the release time request to Human Resources: a) the specific reason for requesting permission, b) the employee(s) to be represented, and c) the general issue involved. SEIU agrees that the provision of County services is not

to be negatively affected by any Steward activity permitted by this Article. Subject to the foregoing, the County will not unreasonably withhold permission.

Section 5. New Employee Orientation

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

ARTICLE 10
ANTI-STRIKE CLAUSE

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

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

ARTICLE 11
COMPENSATION

Section 1. Compensation Schedule

Employees shall receive the base rate of pay assigned to the classification in which the employee is employed as set forth in Appendix A (Compensation Schedule) as attached and incorporated by reference. The Compensation Schedule shall be effective the first day of the first full pay period following approval of this MOU by the Board of Supervisors.

The Human Resources Director retains the discretionary authority to order increases to the rate of pay during the term of this MOU to address unanticipated recruitment and retention needs within specific classifications. SEIU shall be provided notice before such rate increase(s) go into effect and will be granted the opportunity to meet and consult regarding said increase(s). Except as provided herein, there shall be no pay/salary increases during the term of this MOU.

Section 2. Retirement

Employees shall participate in the County of Riverside 401(a) Temporary and Part-Time Employees' Retirement Plan. Employees are required to contribute 3.75% of eligible earnings into the Plan each pay period. The County shall contribute an annual percentage based on, at a minimum, the actuarial valuation for that year.

ARTICLE 12
SEPARABILITY

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

ARTICLE 13
JOINT LABOR/MANAGEMENT COMMITTEES

Labor-Management work groups are tools to help improve the workplace. Labor-Management groups can help resolve problems and/or develop innovative strategies to produce work more efficiently, save the County money, or improve public services.

The County should recognize that its greatest asset is its human resources and that each individual has the potential to strengthen and change the organization both individually and collectively. Labor-Management work groups can be the catalyst for implementing and identifying lasting ways to improve organizational effectiveness by utilizing the County's human resource asset.

Both Parties must recognize that cooperation, problem solving, and long range planning are in the self-interest of their respective organizations and the public they serve.

The labor management committees shall be limited to six (6) persons per side and shall be held no fewer than once every three (3) months. It is understood and agreed that each party shall produce an agenda for discussion no later than one (1) week prior to the date of the meeting.

ARTICLE 14
PER DIEM STATUS TO REGULAR STATUS

The County shall provide employees in the Per Diem Unit who have applied for and who meet the recruiting requirements for a full-time regular SEIU represented classification an opportunity to interview prior to interviewing candidates not employed by the County. The County shall consider performance, qualifications, and level of experience with the County as provided by the Per Diem applicant.

SIGNATURE PAGE

Signed this 5 day of August, 2015, at Riverside, California

COUNTY OF RIVERSIDE

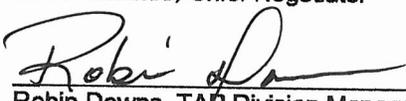
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721



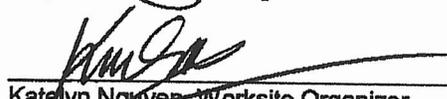
Nora Verceles, Chief Negotiator



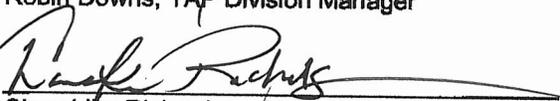
Eloy Alvarez, Chief Negotiator



Robin Downs, TAP Division Manager



Katelyn Nguyen, Worksite Organizer



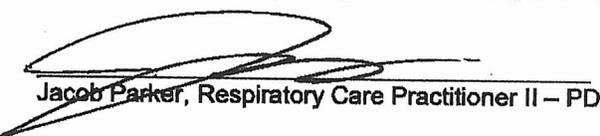
Chandrika Richardson, TAP HR Services Manager



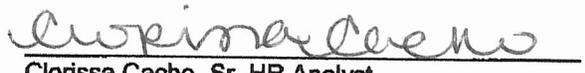
David Spurnock, Respiratory Care Practitioner II – PD



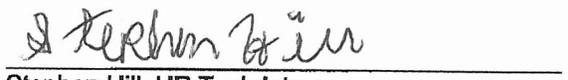
Paul Woodward, Nurse Manager



Jacob Parker, Respiratory Care Practitioner II – PD



Clorissa Cacho, Sr. HR Analyst



Stephen Hill, HR Tech Intern

APPENDIX A**PER DIEM COMPENSATION SCHEDULE**

| Title | Job Code | Per Diem Pay Rate |
|---------------------------------------|-----------------|--------------------------|
| CARDIAC SONOGRAPHER - PD | 98739 | \$40.57 |
| CLINICAL LAB SCIENTIST - PD | 98702 | \$47.13 |
| CLINICAL PSYCHOLOGIST - PD | 79712 | \$40.47 |
| CLINICAL THERAPIST I - PD | 79741 | \$36.40 |
| CLINICAL THERAPIST II - PD | 79743 | \$40.47 |
| DENTIST - PD | 73899 | \$77.03 |
| DIETITIAN I - PD | 78317 | \$33.80 |
| DIETITIAN II - PD | 78318 | \$42.60 |
| ELECTROENCEPHALO TECH - PD | 98762 | \$32.56 |
| ELECTROENCEPHALO TECH, REG-PD | 98763 | \$34.35 |
| GRAD SPEECH-LANGUAGE PATHOLOGIST - PD | 73418 | \$40.90 |
| INSTITUTIONAL NURSE - II - PD | 74064 | \$52.26 |
| INSTITUTIONAL NURSE - III - PD | 74065 | \$53.72 |
| LICENSED PSYCHIATRIC TECH - PD | 57746 | \$24.74 |
| LICENSED VOC NURSE I - PD | 57757 | \$24.62 |
| LICENSED VOC NURSE II - PD | 57754 | \$26.08 |
| LICENSED VOC NURSE III - PD | 57765 | \$27.49 |
| MEDICAL SOCIAL WORKER I - PD | 79831 | \$34.71 |
| MEDICAL SOCIAL WORKER II - PD | 79801 | \$36.60 |
| NURSE PRACTITIONER I - PD | 73987 | \$52.95 |
| NURSE PRACTITIONER II - PD | 73988 | \$60.79 |
| NURSE PRACTITIONER III - PD | 74067 | \$64.10 |
| NUTRITIONIST - PD | 78352 | \$34.45 |
| OCCUPATIONAL THERAPIST I - PD | 73443 | \$52.66 |
| OCCUPATIONAL THERAPIST II - PD | 73437 | \$54.95 |
| P.H. MICROBIOLOGIST I - PD | 78746 | \$39.12 |
| P.H. MICROBIOLOGIST II - PD | 78747 | \$43.04 |
| PHARMACIST - PD | 73612 | \$75.64 |
| PHYSICAL THERAPIST I - PD | 73448 | \$52.66 |
| PHYSICAL THERAPIST II - PD | 73447 | \$54.95 |
| PHYSICIAN ASSISTANT I - PD | 73842 | \$50.07 |
| PHYSICIAN ASSISTANT II - PD | 73973 | \$57.48 |
| PHYSICIAN ASSISTANT III - PD | 73843 | \$60.61 |
| PHYSICIAN ASSISTANT FELLOWSHIP - PD | 73844 | \$18.49 |
| PHYSICIAN I - PD | 73782 | \$83.44 |
| PHYSICIAN II - PD | 73806 | \$96.89 |
| PHYSICIAN III - PD | 73807 | \$102.19 |
| PHYSICIAN IV - PD | 73808 | \$107.79 |
| PSYCHIATRIST I - PD | 73822 | \$127.00 |
| PSYCHIATRIST II - PD | 73826 | \$133.97 |
| PSYCHIATRIST III - PD | 73830 | \$141.32 |
| RADIOLOGIC SPECIALIST - PD | 98732 | \$47.11 |
| RADIOLOGIC TECHNOLOGIST - PD | 98722 | \$38.93 |
| REGISTERED NURSE I - PD | 73957 | \$44.92 |
| REGISTERED NURSE II - PD | 73990 | \$47.39 |

APPENDIX A

PER DIEM COMPENSATION SCHEDULE

| Title | Job Code | Per Diem Pay Rate |
|----------------------------------|-----------------|--------------------------|
| REGISTERED NURSE III - PD | 73958 | \$50.00 |
| REGISTERED NURSE IV - PD | 74062 | \$52.75 |
| REGISTERED NURSE V - PD | 74063 | \$55.65 |
| RESP CARE PRAC I, REG ELIG-PD | 98758 | \$34.65 |
| RESP CARE PRACT II, REG - PD | 98759 | \$36.53 |
| RESP CARE TECHNICIAN - PD | 98750 | \$24.10 |
| SPEECH-LANGUAGE PATHOLOGIST - PD | 73419 | \$53.91 |
| SR CLINICAL PSYCHOLOGIST - PD | 79716 | \$42.70 |
| SR THERAPIST - PD | 13887 | \$58.01 |
| SURGICAL TECHNICIAN - PD | 57759 | \$24.49 |
| | | |
| | | |

County of Riverside

Per Diem Unit

August 15, 2015, through November 30, 2016



SEIU Local 721

**6177 River Crest Dr Ste B
Riverside CA 92507-0786**

Questions? Call the Member Connection (877) 721-4YOU

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