

MEMORANDUM OF UNDERSTANDING

2006-2009

COUNTY OF RIVERSIDE

AND

**Riverside Sheriffs' Association, Inc.
Public Safety Unit**

TABLE OF CONTENTS

	PAGE
DEFINITIONS	1
ARTICLE I	
TERM	3
Section 1 Term.....	3
Section 2 Successor Agreement.....	3
ARTICLE II	
RECOGNITION	3
ARTICLE III	
FULL UNDERSTANDING, MODIFICATION AND WAIVER	4
ARTICLE IV	
WORKWEEK, OVERTIME, AND PREMIUM PAY	5
Section 1 Workweek.....	5
Section 2 Overtime.....	5
A.1. Overtime Work Defined.....	5
A.2. Supervising probation Officers – Overtime	5
B. Authorization for Overtime Work	5
C. Department Records.....	5
D. Reporting and Calculation.....	6
E. Compensation for Overtime Work.....	6
F. Fringe Benefits not Affected by Overtime.....	6
G. Overtime Provisions of the Fair Labor Standards Act	6
H. Declared Natural Disaster.....	6
Section 3 Premium Pay.....	7
A. Standby Professional Call Duty.....	7
B. Minimum Overtime on Call-Back.....	7
C. Exemption from Standard Overtime, Standby, Call Back.....	7
D. Shift Differential.....	7
E. Bilingual Pay.....	8
F. Implementation of New Payroll System.....	9
G. Extradition Pay.....	9
ARTICLE V	
PAY PRACTICES	10
Section 1 Step Advance.....	10
Section 2 New Employees.....	12
Section 3 Re-employment	12
Section 4 Promotion.....	13
Section 5 Transfer.....	13
Section 6 Demotion.....	13
Section 7 Reclassification.....	14
Section 8 Temporary Promotion.....	14
Section 9 Conformance to Plan.....	14
ARTICLE VI	
GENERAL PERSONNEL PROVISIONS	14
Section 1 Probation.....	15
A. Initial Probationary Status.....	15
B. Length of Initial Probation.....	15
C. Extension of Initial Probation.....	15
D. Initial Probationary Period Affected by Change in Class.	15
E. Probation of Permanent Employees following Change.	15
In Class or Lateral Transfer	
F. Employment of Relatives.....	16

TABLE OF CONTENTS

Section 2	Retirement.....	16
Section 3	Non-Smoking Policy.....	17
Section 4	Mileage Reimbursement.....	17
Section 5	Merit Systems/Veterans Preference.....	18
Section 6	Electronic Fund Deposit of Payroll.....	18
ARTICLE VII	LEAVE PROVISIONS.....	18
Section 1	Sick Leave.....	18
	A. Accrual.....	18
	B. Proof of Illness.....	19
	C. Reporting Requirements.....	20
	D. Reason for Usage.....	20
	E. Payout of Sick Leave.....	20
Section 2	Return to Work Following Injury.....	20
Section 3	Bereavement Leave.....	20
Section 4	Fitness for Duty.....	21
Section 5	Agency/Department-Leave of Absence/Official Leave of Absence.....	21
Section 6	Military Leave.....	22
Section 7	Jury Duty.....	22
Section 8	Air Pollution Emergency.....	23
Section 9	Abandonment/Automatic Resignation	23
ARTICLE VIII	VACATION.....	24
ARTICLE IX	HOLIDAYS.....	25
ARTICLE X	REIMBURSEMENT PROGRAMS.....	26
Section 1	Living Quarters, Meals, or Laundry Service.....	26
Section 2	Meals.....	27
Section 3	General Provisions.....	27
Section 4	Moving Expenses-Current Employees.....	27
Section 5	Reimbursement for Employee Training – Board Policy C-7.....	27
ARTICLE XI	DISCIPLINARY, DISMISSAL, AND REVIEW.....	28
ARTICLE XII	DISCIPLINARY APPEAL PROCEDURE.....	29
Section 1	General.....	29
Section 2	Involuntary Leave of Absence.....	29
Section 3	Notice of Disciplinary Action.....	30
Section 4	Amended Notice of Disciplinary Action.....	31
Section 5	Appeals.....	31
Section 6	Waiver.....	31
Section 7	Hearing Procedure – Minor Discipline.....	31
Section 8	Hearing Procedure – Major Discipline.....	32
Section 9	Evidence and Procedures Applicable to All Hearings	34
ARTICLE XIII	GRIEVANCE PROCEDURE.....	34
Section 1	Discussion of Request or Complaint.....	35
Section 2	Grievance Definition	35
Section 3	Freedom from Reprisal.....	35
Section 4	Employee Representation/Union Rights	35
Section 5	Grievance Petition Form.....	36
Section 6	Presentation.....	36

TABLE OF CONTENTS

Section 7	Consolidation.....	36
Section 8	Resolution.....	36
Section 9	Withdrawal.....	36
Section 10	Time Limits.....	36
Section 11	Resubmission.....	36
Section 12	Extension of Time.....	36
Section 13	Steps.....	37
	A. Discussion with Supervisor.....	37
	B. Step 1.....	37
	C. Step 2.....	37
	D. Step 3.....	37
Section 14	Advisory Arbitration.....	37
ARTICLE XIV	ANTI-STRIKE CLAUSE.....	39
ARTICLE XV	ON-THE-JOB INJURY OR ILLNESS.. ..	39
ARTICLE XVI	LAYOFF AND REINSTATEMENT.....	39
Section 1	Seniority.....	39
Section 2	Reduction in Force.....	40
Section 3	Reassignment	41
Section 4	Employment Counseling and Referral.....	41
Section 5	Departmental Reinstatement List.....	42
Section 6	Re-employment.....	43
Section 7	Temporary Recall.....	43
ARTICLE XVII	DRESS CODE.....	43
ARTICLE XVIII	VOLUNTARY TIME BANK.....	44
ARTICLE XIX	APPEAL PROCEDURE ACCIDENT REVIEW COMMITTEE.....	47
ARTICLE XX	FLEXIBLE BENEFIT PROGRAM.....	48
ARTICLE XXI	MODIFIED AGENCY SHOP.....	53
ARTICLE XXII	MAINTENANCE OF MEMBERSHIP.....	55
ARTICLE XXIII	SEPARABILITY.....	55
ARTICLE XXIV	PROMOTIONAL PROCED. DEPUTY PROBATION OFFICER....	55
ARTICLE XXV	BULLETIN BOARDS.....	56
ARTICLE XXVI	COMPENSATION AND BENEFIT INCREASES.....	57
	RATIFICATION DOCUMENTS.....	59
	MEYER-MILIAS-BROWN ACT	68
	PROCEDURAL BILL OF RIGHTS ACT (POBRA)	76
	NON-WAIVER STATEMENT	86
	LOOKING OUT FOR YOURSELF	88
	INDEX	94

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 of Riverside, (hereinafter referred to as County) and the Riverside Sheriffs' Association, Inc. (hereinafter referred to as RSA) as the Exclusive Employee Organization for employees in the representation unit described under Article 2, Recognition. This Memorandum of Understanding is in effect from February 1, 2006 through January 31, 2009.

Section 2. Successor Agreement

In the event RSA desires to negotiate a successor Memorandum of Understanding, RSA shall serve on the County during the period of 120 days to 90 days prior to the expiration of the current MOU, its full and written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, the County shall, within forty-five (45) days, present counter proposals. Negotiations shall begin within forty-five (45) days after receipt of RSA's proposals unless otherwise agreed to by the parties. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

A subcommittee comprised of the County and RSA appointees will cooperate in the non-substantive clean up pertaining to language, spelling, grammar and formatting, following the approval/ratification of the successor MOU.

ARTICLE II
RECOGNITION

This Memorandum of Understanding shall apply only to persons employed as Regular full-time or Regular part-time within the Public Safety Unit:

52411	Group Counselor I
52412	Group Counselor II
52413	Senior Group Counselor
52811	Group Supervisor/Instructor
52874	Senior Group Supervisor/Instructor-Culinary Arts
52875	Senior Group Supervisor/Instructor-Industrial Arts
52813	Supervising Group Supervisor/Instructor
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

The terms "employee" or "employees" as used in this Memorandum of Understanding shall refer only to employees employed by the County in those

classifications heretofore or hereafter included in said unit pursuant to the provisions of the Employee Relations Resolution of the County of Riverside (Res. No. 99-379).

ARTICLE III
FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify RSA 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 RSA 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 RSA of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

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

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

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

ARTICLE IV
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

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

A. Effective July 1, 1999, PERC/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.

Section 2. Overtime

A.1. Overtime Work Defined. Overtime work is authorized work in excess of 80 hours in a work period, or work performed when the employee is called back to meet an emergency on a holiday or is in a stand-by or professional call duty status. It does not include regularly scheduled work on a paid holiday for which the employee is entitled to equal compensatory time off.

A.2. Supervising Probation Officer - Overtime. Any Supervising Probation Officer assigned to a Probation Department Institution shall be entitled to time and one-half for all hours of non-scheduled overtime worked if such employee actually works in excess of five (5) hours of unscheduled overtime in any pay period; provided, however, if the employee works less than five (5) hours unscheduled overtime, employee shall be paid at the straight time rate for hours actually worked.

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

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

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

The initial record, any secondary records, such as a summary of the work week or of the pay period, or other compilation from the initial record, and the departmental copy of the attendance report for each pay period together with any subsequent correcting reports, shall be preserved and retained in a condition to be audited for the three most recent full

fiscal years, and thereafter until any official inquiry concerning the same has been finally concluded.

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

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

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

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

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

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

1. Any Officer, in order to perform the work of the department or a civil defense function, may employ emergency employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of their employment.
2. For the same purpose, any Officer may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.

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

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

Section 3. Premium Pay

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

B. Minimum Overtime on Call-Back. Except as hereinafter otherwise provided, an employee called back to work to meet an emergency on an overtime basis, whether or not he/she is in a standby or professional call duty status, shall receive minimum credit for one 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 work day or work period. Actual hours of time worked in excess of the normal or established work day or work period and actual hours taken as compensatory time off shall be reported on each attendance report. With approval of the Board of Supervisors, persons entitled to compensatory time off under this provision may be paid for each authorized hour worked in excess of the normal or established work day or work period in lieu of receiving equal compensatory time off. If the payment is to be made, the number of hours to be paid for shall be specified.

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

D Shift Differential

1. Applicability of Shift Differentials. Shift differentials do not apply to vacation, sick leave, holiday pay, professional call or standby duty. The hourly rate for each shift differential is payable in tenths of an hour. Field Services employees (i.e. all

employee NOT working in the Probation Department Institutions) who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.

2. Evening Shift. County employees who perform work between the hours of 3:00 p.m. and 11:00 p.m., shall be paid a night differential of \$.60 per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.

3. Night Shift. County employees who perform work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of \$1.20 per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.

E. Bilingual Pay

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

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

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

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

5. Upon approval by the Human Resources Director, the employee shall be authorized to receive bilingual compensation starting with the next pay period.

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

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

F. Implementation of New Payroll System. RSA understands and agrees that the County may implement a new payroll system which will be date based, as opposed to hour based. The County agrees to provide as much advanced notice as practicable so that concerns RSA may have over problems associated with the system's implementation can be discussed.

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

- a. Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based upon service 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 accrue on a daily basis and 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. On or about March 7, 2001, the pay date will change from the "second Friday following the end of the pay period" to the "second Wednesday following the end of the pay period." There shall be no change in an employee's biweekly pay as a result of this change in payday.

Prior to the pay date change, on a one-time basis, employees may request a pay advance. The pay advance will be given on March 2, 2001 (the regular pay date) and will be equal to an employee's net pay from the previous pay period. This amount will be repayable in 25% increments over the next four pay periods, beginning with pay date March 7, 2001. Employees must agree to the repayment arrangements as stipulated by the Auditor-Controller's Office.

G. EXTRADITION PAY

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

- a. for all hours spent with the prisoner in their custody;
- b. for waiting time, if upon arriving at the other jurisdiction at the assigned time for pick up of the prisoner they are required to wait for the release of the prisoner, provided that they first advise the Department of the delay and are instructed to wait, but in no event shall waiting time exceed their regular daily hours of work;
- c. with respect to travel without the prisoner in their custody to or from the other jurisdiction to either pick up the prisoner or to return to Riverside County after having delivered the prisoner:

- i. for all travel time spent driving, provided that they are instructed to drive to pick up or deliver the prisoner, less normal commuting time and meal time;
- ii. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and meal time; or
- iii. during their regular working hours, even on an a day when the Deputy Probation Officer is not scheduled to work, if the assignment involves an overnight stay and they travel as a passenger on an airplane, train, boat, bus, or automobile, less normal meal time. The Deputy Probation Officer shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
- d. at applicable overtime rates in the event that the extradition assignment causes them to exceed their maximum number of hours of work on a daily basis or in the two week pay period.
- e. the above extradition pay must be paid in a manner and time period consistent with regular county pay practices.

ARTICLE V
PAY PRACTICES

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

Section 1. Step Advance

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

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

The first anniversary date shall be the first day of the pay period following the completion of 1040 hours (approximately 6 months) in a paid status in the position as a result of original appointment, or as the result of a promotion or reclassification which involved a salary increase. Re-employment at a rate other than that of the first step of a range shall not be considered an original appointment for purpose of fixing the anniversary date. In such cases the anniversary date shall be the first day of the pay period following 2080 hours (approximately one (1) year) in a paid status, not including overtime, after such re-employment unless otherwise specified in the Resolution of the Board of Supervisors.

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

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

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

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

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

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

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

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

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

F. With the same procedures as in the foregoing Subsection, on the first day of the pay period following the completion of 1040 hours 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 2080 hours 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 from the 8th step and thereafter, it shall be to the next higher step.

Section 2. New Employees

A. Except as otherwise provided by this Memorandum a new employee shall be appointed at the first step of the salary range. The department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any step within the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such step higher than the first step of the range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the step so authorized to the same or one of said higher steps, fixing the minimum initial salary on such advanced step. The anniversary date shall be the first day of the pay period which is not less than 1040 hours in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, their anniversary date shall not change unless it would occur more than 1040 hours in paid status thereafter, in which event, it shall be the first day of the pay period which is not less than 1040 hours, excluding overtime, in a paid status thereafter.

B. Except as otherwise provided by this Memorandum, a new employee appointed on or after June 25, 1992, shall be appointed at the first step of the salary range. The department head with the prior approval of the Human Resources Director and the County Executive Officer may appoint a new employee in a specified class to any step within the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed. When the Human Resources Director and the County Executive Officer authorize a position to be filled at such step higher than the first step of the range, the Human Resources Director and the County Executive Officer may also advance all incumbents of positions in the same class earning less than the step so authorized to the same or one of said higher steps, fixing the minimum initial salary on such advanced step. The anniversary date shall be the first day of the pay period which is not less than 2080 hours in a paid status thereafter, not including overtime. When such an incumbent employee is already on that step, his/her anniversary date shall not change.

Section 3. Re-employment

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

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

C. Whenever a former regular employee is or has been re-employed within three months after termination he/she may, on recommendation of the employing Officer and

with the approval of the Human Resources Director and the County Executive Officer, be allowed accrued sick leave and accrued time toward earned vacation, not exceeding the amount thereof which was lost at the time of termination, and his/her anniversary date for step advance may be expressly fixed, subject to other provisions of this Memorandum relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable period of service prior to said termination.

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 21224 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

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

Section 4. Promotion

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

Section 5. Transfer

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

Section 6. Demotion

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

B. Permanent employees who, within 2080 hours following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved department head(s) and an opening must exist. The anniversary date shall not change.

Section 7. Reclassification

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

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

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

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

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

Section 8. Temporary Promotion

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

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

Section 9. Conformance to Plan

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

ARTICLE VI
GENERAL PERSONNEL PROVISIONS

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

Section 1. Probation

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

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

B. Length of Initial Probation The length of the initial probationary period is 2080 hours (approximately 12 months).

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

The initial probationary period may be extended in 520 hour increments up to 2 times. A 1040 hour initial probationary period may be extended once to 1560 hours or twice to a total of 2080 hours. A 2080 hour initial probationary period may be extended once to 2600 hours or twice to 3120 hours. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

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

E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first 1040 hours of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary

date will be redetermined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

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

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

Section 2. Retirement

1. The following classifications:

<u>Class Code</u>	<u>Title</u>
52411	Group Counselor I
52412	Group Counselor II
52413	Senior Group Counselor
52811	Group Supervisor/Instructor
52874	Senior Group Supv/Instructor-Culinary Arts
52875	Senior Group Supv/Instructor-Industrial Arts
52813	Supervising Group Supervisor/Instructor
79531	Deputy Probation Officer I
79532	Deputy Probation Officer II
79533	Senior Probation Officer
79534	Supervising Probation Officer

shall be entitled to enroll in the PERS Safety Retirement System effective as soon as possible.

Public Employee's Retirement System (PERS) Contributions. Employees in the Public Safety Unit 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 or seasonal employee in a continuing payroll status, without interruption, except for authorized leave of absence.

Retirement Calculations.

1. For Service on or after July 1, 2001. The percentage of final compensation to be provided for each year of credited prior and current service for Safety Members of the RSA shall be determined in accordance with Section 21362.2 of the Public Employees Retirement Law (3% at age 50).
2. Single Highest Year. The provisions of Section 20042 of the Public Employees Retirement Law (Single Highest Year) shall apply to safety employee members.
3. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of 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.

Section 3. Non-Smoking Policy

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

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

The County may designate up to 75% of its unassigned vehicle fleet as no-smoking areas. In the remainder of the County fleet, if a non-smoker objects to smoking the no-smoking rule will apply. Assigned vehicles are smoking or non-smoking at the discretion of assignee.

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

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

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

Section 4. Mileage Reimbursement

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

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 his/her department by this Memorandum only from among persons certified to him/her by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training and experience and shall take into consideration a system of veterans preference as may be adopted by the Board of Supervisors, by resolution. The veterans preference program shall be administered by the Human Resources Director.

Section 6. Electronic Fund Deposit of Payroll

Employees shall be required to receive payroll funds by electronic deposit.

Employees shall receive a Statement of Earnings (pay stub) through first class mail. The Statement of Earnings will be deposited in the U.S. mail with postage fully prepaid on the Monday prior to the electronic deposit.

Statement of Earnings will be mailed to the last known address on file with the Human Resources Department. It shall be the responsibility of the employee to update their address of record with the Human Resources Department as required.

RSA understands and agrees that the County may transition from hard-copy Statement of Earnings (pay stubs) to electronic pay stubs. The County agrees to provide as much advanced notice as practicable so that concerns RSA may have over problems associated with this transition can be discussed.

ARTICLE VII
LEAVE PROVISIONS

Section 1. Sick Leave

A. Accrual

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

1. A regular part-time employee shall accrue sick leave in the same manner as a full-time employee.
2. A seasonal employee shall accrue sick leave in the same manner as a full-time employee, but the same shall be allowed to be taken only when they are in an active payroll status.
3. Sick leave shall accrue at all times when the employee is in a paid status.

4. Accrued sick leave of any person whose employment is permanently terminated shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.

5. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the department head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the department head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. The cost of this examination shall be paid by the County. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

B. Proof of Illness

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

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

(b) Every regular employee shall be able to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due

to extended illness or injury unless they are on a medical certification program in accordance with B.1 of this section.

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

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

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

E. Payout for Sick Leave. Upon retirement, disability retirement or death of an employee or officer, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for at the rate of fifty (50%) percent 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.

Section 2. RETURN TO WORK FOLLOWING INJURY

Employees experiencing an injury resulting in time lost from work shall be returned to duty upon receipt of a medical certification indicating they are able to return to work in an unrestricted capacity.

If the employee provides a restricted return to work certificate from the appropriate medical provider then the employee may be assigned to a modified position identified by the Department. Such assignment can only be made when a modified position is available in the Department and the indicated restrictions do not prevent the employee from fulfilling all the duties of the modified position.

Nothing herein shall be considered a waiver by the Association of any rights employees have under federal or state law.

Section 3. Bereavement Leave

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

Section 4. Fitness for Duty

When the Department Head or designee orders an employee off work due to an asserted illness, the employee may either:

- (1) Elect to be absent from work because of the illness;
- (2) Request, at County expense, to be referred to a County designated health care provider or to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.
- (3) Be examined by a physician or other person legally authorized to provide health care services of the employee's choosing, in the specialty designated by the County Employee Health Medical Director, to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.

If the employee is ordered off work due to an asserted illness there shall be an entitlement to utilize sick leave benefits and to receive full pay. In the event an employee has no accrued sick leave balance, the employee may utilize vacation, compensatory time, or holiday benefits with full pay or receive a leave of absence without pay, in accordance with the provisions of this Agreement and Department policy.

Should the health care provider determine that the employee was able to work during the shift from which they were ordered off work, the employee shall not be charged with such absence and shall receive full pay for that shift.

Section 5. Agency/Department-Leave of Absence/Official Leave of Absence

An agency/department leave of absence or an official leave of absence without pay may be granted for the following reasons:

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

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

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

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

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

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

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

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

Section 6. Military Leave

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

Section 7. Jury Duty

Any employee who shall be summoned for attendance to any court for jury duty during the employee's normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid into the County Treasury. Any employee who shall be called as a witness arising out of and in the course of County employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received shall be paid into the County Treasury, together with any mileage allowed if County transportation is used. Any employee designated non-exempt from Fair

Labor Standards Act (FLSA) absent as a witness in a private matter shall not be entitled to be paid during such absence.

Section 8. 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 9. -- Abandonment/Automatic Resignation

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

B. An employee may, within 10 calendar days of service of the second letter from the department, request in writing reinstatement from the County Human Resources Director. If denied by the Human Resources Director, reinstatement may be granted only if the employee makes a satisfactory explanation to a Mediator from the State of California Mediation and Conciliation Service for the absence and/or the failure to obtain an approved leave of absence, and the Mediator finds the employee is ready, able, and willing to resume the discharge of the duties of the position.

1. Appeals shall be heard by a person assigned by the State Conciliation Service. The conciliator's decision may be verbal or in writing. The decision of the State Conciliation Service shall be binding on both parties, neither of which shall have the right of further appeal

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

3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial

party. The conciliator or mutually agreed upon impartial party may consult with witnesses informally and otherwise investigate the controversy.

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

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

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

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 each year;

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

years 10 or more (18,728 hours or more) in a payroll status 160 hours each year.

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than a maximum of 480 hours, and may be taken only at a time or times agreeable to the department head. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

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

B. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this Memorandum. For the purpose of this paragraph, vacation shall be deemed earned to the date of termination. While such terminal vacation pay shall be chargeable to the salary appropriation of the department, the position shall be deemed vacant and may be filled provided funds are available therefore. If sufficient funds are available, terminal vacation pay may be paid in full in advance at the

time of termination; otherwise, all or part thereof may be paid at the same time as if it were regular compensation and the employee had not been terminated.

- C. Seasonal and temporary employees shall not be entitled to paid vacation.
- D. No person shall be permitted to work for compensation for the County during vacation, except with prior approval of the Board of Supervisors and the department head.
- E. A regular part-time employee shall accrue vacation in the same proportion that working hours bear to the normal working hours of a full-time position. The same proportion shall apply in determining payment of earned vacation on termination.
- F. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision of this Memorandum may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE IX
HOLIDAYS

Section 1. Paid Holidays

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

B. County Holidays

January 1, New Year's Day
Third Monday in January, Dr. Martin Luther King, Jr.'s Birthday
February 12, Lincoln's Birthday
Third Monday in February, Washington's Birthday
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Columbus Day
November 11, Veterans' Day
Fourth Thursday in November, Thanksgiving Day
(unless otherwise appointed)
Friday following Thanksgiving
December 24 and 31 when they fall on Monday
December 25, Christmas Day
December 26 and January 2, when they fall on a Friday
Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following when such date falls on a Sunday.

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

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

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

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

In addition, such employee shall have a choice of:

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

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

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

H. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to equal compensatory time off for such a holiday.

Accumulated holiday credit earned at the expiration of each prescribed pay period upon election of the employee may be accumulated to their accumulated holiday credit up to 80 hours or be paid to the employee by County Warrant.

ARTICLE X REIMBURSEMENT PROGRAMS

Section 1. Living Quarters, Meals, or Laundry Service

Rates for maintenance, including living quarters, meals, or laundry service, furnished by the County to any officer or employee, shall be fixed by a resolution of the Board of Supervisors from time to time. Payment therefore shall be made by a deduction from

compensation, or by performance of additional services, as may be determined by the Board of Supervisors.

Section 2. Meals

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

Section 3. General Provisions

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

Section 4. ~~Moving Expenses-Current Employees~~

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

Section 5. Reimbursement for Employee Training - Board Policy C-7

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

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

- A. By the department head

1. When the tuition or registration fee is \$500.00 or less.
 2. When the cost of training, in any amount, is reimbursed from funds administered by State or Federal agencies.
- B. By the Human Resources Department and Administrative Office
1. When the tuition or registered fee is more than \$500.00 (for all training except referred to in A(2) above).
 2. Such approval shall be obtained prior to the commencement of the training.

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

ARTICLE XI
DISCIPLINE, DISMISSAL, AND REVIEW

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

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

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

- O. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy; and,
- P. Violation of the County Anti-Violence in the Workplace Policy.
- Q. Violation of the County's Harassment Policy.

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

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

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

ARTICLE XII DISCIPLINARY APPEAL PROCEDURE

Section 1. General

Any notice required to be given by this procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid, 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 any other action taken for disciplinary reasons, that directly affects the wages, hours, or working conditions of a permanent employee.

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

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

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

Section 2. Involuntary Leave of Absence

Pending investigation by the department head of accusation against an employee alleging employee misconduct, covered under Article XI of this Memorandum, the

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

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

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

Section 3. Notice of Disciplinary Action

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

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

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

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

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

Section 4. Amended Notice of Disciplinary Action

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

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

Section 5. Appeals

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

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

Section 6. Waiver

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

Section 7. Hearing Procedure - Minor Discipline

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

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

2. Only the employee and one (1) non-attorney representative and the department head or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self

represented. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.

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

4. The conciliator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.

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

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

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

Section 8. Hearing Procedure - Major Discipline

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

B. The parties shall maintain a jointly negotiated list of no fewer than seven nor more than eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from RSA and the County shall meet to establish the list of up to eleven Arbitrators.

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

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

E. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either the employee, the department head, or the arbitrator,

provided reasonable notice is given the department employing the officer or employee. The Employee Relations Manager shall arrange for the production of any relevant County record. The arbitrator is authorized to issue subpoenas.

F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the department head may, at their own expense, provide a reporter for the hearing.

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

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

I. Within 21 days following the submission of the appeal, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the arbitrator shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.

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

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

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

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

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

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

7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of

discharge which would not have been earned had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.

Section 9. Evidence and Procedures Applicable to All Hearings

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

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

C. Irrelevant and unduly repetitious evidence shall be excluded.

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

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

F. Employees not testifying in their behalf may be called and examined as on cross-examination.

G. The employee and the Department Head shall have these rights:

1. To call and examine witnesses;
2. To introduce exhibits;
3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;
4. To impeach any witness regardless of which party first called the witness to testify; and
5. To rebut any derogatory evidence.

H. The hearing shall be a private proceeding among the County, the employee and the employee organization.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

Section 1. Discussion of Request or Complaint

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

Section 2. Grievance Definition

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

- A. Matters reviewable under some other County administrative procedure.
- B. Requests or complaints, the solution of which would require the exercise of legislative power, such as the adoption or amendment of an Ordinance, rule, regulation, or policy established by the Board of Supervisors.
- C. Requests or complaints involving the termination of a probationary, employee, or the termination, suspension, demotion or written reprimand of a regular employee reviewable pursuant to other provisions of this Memorandum or reviewable under the State Approved Local Merit System procedure, or written warnings, i.e., directive, corrective, and corrective counseling memoranda.
- D. Requests or complaints initiated by an employee involving change in departmental performance evaluations, if the evaluation rating overall is satisfactory or better.

Section 3. Freedom from Reprisal

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

Section 4. Employee Representation/Union Rights

A. REPRESENTATION RIGHTS

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

grievance petition need recognize more than one representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

B. GENERAL RULES

Section 5. Grievance Petition Form

All grievances shall be submitted to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the form is complete.

Section 6. Presentation

All grievance petitions shall be filed within fifteen (15) working days after occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist.

Section 7. Consolidation

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

Section 8. Resolution

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

Section 9. Withdrawal

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

Section 10. Time Limits

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

Section 11. Resubmission

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

Section 12. Extension of Time

The time limits within which action must be taken or a decision made as specified in this procedure, except for Section 14, may be extended by written consent of the grievant and the person before whom disposition of the petition is pending.

C. PROCEDURE

Section 13. Steps

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

A. Discussion with Supervisor. Prior to filing a written grievance petition the employee shall first take the matter up with the immediate supervisor. The supervisor shall give a prompt response where it is possible to do so. The employee and the supervisor are each entitled to the presence of a silent observer to the employee-supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor.

B. Step 1. The employee shall have fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance to submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's department head. Within fifteen (15) working days after submission of the petition, the department head, or a designee, shall meet with the grievant and the employee's representative, if any. No later than fifteen (15) working days thereafter the department head, or a designee, shall render a written decision.

C. Step 2. Failing to resolve the grievance at Step 1, the grievant shall submit a written request for review within ten (10) working days following the date the department head, or a designee, renders a decision. The Human Resources Director, or a designee, shall meet with the grievant and the grievant's representative, if any, within ten (10) working days of the submission of the request for review. No later than ten (10) working days thereafter, the Human Resources Director, or a designee, shall render a written decision.

D. Step 3. Failing to resolve the grievance at Step 2, the grievant shall submit a written request for arbitration to the Employee Relations Manager, or a designee, within ten (10) working days following the date the Human Resources Director, or a designee, renders a decision.

E. The grievance shall thereafter be subject to advisory arbitration and decision by the Board of Supervisors in the manner prescribed in Section 14. The Board of Supervisors shall either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the arbitrator's decision, the Board shall state its reasons for rejection. The decision of the Board of Supervisors shall be final. Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Supervisors.

Section 14. Advisory Arbitration

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

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

C. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.

D. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any County employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Employee Relations Manager, or a designee, with the employee's department head at least two (2) working days in advance of the hearing date. When the grievant is self-represented or represented by other than the Exclusive Employee Organization, the employee shall deposit one-half ($\frac{1}{2}$) of the estimated hearing costs (including transcripts) in accordance with Section 14 (B) with the Employee Relations Manager who shall determine the estimate and process grievant's deposit.

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

The arbitrator shall not decide any issue not within the statement of the issues submitted by the parties. This includes issues which have not been raised and considered at an earlier step of the grievance procedure.

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

G. Arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.

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

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

ARTICLE XIV
ANTI-STRIKE CLAUSE

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

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

ARTICLE XV
ON-THE-JOB INJURY OR ILLNESS

An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first 21 calendar days during which he/she is necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including, for this purpose, the values, successively, of the accrued compensatory time off for overtime and accrued vacation credit. During a period of temporary disability and in the proportion that the employee is paid for the difference between the temporary disability payments and the regular compensation, he/she shall continue to accrue sick leave and vacation benefits at the regular rate.

The right is reserved to make later adjustments as between salary and disability benefits to conform to the Workers' Compensation Law, or to conform to later development of facts, including the right to recover any overpayment directly or from future earnings.

In the event of substantial doubt whether temporary disability payments are payable under the Workers' Compensation Law for the disability, or doubt as to the extent thereof, payment on account of sick leave shall be withheld, except to the extent authorized by this section, until the issue is determined either by assumption of liability by the compensation insurance carrier or by adjudication of liability. In the event of substantial doubt whether the disability is compensable pursuant to Section 4850 of the Labor Code, payment of salary shall be withheld, except as to so much thereof as shall be equal to the value of accrued sick leave, vacation and compensatory time off for overtime, until the issue shall be adjudicated.

ARTICLE XVI
LAYOFF AND REINSTATEMENT

Section 1. Seniority

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

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

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

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

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

Section 2. Reduction in Force

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

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

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

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

D. After consultation with the Human Resources Director or a designee, the department head shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The list given

to the employee organization shall include a seniority list of the affected classes showing previously held positions. A list containing the names of the employees to be laid off shall at the same time be given to the Human Resources Director. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The official notice of layoff shall be given only by the employing department. The notice shall include:

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

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

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

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

Section 3. Reassignment

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

1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) working days of the effective date of the reassignment; and
2. If the new work location is more than 40 miles from the employee's current work location or the employee's home, whichever is closer.

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

Section 4. Employment Counseling and Referral

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

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

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

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

Section 5. Departmental Reinstatement List

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

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

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

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

D. Status on Reinstatement

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

1. Restoration of all sick leave credited to the employee's account on the date of layoff.
2. Continuation of seniority.

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

Section 6. Re-employment

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

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

Section 7. Temporary Recall

Departments may elect to recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than 30 days and not to exceed 480 full-time hours within a six-month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list. Should the temporary recall extend beyond 480 full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under Section 5.D.(4) of this Article.

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

ARTICLE XVII
DRESS CODES

The Union shall have the right to bring up Dress Code issues to the Labor Management committee as issues arise. Effective the signing of this Agreement, an employee must be given written notice for the first incident of wearing improper attire. Thereafter, the employee can be sent home with loss of pay as a result of a violation of this Article.

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

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

“Appearance Standard Dress Code – Uniforms”

- The parties agree to establish a labor/management committee to develop a uniform and corresponding policy for group counselor staff.

ARTICLE XVIII
VOLUNTARY TIME-BANK

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

A. Definition of eligible employees.

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

B. Definition of catastrophic illness or injury.

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

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

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

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

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

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

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

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

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

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

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

4. An employee may not donate leave hours which would reduce their accrued leave balances of vacation, holiday accrual, compensatory time, sick leave, or administrative leave to less than 168 hours.

5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or administrative leave.

6. Employees will use a provided form to submit donations directly to the Human Resources Department. Adjustment to donor's and recipient's paid leave balances will be made.

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

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

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

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

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

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

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

G. The Human Resources Department will:

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

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

ARTICLE XIX

APPEAL PROCEDURE
ACCIDENT REVIEW COMMITTEE

Section 1. Procedures

The following procedure shall be followed by the Accident Review Committee:

- A. The Accident Review Committee will make a determination if an accident is preventable or non-preventable in the absence of the employee.
- B. If the Accident Review Committee determines that the accident is non-preventable or operational, no appearance will be granted to an employee to appear before the committee.
- C. If the Accident Review Committee determines an accident is preventable, an employee may request an appeal to the determination and appear before the committee to present their evidence and give testimony.
- D. Appeal of Accident Review Committee Determination.
1. A notice of determination is sent to the employee by certified mail return receipt requested to their last known address if the accident is determined to be preventable. The notice of determination will include an employee's right to appeal the committee's finding. The notice requirements shall be deemed completed upon the Accident Review Committee's mailing of the notice of determination to the employee.
 2. The employee shall submit a written request for review within 10 working days following the date of the receipt.
 3. An employee is entitled to representation during the presentation of this appeal.
 4. The Accident Review Committee shall review the evidence and testimony presented by the employee(s) and/or their representative and make its final determination. The final copy of the Accident Review Committee's determination will be sent to the employee's department and their representative or the employee.
 5. If there is no appeal made within the stipulated time limits, the final copy of the Accident Review Committee's determination will be sent to the employee's department and the employee.
- E. The County will release the employee from work with pay for the actual time needed for their presentation. An employee is not entitled to preparation time or mileage paid by the County. In cases where the employee is in an outlying area, a presentation may be made by a telephone conference call with the Accident Review Committee at the employee's option.

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

ARTICLE XX
FLEXIBLE BENEFIT PROGRAM

Section 1. Establishment of the Plan

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

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

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

Section 2. Definitions

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

A. The "Administrator" means the Health Benefits Officer of the County or a designee.

B. The "Code" means the Internal Revenue Code of 1986 as from time to time amended, supplemented, or superseded by laws of similar effect.

C. The "County" means the County of Riverside, a political subdivision of the State of California and, where the context requires, the duly authorized representative thereof.

D. "Contributory Coverages" means those coverages available to employees under a Welfare Benefit Plan and dental coverage for which the County makes contributions of cash on behalf of each employee and requires a salary reduction by an employee if the cost of the coverage exceeds the County's contribution made on behalf of the employee.

E. "Effective Date" means November 20, 1986.

F. "Employee" means an individual who is a "regular employee" as referred to in Salary Ordinance No. 440, of the County.

G. "Plan Year" means the calendar year.

H. "Welfare Benefit Plan" means any employee benefit program offered pursuant to this plan. Currently, the only such plans are the major medical coverages offered on either an indemnity or prepaid basis and dental coverage, but not included are any vision, disability or accidental death or dismemberment plans which the County offers. Rights under any Welfare Benefit Plan offered pursuant to this Plan shall be determined only under the documents establishing the Welfare Benefit Plan, as amended from time to time, and which are incorporated herein by this reference.

I. "Gender and Number" means except when otherwise indicated by the context, any masculine terminology shall also include the feminine and the definition of any term in the singular shall also include the plural.

Section 3. Eligibility and Participation

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

Section 4. Benefits

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

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

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

B. Election Under Plan. Elections under Section 4.1 shall normally be made for one year periods. Once per year at the date it specifies, the County shall permit each eligible Employee to make an election between a Contributory Coverage or cash in lieu thereof, as provided under Section 4.1. An employee may only revoke their benefit election and make

a new election with respect to the remainder of the one year period to the extent permitted by the County, and only if both the revocation and the new election are on account of and are consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child and deletion of dependents). In addition, elections may also be made not later than ninety days after an Employee first becomes eligible for a Contributory Coverage. Any election made by an Employee will remain in effect until changed by the Employee.

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

D. Funding. This Plan shall be funded by County contribution of cash, and salary reduction contributions to the extent additional funds are needed by Employees in order to receive Contributory Coverage. County contributions shall be applied by the County to purchase Contributory Coverages for electing Employees or to pay them cash as provided under Section 4.1. The maximum amount of nonelective County contributions available for any Employee shall be the amount as listed on Appendix A, attached hereto, as may be amended from time to time. The maximum amount of salary that could be waived by Employees shall be the difference between the cost of the most expensive coverage available under a Welfare Benefit Plan that the Employee could select for the period in question and the nonelective County contribution made on the Employee's behalf. Each participant shall determine the amount of reduction in their salary to be used to purchase Contributory Coverages for the Plan Year, for each biweekly pay period, prior to the beginning of such Plan Year, or:

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

Section 5. Receipt of Benefits

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

B. Insurance. To the extent that insurance or prepaid benefit coverage is procured to provide any of the benefits elected by Employees pursuant to this plan, an Employee's right to such benefits shall be limited to the amounts payable by such insurance, or available under the prepaid program, and the receipt thereof shall be subject to satisfaction of all of the terms, covenants, conditions, rules and regulations of the insurer or prepaid program. The County shall not have any independent obligation or duty to provide benefits to participants to the extent that such benefits are to be provided by the insurance or

prepaid program. The County shall have the right from time to time to change the coverage's or carriers of any one or more insurance policies without written notice to Employees.

Section 6. Administrative Provisions

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

- A. To construe and interpret this Plan, to decide all questions of eligibility and participation and to determine the benefit plans and programs to be covered by this Plan;
- B. To prescribe procedures to be followed by Employees to make benefit elections pursuant to this Plan;
- C. To prepare and distribute information explaining this Plan and the benefit plans and programs covered hereby in such manner as the Administrator determines to be appropriate;
- D. To request and receive from all Employees such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- E. To furnish each Employee with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;
- F. To receive, review and keep on file such reports and information concerning the benefit plans and programs covered by this Plan as the Administrator determines from time to time to be necessary and proper; and,
- G. To appoint or employ such individuals or entities to assist in administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants.

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

Section 7. Flex Benefits Programs

The County shall contribute \$64.60 per month, on behalf of each employee and each eligible retiree and such employee's and retiree dependents enrolled in one of Riverside County employee medical and hospital plans, toward the payment of premiums for health insurance under the PEMHCA.

The PEMHCA amount payable to eligible retiree's shall increase in accordance with State law on the following schedule:

Calendar Year 2007	\$80.80
Calendar Year 2008	\$97.00

Calendar Year 2009	\$101.85
Commencing Calendar Year 2010	Amount as established by State law.

Effective November 30, 2005, the County shall contribute up to \$456.72 per month, per active employee only, toward the County's Flexible Benefit Program which includes the monthly contribution toward the PEMHCA described above and is to be used toward the eligible cafeteria plans.

For employees hired prior to February 2, 2006, the County offered hospital and medical health insurance coverage and dental is optional. However, one of the options must be taken to receive cash back. The monthly contribution toward the PEMHCA outlined above is not applicable to cash back. Employees hired after February 2, 2006 must select a County sponsored medical plan.

If monies remain after health or health and dental insurance premium deductions, said monies may be taken in cash back to the aggregate total of options selected and cash of \$456.72.

Effective November 9, 2006, the County shall contribute up to \$568.00 per month toward the eligible cafeteria plans, which includes the contribution towards PEMHCA described above, for every active employee participating in a County sponsored medical plan.

Effective November 6, 2008, the County shall contribute up to \$635.00 per month toward the eligible cafeteria plans, which includes the contribution towards PEMHCA described above, for every active employee participating in a County sponsored medical plan.

Employees waiving medical coverage shall continue to receive \$456.72 per month for the duration of this Memorandum of Understanding.

Employees electing not to take hospital and medical health insurance coverage (PEMHCA) must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a certificate of coverage, plan enrollment card, policy, etc. Notice of waiver form showing other group hospital and medical coverage shall be received by the Human Resources Department within sixty days from date of hire, and annually during open enrollment.

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

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

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

Section 8. Optical Insurance

The County provides an optical plan as an option under the County's flex benefit plan (cafeteria plan). The premium costs for optical insurance shall be made from the existing County contribution or employees contributions (no additional County contribution shall be made for this benefit in this Memorandum).

Section 9. Deferred Compensation

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

ARTICLE XXI
MODIFIED AGENCY SHOP

(The provisions of this Article are not applicable to Supervising Probation Officers, Supervising Group Supervisor/Instructors, Supervising Correctional Group Supv/Counselors)

Subject to Section 17, Dues Deduction of Employee Groups of the County Employee Relations Resolution, (99-379) upon the voluntary written authorization of representation unit employees, the County shall deduct and remit the RSA biweekly dues for members of RSA.

Current employees in the unit who are now RSA members shall remain RSA members for the period of this Memorandum of Understanding. Employees who are hired after the effective date of this Memorandum, and who are in a job classification within the representation unit of RSA covered by this Memorandum of Understanding, shall within thirty (30) days from the date of commencement of duties, become a member of RSA or pay to RSA a fee in an amount equal to RSA's biweekly dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph One (1), above. Furthermore, employees hired on or after July 3, 1986, who are in a job classification covered by this Memorandum of Understanding, shall, within thirty (30) days from the date of the signing of this Agreement, become a member of RSA or pay to RSA a fee in an amount equal to RSA's biweekly dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph One (1), above.

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

The parties agree that the obligations herein are a condition of continued employment for all unit members. The parties further agree that the failure of any unit member to remain a member in good standing of RSA or pay the equivalent of RSA dues during the term of this Memorandum of Understanding shall constitute, generally, just and

reasonable cause for termination. The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

No unit member shall be required to join RSA 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 RSA to satisfy their obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee.

Whenever a unit member shall be delinquent in the payment of dues or fees, RSA shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Employee Relations Manager. In the event the unit member fails to cure said delinquency, RSA shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws and are specifically excluded from the Grievance Procedure or termination Appeal Procedure.

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.

RSA 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 during the period following expiration of this Memorandum of Understanding and prior to entering into a successor agreement containing the same provision for organizational security. Additionally, the organizational security arrangement shall be null and void if rescinded by a vote of employees affected in the unit pursuant to Government Code Section 3502.5(b).

RSA 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.

RSA's indemnity obligation is more fully set forth as follows: RSA 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, RSA 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 RSA shall not diminish RSA's indemnification obligations under this Memorandum.

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

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

ARTICLE XXII
MAINTENANCE OF MEMBERSHIP
(Supervisory)

Employees in a Supervisory classification, who are members of RSA, shall remain members during the period covered by this Memorandum of Understanding. Such employees may withdraw during the month of April of any year as described below.

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

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

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

ARTICLE XXIII
SEPARABILITY

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

ARTICLE XXIV
PROMOTIONAL PROCEDURE
DEPUTY PROBATION OFFICER

Section 1. Examination Process

A. The examination process for Senior Probation Officer and Supervising Probation Officer shall include a written examination administered by the Human Resources Department with a weight of 35 points, an oral examination conducted by the Probation Department with a weight of 50 points and an overall evaluation on promotability conducted by the Probation Department with weight of 15 points which shall be weighted five (5) points for cross department experience; four (4) points for education which includes courses taken beyond the 40 hours of required continuous education, and for advanced university degrees; four (4) points for above average performance evaluations; two (2) points for length of continuous service above the minimum qualifications required for the position. There shall be no pass/fail test scores.

B. The Probation Department will compute the final combined, weighted score for the examination process for each candidate, based on the three (3) elements of the process described above. The County shall give out scores to the individual employee applicant upon request.

C. The County shall make every effort with respect to the written promotional examination to provide source or reference material from which the questions and answers have been derived and shall communicate it to the candidates at the time of the examination announcement.

Section 2. Interview Panel

The interview panel shall consist of departmental and County representatives, one participant selected from outside the Agency and an observer from the County Human Resources Department.

Section 3. Selection

The first selection for each position appointment to be filled shall be made from the top six (6) candidates, (including all persons tied for the sixth position) of those available for the assignment, whichever is greater.

ARTICLE XXV BULLETIN BOARDS

Space may be made available to RSA on departmental bulletin boards within representation unit provided such use is reasonable. Notices shall be dated and signed by a RSA representative. The privilege does not extend to the individual members of an organization.

The posting and removal of bulletin board material must be maintained in a timely fashion. The County, through the Employee Relations Manager, reserves the right to suspend or cancel bulletin board privileges for abuse.

ARTICLE XXVI
COMPENSATION AND BENEFIT INCREASES

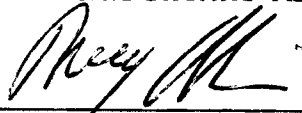
WAGES:

Effective February 2, 2006	6.0% increase for all Probation Officer classifications 4.0% increase for all Group Counselor/Instructor classifications
Effective July 20, 2006	6.0% increase for all Probation Officer classifications 174.0% increase for all Group Counselor/Instructor classifications
Effective August 2, 2007	3.0% increase for all classifications
Effective July 31, 2008	3.0% increase for all classifications

Signed this 7th day of February 2006, at Riverside

County, California

For Riverside Sheriffs' Association



Doug Olins, RSA Chief Negotiator



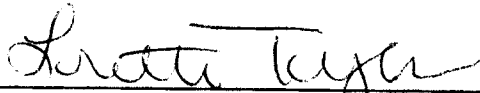
Pat McNamara, RSA President



Dan Cline, Committee Member



Kevin Nelson, Committee Member



Loretta Taylor, Committee Member



Paul Collins, Committee Member

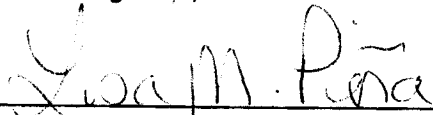
For County of Riverside



Tom Prescott, Chief Negotiator



Craig Cass, Committee Member



Lisa Pina, Committee Member

RATIFICATION DOCUMENTS



**RIVERSIDE SHERIFFS' ASSOCIATION, INC.
PUBLIC SAFETY UNIT**

6215 River Crest Drive, Suite A
Riverside, CA 92507
(951) 653-5152
FAX (951) 653-1943
(800) 655-4772
RSA Benefits Trust (951) 653-8014
RSA Legal Defense Trust (951) 653-0130

www.rcdsa.org

RSA/PSU NEGOTIATING TEAM

Chief Negotiator, Doug Olins, Esq.
RSA President, Pat McNamara
Deputy Probation Officer, Paul Collins
Supervising Probation Officer, Dan Cline
Group Counselor, Kevin Nelson
Supervising Group Counselor, Loretta Taylor
RSA Executive Director, James Cunningham

RSA STAFF

Office Administrator Judy Ford
Executive Administrative Assistant Connie Collins
Legal Administrative Assistant Tanya Conrad
Benefits Specialist Sarah Joy Salazar
Receptionist Christina Hurtado
RSA Chaplain Broviak

Accounting Representative Lesley Garcia
Field Representative Jeff Byrd
Benefits Manager Lynne Cihlar
Benefits Assistant Linda Gartley
RSA Publisher Mary Halstrum
Office Assistant Maegan Svader

**RESOLUTION
OF THE RIVERSIDE SHERIFFS' ASSOCIATION
BOARD OF DIRECTORS**



Successor Memorandum of Understanding with
The County of Riverside for the Public Safety Bargaining Unit
(Covers 2006 through 2009)

Resolution No. BR2006-02-05

Title / Description

Whereas, The Current Memorandum of Understanding (MOU) between the Public Safety Bargaining (PSU) Unit expired as of January 31, 2006; and

Whereas, The Collective Bargaining Committee (CBC) for the PSU has engaged in diligent discussions with the County of Riverside since November 28 2005, in an effort to secure a successor MOU for the Unit; and

Whereas, The many hours of discussion, deliberation, proposals and counter-proposals between the parties has resulted in a Tentative Agreement (TA) being signed by the parties on February 7, 2006; and

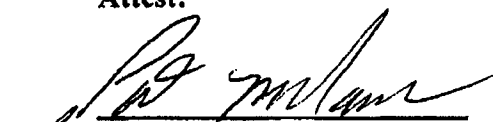
Whereas, The CBC believes that the tentative agreement represents important and meaningful improvements to wages and benefits for members of the Public Safety Unit and recommends approval of said agreement by the Board of Directors and subsequent ratification by the Bargaining Unit membership. Now, therefore be it

Resolved, by the Board of Directors of the Riverside Sheriffs' Association that it hereby approves and adopts the recommendation of the CBC thereby approving the tentative agreement signed on February 7, 2006. Be it

Resolved Further, that it is hereby ordered and directed that the Association President and Executive Director immediately present the Tentative Agreement (copy attached), to the PSU membership for review and possible ratification by the membership.

This Resolution was adopted upon a motion by Director Faver D, which was duly seconded by Director Royes, and a Unanimous vote of a quorum of Directors, during a duly convened meeting of the Board of Directors held this 8th of February 2006, at the corporate office of the Association - 6215 Rivercrest Drive, Ste "A", Riverside, Ca. 92507.

Attest:



Bob McMurrich, Secretary



**RIVERSIDE SHERIFFS' ASSOCIATION
PUBLIC SAFETY UNIT**



**RATIFICATION VOTE ON TENTATIVE AGREEMENT DATED FEBRUARY 7, 2006
FOR A SUCCESSOR MOU FOR THE TERM OF FEBRUARY 1, 2006 TO JANUARY 31, 2009**

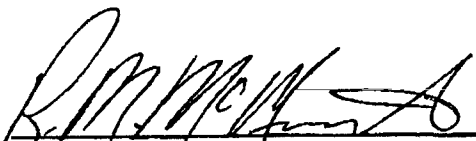
Total Ballots Mailed:	491	100.00%
Total Ballots Returned:	200	40.7%
Ballots not Returned:	<u>291</u>	59.3%
Total Votes Cast:	200	40.7%
Votes to Approve:	197	98.5%
Votes to Reject:	2	1.0%
Disqualified:	<u>1</u>	0.5%

I hereby certify that the above information is true and accurate and reflects the results of the ratification vote on the above referenced Tentative Agreement between the RSA – Public Safety Unit and County of Riverside's; Vote conducted from February 7, 2006 to February 28, 2006.

Based on the aforementioned results I declare the tentative agreement:

- Approved By Membership (Ratified)

- Rejected By Membership (Failed Ratification)


Robert McMurrich, Secretary
Riverside Sheriffs' Association

2-28-06
Date





COUNTY OF RIVERSIDE, CALIFORNIA

Human Resource Department
County Administration Center
4080 Lemon Street, 1st Floor
Riverside CA 92502
(951) 955-3500
FAX (951) 955-3523

hrdept@co.riverside.ca.us

COUNTY OF RIVERSIDE NEGOTIATING TEAM

Chief Negotiator, Thomas Prescott
Committee Member, Craig Cass
Committee Member, Lisa Pina

721

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Human Resources Department

SUBMITTAL DATE:
February 27, 2006

SUBJECT: Approval of the 2006 - 2009 Memorandum of Understanding with Riverside Sheriffs Association (RSA) for the Public Safety Unit.

RECOMMENDED MOTION: That the Board of Supervisors approve the attached 2006 - 2009 Memorandum of Understanding between the Riverside Sheriffs Association and the County of Riverside (Attachment B).

BACKGROUND: RSA asked to open negotiations for a new Memorandum of Understanding. Discussions started on November 28, 2005 and eight (8) bargaining session were held. A tentative agreement for a new three (3) year Memorandum of Understanding, covering 2006 through 2009, was reached on February 7, 2006. RSA has advised us that the agreement was ratified by ballot of the represented members.

A summary of the key elements of the Memorandum of Agreement is attached (Attachment A).


Ronald W. Komers
Asst. County Executive Officer/Human Resources Dir.

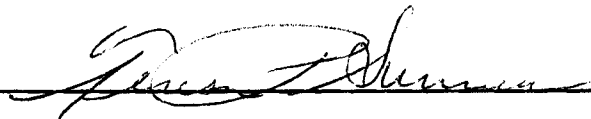
FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,427,614	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 438,277	Budget Adjustment:	YES
	Annual Net County Cost:	\$ 438,277	For Fiscal Year:	2005/06

SOURCE OF FUNDS: Department Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

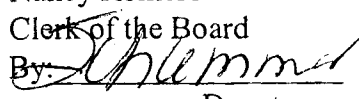
County Executive Office Signature



MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Wilson, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Wilson and Ashley
Nays: None
Absent: Tavaglione
Date: March 7, 2006
xc: HR, RSA, Co.Co., Auditor

Nancy Romero
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.:

District:

Agenda Number:

644 --- 3 . 10

Dep't Recomm.: Policy
Per Exec. Ofc.: Policy
 Consent
 Consent

BACKGROUND (continued)

The Memorandum of Understanding recognizes that employees in the Public Safety Unit have lagged significantly behind the prevailing market wage for several years. This wage discrepancy was causing recruiting and retention problems for the Probation Department. To address this concern a significant first year wage adjustment was included in the Memorandum of Understanding. Thereafter, reasonable salary enhancements for the remainder of the term of the Memorandum of Understanding were provided to members of the Public Safety Unit.

The Memorandum of Understanding also provides the Public Safety Unit parity in flexible benefit contributions with other represented units. At a time when the cost of health care is rising, granting increases in medical benefits to provide employees with the ability to pay for medical coverage is a prudent and cost effective course of action.

We recommend approval of the Memorandum of Understanding. Costs for the contract will be borne by the Probation Department.

lele

REFERENCE SECTION

(Information included in this section is for reference only)

**MEYERS-MILIAS-BROWN
ACT**

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 3500-3511

3500. (a) It is the purpose of this chapter to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between public employers and public employee organizations. It is also the purpose of this chapter to promote the improvement of personnel management and employer-employee relations within the various public agencies in the State of California by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and be represented by those organizations in their employment relationships with public agencies. Nothing contained herein shall be deemed to supersede the provisions of existing state law and the charters, ordinances, and rules of local public agencies that establish and regulate a merit or civil service system or which provide for other methods of administering employer-employee relations nor is it intended that this chapter be binding upon those public agencies that provide procedures for the administration of employer-employee relations in accordance with the provisions of this chapter. This chapter is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees and the public agencies by which they are employed.

(b) The Legislature finds and declares that the duties and responsibilities of local agency employer representatives under this chapter are substantially similar to the duties and responsibilities required under existing collective bargaining enforcement procedures and therefore the costs incurred by the local agency employer representatives in performing those duties and responsibilities under this chapter are not reimbursable as state-mandated costs.

3500.5. This chapter shall be known and may be cited as the "**Meyers-Milias-Brown Act.**"

3501. As used in this chapter:

(a) "Employee organization" means any organization which includes employees of a public agency and which has as one of its primary purposes representing those employees in their relations with that public agency.

(b) "Recognized employee organization" means an employee organization which has been formally acknowledged by the public agency as an employee organization that represents employees of the public agency.

(c) Except as otherwise provided in this subdivision, "public agency" means every governmental subdivision, every district, every public and quasi-public corporation, every public agency and public service corporation and every town, city, county, city and county and municipal corporation, whether incorporated or not and whether chartered or not. As used in this chapter, "public agency" does not mean a school district or a county board of education or a county superintendent of schools or a personnel commission in a school district having a merit system as provided in Chapter 5 (commencing with Section 45100) of Part 25 and Chapter 4 (commencing with Section 88000) of Part 51 of the Education Code or the State of California.

(d) "Public employee" means any person employed by any public agency, including employees of the fire departments and fire services of counties, cities, cities and counties, districts, and other political subdivisions of the state, excepting those persons elected by popular vote or appointed to office by the Governor of this state.

(e) "Mediation" means effort by an impartial third party to assist in reconciling a dispute regarding wages, hours and other terms and conditions of employment between representatives of the public agency and the recognized employee organization or recognized employee organizations through interpretation, suggestion and advice.

(f) "Board" means the Public Employment Relations Board established pursuant to Section 3541.

3501.5. As used in this chapter, "public agency" does not mean a superior court or municipal court.

3502. Except as otherwise provided by the Legislature, public employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public agency.

3502.5. (a) Notwithstanding Section 3502 or 3502.6, or any other provision of this chapter, or any other law, rule, or regulation, an agency shop agreement may be negotiated between a public agency and a recognized public employee organization which has been recognized as the exclusive or majority bargaining agent pursuant to reasonable rules and regulations, ordinances, and enactments, in accordance with this chapter. As used in this chapter, "agency shop" means an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.

(b) In addition to the procedure prescribed in subdivision (a), an agency shop arrangement between the public agency and a recognized employee organization that has been recognized as the exclusive or majority bargaining agent shall be placed in effect, without a negotiated agreement, upon (1) a signed petition of 30 percent of the employees in the applicable bargaining unit requesting an agency shop agreement and an election to implement an agency fee arrangement, and (2) the approval of a majority of employees who cast ballots and vote in a secret ballot election in favor of the agency shop agreement. The petition may only be filed after good faith negotiations, not to exceed 30 days, have taken place between the parties in an effort to reach agreement. An election that may not be held more frequently than once a year shall be conducted by the Division of Conciliation of the Department of Industrial Relations in the event that the public agency and the recognized employee organization cannot agree within 10 days from the filing of the petition to select jointly a neutral person or entity to conduct the election. In the event of an agency fee arrangement outside of an agreement that is in effect, the recognized employee organization shall indemnify and hold the public agency harmless against any liability arising from any claims, demands, or other action relating to the public agency's compliance with the agency fee obligation.

(c) Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee

organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the public agency and the public employee organization, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

(d) An agency shop provision in a memorandum of understanding that is in effect may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit; (2) the vote is by secret ballot; (3) the vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one vote taken during that term. Notwithstanding the above, the public agency and the recognized employee organization may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement. The procedures in this subdivision are also applicable to an agency shop agreement placed in effect pursuant to subdivision (b).

(e) An agency shop arrangement shall not apply to management, confidential, or supervisory employees.

(f) Every recognized employee organization that has agreed to an agency shop provision or is a party to an agency shop arrangement shall keep an adequate itemized record of its financial transactions and shall make available annually, to the public agency with which the agency shop provision was negotiated, and to the employees who are members of the organization, within 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 principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this chapter, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the public agency with a copy of the financial reports.

3503. Recognized employee organizations shall have the right to represent their members in their employment relations with public agencies. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership. Nothing in this section shall prohibit any employee from appearing in his own behalf in his employment relations with the public agency.

3504. The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

3504.5. Except in cases of emergency as provided in this section, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.

In cases of emergency when the governing body or such boards and commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

3505. The governing body of a public agency, or such boards, commissions, administrative officers or other representatives as may be properly designated by law or by such governing body, shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of such recognized employee organizations, as defined in subdivision (b) of Section 3501, and shall consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a determination of policy or course of action.

"Meet and confer in good faith" means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule, regulation, or ordinance, or when such procedures are utilized by mutual consent.

3505.1. If agreement is reached by the representatives of the public agency and a recognized employee organization or recognized employee organizations, they shall jointly prepare a written memorandum of such understanding, which shall not be binding, and present it to the governing body or its statutory representative for determination.

3505.2. If after a reasonable period of time, representatives of the public agency and the recognized employee organization fail to reach agreement, the public agency and the recognized employee organization or recognized employee organizations together may agree upon the appointment of a mediator mutually agreeable to the parties.

Costs of mediation shall be divided one-half to the public agency and one-half to the recognized employee organization or recognized employee organizations.

3505.3. Public agencies shall allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation.

3505.4. If after meeting and conferring in good faith, an impasse has been reached between the public agency and the recognized employee organization, and impasse procedures, where applicable, have been exhausted, a public agency that is not required to proceed to interest arbitration may implement its last, best, and final offer, but shall not implement a memorandum of understanding. The unilateral implementation of a public agency's last, best, and final offer shall not deprive a recognized employee organization of the right each year to meet and confer on matters within the scope of representation, whether or not those matters are included in the unilateral implementation, prior to the adoption by the public agency of its annual budget, or as otherwise required by law.

3506. Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights under Section 3502.

3507. A public agency may adopt reasonable rules and regulations after consultation in good faith with representatives of an employee organization or organizations for the administration of employer-employee relations under this chapter (commencing with Section 3500).

Such rules and regulations may include provisions for (a) verifying that an organization does in fact represent employees of the public agency (b) verifying the official status of employee organization officers and representatives (c) recognition of employee organizations (d) exclusive recognition of employee organizations formally recognized pursuant to a vote of the employees of the agency or an appropriate unit thereof, subject to the right of an employee to represent himself as provided in Section 3502 (e) additional procedures for the resolution of disputes involving wages, hours and other terms and conditions of employment (f) access of employee organization officers and representatives to work locations (g) use of official bulletin boards and other means of communication by employee organizations (h) furnishing nonconfidential information pertaining to employment relations to employee organizations (i) such other matters as are necessary to carry out the purposes of this chapter.

Exclusive recognition of employee organizations formally recognized as majority representatives pursuant to a vote of the employees may be revoked by a majority vote of the employees only after a period of not less than 12 months following the date of such recognition.

No public agency shall unreasonably withhold recognition of employee organizations.

3507.1. (a) Unit determinations and representation elections shall be determined and processed in accordance with rules adopted by a public agency in accordance with this chapter. In a representation election, a majority of the votes cast by the employees in the appropriate bargaining unit shall be required.

(b) Notwithstanding subdivision (a) and rules adopted by a public agency pursuant to Section 3507, a bargaining unit in effect as of the effective date of this section shall continue in effect unless changed under the rules adopted by a public agency pursuant to Section 3507.

3507.3. Professional employees shall not be denied the right to be represented separately from nonprofessional employees by a professional employee organization consisting of such professional employees. In the event of a dispute on the appropriateness of a unit of

representation for professional employees, upon request of any of the parties, the dispute shall be submitted to the Division of Conciliation of the Department of Industrial Relations for mediation or for recommendation for resolving the dispute.

"Professional employees," for the purposes of this section, means employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, attorneys, physicians, registered nurses, engineers, architects, teachers, and the various types of physical, chemical, and biological scientists.

3507.5. In addition to those rules and regulations a public agency may adopt pursuant to and in the same manner as in Section 3507, any such agency may adopt reasonable rules and regulations providing for designation of the management and confidential employees of the public agency and restricting such employees from representing any employee organization, which represents other employees of the public agency, on matters within the scope of representation. Except as specifically provided otherwise in this chapter, this section does not otherwise limit the right of employees to be members of and to hold office in an employee organization.

3508. (a) The governing body of a public agency may, in accordance with reasonable standards, designate positions or classes of positions which have duties consisting primarily of the enforcement of state laws or local ordinances, and may by resolution or ordinance adopted after a public hearing, limit or prohibit the right of employees in these positions or classes of positions to form, join, or participate in employee organizations where it is in the public interest to do so. However, the governing body may not prohibit the right of its employees who are full-time "peace officers" as that term is defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, to join or participate in employee organizations which are composed solely of those peace officers, which concern themselves solely and exclusively with the wages, hours, working conditions, welfare programs, and advancement of the academic and vocational training in furtherance of the police profession, and which are not subordinate to any other organization.

(b) (1) This subdivision shall apply only to a county of the seventh class.

(2) For the purposes of this section, no distinction shall be made between a position designated as a peace officer position by Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code at the time of the enactment of the 1971 amendments to this section, and a welfare fraud investigator or inspector position designated as a peace officer position by any amendment to that Chapter 4.5 at any time after the enactment of the 1971 amendments to this section.

(3) It is the intent of this subdivision to overrule San Bernardino County Sheriff's Etc. Assn. v. Board of Supervisors (1992) 7 Cal.App.4th 602, 611, with respect to San Bernardino County designating a welfare fraud investigator or inspector as a peace officer under this section.

(c) The right of employees to form, join and participate in the activities of employee organizations shall not be restricted by a public agency on any grounds other than those set forth in this section.

3508.5. (a) Nothing in this chapter shall affect the right of a public employee to authorize a dues or service fees deduction from his or her salary or wages pursuant to Section 1157.1, 1157.2, 1157.3, 1157.4, 1157.5, or 1157.7.

(b) A public employer shall deduct the payment of dues or service fees to a recognized employee organization as required by an agency shop arrangement between the recognized employee organization and the public employer.

(c) Agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the public employer and the recognized employee organization.

3509. (a) The powers and duties of the board described in Section 3541.3 shall also apply, as appropriate, to this chapter and shall include the authority as set forth in subdivisions (b) and (c).

(b) A complaint alleging any violation of this chapter or of any rules and regulations adopted by a public agency pursuant to Section 3507 shall be processed as an unfair practice charge by the board. The initial determination as to whether the charge of unfair practice is justified and, if so, the appropriate remedy necessary to effectuate the purposes of this chapter, shall be a matter within the exclusive jurisdiction of the board. The board shall apply and interpret unfair labor practices consistent with existing judicial interpretations of this chapter.

(c) The board shall enforce and apply rules adopted by a public agency concerning unit determinations, representation, recognition, and elections.

(d) Notwithstanding subdivisions (a) to (c), inclusive, the employee relations commissions established by, and in effect for, the County of Los Angeles and the City of Los Angeles pursuant to Section 3507 shall have the power and responsibility to take actions on recognition, unit determinations, elections, and unfair practices, and to issue determinations and orders as the employee relations commissions deem necessary, consistent with and pursuant to the policies of this chapter.

(e) This section shall not apply to employees designated as management employees under Section 3507.5.

(f) Implementation of this section is subject to the appropriation of funds for this purpose in the annual Budget Act.

(g) This section shall become operative on July 1, 2001.

3510. (a) The provisions of this chapter shall be interpreted and applied by the board in a manner consistent with and in accordance with judicial interpretations of this chapter.

(b) The enactment of this chapter shall not be construed as making the provisions of Section 923 of the Labor **Code** applicable to public employees.

3511. The changes made to Sections 3501, 3507.1, and 3509 of the **Government Code** by legislation enacted during the 1999-2000 Regular Session of the Legislature shall not apply to persons who are peace officers as defined in Section 830.1 of the **Penal Code**.

PROCEDURAL BILL OF RIGHTS ACT

(POBRA)

PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ACT

History: California was the first state to enact a peace officers bill of rights act: California's act is often referred to as "POBR," "AB301," "Officers Bill of Rights" and similar names. The Public Safety Officers Procedural Bill of Right Act will be referred to as either "POBR" or "the Act." It was effective January 1, 1977. The concept originated around 1974 and involved the LAPD Police Protective League and PORAC. The largest supporter of POBR was the ACLU. The bill was signed into law by Governor Jerry Brown.

Opponents to POBR were CPOA, cities and counties, Cal Chiefs, the State Sheriff's Association and the California League of Cities. Opposition to POBR continues even today; the Act is constantly under attack.

Changes to the Act occurred over the years which have affected its interpretation. Many people know it exists but do not know how important it is. How the Act is applied depends on agency structure and the I.A. process it follows.

The California Supreme Court decided that POBR applies to all employing entities, regardless whether they are charter law or general law cities or counties

POBR consists of Sections 3300-3311, Chapter 9.7, Division 4, Title 1, of the Government Code. Added in 1976 and amended in 1977, 1978, 1979, 1980, 1982, 1983, 1989, 1990, 1994, 1997, 1998, 1999 and 2000.

3300. Short title

This chapter is known and may be cited as the Public Safety Officers Procedural Bill of Rights Act.

3301. Definition; legislative findings and declaration

or purposes of this chapter, the term public safety officer means all peace officers specified in Sections 830.1, 830.2, 830.3, 830.31, 830.32, 830.33, except subdivision (e), 830.34, 830.35, except subdivision (c), 830.36, 830.37, 830.38, 830.4 and 830.5 of the Penal Code.

The legislature hereby finds and declares that the rights and protections provided to peace officers under this chapter constitute a matter of statewide concern. The legislature further finds and declares that effective law enforcement depends upon the maintenance of stable employer-employee relations, between public safety employees and their employers. In order to assure that stable relations are continued throughout the state and to further assure that effective services are provided to all people of the state, it is necessary that this chapter be applicable to all public safety officers, as defined in this section, wherever situated within the State of California.

3302. Political activity; membership on school board

(a) Except as otherwise provided by law, or whenever on duty or in uniform, no public safety officer shall be, prohibited from engaging, or be coerced or required to engage, in political activity.

(b) No public safety officer shall be prohibited from seeking election to, or serving as a member of, the governing board of a school district.

3303. Investigations and interrogations; conduct; conditions; admissibility of statements; representation; reassignment

When any public safety officer is under investigation and subjected to interrogation by his or her commanding officer, or any other member of the employing public safety department, that could lead to punitive action, the interrogation shall be conducted under the following conditions. For the purpose of this chapter, punitive action means any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, or during the normal waking hours for the public safety officer, unless the seriousness of the investigation requires otherwise. If the interrogation does occur during off-duty time of the public safety officer being interrogated, the public safety officer shall be compensated for any off duty time in accordance with regular department procedures, and the public safety officer shall not be released from employment for any work missed.

(b) The public safety officer under investigation shall be informed prior to the interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the public safety officer under interrogation shall be asked by and through no more than two interrogators at one time.

(c) The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation.

(d) The interrogating session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her own personal physical necessities.

(e) The public safety officer under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the public safety officer under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.

(f) No statement made during interrogation by a public safety officer under duress, coercion, or threat of punitive action shall be admissible in any subsequent civil proceeding. This subdivision is subject to the following qualifications:

(1) This subdivision shall not limit the use of statements made by a public safety officer when the employing public safety department is seeking civil sanctions against any

public safety officer, including disciplinary action brought under Section 19572.

(2) This subdivision shall not prevent the admissibility of statements made by the public safety officer under interrogation in any civil action, including administrative actions, brought by that public safety officer, or that officer's exclusive representative, arising out of a disciplinary action.

(3) This subdivision shall not prevent statements made by a public safety officer under interrogation from being used to impeach the testimony of that officer after an in camera review to determine whether the statements serve to impeach the testimony of the officer.

(4) This subdivision shall not otherwise prevent the admissibility of statements made by a public safety officer under interrogation if that officer subsequently is deceased.

(g) The complete interrogation of a public safety officer may be recorded. If a tape recording is made of the interrogation, the public safety officer shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The public safety officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports that are deemed to be confidential may be entered in the officer's personnel file. The public safety officer being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

(h) If prior to or during the interrogation of a public safety officer it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights.

(i) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that are likely to result in punitive action against any public safety officer, that officer, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters.

This section shall not apply to any interrogation of a public safety officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other public safety officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

(j) No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his her department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

3304. Lawful exercise of rights; insubordination; administrative appeal; limitation period for investigations; exceptions; effect of pre-disciplinary response or grievance procedures; reopening investigations

(a) No public safety officer shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter, or the exercise of any rights under any existing administrative grievance procedure.

Nothing in this section shall preclude a head of an agency from ordering a public safety officer to cooperate with other agencies involved in criminal investigations. If an officer fails to comply with such an order, the agency may officially charge him or her with insubordination.

(b) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by any public agency against any public safety officer who has successfully completed the probationary period that may be required by his or her employing agency without providing the public safety officer with an opportunity for administrative appeal.

(c) No chief of police may be removed by a public agency, or appointing authority, without providing the chief of police with written notice and the reason or reasons therefore and an opportunity for administrative appeal.

For purposes of this subdivision, the removal of a chief of police by a public agency or appointing authority, for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons."

Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police.

(d) Except as provided in this subdivision and subdivision (g), no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. This one year limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 1998. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the public safety officer of its proposed disciplinary action within that year, except in any of the following circumstances:

(1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one year time period.

(2) If the public safety officer waives the one year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.

(3) If the investigation is a multi-jurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.

(4) If the investigation involves more than one employee and requires a reasonable extension.

(5) If the investigation involves an employee who is incapacitated or otherwise unavailable.

(6) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one year time period shall be tolled while that civil action is pending.

(7) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.

(8) If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.

(e) Where a pre-disciplinary response or grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.

(f) If, after investigation and any pre-disciplinary response or procedure, the public agency decides to impose discipline, the public agency shall notify the public safety officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.

(g) Notwithstanding the one year time period specified in subdivision (c), an investigation may be reopened against a public safety officer if both of the following circumstances exist:

(1) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.

(2) One of the following conditions exist:

(A) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency.

(B) The evidence resulted from the public safety officer's pre-disciplinary response or procedure.

(h) For those members listed in subdivision (a) of Section 830.2 of the Penal Code, the 30-day time period provided for in subdivision (e) shall not commence with the service of a preliminary notice of adverse action, should the public agency elect to provide the public safety officer with such a notice.

3304.5. Public safety officers; administrative appeals; procedures

An administrative appeal instituted by a public safety officer under this chapter shall be conducted in conformance with rules and procedures adopted by the local public agency.

3305. Comments adverse to interest; entry in personnel file or in other record; opportunity to read and sign instrument; refusal to sign

No public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on that document, and signed or initialed by such officer.

3306. Response to adverse comment entered in personnel file; time

A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

3306.5. Public safety officers: personnel records

(a) Every employer shall, at reasonable times and at reasonable intervals, upon the request of a public safety officer, during usual business hours, with no loss of compensation to the officer, permit that officer to inspect personnel files that are used or have been used to determine that officer's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action.

(b) Each employer shall keep each public safety officer's personnel file or a true and correct copy thereof, and shall make the file or copy thereof available within a reasonable period of time after a request therefor by the officer.

(c) If, after examination of the officer's personnel file, the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the officer describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this subdivision shall become part of the personnel file of the officer.

(d) Within 30 calendar days of receipt of a request made pursuant to subdivision (c), the employer shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. If the employer refuses to grant the request, in whole or in part, the employer shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the officer.

3307. Lie detector test; right to refuse; effect

(a) No public safety officer shall be compelled to submit to a lie detector test against his will. No disciplinary action or other recrimination shall be taken against a public safety

officer refusing to submit to a lie detector test, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the public safety officer refused to take a lie detector test, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the public safety officer refused to take or was subjected to a lie detector test.

(b) For the purpose of this section, "lie detector" means a polygraph, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

3307.5. Photograph or identity; internet use

(a) No public safety officer shall be required as a condition of employment by his or her employing public safety department or other public agency to consent to the use of his or her photograph or identity as a public safety officer on the Internet for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to that officer or his or her family.

(b) Based upon his or her reasonable belief that the disclosure of his or her photograph or identity as a public safety officer on the Internet as described in subdivision (a) may result in a threat, harassment, intimidation, or harm, the officer may notify the department or other public agency to cease and desist from that disclosure. After the notification to cease and desist, the officer, a district attorney, or a United States Attorney may seek an injunction prohibiting any official or unofficial use by the department or other public agency on the Internet of his or her photograph or identity as a public safety officer. The court may impose a civil penalty in an amount not to exceed five hundred dollars (\$500) per day commencing two working days after the date of receipt of the notification to cease and desist.

3308. Financial disclosure; right to refuse; exceptions

No public safety officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his official duties, or is necessary for the employing agency to ascertain the desirability of assigning the public safety officer to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

3309. Search of locker or storage space; consent; search warrant

No public safety officer shall have his locker, or other space for storage that may be assigned to him searched except in his presence, or with his consent, or unless a valid search warrant has been obtained or where he has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the employing agency.

3309.5 Local public safety officers; applicability of chapter; violations; jurisdiction; remedies

(a) It shall be unlawful for any public safety department to deny or refuse to any public safety officer the rights and protections guaranteed to them by this chapter.

(b) The superior court shall have initial jurisdiction over any proceeding brought by any public safety officer against any public safety department for alleged violations of this chapter.

(c)(1) In any case where the superior court finds that a public safety department has violated any of the provisions of this chapter, the court shall render appropriate injunctive or other extraordinary relief to remedy the violation and to prevent future violations of a like or similar nature, including, but not limited to, the granting of a temporary restraining order, preliminary, or permanent injunction prohibiting the public safety department from taking any punitive action against the public safety officer.

(2) If the court finds that a bad faith or frivolous action or a filing for an improper purpose has been brought pursuant to this chapter, the court may order sanctions against the party filing the action, the party filing the action, the parties attorney, or both pursuant to Sections 128.6 and 128.7 of the Code of Civil Procedure. Those sanctions may include, but not be limited to, reasonable expenses, including attorney's fees, incurred by a public safety department, as the court deems appropriate. Nothing in this paragraph is intended to subject actions or filings under this section to rules or standards that are different from those applicable to other civil actions or filings subject to Section 128.6 or 128.7 of the Code of Civil Procedure.

(d) In addition to the extraordinary relief afforded by this chapter, upon a finding by a superior court that a public safety department, its employees, agents, or assigns, with respect to acts taken within the scope of employment, maliciously violated any provision of this chapter with the intent to injure the public safety officer, the public safety department shall, for each and every violation, be liable for a civil penalty not to exceed twenty-five thousand dollars (\$25,000) to be awarded to the public safety officer whose right or protection was denied and for reasonable attorney's fees as may be determined by the court. If the court so finds, and there is sufficient evidence to establish actual damages suffered by the officer whose right or protection was denied, the public safety department shall also be liable for the amount of the actual damages. Notwithstanding these provisions, a public safety department may not be required to indemnify a contractor for the contractor's liability pursuant to this subdivision if there is, within the contract between the public safety department and the contractor, a "hold harmless" or similar provision that protects the public safety department from liability for the actions of the contractor. An individual shall not be liable for any act for which a public safety department is liable under this section.

3310. Procedures of public agency providing same rights or protections; application of chapter

Any public agency which has adopted, through action of its governing body or its official designee, any procedure which at a minimum provides to peace officers the same rights or protections as provided pursuant to this chapter shall not be subject to this chapter with regard to such a procedure.

3311. Mutual aid agreements; effect of chapter upon

Nothing in this chapter shall in any way be construed to limit the use of any public safety agency or any public safety officer in the fulfilling of mutual aid agreements with other jurisdictions or agencies, nor shall this chapter be construed in any way to limit any jurisdictional or interagency cooperation under any circumstances where such activity is deemed necessary or desirable by the jurisdictions or the agencies involved.

3312. American flag pins or items containing the American flag; prohibition on punitive action against officers for wearing pins or display of items; exception

Notwithstanding any other provision of law, the employer of a public safety officer may not take any punitive action against an officer for wearing a pin or displaying any other item containing the American flag, unless the employer gives the officer written notice that includes all of the following:

(a) A statement that the officer's pin or other item violates an existing rule, regulation, policy, or local agency agreement or contract regarding the wearing of a pin, or the displaying of any other item, containing the American flag.

(b) A citation to the specific rule, regulation, policy, or local agency agreement or contract that the pin or other item violates.

(c) A statement that the officer may file an appeal against the employer challenging the alleged violation pursuant to applicable grievance or appeal procedures adopted by the department or public agency that otherwise comply with existing law.

NON-WAIVER STATEMENT

NON-WAIVER STATEMENT

RIVERSIDE SHERIFFS' ASSOCIATION

LEGAL DEFENSE RULES

Always consult with an association representative/lawyer before responding to any report, letter, memo, and/or questions concerning an investigation which could possibly lead to punitive action. If ordered to do so ask to have it recorded and read the following:

NON-WAIVER STATEMENT

"I have been refused the right to have a representative of my choice. I understand that I am being ordered to make a report or answer questions and that if I do not comply with the order, I may be disciplined for insubordination.

Therefore, I have no alternative but to abide by the order. However, by so doing, I do not waive my Constitutional rights to remain silent under the 5th and 14th Amendments to the United States Constitution and under the protections afforded me under state law."

See: Watson V. County of Riverside 976F.SUPP 951 (1997)

24 Hour Legal Defense

1 800 877-7317

X

LOOKING OUT FOR YOURSELF

***Ten Rules Of Engagement In The Internal
Investigatory And Disciplinary Process***

By Micheal P. Stone, Esq.

GENERAL COUNSEL TO THE
RSA LEGAL DEFENSE TRUST

TEN RULES OF ENGAGEMENT IN THE INTERNAL INVESTIGATORY AND DISCIPLINARY PROCESS

The rights you have as a California peace officer were established after years of effort by many who wanted to see that law enforcement officers in this State would be free from abusive, arbitrary and unfair treatment by overzealous or politically motivated officials in internal discipline matters. You will not benefit from these protections unless you exercise the rights provided for you. Many of the rights in the Bill of Rights Act pertain to "interrogations" which "could lead to punitive action". Anytime you find yourself in this predicament, immediately demand to consult with a knowledgeable representative, before you answer any questions. Always take the time to contact your association or legal counsel for assistance and information. You owe it to yourself.

I wrote these rules many years ago and they have been modified over time as changes in law have occurred. The advice herein comes from thirty-four years with law enforcement, twenty-two of them devoted almost exclusively to defending men and women in our profession. Please take them seriously.

LOOKING OUT FOR YOURSELF-2001

If you assume that you should approach an internal affairs interview with your guard down and appear at the appointed time without a competent representative, you are embarking upon a perilous journey full of unseen and unappreciated risks and hazards. Let's all be clear on one point: *any* internal affairs interrogation is an *adversary* procedure.¹ Internal affairs interrogators are conducting an *investigation* which is designed to determine what acts or omissions occurred, and whether that conduct deserves discipline, or in some cases, criminal prosecution consideration. You need to understand that any statement you make will likely be tested against the statements of others or evidence developed by investigators, and that additional charges will result if your statement is determined to be false or misleading. Perceived dishonesty is *fatal* to your career and, standing alone, can result in discharge, due to your "unfitness for further police employment" resulting from "loss of credibility", arising from your perceived "lack of candor" in an official setting or capacity.²

Rule No. 1: *Speak only the truth. A member with a poor character for truth, honesty and veracity is unfit. He or she cannot be rehabilitated once records reflect a specific instance of dishonesty or deception in official matter.*

Surely if you are the accused, you will recognize that you are in *jeopardy* and that the preliminary I.A. interrogation is a "critical stage" of the proceedings, warranting appropriate preparation, vigorous representation, and the utmost caution. What if you are deemed to be only a "witness" and you are being interviewed from that perspective? Have you anything to worry about? Absolutely you do, and the same precautions should be applied as though you are the accused. Remember, although you might not be a "principal" in the act of misconduct, you will likely be subject to discipline if you might be said to have "acquiesced" in another's misconduct, or if you "failed to take appropriate action" (including reporting) upon learning of the probable misconduct of another.

¹ Some of our readers are uncomfortable with the characterization of the process as *adversary* or *adversarial*. They say this approach unnecessarily injects elements of hostility and distrust into the relationship of supervisor or investigator to subordinate or subject. I don't believe so. We rightly *expect* supervisors and investigators to treat members who are under investigation with respect and courtesy, and otherwise to act civilly and professionally, with all the dignity that the process deserves, *just as we expect* the members to be respectful of the process and of the investigators, and responsive, truthful and cooperative. However, the *dynamics* of the interrogation process make it naturally adversarial, even when everyone acts as we expect them to. Among those facets that tend naturally to cast the players in the roles of adversaries are the *compelled* or *compulsory* nature of the interrogation procedure, the rule of *insubordination*, the strict administrative liability for *perceived untruthfulness*, and the plain fact that any *admissions* of misconduct will inevitably lead to some form of official censure, perhaps removal. Still, the interrogation process need not be accompanied by the wringing of hands and gnashing of teeth. Civility must prevail at all times.

² How many times have we seen or read these quoted words, woven into a rationale for the discharge of an officer or deputy?

Rule No. 2: Do not try to predict the course of the interrogation nor the scope of the investigation. Obtain the aid of a competent representative or lawyer in advance. If you cannot locate one, call your association.

You should remember that an interview (interrogation) is always tape-recorded. Any utterance you might make in the course of the interrogation will be difficult to change or retreat from later. Any statement of fact you might make could form the basis of a charge of "false and misleading" if sufficient contrary evidence is developed by the investigators. Moreover, you may be subjected to orders or other directives to do this or that, or refrain from doing this or that. Do not take this on alone, and do not assume that internal affairs procedures and orders are proper or appropriate just because the investigators are from Internal Affairs or are your divisional supervisors. Tape-record all conversations between you and investigators, with a plainly visible recorder. Discuss your interview in *advance* with your legal representative and listen carefully to his or her instructions.

Rule No. 3: Tape-record all investigative interrogations. Obtain and consult with a competent representative in advance of the scheduled interview.

Government Code §3303 specifies the minimal protections which must be afforded you when you are subjected to an administrative interrogation. The Public Safety Officers' Procedural Bill of Rights Act (§§3300-3311) is your primary source of statutory legal protection. Remember that the protections apply whenever you are subjected to interrogation, which *could* lead to punitive action. The interrogation must be *reasonable* as to scheduling and length. If you are off-duty at the time, you are entitled to compensation. You are entitled to an *explanation* of the nature of the investigation before any questioning. If you don't understand what it is all about, do not proceed with the questioning until you do understand. The Department is not allowed to question you through more than two investigators at a given time. You have the right to reasonable breaks for consultation and physical needs. You may not be threatened, although you may be told, in appropriate cases, that failure to cooperate may result in punitive action.

Rule No. 4: Make sure you understand what the focus and scope of the investigation are and whether you are suspected of any misconduct, and finally, whether whatever you are going to say in response to questioning will disclose misconduct. Discuss all of this thoroughly with your representative beforehand.

If you are interrogated at a second or subsequent time, you have the right to review your prior statements (tape recordings) made by investigators before further questioning. Review these with your representative. Section 3303(g) states that you may be entitled to disclosure (beforehand) of non-confidential investigative materials (notes, reports, statements and complaints) prior to interrogation and the opportunity to familiarize yourself with such things, but you have to ask for them. You should demand all of these materials up front, on the tape. Only those materials, which are "truly confidential," should be withheld from you. When an item is declared confidential and therefore withheld, it should be because disclosure will endanger someone, lead to the destruction of evidence, frustrate successful completion of the investigation, or identify a truly confidential informant. We do not believe that a mere desire of investigators to be "one up" on you during the interrogation is an appropriate reason to withhold

92

documents. Put simply, investigators must be able to articulate some reasonable, good-faith premise for withholding materials other than an abstract desire to keep you in the dark or limit your maneuvering room.

Rule No. 5: Demand all notes, reports, statements and complaints made by any person. If the investigators insist on withholding anything, have them describe what is being withheld with sufficient particularity that it may be identified at a later time. Have them state the specific reason or basis for the claim of confidentiality. Also, demand on the record that all investigators' notes be retained until final disposition of the case. In appropriate cases, inquire if you have been tape recorded, photographed or filmed without your knowledge, or whether you have been subjected to surveillance. Put this on the record.

Section 3303(h) entitles you to an advisement of constitutional rights if it is deemed that you may be charged with a criminal offense. If you are so advised, invoke your rights. You may still be required to answer, but your answers deserve protection from introduction into any potential criminal action against you. Never proceed with an interrogation under such circumstances until you have had an adequate opportunity to discuss your case fully with your representative. It may be prudent for you to talk to a lawyer.

Rule No. 6: If there is a potential for a criminal accusation, invoke your constitutional rights at once and follow the advice of your representative. Remember that you cannot disclose CRIMINAL misconduct to a representative who is also an employee, and expect that it will remain confidential between you. He is arguably under a duty to report such things. In this situation, it may be advisable to at least discuss your matter with a lawyer, where you have absolute confidentiality. Do not complete any reports or statements or answer any questions without being ordered or compelled to do so.

In disciplinary investigations, the initial interrogation is positively a critical stage of the proceedings. You should never walk into such a setting without representation. Obviously, there are fact situations too numerous to cover here which may present themselves in a given investigation. Your representative or lawyer will likely have faced them before and you owe it to yourself to get some help. If you need representation, call RSA-LDT at once.

We all recognize that a smooth functioning sheriff's department depends in large measure on discipline and vigorous personnel investigation. On the other hand, state law, constitutional principles and your MOU contain many protections for you in the disciplinary process. Failure to take advantage of these and the assistance that is available is inviting trouble.

At times, you may be contacted by internal affairs investigators when you are off-duty, at home, without any prior warning. There are very few interviews, which must go forward immediately. If you are taken by surprise, **do not proceed without representation**. If you are contacted by investigators at your home, and they want to take you from your home, you should immediately call a representative or a lawyer. You should make it clear that if you do leave your home and accompany investigators to a police facility or elsewhere, you are cooperating only because you fear discipline for insubordination. In other words, make sure it is clear that you are being *compelled* to leave your home. You must take the initiative to get legal help. If you do not ask for a representative, they will not give you the opportunity to obtain one.

Rule No. 7: *If investigators desire to remove you from your home, demand to talk to a representative before you are required to leave, and demand to know the basis for such an exigency. Do not proceed with an interview until you are adequately represented.*

The willful refusal to obey an order from a supervisor is insubordination. It is generally a firing offense. If you are given an order, even one which seems wrong, ill-advised or even patently illegal, you should still obey if you safely can do so, being careful to make a record as soon as possible of your circumstances. Insubordination is very difficult to cure. On the other hand, there are remedies for a supervisor's illegal order.

Rule No. 8: *Obey all orders that are even only arguably legal -- do not invite a charge of insubordination, if it can be avoided in any reasonable way.*

Investigators have the right, in investigations, which are specifically, narrowly, and directly related to an official interest, to give you an order to answer questions. If the answers may, in any way incriminate you, you have the right to object to answering on Fifth Amendment grounds. When you do, they will normally tell you (1) you are ordered to answer -- failure to do so is insubordination; (2) anything you say in answer cannot be used against you in a criminal proceeding. Once this occurs, you have use immunity for your statements.

Rule No. 9: *If your answers to questions may tend to incriminate you, assert your Fifth Amendment rights (silence and counsel) and get a lawyer immediately.*

Sometimes when you are involved in an on-duty incident, and you have bonafide self-incrimination concerns, because your account may constitute admissions or statements against your criminal interests, you may be directed to write a report or a memo regarding your actions. These pose the same dangers present when you are questioned about your involvement, because written reports and memos may be used against you in a criminal prosecution unless they are the product of compulsion.

In any case where you are under threat or apprehension of criminal investigation or prosecution and you are told to write an account of your relevant activities, you need to invoke your right against self-incrimination, and secure an order under pain of insubordination to complete the required document. Do not be insubordinate, but, document the circumstances, your invocation of the right to silence, and the direct order, in a side memo to your supervisor, so it is clear that your completion of the required report or memo was preceded by your assertion of the right to silence, but that your invocation of your rights was overridden by a direct order. If these facts are made clear in a record, you will be in a position to claim immunity from the use of your written statement if there is a criminal prosecution taken against you. If you are permitted opportunity to do it, seek legal counsel before completing any reports in these circumstances. *However, do not invoke this procedure lightly, or frivolously.*

Rule No. 10: *In proper circumstances, invoke your right to silence if you are directed to complete any written accounts of your actions. Secure a direct order to complete the report or memo and then document the facts in a separate memo to your supervisor. Get legal advice if you can.*

Stay safe!

-Michael P. Stone-

INDEX

Abandonment/Automatic Resignation, 23
Accrual, 18
Advisory Arbitration, 37
Agency/Department-Leave of Absence/Official Leave of Absence, 21
Air Pollution Emergency, 23
Amended Notice of Disciplinary Action, 31
Anti-Strike Clause, 39
Appeal Procedure Accident Review Committee, 47
Appeals, 31
Authorization for Overtime Work, 5

Bereavement Leave, 20
Bilingual Pay, 8
Bulletin Boards, 56

Compensation and Benefit Increases, 57
Compensation for Overtime Work, 6
Conformance to Plan, 14
Consolidation of Grievance, 36

Declared Natural Disaster, 6
Demotion, 13
Department Records, 5
Departmental Reinstatement List, 42
Disciplinary, Dismissal, and Review, 28
Disciplinary Appeal Procedure, 29
Discussion of Request or Complaint, 35
Discussion with Supervisor, 37
Dress Code, 43

Employee Representation/Union Rights, 36
Employment Counseling and Referral, 41
Employment of Relatives, 16
Evidence and Procedures Applicable to All Hearings, 34
Exemption from Standard Overtime, Standby, Call Back, 7
Extension of Initial Probation, 15
Extension of Time, 36
Extradition Pay, 9

Fitness for Duty, 21
Flexible Benefit Program, 48
Freedom from Reprisal, 35
Fringe Benefits not Affected by Overtime, 6

General, 29
General Personnel Provisions, 14
General Provisions, 27
Grievance Definition, 35
Grievance Petition Form, 36
Grievance Procedure, 34

INDEX

Hearing Procedure – Major Discipline, 32
Hearing Procedure – Minor Discipline, 31
Holidays, 25

Implementation of New Payroll System, 9
Initial Probationary Period Affected by Change in Class, 15
Initial Probationary Status, 15
Involuntary Leave of Absence, 29

Jury Duty, 22

Layoff and Reinstatement, 39
Leave Provisions, 18
Length of Initial Probation, 15
Living Quarters, Meals, or Laundry Service, 26

Maintenance of Membership, 55
Meals, 27
Merit Systems/Veterans Preference, 18
Mileage Reimbursement, 17
Military Leave, 22
Minimum Overtime on Callback, 7
Modified Agency Shop, 53
Moving Expenses-Current Employees, 27

New Employees, 12
Non-Smoking Policy, 17
Notice of Disciplinary Action, 30

On-the-Job Injury or Illness, 39
Overtime, 5
Overtime Provisions of the Fair Labor Standards Act, 6
Overtime Work Defined, 5

Pay Practices, 10
Payout of Sick Leave, 20
Premium Pay, 7
Presentation of Grievance, 36
Probation, 15
Probation of Permanent Employees following Change In Class or Lateral Transfer, 15
Promotion, 13
Promotional Procedure Deputy Probation Officers, 55
Proof of Illness, 19

Reason for Usage of Sick Leave, 20
Reassignment, 41
Reclassification, 14
Reduction in Force, 40
Re-employment, 12
Re-employment after Layoff, 43
Re-employment of Retired Persons, 13

INDEX

Reimbursement for Employee Training – Board Policy C-7, 27
Reimbursement Programs, 26
Reporting and Calculation, 6
Reporting Requirements, 20
Resolution of Grievance, 36
Resubmission of a Grievance, 36
Retirement, 16
Return to Work Following Injury, 20

Seniority, 39
Separability, 55
Shift Differential, 7
Sick Leave, 18
Standby Professional Call Duty, 7
Step 1 Grievance, 37
Step 2 Grievance, 37
Step 3 Grievance, 37
Step Advance, 10
Supervising Probation Officers – Overtime, 5

Temporary Promotion, 14
Temporary Recall, 43
Time Limits for a Grievance, 36
Transfer, 13

Vacation, 24
Voluntary Time Bank, 44

Waiver, 31
Withdrawal of a Grievance, 36
Workweek, 5

2006																				
January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31	26	27	28	26	27	28	29	30	31									
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6					1	2	3	
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31	25	26	27	28	29	30				
30																				
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31	24	25	26	27	28	29	30		
30	31																			
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31	26	27	28	29	30	24	25	26	27	28	29	30						
													31							

2007																				
January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4							1	
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31	23	24	25	26	27	28	29	
													30							
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	
													30	31						

2008																				
January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2							1
6	7	8	9	10	11	12	3	4	5	6	7	8	9	2	3	4	5	6	7	8
13	14	15	16	17	18	19	10	11	12	13	14	15	16	9	10	11	12	13	14	15
20	21	22	23	24	25	26	17	18	19	20	21	22	23	16	17	18	19	20	21	22
27	28	29	30	31	24	25	26	27	28	29	23	24	25	26	27	28	29			
													30	31						
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30	25	26	27	28	29	30	31	29	30								
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31	24	25	26	27	28	29	30	28	29	30						
							31													
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1	1	2	3	4	5	6	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31				
							30													

DD

2009

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
							31													
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1			1	2	3	4	5	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		