



RIVERSIDE SHERIFFS' ASSOCIATION, INC.

AND

COUNTY OF RIVERSIDE



MEMORANDUM OF UNDERSTANDING

FOR

THE LAW ENFORCEMENT BARGAINING UNIT

2008-2011

TABLE OF CONTENTS

DEFINITIONS	1
ARTICLE I TERM 3	
Section 1. TERM.....	3
Section 2. SUCCESSOR AGREEMENT	3
ARTICLE II WAGES & WAGE INCREASES	3
WAGE INCREASES	3
LAW ENFORCEMENT UNIT	4
Limited Peace Officer Positions.....	4
ARTICLE III WAIVER OF BARGAINING	5
CONSOLIDATED MOU	5
ARTICLE IV WORKWEEK, OVERTIME AND PREMIUM PAY	5
Section 1. WORKWEEK	5
A. Work-Period.....	5
Section 2. OVERTIME	6
A. Overtime Work Defined.....	6
B. Authorization for Overtime Work.....	7
C. Department Record.....	7
D. Reporting and Calculation.....	7
E. Compensation for Overtime Work.....	7
F. Fringe Benefits not Affected by Overtime.....	8
G. Overtime Provisions of the Fair Labor Standards Act.....	8
H. Declared Natural Disaster.....	9
Section 3. PREMIUM PAY	9
A. Standby Duty.....	9
B. Minimum Overtime on Call-Back.....	9
Court Callback.....	9
C. Night Differential.....	10
D. Bilingual Pay.....	10
Compensation	10
Testing Administration	10
Plan Implementation	11
E. P.O.S.T. Certificate Pay.....	11
F. Special Assignments in Law Enforcement.....	11
(1) Field Training Officer.....	12
(2) Hazardous Device Team.....	12
(3) K-9.....	12
(4) Motorcycle Officer.....	12
(5) Public Dance.....	12
Removal from a specialty pay assignment.....	12
(6) Special Enforcement Bureau (SEB) and Pilots.....	12
(7) Tactical Flight Officers.....	13
(8) Crisis Negotiators.....	13
(9) Education Incentive.....	13
G. Extra Duty Pay.....	13
ARTICLE V PAY PRACTICES	14
Section 1. STEP ADVANCE	14
Section 2. NEW EMPLOYEES	15
Section 3. REEMPLOYMENT	16
Section 4. PROMOTION	16

Section 5.	TRANSFER	17
Section 6.	DEMOTION	17
Section 7.	RECLASSIFICATION	17
Section 8.	TEMPORARY PROMOTION	18
Section 9.	CLASSIFICATION PROCEDURE	18
Section 10.	CONFORMANCE TO PLAN	18
ARTICLE IV GENERAL PERSONNEL PROVISIONS		19
Section 1.	PROBATION	19
	A. Initial Probationary Status	19
	B. Length of Initial Probation	19
	C. Extension of Initial Probation	19
	D. Initial Probationary Period Affected by Change in Class.	19
	E. Probation of Permanent Employees Following Change in Class or Lateral Transfer	20
	F. Employment of Relatives.	20
Section 2.	RETIREMENT	21
	A. Safety Members.	21
	1. County Contributions.	21
	2. Single Highest Year.	22
	3. 1959 Survivor Benefits.	22
	4. Pre-Retirement Optional Death Benefits.	22
	5. Retirement Calculations – 3% @ 50.	22
	B. Miscellaneous Members.	22
	1. Single Highest Year.	23
	2. County Contributions.	23
	3. Retirement Calculations.	23
	C. All Members.	23
	1. Post-Retirement Survivor Allowance.	23
	2. Purchase of Military Service Credit as Public Service.	23
	3. Public Employees Retirement System Safety Employees Optional Pick-up.	23
	Deputy Coroner and General Employee Related Retirement Agreements. ...	24
	1. Automatic Implementation of Public Employees' Retirement System retirement enhancements for Deputy Coroners.	24
	2. Safety Retirement – RSA efforts on behalf of Deputy Coroners.	24
Section 3.	ELECTRONIC FUND DEPOSIT OF PAYROLL	24
Section 4.	NON-SMOKING POLICY	24
Section 5.	SCHEDULED WORK AND VACATION CHANGE NOTICE	25
Section 6.	VETERANS PREFERENCE	25
Section 7.	PERSONNEL FILES	26
Section 8.	SAFETY COMMITTEE	26
Section 9.	PERSONAL SECURITY	26
Section 10.	RETIREMENT IDENTIFICATION CARD	26
ARTICLE VII LEAVE PROVISIONS		27
Section 1.	SICK LEAVE	27
	Deputy Coroner Provision.	27
	Deputy Coroner Provisions (1 - 3):	27
	B. Payout for Sick Leave.	28
Section 2.	BEREAVEMENT LEAVE	28
Section 3.	FITNESS FOR DUTY	28
Section 4.	LEAVE WITHOUT PAY/OFFICIAL LEAVE OF ABSENCE	29

	A. Department Leave	29
	B. Official leave of absence	29
Section 5.	MILITARY LEAVE	30
Section 6.	JURY DUTY	30
Section 7.	AIR POLLUTION EMERGENCY	30
Section 8.	VOLUNTARY TIME BANK	30
	A. Definition of eligible employees	30
	B. Definition of catastrophic illness or injury	31
	C. Conditions and procedures under which a Time-bank for catastrophic illness/injury may be established	31
	D. Conditions under which leave credits may be donated	31
	E. Conditions under which leave credits in a Time-bank may be used	32
	F. Steps to be taken by the department to establish a Time-bank program	32
	G. The Human Resources Department will:	32
Section 9.	PREGNANCY LEAVE	33
Section 10.	RELEASE TIME FOR THE PRESIDENT OF ASSOCIATION	33
Section 11.	RELEASE TIME FOR REPRESENTATIVES	34
ARTICLE VIII VACATION		34
Section 1.	VACATION	34
ARTICLE IX HOLIDAYS		35
Section 1.	PAID HOLIDAYS	35
	B. County Holidays	35
ARTICLE X REIMBURSEMENT PROGRAMS		37
Section 1.	LIVING QUARTERS, MEALS, OR LAUNDRY SERVICE	37
Section 2.	MEALS	37
Section 3.	REIMBURSEMENT RATES FOR MEALS	37
Section 4.	GENERAL PROVISIONS	37
Section 5.	MOVING EXPENSES-CURRENT EMPLOYEES	38
Section 6.	DAMAGED CLOTHING OR PROPERTY	38
Section 7.	EXTRADITION PAY	38
Section 8.	MILEAGE REIMBURSEMENT	39
ARTICLE XI GRIEVANCE PROCEDURE		39
Section 1.	INTENTION	39
Section 2.	GRIEVANCE DEFINITION	39
Section 3.	FREEDOM FROM REPRISAL	39
Section 4.	EMPLOYEE REPRESENTATION	40
Section 5.	CONSOLIDATION	40
Section 6.	RESOLUTION	40
Section 7.	WITHDRAWAL	40
Section 8.	TIME LIMITS	40
Section 9.	RESUBMISSION	40
Section 10.	EXTENSION OF TIME	40
Section 11.	STEPS IN THE GRIEVANCE PROCESS	41
	A. Discussion with Supervisor:	41
	B. Submission of Written Grievance:	41
	C. Grievance Meeting:	41
	D. Demand for Arbitration:	41
Section 12.	ARBITRATION	41
ARTICLE XII DISCIPLINE, DISMISSAL, AND REVIEW		43
Section 6.	CORRECTIONAL DEPUTIES PROCEDURAL BILL OF RIGHTS	44
Section 7.	DISCIPLINARY APPEAL PROCEDURE/GENERAL	44

Section 8.	Notice of Disciplinary Action.....	45
A.	Intent Letter.....	45
B.	Implementation Letter.....	45
Section 9.	INVOLUNTARY LEAVE OF ABSENCE.....	45
Section 10.	APPEALS.....	45
Section 11.	AMENDED NOTICE OF DISCIPLINARY ACTION.....	46
Section 12.	WAIVER.....	46
Section 13.	MEDIATION ARBITRATION.....	46
Section 14.	HEARING PROCEDURE.....	47
Section 15.	EVIDENCE AND PROCEDURES APPLICABLE TO ALL HEARINGS.....	49
ARTICLE XIII	ANTI-STRIKE CLAUSE.....	49
ARTICLE XIV	LAYOFF AND REINSTATEMENT.....	50
Section 1.	DEFINITION OF SENIORITY.....	50
Section 2.	REDUCTION IN FORCE.....	50
Section 3.	REASSIGNMENT.....	51
Section 4.	DEPARTMENTAL REINSTATEMENT LIST.....	51
Section 5.	STATUS ON REEMPLOYMENT.....	52
ARTICLE XV	CORONER BENEFITS.....	53
Optical Insurance.....		53
Deferred Compensation.....		53
Long Term Disability Insurance.....		53
ARTICLE XVI	RSA BENEFIT TRUST.....	53
ARTICLE XVII	SENIOR PROGRAMS/PROMOTIONAL PROCEDURES.....	56
Section 1.	SHERIFF'S DEPARTMENT SENIOR PROGRAM.....	56
Section 2.	SHERIFF'S INVESTIGATOR AND SERGEANT PROMOTIONAL PROCEDURES EXAMINATION PROCESS.....	59
Section 3.	DISTRICT ATTORNEY INVESTIGATOR CAREER PLAN.....	60
INTRODUCTION:.....		60
INTENT OF PROPOSAL:.....		61
PROGRAM OBJECTIVES:.....		61
EMPLOYEES AFFECTED:.....		62
POSITIONS:.....		62
1. DISTRICT ATTORNEY INVESTIGATOR A & B.....		62
2. SENIOR DISTRICT ATTORNEY INVESTIGATOR.....		62
3. SENIOR DISTRICT ATTORNEY INVESTIGATOR A.....		62
4. SENIOR DISTRICT ATTORNEY INVESTIGATOR B.....		62
5. SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB.....		62
6. SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB.....		63
ELIGIBILITY:.....		63
PROBATIONARY PERIOD:.....		63
BASIC PROVISIONS:.....		63
INSIGNIA:.....		64
APPOINTMENT PROCESS:.....		64
ASSESSMENT PANEL:.....		65
QUALIFICATIONS.....		65
TESTING.....		66
Section 4.	Sheriff Career Investigator Program.....	67
ARTICLE XVIII	MODIFIED AGENCY SHOP.....	67
ARTICLE XIX	LABOR/MANAGEMENT COMMITTEE.....	69
ARTICLE XX	EQUIPMENT.....	69
Section 1.	RAIN GEAR.....	69

Section 2.	SAFTEY VESTS	69
Section 3.	BATONS	70
Section 4.	PERSONAL WEAPONS	71
APPENDIX	71
	COUNTY WIDE POLICIES.....	71
	RATIFICATION DOCUMENTS	I
	PROCEDURAL BILL OF RIGHTS ACT	II
	NON-WAIVER STATEMENT	III
	MEYERS-MILIAS BROWN ACT	IV
	LAW ENFORCEMENT CODE OF ETHICS	V
	LOOKING OUT FOR YOURSELF	VI
	INDEX	VII

DEFINITIONS

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

Arbitration Grievance heard by an outside neutral third party (Arbitrator).

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

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

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

Employees shall mean all persons employed by the County of Riverside within the Law Enforcement Unit represented by RSA.

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

Grievance Meeting is the first formal step in the grievance procedure.

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 from Thursday (starting at midnight Wednesday) to midnight of the second Wednesday thereafter, 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 Agreement, 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 Agreement, in a paid status in a position to which they have been promoted, transferred, or demoted following completion of the initial probationary period.

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

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

Regular employee means a holder of a regular position.

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

Seasonal Employees 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.

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

Working Day means each day on which an employee performs a normal working shift, and including holidays as specified herein which fall on days of a normal working shift.

ARTICLE I
TERM

Section 1. TERM

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Riverside Sheriffs' Association, Inc. (herein referred to as RSA) as the Exclusive Employee Organization for employees in the representation unit described under Article II. This Memorandum of Understanding is in effect upon the date of approval by the County's Board of Supervisors through January 31, 2011.

Section 2. SUCCESSOR AGREEMENT

In the event either party desires to negotiate a successor Memorandum of Understanding, such party shall, no more than six (6) months prior to the expiration of the current MOU request to commence negotiations.

Following ratification and adoption by resolution, the parties shall meet for discussions regarding non-substantive language clean-up, which shall be incorporated into the successor MOU only upon mutual agreement.

ARTICLE II
WAGES & WAGE INCREASES

WAGE INCREASES

- A. Effective pay period beginning January 3, 2008, (pay date January 30, 2008), the salaries for all classifications shall be increased by 3.0%.
- B. Effective pay period beginning July 31, 2008, (pay date August 27, 2008), the salaries for all classifications shall be increased by 1.5%.
- C. Effective pay period beginning January 1, 2009, (pay date January 28, 2009), the salaries for all classifications shall be increased by 1.5%.
- D. Effective pay period beginning July 30, 2009, (pay date August 26, 2009), the salaries for all classifications shall be increased by 2.0%.
- E. Effective pay period beginning December 31, 2009, (pay date January 27, 2010), the salaries for all classifications shall be increased by 2.0%.
- F. Effective pay period beginning July 29, 2010, (pay date August 25, 2010), the salaries for all classifications shall be increased by 2.0%.

LAW ENFORCEMENT UNIT

<u>JOB CODE</u>	<u>CLASS TITLE</u>	<u>SALARY</u> <u>GRADE</u>
52210	Correctional Deputy I	100 L - 12
52211	Correctional Deputy II	127 L - 12
52216	Correctional Deputy II-S	133 L - 12
52212	Correctional Corporal	163 L - 12
52217	Correctional Corporal-S	176 L - 12
37500	Deputy Coroner Trainee	115 L - 12
37501	Deputy Coroner	139 L - 12
37510	Deputy Coroner A	136 L - 12
37511	Deputy Coroner B	145 L - 12
37509	Deputy Sheriff Trainee	148 L - 12
37602	Deputy Sheriff	163 L - 12
37603	Deputy Sheriff A	172 L - 12
37604	Deputy Sheriff B	178 L - 12
37660	District Attorney Investigator	181 L - 12
37661	District Attorney Investigator A	193 L - 12
37662	District Attorney Investigator B	199 L - 12
37502	Coroner Corporal	157 L - 12
37512	Coroner Corporal A	154 L - 12
37513	Coroner Corporal B	160 L - 12
37664	Senior District Attorney Investigator	208 L - 12
37665	Senior District Attorney Investigator A	211 L - 12
37687	Senior District Attorney Investigator A-II	220 L - 12
37666	Senior District Attorney Investigator B	217 L - 12
37688	Senior District Attorney Investigator B-II	223 L - 12
37690	Sr. District Attorney Investigator B-III	226 L - 12
37686	Senior District Attorney Investigator II	214 L - 12
37576	Sheriff Corporal	176 L - 12
37577	Sheriff Corporal A	188 L - 12
37578	Sheriff Corporal B	191 L - 12
37608	Sheriff's Investigator	181 L - 12
37609	Sheriff's Investigator A	193 L - 12
37684	Sheriff's Investigator AS	202 L - 12
37610	Sheriff's Investigator B	199 L - 12
37685	Sheriff's Investigator BS	205 L - 12
37683	Sheriff's Investigator S	196 L - 12
37601	Bailiff	124 L - 12
79730	Supervising Correctional Counselor	169 L-10
79731	Correctional Counselor	142 L-10

Limited Peace Officer Positions

On or about September 1, 2008, the parties shall reopen the MOU to meet and confer about transitioning Correctional Deputies to PC 830.1(c) Limited Duty Peace Officers. This meet and confer process shall be completed by no later than October 31, 2008, unless mutually extended by the parties. The County shall not unilaterally impose a transition program for Correctional Deputies.

ARTICLE III
WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which preceded this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law as a subject open to the meet and confer process and that the full and complete agreement and understanding arrived at by the parties after the exercise of that right and opportunity, is set forth in this Memorandum. 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. Terms used in this Memorandum shall have the same meaning as like terms used in the County Salary Ordinance and related resolutions and regulations. Both parties, for the life of this Memorandum, each voluntarily and unqualifiedly waive the right and each agree the other shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this Memorandum, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Memorandum.

CONSOLIDATED MOU

The parties shall jointly pay for the printing of the consolidated MOU with each party paying for the number of copies required for their use.

ARTICLE IV
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. WORKWEEK

A. Work-Period.

The normal work period shall be as defined herein. The Department Head, with prior approval of the County Executive Officer and the Human Resources Director, may establish or eliminate a different bi-weekly work period of 80 hours after giving one pay period written notice to the representative, if any, of the employees affected.

B. Work Schedules

SHERIFF'S DEPARTMENT

CORRECTIONS DIVISION: The work schedule for employees assigned to 24 hour fixed post floor operation positions in the Corrections Division shall consist of seven (7), twelve (12) hour work shifts during the designated 14 day bi-weekly work period. Fixed post floor operation positions are those assignments which require staffing 24 hours a day/7days a week.

In addition to the twelve hour shifts described above, RSA agrees that the Sheriff's Department may implement a work schedule for employees assigned to 24 hour fixed post floor operation positions in the Corrections Division consisting of six (6), twelve (12) and one (1), eight (8)

hour work shifts during the designated 14 day bi-weekly work period when the Department determines that sufficient funding exists to staff a facility(ies) in that manner.

All other Corrections assignments shall continue on 9/80 or on a 5-8 schedule. It is not the intent of this agreement to arbitrarily change existing Corrections Division shifts that are not specifically mentioned.

An employee assigned to a 24 hour fixed post floor operation position in the Corrections Division shall be entitled to a thirty (30) minute lunch period. Such lunch period shall be exclusive of the twelve hours per shift described above and shall be without compensation provided the following conditions apply:

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

In the event the employee is not completely relieved of all duties and free to leave his/her work place during his/her thirty minute lunch period, such time shall be considered as time worked and subject to the provisions of Section 2 (A.) below.

CORONER DIVISION: The employees shall continue to work a 9/80 schedule or change to a 7-12 or 6-12, consistent with the Corrections Division schedule described above, as determined by the Sheriff-Coroner.

COURT SERVICES DIVISION: Court Services employees shall continue on a 5-8 schedule until such time as the court system allows for alternative shifts in which case they shall work an alternative shift compatible with court operations.

FIELD OPERATIONS DIVISIONS: All 24-hour operations shall continue to work on a 4-10 schedule except DARE and School Resource Officers who shall continue on a 5-8 schedule. Employees deployed to task forces shall, at the discretion of the department, work the established shift schedule of the task force to which they are assigned. Investigators will continue on a 9/80 schedule and be allowed to take a half-hour lunch break, during which time they will be subject to call. This lunch period will be considered duty time.

ADMINISTRATIVE and SUPPORT DIVISIONS/OPERATIONS: Employees shall continue to work a 9/80 schedule.

DISTRICT ATTORNEY'S OFFICE: District Attorney Investigators shall continue to work a 9/80 schedule. Employees deployed to task forces shall, at the discretion of the department, work the established shift schedule of the task force to which they are assigned.

Extra duty assignments will not be affected by this agreement.

Section 2. OVERTIME

A. Overtime Work Defined.

Overtime work is authorized work in excess of 8 hours in one day, or in excess of the maximum hours of the established work day in other than a normal work period, or in excess of 80 hours in a work period (84 hours for employees on 12-hour shifts) 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.

Except in emergency situations and court appearances, employees who have been pre-scheduled for vacation or compensatory time off shall not be ordered to work overtime if said overtime interferes with scheduled vacation or compensatory time off.

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 day 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.

C. Department Record.

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.

(1) Any time worked, or deemed to have been worked, in excess of an employee's regularly scheduled work shift shall be compensated at the rate of one and one-half times the employee's regular rate of pay, in compensatory time off.

(2) Prior to the expiration of any prescribed pay period in which any such overtime has been worked, the Department Head, or a designee, in their discretion, may require the employee to utilize such earned compensatory time off benefits in increments of one or more shifts provided, however, that no sworn peace officer may be required to utilize more than one shift of any such earned compensatory time off benefits in any pay period. No such action may be taken by the Department Head unless the employee has been so notified prior to the termination of the previous working shift.

(3) At the expiration of each prescribed pay period, any such compensatory time off benefits that have not been utilized shall be paid to the employee by County Warrant or the employee may elect to accumulate compensatory time off benefits up to a maximum 120

hours. The accumulated compensatory time off benefits may only be utilized by mutual agreement of the employee and the Department Head or a designee.

(4) Accumulated overtime credit in the "overtime bank" shall be retained until the "overtime bank" has been exhausted.

(5) 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.

(6) Accumulated overtime credit of 120 hours or less may be taken in compensatory time off, 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.

(7) Paid overtime credit shall be at the hourly rate currently applicable to the employee.

(8) Upon termination, accumulated overtime credit shall be paid for.

(9) 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.

(10) Except as provided herein an employee with accumulated overtime credit of 120 hours or less may, and if requested by the Department Head, shall, no later than the next working day, specify the dates of at least two working days during the next succeeding pay period that the employee desires to take as compensatory time off. The Department Head may authorize compensatory time off for all or any portion of the dates specified. Unless otherwise agreed to by the employee, the Department Head shall not authorize compensatory time off of less than one hour during any working day. If an employee, after being requested by the Department Head, refuses or neglects to specify the time desired to be taken as compensatory time off as herein provided, the Department Head may schedule compensatory time off for the employee.

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 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 Agreement, the following provisions shall apply:

(1) Any Officer, in order to perform the work of their 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 their current employees at hourly rates equivalent to their current compensation basis.

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

(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" as used in this subsection, shall be such services as the Board of Supervisors finds to institute such, at the time it authorized the payment thereof.

Section 3. PREMIUM PAY

A. Standby Duty.

Whenever placed by the Department Head specifically on standby duty, an employee otherwise off duty shall be compensated for such duty by an additional payment equal to one (1) hour straight time pay for each eight (8) hours of standby duty. Said compensation shall be in addition to the employee's regular salary entitlement. Standby duty compensation shall cease when the 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 they are in a standby or professional call duty status, shall receive minimum credit for one hours' work.

Court Callback. Notwithstanding any other provisions of this Memorandum, any member of the "Law Enforcement Unit" who is called back to attend Court in relation to a matter arising from their employment relationship with the County of Riverside at a time when they otherwise are off duty, shall receive a minimum of four (4) hours compensation at the appropriate overtime rate. A shift shall not be extended for the purpose of avoiding the payment of the four (4) hours of compensation provided herein.

C. Night Differential.

(1) No employee whose regular work period is other than 10 days of either 8 hours each, or whose position is in one of the following generic classes, shall be paid a night differential:

Deputy Sheriff
Correctional Deputy I, II, or Correctional Corporal

(2) Professional call or standby duty shall not be a basis for payment of night differential.

(3) Deputy Coroner Provision: Evening Shift (swing). Notwithstanding other provisions of this Agreement, Deputy Coroners who commence work between the hours of 1:00 p.m. and 11:00 p.m. shall be paid a night differential at a rate of \$.60 per hour for the time actually worked between 3:00 p.m. and 11:00 p.m. This differential does not apply to vacation, sick leave, or holiday pay.

(4) Deputy Coroner Provision: Night Shift (grave). Notwithstanding other provisions of this Agreement, Deputy Coroners who work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential at a rate of \$1.20 per hour for the time actually worked after 11:00 p.m. This differential does not apply to vacation, sick leave, or holiday pay.

D. Bilingual Pay

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

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

Skill Levels:

Definitions of Skill Levels:

Level 1: Basic Oral Communication

Employees at this level perform bilingual translation

Level 2: Task Completion

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

Level 3: Written translation, and medical and legal interpretation

Employees at this level perform complex verbal and written translation.

Compensation

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

Level 1: \$.50 per hour

Level 2: \$.75 per hour

Level 3: \$1.00 per hour

Testing Administration

Oral and written examinations will be administered by Human Resources Testing Center as follows:

Level 1: Basic oral/reading test

Level 2: Written
Level 3: Complex Level Written

Plan Implementation

All current employees receiving bilingual pay will continue to receive the rate of pay they are receiving, as long as they continue in their current position.

All qualified employees, whose positions are designated by Departmental Supervisors as requiring/desiring bilingual skills, are encouraged to test for higher skill levels if required by the department.

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

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

E. P.O.S.T. Certificate Pay.

Effective January 6, 2005, the incumbent of a position in a Deputy Sheriff, Sheriff's Investigator, Deputy Coroner, or D.A. Investigator classification who proves that they possess a valid Intermediate Certificate, but not an Advanced Certificate, issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate which is six percent (6%) higher than that specified for such position. If they prove that they possess a valid Advanced Certificate issued to them by said Commission, whether or not they possess the Intermediate Certificate, they shall be compensated at a rate which is eleven percent (11%) higher than that specified for such position.

Effective June 3, 2010, the incumbent of a position in a Deputy Sheriff, Sheriff's Investigator, Deputy Coroner, or D.A. Investigator classification who proves that he/she possess a valid Intermediate Certificate, but not an Advanced Certificate, issued to him/her by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate which is seven percent (7%) higher than that specified for such position. If he/she proves that he/she possess a valid Advanced Certificate issued to him/her by said Commission, whether or not he/she possess the Intermediate Certificate, he/she shall be compensated at a rate which is twelve percent (12%) higher than that specified for such position.

The applicable rate for possession of the Intermediate Certificate shall be indicated in the Table and Index by the letter "A" following the class title, and for the Advanced Certificate, by the letter "B", each with an appropriate code number, but in the departmental sections the basic position code number and class title shall be deemed to include positions occupied by incumbents possessing either of said certificates.

F. Special Assignments in Law Enforcement.

Any sworn peace officer who is a member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County shall be entitled to speciality compensation in the following manner:

(1) Field Training Officer.

Effective January 6, 2005, any such employee shall be compensated at the rate of \$1.25 per hour, plus overtime rates where applicable, for all time actually worked as a Field Training Officer; i.e., when a trainee is actually assigned. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

(2) Hazardous Device Team.

Effective January 6, 2005 any employee shall be compensated at the rate of \$1.85 per hour, plus overtime rates where applicable, for the time actually assigned to the Hazardous Device Team. . This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

(3) K-9.

Effective January 6, 2005, any such individual shall be compensated at the rate of \$1.25 per hour, plus overtime rates where applicable, for all time assigned to K-9 duty, including vacation, sick leave, holiday pay and Workers' Compensation leave, provided, however, that this differential shall not be paid during Workers' Compensation leave where the individual is no longer responsible for caring for the dog.

Effective April 10, 2008 (the first pay period following ratification and Board adoption), any employee assigned to K-9 duty shall receive additional compensation, of approximately \$125.00 per pay period for time directly spent in the care and feeding of the dog assigned to him or her. Such compensation shall not be paid for any day(s) on which the dog is not under the direct care of the assigned individual. Such compensation shall also not be paid for those days on which the individual and the assigned dog participate in K-9 training.

The provisions for Field Training Officer, Hazardous Device Team, and K-9 above apply when such assignments have been authorized or verified by the Department Head or designee in writing.

(4) Motorcycle Officer.

Effective January 6, 2005, any such employee assigned to work as a motorcycle officer shall be compensated at the rate of \$1.25 per hour, plus overtime rates where applicable, for all time actually worked as a motorcycle officer. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

(5) Public Dance.

A full-time Deputy Sheriff may be paid for extra duty as a Deputy Sheriff for Public Dance.

Removal from a specialty pay assignment is not a grievable issue under the Grievance Procedure unless it is alleged that the removal was a disciplinary or punitive action in which case the matter may be heard in the Disciplinary procedure.

(6) Special Enforcement Bureau (SEB) and Pilots.

Effective January 6, 2005 – SEB - \$1.85; Chief Pilot - \$3.75; Pilot - \$3.10 per hour, plus overtime rates where applicable, for the time actually worked in the Specialty Assignment. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

It is expressly understood that SEB and Pilots are subject to rotation and removal from such duties at the discretion of the Department. The Department can require employees assigned these duties to sign waivers of their right to remain in these assignments as a condition of SEB and pilot assignments.

(7) Tactical Flight Officers.

Effective January 6, 2005 - \$1.55 per hour, plus overtime rates where applicable, for the time actually worked as a Tactical Flight Officer. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

It is expressly understood that Tactical Flight Officers are subject to rotation and removal from such duties at the discretion of the Department. The Department can require employees assigned these duties to sign waivers of their right to remain in these assignments as a condition of Tactical Flight Officer assignments.

(8) Crisis Negotiators.

Any employee assigned to work as a Crisis Negotiator ("CN") shall be compensated an additional \$50 a pay period for all pay periods assigned as an CN, irrespective of hours actually worked as an CN. It is expressly understood that CNs are subject to rotation and removal from such duties at the discretion of the Department. The Department can require employees assigned these duties to sign waivers of their right to remain in this assignment as a condition of the CN assignment.

[Note: Specialty & Skill pay will be credited towards retirement in accordance with Public Employees' Retirement System.]

(9) Education Incentive.

Bachelor Degree – Effective July 3, 2008, any employee who possesses or earns a bachelor's degree from an accredited university or college shall be paid a premium equivalent to 2.5% of the employee's base hourly wage rate for all hours actually worked, not exceeding 80 hours per pay period, upon presentation of proof that the employee holds such degree.

Masters Degree – Effective July 2, 2009, any employee who possesses or earns a masters degree from an accredited university or college shall be paid a premium equivalent to 5.0% of the employee's base hourly wage rate for all hours actually worked, not exceeding 80 hours per pay period, upon presentation of proof that the employee holds such degree.

G. Extra Duty Pay.

The Sheriff is authorized to use the services of as many regular employees of the department as may be necessary for law enforcement purposes, by way of additional employment, during hours in which they would otherwise be off duty, at one and one-half times the actual rate or rates of pay for a Deputy Sheriff or Sheriff's Investigator so employed. At the Sheriff's sole discretion, a Sheriff's Investigator who is assigned by the Sheriff, or a designee, to perform supervisory functions over other Deputies shall be paid at one and one-half times their actual rate of pay; where such services will be of primary benefit to a private organization or agency operating or controlling a special event or activity which may have need of such services, and upon the condition that funds equivalent to one and one-half times the compensation of a Deputy Sheriff B on the top step, plus overhead as

established by the current determination of the County Auditor-Controller, shall be paid to the County of Riverside.

The Sheriff is authorized to employ as many temporary employees as may be necessary for the purposes herein-above specified and under the same conditions, except that the rate of compensation shall be the hourly rate applicable to the 5th step of the range for a Deputy Sheriff or other equivalent range for services other than those of a Peace Officer. Extra Duty/Dance Duty will be offered first to Deputy and Investigator ranks. Any unfilled positions will be available to supervisors.

ARTICLE V PAY PRACTICES

Section 1. STEP ADVANCE

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

B. For employees appointed prior to June 25, 1992, and for Deputy Coroners appointed prior to January 9, 1992, to the classifications in the Law Enforcement Unit:

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

Employees appointed on or after June 25, 1992, and for Deputy Coroners appointed prior to January 9, 1992, to classifications in the Law Enforcement Unit:

The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of 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 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 one (1) year in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

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

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

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

With the same procedures as in the foregoing paragraph, on the first day of the pay period following the completion of six (6) months in a paid status, not including overtime, the salary of a seasonal employee may be increased. On the first day of the pay period following the completion of an additional one (1) year in a paid status, not including overtime, the 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.

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

Except as otherwise provided by this Agreement, a new employee shall be appointed at the first step of the salary range. A Department Head may specify a higher step of the salary range for an employee who is newly hired, reemployed, rehired, or promoted, than the step which would be called for under provision of this MOU. This discretion applies to regular and temporary promotions, but does not apply to transfers, demotions, or promotions through reclassification.

In addition, the County Executive Officer, on recommendation of the Human Resources Director, may specify that the incumbent of any position shall occupy a different step on the salary

range for the class. Such action shall automatically fix a new anniversary date on the first day of the pay period which is one (1) year in a paid status after the resulting change of salary.

Section 3. REEMPLOYMENT

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

B. Reemployment after military service shall conform to the requirements of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act, but in other respects shall be in accordance with this MOU.

C. Whenever a former regular employee is or has been re-employed within three months after termination they may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed accrued sick leave and accrued time toward earned vacation, not exceeding the amount thereof which was lost at the time of termination, and the anniversary date for step advance may be expressly fixed, subject to other provisions of this ordinance 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. Reemployment of Retired Persons. An employee who is retired under the Public Employees' Retirement Law and who is receiving retirement benefits shall not be employed or reemployed in any position for compensation without the prior written approval of the Human Resources Director. Consistent with the requirements of the Public Employees' Retirement Law for discontinuance of retirement benefits, the retiree may be employed or re-employed.

The Human Resources Director may allow the employment or reemployment for up to 120 working days or 960 hours in any calendar year, without loss of benefits, as specified in Section 21221 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 reemployment the retiree is to be paid at a rate not less than the minimum, nor more than that paid other employees performing comparable duties.

When a retiree under the Public Employees' Retirement Law is employed or re-employed, the retirement status must be specified in the documentation of appointment to a permanent or temporary position.

Section 4. PROMOTION

On promotion, the new salary shall be at the rate equal to 2 steps higher than that paid on the range for the former position. The effective date of all promotions shall coincide with the first day of the pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.

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 one (1) year 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.

C. Non-disciplinary demotion to Correctional Deputy. Employees who hold status as a Deputy Sheriff, but have never held status as a Correctional Deputy (CD), and wish to voluntarily demote to CD, may do so under the following conditions:

1. Request and receive approval for the demotion through their chain-of-command.
2. The Sheriff's Department will administer the STC required entry level CD examination to the employee as necessary.
3. If the employee passes the examination, they will be demoted to a CD II.

In addition, any employee who demotes from Deputy Sheriff to Correctional Deputy, who has successfully completed a probationary period as a Deputy Sheriff in Corrections, does not have to serve another period of 18 months, but rather will serve a probationary period of six (6) months.

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 subdivision (2) of subsection B of this section, except that the first anniversary date shall be the first day of the pay period following the completion of six (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 one (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 his/her regular position shall be allowed.

Section 9. CLASSIFICATION PROCEDURE

The following shall serve to satisfy the alleged working out of classification questions:

County Salary Ordinance provides that the Human Resources Director has responsibility for initiating classification studies and recommending changes to the Classification Plan.

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

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

The Human Resources Director shall take one of the following actions: (1) Refer the request to the Classification Division for study; or (2) Return the request to RSA with an explanation for non-action. Note: Requests referred to the Classification Division are subject to the same discretionary judgments regarding priority as other requests.

Section 10. 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

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 seasonal employee who has not completed the initial probationary period, or a temporary employee, serves at the pleasure of the department head and may be released from employment without cause. These employees are not entitled to the review procedure provided for in this Agreement.

B. Length of Initial Probation.

The length of the initial probationary period for persons in classes of the following representation units is:

Deputy Sheriff	18 months
Correctional Deputy I/II	18 months
Deputy Sheriff Trainee	6 months
All other classes in the Law Enforcement Unit	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, except for employees in classes represented by the Law Enforcement representation unit. 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 for Deputy Coroners may be extended in 3 month increments up to 2 times. A 6 month initial probationary period may be extended once to 9 months or twice to a total of 1 year. A 1 year initial probationary period may be extended once to 15 months or twice to 18 months. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

D. Initial Probationary Period Affected by Change in Class.

An employee who has not completed the initial probationary period, and who promotes or transfers to another class, will continue to serve initial probation for six (6) months following the change. If the class to which the employee promotes or transfers requires a one (1) year initial probation, the employee will serve six (6) months or the difference between one (1) year and the number of actual months in a paid status, whichever is greater, following the change.

An employee who has not completed the initial probationary period, and who demotes to another class, will continue to serve initial probation to include the required length of initial probation for the class from the date of the demotion. The employee will be credited for any previous initial

probationary hours served in the same class and same department during the current period of continuous service.

E. Probation of Permanent Employees Following Change in Class or Lateral Transfer.

All regular employees of the County who promote, demote, or transfer to Correctional Deputy or Deputy Sheriff must serve the entire initial probationary period for the classification (18 months).

During the first six (6) months of service in a paid status following a promotion, transfer, or demotion, a regular employee who held permanent status at the time of the promotion, transfer, or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in class, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer, or demotion, and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in step at the time of promotion, transfer, or demotion. Computation of the probationary period in a paid status does not include overtime, standby, on-call or military leave of absence.

During the first six (6) working months of service in a paid status following a promotion, a regular employee who has been promoted from another department or within the same department and who held permanent status at the time of promotion shall, upon being rejected as a probationary promotee, be returned by the department head to a position in the previously held classification in the former employing department without loss of seniority at the same step which the employee held immediately prior to the effective date of the promotion, and the employee's anniversary date shall be re-determined based upon the number of hours of service the employee had at the time of promotion.

During the first six (6) working months of service in a paid status following a transfer, a regular employee who has been transferred from another department or within the same department and who held permanent status at the time of transfer shall, upon being rejected as a probationary transferee, be returned by the department head to a position in the previously held classification in the former employing department without loss of seniority and with no change in step placement or anniversary date; provided, however, when the transfer is made to a different classification, the employee's anniversary date shall be determined based upon the number of hours of service the employee had in step at the time of transfer.

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.

(The following paragraph applies to all classifications except the Deputy Coroner). Should such relationship occur, the Department Head or a designee may cause either employee to be transferred, re-assigned, or have their work location or shift assignment changed. Until the Department Head or designee selects one of these alternatives, the employees shall maintain their

existing status. The affected employee may elect to demote to a position for which they are eligible and selected in lieu of any of the above alternatives. If the affected employee refuses to accept any of the available options, they shall be subject to termination based upon the continuing relationship.

Deputy Coroner Provision. 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 six (6) working months.

Section 2. RETIREMENT

Payment of Employee Retirement Contributions.

A. Safety Members.

The following provisions are applicable to County safety employees in the Law Enforcement Unit.

1. County Contributions.

A County safety employee in the Law Enforcement Unit hired after June 25, 1992 shall pay the entire required employee's contribution to Public Employees' Retirement System for the first three (3) years (6,240 hours) of continuous service. Thereafter, the County shall pay the entire portion of the employee's required contribution not to exceed 9% of the employee's compensation earnable. Continuous service shall mean the continuing service of a regular or seasonal employee in a continuing payroll status, without interruption, except for authorized leaves of absence.

For sworn peace officers, as described in Section 830.1(a) of the Penal Code, who were also sworn peace officers immediately prior to their transfer from another California public agency that paid some or all of the employee's required retirement contribution to the applicable retirement system, during each month of the first three (3) years of continuous service or credit with the County, as described above, the County shall pay that portion of an employee's required retirement contribution equal to the difference between the employee's required contribution and the amount, if any, the employee paid to the retirement system during the last month of their previous employment. For example, if an employee paid no part of the required employee retirement contribution during the last month of their previous employment, the County shall pay the entire amount of the required employee contribution not to exceed 9% of the employee's compensation earnable. After completion of three (3) years continuous service with the County, as described above, the County shall pay the entire portion of the employee's required contribution, not to exceed 9% of the employee's compensation earnable.

With respect to sworn peace officers, as defined under 830.1(a) of the California Penal Code, who were previously employed as such by the Riverside County Sheriff's Department, the County shall pay the entire portion of the employee's required contribution, not to exceed 9% of the employee's compensation earnable, subject to the provisions set forth below:

- a. For peace officers, as described above, previously employed by Riverside County for thirty-six months or more, the payment provided under the provisions of this Section shall commence effective the pay period in which the employee returns to County service.

b. For peace officers, as described above, previously employed by Riverside County for less than thirty-six months, the payment provided under the provisions of this Section shall commence at the start of the pay period following the difference between 36 months and the number of months (converted to the nearest approximate number of pay periods) previously worked by the employee.

c. For peace officers, as described above, previously employed by Riverside County for less than thirty-six months, who were subsequently employed as a peace officer by another public agency that paid some portion or all of the employee's required retirement contribution to the applicable retirement system, and then transferred back to Riverside County, the County shall contribute the greater of either:

1. The payment made on behalf of a transferring employee pursuant to the provisions of the second paragraph of Article VI, Section 2 (A)(1.) or,
2. The payment provided under sub-paragraph (b) above.

With respect to sworn peace officers, as defined under 830.1(a) of the California Penal Code, who were previously employed as such by another California public agency, with prior approval of the County Executive Officer and the Human Resources Director, they may be given credit for the number of months of law enforcement experience with such public agency in determining the employee's obligation to pay the employee's contribution to Public Employees' Retirement System. [For example, an employee with 24 months prior experience would be required to pay the employee portion for 12 months.]

2. Single Highest Year.

The provision of Section 20042 of the Public Employees' Retirement Law (Single Highest Year) shall apply to safety employee members.

3. 1959 Survivor Benefits.

The provisions of Section 21571 of the Public Employees' Retirement Law shall apply to safety employee members.

4. Pre-Retirement Optional Death Benefits.

The provisions of Section 21548 of the Public Employees Retirement Law (Pre-Retirement Optional Death Benefit) shall be applicable to safety employee members of the Law Enforcement Unit.

5. Retirement Calculations – 3% @ 50.

Effective July 1, 2001, the percentage of final compensation to be provided for each year of credited prior and current service for Safety members of RSA shall be determined in accordance with Section 21362.2 of the Public Employees Retirement Law (3% at age 50).

B. Miscellaneous Members.

The following provisions are applicable to County miscellaneous employees in the Law Enforcement Unit.

1. Single Highest Year.

Effective September 1, 2000, the provision of Section 20042 of the Public Employees' Retirement Law (Single Highest Year) shall apply to miscellaneous employee members hired on or before December 25, 1992. Notwithstanding subsection 2 below, effective for all retirements on or after September 1, 2000, the provisions of Section 20042 shall apply to all miscellaneous employee members and the provisions of Section 20037 shall no longer be applicable.

2. County Contributions.

County miscellaneous employees in the Law Enforcement Unit hired after January 9, 1992, shall pay the employee contribution to Public Employees' Retirement System 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. Thereafter, the County shall pay the entire portion of the employee's required contribution not to exceed 7% of the employee's compensation earnable. Continuous service shall mean the continuing service of a regular or seasonal employee in a continuing payroll status, without interruption, except for authorized leaves of absence.

3. Retirement Calculations.

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

C. All Members.

The following provisions are applicable to both safety and miscellaneous employees covered under the provisions of this MOU.

1. Post-Retirement Survivor Allowance.

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

2. Purchase of Military Service Credit as Public Service.

Pursuant to Section 21024 of the Public Employees' Retirement Law, an employee may elect to purchase up to four 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.

3. Public Employees Retirement System Safety Employees Optional Pick-up.

Effective July 1, 1993, the current practices and previous MOU agreements on this subject shall be changed to conform with Public Employees' Retirement System Circular Letter No. 310-171, dated December 22, 1992.

Should legislation be passed resulting in changes to Public Employees' Retirement System policy and/or regulations on "final year conversion", and such changes are announced in a Public Employees' Retirement System Circular Letter, the parties shall meet and confer upon written request of either party within 30 days of such request.

Deputy Coroner and General Employee Related Retirement Agreements.

1. Automatic Implementation of Public Employees' Retirement System retirement enhancements for Deputy Coroners.

RSA agrees that any Public Employees' Retirement System retirement enhancement that is negotiated on behalf of, or granted to, other Riverside County Public Employees' Retirement System Miscellaneous members which, under Public Employees' Retirement System regulations, must be made applicable to all Riverside County Public Employees' Retirement System Miscellaneous members, shall automatically be granted and made applicable to all RSA represented Public Employees' Retirement System Miscellaneous members.

2. Safety Retirement – RSA efforts on behalf of Deputy Coroners.

During the term of this MOU, the County understands that RSA may seek legislation, declaratory relief, other court action, or action through CalPERS that would make all employees in Coroner classifications eligible for Public Employees' Retirement System Safety retirement. The County hereby agrees to not oppose such legislation, court or other action. However, the County retains the right to take the position that it requires Public Employees' Retirement System to approve of any amendment to its contract with Public Employees' Retirement System and that the County cannot unilaterally alter its contract but requires Public Employees' Retirement System approval for any amendments. In the event of a favorable ruling by the court, passage of legislation, and/or favorable action through CalPERS, the County shall forthwith provide Safety retirement to all employees in Coroner classifications. Upon implementation of said Safety retirement Deputy Coroners and Coroner Corporals will waive all remaining wage increases for the duration of the MOU.

Section 3. 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.

Section 4. NON-SMOKING POLICY

County Facilities.

Smoking in County facilities is prohibited except in specifically designated areas. Department heads or their designee shall identify smoking areas. Examples of areas that may be designated include: coffee rooms, cafeteria, foyers, lounges.

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, rest rooms, 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 County Disciplinary Procedure up to and including discharge.

Section 5. SCHEDULED WORK AND VACATION CHANGE NOTICE

No change shall be made to an employee's work schedule unless that employee has received five (5) days advance notice and no change shall be made to an employee's scheduled use of any earned vacation benefits unless that employee has received thirty (30) days advance written notice provided that the giving of such notice may be suspended while the following circumstances exist:

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

The requirement of giving advance notice of a work schedule change shall be satisfied by posting the change on the official bureau or station work schedule; provided that, in addition, every effort shall be made to afford the employee with at least five days advance actual notice, either in person or by telephone. The Sheriff's Department shall post an official work schedule at each bureau and station.

- c) The Sheriff is authorized to place on stand-by duty such personnel as maybe required for response to calls from members of the public at resident locations or establish stations or to perform field evidence technical services, outside of normal duty hours, estimated to be a total of approximately six shifts per day.

Section 6. VETERANS PREFERENCE

The Human Resources Administration under Section 6(a.) of County Salary Ordinance #440 is designated a merit system. Appointments, promotions, demotions, transfers, and dismissals shall be made on the basis of merit and ability. Each officer shall appoint all necessary employees allowed for their department by this ordinance only from among persons certified to them by the Human Resources Director as eligible for the respective positions. The Human Resources Director shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training and experience and shall take into consideration a system of veterans preference as may be adopted by the Board of Supervisors, by resolution. The veterans preference program shall be administered by the Human Resources Director.

Section 7. PERSONNEL FILES

The Department shall comply with California Labor Code 1198.5 entitled "Employee Inspection of Personnel File" and with the Public Safety Officers' Procedural Bill of Rights Act, California Government Code 3305 and 3306, which govern comments adverse to interest and response to adverse comments entered into personnel file.

The rights provided for in the California Labor Code and the Public Safety Officers' Procedural Bill of Rights Act are not superseded, waived or in any other manner diminished by any term or condition of this Memorandum of Understanding.

Section 8. SAFETY COMMITTEE

In accordance with County Resolutions regarding the Safety Committee, effective July 1, 1993, such committee shall include the President of the Association or a designee. The RSA representative shall be a voting member at the regularly scheduled monthly meeting.

Section 9. PERSONAL SECURITY.

An officer who is wounded or seriously injured as the result of a criminal act by another during an incident arising from or directly related to the performance of his/her law enforcement duties, shall, upon the determination of the ranking officer in charge at the crime scene, or upon reasonable request and approval by his/her unit commander, be provided with a sworn guard during his/her period of hospitalization until such time as it is determined that a threat to the officer no longer exists.

Section 10. RETIREMENT IDENTIFICATION CARD

A sworn peace officer employee who retires honorably from the Sheriff's Department or District Attorney's office, shall be entitled to receive a "retired" identification card at the time of his/her retirement as follows:

- 1) Identification cards shall bear the identification number assigned to an employee during his/her active duty service.
- 2) As a tribute to a retired employee, his/her identification number shall also be "retired" and thereafter shall not be reused or reassigned to any other employee.

In addition to the foregoing, once the County has developed a retirement badge that in the opinion of the District Attorney conforms to state law, retired peace officers shall also be issued a retirement badge at the time of their retirement and the retirement badge shall bear the identification number assigned to the retired employee during his/her active duty service.

ARTICLE VII
LEAVE PROVISIONS

Section 1. SICK LEAVE

A. Every regular employee and officer shall accrue sick leave with pay on a daily basis and computed at the rate of four (4) hours per pay period, allowable upon certificate of a physician or other proof of illness satisfactory to the Department Head. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care and care of the family. Family sick leave is defined to mean a spouse, child, domestic partner, or child of a domestic partner, parent, brother or sister of the employee, living in the same household as the employee, who is disabled by illness or injury. A "domestic partner" for the purpose of this section must meet the requirements of Section 297 of the California Family Code and must have filed a "Declaration of Domestic Partnership" with the California Secretary of State.

Quantity of sick leave usage alone is not necessarily the sole cause for concern regarding sick leave abuse. Therefore, a letter of counseling will not automatically be issued based solely upon the quantity of sick leave used.

Deputy Coroner Provision.

Every regular employee and officer shall accrue sick leave pay on a daily basis and computed at the rate of four (4) hours per pay period allowable upon 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 the following: a written statement signed on a form used by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, or their authorized representative, stating the day(s) of the illness, and a statement that the employee's illness prevents their being able to come to work; and may be required by the Department Head, County Executive Officer, or their designees, when in their judgment good cause exists for believing the employee may be abusing their sick leave privilege. An employee off work or contemplating to be off work due to illness or accident for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of illness from the employee's health care provider stating any duties an employee cannot perform, any restrictions or light duty requirements. In the absence of a more stringent departmental policy, an employee reporting off work for such leave usage shall call their department within one (1) hour before or after the scheduled shift start. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care and care of the family. Family sick leave is defined to mean a spouse, child, parent, brother, or sister of the employee, living in the same household as the employee, who is disabled by illness or injury. Every regular employee and officer shall be able to use accrued vacation, compensatory time or holiday time when sick leave has been exhausted due to extended illness verified by a doctor's statement.

Deputy Coroner Provisions (1 - 3):

1. Sick leave shall accrue at all times when the employee is in a paid status.
2. 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 the illness to the extent of the accrued sick leave, but after such termination shall derive no other benefits under this Agreement which result from being in a paid status. Unless the employee shall

have retired, payment for sick leave continuing after termination shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the County prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.

3. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery therefrom, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the Department Head believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, and on the Department Head's written request to the Human Resources Director, the determination of the period shall be subject to review and change by a physician employed or provided by the County, including a medical examination of the employee if required by such physician. 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. 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 at the following rates up to the amounts set forth in the cap:

<u>Years</u>	<u>Percent</u>	<u>Cap</u>
5 years or more up to 15 years	50%	960 hours
15 years or more	100%	960 hours

Payment resulting from death shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

Section 2. BEREAVEMENT LEAVE

Accrued sick leave, not exceeding five (5) working days may be used by a regular or seasonal employee in an active payroll status, compelled to be absent from duty by reason of the death, or critical illness where death appears imminent of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, domestic partner, or child of a domestic partner, grandparent, grandchild and step-relationships to above.

Note: For purposes of this section a "domestic partner" shall be as that defined in Section 297 of the California Family Code.

Section 3. 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 4. LEAVE WITHOUT PAY/OFFICIAL LEAVE OF ABSENCE.

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

A. Department Leave.

Department leave without pay from one up to 480 hours once in any one calendar year period may be granted to any employee by the Department head. Such leave shall be reported as Leave Without Pay via the Department's payroll. The Department head may require the leave without pay 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 Department Head.

An employee on leave without pay for illness or disability reasons will be required to present a return to work statement from the attending physician releasing the employee to duty, prior to being allowed to return to work.

B. Official leave of absence.

A Regular employee may request an Official leave of absence exceeding 480 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 Department, who may present it to the Board of Supervisors. The Board's action shall be final. Any Official Leave of Absence granted shall be for a specified period and appropriate

conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Human Resources Director or a designee.

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

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

An employee on leave without pay for illness or disability reasons will be required to present a return to work statement from the attending physician releasing the employee to duty, prior to being allowed to return to work.

The Human Resources Director shall be promptly notified of the return of any employee from an official leave of absence without pay. The Board of Supervisors shall have the right to cancel or revoke a leave of absence previously granted.

Section 5. MILITARY LEAVE

Absences on account of military duty are governed by provisions of the Military and Veterans Code and the Uniformed Service Employment and Re-employment Rights Act.

Section 6. JURY DUTY

Any employee who shall be summoned for attendance to any court for jury duty during 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. A temporary employee shall be entitled to retain jury fees, since they may not be paid as an employee for time not actually worked as such employee. 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 they shall use County transportation. Any employee designated non-exempt from F.L.S.A. absent as a witness in a private matter shall not be entitled to be paid during such absence.

Section 7. AIR POLLUTION EMERGENCY

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

Section 8. VOLUNTARY TIME BANK

A. Definition of eligible employees.

Only employees in budgeted ("Regular") positions within the Law Enforcement Unit are eligible to participate in the Riverside County Voluntary Time-bank Policy.

B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for 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 or holiday accrual. Sick leave and compensatory time may be not donated.
2. Donations of vacation or holiday accrual must be in increments of 8 hours or more and drawn from one bank only.
3. The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be converted to cash upon that person's separation.
4. An employee may not donate leave hours which would reduce their accrued leave balances of vacation, holiday accrual, compensatory time, or sick 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 and recipient's paid leave balance will be made.

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

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

2. The affected employees will provide verification of the (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave 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.

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

Section 9. PREGNANCY LEAVE

A pregnant employee shall not later than the sixth month of her term of pregnancy furnish her department with a signed physician's certificate specifying the anticipated date of delivery. If the employee wishes to work past the end of her seventh month of pregnancy, she shall furnish her department with a signed physician's certificate stating that she is physically able to continue working through a specified date prior to delivery.

If the employee wishes to return to work sooner than one calendar month after delivery, she shall furnish her department with a signed physician's certificate stating that she is physically able to perform the duties of her position.

Section 10. RELEASE TIME FOR THE PRESIDENT OF ASSOCIATION

A. The Association shall have the option to cause the County to release the Association president for full time work with the Association, while remaining on the County payroll. The Association shall be obligated to reimburse the County. The reimbursement amount for presidential leave shall be based on actual costs for salary and benefits, including overtime worked on behalf of the Association in excess of eight(8) hours per day or forty (40) hours per week, with a detailed breakdown of these costs provided to the Association at least on a quarterly basis. Said funds shall be paid by the Association upon receipt of bill.

The Association shall afford to the County 60 days advance notice whenever (1) there is a change in the identity of the president who is to be released; (2) it desires to suspend its option to secure release time for its president; and (3) it desires to reinstate the option.

B. Nothing in this section shall prohibit the president of the Association from electing to work for the County during the period covered by the exercise of the option subject to and with the approval and consent of the County. The president shall receive from the County appropriate compensation for any such work. During the period covered by the exercise of the option, the County may not require the president to perform any such duties.

C. Association agrees to indemnify, defend, save and hold harmless, County, its officers, agencies, servants and employees of and from any and all liability, claims, demands, debts, suits, actions and cause of action, including wrongful death arising out of or any manner connected with the performance of services by the President of Association, and/or the President's agents, servants or employer, for Association.

D. Where the president of the Association is a sworn peace officer, that individual shall be prohibited from taking official action in that capacity during the time while they are released to work for the Association, except under the following circumstances:

1. Where there is an on-site criminal offense.
2. Where summoned for assistance by a fellow officer in an emergency occurrence.
3. Where the president is working for the County in an authorized capacity as a sworn peace officer, in accordance with paragraph B above.

Section 11. RELEASE TIME FOR REPRESENTATIVES.

Authorized representatives of the Association shall be entitled to release time for the purpose of traveling to and from and appearing at RSA Board meetings.

During each fiscal year such authorized representatives' cumulative release time with pay shall not annually exceed 80 hours and any excess hours shall be either without pay or charged against the authorized representative's appropriate paid leave banks.

**ARTICLE VIII
VACATION**

Section 1. VACATION

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 their 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) 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 County

Executive Officer may temporarily enlarge for a specific employee or officer the maximum accumulation, by extending the period of additional vacation accrual for not more than three months, unless a different period shall be specified.

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

C. 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 their 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 their 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 Agreement, may be included in such computation, in full or in part, upon the request of the head of the department employing the person involved, and approval by the Board of Supervisors.

ARTICLE IX HOLIDAYS

Section 1. PAID HOLIDAYS

A. Only regular permanent or 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, Martin Luther King, Jr.
February 12, Lincoln's Birthday
Third Monday in February, Washington's Birthday
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Columbus Day
November 11, Veterans' Day
Fourth Thursday in November, Thanksgiving Day
(unless otherwise appointed)

Friday following Thanksgiving
December 24 and 31 when they fall on Monday
December 25, Christmas Day
December 26 and January 2, when they fall on a Friday
Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following when such date falls on a Sunday.

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

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

E. An employee who is 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 that holiday.

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

G. 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; provided that any sworn peace officer, who is a member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County shall be paid for such holiday at their regular rate of pay not to exceed eight (8) hours pay.

H. Any sworn peace officer who is a member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County whose regularly scheduled working day falls on a paid holiday, and who works on that holiday, shall be entitled to not more than twelve (12) hours of compensation at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, in addition to their regular rate of pay for the time actually worked; provided, however, that any affected employee who has any accumulated compensatory time off credit in the "holiday bank", shall retain such benefits until the "holiday bank" has been exhausted.

Correctional Deputy I, II and Correctional Corporals whose regularly scheduled working day falls on a paid holiday, including the Martin Luther King, Jr. Holiday, who works on that holiday, shall be entitled to not more than 12 hours of compensation at the rate of one and one-half (1-1/2) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked.

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

I. A full-time employee who is a peace officer in the Sheriff's Department and a member of the Law Enforcement Unit of representation, as defined in the County's Employee Relations Resolution, shall receive compensation for the Martin Luther King, Jr. holiday as follows:

1. Any such employee whose regularly scheduled day off falls on that holiday shall be entitled to eight (8) hours compensatory time off.

2. Any such employee whose regularly scheduled work-day falls on that holiday who elects to take off that day as a holiday, with approval of the County, shall receive such time off without any loss of pay.

3. Any such employee whose regularly scheduled work-day falls on the holiday and who works that holiday shall receive compensatory time off at the rate of time and one-half (1-1/2) for all time actually worked on that day, which compensatory time off shall be in addition to the employee's regular pay for that work day.

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. REIMBURSEMENT RATES FOR MEALS

Reimbursement rates for meals will be the following:

Breakfast up to	\$10.00
Lunch up to	\$15.00
Dinner up to	\$25.00

If the County, by Ordinance or otherwise, provides for a higher rate, that rate shall apply. The existing criteria for paying for meals shall continue to be used by the County.

Section 4. GENERAL PROVISIONS

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

Section 5. MOVING EXPENSES-CURRENT EMPLOYEES

Upon the written request of an employee, the Department Head, and the County Executive Officer, may authorize payment of all or part of the actual and necessary expenses incurred for moving the household and immediate family of the employee from one part of the County to another, when the headquarters of the employee is permanently changed for the convenience of the County.

Such authority shall be obtained in advance of the move, shall be subject to such reasonable conditions as the County Executive Officer may require, shall specify the maximum amount authorized and shall not be granted more than once in any one year period for any one employee, nor for any employee until he/she has been continuously employed by the County for at least one year preceding the authorization. If the employee voluntarily terminates employment with the County within one year of the payment of the expenses set forth herein, the employee shall, within 30 days of the effective date of the voluntary termination of employment with the County, reimburse the County the full amount of any payment received by the employee for the expenses set forth herein.

Section 6. REIMBURSEMENT FOR DAMAGED CLOTHING OR PROPERTY

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

Section 7. EXTRADITION PAY

Extradition Staff 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 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 Sheriff 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.

Section 8. 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 rate, if any, shall be made pursuant to the IRS rate effective January 1 of each year and mileage claimed on or after that date shall be reimbursed at that new rate.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. INTENTION

It is the intent of this procedure that grievances be settled at the lowest possible administrative level.

Section 2. GRIEVANCE DEFINITION.

Except as outlined below, a "grievance" is a dispute - the solution of which is wholly or partially within the province of the County to rectify - that involves the interpretation or application of the MOU; or existing (a) Ordinances, (b) rules, (c) regulations, or (d) policies concerning wages, hours, and other terms and conditions of employment. Where a grievance affects more than one employee, RSA may file a grievance by identifying the affected employees, either by name or some other method that makes their identity clear. A grievance does NOT include:

- (a) Matters reviewable under some other County administrative procedure;
- (b) Matters for which the solutions of which would require the exercise of legislative power, such as the adoption or amendment of an Ordinance, rule, regulation, or policy established by the Board of Supervisors;
- (c) Matters involving the termination of a probationary, seasonal, or temporary employee;
- (d) Matters involving the appeal of a dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons against a permanent employee, pursuant to the provisions of Article XII; and,
- (e) Matters involving a departmental performance evaluation (1) with respect to permanent employees, including those in a promotional probationary status, if the evaluation rating overall is satisfactory (or competent) or better or (2), with respect to employees in their initial probationary period.

Section 3. FREEDOM FROM REPRISAL

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

Section 4. EMPLOYEE REPRESENTATION

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure. An employee who is a member of RSA may only be represented by RSA.

Reasonable access to work areas by representatives of RSA shall be in accordance with Section 20 of the Employee Relations Resolution. The grievant(s) 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(s) unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

Section 5. CONSOLIDATION

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

Section 6. RESOLUTION

Any grievance petitions settled at any point during the grievance-arbitration procedure shall be final and binding on the parties to the settlement.

Section 7. WITHDRAWAL

Any grievance petition may be withdrawn by filing party at any time, without prejudice.

Section 8. TIME LIMITS

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

Section 9. RESUBMISSION

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

Section 10. EXTENSION OF TIME

The time limits within which action must be taken or a decision made as specified in this procedure may be extended by written consent of the parties.

Section 11. STEPS IN THE GRIEVANCE PROCESS

The following procedure shall be followed:

A. Discussion with Supervisor:

Prior to filing a written grievance petition, the employee(s), or the employee's representative, shall first take the matter up with the immediate Supervisor or the appropriate person in management if the immediate Supervisor is not in a position to remedy the concern. 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. If a group of employees is involved then the group is entitled to a silent observer. An observer who interrupts or participates in the discussion may be excluded from the discussion by either the employee(s) or the Supervisor. Grievances filed by RSA on its own behalf may be filed in writing without any prior discussion with supervision.

B. Submission of Written Grievance:

All grievance petitions shall be filed within fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance, or within fifteen (15) days of the discovery of the circumstances giving rise to the grievance, or when those circumstances reasonably should have been discovered, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist. RSA shall submit the grievance petition to the Human Resources Department on the form prescribed by the Human Resources Director. No grievance petition shall be accepted for processing until the grievance petition is complete. The Human Resources Department shall forward a copy of the grievance petition to the appropriate Department Head(s).

C. Grievance Meeting:

Within fifteen (15) working days after submission of the grievance petition, the Department Head, or a designee, and the Employee Relations Division Manager, or a designee, shall meet with RSA to discuss the grievance. No later than fifteen (15) working days thereafter, the Employee Relations Division Manager, or a designee, shall render a written decision.

D. Demand for Arbitration:

If a grievance is not resolved through the grievance meeting, a demand for arbitration may be presented in writing to the Employee Relations Division Manager or a designee within ten (10) working days after receipt of the decision of the Employee Relations Division Manager, or a designee.

Section 12. ARBITRATION

A. After submission of a demand for arbitration, the parties shall attempt to agree on an arbitrator. The parties shall maintain an "Arbitrator Strike List." Arbitrators may be added or deleted from the "Arbitrator Strike List" only by mutual agreement of the parties. If the parties are unable to agree, then an arbitrator will be selected by the parties alternately striking names from the "Arbitrator Strike List" until one (1) name remains who shall serve as the arbitrator.

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

C. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses who 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 Division Manager, or a designee, with the employee's Department Head at least two (2) working days in advance of the hearing date.

D. Prior to the arbitration hearing, the parties 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 substantive issue(s) 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. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.

E. All grievances filed by RSA shall be heard and discussed in the grievance procedure up to and including the grievance meeting; no grievance shall be rejected from the grievance procedure. In the event that the County maintains that the issue is not subject to arbitration the issue of arbitrability shall be resolved by an Arbitrator on the Arbitrator Strike List who shall be selected by mutual agreement of the parties but who will not hear the underlying dispute. In the event that the arbitrator finds that the grievance is arbitrable, the parties shall select a different arbitrator to hear the underlying dispute.

F. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU. No arbitrator shall have any power to alter, amend, modify, or change any of the terms of this agreement or shall exceed the authority provided to him by this agreement.

G. Arbitration proceedings shall be conducted pursuant to the 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 hearing.

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

J. Either the Human Resources Department or RSA may appeal the decision of the arbitrator to the Board of Supervisors within fifteen (15) calendar days of the date of the arbitrator's award. All appeals must include a copy of the award. A copy of the appeal, and all documents submitted to the Board of Supervisors in support thereof, shall be served on the respondent by the appellant at the time the appeal is filed. The respondent shall have ten (10) calendar days from date of the receipt of the appeal in which to file and serve its written opposition, if any. The Board of Supervisors shall hear and decide the appeal within forty-five (45) calendar days of the date of the appeal. The Clerk

of the Board of Supervisors shall give reasonable notice to both parties of the date the matter will be heard by the Board. Both parties shall be given a minimum of fifteen minutes to present oral argument in favor of their respective positions; however, no additional testimony will be taken.

The Board of Supervisors may either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest. If the Board of Supervisors rejects all or part of the arbitrator's decision, the Board shall state its reasons for rejection in a written decision. The decision of the Board of Supervisors shall be the final step in these administrative procedures. If RSA is dissatisfied with the Board's decision it may bring an action in Superior Court to enforce the MOU.

In the event that neither party appeals within fifteen (15) calendar days of the date of the arbitrator's award, the Arbitrator's Award shall be final and binding on the parties. In the event that Human Resources appeals but the Board of Supervisors does not rule on the appeal within forty-five (45) calendar days of the appeal, the arbitrator's ruling shall be final and binding. In the event that RSA appeals but the Board of Supervisors does not rule on the appeal within forty-five (45) calendar days, RSA will have exhausted its administrative remedies and may bring an action in Superior Court to enforce the MOU.

Unless mutually agreed, proceedings conducted at any step of the grievance-arbitration procedure shall be private except the proceedings before the Board of Supervisors.

ARTICLE XII DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Each employee who has completed an initial probationary period, and any extension, has permanent status. No employee with permanent status shall be disciplined or discharged without good cause.

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.
- p. Violation of the County Anti-Violence in the Workplace Policy.

Section 3. An employee may be terminated as a result of a reduction in force or abolition of a function.

Section 4. Suspension of an employee shall not be for more than 40 working days.

Section 5. 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 6. CORRECTIONAL DEPUTIES PROCEDURAL BILL OF RIGHTS
Correctional Deputies will be afforded the protection of Government Code 3300, and subsequent sections, commonly referred to as the Peace Officer's Procedural Bill of Rights.

Section 7. DISCIPLINARY APPEAL PROCEDURE/GENERAL

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

A. As used in this Procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons, that directly affects the wages, hours, or working conditions of a permanent employee.

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

C. The Employee Relations Division 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 Division Manager may be exercised by a designated subordinate.

Section 8. Notice of Disciplinary Action

A. Intent Letter.

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

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

B. Implementation Letter

- (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 9. INVOLUNTARY LEAVE OF ABSENCE

A. Pending investigation by the department of an accusation against an employee involving misappropriation of public funds or property, drug addiction, mistreatment of a patient or inmate at a County facility, or an act which would constitute a felony or a misdemeanor involving moral turpitude, the department head may place the employee on leave of absence for not to exceed 15 working days.

B. If disciplinary action is not taken on or before the date such a leave is terminated, the employee shall be deemed to have been on duty.

C. If disciplinary action is taken on or before the date such leave is terminated, the disciplinary action may be taken retroactive to any date on or after the date the employee went on leave. Notwithstanding the service provisions of Section 8, the disciplinary action under such circumstances shall be valid if written notice is served upon the employee not later than fifteen (15) working days after the employee is notified of the disciplinary action.

Section 10. APPEALS

Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Employee Relations Division 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 any notice of disciplinary action served on the employee;
- b. A brief statement of the facts and reasons for the appeal; and
- c. A brief statement of the relief requested.

Section 11. AMENDED NOTICE OF DISCIPLINARY ACTION

- a. At any time before an employee's appeal is submitted to the Hearing Officer for decision, the Department head may, with the consent of the Employee Relations Division Manager, serve on the employee and file with the Employee Relations Division Manager an amended or supplemental notice of disciplinary action.
- b. If the amended or supplemental notice presents new causes or allegations, the department shall process said notice in accordance with Section 7 above. However, the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 12. 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 13. DISCIPLINARY APPEAL PROCESS - MEDIATION ARBITRATION

It is hereby agreed, that in all disciplinary matters, the parties, at any stage of the appeal process may mutually agree to the process of mediation-arbitration. It is specifically intended that said process of mediation-arbitration shall act as a settlement vehicle and shall not be a replacement or substitute for final and binding arbitration.

Once the parties have mutually elected to proceed to mediation-arbitration they shall select a mediator-arbitrator from the mediation-arbitration panel which consists of the following individuals: David Hart, Curtis Lyons, Tom McCarthy, and Draza Mrvichin.

The mediation process shall be informal and no testimony shall be taken by the mediator-arbitrator. The representative for each party shall make an opening statement and summarize their case to the mediator-arbitrator without the use of testimonial evidence. It is preferred that the grievant as well as a supervisor with the Sheriff's Department who is conversant with the facts of the case be present during the mediation-arbitration process.

The parties specifically agree that there shall be no court reporters, live testimony, written briefs, or written decisions rendered by the mediator-arbitrator.

If through the mediation-arbitration process the case is resolved, the results of the mediation-arbitration process shall be reduced to writing in the form of a settlement agreement between the parties.

To promote free discussion of settlement options, the parties agree that statements made or documents prepared for use in the course of the mediation-arbitration are confidential pursuant to

California Evidence Code 1152.5 and are not admissible in evidence or subject to discovery in any proceeding unless all parties to the mediation-arbitration consent.

In the event that the matter is not resolved through the mediation-arbitration process, the parties shall select an arbitrator from the arbitration panel agreed upon for disciplinary cases.

In cases involving minor discipline (suspension of forty (40) hours or less) the parties shall utilize the same arbitration panel agreed upon for disciplinary cases pursuant to the MOU.

Section 14. HEARING PROCEDURE

A. The parties shall maintain an Arbitrator Strike List from which hearing officers shall be selected. The inclusion or removal of names from the list shall be by mutual agreement of the parties. The parties shall attempt to mutually agree on an arbitrator. Should the parties be unable to mutually agree upon an arbitrator, then they shall alternately strike names from the Arbitrator Strike List until one name remains.

B. The hearing shall be set by the Employee Relations Division Manager at an early date, taking into consideration the availability of the parties. The employee and the Department Head shall be given not less than (10) working days notice of the hearing by the Employee Relations Division Manager. The Employee Relations Division Manager may postpone or cancel a hearing on reasonable notice to the employee, the Department Head, and their respective representatives.

C. Unless represented by counsel, the appellant may be represented only by an attorney retained by RSA, RSA Legal Defense Trust or an RSA staff representative.

D. It shall be the duty of any County Officer or employee to attend a hearing and testify upon the written request of either party, or the Hearing Officer, provided reasonable notice is given the department employing the officer or employee. The Employee Relations Division Manager, or designee, shall arrange for the production of any relevant County record. The Hearing Officer is authorized to issue subpoenas.

E. All appeal hearings involving a dismissal or demotion of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the Department Head may, at his own expense, provide a reporter for the hearing.

F. The expenses of the Hearing Officer and hearing 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.

G. Any employee not represented by RSA shall be required to pay a fee equivalent to the filing fee for a Limited Civil Case in the Riverside County Superior Court (currently \$325.00) before the hearing will be scheduled. The County will pay the remaining costs of the Hearing Officer and any fees for attendance of a court reporter if one is required by the MOU. The employee shall pay for all other costs associated with the hearing, including, but not limited to, his/her legal fees, costs of discovery, costs of any transcripts ordered by the employee or his/her representative, and expenses of witnesses who are called by the employee or his/her representative. The location of the hearing will be determined by mutual agreement of the parties; or in the absence of such an agreement, at a neutral location set by the Hearing Officer.

H. Within thirty (30) days following the submission of the appeal, the Hearing Officer shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. Either party may request that the Hearing Officer to issue a decision in less than thirty (30) days. The decision of the Hearing Officer shall be final subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil Procedure.

(1) The Hearing Officer shall confine his/her decision to issues raised by the statement of charges and responses and render a decision based on the written MOU between the parties. The Hearing Officer may sustain, modify, or rescind an appealed disciplinary action imposed by the Department Head.

(2) If the Hearing Officer 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 to restoration of pay and/or fringe benefits in a manner consistent with the Hearing Officer's decision.

(4) In the case of discharges, if the Hearing Officer 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 Hearing Officer.

(5) If the Hearing Officer 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.

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

(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. Where unemployment insurance is deducted from the restoration amount, the employee shall not be required to make further restitution. The appellant shall supply such outside employment earning records during the period of time in question when requested.

(8) The employee and the Department Head shall have these rights:

- (a) To call and examine witnesses;
- (b) To introduce exhibits;
- (c) To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination;

- (d) To impeach any witness regardless of which party first called the witness to testify; and
- (e) To rebut any derogatory evidence.

(9) The hearing shall be a private proceeding among the County, the employee and the employee organization. Attendance of others during the proceeding will be at the discretion of the arbitrator.

Section 15. 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 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.
- E. Oral evidence shall be taken only on oath or affirmation.
- F. Any employee not testifying in his/her behalf may be called and examined as on cross-examination.
- G. The intention of the parties is that appeals and arbitrations be adjudicated as efficiently and economically as possible. In cases involving hearings in excess of three (3) days the parties may engage in a case management process with the Hearing Officer. The case management meeting, if agreed upon, must be held at least thirty (30) days prior to the first scheduled date for the hearing and may be held telephonically.

ARTICLE XIII
ANTI-STRIKE CLAUSE

It is hereby agreed that the Riverside Sheriffs' Association Inc. (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 MOU.

Should a strike, sick-in, picketing, boycott, or any other interruption of work occur, the County shall notify the Riverside Sheriffs' Association Inc. (RSA) of the existence of such activity and the

Association will take all reasonable steps to terminate such activity and induce the employees to return to work.

ARTICLE XIV LAYOFF AND REINSTATEMENT

Section 1. DEFINITION OF SENIORITY

Seniority shall be defined as the length of an employee's continuous service with a County department in a regular position, and shall be determined within each department from the day each employee was officially appointed to the department, provided, however, that any regular employee who, as a result of promotion, transfer, or voluntary demotion is appointed to a regular position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.

Whenever more than one employee in a department has the same number of days seniority, the seniority of each employee as it relates to the others shall be determined by the Department Head.

Seniority shall continue to accrue during vacation, sick leave, layoff not exceeding two years, any authorized leave of absence of less than three months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service, but seniority earned prior to the break in continuous service will not be lost.

Except as otherwise herein provided in Section 3 of this Article, an employee shall lose seniority upon resignation, retirement, termination, or failure to return to work from layoff within seven days after being notified to return by certified or registered mail addressed to the employee at their last address filed with the Human Resources Department.

Section 2. REDUCTION IN FORCE

When it becomes necessary to reduce the work force in a department, the Department Head shall designate the job classification and number of employees to be eliminated within their department or division, institution or other organizational unit of their department identified in the department sections of this ordinance, in making a reduction in the work force. 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.

Any reduction in the number of regular employees holding a job classification designated by a Department Head shall be made by layoff of employees in the following order of employment status:

- Temporary promotion employees;
- Probationary new employees;
- Probationary transfer employees, probationary promotional employees and permanent employees.

Layoffs of employees within each category of employment status shall be based primarily on length of continuous service within the department with the employee with the shortest seniority 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. Written notice shall be given employees laid off out of seniority of such fact.

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. 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 notice shall include:

- The reason for layoff;
- The effective date of the action;
- The rules governing retention on the Departmental Reinstatement List; and
- If laid off out of seniority.

If an employee has previously held permanent or probationary 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.

Section 3. REASSIGNMENT

An employee who would otherwise be terminated for failure to accept reassignment may terminate and be placed on the Departmental Reinstatement List if both of the following conditions exist:

- 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
- 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.

An employee who chooses to terminate 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 working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

Section 4. DEPARTMENTAL REINSTATEMENT LIST

A. The name of every regular employee who is laid off, or transfers or demotes to a formerly held classification in the same department for longer than one pay period due to a reduction in force shall be placed on a Departmental Reinstatement List. Vacancies to be filled within a department shall be offered, first in order of seniority, to individuals named on the Departmental Reinstatement List who at the time of the reduction in force, held a position in the same job classification within the department as the vacancy to be filled.

The department, for reasonable cause, may require a reinstated employee to serve a probationary period of six months.

B. Prior to the effective date of layoff, every employee given notice of layoff for a period of time longer than one pay period, may schedule an employment counseling session with the Human Resources Department in order to determine those job classifications and locations within the County of Riverside for which the employee meets employment eligibility requirements and desires to be considered for employment.

C. Individual names may be removed from the Department Reinstatement List for any of the following reasons:

1. The expiration of two years from the date of placement on the list.
2. Reemployment with the County in a regular full-time position in a department other than that from which the employee was laid off.

D. Failure to report to work within seven days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty miles from the last work location or the employee's home, whichever is closer.

E. Failure to respond within seven days of mailing of a certified letter regarding availability for employment.

F. Request in writing to be removed from the list.

Section 5. STATUS ON REEMPLOYMENT.

A regular employee who has been laid off or terminates in lieu of reassignment and is reemployed in a regular position within two years from the date of layoff or termination shall be entitled to:

A. Restoration of all sick leave credited to the employees' account on the date of layoff or termination.

B. Continuation of seniority if reemployed by the same department from which the employee was laid off or terminated.

C. Restoration of seniority accrued prior to layoff shall be credited to the employee upon successful completion of the applicable probationary period when the employee is reemployed in another department.

D. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.

E. Placement in the salary range as if the employee had been on a leave of absence without pay if they are reinstated to the same job classification in the same department from which they were laid off or terminated.

For future step increases, the employee's hours in a step within a range shall be the higher of:

1. The current hours in the step within the range of the current position held or;
2. The same number of hours in the step within the range of the position which he/she left.

ARTICLE XV CORONER BENEFITS

Optical Insurance.

The County agreed to provide an optical plan as an option under the County's flex benefit plan (cafeteria plan) subject to the insurance committee proceedings as shown in a subsequent section of this agreement, and any subsequent meet and confer session or impasse procedure in order to reach agreement. 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 agreement). An employee's option for optical insurance only does not qualify the employee for cash back.

Deferred Compensation.

The County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to \$7,500 total in any one (calendar year) in accordance with the County's approved Deferred Compensation Plan.

Long Term Disability Insurance

In lieu of providing short-term disability insurance benefits, Deputy Coroners will be enrolled in the County's long-term disability insurance program at a rate not to exceed \$412.97 per year.

ARTICLE XVI RSA BENEFIT TRUST

1. The RSA and the County agreed that the County would file with the Board of Administration of the California Public Employees' Retirement System on or before May 31, 1994, a resolution by the Board of Supervisors which elects pursuant to Government Code Section 22853 to cease to be subject to the provisions of the Public Employees' Medical and Hospital Care Act ("PEMHCA") effective August 1, 1994, with respect to the Law Enforcement Unit of the County and to terminate participation of employees in that unit in PEMHCA.

2. The County and RSA agreed to replace the existing medical, dental and vision benefits systems with a medical benefits trust. The trust will be sponsored by the RSA and will be administered solely by trustees appointed by the RSA. It is the intent of the parties that the trust be tax-exempt and be subject to the Employees Retirement Income Security Act of 1974.

3. It is the intent of the parties that the trust will be responsible for selecting and administering the medical, dental and vision benefits to be provided to bargaining unit members (hereinafter "employees") and the present and future bargaining unit retirees (hereinafter "retiree"). The parties acknowledge that the trust has negotiated with health care service plans or health insurers to

provide health coverage for employees and retirees. The trust may from time to time review the health plan options it offers employees and retirees and consider instituting new options which shall include but not be limited to self-insurance. The County shall bear no responsibility for the medical benefit plan options selected by the trust.

4. The trust will administer the medical benefit plans it selects, with trust administrative duties including, but not limited to conducting open enrollment periods, maintaining eligibility, responding to questions from participants, adding and dropping participants and dependents, and coordinating with the County concerning these issues.

5. The parties agree that the medical benefit plans selected and administered by the trust will be components of the County's section 125 plan.

6. The County agrees to maintain its administrative responsibilities with respect to issues of withholding, issuance of W-2s, payment of cash to participants, and payroll deduction with respect to the section 125 Plan and the medical benefit plan offered by the trust.

7. The County agrees to make an aggregate payment each month to the trust. The County's contribution on behalf of employees toward the aggregate payment shall consist of the lesser of (1) the total of the premiums due for the plans selected by employees, or (2) the County's maximum contributions per employee as set forth in the current MOU (Not to include the amount set forth in Article II [E.]). The County shall include in that aggregate payment those amounts deducted from employee salaries which represent the balance between the premiums of the plans selected by employees and the County's maximum contribution per employee. The County shall also include in that aggregate payment the County's contribution of \$25.00 on behalf of each retiree enrolled in a major medical plan administered by the trust. The trust will be responsible for collecting from retirees the balance of the premiums due for the trust medical benefit plans in which the retirees are enrolled.

8. The due date for the monthly aggregate payment by the County to the trust shall be the tenth of each month commencing August 10, 1994.

9. The parties agree that the premium for each medical benefit plan administered by the trust shall include an amount for the reasonable costs of trust administration in an amount not to exceed \$10.00 per electing employee and retiree per month.

10. The trust bears full responsibility for transmitting the appropriate premium payment to the relevant medical benefit plan provider or health insurer by the appropriate payment date. The trust will submit to the County on a timely basis evidence of payment by the trust of premiums to the outside medical benefit plan provider or health insurer.

11. The RSA and the County agree to cooperate fully to resolve any administrative issues which may arise in the implementation of these MOU provisions.

12. The parties agree that the County's sole financial obligation with respect to the trust and the medical benefit plans administered by the trust is to make the monthly aggregate payment set forth in paragraph 7 of this Article and Article II (E.). In the event the outside medical benefit plan provider or health insurer increases the premium for a medical benefit plan administered by the trust, the County shall bear no responsibility for payment of any part of the increases.

13. If for any reason the trust becomes insolvent or is otherwise unable to satisfy its obligations, the County shall bear no responsibility to remedy that situation other than to make the County payments set forth in this agreement.

14. The County agreed to submit this agreement to the Board of Supervisors for ratification together with the resolution described in paragraph 1 and the financial operations agreement between the trust and the County. The County agreed to submit these three documents to the Board of Supervisors in a sufficiently timely fashion to permit compliance with the filing deadline set forth in paragraph 1 of this agreement.

15. The parties agree to discuss the provision of medical benefits to employees and retirees in the event of the passage of federal legislation which prohibits the delivery of medical benefits to employees and retirees through the trust.

16. Effective January 3, 2008, the County's monthly contribution on behalf of each active employee in the Law Enforcement Unit shall be increased by \$72.00 to \$640.00.

Effective January 1, 2009, the monthly contribution shall be increased by \$36.00 to \$676.00.

Effective December 31, 2009, the monthly contribution shall be increased by \$36.00 to \$712.00.

17. In addition to the above, effective December 27, 2001, the County shall contribute \$25.00 per bi-weekly pay period, times the number of employees represented in the Law Enforcement Unit, to the RSA Benefit Trust.

The County and RSA agree that the County shall contribute \$25.00 per bi-weekly pay period times the number 1800, which equates to \$45,000.00 to the RSA Benefit Trust ("Benefit Trust") for the employees represented in the Law Enforcement Bargaining Unit ("Unit"). The County shall consistently issue such payment in the amount of \$45,000.00 for each pay period within three business days from the date the members of the Unit are paid. The number 1800 is agreed upon by both parties as a fair representation of the number of employees represented in the Unit, subject to an annual audit jointly conducted by both parties, as set forth below, in March of each year.

In preparation for said audit, the County shall provide RSA with a report of the number of employees in the Unit for Pay Period 8, Pay Period 15, Pay Period 23 of the past year and Pay Period 3 of the current year, including the documentation used to determine the number of employees. Said report and documentation shall be issued with the Benefit Trust payment for each of the afore-referenced pay periods.

On or about March 18th, or 30 days prior to the close Pay Period 8, the County and RSA shall meet and jointly conduct an audit to determine whether monies are owed to RSA or the County as a result of any underpayment or overpayment to RSA for the Benefit Trust for payments made for Pay Periods 8 of the past year through Pay Period 7 of the current year, based upon the actual number employees represented in the Unit for each pay period.

In addition, at that time, on or about March 18th, or 30 days prior to the close of Pay Period 8, RSA and the County shall meet and agree upon a fair number to represent the number of employees in the Unit for the Pay Periods 8 of the past year through Pay Period 7 of the current year, to be used in

the calculation for monies paid into the Benefit Trust by the County for said pay periods as provided by the formula above, subject to the annual audit to be conducted by the parties.

The above-referenced procedures for determining the Benefit Trust payments, including the determination of amount of monies to be paid, the reports and supporting documentation to be provided and the annual audit of such payments, will be repeated for each and every year until such time the parties change the language in the MOU.

ARTICLE XVII
SENIOR PROGRAMS/PROMOTIONAL PROCEDURES

Section 1. SHERIFF'S DEPARTMENT SENIOR PROGRAM

Senior Position Allocation. Ten percent of the authorized positions for Correctional Deputy for each station or facility will be appointed to the classification of Senior Deputy.

Employees Affected. Sheriff's Department peace officers holding the rank of Sheriff's Investigator, and Sheriff's Department custodial officers classified as Correctional Deputy II and Correctional Corporal.

Senior Classifications. Employees appointed to Senior positions shall be classified as "Senior Sheriff's Investigator", "Senior Correctional Deputy II" or "Senior Correctional Corporal".

Categories of Senior Employees. For purposes of the Senior Program, eligible employees and allocated Senior Positions will be divided into three categories: Corrections, comprised of Correctional Deputies II and Correctional Corporals assigned to the Corrections Division; Field Services, comprised of Sheriff's Investigators assigned to patrol and support functions; Court Services, comprised of Sheriff's Investigators assigned to the courts and support functions. Eligible employees will compete only within their category. Any Senior transferring out of a Division to which the specific Senior was allocated, to a non parallel job or position, will lose their Senior status or eligibility position and must re-test for a Senior position when eligible.

Eligibility - Field Services and Court Service.

Employees who:

- Are not on initial or promotional probation,
- Possess a basic P.O.S.T. certificate,
- Have a competent performance evaluation (E.R.)

Eligibility - Corrections.

Employees who:

- Have completed 12 months of continuous service at current assignment and classification.
- Deputies are performing at a competent level in their present assignment.
- Deputies must agree to serve a 12-month period in Corrections after appointment to Senior Deputy.

- Correctional Deputy II and Correctional Corporal who have a competent E.R.

Basic Provisions.

1. The Senior classification consist of those employees recognized as exemplary performers. The Sheriff shall designate employees to the Senior classification only from a list of eligible candidates which has been developed by an assessment board. Designation to the Senior classification will not be based solely upon a candidate's current assignment, but upon the candidate's proven ability to perform at an exemplary level.
2. Employees designated to the Senior classification will retain their primary job functions except as department procedures allow for re-assignment and movement of personnel.
3. Senior employees can expect added responsibilities as might be required by the Sheriff, which may include functional supervision, as designated, of other employees.
4. Employees designated to the Senior classification shall retain their Senior status through any re-assignment within the same bureau, station or corrections facility unless returned to their prior classification or if transferred to a different bureau, station or corrections facility.
5. A Senior employee who "voluntarily" transfers to a different work site, within the same category, i.e., field, courts or corrections assignment, will lose their Senior classification and shall be placed on the existing eligibility list of the new bureau or station in the current position number six, or if there are fewer than six persons on the list, in the last position.
6. A Senior employee who is "involuntarily" transferred to a different work site, within the same field, courts or corrections assignment, will lose their Senior classification and shall be placed on the existing eligibility list of the new bureau or station in tie with position number one. The tie shall cease to exist when one of the candidates in position number one is designated as Senior.
7. An employee "eligible" for a Senior position who is voluntarily transferred to a different work site, within the same field, court or corrections assignment, shall be placed on the existing eligibility list of the new bureau or station in the current position number six, or if there are fewer than six person on the list, in the last position.
8. An employee "eligible" for a Senior position who is "involuntarily" transferred to a different work site, whether in a field, court or corrections assignment, shall be placed on the existing eligibility list of the new field, courts or corrections station in tie with the same position currently held at the previous bureau or station. The tie shall cease to exist when one of the candidates in the ties position is designated as Senior.
9. Corrections Seniors transferred internally between Riverside Jail, R.P.D.C., RCRMC, and Planning; or between Banning Jail and B.C.F., will not lose their Senior status.
10. The President of the Association, if a Senior employee at the time of election, shall retain their Senior classification while serving as Association President. The President may

also be appointed to a Senior classification under the bureau/station assigned before serving as President, if eligible.

Salary. Nine (9) ranges above the employee's current range of pay at the same step.

Insignia. Senior employees shall wear upon the service uniform an identifying insignia as established by the Sheriff.

Procedure for Senior Designation. When directed by Departmental Memorandum, employees meeting the eligibility requirements may apply for placement on the Candidates' Eligibility List by completing an application on a standardized form and submitting the application to Sheriff's Administration. The employee shall attach to the application their most recent employee performance evaluation (E.R.) and optionally, a resume. The applications and attachments shall be reviewed and used by the assessment board in compiling an eligibility list for successful candidates. The Sheriff shall select employees from the eligibility list for designation to the senior classifications.

Assessment Board. The assessment board shall evaluate each applicant for Senior classification based upon the written application, most recent performance evaluation (E.R.) submitted, work history, past and present experience, past and present performance, judgment and reasoning ability, leadership ability, education and performance during the assessment board interview. The interview may include scenarios intended to elicit responses illustrating the applicant's judgment and knowledge.

A standardized rating form with instructions, developed jointly by the Sheriff and the RSA President, or their designees, shall be used by each assessment board member in evaluating each applicant. The rating form shall be averaged to obtain the applicant's final score. Applicants with a final score of 70% or greater shall be placed on the Candidates Eligibility List in descending order of scores. Notification and posting of the eligibility list shall follow the promotional procedure. There shall be eligibility lists for Deputy Sheriffs, Sheriff's Investigators, and Correctional Deputies II and Correctional Corporal, for field services, court services and corrections separately. The Sheriff shall promote to the Senior classifications from the top six candidates on the eligibility list appropriate for the vacant position.

An assessment board shall convene and develop an eligibility list once every two years. If an eligibility list has six or fewer names, the Sheriff may convene an assessment board to develop a new Candidates' Eligibility List, which will expire at the end of the original two-year testing. No candidate shall remain on a list for a period longer than 24 months without retesting.

Separate assessment boards shall be formed relative to the positions to be filled, i.e., field, court services and corrections. Each member of the board is to be a Department member with relevant knowledge and experience to those job classifications to be evaluated. The assessment board shall consist of five (5) members. The chairperson will be a lieutenant or above, chosen by the Sheriff. The remaining board members shall be chosen, two by the Department and two by RSA. The assessment board for court services shall be selected as above, except one selection by the Sheriff will be one from court services east and one court services west. The selections by RSA will be one from court services east and one from court services west.

Demotions. Any employee designated to a Senior classification may be demoted at the discretion of the Sheriff for failure to maintain a level of exemplary performance. A demotion caused by job performance is grievable through existing county-wide grievance procedures. The burden of

proof will rest with the employee to prove that here was an abuse of discretion on the part of the Department. The Association agrees that demotions caused by transfer are not a grievable matter.

Other Provisions.

1. The Sheriff's Department's Senior Program is intended to be a permanent program to reward employees for exemplary performance. However, it may be changed in whole or part through the negotiation process during regular contract negotiations. By mutual agreement, a re-opener can take place during the term of an M.O.U./contract to resolve specific problems with the program.
2. The Sheriff shall not leave any Senior classification position vacant, except for a reasonable period, following 1) promotion or demotion from the position, 2) abandonment of the position, 3) termination of the employee holding the position, 4) exhaustion of the list (no remaining candidates), 5) the Sheriff's declaration that the list is exhausted (six or fewer candidates at the option of the sheriff), or 6) the transfer of an employee with a Senior classification to another bureau or station.
3. The Deputy Sheriff, Sheriff's Investigator, and Correctional Deputy II and Correctional Corporal pay scales shall continue to be negotiable.
4. There is no limit as to the period of time that an employee appointed to the Senior classification can remain in that classification, unless transferred or promoted to a higher rank, or demoted. The intent of the program is not to rotate the available Senior classification positions from employee to employee, but instead to reward individuals on a continuing basis for providing service in an exemplary manner within a given bureau or station.

Section 2. SHERIFF'S INVESTIGATOR AND SERGEANT PROMOTIONAL PROCEDURES EXAMINATION PROCESS

- A. The examination process for the class of Sheriff's Investigator and for the class of Sheriff's Sergeant shall include a written examination administered by the Human Resources Department with a weight of 50%, an oral examination conducted by the Sheriff's Department with a weight of 20%, and an evaluation of promotability conducted by the Sheriff's Department with a weight of 30%. Candidates must attain a passing score on the written examination in order to compete in the oral examination and promotability evaluation portions of the examination process.
- B. The Human Resources Department will compute the final combined, weighted score for the examination process for each candidate, based upon the three elements of the process described above.
- C. The County shall make every effort with respect to the written promotional examination to provide specific source or reference material from which questions and answers have been derived and shall communicate it to the candidates at the time of the examination announcement.

Examination Process Results.

- A. The Human Resources Department will notify all candidates by mail of their individual examination results including the score received on each examination and the final combined, weighted score.
- B. The Human Resources Department shall provide the Sheriff's department with a list of eligible candidates in descending order, based upon the combined, weighted scores. The list shall not contain actual scores, but will indicate those candidates having received tied scores who therefore occupy the same position on the list. The Sheriff's department shall post copies of the above list on each bureau and station bulletin board.

Selection.

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

Availability.

- A. Candidates shall state their availability for promotional positions at particular station locations at the time of the oral examination.
- B. Amendments to a candidate's statement of availability must be made in writing on forms provided by the Sheriff's department. Not more than three amendments will be allowed during the period for which the eligible list has been established.

Candidate's Right to Waive. Candidates may waive no more than two offers of promotion. Waiver of a third offer of promotion shall result in the candidate's name being removed from the eligible list for the duration of the list.

Section 3. DISTRICT ATTORNEY INVESTIGATOR CAREER PLAN

INTRODUCTION:

District Attorney Investigators are veterans of years of prior law enforcement service. The average experience level of the current investigative staff of the District Attorney's Office is at approximately 18 years. District Attorney Investigators have chosen to forego the pursuit of traditional promotional opportunities normally found within law enforcement agencies (i.e. Sergeant, Lieutenant, Captain, etc.) in favor of a career in the investigative field of the District Attorney's Office.

District Attorney Investigators, as a group, are senior peace officers possessing extensive education, training, and experience. While their role is somewhat different than their counterparts in other law enforcement agencies, they are equally devoted and dedicated peace officers.

District Attorney Investigators are expected to have a thorough working knowledge of law enforcement procedures, policies, and tactics. They are required to be experienced criminal investigators with a sound knowledge of the Criminal Justice System. District Attorney Investigators are required to work closely with Deputy District Attorneys in the preparation of cases and the

development of prosecution strategies, including countering defense theories. District Attorney Investigators must also be skilled in the preparation of evidence for court presentation.

The tasks performed by District Attorney Investigators include constant interaction with prosecuting attorneys, private attorneys, the Public Defender staff, and members of the Judiciary. District Attorney Investigators are expected to perform with a minimum of supervision and interact with the public, law enforcement agencies of all types, and to professionally represent the District Attorney.

Assignments for District Attorney Investigators include both initial criminal and civil investigations, follow-up investigations of criminal and civil violations, and specialized investigations, when directed to do so by the District Attorney. These specialized investigations may be extremely sensitive and may have a wide public interest.

INTENT OF PROPOSAL:

The District Attorney has stated that his intent is not only to develop a professional career prosecutorial staff, but a career investigative staff as well. As a result, the Career Program has been developed to provide continuing career incentives to DA Investigators, who, because of the organizational structure of the District Attorney Bureau of Investigations, have very limited promotional opportunities.

This program creates a special designation incentive based on exemplary performance, special skills, education, and training. This program will assist the District Attorney in continuing to develop a competent, professional, and career minded investigative staff by offering continuing career incentives to promote the retention of experienced, well trained, and highly skilled investigators.

PROGRAM OBJECTIVES:

1. To offer career growth to SENIOR DISTRICT ATTORNEY INVESTIGATORS that does not force skilled peace officers into management roles that they have chosen not to pursue because there are limited promotional opportunities.
2. To obtain fair and equitable compensation and advancement for demonstrated and career oriented criminal investigation expertise.
3. To define and distinguish between those SENIOR DISTRICT ATTORNEY INVESTIGATORS performing additional functions and possessing specialized skills necessary to successfully investigate and prosecute civil and criminal offenders before the Judiciary and those District Attorney Investigators who are charged with professionally managing and commanding the various operations of the District Attorney's Bureau of Investigation.
4. To provide retention incentive that will assist the District Attorney in maintaining a skilled and experienced investigative staff.

EMPLOYEES AFFECTED:

District Attorney Bureau of Investigation Peace Officers holding the rank of SENIOR DISTRICT ATTORNEY INVESTIGATOR.

POSITIONS:

1. DISTRICT ATTORNEY INVESTIGATOR A & B

DISTRICT ATTORNEY INVESTIGATOR is the first working level of criminal and civil investigation in the District Attorney Investigator series. Individuals in this class are sworn peace officers who perform routine and less complex investigative work. They may possess less investigative experience than a Senior District Attorney Investigator, however, they possess expertise in a highly specialized field of investigation.

2. SENIOR DISTRICT ATTORNEY INVESTIGATOR

SENIOR DISTRICT ATTORNEY INVESTIGATOR is the advanced level position for sworn peace officers within the District Attorney's office. This level of peace officer performs the full range of investigative work and differs from that of the lower level District Attorney Investigator class in that the Senior District Attorney Investigator has had a greater amount of investigative experience and will be involved in more complex investigative work.

3. SENIOR DISTRICT ATTORNEY INVESTIGATOR A

SENIOR DISTRICT ATTORNEY INVESTIGATOR A's are peace officers who possess the same level of experience as the Senior District Attorney Investigator and perform similar duties, however, they possess an Intermediate P.O.S.T. certificate.

4. SENIOR DISTRICT ATTORNEY INVESTIGATOR B

SENIOR DISTRICT ATTORNEY INVESTIGATOR B's are peace officers who possess the same level of experience as the Senior District Attorney Investigator and perform similar duties, however, they possess an Advanced P.O.S.T. certificate.

5. SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB

SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB is a highly skilled specialist in law enforcement investigations and operations, who may also be charged with some limited supervisory related tasks or who possesses advanced forensic skill in such areas as handwriting, fingerprinting, and forged document examinations or other specialized skills applicable to investigative responsibilities for the District Attorney's office. Subject to annual recommendation of the Executive Office and approval by the Board of Supervisors, the number of positions may equal up to 35% of the total Sr. District Attorney Investigator class, but shall initially consist of 16 positions.

The initial salary for Senior District Attorney Investigator IIB shall be established at a rate that is ten (10) salary ranges above that for the Senior District Attorney Investigator B classification.

6. SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB

SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB is a special designation in the investigative career ladder. This is a highly skilled individual in law enforcement investigations and operations who also assumes functional supervisory responsibilities over subordinate investigators when so designated by the Chief Investigator or his designee. Subject to annual recommendation of the Executive Office and approval by the Board of Supervisors, the number of positions may equal up to 37% of the total Sr. District Attorney Investigator IIB class.

The initial salary for Senior District Attorney Investigator IIIB shall be established at a rate that is ten (10) salary ranges above that for the Senior District Attorney Investigator IIB classification.

ELIGIBILITY:

The eligibility requirements for DISTRICT ATTORNEY INVESTIGATOR AND SENIOR DISTRICT ATTORNEY INVESTIGATORS A, B, IIB, AND IIIB are outlined in Attachment I, Qualifications.

PROBATIONARY PERIOD:

Probationary periods for all positions contained in this program, with the exception of the special designation of SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB, shall be consistent with previously established policy as outlined in Article VI, §1 of the current Memorandum of Understanding between the County of Riverside and the Riverside Sheriff's Association.

After appointment, continuing service in the special designation of SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB shall be at the sole discretion of the District Attorney or his designee. Removal of the Senior District Attorney Investigator IIIB designation is neither a grievable issue under the Grievance Procedure nor subject to appeal under the Disciplinary Procedure of this Memorandum of Understanding.

BASIC PROVISIONS:

Those employees recognized as exemplary performers may be appointed to the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB classification or IIIB special designation. The District Attorney and/or Chief Investigator shall award the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB classification and may award the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB special designation from established candidate eligibility lists, which shall be developed as a result of an "Assessment Panel". Appointment to the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB classification or IIIB special designation will not be based solely upon a candidate's current assignment, but upon the candidate's consistent proven ability to perform at an exemplary level.

SENIOR DISTRICT ATTORNEY INVESTIGATORS IIB and IIIB can expect added responsibilities as may be required by the Chief Investigator. Added responsibilities may include functional supervision, training of other employees, oversight and coordination of special projects, completed staff work, and other work as assigned by the District Attorney and/or Chief Investigator.

Employees appointed to the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB classification shall retain their status through any reassignment within the Bureau of Investigations,

unless returned to their prior classification either voluntarily or as a result of disciplinary action, in accordance with Article XII of the current Memorandum of Understanding between the County of Riverside and the Riverside Sheriff's Association.

Employees assigned to the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB special designation may return to their prior classification as a SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB either voluntarily or at the discretion of the District Attorney or his designee.

An assessment panel shall convene when a vacancy exists. Eligibility lists will be valid for one year after the date they are verified by the District Attorney Department Personnel Coordinator. Vacancies that exist in the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB classification shall be filled within thirty (30) days from the date the vacancy arises unless an eligibility list has been declared exhausted. In such an instance, a new assessment panel shall convene within ninety (90) days of the date an eligibility list has been declared exhausted and a new list developed and posted within sixty (60) days of the date the assessment panel first convened.

Vacancies that exist in the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB special designation may be filled from a valid eligibility list at the discretion of the District Attorney or his designee.

An employee holding the classification of SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB or the special designation of SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB and who is elected to the position of president of the Riverside Sheriff's Association shall retain his/her classification/special designation while serving as the association president, in accordance with Article VII, §10 of the current Memorandum of Understanding between the County of Riverside and the Riverside Sheriff's Association.

INSIGNIA:

An employee holding the position of SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB or IIIB shall have a "Badge" and an "I.D. card" issued to him/her, identifying the employee as a SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB or IIIB.

APPOINTMENT PROCESS:

When notification of the testing process is made via the Bureau of Investigation, employees meeting the eligibility requirements may apply for placement on the candidates eligibility list by completing a standardized county application form and submitting the application to the District Attorney Department Personnel Coordinator. Employees shall attach one copy each of his/her resume (not to exceed five pages) and last two performance appraisal records to the application.

Separate assessment panels shall evaluate applicants for the guidelines that will be developed by the Chief Investigator or designee(s). The interviews will be SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB classification and IIIB special designation. Assessment panel evaluations shall be based upon the applicant's application, resume, education, law enforcement experience, exemplary performance, and performance appraisal records.

Candidates will be given oral interviews by the assessment panel. Each member of the assessment panel shall utilize a standardized rating form with designed to elicit responses demonstrating the applicant's knowledge, skills, and abilities. In addition, SENIOR DISTRICT ATTORNEY INVESTIGATORS IIB and IIIB will be required to submit a completed staff work project, designed by the Chief Investigator and management staff, to be evaluated by the assessment panel. All applicants shall be given the same project to be evaluated.

The District Attorney and/or Chief Investigator shall select candidates from the appropriate eligibility list for appointment to the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB and IIIB positions. Applicants must meet position requirements by the cut-off date for submission of applications to be eligible for participation in the testing process.

The District Attorney Department Personnel Coordinator shall be responsible for computing each applicant's final score. All rating forms for an applicant shall be averaged to obtain the applicant's final score. Applicants with a final score of 80% or greater shall be placed on the appropriate eligibility list in descending order of scores. A separate eligibility list shall be developed for both the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB classification and the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB special designation. The Chief Investigator shall issue a formal memorandum to each applicant, identifying the names of those applicants who have been placed on the appointment eligibility list. Applicants may contact the District Attorney Department Personnel Coordinator for their individual examination results.

The District Attorney and/or Chief Investigator shall appoint employees to the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB classification and the SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB special designation from the top six candidates on the respective eligibility lists.

ASSESSMENT PANEL:

An assessment panel under this program shall be comprised of five (5) members. The assessment panels shall be comprised of members as designated by the District Attorney and/or the Chief Investigator provided, however, the first panel shall not consist of anyone below the level of Supervising Investigator or Supervising Deputy District Attorney. An initial testing process will be required to fill all Senior District Attorney Investigator IIB positions.

QUALIFICATIONS

SENIOR DISTRICT ATTORNEY INVESTIGATOR A

1. Possession of a valid California driver's license.
2. High School graduate (or GED equivalent).
3. Completion of 30 semester or 45 quarter units at a state recognized college or university is desirable.
4. Two years of criminal or civil investigative experience in a sworn status for a civilian governmental law enforcement agency that included, as a primary responsibility, the performance of field investigations.
5. Possession of an Intermediate P.O.S.T. certificate.

SENIOR DISTRICT ATTORNEY INVESTIGATOR B

1. Meet all qualifications of a SENIOR DISTRICT ATTORNEY INVESTIGATOR A.
2. Possession of an Advanced P.O.S.T. certificate

SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB

Option 1:

1. One year experience as a SENIOR DISTRICT ATTORNEY INVESTIGATOR B with the County of Riverside.
2. Completion of 90 semester or 135 quarter units from a state approved or accredited college or university, or a combination of equivalent P.O.S.T. training points and college units (a maximum of 20 semester or 30 quarter units may be substituted with equivalent P.O.S.T. training points).

Option 2:

1. Two years experience as a Senior District Attorney Investigator B with the County of Riverside.

SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB

1. One year experience as a SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB with the County of Riverside.

NOTE:

The training hours conversion formula will conform to college and P.O.S.T. standards as follows:

24 Hour P.O.S.T. course	equals ½ college semester unit
40 Hour P.O.S.T. course	equals 1 college semester unit
80 Hour P.O.S.T. course	equals 2 college semester units
3 Semester units	equals 4.5 quarter units

TESTING

1. SENIOR DISTRICT ATTORNEY INVESTIGATOR IIB scoring guidelines for Assessment Panel Evaluators:

All scores are based on a 100 point evaluation process. 70 points or higher are required for placement on the eligibility list.

- a. Evaluation of experience and positional performance – 80 points
- b. Evaluation of highest level of education – 2 to 5 points as follows:
 - i. 35 college units – 2 points
 - ii. Associates degree or equivalent units – 3 points
 - iii. Bachelors degree – 4 points

- iv. Masters degree – 5 points
- c. Written Examination – 5 points
- d. Oral Interview – 10 points

2. SENIOR DISTRICT ATTORNEY INVESTIGATOR IIIB scoring guidelines for Assessment Panel Evaluators:

All scores are based on 100 point evaluation process. 70 points or higher are required for placement on the eligibility list.

- a. Evaluation of experience and positional performance – 80 points
- b. Evaluation of highest level of education – 2 to 5 points as follows:
 - i. 35 college units – 2 points
 - ii. Associates degree or equivalent units – 3 points
 - iii. Bachelors degree – 4 points
 - iv. Masters degree – 5 points
- c. Written Exam – 5 points
- d. Oral Interview – 10 points

Section 4. Sheriff Career Investigator Program

A subcommittee comprised of members of both the Sheriff's Department and RSA, will develop and provide the specifications for a Career Investigator Program. The subcommittee will conduct its initial meeting prior to January 31, 2008, and conclude its work and disband prior to June 1, 2008. The subcommittee will generate one or more proposals for consideration and input by the Sheriff. Upon the completion of the subcommittee's work, but no later than June 1, 2008, the subcommittee will bring its recommendations and proposals, if any, to RSA and the County for a reopener on the adoption and implementation of a Career Investigator Program. The subcommittee will have no power to enter into a tentative agreement. Neither RSA nor the Sheriff shall be bound by the recommendations of the subcommittee.

Any tentative agreement reached by the parties after meeting and conferring will be subject to ratification of the members of RSA who are within the LEU bargaining unit and approval by the Board of Supervisors, County of Riverside. The parties further agree that there will be no unilateral implementation of any career investigator program in the absence of such mutual agreement.

ARTICLE XVIII
MODIFIED AGENCY SHOP

During the entire term of this agreement, the following provisions shall continue to apply:

Subject to Section 16, Dues Deduction of Employee Groups, Employee Relations Resolution of the County (Res. No. 89-350), upon the voluntary written authorization of representation unit employees, the County shall deduct and remit to RSA dues for members of RSA

Current employees in the unit who are now RSA members shall remain RSA members. Employees who are hired after the effective date of this Memorandum of Understanding, and who are in a job classification within the representative 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 bi-weekly dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 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 unit members. The parties further agree that the failure of any unit member to remain a member in good standing of RSA or to pay the equivalent of RSA dues during the term of this agreement 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) working 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 the 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 County Employee Relations Director. 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 Agreement or termination.

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 of RSA 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.

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 Agreement.

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 XIX LABOR/MANAGEMENT COMMITTEE

The County and RSA agree to form a joint labor/management committee to work in good faith to develop a program to improve employee health and fitness as a means of improving job performance, reducing the potential for both work and non-work related injuries and/or disabilities, and potentially resulting in longer, more productive lives. Such committee shall initially meet no later than 30 days after the implementation date of this Memorandum of Understanding and shall continue to meet thereafter at times and locations agreed-upon by the committee members. The committee's initial agenda shall include the development of a physical fitness program which could include both incentives and disincentives; the examination of ways to reduce the use of both work related and non-work related paid time-off, and any other mutually agreed-upon related issues.

Wellness & Fitness Program On or before June 1, 2005, the parties shall meet and confer about adopting a Wellness & Fitness Program. This meet and confer process shall require the parties to make every reasonable effort to mutually agree to a Wellness & Fitness Program no later than July 15th 2005, unless mutually extended. The County shall neither unilaterally impose a Wellness & Fitness Program nor link it to an agreement on any other issue.

ARTICLE XX EQUIPMENT

Section 1. RAIN GEAR

The Department shall provide sufficient rain gear in each station to adequately cover each shift.

Section 2. SAFETY VESTS

The Department will develop a policy for replacement of safety vests. Eligible employees may utilize a voucher system for vest replacement at the Department's vendor(s). Vests will have a minimum threat level IIIA to be issued to all field operations Deputies and Deputy Coroners. The

employees will be responsible for any cost exceeding the current cost of the department's standard issue safety vest at the time of replacement.

The RSA and the County of Riverside agree to reopen this agreement for the limited purpose of meeting and conferring on the minimum threat level standard for those vests that are issued to Correctional Deputies assigned to transportation duties.

Section 3. BATONS

Effective January 1, 2005, or as soon as practical thereafter, the County shall transition to the Winchester expandable baton for all bargaining unit members required or authorized to utilize a baton in the performance of their duty. [The DA office will not make the transition until FY 2006-2007]. Thereafter the Sheriff may, at his discretion, change the type of baton that he issues to RSA members, so long as all meet and confer obligations are fulfilled prior to such change taking place.

Section 4. PERSONAL WEAPONS

Sworn personnel assigned to patrol and other related field operations are provided weapons by the Sheriff Department in the course of their duties. Such sworn personnel shall also be permitted to use department approved personal weapons, with the understanding that the Sheriff Department accepts no responsibility for the cost, care, replacement, or repair of any personnel weapons used in the course of a sworn employee's duties.

APPENDIX

COUNTY WIDE POLICIES

Employees should be familiar with County Policies as established by the Board of Supervisors from time to time. In particular, employees should be familiar with the following policies:

- C-5 Reimbursement for Damaged Clothing or Property
- C-10 Alcohol and Drug Abuse Policy
- C-21 Employee Performance Evaluation Reports
- C-25 Harassment Policy and Complaint Procedure
- C-27 Workplace Violence, Threats and Securities
- A-50 Use of County E-Mail Systems
- A-58 Enterprise Information Systems Security Policy

These, and all other Board of Supervisors policies, are available for review at:

<http://boardos.co.riverside.ca.us/toc/pdf>

RATIFICATION DOCUMENTS



RIVERSIDE SHERIFFS' ASSOCIATION, INC.

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 NEGOTIATING TEAM

Chief Negotiator, Dennis Hayes, Esq.
RSA President, Pat McNamara
Deputy Sheriff Representative, Jeff Lundgren
Correctional Deputy Representative, Robert McMurrich
D.A. Investigator Representative, Javier Garcia
Sheriff's Investigator Representative, Ed Rose
Deputy Coroner Representative, Steve Albert
Sheldon Offenbach, Sheriff's Corporal
RSA Executive Director James Cunningham, Esq.

RSA STAFF

Office Administrator Judy Ford	Accounting Representative Lesley Garcia
Executive Administrative Assistant Julie Kelley	Field Representative Jeff Byrd
Legal Administrative Assistant Vikay Torres	Benefits Manager Linda Gartley
Benefits Administrative Assistant Connie Collins	Benefits Representative Christina Woods
Receptionist Vickie Arreola	Field Representative Paul Collins, Esq.
RSA Chaplain Broviak	Field Representative Reina Canale, Esq.
Office Assistant Artemese Evans	

RIVERSIDE SHERIFFS' ASSOCIATION
LAW ENFORCEMENT UNIT



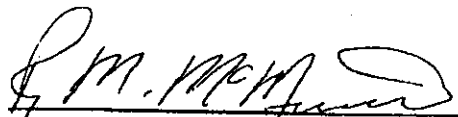
CERTIFICATE OF RESULTS
LAW ENFORCEMENT UNIT RATIFICATION VOTE

QUESTION: ON APPROVAL BY THE BARGAINING UNIT MEMBERSHIP OF THE TENTATIVE AGREEMENT DATED FEBRUARY 14, 2008 BETWEEN THE RIVERSIDE SHERIFFS' ASSOCIATION AND THE COUNTY OF RIVERSIDE, CA (ORIGINAL SIGNATURE COPY ATTACHED TO THIS CERTIFICATE).

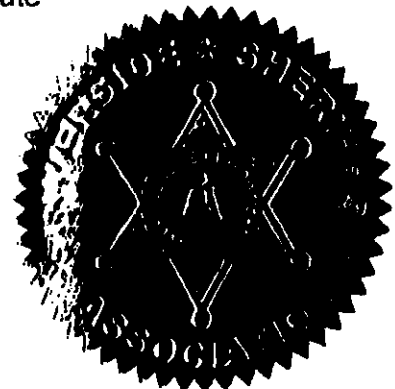
Vote Results

Date Ballots Cast:	February 22, 2008 – March 7, 2008
Balloting Method:	Mail Ballot
Total Ballots Mailed:	2531 (100.00%)
Valid Ballots Returned:	1057 (41.76%)
Ballots not returned:	1474 (58.23%)
Ballots disqualified:	18
Votes Cast to Approve:	597 (56.48%)
Votes Cast to Reject:	460 (43.52%)

I hereby certify that the above information is true and accurate and reflects the results of the ratification vote for approval of the Tentative Agreement between RSA and the County of Riverside dated February 14, 2008. I further certify that, pursuant to Association Bylaws, Article 6, Section 6.02 (h), a majority of the responding Bargaining Unit membership has cast ballots to approve the Tentative Agreement and the agreement is thereby **RATIFIED**.


Robert McMurrich, Secretary
Riverside Sheriffs' Association

3-12-08
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

Thomas Prescott, Esq., Chief Negotiator
Assistant Sheriff Peter Labahn, Committee Member
Victor Greene, Committee Member
John Mooney, Committee Member
Tony Pradia, Committee Member
Andy Huey, Committee Member
Lisa Pena, Committee Member
Crystal Baldwin, Committee Member
Sarah Franco, Committee Member

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



FROM: Human Resources Department

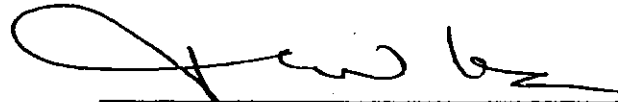
SUBMITTAL DATE:
March 18, 2008

SUBJECT: Approval of the Tentative Agreements for renewal of a Memorandum of Understanding ("MOU") with Riverside Sheriffs Association, Inc. (RSA)

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Tentative Agreements between the Riverside Sheriffs Association Inc. and the County of Riverside (Attachment B).

BACKGROUND: RSA asked to open negotiations for a new Memorandum of Understanding. Discussions started on July 16, 2007 and twenty-four (24) bargaining sessions were held. A tentative agreement for a new three (3) year Memorandum of Understanding, covering February 1, 2008 through January 31, 2011, was reached on February 14, 2008. 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:	\$ 4,302,879	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 1,721,152	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 3,442,303	For Fiscal Year:	2007/2008

SOURCE OF FUNDS: Department Budgets and Contract Revenue will absorb.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

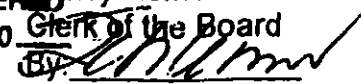
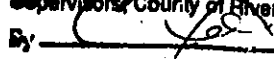
BY: 
Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Wilson and Arnesen
Nays: None
Absent: None
Date: April 1, 2008
xc: H.R., Sheriff

THE FOREGOING IS A FULL, TRUE AND CORRECT COPY OF A MINUTE ORDER OF THE BOARD OF SUPERVISORS ENTERED ON 4/01/08, 20 4/18/08
Nancy Romero
Clerk of the Board
BY: 
Deputy
NANCY ROMERO, Clerk to the Board of Supervisors, County of Riverside, California
By: , Deputy

Prev. Agn. Ref.:

District:

Agenda Number:

ATTACHMENTS FILED

11" 4 CLERK OF THE BOARD

3.21

Consent
 Policy
 Consent
 Policy
 Dept' Recomm.:
 Per Exec. Ofc.:

**STATEMENT OF PROCEEDINGS OF THE BOARD OF SUPERVISORS
RIVERSIDE COUNTY, CALIFORNIA**

ALL MEMBERS PRESENT

**APRIL 1, 2008
TUESDAY**

9:00 A.M.

Invocation by Reverend Jim Clizbe, Chaplain, Riverside Sheriff's Department
Pledge of Allegiance to the Flag led by Marla Beth Harris, United States Navy Veteran - Retired
Presentation of Proclamation Declaring the Month of April as Sexual Assault Awareness and Child Abuse & Neglect Prevention Month, to Ellie Bennett, Chief Operations Officer

OPENING COMMENTS:

BOARD MEMBERS Supervisor Wilson announced that to maintain the security and stability of our Board Chambers sound and video system, we no longer allow anyone to plug laptops or other external devices into the system. The change in policy takes effect next Monday, and applies to any use of this room, not just Board meetings. PowerPoint presentations and other presentations to be displayed in the Chambers must be provided to the Clerk of the Board on a DVD, CD or other useable media no later than Noon the day before any meeting. If you have questions, call the Clerk of the Board Office.

Supervisor Buster mentioned that residents appreciate the improvement of county services by staff engaging in communities more.

Supervisor Stone mentioned the 'Race for Humanity' on April 26, 2008 and made an offer that the county department that brings the most participants will be taken out to lunch with himself or another Board member and that the department head will be given beautiful flag limited edition cuff links made of Mother of Pearl.

Supervisor Stone stated that the Code Enforcement Annual Report is a First Class publication which summarizes the great job done.

Supervisor Stone announced that regarding the OHV and Noise Ordinances, he is offering a \$10,000 reward for information to bring in those involved in setting off two detonation devices, which is a felony. Riverside County will not tolerate intimidation in protecting the laws that are being broken.

Supervisor Stone noted an article which indicated that the service at the county hospital is top notch.

Supervisor Ashley stated that a survey done by Probalski Research indicated that three of four people polled have a favorable opinion of RCRMC.

Supervisor Tavaglione stated that Code Enforcement is doing a great job and it's getting recognized at community meetings.

EXECUTIVE OFFICER

1.1 CLERK OF THE BOARD: Proof of Publications.

3.21 HUMAN RESOURCES: Approval of the Tentative Agreements for renewal of a Memorandum of Understanding with Riverside Sheriff's Association, Inc.

(APPROVED AS RECOMM.)

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," "Officer 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.

PBOR consists of Section 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

For 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 ©, 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 interrogations; conduct; conditions; admissibility if 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 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 noncriminal 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 or 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 multijurisdictional 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 predisciplinary 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 predisciplinary 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 predisciplinary 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 appeal; 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 files 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 therefore 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 or her 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, or did not 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- Use of 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 him or her by this chapter.

(b) Nothing in subdivision (h) of Section 11181 shall be construed to affect the rights and protections afforded to state public safety officers under this chapter or under Section 832.5 of the Penal Code.

(c) 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.

(d) (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 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.

(e) 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.

3313- Commission on State Mandates review:

In the 2005-06 fiscal year, the Commission on State Mandates shall review its statement of decision regarding the Peace Officer Procedural Bill of Rights test claim and make any modifications necessary to this decision to clarify whether the subject legislation imposed a mandate consistent with the California Supreme Court Decision in San Diego Unified School Dist. v. Commission on State Mandates (2004) 33 Cal.4th 859 and other applicable court decisions. If the Commission on State Mandates revises its statement of decision regarding the Peace Officer Procedural Bill of Rights test claim, the revised decision shall apply to local **government** Peace Officer Procedural Bill of Rights activities occurring after the date the revised decision is adopted.

NON-WAVIER STATEMENT

NON-WAVIER STATEMENT

RIVERSIDE SHERIFFS' ASSOCIATION

LEGAL DEFENSE RULES

ALWAYS CONSULT WITH AN ASSOCIATION REPRESENTATIVE/LAWER 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 DOING SO, I DO NOT WAIVE MY CONSTITUTIONAL RIGHTS TO REMAIN SILENT UNDER THE 5TH AND 14TH AMENDMENTS OF THE UNITED STATES CONSTITUTION AND UNDER THE PROTECTIONS AFFORDED ME UNDER STATE LAW."

SEE: WATSON V. COUNTY OF RIVERSIDE 976 F. SUPP 951 (1997)

24 HOUR LEGAL DEFENSE

1-800-877-7317

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**.

LAW ENFORCEMENT CODE OF ETHICS

Law Enforcement Code Of Ethics

As a Law Enforcement Officer, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice.

I will keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, animosities, or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession...law enforcement.

LOOKING OUT FOR YOURSELF

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

By Michael 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.

The advice herein comes from forty-one years with law enforcement, thirty of them devoted almost exclusively, 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.

*-Michael P. Stone Esq.
Pasadena, CA*

LOOKING OUT FOR YOURSELF

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

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?

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.

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 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

INDEX

Arbitration, 41
Air Pollution Emergency, 30
Amended Notice of Disciplinary Action, 46
Anti-Strike Clause, 49
Appeals, 45
Authorization For Overtime Work, 7

Batons, 70
Bereavement Leave, 28
Bilingual Pay, 10

Causes for Discipline, 43
Classification Procedure, 18
Compensation for Overtime Work, 7
Coroner Benefits, 53
Correctional Deputies Procedural Bill of Rights, 44
Court Callback, 9

Declared Natural Disaster, 9
Definition of Seniority, 50
Definitions, 1
Demotion, 17
Department Record, 7
Departmental Reinstatement List, 51
Disciplinary Appeal Procedure/General, 44
Disciplinary Appeal Process-Mediation Arbitration, 46
Discipline, Dismissal and Review, 43
District Attorney Investigator Career Plan, 60

Electronic Fund Deposit of Payroll, 24
Employee Representation, 40
Employment of Relatives, 20
Evidence and Procedures Applicable to All Hearings, 49
Extension of Initial Probation, 19
Extra Duty Pay, 13
Extradition Pay, 38

Fitness for Duty, 28
Freedom from Reprisal, 39
Fringe Benefits not Affected by Overtime, 8

General Personnel Provisions, 19
Grievance Definition, 39
Grievance Procedure, 39 -44

Hearing Procedure, 47
Holidays, 35

Initial Probationary Period Affected by Change in Class, 19
Initial Probationary Status, 19
Involuntary Leave of Absence, 45

Jury Duty, 30

INDEX

Labor / Management Committee, 69
Law Enforcement Code of Ethics, V
Layoff and Reinstatement, 50
Leave Provisions, 27
Leave without Pay / Official Leave of Absence, 29
Length of Initial Probation, 19
LEU Certificate of Results, 77
Living Quarters, Meals, or Laundry Service, 37
Looking Out for Yourself, VI

Meals, 37
Meyers-Milias-Brown Act, IV
Mileage Reimbursement, 39
Military Leave, 30
Minimum Overtime on Call-Back, 9
Miscellaneous Member, 22
Modified Agency Shop, 67
Moving Expenses-Current Employees, 38

New Employees, 15
Night Differential, 10
Non-Smoking Policy, 24
Non-Waiver Statement, III
Notice of Disciplinary Action, 45

Overtime Provisions of the Fair Labor Standards Act, 8
Overtime / Overtime Work Defined, 6

P.O.S.T. Certificate Pay, 11
Pay Practices, 14
Permanent Status, 43
Personal Security, 26
Personnel Files, 26
Pregnancy Leave, 33
Premium Pay, 5
Probation of Permanent Employees following Change In Class or Lateral Transfer, 20
Probation, 19
Procedural Bill of Rights Act (POBRA), II
Promotion, 16

Rain Gear, 69
Ratification Documents, I
Reassignment, 51
Reclassification, 17
Reduction in Force, 50
Reemployment, 16
Reimbursement for Damaged Clothing or Property, 38
Reimbursement Programs, 37
Reimbursement Rates for Meals, 37
Release Time for Representatives, 34
Release Time for the President of Association, 33
Reporting and Calculation, 7
Retirement, 21

INDEX

RSA Benefit Trust, 53

Safety Committee, 26

Safety Members, 21

Safety Vests, 69

Scheduled Work and Vacation Change Notice, 24

Senior Programs/Promotional Procedures, 56

Sheriff's Corporal/Investigator/Sergeant Promotional Procedures Examination Process, 59

Sick Leave, 27

Special Assignments in Law Enforcement, 11

Standby Professional Call Duty, 9

Status on Reemployment, 52

Step Advance, 14

Step Reduction, 44

Steps for submitting a grievance petition, 41

Successor Agreement, 3

Suspension, 44

Temporary Promotion, 18

Terms of the MOU, 3

Transfer, 17

Vacation, 34

Veterans Preference, 25

Voluntary Time Bank, 30

Wages & Wage Increases, 3

Waiver of Bargaining and Consolidated MOU, 5

Waiver for Disciplinary Action, 46

Work Schedules, 5

Work-Period, 5

Workweek, 5

Workweek, Overtime, and Premium Pay, 5

Yearly Calendar

January 2010 - December 2010

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