

AMENDMENTS TO 2004 – 2005 MOU

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1997
(Hereinafter “SEIU”)

AND

COUNTY OF RIVERSIDE
(Hereinafter “County”)

The negotiators for parties hereto agree to recommend to their respective principals the following amendments to the 2000 – 2004 Memorandum of Understanding between SEIU and the County:

1. Term: June 29, 2000 – December 31, 2005
2. Bilingual pay agreement (Attachment 1) to be implemented upon adoption of Memorandum of Agreement.
3. Replace the following definitions of “employee” in DEFINITIONS, Article II, and Article XXII, Section 2(F) with:

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

4. Amend Summary of Benefits as follows:

POST-EMPLOYMENT
SPECIAL PAY/VEBA
PLAN

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

MEDICAL
INSURANCE

Accounts. Qualifying leave balances of a separating employee who does not make an election will default to a Special Pay Account.

Up to \$400.00 for flex benefits and \$25.00 for health insurance per month paid by the County on County plans with difference between premium deductions and \$425.40, if any, paid to employee. Effective pay period 14-04 (pay date July 7, 2004), the County's Flex Contribution shall increase to \$465.00 per month (\$232.50/biweek for 24 biweeks/year) Effective pay period 25-04 (pay date December 8, 2004), the County's Flex Contribution shall increase to \$512.00 per month (\$256.00/biweek for 24 biweeks/year). All represented employees whose last hire date is on or after November 11, 2004 will be required to select a medical plan as part of their Flexible Benefit Election each year, and will not have the option of waiving all medical coverage. Those who fail to timely elect medical coverage will be placed in the lowest-priced employee-only medical plan available. Represented employees whose most recent hire date is prior to November 11, 2004 will have the option of waiving medical coverage if they provide proof of coverage under another group medical plan. The County's Flex Contribution available for other benefits or cash is \$425.40 per month (\$212.70/biweek for 24 biweeks/year) and will remain at that level for the term of this MOU. Regular part time employees who work 20-29 hours per week receive 1/2 benefits and 30-39 hours per week receive 3/4 benefits.

5. Amend Article IV, Section 3 as follows:

2. Evening Shift. County employees whose classes are not specifically mentioned in other sections of this Memorandum, working their regularly scheduled shift that ends after 6:00 p.m. and who perform work between the hours of 3:00 p.m. and 11:00 p.m., shall be paid a night differential of \$.60 per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.

3. Night Shift. County employees whose classes are not specifically mentioned in other sections of this Memorandum working their regularly scheduled shift that ends after 11:00 p.m. and who perform work between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of \$1.20 per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.

6. Amend Article V – Section 2 by deleting paragraph A and replacing paragraph C with:

B. Notwithstanding the provisions of (A) above, there shall be up to an additional 4 steps (20 salary ranges or approximately 11%) which shall be reserved for those specific classifications in a specific Department designated by the Human Resources Director, subject to approval by the County Executive Officer, as "difficult to recruit." Further,

different locations or regions may qualify for difficult to recruit designation or for different levels (i.e. percentages) of compensation under a difficult to recruit designation. In addition, the County agrees to make every effort to give first consideration to existing employees who have indicated an interest in a specific position and/or location designated as difficult to recruit.

This designation shall be granted based upon a determination by the Human Resources Director, subject to approval by the County Executive Officer, on a specific classification and specific Department basis, that a serious recruiting or retention problem exists for specific classification(s) in a specific Department, or that the increases granted to subordinate "difficult to recruit" classifications in the specific Department has created serious compaction problems, and that a percentage increase up to and including 20 salary ranges (approximately 11%) would assist the County in recruiting and retaining employees in the specific classification(s) in that specific Department. Advancements to any of these ranges in the specific Department shall not be automatic nor shall such a determination have any bearing on the same or similar classifications within the Department or in any other Departments with same or similar classifications. Upon such determination and approval, any increase granted pursuant to these provisions shall be implemented in the specific as follows:

1. Upon prior authorization of the Human Resources Director, the initial salary placement for newly hired employees in the specific classification in the specific Department may be at any step on the salary range for his/her classification up to and including a step on the salary ranges established pursuant to Section 2(B) above.
2. In the event the salary granted to a newly hired employee in the specific classification in the specific Department pursuant to Sub-Section (B)(1) above exceeds that for any present permanent, regular full-time or regular part-time employee in the specific classification in the specific Department who is being compensated at the top of the salary range for that specific classification(s), such employee(s) shall be placed on the same salary range and step as that granted to the new employee.
3. All other regular full-time and regular part-time employees assigned to the affected classification(s) in the specific classification in the specific Department, who have completed less than one year of service at the top, or at any other step, of the salary range for that classification, may, upon a review of their qualifications and approval by the Human Resources Director, have their salary adjusted to an amount no less than the lowest salary received by a similarly qualified employee hired as the result of an open recruitment to fill a vacancy in that classification in the specific classification in the specific Department.

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

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

In the event the Human Resources Director determines the circumstances that created the recruiting or retention problems for any or all classifications in the specific classification in the specific Department no longer exist, he shall advise the County

Executive Officer of his findings. If the County Executive Officer concurs, he shall declare the provisions described above inoperative for such specific classification(s). At that time, the salary for any employee compensated at a rate above that to which he or she would otherwise have been entitled shall be frozen and shall not be increased until the regular salary for the specific classification exceeds the rate established pursuant to the provisions described above.

7. Amend Article V, Section 3 as follows:

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

8. Amend Article VII, Section 1(E) as follows

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

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

9. Amend Article VII – Section 8(B) as follows:

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

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

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

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

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

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

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

10. Amend Article IX, Section 1 as follows:

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

Regular or seasonal employees whose regularly scheduled day off falls on a paid holiday, but who are called in to work on such holiday, will be compensated for all hours actually worked in accordance with Article IV, Section 2.

In addition, such employees shall have a choice of:

1. Compensatory holiday time off not to exceed eight (8) hours for such holiday or;

2. Being paid for the holiday at the regular rate of pay not to exceed eight (8) hours.

J. 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.

[Clarifying language to be added consistent with Art. IX, Section F 1 and 2 (RM)]

11. Amend Article XII as follows

Section 1.

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

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

Section 7. Hearing Procedure - Minor Discipline

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

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

7. All costs for the service of the neutral, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by the County and SEIU. An employee not represented by SEIU shall provide to the Human Resource Director, or designee, an advance deposit of \$250 per half day of hearing, prior to the hearing being scheduled.

Section 8.

H. An employee not represented by SEIU shall provide to the Human Resources Director, or designee, an advance deposit of \$500 per day of hearing, prior to the hearing being scheduled.

J. 2. The neutral will not substitute his/her discretion and judgment for that of management for sustained charges unless the neutral finds that discrimination, unfairness, capriciousness, or arbitrary action by the County is proven.

7. The neutral shall render findings sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise

a reviewing court of the basis for the neutral's decision. If the neutral fails to do so either party may request in writing within thirty (30) days of the issuance of the decision that the neutral render such findings.

12. Amend Article XII, Section 9 as follows:

E. Oral evidence shall be taken only on oath or affirmation. Any written statements, declarations, or affidavits admitted as evidence shall be made or sworn under penalty of perjury.

J. The intention of the parties is that appeals or arbitration hearings be adjudicated as efficiently and economically as possible. Historically the parties have found that the use of legal counsel in the appeal/arbitration process can result in excessive delays, longer hearings, and increased costs. The parties to an appeal hearing or an arbitration hearing hereby commit to instructing their legal counsel to conform to the intention of this Memorandum and to take all necessary steps to expedite the appeal/arbitration hearing and minimize the cost of the hearing.

In cases involving hearings in excess of three (3) days the parties must engage in a case management process with the neutral. The case management meeting must be held at least thirty (30) days prior to the first scheduled date for the hearing and may be held telephonically. The neutral shall consider

- (a) the simplification of the issues,
- (b) the possibility of obtaining admissions which might facilitate the hearing,
- (c) the quantum of damages, in the appropriate case,
- (d) any preliminary application by either party,
- (e) any other matters that may aid in the disposition of the action or the attainment of justice.

At the case management conference the neutral may, whether or not on the application of a party, order that

- (a) a party file and deliver, within a fixed time, to each other party as specified by the neutral, any relevant documents,
- (b) any preliminary applications be brought within a fixed time or by a specified date,
- (c) a statement of agreed facts be filed within a fixed time or by a specified date,
- (d) a party deliver a written summary of the proposed evidence of a witness within a fixed time or by a specified date,
- (e) experts who have been retained by the parties confer, on a without prejudice basis, to determine those matters on which they agree and to identify those matters on which they do not agree,
- (f) the hearing be adjourned,

and, on making an order the neutral may give other directions that he/she thinks just or necessary.

If the neutral, upon application by either party to the appeal hearing, determines that legal counsel for the other party has unnecessarily prolonged the hearing and/or increased the cost of the hearing beyond the reasonable expectations of the parties at the commencement of the hearing then the neutral is authorized to impose sanctions on the offending party including, but not limited to, ordering such offending party to pay all or part of the non-offending party's increased costs of the hearing, to pay all or part of the non-offending party's attorney fees, to pay all or part of the non-offending party's cost of

the neutral, to pay all or part of the non-offending party's costs of the transcripts, or such other relief that the neutral deems appropriate in the circumstances.

13. Amend Article XIII (A) as follows:

Section 2. Grievance Definition. Except as outlined below, a "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 1, initiated by an employee or the Union on behalf of a specifically named employee or group of employees arising out of a dispute by an employee or group of employees concerning the application or interpretation of the specific terms and conditions set forth in this Memorandum of Understanding, Ordinance, rule, regulation, or policy. All other matters are excluded from the grievance procedure including, but not limited to:

- A. Matters arising under any of the following:
 - i. County Harassment Policy and Complaint Procedure;
 - ii. County Violence, Threats, and Securities Policy;
 - iii. Promotional decisions made pursuant to the County's Local Merit System;
 - iv. Voluntary time-banks;
 - v. Medical-Certification program;
 - vi. Termination under the Agency Shop provision of this Memorandum;
 - vii. Appeals to the Accident Review Committee;
 - viii. Unfair practices to be adjudicated by Public Employment Relations Board or Superior Court;
 - ix. Complaints within the jurisdiction of state and federal fair employment agencies;
- B. Requests or complaints, the resolution of which is beyond the delegated authority of the Human Resources Director and which by law requires legislative action (i.e. approval) by the Board of Supervisors.
- C. Requests or complaints involving the termination of a probationary employee, or the termination, suspension, demotion or written reprimand in lieu of suspension of a regular employee reviewable pursuant to other provisions of this Memorandum or reviewable under the State Approved Local Merit System procedure, or written warnings, i.e., written reprimands; directive, corrective, and corrective counseling memoranda.

Section 13. Grievance Resolution:

... With respect to whether issues are grievable, the County and SEIU agree to utilize a third party neutral (hereinafter referred to as a neutral) agreed to by the parties to settle questions of grievability and comply with his/her decisions on grievability. Both parties will abide by the neutral's decision.

The County agrees to cite specific reasons, including any applicable Articles or Sections of the MOU, or specific provisions or other procedures, that constitute the County's rationale for rejection of the grievance. The Union, by this agreement, does not waive any of its rights to file grievances, unfair practice charges or other means to enforce the MOU in the future. The parties agree to meet in an attempt to resolve any future denials upon the request of the Union.

14. Amend Article XVIII, Section 1 as follows:

- B. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to completely and totally incapacitate the employee for at least two (2) weeks and which creates a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted. 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 at least two weeks to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave at the time the application is submitted.

- G. The Human Resources Department will:
1. Receive from the employee benefiting from the Time-Bank proof of eligibility and a signed agreement allowing publication of the employee's situation.
 2. Determined qualification, under the standards above, for the establishment of a Time-Bank.
 3. Control the Time-Bank program.
 4. The employee benefiting from the Time-Bank and the Human Resources Department will agree on the content of the publicity.
 5. 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.
 6. Notify the department head immediately if the program cannot be established and the reason(s).

Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Time-Bank and take appropriate action.

15. Amend Article XXI as follows:

ARTICLE XXI
DISCRIMINATION COMPLAINT PROCEDURE

The County has established a strong commitment to prohibit and to prevent unlawful harassment and/or discrimination in employment, and has set forth a procedure for investigating and resolving internal complaints in Board of Supervisors Policy C-25, which policy is included in this Memorandum by reference.

16. Replace Article XXVII with the following

JOINT LABOR/MANAGEMENT COMMITTEE

Labor-Management work groups are tools to help improve the workplace. Labor-Management groups can help resolve problems and/or develop innovative

strategies to produce work more efficiently, save the County money, or improve public services.

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

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

The County and SEIU agree to have Labor-Management meetings monthly, including by not limited to the following departments:

Information Technology

- To evaluate the Dynamic Skills process
- Ability to recruit and retain staff
- To review the systems flexibility to maintain the highest standard of expertise for the County
- Skill assignment objectivity, neutrality, and equity
- Make recommendations on improvements

Housing Authority

- Work together to improve morale
- Review career ladders
- Strategize on ways to minimize the impact of decreased federal funding on clients and employees
- Other issues as they arise

DPSS/CPS and APS

- Review obstacles and devise solutions to implement SB2030 in Riverside County
- Work together to improve morale
- Review career ladders
- Improve efficiencies and streamline documentation
- Strategize on ways to minimize the impact of decreased state funding on clients and employees

Parks

- Work together to improve morale
- Review career ladders
- Follow up on previous employee recommendations

17. Probationary Periods Amend initial probationary period for Supervising Welfare Fraud Investigators to 12 months after completion of the Academy [i.e. 18 months].

18. Domestic Partners Amend the MOU to reflect current board policy on domestic partners.

19. Parity Parity issues will continue to be discussed in the appropriate labor-management committee meetings.
20. Training Opportunities & Funding County and SEIU agree to look at training opportunities and funding for employees and families in labor-management meetings.
21. Add to Article III the following:

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

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

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

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

22. Amend Article XX as follows:

ARTICLE XX
ALCOHOL AND DRUG ABUSE POLICY

The Board of Supervisors Policy C-10 was enacted to eliminate substance abuse and its effects in the workplace. The policy provides that employees shall not be under the influence of alcohol or drugs while on duty or on a standby or an on-call status; or consume alcohol or illicit drugs while on County property or at work locations or while on duty; or possess controlled substances or prescription drugs without a prescription while on duty. Employees shall not: manufacture, sell, provide, distribute, or dispense prescription drugs or controlled substances to any other employee or to any person while on duty unless authorized by law; or sell, provide, distribute, or dispense alcohol to any other employee while such employee is on duty.

Employees are expected to be familiar with and comply with Policy C-10, which is included in this Memorandum by reference.

For cause, management may condition further employment on successful passage of a drug or alcohol test.

23. Amend Article XXII as follows: (subject to board approval of cost)

Section 7. Flex Benefits Programs. The County shall contribute \$25.00 per month, on behalf of each eligible retiree and such employee's and retiree dependents enrolled in one of Riverside County employee medical and hospital plans, toward the payment of premiums for health insurance.

The County shall contribute up to \$425.40 per month, per active employee only, toward the County's Flexible Benefit Program and is to be used toward the eligible cafeteria plans. SEIU agrees that the County may use some or all of the Short Term Disability (STD) fund (less appropriate reserves) to fund this benefit.

Effective pay period 14-04 (pay date July 7, 2004), the County's Flex Contribution shall increase to \$465.00 per month (\$232.50/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

Effective pay period 25-04 (pay date December 8, 2004), the County's Flex Contribution shall increase to \$512.00 per month (\$256.00/biweek for 24 biweeks/year), provided the employee is not waiving medical coverage.

Employees whose last hire date is on or after November 11, 2004 (pay period 25-04) will be required to select a medical plan as part of their Flexible Benefit election each year, and will not have the option of waiving all medical coverage. Those who fail to timely elect medical coverage will be placed in the lowest-priced employee-only medical plan available.

Employees whose most recent hire date is prior to November 11, 2004 (pay period 25-04) will have the option of waiving medical coverage if they provide proof of coverage under another group medical plan. The County's Flex Contribution available for other benefits or cash is \$425.40 and will remain at that level. As a result, the fee for waiving will initially be \$39.60 effective Pay Period 14-04 (pay date July 7, 2004) and \$86.60 effective Pay Period 25-04 (pay date December 8, 2004).

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

While qualifying employees may waive medical coverage, at least one of the flexible benefit options must be taken (medical, dental, or Flexible Spending Account) to receive cash back.

If monies remain after deduction of elected benefits and wavier fees, said monies may be taken in cash back to the aggregate total of options selected and cash.

For example:

County Monthly Contribution	\$465.00
Health Insurance Premium for a single party as of 12/11/03	206.00
Dental Insurance Premium (single party)	18.00
Cash Back	241.00
Total	\$465.00

If monies remain after waiver of health insurance and deduction of other elected benefits, said monies may be taken in cash back:

For example:

County Monthly Contribution (as of 12/08/04)	\$512.00
Health Care FSA	20.00
Waiver fee	86.60
Cash Back	405.40
Total	\$512.00

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

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

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

24. Miscellaneous:

Housekeeping, grammatical, and minor amendments contained in the attached red-lined document, and as set out below, to be completed within 30 day:

- a. Amend "Employee Relations Manager" to "Human Resources Director, or designee," in all places in MOU.
- b. Amend "arbitrator", "conciliator", and/or "mediator" to read "neutral" in all places in MOU.
- c. CHA – Dress Code – refer to labor/management committee
- d. Uniform Allowances to be incorporated into MOU (see Attachment 2)
- e. Fitness for duty – Amend language to reflect one doctor rather than three, with the provision that "if an employee is uncomfortable with the selected physician the County will provide an alternative physician".

25. Amend Article XV as follows:

An employee who suffers an injury or illness which entitled him/her to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first 10 calendar days during which he/she is necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including, for this purpose, the values, successively, of the accrued compensatory time off for overtime and accrued vacation credit. During a period of temporary disability and in the proportion that the employee is paid for the difference between the temporary disability payments and the regular compensation, he/she shall continue to accrue sick leave and vacation benefits at the regular rate.

26. Add to Article XXXII the following:

SEIU may elect or appoint one (1) Steward in each County Department and one (1) additional Steward in departments with more than 200 SEIU members but in no case shall more than thirty-five (35) Stewards be elected or appointed. [To avoid any conflict of interest, any Steward elected or appointed from the supervisory unit shall be limited to representing employees in the supervisory unit.] The Stewards are recognized as representatives of SEIU in their department with the power to bind SEIU in all matters pertaining to this Memorandum. SEIU agrees to notify the County Human Resources Department in writing of the names of its Stewards and the effective dates of their election or appointment.

There shall be no union activity on County time or premises except as provided for in this Memorandum. A Steward is permitted to represent SEIU in grievances, administrative interviews, or Skelly hearings, consistent with the representational rights granted by the *Meyers-Milias-Brown Act*. Stewards shall not be permitted to request preparation time pursuant to this Article. A Steward will not absent him/herself from his/her work without first obtaining the permission of the Department. To obtain permission the Steward shall identify (i) the specific reason for requesting permission, (ii) the employee(s) to be represented, and (iii) the general issue involved. SEIU agrees that the provision of County services is not to be negatively affected by any Steward activity permitted by this Article. Subject to the foregoing, the County will not unreasonably withhold permission.

The Steward will not be paid his/her regular wages while conducting steward business but will be permitted to use accumulated vacation and/or compensatory time, provided the use of such time does not result in the payment of overtime during the workweek in question. County will not pay for, nor shall the Steward be entitled to make any claim for, time spent on steward business during the Steward's non-regular working hours or for time spent on other union matters including, but not limited to, Labor-Management meetings, arbitration, PERB hearings, court, depositions, negotiations, union conferences or training.

The Steward program is introduced on a trial basis and will terminate at midnight, December 31, 2005. Any continuation of the program thereafter will require the express agreement of the parties.

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

27. Amend Article IV, Section 3(I) by adding Nurse Assistant Managers to the preceptor entitlement.
28. Amend Articles IV, Section 3(E)(6), (7), & (8) to read consistently 11:00 p.m.
29. Clinical Lab Scientist employed at RCRMC shall receive a 5.5% or equivalent two (2) step parity adjustment.
30. Training Fund: Effective July 1, 2004 the County will contribute \$0.01 per hour, for employees covered under the provisions of this Memorandum of Understanding, for all regular hours compensated, to be allocated to the SEIU Training Fund Trust. This fund shall be jointly administered by the SEIU/County of Riverside Labor Management Committee for the benefit of SEIU members.

Signed the 27th day of May, 2004, at Riverside California

RON KOMERS
Asst. CEO/HR Director
For Riverside County

REBECCA MILLER
Executive Director
For SEIU

[Adopted by Board of Supervisors 6/29/04]

Attachment 1

Bilingual Pay

Scope

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

Eligibility Factors

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

Skill Levels

Definitions of Skill Levels:

Level 1: Basic Oral Communication
Employees at this level perform bilingual translation

Level 2: Task Completion
Employees at this level perform bilingual translation as well as written translation.

Level 3: Written translation, and medical and legal interpretation
Employees at this level perform complex verbal and written translation.

Compensation

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

Level 1: \$40 per pay period
Level 2: \$60 per pay period
Level 3: \$80 per pay period

Testing Administration

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

Level 1: Basic oral/reading test
Level 2: Written
Level 3: Complex Level Written

- Level 1: Administered by Human Resources Testing Center
- Level 2: Administered by Human Resources Testing Center
- Level 3: Administered by Human Resources Testing Center

Plan Implementation

The Bilingual Pay Program, once approved by the Board of Supervisors, will be administered by Human Resources.

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

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

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

Attachment 2

Department	Classification	Annual Allowance	
RCRMC	Mental Health Facility Housekeeping Supervisor	\$600	
	Lead Housekeeper	\$161	
Fleet	Senior Fleet Services Assistant	\$161	
	Garage Branch Supervisor	\$161-286	
	Automotive Services Supervisor	\$161-260	
TLMA	Supervising Land Surveyor	\$239	
	Senior Land Surveyor	\$239	
	Traffic Signal Supervisor	\$239	
	Tech Engineering Unit Supervisor	\$239	
	Assistant District Road Maintenance Supervisor	\$255	
	Survey Party Chief	\$239	
	Survey Party Chief RE/LLS	\$239	
	Equipment Service Supervisor	\$369	
	District Road Maintenance Supervisor	\$255	
	Waste	Maintenance Worker – WRMD	\$161-193
		Equipment Operator I & II – WRMD	\$165
		Senior Equipment Operator - WRMD	\$165
		Laborer – WRMD	\$165
Crew Lead Workers – WRMD		\$141	
Maintenance & Construction Worker – WRMD		\$161	
Haz Waste Inspector – WRMD		\$405	
Senior Haz Waste Inspector – WRMD		\$405	
Supervising Haz Waste Inspector – WRMD		\$405	
Supervising Equipment Parts Storekeeper – WRMD		\$161	
Equipment Service Supervisor	\$82		
Parks	Park Aide – Parks	\$350	
	Senior Park Ranger - Parks	\$350	

At no loss [RM]