

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

**257**



**FROM:** Waste Resources Management District

**SUBMITTAL DATE:**  
January 4, 2006

**SUBJECT:** Approval of the 2006 - 2009 Memorandum of Understanding with Service Employees International Union (SEIU), Local 1997

**RECOMMENDED MOTION:** That the Board of Directors:

1. Approve the tentative agreement for the 2006 - 2009 Memorandum of Understanding between the Service Employees International Union (SEIU) and the County of Riverside Waste Resources Management District (Attachment A);
2. Approve the flexible benefit contributions effective December 22, 2005, and the wage increase effective January 19, 2006, respectively, pending ratification by the represented members; and
3. Approve the continuation of discussions with SEIU on District issues with the understanding that any agreement reached is unique to the Waste Management activity.

**BACKGROUND:** SEIU, which represents approximately 4800 County employees and 55 District employees, asked to open negotiations with the County for a new Memorandum of Understanding. (cont.)

  
Hans Kernkamp, General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$60,000	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	0	Budget Adjustment:	NO
	Annual Net County Cost:	0	For Fiscal Year:	2005/06

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

**C.E.O. RECOMMENDATION:** **APPROVE**

**County Executive Office Signature** 

Approved by Ronald W. Komers  
Asst. County Executive Officer/  
Human Resources Director

Policy  Policy   
Consent  Consent

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

**Prev. Agn. Ref.:** | **District:** | **Agenda Number:**

Discussions with the County started on August 11, 2005, and sixteen (16) bargaining sessions were held. A tentative agreement for a new forty two (42) month Memorandum of Understanding, covering 2006 through 2009, was reached on December 19, 2005. The cost of the contract does not exceed the parameter given by the Board of Supervisors. SEIU has advised that they plan to have this agreement ratified by ballot of the represented members on January 13, 2006.

On December 8, 2005 a single meeting was held with SEIU to communicate District issues that are unique to the Waste Management Department. Resolution on those issues was not completed and the parties agreed to continue to meet following the approval/ratification of the tentative agreement for the 2006-2009 Memorandum of Understanding. We will return to the Board with any amendments to the Memorandum of Understanding that result from this effort.

A summary of the key elements of the tentative agreement is attached (Attachment B).

The Memorandum of Understanding provides the employees in the SEIU represented bargaining units parity in flexible benefit contributions with other represented units. Additionally, the agreement provides for subsidization by the County of the family and two-party premiums of \$100 and \$25 respectively to assist employees with families to pay for the increased costs of medical insurance. At a time when the cost of health care is rising dramatically, granting increases in medical benefits to provide employees with the ability to pay for medical coverage is a prudent and cost effective course of action. The Memorandum of Understanding also provides reasonable salary enhancements for county employees represented by SEIU and adjusts various special pays to correspond with market and workplace conditions.

The MOU requires the District increase the amount of salary and benefit reimbursement that is funded by the Waste Management Department, an Enterprise Fund of the County of Riverside. There is sufficient available budget in both the District and the Enterprise Fund to allow this transfer. The increase for the six month period to year end is estimated at approximately \$60,000.

**Tentative Agreement**

**Between**

**County of Riverside Waste Resources Management District**

**And**

**SEIU, Local 1997**

**Date: December 19, 2005**

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**ARTICLE 1  
TERM**

**Section 1. Term.**

Amend to reflect: January 1, 2006, to midnight, June 30, 2009.

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**ARTICLE IV  
WORKWEEK, OVERTIME AND PREMIUM PAY**

**Section 2. Overtime**

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

**B. Overtime Provisions of the Fair Labor Standards Act.** Except as set out in paragraph C below, employees in classifications that are not exempt from the Fair Labor Standards Act (herein referred to as "FLSA") shall be compensated for overtime consistent with the Act. The Human Resources Director and County Counsel shall determine which classes of positions are exempt from the FLSA.

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**Section 3 Premium Pay**

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

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

**C. Shift Differentials**

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

Evening Shift - General. County employees whose classes are not specifically mentioned below, working their regularly scheduled shift that ends after 6:00 p.m. and who perform work between the hours of 3:00 p.m. and 11:30 p.m., shall be paid a night differential of \$.60 per hour for the time actually worked between 3:00 p.m. and 11:30 p.m.

Night Shift - General. County employees whose classes are not specifically mentioned below working their regularly scheduled shift that ends after 11:00 p.m. and who perform work between the hours of 11:00 p.m. and 7:30 a.m. shall be paid a night differential of \$1.20 per hour for the time actually worked between 11:00 p.m. and 7:30 a.m.

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

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ARTICLE V  
PAY PRACTICES

Section 1. Step Advances.

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

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

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E. Seasonal Employees: With the same procedures as in the foregoing Subsection, on the first day of the pay period following the completion of one year in a paid status, not including overtime, the salary of a seasonal employee shall be increased. On the first day of the pay period following the completion of an additional one year in a paid status, not including overtime, employee's salary may again be increased, and thereafter in like intervals. The hours in a paid status need not be continuous, provided no interval of more than one year shall occur when the employee is in an unpaid status.

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ARTICLE VI  
GENERAL PERSONNEL PROVISIONS

Section 1. Probation.

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

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

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

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Section 4. Mileage Reimbursement.

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

If an employee is required to use his/her personal vehicle while in the course and scope of his/her employment, the employee must, prior to using said vehicle, do the following:

A. Complete County of Riverside "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form, authorizing the employee to use his/her personal vehicle which must be approved by the District General Manager-Chief Engineer.

B. Insure the vehicle in minimum limits required by the State of California. In addition, employees must have their policies of insurance endorsed to reflect business use. Such insurance must be maintained at all times while employed in a position where it is required or may be required to use a personal vehicle while in the course and scope of employment. In the event of an incident or accident, the County does not assume responsibility for any physical damage to an employee's personal vehicle.

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

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of County business is expressly prohibited.

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ARTICLE VII  
LEAVE PROVISIONS

Section 1. Sick Leave

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

D. Reason for Usage. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family, for this purpose, is defined to mean the employee's spouse, child, parent, brother, or sister (including step-relatives of the same categories), domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), and child of a domestic partner. Family shall also include grandparents and/or grandchildren if the employee is the primary care giver for such.

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

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Section 3. Bereavement Leave.

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

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

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ARTICLE IX  
HOLIDAYS

Section 1. Paid Holidays

B. Qualifying Factors

1. Qualified Employees. Only regular, probationary, and seasonal employees in a current paid status shall be eligible for paid holidays.

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

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

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

C. Payment for the Holiday

1. Working the Holiday. Regular or seasonal full-time employees covered under the provisions of this Memorandum who actually work on a paid holiday shall be paid at their regular rate for the time actually worked. In addition, such employee shall have a choice of:

- a. Banking compensatory holiday time off - not to exceed eight (8) hours - for such holiday or;
- b. Being paid at his/her regular rate of pay – not to exceed eight (8) hours pay - for the holiday.

2. Not Working the Holiday. A full-time employee whose regularly scheduled day off falls on a paid holiday and who do not actually work on the holiday shall have a choice of:

- a. Banking compensatory holiday time off - not to exceed eight (8) hours - for such holiday or;
- b. Being paid at his/her regular rate of pay – not to exceed eight (8) hours pay - for the holiday.

3. Part-Time Employees. Regular part-time employees covered under the provisions of this Memorandum who actually work on a paid holiday shall be paid at their regular rate for the time actually worked. In addition, a regular part-time employee shall receive holiday pay for the holiday - or portion thereof - which coincides with their regularly scheduled working hours – not to exceed eight (8) hours pay - (e.g. a part-time employee who regularly works 4 hours each Monday shall receive 4 hours holiday pay for any holiday falling on a Monday.)

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

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

ARTICLE XXIII  
FLEXIBLE BENEFIT PROGRAM

Section 2. Flexible Benefits Contributions.

A. The District/County shall make the following contributions towards the County's Flexible Benefit plan:

Employees participating in a County sponsored health care plan:	
Effective December 22, 2005 (pay date 1/18/06):	\$568.00 per month (\$284.00 per biweek for 24 biweeks/year)
Effective November 9, 2006 (pay date 12/6/06):	\$590.46 per month (\$295.23 per biweek for 24 biweeks/year)
Effective November 8, 2007 (pay date 12/5/07):	\$612.92 per month (\$306.46 per biweek for 24 biweeks/year)
Effective November 6, 2008 (pay date 12/4/08):	\$635.40 per month (\$317.70 per biweek for 24 biweeks/year)
Employees not participating in a County sponsored health care plan:	\$465.00 per month (\$232.50 per biweek for 24 biweeks/year)

In addition, the District/County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a District/County sponsored health care plan on the following basis:

Employees with family coverage:	Monthly premium reduced by \$100.00
Employees with two-party coverage:	Monthly premium reduced by \$25.00

This subsidy will remain in place for the duration of the MOU.

B. Employees who fail to timely elect medical coverage will be placed in the lowest-priced employee-only PPO medical plan available.

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

E. ... Part time employees who work more or less than their designated status for a fiscal year quarter shall be re-characterized at the end of that quarter based on their actual pattern of work during that quarter.

Section 3. Deferred Compensation

The District/County shall accept lump sum payments of accumulated vacation, sick leave, holiday and compensation time upon retirement up to the IRS approved maximum in any

one calendar year in accordance with the District/County's approved Deferred Compensation Plan.

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ARTICLE XXIX  
COMPENSATION AND BENEFIT INCREASES

Section 1. Wage Increases

Effective January 19, 2006 the positions shall receive a 2.5% increase to their base salaries.

Effective October 12, 2006 the positions shall receive a 2.0% increase to their base salaries.

Effective September 27, 2007 the positions shall receive a 3.0% increase to their base salaries.

Effective September 25, 2008 the positions shall receive a 3.0% increase to their base salaries.

[NOTE: The parties agree that the general wage increases for 2006 outlined above shall be applied to the base pay plus hot skill pays for IT employees represented by SEIU who are in the hot skill pay program. This is a one-year only arrangement.]

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ARTICLE XXX  
UNION RIGHTS

Section 1. Bulletin Boards.

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

Section 7. Stewards.

SEIU may elect or appoint one (1) Steward in the District.

[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. ...

*Summary of Tentative Agreement  
between  
the County of Riverside Waste Resources Management District  
and  
Service Employees International Union (SEIU), Local 1997*

**Term:** 42 months (January 2006 through June 2009)

<b>General Wage Increases:</b>	Effective	1/19/2006	2.5%
	Effective	10/12/2006	2.0%
	Effective	9/27/2007	3.0%
	Effective	9/25/2008	3.0%

Note: IT employees receive general wage increase to base pay plus hot skills in 2006 only.

<b>Flexible Benefits:</b>	Effective	12/22/05 increase to \$568*/mo
	Effective	11/9/2006 increase to \$590.46*/mo
	Effective	11/8/2007 increase to \$612.92*/mo
	Effective	11/6/2008 increase to \$635.40*/mo

\* Employees not participating in County plan \$465/mo.

Effective 12/22/05, subsidize family & two-party monthly medical premiums.  
Effective 12/22/05, reduce family premium by \$100 & two-party premiums by \$25.

**Other significant changes:**

Overtime:	For FLSA covered employees consistent with FLSA
Shift Differentials:	Clarified language & increased differentials for certain classifications
Electronic Pay Advice:	Language in MOU will allow us to transition to electronic pay advice
Initial Probation:	All SEIU classifications serve 12 month initial probation
Promotional Probation:	All SEIU classifications serve 12 month (instead of 6)
Sick Leave:	Added grandparents and grandchildren to list for use of sick leave
Holidays:	Clarified language on who is/is not paid and how on holiday.
Stewards:	May elect or appoint one Steward in the District