

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

560



FROM: Human Resources Department

SUBMITTAL DATE:
November 2, 2010

SUBJECT: Approval of the Tentative Agreement with Riverside Sheriff's Association for the Public Safety Unit for a twenty (20) month agreement.

RECOMMENDED MOTION: That the Board of Supervisors approve the 2010 - 2012 Tentative Agreement between Riverside Sheriff's Association for the Public Safety Unit and the County of Riverside (Attachment A).

BACKGROUND: Riverside Sheriff's Association (RSA), which represents approximately 540 employees in the Public Safety Unit, asked to open negotiations for a new Memorandum of Understanding. Discussions started in August of 2010, and eight (8) bargaining sessions were held. A Tentative Agreement for a new twenty (20) month Memorandum of Understanding, covering November 4, 2010, through June 30, 2012, was reached on October 04, 2010. The cost of the contract does not exceed the parameter given by the Board of Supervisors and it represents an overall reduction in salary costs for FY 2010/11 and FY 2011/12, is consistent with reductions realized with other Labor organizations and unrepresented Management, and achieves a cost savings of approximately \$2.9 million over its term.

(continued on page 2)

Barbara A. Olivier
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	Current F.Y. Total Cost:	\$ (00.00)	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ (00.00)	Budget Adjustment:	No
	Annual Net County Cost:	\$ (00.00)	For Fiscal Year:	2010/11

SOURCE OF FUNDS: Savings to the General Fund and Department Budget	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

- Policy
- Policy
- Consent
- Consent

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

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

3.34

BACKGROUND (continued):

This Tentative Agreement includes a reopener to meet and confer regarding Pension Reform. RSA has advised that they plan to have this agreement ratified by ballot of the represented members and will notify us on or about October 26, 2010 of its ratification.

Attachment A is the Tentative Agreement between the parties. The key points of this agreement are as follows:

- A twenty (20) month agreement from November 4, 2010 through June 30, 2012.
- RSA, after November 2, 2010, upon the request of the County, agrees to meet and confer on retirement related issues for new and existing employees.
- Step (merit) increases will be frozen for the duration of the agreement.
- Two (2) additional salary steps (at a savings of 5.4%) will be added to the bottom of all salary ranges, and be applied only to entry-level new hires, employed after the date of ratification by PSU members and adoption by the Board of Supervisors.
- All employees who have not completed their mandatory furlough hours required under the previously imposed Terms and Conditions of Employment will be required to take their remaining hours during the first year of the agreement.
- The flexible benefit credits paid by the County will continue at the reduced rate of \$407.18 per month for the duration of the agreement.
- Within 10 days of the date of hire, the County will require new employees to report to the RSA office to be informed of their rights and obligations under the Modified Agency Shop provision in the MOU. The County also agrees to provide a list of all PSU employees who have not had dues deducted and such list shall be provided monthly.
- The terms set forth in the Tentative Agreement and the language of the 2006-2009 MOU between the RSA/PSU and the County of Riverside shall form the basis of the successor MOU. In addition, certain agreements reached between the parties and provisions contained in the Terms and Conditions of Employment imposed effective February 1, 2010, shall be included. These additional agreements are included as Attachment B, and the key points of these agreements are as follows:
 - The vacation leave bank will be increased from 480 hours to 640 hours to ensure that employees will not lose accrued vacation due to furlough hours taken in lieu of vacation time.
 - The term “just” was changed to “good” as it relates to the cause necessary for disciplinary action.

- The prior agreement contained language concerning the promotional procedure for the classifications of Senior Probation Corrections Officer, Senior Deputy Probation Officer, and Supervising Probation Officer and gave a numerical score for each component used to evaluate an individual for possible promotion. The areas of education and above standards performance were each valued at 4 points per component. The agreement between the parties eliminates the 4 possible points for the education and those 4 points are now included in the above standards performance component for a total of 8 points in this particular rating area.
- The Grievance Procedure was revised to combine the Step I and Step II grievance meetings into one grievance meeting for efficiency and a revision was made to the advisory arbitration provision to allow either the Human Resources Department or the RSA to appeal the arbitrator's advisory decision to the Board of Supervisors.
- The requirement to exchange proposals in advance of the commencement of bargaining has been eliminated.

The parties have agreed to form a subcommittee to cooperate in a non-substantive clean up of the Memorandum of Understanding pertaining to language, spelling, grammar and formatting following the approval/ratification of the Tentative Agreement. We will return to the Board with an updated and restated Memorandum of Understanding after the completion of this cooperative effort.

We recommend that the Board approve the attached tentative agreement.

TENTATIVE AGREEMENT
Between Riverside County and the Riverside Sheriffs' Association
October 4, 2010

SUBJECT TO RATIFICATION BY THE BARGAINING UNIT MEMBERSHIP, AND APPROVAL BY THE COUNTY BOARD OF SUPERVISORS, THE PARTIES HERETO AGREE TO INCLUDE IN THEIR SUCCESSOR MEMORANDUM OF UNDERSTANDING, THE FOLLOWING MODIFICATIONS:

1. **TERM:**
The PSU MOU will be in full force and effect from the date of ratification by the PSU membership and adoption by resolution of the Board of Supervisors, whichever is later, until June 30, 2012.
2. **SALARY:**
There will be no across the board wage increases during the period of the PSU MOU. Two additional steps shall be added to the bottom of all ranges, which shall be Step A (5.4% less than Step 1) and Step B (2.7% less than Step 1). These steps shall only apply to entry-level new hires. These steps shall only apply to entry-level new hires employed after the date of ratification by the PSU members and adoption by resolution of the Board of Supervisors.
3. **FURLOUGHS:**
All members who have not fulfilled their mandatory furloughs pursuant to the prior imposed terms and conditions shall take their remaining furlough hours during the first year of this agreement.
4. **FLEXIBLE BENEFIT CREDITS:**
The Flexible Benefit Credits paid by the County will remain at the current amount in effect for the duration of the MOU.
5. **STEP/MERIT INCREASES**
Step increases shall remain frozen for the duration of the agreement.
6. **TENTATIVE AGREEMENTS FROM THE 2009 – 2010 NEGOTIATIONS**
 - Article VIII. Vacation. Section 1. Increase in Vacation Leave Bank Cap (See Attached)
 - Article XI. Discipline, Dismissal and Review. Section 1.
 - Article XXII. Promotional Procedure – Deputy Probation Officer. Section 1. Promotional Procedure
 - Article XIII – Grievance procedure
 - Article I – Section 2 – Successor Agreement
7. **OTHER LANGUAGE:**
Other than set forth herein, all language previously in the 2006-2009 PSU MOU will be incorporated into this agreement.

8. The County will require all employees to personally report to the RSA office within ten days of the date of hire so that these employees may be informed of their rights and liabilities under the "Modified Agency Shop" provision of the MOU. The County agrees to immediately provide a current list of all PSU employees who do not have payroll deduction for either RSA dues or agency fees and to update that list on a monthly basis.

9. SIDE LETTER FOR LIMITED REOPENER

- Section 1. Agreement to Meet and Confer

Upon request of the County, after November 2, 2010, and by reasonable notice, RSA shall meet and confer with the County for a limited reopener on issues directly related to retirement for new and existing employees, as permitted by law.

This limited reopener shall not address other issues covered by this MOU; except that, if the County proposes a decrease in the percent of the employees' contribution paid by the County ("Employer Pickup"), RSA may include discussions over increases in salary to offset the decrease in the Employer Pick-Up, if any.

- Section 2. Impasse Procedure

It is understood and agreed that if the parties are unable to come to a resolution in the meet and confer process and an impasse occurs, either party may demand non-binding advisory interest arbitration before a neutral arbitrator who shall commence a hearing and provide a written recommendation to the parties on the outstanding issues. The parties shall jointly prepare an issue statement. If the parties are unable to agree to a joint issue statement, each party shall prepare individual statements and agree that the arbitrator shall have the authority to frame the issues to be decided.

- Section 3. Arbitrator Selection Process

The parties shall initially attempt to select the name of a single arbitrator after serving each other with a list of three (3) candidates within fourteen (14) days of the impasse. The candidates must have experience in public employee pension issues. In the event that the parties are unable to agree on an arbitrator within seven (7) days after serving each other with a list of candidates, the parties shall jointly request the American Arbitration Association (AAA) to provide the parties with a list of seven names of arbitrators who have experience in public employee pension issues. The parties shall attempt to agree on an arbitrator in the list provided by the AAA. However, if the parties are unable to agree upon one of the seven candidates, the arbitrator shall be selected by alternatively striking names in one telephone conference from the list until one (1) remains who shall

then serve as the arbitrator. In the event that an arbitrator selected cannot provide dates soon enough to the satisfaction to both parties, the parties will re-initiate the selection/striking process by requesting a new list of seven names from the AAA and following the same selection/striking procedure set forth above.

Section 4. Arbitration

The parties agree that that arbitration shall proceed in accordance with the rules of the American Arbitration Association, Labor Arbitration Rules. The arbitration shall be conducted in private and at a neutral location. The hearing, once commenced, shall be continued on consecutive days (excluding weekend and public holidays) unless a *bona fide* reason exists for the delay by either party. The parties shall have the opportunity to prepare and submit post hearing briefs, which briefs shall be due to the arbitrator thirty (30) days following the receipt of the transcript from the court reporter by the parties. The arbitrator, having heard the case, shall then make a decision, in writing, within thirty (30) days from the last post marked date of the post hearing briefs.

Section 5. Post-Arbitration

After the arbitrator's opinion and award is issued, the parties shall meet and consult over that award. In the event that the parties remain at impasse following the meeting, the arbitrator's decision shall be submitted to the Board of Supervisors. The Board of Supervisors may accept or reject the advisory opinion of the arbitrator, or accept part of the decision and reject the rest. As it is advisory, non-binding arbitration, neither party shall refer the arbitrator's decision to the courts.

Section 6. Cost of Arbitration

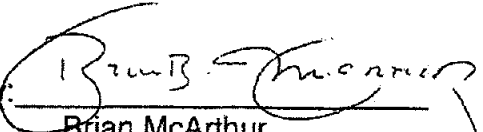
Each party shall bear their own attorney's fees and costs. The expenses of the arbitrator and court reporter shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses who are called by such party, except that any County employee called as a witness shall 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 Director, or a designee, with the employee's Department Head at least two (2) working days in advance of the hearing date.

Tentative Agreement entered into on:

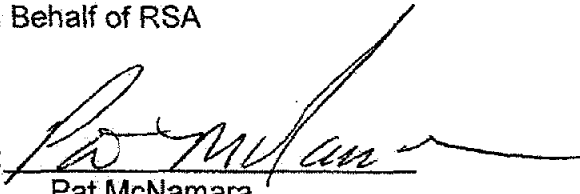
10/4/2010
[Date]

On Behalf of the County of Riverside

On Behalf of RSA

By: 

Brian McArthur
Director of Employee Relations

By: 

Pat McNamara
President

ARTICLE VIII
VACATION

Section 1.

A. Subject to the limitations and exemptions of this section, every regular employee shall be entitled annually to the following number of working hours of vacation with pay in accordance with the record of completion of continuous years of service:

Zero through 3 years (0 through 6,240 hours) in a payroll status, 80 hours each year;

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

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

Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than a maximum of 640 hours, and may be taken only at a time or times agreeable to the department head. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

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

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

C. Seasonal and temporary employees shall not be entitled to paid vacation.

D. No person shall be permitted to work for compensation for the County during vacation, except with prior approval of the Board of Supervisors and the department head.

E. A regular part-time employee shall accrue vacation in the same proportion that working hours bear to the normal working hours of a full-time position. The same proportion shall apply in determining payment of earned vacation on termination.

F. A previous period or periods of County employment which are interrupted in such a manner as to disqualify such period or periods from being considered in computing continuous service under the provision contained herein 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 XI
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;
- I. Discourteous treatment of the public or other employees;
- J. Political activity in violation of federal or state law;
- K. Physical or mental unfitness to perform assigned duties;
- L. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- M. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the department in which they are employed;
- N. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department. The department shall prescribe procedures to insure that employees affected by the requirements are informed of them;
- O. Substance abuse in violation of the County of Riverside Alcohol and Drug Abuse Policy; and,
- P. Violation of the County Anti-Violence in the Workplace Policy.
- Q. Violation of the County's Harassment Policy.

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

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

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

ARTICLE XXIV
PROMOTIONAL PROCEDURE
DEPUTY PROBATION OFFICER

Section 1. Examination Process

A. The examination process for Senior Probation Officer and Supervising Probation Officer, and Senior Probation Corrections Officer shall include a written examination administered by the Human Resources Department with a weight of 35 points, an oral examination conducted by the Probation Department with a weight of 50 points and an overall evaluation on promotability conducted by the Probation Department with weight of 15 points which shall be weighted five (5) points for cross department experience; eight (8) points for above average performance evaluations; two (2) points for length of continuous service above the minimum qualifications required for the position. There shall be no pass/fail test scores.

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

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

Section 2. Interview Panel

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

Section 3. Selection

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

ARTICLE XIII
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. 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 the 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.

For the County: _____
Ron Komers

For RSA: _____
Pat McNamara

Date: _____

Date: _____

RSA PROPOSAL
ARTICLE I – TERM
Date: January 29, 2009

SUBJECT TO RATIFICATION BY THE BARGAINING UNIT MEMBERSHIP, AND APPROVAL BY THE COUNTY BOARD OF SUPERVISORS, THE PARTIES HERETO AGREE TO INCLUDE IN THEIR SUCCESSOR MEMORANDUM OF UNDERSTANDING, THE FOLLOW MODIFICATIONS TO ARTICLE I:

ARTICLE I
TERM

Section 2. Successor Agreement

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

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

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

Tentative Agreement entered into on:


1-29-2009

[Date]

On Behalf of the County of Riverside


On Behalf of RSA:

By:



Tom Prescott
Employee Relations
Division Manager

By:



Pat McNamara
President