

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

977



FROM: Human Resources Department

SUBMITTAL DATE:
May 31, 2012

SUBJECT: Approval of the Tentative Agreement with Riverside Sheriffs' Association (RSA) for the Law Enforcement Unit

RECOMMENDED MOTION: That the Board of Supervisors approve the 2012-2016 Tentative Agreement between the Riverside Sheriffs' Association (RSA) for the Law Enforcement Unit and the County of Riverside (Attachment A).

BACKGROUND: RSA, which represents approximately 2,500 employees in the Law Enforcement Unit asked to open negotiations for a new Memorandum of Understanding (MOU) in April, 2012. On May 10, 2012 the parties reached a Tentative Agreement (TA) for a new forty-nine (49) month Memorandum of Understanding through June 30, 2016.

Departmental Concurrence

(Continued on Page 2)

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: Departmental Budgets	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

Dept's Recomm.:
Per Exec. Ofc.:

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

**ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD**

3.72

BACKGROUND (continued)

The cost of the agreement does not exceed the parameters given by the Board of Supervisors. The agreement will generate approximately \$5.4 million net county cost savings in fiscal year 2012/2013, and will have a net county cost of approximately \$31 million over the term of the contract. The TA was ratified by a vote of the affected RSA membership on May 29, 2012.

The Tentative Agreement contains the following key points:

1. **TERM** – Four years expiring June 30, 2016.
2. **PENSION REFORM** – Safety 2% @ 50 formula (with 3 year highest average and 90% cap) and Miscellaneous 2% @ 60 (with three year highest average) for new employees.
3. **EPMC** – Employee continues to pick-up of 5% this year, with full 9%/8% effective first pay period in July, 2013.
4. **STEP/MERIT INCREASE** – Released at one (1) step increases until May, 2014, when two-step increases will be restored.
5. **COLA** – 3% (July, 2013); 3% (July 2014); and 3% (July 2015).
6. **SALARY STEPS** – Two (2) additional steps added to the top ranges of salary scales (one effective May, 2014 and one effective May, 2015).
7. **TEMPORARY VACATION BANK INCREASE** – Effective July, 2013 an additional accrual of four (4) hours per p/p until July 2015. Increase vacation bank maximum to 700 hours from current 480.
8. **MEDICAL & DISABILITY CONTRIBUTIONS** – Increase to \$823 effective November 2012 and then a further increase to \$940 in November 2013. Add \$7.00 per member per month increase for LTD premium increases.
9. **CAREER INVESTIGATOR PROGRAM** – Activate Flexible Benefit Contribution additional step (Step #13) for Sheriff's Lead Investigator IIIA and IIIB.
10. **DEPUTY CORONER PARITY STUDY** – In the event that a parity study conducted by the County concludes that Deputy Coroners are paid below market rate, the County agrees to increase the rate by up to 5% per year to a maximum of 15%.
11. **INVOLUNTARY LEAVE** – County may place deputy on involuntary leave under certain circumstances (drugs, mistreatment of inmate, felony charge, etc.) for up to 30 days prior to deputy being granted notice of discipline.
12. **TRANSPORT PREMIUM** – A new premium will be added to the agreement for hours actually worked transporting inmates (\$1.25 p/h).
13. **CONFORMANCE TO PLAN** – All Sheriff Department employees may be worked out of class for up to 480 hours per year.

14. **ELECTRONIC DEPOSIT** – All payroll funds to be deposited electronically. Pay advices to be provided electronically.
15. **FUTURE MEET AND CONFER/CONSULT** – The parties agree to meet and consult on new procedures for meal reimbursements for extraordinary circumstances. The parties also agree to meet and confer on hourly rate and or premium pay for Sheriff's deputy assigned as Sheriff Pilot/Chief Pilot/Tactical Flight Officer and over improvements concerning fitness for duty provisions under the MOU.
16. **HOUSKEEPING ITEMS** – There are a small number of 'housekeeping items' clarifying the intent of the existing language in the MOU (i.e. bilingual pay for 'actual' hours worked' rather than 'hours paid'; holiday pay paid at standard 8 hours for all employees; court call-back pay; retirement cards; hazardous device team; service point credit exclusion; and after hours call-outs.
17. **OUTSTANDING LITIGATION** – RSA agrees to withdraw (with prejudice and in its entirety) all PERB complaints and Court challenges on Measures L and M. RSA agrees that it shall not, in the future, file further causes of action in regards to Measures L and M or in connection with the imposed terms and conditions of employment (2010).

NOTE: County agrees to restore previously reduced wages and health care stipend imposed during 2011 (i.e. 5% cut). County will not restore EPMC changes. Merit/step increases will only be restored gradually.

We recommend the Board approve the attached Tentative Agreement.

Tentative Agreement

Between:

County of Riverside

(Hereinafter referred to as the 'County')

-and-

Riverside County Sheriffs' Association

(Hereinafter referred to as the 'RSA')

This tentative agreement is subject to adoption by resolution of the Riverside Sheriff Association ('RSA') Board of Directors, ratification by the RSA membership, and by adoption of the Board of Supervisors (the 'BOS'). The terms and conditions of employment currently in effect shall be replaced upon adoption of this tentative agreement and the parties agree that the provisions of the former MOU (2008-2011) shall be restored except as necessarily changed by this tentative agreement. It is understood and agreed that by replacing the imposed terms and conditions, any temporary reductions in compensation imposed during the effective period shall not be restored retroactively. If this offer is rejected, both parties reserve the right to withdraw and / or amend any or all of the proposals and tentative agreements presented in the current RSA law Enforcement Unit ("LEU") negotiations.

- 1) **TERM** – Approximately forty nine (49) months expiring June 30, 2016.
- 2) **MEASURES L and M** – Parties agree to the Letter of Agreement #1 (attached hereto and forming a part of this tentative agreement).
- 3) **PENSION BENEFITS – (SAFETY MEMBERS)** The parties agree that the MOU clean up (as described below) will include a complete update of Article V, Section 2 – Retirement to include the following amendments and updates to the current provision to reflect the actual retirement provisions.
 - A. For safety employees hired prior to adoption of this tentative agreement by the BOS:

- i) CalPERS **3% @ 50** with **single year highest** average and 90% cap.
- ii) Employees currently paying their own member contributions shall continue to pay the full nine percent (9%) member contributions.
- iii) Employees currently paying five percent (5%) of their earnings towards CalPERS member contributions shall continue to pay the five percent (5%) until the start of the first full pay period in July 2013 (16/2013) at which point employees will pay the full nine percent (9%) member contributions.
- iv) CalPERS contribution offset – Bargaining Unit employees shall receive a four percent (4%) salary increase in their base hourly rate of pay to offset the increased CalPERS members contributions effective the start of the first full pay period of July 2013 (16/2013).

B. For employees hired after adoption of this tentative agreement by the BOS or when legally permitted by CalPERS:

- i). CalPERS **2% @ 50** with **highest three (3) year average** and 90% cap.
- ii). Unit employees hired after adoption of this Tentative Agreement shall pay the full member contribution, not to exceed 9%.

4. PENSION BENEFITS – (MISCELLANOUS MEMBERS)

A. For miscellaneous employees hired prior to adoption of this tentative agreement by the BOS:

- i) CalPERS **3% @ 60** with **single year highest year average** and no cap.
- ii) Employees currently paying their own member contributions shall continue to pay the full eight percent (8%) member contributions.
- iii) Employees currently paying five percent (5%) of their earnings towards CalPERS member contributions shall continue to pay the five percent (5%) until the start of the first full pay period in July 2013 (16/2013) at which point employees will pay the full eight percent (8%) member contributions.

- iv) CalPERS contribution offset – Employees shall receive a three percent (3%) salary increase in their base hourly rate of pay to offset the increased CalPERS member contributions effective the start of the first full pay period in July 2013 (16/2013).

B. For employees hired after adoption of this tentative agreement by the BOS or when legally permitted by CalPERS:

- CalPERS 2% @ 60 with highest three (3) year average and 90% cap (if permissible by CalPERS).
- Unit miscellaneous employees hired after adoption of this Tentative Agreement shall pay the full member contribution, not to exceed 8%.

5. STEP / MERITS – The parties agree that the step / merit increases will continue to be frozen until the 3rd pay period in May, 2012 (13/2012). Effective the 3rd pay period in May, 2012 (13/2012), merit / step (2.71%) shall be released in one (1) step increments each year of this agreement until the last full pay period in May, 2014 (12/2014) at which point the merit / steps shall be restored to the 2008-2011 LEU MOU level, at two (2) step increments per year (approximately 5.5%) except that from the eighth (8) step on, it will be in one step increments in accordance with the step advance provisions of the 2008-2011 MOU.

6. COLA – In addition to wage rate restoration described below and CalPERS contribution offsets, as provided for above, all bargaining unit employees will receive across-the-board wage increases over the term of the agreement. They will receive three percent (3%) effective the pay period including July 1, 2013 (16/2013); effective the pay period including July 1, 2014 (16/2014) a further three percent (3%); and, effective the pay period including July 1, 2015 (16/2015) a final three percent (3%).

7. SALARY STEPS – Two (2) additional salary steps will be added to all salary ranges. For clarity, the following shall apply:

- One (1) salary step (2.71%) shall be added to the top of all salary ranges during the first pay period starting May 29, 2014 (13/2014). The new salary step shall be immediately available for eligible bargaining unit employees who have been at the top step for one (1) year or more at the time the step is added. Those employees shall immediately be advanced to the new top salary step. All other employees shall be eligible to advance

upon reaching their anniversary date in accordance with the step advance provisions of the 2008-2011 MOU.

- One (1) additional salary step (2.71%) shall be added to the top of all salary ranges during the first pay period including May 28, 2015 (13/2015). The new salary step shall be immediately available for those eligible bargaining unit members who have been at the top step for one (1) year or more at the time the step is added. Those employees as well as the employees who received the salary step increase in May, 2014 (13/2014), shall immediately be advanced to the new top salary step. All other employees shall be eligible to advance upon reaching their anniversary date in accordance with the step advance provisions of the 2008-2011 MOU.

8. **TEMPORARY VACATION BANK INCREASE** – Effective the first full pay period in July, 2013 (16/2013), the County shall add an additional four (4) hours per pay period (based on standard accrual rules) to the vacation banks of all bargaining unit employees, up to a maximum of 208 hours. This clause shall expire on the first pay period in July of 2015 (16/2015), at which time the future vacation time accruals shall revert to the previous bi-weekly amount, as provided in the 2008-2011 RSA LEU MOU.

9. **VACATION BANK INCREASE** – The parties agree to amend the language of Article VIII, Section 1 of the 2008-2011 LEU MOU to reflect the following agreement:

“Effective first pay period following adoption of this tentative Agreement, all bargaining unit members’ accrued vacation time may be accumulated up to 700 hours (increased from 480 hours”.

10. **MEDICAL CONTRIBUTIONS** – Effective the beginning of the first pay period following date of adoption by the Board of Supervisors (the ‘BOS’) the County shall restore the previous medical contributions (i.e. Flex Credits contained in the 2008-2011 MOU) to \$712.00 per month. Effective the same date as the Flex Credit restoration, there shall be an additional seven dollars (\$7.00) per member, per month paid to RSA by the County as an additional premium to offset the cost of Long Term Disability. The RSA Trust may elect to put into effect a composite premium health plan if it so elects. Effective the second pay period in November 2012 (25/2012), the Flex Credit contribution shall be increased from \$712.00 to \$823.00 per month; and, effective November 2013 (25/2013) the Flexible Credit contribution shall be increased a further \$117.00 per month to \$940.00 per month.

11. WAGE RATE RESTORATION – Restored to pre-imposition (terms and conditions) levels effective the first pay period following the adoption of this tentative agreement by the BOS. It is understood and agreed that there shall be no retroactivity.

12. CAREER INVESTIGATOR PROGRAM – Amend the CIP Side Letter by adding a new Section 2(H) by activating an additional Step (step 13) for Sheriffs' Lead Investigator IIIA (Salary Grade 203), Sheriffs' Lead Investigator IIIB (salary Grade 206) and the Salary Grade for Master Investigator IV (Salary Grade 221). Employees who have been at top step or "zero" stepped beyond the current step 12 of the Sheriffs' Lead Investigator IIIA or Sheriff's Lead Investigator IIIB classification for a year or more at the time of activation shall immediately advance to the newly activated Step 13. All other employees will achieve the newly activated step in accordance with the step advance provisions of the MOU. Other than Sheriff's Investigators who were previously Senior Investigators, current Sheriff's Investigator II's that have advanced to Sheriff's Lead Investigator III position (or will advance prior to the adoption of this Tentative Agreement by the Board of Supervisors) shall, the first full pay period following adoption of this tentative agreement by the BOS and ratification by bargaining unit members, advance approximately 5.5% (if they are "zero" stepped) or two steps. The parties agree to incorporate the Sheriffs' Career Investigator Program Side Letter, executed by the parties on September 15, 2009, into the LEU MOU. All grievances relating to the CIP Side Letter filed by RSA shall be withdrawn and each party bears their own costs associated with the pending grievance.

13. INVOLUNTARY LEAVE - Delete Section C of Article XII, Section 9 of the 2008-2011 MOU and replace the balance of the section with the following:

Involuntary Leave of Absence - Pending investigation by the department of an accusation against an employee involving misappropriation of public funds or property, drug addiction, mistreatment of a patient or inmate at a County facility or an act which would constitute a felony or a misdemeanor involving moral turpitude, the department head may place the employee on an involuntary leave of absence for not to exceed 30 calendar days prior to providing notice of intent to discipline the employee.

A. If notice of intent of disciplinary action is not served on or before the date such a leave is terminated, the employee shall be deemed to have been on paid administrative leave.

Performance of Essential Functions

Firearms

Sworn employees that temporarily lose the legal entitlement to possess and carry a firearm are unable to perform an essential function of their position. Notwithstanding other factors that may involve criminal or disciplinary sanctions, the Department does not generally consider a temporary (30 days or less) inability to possess and carry a firearm a disciplinary matter. As such, and at the department's discretion, an employee may be placed on modified duty. If an employee is not initially placed on modified duty, he/she will be afforded the option to choose whether to be absent without pay or utilize benefit time (vacation / holiday / compensatory leave) and may request modified duty subject to the provisions below.

Driver License

Sworn employees that temporarily lose the legal privilege to operate a motor vehicle are unable to perform an essential function of their position. Notwithstanding other factors that may involve criminal or disciplinary sanctions, the Department does not consider a temporary (30 days or less) inability to operate a motor vehicle a disciplinary matter. As such, and at the department's discretion, an employee may be placed on modified duty. If an employee is not initially placed on modified duty, he/she will be afforded the option to choose whether to be absent without pay or utilize benefit time (vacation / holiday / compensatory leave) and may request modified duty subject to the provisions below.

Request for Modified Duty

For either the temporary loss of the ability to possess and carry a firearm or the privilege to operate a motor vehicle, an employee may request to be placed on modified duty (30 days or less). The request must be immediately submitted to their division chief (via chain of command) subsequent to the employee becoming aware of the loss of firearm or driving privilege and/or upon notification they were not placed on modified duty by the department as a result of the department becoming aware of a loss of firearm or driving privilege. The determination of the Division Chief shall be final.

RSA agrees to withdraw all grievances relating to this issue, including, but not limited to R1112-017, R1112-009, R1112-001 (which includes any pending grievances as yet unfiled prior to the adoption of this Tentative Agreement).

14. PREVIOUS TAs and Side Letters - Add the two (2) signed tentative agreement during the last round of bargaining dated January 5, 2011 (County-wide policies) and January 12, 2011(sick leave) to the new MOU.

15. CORRECTIONAL DEPUTIES TRANSITION TO 830.1 (c) - The parties agree to include the Side Letter (previously entered into by the parties on January 28, 2008) regarding Correctional Deputies potential transition to 830.1(c).

16. CONFORMANCE TO PLAN – Amend Article V, section 10, as follows:

In addition to the current language, add the following new sentence to the clause:

“It is understood and agreed that employees may be worked out of class in either higher or lower classifications provided however that employees may not be worked out of class, (up or down), for more than 480 hours per calendar year.”

17. ELECTRONIC DEPOSIT – Revise the existing section 3 in “**General Personnel Provisions of Article VI on Electronic Fund Deposit of Payroll to add Electronic Statement of Earnings.**

Employee shall be required to receive payroll funds by electronic deposit. Employees shall receive a Statement of Earnings (pay stub) through an electronic pay advice system. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs. If an employee is unable to view or print their pay stub their department payroll representative will print one for the employee.

The County shall make every reasonable effort to resolve payroll errors within one (1) pay period.

18. MEAL RECEIPTS – Parties agree to meet and consult within sixty (60) days of adoption of this Tentative Agreement by the BOS to discuss options for meal allowance reimbursement.

19. SPECIAL ASSIGNMENTS OF LAW ENFORCEMENT –

Amend Article IV, Section 3.F. as follows: Any member of the “Law Enforcement Unit” as defined in the Employee Relations Resolution of the County shall be entitled to specialty compensation in the following manner.

It is expressly understood that Law Enforcement members in specialty assignments are subject to rotation and removal from such duties at the discretion of the Department.

Add the following new italicized language to Article IV, Section 3 (F)(2):

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

Effective March 2012, as a condition of the Hazardous Device Team voluntary assignment, candidates were required to successfully complete the SEB/HDT physical fitness qualifications as established by the department to be considered for assignment. All team members shall also successfully pass the FBI / Haz-Mat physical on a yearly basis.

Effective January 2014, all members of the Hazardous Device Team shall successfully meet the SEB/HDT physical fitness qualification standard on a quarterly basis. The SEB/HDT qualification standards do not apply to a member of the Hazardous Device Team who at any time held a position on the HDT team prior to March 2012.

RSA agrees to withdraw grievance R1112-018 on physical testing standard for new applicants.

20. CORRECTIONS TRANSPORTATION PREMIUM –add the following new clause to Article IV, Section 2 (F):

“Beginning May 2012 (13,2012), eligible employees shall be entitled to a premium of \$1.25 per hour for hours actually worked transporting inmates in an authorized County bus or other vehicle requiring a valid Class “B” license. This differential does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay or any other non-working status”.

21. RETIREMENT CARDS - Revise Article VI General Personnel Provisions - Retirement Identification Card as follows:

Retirement Identification Card – A sworn peace officer employee who retires honorably from the Sheriff's Department

or District Attorney's office, shall be entitled to receive a "retired" identification card at the time of his/her retirement as follows:

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

22. BILINGUAL PAY COMPENSATED FOR ACTUAL HOURS WORKED

The parties agree to amend the Bi-lingual pay section of the 2008-2011 LEU MOU Article IV, Section 3(E) (as proposed by the County on April 12, 2012) as follows:

After Level 3 provision, include/ amend the following language:

Compensation

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

Level 1: \$0.50 per actual hours worked

Level 2: \$0.75 per actual hours worked

Level 3: \$1.00 per actual hours worked

All grievances relating to the bilingual pay filed by RSA shall be withdrawn.

23. HOLIDAY PAY– The parties agree to amend sections of Article VIII (Holidays) of the 2008-2011 LEU MOU to the language proposed by the County on April 12, 2012 (pp. 44 of the County's April 12, 2012 Proposal) as follows:

The parties also agree during MOU clean up as described herein to include language referencing the existence/continuance of the "holiday bank."

...

County Holidays

January 1, New Year's Day

...

- G. A full time employee whose regularly scheduled day off falls on a paid holiday shall be paid for such a holiday; not to exceed eight (8) hours pay.
- H. The provisions of Subsection (5)(a) to the contrary notwithstanding, any member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution

of the County whose regularly scheduled working day falls on a paid holiday, and who works on that holiday, shall be entitled to compensation at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for the time actually worked and Holiday compensation in the amount of eight (8) hours.

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

...
(Note: ... indicates that remaining portions of this Article/Section remain intact and are not changed)

24. COURT CALL-BACK (pay) - Delete existing Court Call Back Pay and replace with the following:

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

Employees attending Court on a single day that are concurrently subject to more than one subpoena (to include different courtrooms or locations) shall only be entitled to Court Call-back compensation of four (4) hours per day plus any additional time spent in Court on the same day compensated at the appropriate regular duty or overtime rate.

Should an employee start a regular or overtime shift prior to the completion of Court Call-back compensated time they are no longer considered "off-duty" and shall only receive overtime compensation from the start of Court through the start time of the shift.

Off-duty employees required to testify via telephone for DMV and other similar hearings shall only be paid for the actual time spent on the phone or 30 minutes; whichever is greater.

RSA agrees to withdraw all current grievances related to Court Callback including R1112-016.

25. SERVICE POINT CREDITS (EXCLUSIONS) – Add the following new section to Article VI, General Personnel Provisions of the 2008-2011 LEU MOU:

Reinstatement / Continuous Service

Following reinstatement from dismissal and / or the setting aside / modification of a suspension, no employee shall be awarded service points for the time period that reflecting the period of dismissal or suspension for use in subsequent promotional testing processes only. Similarly, no such break in service shall be used to determine successful completion of a probationary testing period or eligibility for any other status contingent upon continuous service with the County.

RSA agrees to withdraw all current grievances related to this issue including R1011-033.

26. AFTER HOURS CALL-OUTS – The parties agree to include the language below to Article III, Section 3 (Premium Pay), as a new Section C:

“After Hours call-outs – Any employee, who is called in for duty outside of their normal duty hours, whether or not they are on-call, shall receive compensation beginning at the time they receive the phone call, regardless of whether they must don uniform or personal safety equipment at their home. At the completion of their call-out assignment, employees will continue to be compensated until they return to their duty station in order to unload their vehicles, an doff their uniforms and personal safety equipment. Employees will not be compensated for their time spent commuting from their duty station to their residence. If permitted by their supervisor, employees may return directly home from the call-out location, instead of returning to their duty station. Those choosing this option will be compensated for the lesser travel time between either their home or back to their duty station.

An exception to the above is in situations where employees have been called out for an assignment greater than 50 miles from their official duty station and must travel a substantial distance to return home. In such instances, employees will be compensated for the amount of time actually required to return directly home once released from the scene.

27. DEPUTY CORONER – Parties agree to the following provision in the final MOU:

“Subject to the results of a parity study and to the consideration of recruitment and retention concerns, the County agrees to increase the minimum base rate for the classification(s) of

'Deputy Coroner' as follows: Year one (1) effective first pay period in July 2012 (16/2012) - up to a five percent (5%) increase in base salary; year two (2) effective first pay period in July 2013 (16/2013) - up to a five percent (5%) increase in base salary; year three (3) effective first pay period in July 2014 (16/2014) - up to a five percent (5%) increase in base salary.

Further, the parties shall promptly convene (within 7 - 14 days) consultation regarding the parameters of the parity study. If utilization of the parity study results in a delay beyond July 2012 in implementing the base salary increase made pursuant to this section, the salary increase shall be retroactive to the July 2012 date described herein which was not timely adhered to.

28. FITNESS FOR DUTY – RSA and the County agree to meet and confer over improvements to the current fitness for duty provisions. This meet and confer shall commence no later than one (1) year from the date of adoption of this MOU by the BOS. If the meet and confer process does not result in an agreement, the existing MOU language shall remain in full force and effect.

29. SHERIFF PILOT PAY MEET AND CONFER - County and RSA agree to meet and confer no later than January 1, 2013 over hourly rate of pay and / or the premium for Sheriff's deputies assigned as Sheriff Pilot / Chief Pilot / Tactical Flight Officer. In the event of an impasse, AB 646 shall not apply.

30. CLEAN-UP – The parties agree to meet within thirty (30) days after the adoption of this memorandum of settlement in order to make such necessary changes on non-substantive clean-up of the new MOU terms in accordance with this tentative agreement and any applicable side letter agreements.

Dated this 10th day of May, 2012.

For RSA



Robert Masson
President

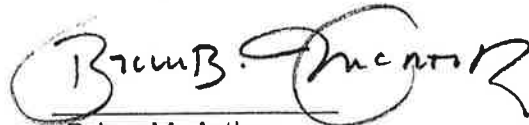
For the County



Richard Kreisler
Lead Negotiator



Dennis Hayes
Lead Negotiator



Brian McArthur
Director of Employee Relations

Tentative Memorandum of Agreement
Between
Riverside County of Riverside
-And-
Riverside Sheriffs' Association

This Tentative Memorandum of Agreement (Tentative MOA) is between the Riverside Sheriffs' Association (RSA) and the County of Riverside (County) with respect to the following facts:

- A. In the General Election held November 2, 2010, the voters of the County of Riverside approved Measure L and Measure M, both of which dealt with voter approval of changes in the retirement benefit formula for County of Riverside safety employees (law enforcement and firefighters) and their survivors.
- B. On May 20, 2011, the County declared impasse and on June 2, 2011, the County implemented Terms and Conditions of Employment for the Law Enforcement Unit ("LEU"). Included in that implementation, the County implemented reduced retirement formula for future LEU safety employees.
- C. Thereafter, RSA filed litigation to enforce Measure L in an action entitled, *RSA-Kurylowicz v. County of Riverside, RSC case No. 1113392*. In this litigation, the County maintained that Measure L was invalid because (1) the Measures were competing and Measure M received more votes (2) of conflicts with the Meyers-Milias-Brown Act, Gov. Code Section 3500 *et seq.*
- D. The parties have reached a Tentative Agreement over a Memorandum of Understanding for wages, hours, terms and conditions of employment for the LEU, dated May 10, 2012 (hereinafter "Tentative MOU").
- E. RSA has taken the position that Measures L and M do not apply to changes in the retirement formula in situations where the County and RSA both agree to those changes.

Having reached a Tentative Agreement on wages, hours, terms and conditions of employment for the LEU, the parties desire to settle their dispute(s) as follows:

A. SINGLE AGREEMENT

This Tentative MOA and the Tentative MOU form a single agreement between the parties.

B. CONDITIONS PRECEDENT

This Tentative MOA and the Tentative MOU must be ratified by the members of the LEU and adopted by resolution of the Board of Supervisors.

C. PENDING ACTIONS

1. The parties agree to request that the court take off calendar the hearing on the motion for summary judgment, currently scheduled for May 11, 2012, in the pending lawsuit entitled *RSA-Kurylowicz v. County of Riverside*, RSC case No. 1113392, due to pending settlement negotiations.
2. Upon satisfaction of all the conditions set forth in paragraph B of this agreement, the RSA will:
 - a. Dismiss the pending lawsuit entitled *RSA-Kurylowicz v. County of Riverside*, RSC case No. 1113392 (with prejudice and in its entirety.)
 - b. Dismiss (with prejudice and in its entirety) the charge filed by RSA with PERB, Case No. LA-CD-715-M, which includes, *inter alia*, a challenge to the County's imposition of lower pension benefits for newly hired and future miscellaneous classifications in the LEU.
 - c. Agree to notify CalPERS, in writing within two (2) weeks, that any disputes between the parties over changes in pension benefits have been resolved, and that RSA withdraws its challenge to CalPERS modifying its contract with the County to implement the agreed upon pension benefits for both miscellaneous and safety classifications as set forth in the Tentative Agreement.

D. FUTURE ACTIONS

RSA shall not in the future file any further claims in the Courts or PERB over alleged unfair practices relating to the 2011 negotiation and/or imposition and any action in connection with Measures L and M. All parties agree to bear their own costs and fees incurred in bringing and defending the litigation.

E. MISCELLANEOUS

All parties understand and agree that dismissals of these cases are by mutual agreement and does not constitute or infer any wrongdoing or admission of wrongdoing by any party.

Dated this 10th day of May, 2012.

For RSA



Robert Masson
President

For the County




Richard Kreisler
Lead Negotiator

APPROVED AS TO FORM AND CONTENT

The Zappia Law Firm

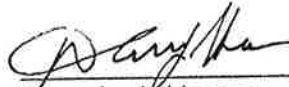
Dated: May 10, 2012



Ed Zappia
Attorney for Riverside County

Hayes & Cunningham, LLP

Dated: 5-10-12



Dennis J. Hayes
RSA General Counsel