

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

461



FROM: Human Resources Department

SUBMITTAL DATE:
June 27, 2012

SUBJECT: Approval of the Tentative Agreement with Riverside Sheriff's Association - Public Safety Unit (RSA-PSU) for a four-year Agreement

RECOMMENDED MOTION: That the Board of Supervisors approve the 2012 - 2016 Tentative Agreement between Riverside Sheriffs' Association (RSA) for the Public Safety Unit (PSU) and the County of Riverside (Attachment 1).

BACKGROUND: RSA, which represents approximately 540 employees, asked to open negotiations for a new Memorandum of Understanding. On June 8, 2012, a tentative agreement was reached for a new four (4) year Memorandum of Understanding, covering July 1, 2012, through June 30, 2016. The cost of the contract does not exceed the parameter given by the Board of Supervisors. The agreement will generate approximately \$221,091 net county cost savings in fiscal year 2012/2013, and will have a net county cost of approximately \$789,175 over the term of the 4-year contract (costs/savings per year included as Attachment 2). The Tentative Agreement was ratified by a vote of the affected RSA membership on June 25, 2012.

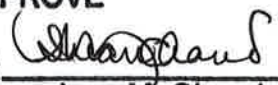


 Barbara A. Olivier
 Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	Current F.Y. Total Cost:	\$ (442,181)	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ (221,091)	Budget Adjustment:	No
	Annual Net County Cost:	\$ (221,091)	For Fiscal Year:	2012/13

SOURCE OF FUNDS: 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:  6/28/2012

 Ivan M. Chand

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

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

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

3.47

BACKGROUND (continued)

The Tentative Agreement contains the following key points:

- **TERM** - Four (4) years expiring June 30, 2016.
- **PENSION REFORM** – Safety 2% @ 50 formula (with 3 year highest average and 90% cap).
- **EPMC** – Employees begin paying 3% member contributions effective July 12, 2012; an additional 3% (total 6%) effective July 2013; and an additional 3% (total 9%) effective July 2014.
- **STEP/MERIT INCREASE** – Release in one (1) step increments effective July 12, 2012, until July 2014, when two-step increases will be restored.
- **COLA** – 3% (July 2013); 2% (July 2014); 2% (July 2015); 2% (May 2016).
- **SALARY STEPS** – Two (2) additional steps added to the top of the salary ranges (one effective July, 2013 and one effective June, 2014).
- **TEMPORARY VACATION BANK INCREASE** – Effective July 2013 an additional accrual of two (2) hours per pay period until July 2015. Increase vacation bank by 104 hours to accommodate the increased accruals.
- **MEDICAL CONTRIBUTIONS** – Restore flexible benefit credit to \$635 per month and increase to \$712 per month effective November 2012. A further increase to \$823 per month in November 2013 and a final increase to \$940 per month in November 2014.
- **ADVANCED GRADE RECOGNITION** – One-time \$2,000 advanced grade recognition payment to employees at top step for a year or more as of August 2012.

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 amendments to the Memorandum of Understanding that result from this cooperative effort.

We recommend the Board approve the attached Tentative Agreement.

County of Riverside & the Riverside Sheriffs' Association

Public Safety Bargaining Unit – 2012

Tentative Agreement

This tentative agreement is subject to Evidence Code § 1152 and is being given in informal meetings between the parties. If the product of these informal, settlement meetings do not result in an actual MOU ratified by both the RSA membership and the Board of Supervisors, then the Government Code § 3500 et. seq.-mandated meet and confer process shall reconvene. Accordingly, no aspect of the informal settlement meetings shall be utilized by either party in any civil or administrative proceedings. Therefore, this tentative agreement is subject to adoption of the Board of Supervisors (the 'BOS') and ratification by the RSA membership. As referenced above, 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 Public Safety Unit ("PSU") negotiations.

Term: Four Years (48 months) expiring June 30, 2016

Pension Changes for employees hired after adoption of this Tentative Agreement by the Board of Supervisors or when legally permitted by CalPERS:

- 2nd Tier (2%@50)
- 3 Year Highest Average
- 90% Cap

EPMC Changes:

Employees currently paying the employee contribution will continue to pay the employee contribution for the duration of employment.

Employees who are not currently paying the employee contribution will pay the EPMC as follows:

- 3% effective 7/12/2012
- 3% effective the first full pay period in July of 2013
- 3% effective the first full pay period in July of 2014

Additional Steps:

- Two Additional Steps added to top of the salary ranges for all classifications; (1) First step effective the first full pay period in 7/2013 and (2) Second step effective the last full pay period 6/2014.

Advanced Grade Recognition:

- Employees who have been at top step for one year or more as of August 9, 2012 shall receive a one-time advanced recognition payment of \$2,000.00. This payment shall be made to eligible employees no later than September 19, 2012. Employees who are not active at the time of payment are not eligible for the payment provided for herein.

Merit/Step Increases:

- Restored in one (1) step increments effective 7/12/12 and then in two (2) step increments effective the first full pay period in July of 2014.
- Employees whose anniversary date fell between February 1, 2012 and June 30, 2012 who did not receive a merit increase due to the freeze shall receive a one-step increment effective the first pay period following adoption of this Tentative Agreement by the Board of Supervisors. Their anniversary date shall be set to the date the increment is received.

Cost of Livings Adjustments:

- 3% effective first pay period in July of 2013
- 2% effective first pay period in July of 2014
- 2% effective first pay period in July of 2015
- 2% effective first pay period in May of 2016

Flexible Benefit Contributions:

- Restore the flexible benefit amount to \$635.00 per month effective pay period 25-12 (November 2012) and increase the amount to \$712.00 per month effective pay period 25-12 (November 2012). Increase flexible benefit amount to \$823.00 per month effective pay period 25-13 (November 2013). Increase the flexible benefit amount to \$940.00 per month effective pay period 25-14 (November 2014).
- The medical waiver amount shall return to \$456.72 per month effective pay period 25-12 (November 2012) for qualifying employees.

Temporary Vacation Bank Increase:

- Effective the first full pay period in July, 2013 (16/2013), the County shall add an additional two (2) hours per pay period (based on standard accrual rules) to the vacation banks of all bargaining unit employees, up to a maximum of 104 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 2010-2011 RSA PSU MOU.
- The vacation maximum accrual shall be increased by 104 hours to accommodate the additional hours.

Deletion of Step One:

- The first step added to the bottom of all classifications shall be removed effective the first pay period following adoption of this TA by the Board of Supervisors. Any incumbents on step one shall be moved to step two (the new step one) of the salary grade. There shall be no change to the employees step entry date.

Bilingual Pay Program:

- See Attachment A

Probation of Permanent Employees following Change in Class or Lateral Transfer:

- See Attachment B

Limiter Re-Opener Career Path Changes

- See Attachment C

Deletion of Article XXVI, Mandatory Furlough – this Article shall be deleted in its entirety and the balance of the Article re-numbered accordingly.

After Hours Call Outs – The parties agree to include the language below to Article IV, Section 3 (Premium Pay), as a new Section C (and re-letter remaining sections):

“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, and doff their uniforms and personal safety equipment. Employees will not be compensated for their time spent commuting from their duty station to their residence.”

Fitness for Duty – RSA and the County agree to meet and confer for the limited purpose of 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.

Flex Time/Compensation of Overtime – During these informal discussions, RSA brought to the Department’s attention a concern regarding the use of flex time and the compensation of overtime. The Department is committed to reviewing the issue and addressing it as soon as practicable and agrees to meet and discuss any resolution or changes prior to implementation with RSA.

Article XXIV – Promotional Procedure: Amend Section 1.A. by adding subsection (i) which would read, “The Department agrees that should they consider any substantive changes to the promotability portion of the examination process, they will notify RSA in advance of the proposed change.” The County agrees to comply with the requirements of MMBA.

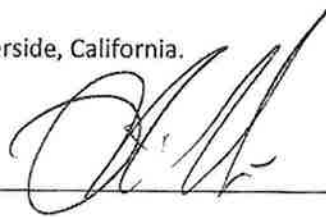
Active Employee Badges – The County agrees to add the phrase “Peace Officer - PC 830.5” (or the applicable Penal Code section) to the identification badge issued to active employees.

Labor Management Committee – The parties agree to form and participate in a Labor Management Committee to discuss issues of mutual concern.

Signed this 8th day of June, 2012 in Riverside, California.



Sarah M. Franco
Principal HR Analyst



Robert Masson
RSA President

Attachment A

This proposal is subject to Evidence Code § 1152 and is being given in informal meetings between the parties. If the product of these informal, settlement meetings do not result in an actual MOU ratified by both the RSA membership and the Board of Supervisors, then the Government Code § 3500 et. seq.-mandated meet and confer process shall reconvene. Accordingly, no aspect of the informal settlement meetings shall be utilized by either party in any civil or administrative proceedings. Therefore, this offer and any tentative agreement are subject to adoption of the Board of Supervisors (the 'BOS') and ratification by the RSA membership. As referenced above, if this proposal 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 Public Safety Unit ("PSU") negotiations.

Amend Article IV, Workweek, Overtime & Premium Pay Section 3E by deleting the current Bilingual Pay provision and replacing it with the following:

Bilingual Pay Scope

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

Eligibility Factors:

Eligibility requires use of a second language at least five (5) times per week or once per day.

Skill Levels

Definitions of Skill Levels:

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

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

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

Compensation

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

Level 1: \$40 per pay period (0.50¢ per hour actually worked)

Level 2: \$60 per pay period (0.75¢ per hour actually worked)

Level 3: \$80 per pay period (\$1.00 per hour actually worked)

Testing Administration

Oral and written examinations will be administered as follows:

Level 1: Basic oral/reading test

Level 2: Written

Level 3: Complex Level Written

Level 1: Administered by Human Resources Testing Center

Level 2: Administered by Human Resources Testing Center

Level 3: Administered by Human Resources Testing Center

Plan Implementation

The Bilingual Pay Program will be administered by Human Resources.

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

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

Payments for employees will be pro-rated based on the actual hours worked. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.

Attachment B

This proposal is subject to Evidence Code § 1152 and is being given in informal meetings between the parties. If the product of these informal, settlement meetings do not result in an actual MOU ratified by both the RSA membership and the Board of Supervisors, then the Government Code § 3500 et. seq.-mandated meet and confer process shall reconvene. Accordingly, no aspect of the informal settlement meetings shall be utilized by either party in any civil or administrative proceedings. Therefore, this offer and any tentative agreement are subject to adoption of the Board of Supervisors (the 'BOS') and ratification by the RSA membership. As referenced above, 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 Public Safety Unit ("PSU") negotiations.

Amend ARTICLE VI GENERAL PERSONNEL PROVISIONS as follows:

E. Probation of Permanent Employees Following Change in Class or Lateral Transfer. During the first ~~one-two~~ thousand ~~forty-eighty~~ (210840) hours of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department head's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in 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 redetermined 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. An employee returned to a previously held classification in accordance with this provision is not entitled to the review procedure provided for in this Memorandum.

Attachment C

This proposal is subject to Evidence Code § 1152 and is being given in informal meetings between the parties. If the product of these informal, settlement meetings do not result in an actual MOU ratified by both the RSA membership and the Board of Supervisors, then the Government Code § 3500 et. seq.-mandated meet and confer process shall reconvene. Accordingly, no aspect of the informal settlement meetings shall be utilized by either party in any civil or administrative proceedings. Therefore, this offer and any tentative agreement are subject to adoption of the Board of Supervisors (the 'BOS') and ratification by the RSA membership. As referenced above, 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 Public Safety Unit ("PSU") negotiations.

RSA and the County agree to meet and confer with regard to changes to the career path(s) for all classifications (excluding Senior Group Supervisor/Instructor-Culinary Arts and Senior Group Supervisor/Instructor-Industrial Arts) covered by this MOU. This meet and confer shall commence no later than ninety (90) days from the adoption of this MOU by the Board of Supervisors.

Contract Compensation Cost/(Savings) for RSA Public Safety Unit

Estimated Costs for Fiscal Year 12/13 through Fiscal Year 15/16

Category	FY 12/13	FY 13/14	FY 14/15	FY 15/16
Vacation Leave *		\$ 85,796	\$ 42,898	
Removal of Entry-level step 1	\$ 134,051	\$ 131,050	\$ 128,049	\$ 128,049
Advanced Grade Recognition \$2000	\$ 360,000			
Additional Steps**		\$ 377,669	\$ 762,436	\$ 1,148,751
COLA **	\$ 1,154,090	\$ 1,943,542	\$ 2,087,604	\$ 2,828,164
Resume 2-Step Merits ***			\$ 1,565,395	\$ 2,313,887
Flex Increase *****	\$ 306,152	\$ 900,564	\$ 1,586,424	\$ 1,819,020
Public Safety Costs:	\$ 1,954,293	\$ 3,438,620	\$ 6,172,806	\$ 8,237,871
Total Cost over four years:				\$ 19,803,590

Estimated Savings Fiscal Year 12/13 through Fiscal Year 15/16

Category	FY 12/13	FY 13/14	FY 14/15	FY 15/16
EPMC	\$ (890,210)	\$ (1,780,420)	\$ (2,670,630)	\$ (2,670,630)
Two-Tier Savings	\$ (1,106,000)	\$ (1,855,000)	\$ (2,577,000)	\$ (3,369,000)
Resume 1-Step Merits ***	\$ (400,264)	\$ (906,085)		
Public Safety Savings:	\$ (2,396,474)	\$ (4,541,505)	\$ (5,247,630)	\$ (6,039,630)
Net Cost/(Savings) per year:	\$ (442,181)	\$ (1,102,885)	\$ 925,175	\$ 2,198,241
Total Net Cost/(Savings) over four years:				\$ 1,578,350

*Vacation Leave Cost is computed at 10% of the total accrued on the first year and 5% on the following year.

** Cost of living increases occurring as follows (3% 7/12/12; 2% 7/11/13; 2% 7/10/14; 2% 5/12/16)

***Resumption of one step merit increases are reflected as a savings in FY 12/13 and FY 13/14 due to a prior approval for full merits to be restored; Resumption of two step merit increases are reflected as a cost for the contract in FY 14/15 through FY 15/16.

**** Flex increases reflect the restoration to the previous Flex amount of \$635 monthly as well as anticipated increases as follows:

\$712 eff. November 2012; \$823 November 2013; \$940 November 2014.

***** Contract costs may not reflect full budget cost each fiscal year.