

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

978



FROM: Human Resources Department

SUBMITTAL DATE:
May 26, 2010

SUBJECT: Approval of the 2010-2011 Memorandum of Understanding with Service Employees International Union (SEIU), Local 721.

RECOMMENDED MOTION: That the Board of Supervisors approve the tentative agreement for the 2010-2011 Memorandum of Understanding between the Service Employees International Union and the County of Riverside.

BACKGROUND: SEIU, which represents approximately 5,800 employees, asked to open negotiations for a new Memorandum of Understanding. Discussions started on February 24, 2010, and seven (7) bargaining sessions were held. A tentative agreement for a new twelve (12) month Memorandum of Understanding, covering 2010 through 2011, was reached on May 13, 2010, and does not exceed the parameters given the Board of Supervisors. SEIU has advised that they plan to have this agreement ratified by a ballot of the represented members on June 2, 2010.

Barbara A. Olivier

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:	\$ 56,548	For Fiscal Year:	2010/2011

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: *Karen L. Johnson*
Karen L. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Tavaglione, Stone, Benoit and Ashley
Nays: Buster
Absent: None
Date: June 8, 2010
xc: HR, SEIU

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

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

3.40

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Consent Policy
 Consent Policy

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

BACKGROUND (continued):

A summary of the key elements of the tentative agreement is attached (Attachment A). A complete copy of the tentative agreement reached between the parties is included as Attachment B. Most terms also apply to the Regional Parks and Open Space District and the Waste Resources Management District.

In fiscal year 2009-2010, in order to assist with declining revenues and unprecedented budget shortfalls, employees in SEIU were the first bargaining units participated in a 10% reduction in salary costs. The County is still experiencing a difficult budget situation and while further reductions are not immediately necessary, the need to control salary and benefit costs is still the most prudent action. This Memorandum of Understanding acknowledges the precarious budget situation and is cost neutral.

In order to address specific compaction issues, this Memorandum of Understanding provides reasonable salary enhancements for certain classifications in SEIU bargaining units and ensures that over time, certain supervisors will make at least 5.5% more than those they supervise. In exchange for the compaction adjustment, SEIU agreed that the County will no longer be required to make contributions (.10 cents per hour for all hours actually worked by SEIU represented employees) to the SEIU Pension. In addition, merit increases for employees in SEIU represented bargaining units will remain frozen for the term of the agreement.

The parties also agreed to setup a subcommittee to cooperate in a non-substantive cleanup of the Memorandum of Understanding pertaining to language, spelling, grammar, and formatting following the approval/ratification of the successor Memorandum of Understanding. We will return to the Board with the final Memorandum of Understanding that results from this cooperative effort on or before July 27, 2010.

We recommend approval of the Memorandum of Understanding.

Summary of Settlement with SEIU, Local 721

Term

- Twelve month term from July 1, 2010 through June 30, 2011

Merit Increases

- Consideration for merit increases is suspended for the duration of the MOU.

SEIU Pension

- Effective July 1, 2010, the County is no longer required to make bi-weekly contributions (.10 cents per hour for all hours worked) for all SEIU represented employees.

CalPERS Increases Offset

- Effective July 1, 2010 two (2) additional salary steps shall be added to the bottom of each entry level classification to offset the increased costs of the CalPERS employer rate.
- The parties agree to establish a "bank" to account for all savings associated with the above lower steps and use the credits to cover the additional costs of the CalPERS pension for SEIU represented employees during the term of this tentative agreement.

Resolution of Compaction Issues

- Effective July 1, 2010, the following adjustments will occur for certain classifications identified as being compacted with their subordinate classifications:
 - Adjustment A: One (1) step shall be added to the salary ranges of fifteen (15) classifications. Employees currently at the top step of the salary range shall move to the new step while all other employees will remain in the range at their current step until such time as merit increases resume.
 - Adjustment B: Two (2) steps shall be added to the salary ranges of twelve (12) classifications. Employees currently at the top step of the salary range shall move one (1) step on 7/1/2010 and one (1) additional step effective the start of the first pay period in January of 2011. All other employees in the classification will remain in the range at their current step until such time as merit increases resume.
 - Adjustment C: New salary ranges will be created for twenty five (25) classifications and all incumbents will move to the new range. An additional two (2) steps will be added to the new ranges. Employees who were at the top of the former salary range shall move one (1) additional step on 7/1/2010 and one (1) additional step effective the start of the first pay period in January of 2011 to return them to the top step of the new range. All other employees in the classification will move onto the new range step for step, meaning that an employee at step 7 on the previous

range will move to step 7 on the newly created range, and will remain in the new range at their current step until merit increases resume.

- Adjustment D: No ongoing “definition” of compaction.
- Adjustment E: No language on “future fix” binding the County.

Expansion of Union Rights

- Creates an additional time reporting code to track union activity that is to be reimbursed by SEIU, Local 721
- Permits SEIU to distribute membership notices once per quarter as payroll stuffers.
- Release Time for Executive Board Meetings
 - Allows for the release of up to five (5) County employees who are elected or appointed to the position of SEIU Local 721 President, At-Large Vice President, Treasurer, Secretary, or Executive Board member one (1) regularly scheduled shift per month. The release can be taken as an approved leave of absence and charged against the employee’s accruals or reimbursed by SEIU Local 721.
- Release Time for the President of SEIU, Local 721
 - Allows for the full-time release of one (1) employee elected or appointed to the position of President of SEIU, Local 721, while remaining on the county payroll. SEIU shall be obligated to reimburse the County for all costs associated with the salary and benefits of the released employee.

Other Non-Monetary Tentative agreements

- Incorporation of District (Waste and Parks) MOU's into main MOU
- Revised Article II – Recognition to include Waste District and Parks District bargaining units into main SEIU MOU
- Fairness Tentative agreement
 - If during the term of the tentative agreement any increases in wages, benefits, retirement incentives or job security provisions are negotiated, mandated, implement, or reimbursed to any management/unrepresented employee or LIUNA represented employee, then those increases shall be granted to SEIU represented employees. This provision does not apply to existing wages, benefits, retirement or incentives that are reinstated to the above groups after completion of the 10% reduction mandated by the Board.
- Dress Code for Community Health Agency & RCRMC
 - Requires employees to cover any visible tattoos or body art and limits facial piercings
- Health Insurance Plan
 - Parties agree to meet and consult if SEIU is able to procure health insurance with health providers being utilized by the County will similar plan designs at no additional cost to the County and at a less expensive cost to the employees.
- Clarification of the hours to receive shift differentials for Command Post
- Tentative agreement to continue 3/12 schedules at RCRMC for Nurses and statement that 4/10 schedule requests will not be unreasonably denied.
- Tentative agreement to move side letters obtained related to Records Supervisors and holiday language for CPS workers into the body of the MOU.

SEIU Counter Proposal #2
HR Tentative Agreements
03-03-10

1. Agree to add language to Districts in all articles [Parks, Waste, Flood]
2. Agree to add language from the following side letters obtained:
Article 4 – WORKWEEK, OVERTIME & PREMIUM PAY, Section 2(A) 2. Create section to add language from side letter obtained for Records Supervisors. Discuss changes related to command post.
3. Agree to add language related to CalPERS retirement rates:
 * The parties understand that the CalPERS employer rate for FY 09/10 for employees in the SEIU bargaining units is 11.999%. This rate is projected to increase to 12.165% in FY 10/11 and will continue to increase in future years. In order to protect jobs and help mitigate increases in the structural deficit, the parties agree to add two additional **salary steps for all new employees hired after 07/01/2010** to the bottom of each **entry level salary range for all classifications in the SEIU represented bargaining units. Employees who enter SEIU represented positions from non-SEIU represented bargaining units or non-represented employees will also be subject to the above.**

Article 9 – HOLIDAYS, Section 7 – Create section to add language from side letter obtained for CPS workers
4. The following articles will not be opened for any discussion.

DEFINITIONS

SUMMARY OF BENEFITS

Article 3 – FULL UNDERSTANDING, MODIFICATION & WAIVER

Article 5 – PAY PRACTICES (see exception 5 below)

Article 6 – GENERAL PERSONNEL PROVISIONS (see exception 3 above*)

Article 7 – LEAVE PROVISIONS

Article 8 – VACATION

Article 9 – HOLIDAYS

Article 10 – REIMBURSEMENT PROGRAMS

Article 11 – DISCIPLINE, DISMISSAL & REVIEW

Article 12 – DISCIPLINARY APPEAL PROCEDURE

Article 13 – GRIEVANCE PROCEDURES

Article 14 – ANTI-STRIKE CLAUSE

Article 15 – ON THE JOB INJURY OR ILLNESS

Article 17 – DRESS CODE & UNIFORM ALLOWANCES (except for Section 3 - RCRMC)

Article 19 – APPEAL PROCEDURE ACCIDENT REVIEW COMMITTEE

Article 20 – ALCOHOL & DRUG ABUSE POLICY

Article 21 – DISCRIMINATION COMPLAINT PROCEDURE

Article 23 – AGENCY SHOP

Article 24 – MAINTENANCE OF MEMBERSHIP

Article 26 – SEPARABILITY

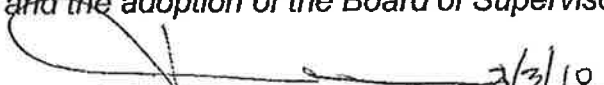
Article 30 – PARITY STUDIES (Except for compaction issues to be resolved see 6 below)

Article 32 – BOARD POLICY C-29 POLL WORKERS

5. Only section of Article 5 to be opened for discussion is Section 1(A) regarding the special provision on step increases. Section 12 Compaction is to be moved into Article 30 for discussion.

6. Compaction Issues to be discussed.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Ron Komers
County of Riverside

3/3/10
Date



Steve Matthews
SEIU Local 721

3/3/10
Date

DA
5/11/10
[Signature]

ARTICLE 1
TERM


Section 1. Term. This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Riverside, (hereinafter referred to as County) and the Service Employees International Union, Local 721, (hereinafter referred to as SEIU) as the Exclusive Employee Organization for employees in those representation units described under Article 2, Recognition. This MOU is in effect from **July 1, 2010** August 1, 2009, to midnight, June 30, 2011 2010. Unless otherwise specifically provided herein, the changes to this amended MOU shall become effective upon the date of its adoption by the County's Board of Supervisors.

Section 2. Successor Agreement. In the event SEIU desires to negotiate a successor Memorandum of Understanding, SEIU shall serve on the County, during the period of January 1 and February 1 prior to the expiration of the current MOU, its full and written request to commence negotiations for such successor MOU.

Upon receipt of such written notice, the County and SEIU shall, within thirty (30) days, present proposals. Negotiations shall begin within thirty (30) days after receipt of SEIU's request unless otherwise agreed to by the parties. Sections of this MOU not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.


Brian McArthur _____
County of Riverside Date 05/10/10


Steve Matthews _____
SEIU Local 721 Date 5/11/10

RCVdb
135A

ARTICLE 2
RECOGNITION

This MOU shall apply only to persons employed as Regular full-time, or Regular part-time, or Seasonal employees in classifications within the following bargaining units:

County of Riverside:

- A. Para-Professional Unit
- B. Professional Unit
- C. Registered Nurses Unit
- D. Supervisory Unit

County of Riverside Waste Resources Management District:

- A. Supporting Services
- B. Trades, Crafts, and Labor
- C. Professional/Administrative

County of Riverside Regional Park & Open-Space District:

- A. General
- B. Supervisory

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

Be it agreed that all terms of the Collective Bargaining Agreements listed in MOU's for bargaining units listed above will remain in full force and be added to this MOU in appropriate sections or new sections of this MOU unless changed during this 2010 bargaining process.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur 04-05-10
County of Riverside



Steve Matthews 04-05-10
SEIU, 721

ARTICLE 4
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

No changes in existing language, except for the following additional language:

B. Alternate and Flex Work Schedules.

5. At their discretion, Registered Nurses and Licensed Vocational Nurses in RCRMC and RCRMC related areas may maintain their 3/12 schedules. Such schedules will be treated as full time positions for the purpose of all benefits in accordance with the other provisions set forth in the MOU.
6. At their discretion, classifications in the clinics may maintain 4/10 schedules.
7. Alternate schedules requested by employees in any other classification within any other department shall not be unreasonably denied.
8. Appeal of Denial: If an employee believes their request to work an alternate or flex work schedule has been unreasonably denied, they may appeal the denial to the County Human Resources Director for final determination.

Special Provision: The Union agrees to meet and consult on this issue if the County reports the workload created by this appeal process becomes unmanageable.

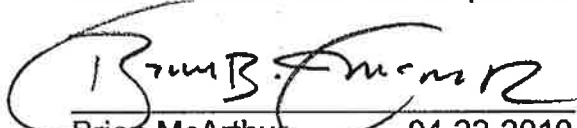
Section 2. Overtime

No changes in existing language.

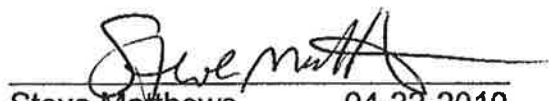
Section 3. Premium Pay

No changes in existing language.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur 04-22-2010
County of Riverside



Steve Matthews 04-22-2010
SEIU Local 721

ARTICLE 4
WORKWEEK, OVERTIME AND PREMIUM PAY

Defer.

Section 3. Premium Pay

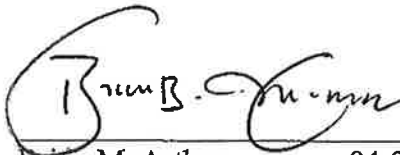
C. Shift Differentials

4. Command Post Shift Differentials. All employees assigned to the Command Post, who otherwise qualify, shall be paid an additional \$0.60 per hour evening shift differential (for a total of \$1.20 per hour) for all hours actually worked between 3:00 p.m. and 11:00 p.m.

Employees assigned to the Command Post shall be paid an additional \$0.30 per hour night shift differential (for a total of \$1.50 per hour) for all qualifying hours actually worked after 11:00 p.m. to ~~10:00~~ 7:30 a.m.

All employees assigned to the Command Post during regular day shift hours (10:00 a.m. – 8:00 p.m.) who otherwise qualify, shall receive \$1.00 per hour for all hours actually worked ~~after~~ **between 10:00 a.m. and 3:00 p.m.**

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur 04-22-2010
County of Riverside



Steve Matthews 04-22-2010
SEIU Local 721

ARTICLE 6
GENERAL PERSONNEL PROVISIONS

Section 1. Probation

No change in existing language.

Section 2. Retirement.

A. Single Highest Year.

No change in existing language.

B. Public Employee's Retirement System (PERS) Contributions. County miscellaneous and safety employees in the SEIU Units hired after January 9, 1992, shall pay the employees' contribution to PERS for the first five (5) years of continuous service. Commencing the sixth (6th) year of continuous service, the County shall pay the employee's share of the contribution. Continuous service shall mean the continuing service of a regular or seasonal employee in a continuing payroll status, without interruption, except for authorized leave of absence.

Special Provision: The parties understand that the CalPERS employer rate for FY 09/10 for employees in SEIU bargaining units is 11.999%. This rate is projected to increase to 12.165% in FY 10/11 and will continue to increase in future years.

In order to protect jobs and help mitigate increases in the structural deficit, the parties agree to add two (2) additional salary steps for all new employees hired after 07/01/2010 to the bottom of each entry level classification in the SEIU represented bargaining units. Employees who enter SEIU represented positions from non-SEIU represented bargaining units or non-represented employees will also be subject to the above.

C. Retirement Calculations.

No change in existing language.

D. Purchase of Military Service Credit as Public Service.

No change in existing language.

E. Post-Retirement Survivor Allowance.

No change in existing language.

Section 3. Non-Smoking Policy.

No change in existing language.

Section 4. Mileage Reimbursement.

No change in existing language.

Section 5. Merit Systems/Veterans Preference.

No change in existing language.

Section 6. Employment of Relatives.

No change in existing language.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Ron Komers
County of Riverside

3/9/10
Date



Steve Matthews
SEIU Local 721

3/9/10
Date

ARTICLE 16
LAYOFF AND REINSTATEMENT

ok.

CAN SIGN!

Section 1. Seniority
No changes to existing language.

Section 2. Reduction in Force
No changes to existing language.

Section 3. Reassignment
No changes to existing language.

Section 4. Employment Counseling and Referral.
No changes to existing language.

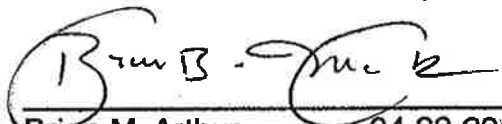
Section 5. Departmental Reinstatement List
No changes to existing language.

Section 6. Re-employment
No changes to existing language.

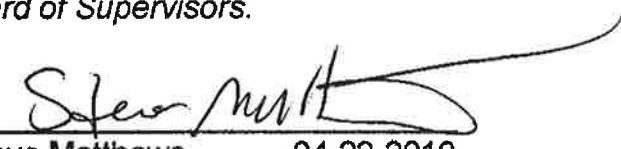
Section 7. Temporary Recall.
No changes to existing language.

Section 8.
No changes to existing language.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur 04-22-2010
County of Riverside



Steve Matthews 04-22-2010
SEIU Local 721

ARTICLE 17

DRESS CODES AND UNIFORM ALLOWANCES

No change in existing language of Article, except for addition to Section 3 below.

*Counterm Jd
9 21 AM*

Section 1. DEPARTMENT OF MENTAL HEALTH DRESS CODE

No change in existing language.

Section 2. VETERAN'S SERVICES DRESS CODE

No change in existing language.

Section 3. COMMUNITY HEALTH AGENCY / RCRM DRESS CODE

C. General Criteria:

- i. **Tattoos or Body Art:** Employees shall be required to cover any visible tattoos or body art expressions.

- k. **Facial Piercings.** Facial piercings are defined as any jewelry embedded into the facial area, including, but not limited to, the nose, eyebrow, lips and tongue. Facial piercings are not permitted, with the exception of earrings. Employees may wear one small earring, no larger than 5mm or 3/16 inches in diameter, in each ear. Employees should evaluate the wearing of any ornamentation against the possible safety hazard and the possibility of such items being lost or damaged during the course of duty.

Section 4. REGISTRAR OF VOTERS DRESS CODE

No change in existing language.

Section 5. ASSESSOR – COUNTY CLERK – RECORDER DRESS CODE

No change in existing language.

Section 6. SHERIFF'S DEPARTMENT DRESS CODE

No change in existing language.

Section 7. OASIS DRESS CODE

No change in existing language.

Section 8. Riverside County Information Technology (RCIT) DRESS CODE.

No change in existing language.

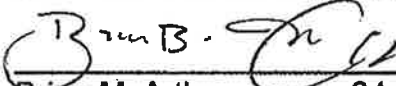
Section 9. FIRE DEPARTMENT DRESS CODE


No change in existing language.

Section 10. Uniform Allowances

No change in existing language.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.


 Brian McArthur 04-22-2010
 County of Riverside


 Steve Matthews 04-22-2010
 SEIU Local 721

ARTICLE 18
VOLUNTARY TIME-BANK

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Section 1.

No changes in existing language.

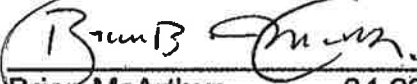
Section 2.

No changes in existing language.


Section 3. SMALL POX VACCINATIONS: VOLUNTEER TIME BANK

No changes in existing language.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur 04-22-2010
County of Riverside



Steve Matthews 04-22-2010
SEIU Local 721

ARTICLE 22
BENEFIT PROGRAMS

Section 1. Flexible Benefit Contributions

No changes in existing language.

Section 2. Insurance

No changes in existing language.

Section 3. Other Benefits

No changes in existing language.

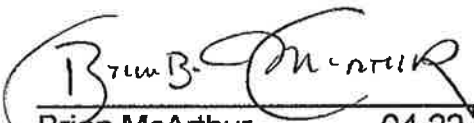
Section 4. Partial Benefit Nurse

No changes in existing language.

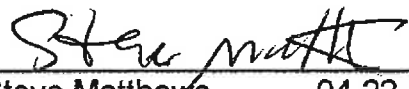
Section 5. Special Provision on Health Insurance Plans

BM The parties agree to meet and consult during the term of this agreement under the following conditions: If SEIU is able to procure health insurance with ~~the same health providers currently~~ being utilized by the County with a similar plan design, at no additional cost to the County and at a less expensive cost to the employees of Riverside County. The parties agree to meet and consult only on the issue of offering the health insurance plan(s) procured. *2*

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur 04-22-2010
County of Riverside



Steve Matthews 04-22-2010
SEIU Local 721

ARTICLE 25
SEIU PENSION RELIEF

This Tentative Agreement is for Section A of this article only:

- A. **SEIU National Industry Fund (NIPF): Effective July 1, 2010 and thereafter, the County shall no longer be required to make biweekly contributions to the SEIU NIPF on behalf of SEIU 721 represented employees.**

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.

Brian McArthur May 13/2010
Brian McArthur Date
County of Riverside

Steve Matthews 5/13/10
Steve Matthews Date
SEIU Local 721

ARTICLE 25
SEIU PENSION RELIEF

TA
5/11/10

This proposal is only in relation to the creation of Section B below:

- A. SEIU National Industry Fund: Refer to proposal for Section A.
- B. SEIU Pension Relief Bank: The parties agree to the establishment of an SEIU Pension Relief Bank (hereinafter referred to as the "Bank"). Starting on July 1, 2010, all savings realized from the establishment of two (2) lower salary steps as mentioned in the special provision of Article 6, Section 2(B) will be credited into this "Bank" until June 30, 2011.

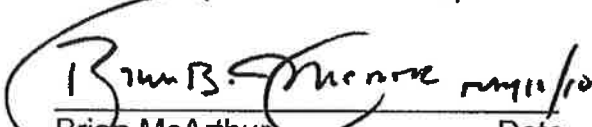
During the term of this agreement, such credits may only be deducted from the "Bank" in relation to increased costs from existing rates of the PERS pension for SEIU represented employees in Riverside County.


The County shall provide the Union with a semi-annual report on the status of the "Bank". The report will include the amount of accumulated credit and the amount of any deductions made.

It is agreed by the parties that any change in the PERS pension plan design mandated at the state level during the term of this agreement, if any, which results in a lesser cost to the County than the July 2010 cost, will result in the elimination of the two (2) lower salary steps established from the special provision of Article 6, Section 2(B) from that date forward.

The special provision of Article 6, Section 2(B) allowing the addition of two (2) lower salary steps shall expire on June 30, 2011 unless otherwise negotiated by the parties in the successor MOU.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.


 Brian McArthur _____
 County of Riverside Date



 Steve Matthews _____
 SEIU Local 721 Date

ARTICLE 27
JOINT LABOR/MANAGEMENT COMMITTEE

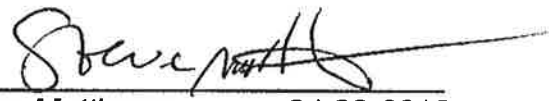
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No changes to existing language.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur 04-22-2010
County of Riverside



Steve Matthews 04-22-2010
SEIU Local 721

County of Riverside Proposal
April 5, 2010

ARTICLE 28
SPECIAL PROVISIONS

REGISTERED NURSES UNIT

Section 1. R.N. License To Practice (Also Applicable to Nurses in the Supervisory Unit)

No changes in existing language.

Section 2. Career Ladders/Assessment Boards

No changes in existing language.

NURSING EDUCATION INCENTIVE PROGRAM.

No changes in existing language.

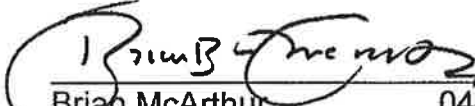
PARKS DISTRICT UNITS

Any unit specific existing language to be incorporated into this MOU.

WASTE DISTRICT UNITS

Any unit specific existing language to be incorporated into this MOU.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur 04-05-10
County of Riverside



Steve Matthews 04-05-10
SEIU, 721

9:20 AM
Gina Long

ARTICLE 29
COMPENSATION

Section 1. General Wage Increases

No changes in existing language.

Section 2. Retention Bonus.

No changes in existing language

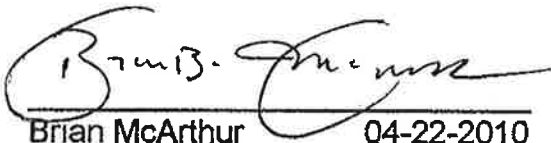
Section 3. Recruiting/Retention Issues

No changes in existing language

Section 4. Deferred Compensation

No changes in existing language

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur 04-22-2010
County of Riverside



Steve Matthews 04-22-2010
SEIU Local 721

ARTICLE 30
PARITY STUDIES

Section 1. Parity.

Parity issues can be discussed in the appropriate labor-management committee meetings; however, the actual parity studies will be suspended for the duration of the MOU.

Section 2. Salary Compaction.

A. Salary Adjustments due to Compaction:

Effective July 1, 2010 the salary ranges for all supervisory classifications will be adjusted as follows:

- (a) Classifications with 0.01% - 2.70% compaction will have one (1) additional step added to the top of their salary ranges.
- (b) Classifications with 2.71 - 5.42% compaction will have two (2) additional steps added to the top of their salary ranges.
- (c) Classifications with greater than 5.42% compaction will have the overall percentage of compaction factored into a new salary range and have two (2) additional steps added to the top of their salary ranges.

B. Resolution of Existing Compaction Issues:

Incumbents of any supervisory classification that are at the maximum step of the salary range prior to any adjustments due to compaction shall receive one (1) step increase effective July 1, 2010.

Incumbents of any supervisory classification that are at the maximum step of the salary range prior to any adjustments due to compaction, and had two (2) salary steps added to their classifications as part of the resolution, shall receive an additional one (1) step increase on January 1, 2011 to return these tenured employees to the top step of the new salary range.

Incumbents of any supervisory classification that are not at the maximum step of the salary range prior to any adjustments due to compaction, but whose classification requires a new salary range established under the guidelines set forth in (c) above shall be compensated at their current step on the new salary range. The effective date of such compensation shall be July 1, 2010.

Incumbents of any supervisory classification that are not at the maximum step of the salary range prior to any adjustments due to compaction and whose classification adds new steps to the salary range under the guidelines set forth in (a) or (b) above shall remain at their current step until regular step increases resume.

At no time shall reductions in the hourly rates of pay or salary ranges in any subordinate classification result in any reductions in the hourly rates of pay or salary ranges of any employee in the Supervisory Unit.

Under the guidelines set forth in Section 2(A) of this article, the following classifications have been identified by both parties as requiring immediate resolution of compaction issues:

Salary Adjustment - A	
15916	ACCOUNTING TECHNICIAN II
73924	ASST NURSE MANAGER
66415	AUTOMOTIVE SERVICE SUPERVISOR
13604	ELIGIBILITY SUPERVISOR
37876	FIRE SAFETY SUPERVISOR
66414	GARAGE BRANCH SUPERVISOR
62435	PRINTING PRODUCTION SUPERVISOR
13476	SHERIFF RECORDS/WARRANTS SUPV
13529	SHERIFF RECORDS/WARRANTS SUPV - A
73608	SR CLINICAL PHARMACIST
73502	SUPV ANIMAL CARE TECHNICIAN
79753	SUPV BEHAVIORAL HEALTH SPEC
73963	SUPV INSTITUTIONAL NURSE
13823	SUPV MEDICAL TRANSCRIPTIONIST
15834	SUPV STOREKEEPER

Salary Adjustment - B	
66507	OPS & MAINT SUPERVISOR
74174	PROVIDER RELATIONS SUPERVISOR
73961	SR COMMUNICABLE DISEASES SPEC
13808	SR PUBLIC SAFETY COMM OFFICER
13798	SR SHERIFF 911 COMM OFFICER
13799	SR SHERIFF 911 COMM OFFICER - A
13800	SR SHERIFF 911 COMM OFFICER - B
15917	SUPV ACCOUNTING TECHNICIAN
13399	SUPV CUSTOMER SUPPORT REP
13867	SUPV OFFICE ASSISTANT I
37567	SUPV PUBLIC DEFENDER INVEST
13823	SUPV SHERIFF COURT SVCS ASST

Salary Adjustment - C		
66508	ASST REG FLOOD CNTRL MAINT SPV	20.6%
66561	ASST DISTRICT ROAD MAINT SUPV	18.7%
66505	REGIONAL FLOOD CNTRL MAINT SPV	13.3%
37532	SUPV FORENSIC TECHNICIAN	12.1%
62755	BLDG SERVICES ENGINEER	11.2%
66509	DIST ROAD MAINT SUPERVISOR	11.5%
33204	SUPV CONSTRUCTION INSPECTOR	10.0%
79784	SUPV VICTIM/WITNESS CLAIM TECH	9.9%
15906	INSURANCE BILLING SUPV I	9.0%
13452	SUPV MEDICAL RECORDS CODER	9.0%
37539	SUPV FINGERPRINT EXAMINER	7.9%
37871	SUPV FIRE PREVENTION TECH	7.9%
97434	PRINCIPAL ENG TECH	7.7%
54421	SR COOK - DETENTION	7.6%
13940	LAW OFFICE SUPERVISOR I	6.9%
15310	SUPV ACR TECHNICIAN	6.9%
13809	SHERIFF COMMUNICATION SUPV	6.6%
13794	SHERIFF COMMUNICATION SUPV - A	6.6%
13795	SHERIFF COMMUNICATION SUPV - B	6.6%
33244	SUPV CODE ENFORCEMENT OFFICER	6.6%
13822	SUPV SHERIFF CORRECTIONS ASST	6.6%
37592	SUPV WELFARE FRAUD INV	6.3%
37598	SUPV WELFARE FRAUD INV - A	6.3%
37599	SUPV WELFARE FRAUD INV - B	6.3%
66413	EQUIPMENT SERVICE SUPV	5.7%

C. Special Provision for Resolution of Future Compaction Issues:

During the term of this agreement, the maximum base salary of a supervisory classification shall be maintained at a minimum rate of five and one-half percent (5.5%) above that received by their highest paid subordinate classification. Salary adjustments shall be made to any supervisory classification that is compacted during the term of this agreement and such adjustments will become effective the first day of the pay period following the action creating the changed condition.

This special provision will expire on June 30, 2011.

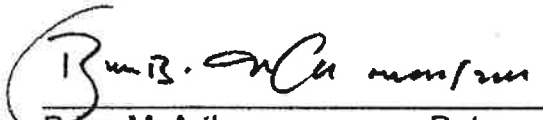
Section 3. Reclassification Study – Accounting Technicians.

The County and Union agree to meet and consult by 01/01/2011 to identify which employees within the Accounting Technician series may need to be


reclassified based upon their job duties and requirements.

In particular, the County and Union shall discuss employees which are currently classified as an Accounting Technician I or II or Accounting Technician Supervisor and assigned exclusively to the Sheriff's Department. These employees are under the security mandates of a "classified employee" and as part of their normal job duties are required to supervise other employees as well as write, prepare and manage budgets. The parties agree to meet and consult on the need to combine these employees into a single classification of a Sheriff's Accounting Technician within the Supervisory Unit.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur Date
County of Riverside



Steve Matthews Date
SEIU Local 721

ARTICLE 31
UNION RIGHTS

Section 1. Bulletin Boards: *No change to existing language.*

Section 2. Separate Payroll Deduction and Time Reporting Codes:

- (a) **Insurance:** The County agrees to provide SEIU with one (1) separate payroll deduction code for insurance related deductions.
- (b) **Release Time:** The County agrees to provide SEIU with two (2) separate payroll codes for union related release time. The County shall provide SEIU with monthly reports on the use of the UNSEU time reporting code (TRC) by employee name, county employee identification number, job class title and department.

The following payroll code shall be established for use:

SEIUP – Release Time to be reimbursed by SEIU Local 721

Section 3. Communication Access workforceExchange:

- (a) **workforceExchange.** The website shall be made available to SEIU for communications with its members.
- (b) **Payroll Leaflets:** SEIU shall be permitted, once each quarter [every three (3) months] to distribute a notice of membership and related meetings to its represented employees with their County paychecks. The content of the leaflet is subject to prior approval by the Human Resources Director or designee.

Section 4. Worksite Access: *No change to existing language.*

Section 5. Consensus: *No change to existing language.*

Section 6. Education and Training Release Time:

No change to existing language, except for removal of: (Cost \$39,922).

Section 7. Stewards: *No change to existing language, except for the last paragraph of this section to be amended as follows:*

Except as outlined below, the Steward will not be paid his/her regular wages while conducting steward business, but will be permitted to use accumulated vacation and/or compensatory time, provided the use of such time does not result in the payment of overtime during the workweek in question. County will not pay for, nor shall the Steward be entitled to make any claim for, time spent on steward business during the Steward's non-regular working hours

or for time spent on other union matters including, but not limited to, Labor-Management meetings, arbitration, PERB hearings, court, or depositions, negotiations, union conferences or training.

Section 8 New Employee Orientation: *No change to existing language.*

Section 9 SEIU Training Fund:

No change to existing language, except for addition of the following language:

Employees may refer to the Educational Support Program website for further information on eligibility requirements, program policies & procedures, and the application process.

Section 10 Release Time for SEIU Local 721 Regional Council Meetings: Representatives: *No change to existing language, except for title change.*

Section 11. Release Time for SEIU Local 721 Executive Board Meetings:

Up to five (5) County employees, who are elected or appointed to the position of SEIU Local 721 Vice President, At-Large Vice President, Treasurer, Secretary, or Executive Board member shall be entitled to be released on one (1) regularly scheduled shift per month for the purpose of traveling to and attending the monthly meeting. Any hours used to attend such meetings under the provisions of this section shall be taken as an approved leave of absence charged against the appropriate representative's paid leave banks or the employee may remain on the County payroll and SEIU shall be obligated to reimburse the County based on actual costs for salary and benefits. The County will provide the Union with a detailed breakdown of these costs and said funds shall be paid by the Union upon receipt of bill.

Section 12. Release Time for the President of SEIU Local 721:


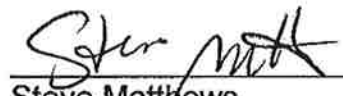
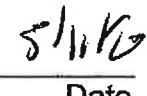
The Union shall have the option to cause the County to release an employee elected or appointed to the position of President of SEIU Local 721 for full time work with the Union, while remaining on the County payroll. SEIU shall be obligated to reimburse the County. The reimbursement amount for the presidential leave shall be based on actual costs for salary and benefits with a detailed breakdown of these costs provided to the Union at least on a quarterly basis. Said funds shall be paid by the Union upon receipt of bill.

Upon return to full time work with the County, the employee shall only be entitled to return to their established classification and rate of pay. The County is not obligated to return the employee to their previous work assignment.

05-10-2010 SEIU Counter Proposal

SEIU agrees to provide the County with a minimum of two (2) month's advance notice for release time under this provision.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.

		
_____ Brian McArthur County of Riverside	_____ Steve Matthews SEIU Local 721	_____ Date
Date		Date

ARTICLE 33
FURLOUGH PROGRAM

Section 1. ~~Scope and Implementation~~ Mandatory Furloughs

~~The mandatory furlough program will end no later than June 30, 2010 for all employees in SEIU 721 bargaining units. will be effective August 13, 2009, and may be terminated at any time by the County Executive Officer. The mandatory furlough is applicable to all bargaining unit employees.~~

Section 2. ~~Mandatory Furloughs~~

~~SEIU, Local 721 represented members agree to participate in the County's mandatory furlough program in an amount equal to no more than two hundred eight (208) hours per fiscal year (to be taken at the rate of nine (9) hours per pay period unless the employee requests to take additional hours within that same pay period). Such increments will be approved by the employee's supervisor and such approval shall not be unreasonably denied. The mandatory furlough shall be scheduled by the department head or designee in accordance with the operational needs of the department. Part-time employees shall furlough on a pro-rata basis.~~

Section 2 3. Voluntary Furloughs

~~Employees will be permitted to take additional voluntary furlough time beyond the mandatory furlough required herein in accordance with Board of Supervisors Policy C-31. As indicated in Policy C-31, supervisors and managers are encouraged to approve these requests unless operational needs preclude them from doing so. However, voluntary furloughs will not be granted if they will result in the need for another employee to work overtime to perform the duties that would otherwise be completed by the furloughed employee or otherwise result in net loss of County revenue. Employees who have taken voluntary furloughs may apply the accumulated hours toward their required mandatory furlough hours.~~

~~Employees that have participated in voluntary furloughs shall be credited for all hours taken in the previous years, prior to the implementation, to reduce their total annual mandatory furlough requirement.~~

Section 3 4. Restrictions

~~No annual leave, vacation, extra vacation, sick leave, overtime, compensatory time off, or other banked leave may be used to offset mandatory furlough time.~~

~~Except in cases of emergency, employees may not perform County work while on a mandatory furlough or work additional hours during the workweek in which the mandatory furlough falls to make up for the mandatory furlough time.~~

~~Supervisors may not direct employees to work and employees are not to~~

~~perform work for the County on their own during the period of a mandatory furlough.~~

Section 5. Retirement

~~Employees who submit a letter of intent to retire from the County during any fiscal year in which mandatory furloughs have been authorized will still be required to furlough but may use any banked leave, except sick leave, to receive payment for their mandatory furlough hours. None of these leave hours paid for this purpose will be considered in determining eligibility for overtime.~~

~~Should any employee who submits such notice not retire during the fiscal year identified in the letter of intent then an additional amount of paid leave equal to the amount of paid leave that was used to cover the mandatory furlough during that fiscal year will be deducted from the employee's leave balances at the end of the fiscal year. In the event the employee has insufficient leave to cover this deduction then the amount will be deducted from the employee's leave accruals in the following fiscal year(s) or from the employee's final paycheck should the employee fail to restore the leave balances prior to his/her departure from the County.~~

Section 4 6. Holidays

Mandatory Furlough hours taken before or after a paid holiday will not affect payment for the holiday unless the employee specifically requests to voluntarily furlough the holiday as well. Additionally an employee, subject to department approval, may take mandatory furlough hours adjacent to other forms of paid leave.

Add "County" (2) BM

Section 5 7. Benefits

Employees subject to mandatory on furlough will be allowed to maintain the same level of County contributions for flexible credit allowance, as well as continuation of their other employee benefit plans. They will retain their work status for benefit purposes. Mandatory Furlough hours will have no effect on the following benefits:

- Flexible benefit allowance
- Medical/dental/vision/life insurance eligibility and coverage
- Rate of differential and premium pay that is included in the compensation base for pension calculation, except to the extent that they are based on the actual number of hours worked. This includes bilingual pay, shift differentials, etc.

Add "PERS" (2) BM

Mandatory Furlough hours will not cause a break in service or a reduction in employees' service credit for the purposes of seniority, probationary period, or anniversary date/merit salary adjustment.

~~Mandatory furlough participants who are required to take a block of time off in~~

~~excess of a full pay period will be protected from losing their service credits and flexible benefit credits for the relevant pay period(s), as well as their leave accrual for the relevant pay period(s). However, employees will need to arrange payment of the normal required employee contributions for benefit plans during the relevant pay period(s).~~

Section 8. Military Leave

~~Employees on paid military leave will not be scheduled for mandatory furloughs during such leave but will participate in the mandatory furlough at all other times during the fiscal year.~~

Section 6 9. Payroll Issues

A special time entry code will be established to capture all mandatory furlough hours taken off, and to facilitate continuation of seniority, health and retirement benefit accruals, contributions, and payments. Employer taxes and withholdings will be calculated based on the actual hours worked and benefits received.

Participation in the mandatory furlough program will reduce the employee's immediate take home pay. In scheduling mandatory furlough times the department head or designee should attempt to ensure that employees will continue to receive adequate wages to cover their normal payroll deductions (e.g., tax withholdings, deferred compensation contributions, SEIU dues, life insurance, etc.).


Section 7 10. Workload

The County acknowledges and recognizes that as a result of the mandatory furlough less work may be performed and that certain delays and/or reductions in service may result. Work expectations shall be commensurate with the reduced schedule.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur 04-22-2010
County of Riverside



Steve Matthews 04-22-2010
SEIU Local 721

ARTICLE 34
FAIRNESS AGREEMENT

~~The County and SEIU, Local 721 agree that employees in the represented bargaining units shall participate in reductions (i.e. furlough program and suspension of step increases), at the levels negotiated only as long as other represented, non-represented and management County employees are required to accept reductions to pay, benefits, hours, etc. as mandated, negotiated or implemented.~~

~~———— If any other represented, non-represented or management employees are given back any portion of their reductions to pay, benefits, hours, etc. as mandated, negotiated or implemented, then SEIU, Local 721 represented employees will also be given back that same percentage of pay, benefits, hours, etc. starting on the same date(s) as the other groups and thereafter.~~

If during the term of this MOU any increases in wages, benefits, retirement, incentives or job security provisions are negotiated, mandated, implemented or reimbursed to any other management, non-represented, confidential or LIUNA represented employees, then such increases stated above shall be given to all SEIU 721 represented employees to the same extent and starting on the same date(s) as the other groups and thereafter.

This provision also applies to any special incentives extended to any other County employee during a period of an Early Retirement Incentive.

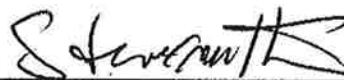
This provision does not apply to any existing wages, benefits, retirement, or incentives that are reinstated to any of the above groups after the completion of the ~~minimum 10%~~ reduction, mandated by the Board of Supervisors, except for the following: *TSU TSU*

If step increases are reinstated for any group above, then step increases shall resume for all SEIU 721 represented employees to the same extent and starting on the same date(s) as the other groups and thereafter.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.



Brian McArthur 04-22-2010
County of Riverside



Steve Matthews 04-22-2010
SEIU Local 721

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Catherine Edw. Nelson

Address: _____
(only if follow-up mail response requested)

City: Riverside **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 3.40

PLEASE STATE YOUR POSITION BELOW:

Support _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 3.40A

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____