

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

338



FROM: Human Resources Department

SUBMITTAL DATE:
December 13, 2011

SUBJECT: Approval of the Tentative Agreement with the Riverside County Deputy District Attorneys Association from July 1, 2011 to June 30, 2015.

RECOMMENDED MOTION: That the Board of Supervisors approve the 2011 – 2015 Tentative Agreement between the Riverside County Deputy District Attorneys Association (RCDDAA) and the County of Riverside (Attachment A), subject to ratification by its members.

BACKGROUND: The RCDDAA, which represents approximately 381 employees (including certain classes within the offices of the District Attorney, County Counsel and the Public Defender), asked to open negotiations for a new Memorandum of Understanding. Discussions started in June of 2011, and fifteen (15) bargaining sessions were held. A tentative agreement for a new forty eight (48) month Memorandum of Understanding, covering July 1, 2011, through June 30, 2015, was reached on December 13, 2011. The cost of the contract does not exceed the parameter given by the Board of Supervisors. The RCDDAA has advised that they plan to conduct a ratification vote of the represented members immediately and will notify us of its ratification.

Departmental Concurrence

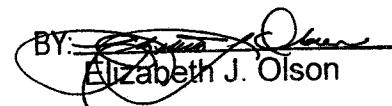


 Barbara A. Olivier
 Asst. County Executive Officer/Human Resources Dir.

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:	2011/12

SOURCE OF FUNDS: General Fund and Department 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
 Dep't Recomm.: Per Exec. Ofc.:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione and Benoit
 Nays: None
 Absent: Stone and Ashley
 Date: December 20, 2011
 xc: HR

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

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

3.28

BACKGROUND continued:

Attachment A contains the tentative agreement which has been reached by the parties. The key points of this agreement are as follows:

- A four (4) year agreement expiring June 30, 2015
- A pension cost sharing provision of 4% in January of 2012, and an additional 4% in January of 2013, for a total of 8% achieved within the first two years of this long term agreement
- A second tier retirement formula (2% @ 60) for all new employees, utilizing a three (3) year final compensation averaging formula, and a 90% cap on retirement (if allowed by CalPERS).
- In exchange for the pension reform measures included in this agreement, employees shall receive three across-the-board wage increases, including 1.5% in September of 2012, 2.5% effective July of 2013, and 3% in August of 2014. In addition, a total of five (5) additional steps shall be added to the top of each salary range – two (2) steps effective September of 2012 and the final three (3) steps in January of 2015.
- Step (merit) increases resume retroactive to September 1, 2011 and are calculated based on crediting time served in a paid status when no freeze was in effect.
- In exchange for the reintroduction of merit increases, employees shall be limited to an annual leave buy down cap of 40 hours per calendar year for the term of the agreement, a reduction from the 80 hours per calendar year under the former agreement.
- Flexible benefit credits shall be increased by \$75 per month twice during of the term of the agreement, once in February of 2012 and again in November of 2012. In addition, for only the term of the agreement, if the management group receives any additional flexible benefit credits, the value of those credits shall be given to the DDAA on the same date and in the same increment, not to exceed the total monthly flexible benefit credit provided to the management group.
- Additional annual leave hours will be credited to employees' accruals in two increments, one in January of 2012 of 250 hours, and an additional 50 hours in January of 2013.

The parties have agreed 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. In addition, the parties agree to renegotiate the method of pension cost sharing if the proposed methodology is not allowed by CalPERS. 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.

Tentative Agreement

Between County of Riverside and Riverside County Deputy District Attorney Association which now includes members of County Counsel and Public Defenders Office.

(*The effective dates of all items herein are the first pay period following the date of the proposed change For example, 01/12 is 1/12/12.)

1. Term - 4 years, 07/01/11 - 06/30/15
2. Cost Sharing Provisions
 - 1/12 4%
 - 1/13 4%
3. Salary
 - 9/12 1.5% ATB + two steps (5.5%) added to top of range (of all classifications)
 - 7/13 2.5% ATB
 - 8/14 3% ATB
 - 1/15 3 steps (8.25%) added to top of range (of all classifications)
4. Increases in Flexible Benefit Contributions
 - 2/12 \$75
 - 11/12 \$75

Any increases above management's current flexible benefit contribution rate (\$751.28) shall be provided at the same time and same amount to all employees covered by this MOU. This provision shall expire on 06/30/15.
5. Additional Annual Leave Hours
 - 1/12 - 250 hours and increase cap to 2080 hours
 - 1/13 - 50 hours
6. County discretion to Trade EPMC for 8% salary increase at any time during the term of this MOU. County will notify DDAA leadership a full pay period prior to the implementation of this trade.

7. Promotions from DA II to III as agreed
8. All employees covered by this MOU shall serve an 18 month initial probationary period. Any employee in the Public Defenders Office who transfers, promotes, or demotes during the initial probationary period shall have their initial probationary period extended by 12 months.
9. County telecommunicating policy – inclusion of the current Board of Supervisors Policy K-3
10. All current and future employees will receive \$256 per month retiree health contribution
11. Public Defenders keep current tuition reimbursement program; Public Defender has no intention of eliminating this program for current participants.
12. On Call - Still get paid 3 hour minimum in addition to call out pay
13. 2nd Tier Retirement
2.0% at 60 formula, 3 year final compensation period and 90% cap if allowed
14. Denial of step increases for DAs during term of MOU. Only if get overall rating of (1)
15. Advancement from Public Defender II to III within 36 months unless affirmative contrary action is taken by the employer. For those Public Defenders currently at the II level for more than 36 months will be advanced to Public Defender III within 12 months of the signing of this agreement unless contrary action is taken.
16. Clarification that the 40 hour buy down cap will remain in effect during the term of the MOU. Step increases implemented as of tentative agreement.
17. Agency Shop *sup per A*

For the County:



Barbara Olivier
Assistant CEO/HR Director

For the Association:



John Aki
President of the RCDDAA