

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



ITEM: 3.52
(ID # 11441)

MEETING DATE:

Tuesday, December 10, 2019

FROM: HUMAN RESOURCES:

SUBJECT: Approval of the Tentative Agreement with the County of Riverside and Riverside Sheriffs' Association for the Law Enforcement and Corrections Units. All Districts. [\$145,723,803 - Departmental Budgets].

RECOMMENDED MOTION: That the Board of Supervisors:

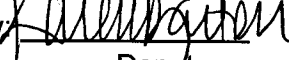
1. Approve the 2019 – 2024 Tentative Agreement between the Riverside Sheriffs' Association Law Enforcement and Corrections Units and the County of Riverside (Attachment "A").

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: Hewitt
Absent: None
Date: December 10, 2019
xc: HR

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 12,373,087	\$ 19,463,982	\$ 145,723,803	\$ 45,250,154
NET COUNTY COST	\$ 7,505,023	\$ 13,795,143	\$ 103,048,739	\$ 31,675,108
SOURCE OF FUNDS: 29% Contract City Law Enforcement Revenue			Budget Adjustment: Yes	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The Riverside Sheriffs' Association represents approximately 2,400 county employees in both the Law Enforcement and Corrections Units. The Board previously imposed terms and conditions of employment on these units effective on October 26, 2017. The parties have been engaged in ongoing negotiations since 2018 and on November 17, 2019, by mutual agreement, the parties entered into this Tentative Agreement. The cost of the Agreement does not exceed the parameters given by the Board of Supervisors. The County was notified on November 26, 2019 that the Tentative Agreement was ratified by a vote of the membership.

The Tentative Agreement which has been agreed upon by both parties, subject to Board approval, contains the following key economic points:

- The term of the new agreement is five years from the date of Board approval.
- The bottom three steps of all classifications will be eliminated.
- Reestablishment of "OS" (offset) classifications. "OS" classifications were established during the term of the 2012 – 2016 Memorandum of Understanding to offset the CalPERS contributions. When the imposition occurred, these classifications were deleted which caused numerous employees to be compensated above the maximum of the range. The "OS" classifications will have the pay scale equivalent to what the "OS" classification was pre-imposition and will receive additions to the maximum of the range per the terms of the Tentative Agreement with the exception of the final year addition. The purpose of reestablishing the "OS" classifications is to ensure that by the end of the contract that all employees are on a single pay range per classification.
- The maximum of all classifications in both units will increase over the life of the contract. 20% will be added to the maximum of Law Enforcement Unit classifications by the end of the contract. 13% will be added to the maximum of Correctional Unit classifications by the end of the contract excluding those in offset classifications. See Tentative Agreement for specific percentages and effective dates.
- Salary Steps will be converted to broad band ranges and anniversary date increases will occur in 4% increments.

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- The monthly contribution to the RSA Benefit Trust will increase incrementally over the life of the contract (contribution at onset of contract is \$940/month and by the end of the contract will be at \$1,400/month – an overall increase of \$460). See Tentative Agreement for specific amounts and effective dates.
- All employees who are not at steps 1-3 or at the top or above the range (including those employees who have been at the top of the range for less than one year) shall receive their four percent (4%) anniversary adjustment one pay period following adoption and their anniversary date shall be adjusted to the effective date of this increase.
- The following premiums will be established or modified:
 - School Resource Officer - \$1.25/per actual hour worked
 - John Benoit Detention Center Premium - 2.5% for time actually worked
 - Special Enforcement Bureau (SEB) Aviation:
 - Tactical Flight Officer Pay - 5% per hour
 - Pilot Pay - 7.5% per hour
 - Chief Pilot Pay - 10% per hour
 - Court call-back will increase from 1 hour to 2 hours
- Uniforms will no longer be provided beyond the initial issuance and will be provided an allowance to be paid biweekly. See Tentative Agreement for amounts provided by classification.
- 3/12 – 4/12 work schedules for Deputies who perform the patrol function.
- Access to Flexible Spending Account(s).
- District Attorney Investigator Career Plan will be treated as a promotion opposed to assignment. In addition, POST pay will not be paid as a differential for District Attorney Investigators.
- Reopener on participation in the Voluntary Employee Benefits Account.
- The terms of the side letter previously entered into by the parties on June 9, 2019 related to overtime, schedules, and reemployment will be incorporated. See Appendix A of the Tentative Agreement for specific terms.
- Lastly, clean up language will be proposed as the MOU is written by the parties. We will return to the Board with the amended Memorandum of Understanding that result from the cooperative effort.

Impact on Residents and Businesses

No impact to residents or businesses.

Additional Fiscal Information

The MOU is projected to cost \$12,373,087 for the balance of this fiscal year. Below are the projected costs itemized (compounded over the life of the contract). The projected ongoing cost of the contract is \$45,250,154.

	Projected Costs
Additions to the maximum of the range:	\$ 89,826,073

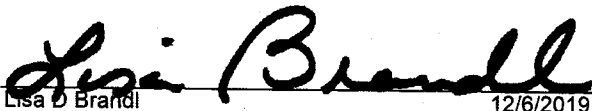
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RSA Medical Trust Contribution:	\$	37,585,800
Broad banding/4% anniversary increase(s):	\$	9,013,946
Mid-Range anniversary increase:	\$	2,469,949
Eliminate 3 bottom steps:	\$	2,123,820
JBDC differential:	\$	4,131,390
School Resources Officer premium:	\$	357,020
Increase court call back:	\$	117,315
Increase to SEB Aviation differentials:	\$	<u>98,490</u>

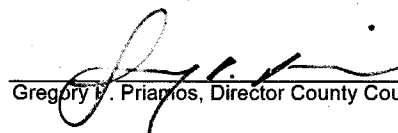
Total \$ 145,723,803

ATTACHMENT:

ATTACHMENT A. Tentative Agreement between RSA Law Enforcement Unit and Corrections Unit and the County of Riverside


Lisa D Brandl

12/6/2019


Gregory B. Priamos, Director County Counsel

12/6/2019

**Tentative Agreement Between the County of Riverside
and the
Riverside Sheriffs' Association
November 18, 2019**

Article and Section #	Subject	Proposal
I, Section 1	Term	Five years from the date of Board approval.
II	Wages	<p>Effective the first day of the pay periods following Board approval of the MOU the following modifications will occur:</p> <ol style="list-style-type: none"> 1. Four percent (4%) added to the top of the range for classifications in the Law Enforcement Unit 2. Four percent (4%) added to the top of the range for classifications in the Law Enforcement Unit – OS Classifications 3. Two percent (2%) added to the top of the range for classifications in the Corrections Unit 4. Two percent (2%) added to the top of the range for classifications in the Corrections Unit – OS Classifications 5. The three bottom steps will be eliminated. All employees at Steps 1, 2 and 3 will move to the rate of current step 4. That rate will become the minimum of the range. Their anniversary date will adjusted to the date they moved to the range at current step 4. 6. All employees who are not at steps 1-3 or at the top of the range (including those employees who have been at the top of the range for less than one year) shall receive a four percent (4%) anniversary adjustment and their anniversary date shall be adjusted to the effective date of this increase. 7. All employees who are at the top of the range shall receive the applicable increase in items 1-4 above and shall have their anniversary date adjusted to the first full pay period in July. 8. All employees who are beyond the range in the OS classifications shall receive the applicable increase identified in items 2 or 4 above and their anniversary date shall be adjusted to the first full pay period in July. <p>Effective with the pay period following July 1, 2020, the following increases will occur:</p> <ol style="list-style-type: none"> 1. Four percent (4%) added to the top of the range for classifications in the Law Enforcement Unit

		<ol style="list-style-type: none"> 2. Four percent (4%) added to the top of the range for classifications in the Law Enforcement Unit – OS Classifications 3. Two percent (2%) added to the top of the range for classifications in the Corrections Unit 4. Two percent (2%) added to the top of the range for classifications in the Corrections Unit – OS Classifications <p>Effective with the pay period following July 1, 2021, the following increases will occur:</p> <ol style="list-style-type: none"> 1. Four percent (4%) added to the top of the range for classifications in the Law Enforcement Unit 2. Four percent (4%) added to the top of the range for classifications in the Law Enforcement Unit – OS Classifications 3. Three percent (3%) added to the top of the range for classifications in the Corrections Unit 4. Three percent (3%) added to the top of the range for classifications in the Corrections Unit – OS Classifications <p>Effective with the pay period following July 1, 2022, the following increases will occur:</p> <ol style="list-style-type: none"> 1. Four percent (4%) added to the top of the range for classifications in the Law Enforcement Unit 2. Four percent (4%) added to the top of the range for classifications in the Law Enforcement Unit – OS Classifications 3. Three percent (3%) added to the top of the range for classifications in the Corrections Unit 4. Three percent (3%) added to the top of the range for classifications in the Corrections Unit – OS Classifications <p>Effective with the pay period following July 1, 2023, the following increases will occur:</p> <ol style="list-style-type: none"> 1. Four percent (4%) added to the top of the range for classifications in the Law Enforcement Unit but not for OS classifications 2. Three percent (3%) added to the top of the range for classifications in the Corrections Unit but not for OS classifications 3. On the effective date of this increase, the OS classification shall be merged with the non-OS classifications.
IV, Section 3	School Resources Officer	Effective the first day of the pay period following Board approval of the MOU, a new subsection will be added providing that those assigned as School Resources Officer shall receive an additional \$1.25 per actual hour worked as premium pay.

IV, Section 3	John Benoit Detention Center Premium	Effective the first day of the pay period following Board approval of the MOU, employees assigned to the John Benoit Detention Center (both law enforcement and corrections) shall receive a premium of two and one half percent (2.5%) for time actually worked. This shall apply to all employees assigned to the Center regardless of where they live.
IV, Section 3D	Court Callback	Effective the first day of the pay period following Board approval of the MOU, court callback shall be increased from one (1) hour to two (2) hours.
IV, Section 3G	DA Investigators	<p>Effective two pay periods following Board approval of the MOU, there will be three DA Investigator classifications that are not at the senior level:</p> <p>The first classification will be DA Investigator. The second classification will be DA Investigator A. The third classification will be DA Investigator B.</p> <p>Employees with a Basic POST Certificate will be included in the DA Investigator classification.</p> <p>Employees with an Intermediate POST Certificate will be included in the DA Investigator A classification.</p> <p>Employees with an Advanced POST Certificate will be included in the DA Investigator B classification.</p> <p>The top of the range for the DA Investigator A is seven percent (7%) higher than the DA Investigator range.</p> <p>The top of the range for the DA Investigator B is twelve percent (12%) higher than the DA Investigator range.</p> <p>Effective two pay periods following Board approval of the MOU, employees hired into the DA Investigator classification on or after October 26, 2017 will be placed in the appropriate DA Investigator classification and be given an increase of seven percent (7%) if they go into the "A" classification and twelve percent (12%) if they go into the "B" classification.</p> <p>Any employee hired after October 26, 2017 who was placed into a POST receiving classification (either the "A" or the "B") will not receive the additional seven or twelve percent.</p> <p>The above is applicable to the Senior DA Investigator Classification series.</p>
IV, Section 3(l)(6)	Special Enforcement Bureau (SEB) Aviation	Effective the first day of the pay period following Board approval of the MOU, this pay is increased as follows:

		<p>Tactical Flight Officer Pay increases from \$1.55 per hour to five percent (5%) per hour.</p> <p>Pilot Pay increases from \$3.10 per hour to seven and one-half percent (7.5%) per hour.</p> <p>Chief Pilot Pay increases from \$3.75 per hour to ten percent (10%) per hour.</p>
IV, Section 1B	Work Schedules	<p>Effective as soon practicable, with at least one pay period notice from the Sheriff or his designee, Deputies in the Law Enforcement Unit who are assigned to a patrol function, shall work a 3/12 – 4/12 work schedule (as defined in the current terms and conditions of employment). These employees will remain on the 14-day FLSA work period. These Deputies' annual base salary will be based on the 3/12 - 4/12 work schedule of 2184 hours. As such, their hourly rate will be determined by dividing their annual base salary by 2184 hours. These employees will not receive overtime compensation for the regularly scheduled hours worked between 80 and 84 each work period.</p> <p>Effective with the pay period when Deputies in the Law Enforcement Unit who are assigned to a patrol function begin working a 3/12 – 4/12, they shall receive a Patrol Premium equal to five percent (5%) of base salary.</p>
V, Section 1C	Step Advancement	<p>Effective the first day of the pay period following Board approval of the MOU, salary steps will be converted to a range and range movement each year will be four percent (4%) (as long as the range can accommodate the increase, i.e., when the employee's compensation reaches the top of the range, the increase may be less than four percent (4%)), as opposed to the current provision that is one 2.71% step.</p>
XVI, Section 2	Health Insurance and Other Benefits Contributions	<p>Effective the first day of the pay period following Board approval of the MOU, the monthly contribution to the RSA Benefit Trust (Health Insurance) shall be increased from \$940 to \$1,040 per month.</p> <p>Effective with the pay period following July 1, 2020, the monthly contribution to the RSA Benefit Trust (Health Insurance) shall be increased from \$1,040 to \$1,140 per month.</p> <p>Effective with the pay period following July 1, 2021, the monthly contribution to the RSA Benefit Trust (Health Insurance) shall be increased from \$1,140 to \$1,200 per month.</p> <p>Effective with the pay period following July 1, 2022, the monthly contribution to the RSA Benefit Trust (Health Insurance) shall be increased from \$1,200 to \$1,300 per month.</p>

		Effective with the pay period following July 1, 2023, the monthly contribution to the RSA Benefit Trust (Health Insurance) shall be increased from \$1,300 to \$1,400 per month.
XVI, Section 3C	Flexible Spending Account	Effective 1/1/20, employees in the unit shall have the right to contribute to the County's Healthcare FSA to the maximum permitted by law.
XVI, Section 3D	Reopener re RSA Employee unit members' ability to participate in the Voluntary Employee Benefits Account	During the term of this MOU after July 1, 2020, the Association can request to reopen negotiations with the County on the subject of Unit Members' ability to participate in the Voluntary Employee Benefits Account – particularly the health savings account. The parties agree that the County will not contribute any money to any proposal made by the Association.
XVII, Section 4	District Attorney Investigator Career Plan	Those employees recognized as exemplary performers may be appointed to the Senior District Attorney Investigator IIB classification or IIIB. Effective the first day of the pay period following Board approval of the MOU, "appointment" is changed to "promoted". The effect of this change is that it is a promotion and not a special pay assignment, which triggers the promotional language of the MOU.
XX, Section 5	Uniforms	<p>Effective the first pay period following July 1, 2020, employees in the classifications of Deputy Sheriff, Deputy Corporal, Sheriff Investigator, Deputy Coroner, and Bailiff shall receive a uniform allowance of \$500 per year paid at \$19.23 per pay period for 26 pay periods.</p> <p>Effective the first pay period following July 1, 2020, employees in the classifications of Correctional Deputy, Correctional Deputy II, Senior Correctional Deputy, Correctional Corporal and Senior Correctional Corporal shall receive a uniform allowance of \$411 per year paid at \$15.81 per pay period for 26 pay periods.</p> <p>Effective the same date, the Department shall cease providing uniforms beyond first issuance to these classifications.</p> <p>Employees on probation in the above classifications will not receive a uniform allowance.</p>

The terms of the Side Letter of Agreement executed by the parties on and before June 7, 2019, a copy of which is attached hereto as Appendix A, with the exception of the "Sunset Provision" set forth in paragraph 7 of that Agreement are incorporated by reference as though fully set forth herein".

Clean up language will be proposed as the MOU is written by the parties.

FOR THE COUNTY OF RIVERSIDE



Sarah Franco
Assistant Director of Human Resources

12-6-2019

Date

**FOR THE RIVERSIDE SHERIFFS' ASSOCIATION LAW ENFORCEMENT BARGAINING UNIT AND
CORRECTIONAL DEPUTY BARGAINING UNIT**



Bill Young
RSA, President

12/6/19

Date

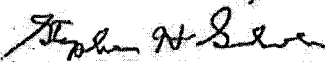
APPROVED AS TO FORM



Peter Brown

December 6, 2019

Date



Stephen H. Silver

12/6/19

Date

EXHIBIT "A"

SIDE LETTER OF AGREEMENT

BETWEEN

COUNTY OF RIVERSIDE

AND

THE RIVERSIDE SHERIFFS' ASSOCIATION

This Side Letter of Agreement ("Agreement") between the County of Riverside ("County") and the Riverside Sheriffs' Association ("RSA") (collectively "Parties") is entered into with respect to the following:

WHEREAS, the Parties are currently operating under Terms and Conditions of Employment which were unilaterally implemented by the County effective October 26, 2017; and

WHEREAS, the Parties are currently engaged in labor negotiations with the goal of reaching an agreement on a Memorandum of Understanding "MOU"; and

WHEREAS, the Parties wish to enter into an agreement which will become part of the current Terms and Conditions of Employment and will then be incorporated into the Parties' MOU if they are able to reach an agreement on an MOU; and

WHEREAS, the effective date of this Agreement is May 9; and

WHEREAS, the following sets forth the Parties' Agreement:

- 1. The Parties agree to modify Article IV, Section 2 as can be seen by the track changes below:**

ARTICLE IV WORKWEEK, OVERTIME AND PREMIUM PAY

Section 2. OVERTIME

- A. Overtime Work Defined.** For employees engaged in law enforcement activities subject to the Section 7(k) partial overtime exemption, overtime work is authorized work in excess of eighty six (80~~6~~) hours per fourteen (14) day FLSA work period, with the exception of those employees in corrections scheduled to work a 3/12-4/12 work schedule who will receive overtime for hours worked in excess of eighty- four (84) hours in a 14 day FLSA work period, and in excess of 160 hours in a 28-day FLSA work period for any employees who are assigned to a 3/12.5 work schedule as defined above in Section 1. For the other employees in the unit, overtime work is work authorized in excess of forty (40) hours per each employee's defined FLSA workweek. For all work schedules, Leave time, with the exception of sick leave, does not counts as hours worked for purposes of overtime. Sick leave does not count as hours worked for purposes of overtime. An employee is not authorized to work overtime hours if on any form of leave.

For example, an employee on vacation may not receive vacation and also work overtime for the same hours or on the same calendar day.

Except in emergency situations (as declared by the Department head or designee) and court appearances, employees who have been pre-scheduled for vacation or compensatory time off shall not be ordered to work overtime if said overtime interferes with scheduled vacation or compensatory time off.

2. The Parties agree to modify Article IV, Section 1 as can be seen by the track changes below:

ARTICLE IV
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. WORK PERIOD/WORKWEEK AND WORK SCHEDULES

A. Work-Period/Workweek

Work Period: For employees who qualify for the partial overtime exemption under section 207(k) of the FLSA because they engage in law enforcement activities, they shall have an FLSA work period of 14 days. If an employee is assigned to 3/12.5 work schedule described below, he/she shall have a 28-day work period as provided by Section 207(k).

Workweek: For employees in the unit who do not qualify for the partial overtime exemption under Section 207(k) of the FLSA because they are not engaged in law enforcement activities as defined, they have a seven (7) day FLSA workweek which is 168 regularly recurring hours.

B. Work Schedules

1. Types of Work Schedules: Employees in this bargaining unit may be assigned to work a 5/40, 9/80, 4/10, 3/12 or 3/12.5 work schedule at the discretion of each employee's supervisor. The following describes the available work schedules.

1. The 5/40 schedule (five eight hour days per work week).
2. The 9/80 schedule (four nine hour days per work week and one alternating eight-hour day/regular day off). Employees who have an FLSA workweek (as opposed to those on a 14 day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight-hour work day.
3. The 4/10 schedule (four ten hour days per work week).
4. The 3/12 schedule (three twelve hour days per work week and one alternating eight-hour day every other week). Employees who have an FLSA workweek (as opposed to those on a 14 day FLSA Work Period) have a work week designated as beginning four hours after the start time on their alternating eight-hour work day.

i. Employees may also be assigned to work seven (7) twelve (12) hour shifts (referred to as the 3/12-4/12 work schedule) during the 14 day FLSA work period.

5. The 3/12.5 schedule (three twelve and one-half hour days each week and one ten-hour day in the twenty eight (28) day work period). Only employees who perform law enforcement activities may be assigned this work schedule.

2. Changes to Work Schedules - No change shall be made to an employee's particular type of work schedule (i.e., 5/40, 9/80, 4/10, 3/12 or 3/12.5) more than once every 30 days and the employee will be provided with at least fourteen days' notice of any such change. No change shall be made to an employee's work schedule (i.e., the hours of work within his/her particular type of work schedule) unless that employee has received five calendar (5) days advance notice provided that the giving of such notice may be suspended while the following circumstances exist:

1. Staffing levels are projected to be abnormally low for at least one (1) work shift.
2. The Sheriff's Department or District's Attorneys' Office is operating under an emergency condition.
3. The employee is promoted or transferred to a new work location or assignment.
4. The schedule change is needed to separate employees during the investigation of an incident or complaint (e.g., a harassment complaint).

The requirement of giving advance notice of a work schedule change (to the hours of work) shall be satisfied by posting the change on the official bureau or station work schedule; provided that, in addition, every effort shall be made to afford the employee with at least five (5) days advance actual notice. The Sheriff's Department shall post an official work schedule at each bureau and station.

Nothing in this provision will limit the Department from making temporary schedule changes when needed to fill behind employee absences or for any of the causes listed above.

3. **The Parties agree that pursuant to the authority provided above in paragraph 2 of this Agreement, which modifies Article IV, Section B 2 of the terms and conditions of employment, the Sheriff has the authority to move employees (and the 14-day notice provision of Article IV, Section B 2 has been satisfied) to a 3/12 schedule and will do so within his authority effective May 9, 2019.**

4. The Parties agree to modify Article V, Section 3 A and B as can be seen by the track changes below:

ARTICLE V
PAY PRACTICES

Section 3. REEMPLOYMENT

- A. Upon recommendation of the employing Officer and approval of the Human Resources Director a former regular employee may be re-employed in the same class or position which they previously occupied, at the same step of the salary plan/grade as the step applicable at the time of termination, provided the individual was terminated in good standing.
- B. Whenever a former regular employee is or has been re-employed within ~~six~~^{three} ~~years~~^{months} after termination ~~he/she~~^{they} may, on recommendation of the employing Officer and with the approval of the Human Resources Director and the County Executive Officer, be allowed the accrued sick leave not exceeding the amount thereof which was lost and to earn vacation at the rate at which he or she was earning at the time of termination. The anniversary date for step advance may be expressly fixed, subject to limitations as provided in these terms and conditions of employment to allow credit for all or a portion of the applicable period of service prior to said termination.

The parties acknowledge and agree that the above change to Article V, Section 3B does not result in a change to Article VII, Section 1H which provides as follows: The term "continuous service" is as defined in the definition section above. An employee who leaves County employment for more than ninety (90) days and returns to the County would not have "continuous service" for purposes of this provision.

5. The Terms and Conditions of Employment includes a provision at Article VI, Section 2 G which is set forth below. The parties agree that if an employee who is rehired pursuant to Article V, Section 3 (above in paragraph 4 of this Agreement) was previously employed in the unit in an Offset (OS) classification (the same classification in which he/she left), he/she shall be placed on the salary schedule at the step nearest to, but not below the rate the employee was earning when he/she left County employment – which is now a non-OS classification (as there is no longer a distinction between OS and non-OS classifications as there is one salary schedule).

If the base salary of the same non-OS step is lower than what these previous (now rehired) employees were earning in the OS classification, they will continue to earn the same base salary they were earning in the OS classification but will move steps (on the non-OS salary schedule) so long as the non-OS salary schedule can accommodate the increase. If these employees were at the top step when they previously left County employment, they will be Y-rated at the compensation amount they were earning when they left County employment. They will receive

compensation increases once the top step exceeds (through the provision of salary increases) their Y-rated compensation level.

ARTICLE VI
GENERAL PERSONNEL PROVISIONS

Section 2. RETIREMENT

- G. CalPERS Contribution Offset – Effective on the first date of the pay period following Board of Supervisors implementation of these terms and conditions of employment (October 26, 2017), all employees in the unit in an Offset (OS) classification shall be moved to the equivalent non-OS classification. These employees will be moved to the same step in the non-OS classification. If the base salary of the same non-OS step is lower than what they were earning in the OS classification, they will continue to earn the same base salary they were earning in the OS classification but will move steps (on the non-OS salary schedule) per these terms and conditions of employment.
6. **The Terms and Conditions of Employment includes a provision at Article IV, Section 3G which is set forth below. The parties agree that if an employee who is rehired pursuant to Article V, Section 3 B (above in paragraph 4 of this Agreement) was employed by the County prior to October 26, 2017, he/she shall be treated as though he was an employee of the County prior to October 26, 2017 and will be subject to the first paragraph of Article IV, Section 3G.**

For employees to be eligible for the agreement in the previous paragraph, they would have had to be employed in a classification in which they were receiving P.O.S.T. Certification Pay at the time they left County employment (i.e., the employee had an "A" or "B" following the classification title).

ARTICLE IV
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 3. PREMIUM PAY

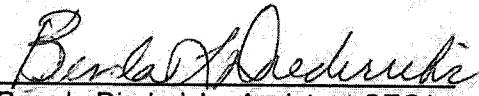
- G. P.O.S.T. Certificate Pay: Employees hired before the first pay period following Board of Supervisors' implementation of these terms and conditions of employment (October 26, 2017) into any position in a Deputy Sheriff, Corporal, Sheriff's Investigator, Deputy Coroner, or D.A. Investigator classification series who proves that they possess a valid Intermediate or Advanced Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at the rates set forth:
- Intermediate – seven percent (7%) of base pay; or
 - Advanced – twelve percent (12%) of base pay.

The applicable rate for possession of the Intermediate Certificate shall be indicated in the Class and Salary Listing by the letter "A" following the class title, and for the Advanced Certificate, by the letter "B" following the class title.

Employees hired or rehired on or after the first pay period following Board of Supervisors' implementation of these terms and conditions of employment (October 26, 2017) may only be hired into the non-designated classification as set forth: Deputy Sheriff (Job Code 37602), Corporal (Job Code 37576), Sheriff's Investigator (Job Code 37691 or 37694), or D.A. Investigator (Job Code 37660 or 37664 or 37726) classification series. Employees who prove that they possess a valid Intermediate or Advanced Certificate issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated for all hours actually worked, not exceeding eighty (80) hours per pay period as follows:

1. Intermediate – seven percent (7%) of base pay paid as a differential
 2. Advanced – twelve percent (12%) of base pay paid as a differential
7. The terms of this Agreement shall sunset (and all modified terms and conditions of this Agreement shall revert to what they were prior to this Agreement) on the first day of the pay period following six (6) months from the last date this Agreement was executed - of the two people executing this Agreement if the parties are unable to reach an agreement on a successor Memorandum of Understanding by that date.

FOR THE COUNTY OF RIVERSIDE


Brenda Diederichs Assistant CEO/
Human Resources Director

6/7/19
Date

**FOR THE RIVERSIDE SHERIFFS' ASSOCIATION LAW ENFORCEMENT
BARGAINING UNIT AND CORRECTIONAL DEPUTY BARGAINING UNIT**


Bill Young, RSA President

5/31/19
Date

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 to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: ALI MAZAREFI

Address: 18058 GREEN ORCHARD PL

City: RIVERSIDE Zip: 92508

Phone #: 714-715-1685

Date: 12-10-2019 Agenda # 3.52

RSA BUDGET

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: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. *Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.*

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.

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SPEAKER'S NAME: Bill Young

Address: 21810 CACTUS AVE

City: REVERSOE Zip: 92518

Phone #: (951) 653-5152

Date: 12/10/19 Agenda # 3.52

PLEASE STATE YOUR POSITION BELOW:

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