

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



ITEM: 3.13
(ID # 13757)

MEETING DATE:

Tuesday, October 27, 2020

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approval of the Tentative Agreement between the County of Riverside and Riverside Sheriffs' Association Public Safety Unit. All Districts. [\$19,394,188 - Departmental Budget (73%), NCC (27%)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the 2020 – 2025 Tentative Agreement between the Riverside Sheriffs' Association Public Safety Unit (RSA-PSU) and the County of Riverside (Attachment "A").

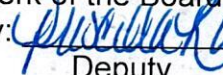
ACTION: Policy


Brenda Diederichs, Assistant CEO / Human Resources Director 10/26/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 27, 2020
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	\$ 984,282	\$ 1,878,522	\$ 19,394,188	\$ 16,531,385
NET COUNTY COST	\$ 265,756	\$ 507,201	\$ 5,236,431	\$ 4,463,474
SOURCE OF FUNDS: Departmental Budget (73%), NCC (27%)			Budget Adjustment:	No
			For Fiscal Year:	20/21 - 25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside Sheriffs' Association represents approximately 550 regular status county employees in the Public Safety Unit. The Board previously agreed to a four-year contract with the Riverside Sheriff's Association Public Safety Unit from June 2012 – June 2016. The parties have been engaged in ongoing negotiations since 2018 and on October XX, 2020, 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 October XX, 2020 that the Tentative Agreement was ratified by RSA-PSU by a vote of their 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.
- Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, the bottom three steps for the salary ranges for Deputy Probation Officer II, Senior Probation Officer and Supervising Probation Officer classifications will be eliminated, the bottom five steps for the Deputy Probation Officer I classification will be eliminated, and the bottom six steps for the Probation Corrections Officer I and Senior Probation Corrections Officer classifications will be eliminated.
- For all Deputy Probation Officer classifications (Deputy Probation Officer I, Deputy Probation Officer II, Senior Probation Officer and Supervising Probation Officer), the following increases will be applied to the maximum of the salary range:
 - Four percent (4%) effective the full second pay period following Board of Supervisors adoption.
 - Three percent (3%) effective one year after the first increase.
 - Three percent (3%) effective one year after the second increase.
 - Two percent (2%) effective one year after the third increase.
 - Two percent (2%) effective one year after the fourth increase.
- For all Probation Corrections Officer classifications (Probation Corrections Officer I, Probation Corrections Officer II), except Senior Probation Corrections Officer, the following increases will be applied to the maximum of the salary range:

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- Six percent (6%) effective the full second pay period following Board of Supervisors adoption.
- Three percent (3%) effective one year after the first increase.
- Three percent (3%) effective one year after the second increase.
- Two percent (2%) effective one year after the third increase.
- Two percent (2%) effective one year after the fourth increase.
- For the Senior Probation Corrections Officer classification, the following increases will be applied to the maximum of the salary range:
 - Six percent (6%) effective the full second pay period following Board of Supervisors adoption.
 - Five percent (5%) effective one year after the first increase.
 - Three percent (3%) effective one year after the second increase.
 - Two percent (2%) effective one year after the third increase.
 - Two percent (2%) effective one year after the fourth increase.
- Salary Steps will be converted to broad band ranges and anniversary date increases will occur in 4% increments.
- One-Time Special Time Bank - Effective the first full pay period following the Board of Supervisors approval, a Special Time Bank of forty (40) vacation hours shall be established for each existing bargaining unit member.
- Medical Subsidies:
 - Effective the second full pay period following Board of Supervisors adoption of a successor MOU, the County will subsidize the two-party and family monthly medical insurance premiums chargeable to employees participating in a County sponsored medical plan by \$25/month for employees enrolled in two-party coverage and by \$100/month for employees enrolled in family coverage.
 - Effective July 13, 2023, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored health care plan by a total of \$50/month for employees enrolled in two-party coverage and by \$200/month for employees enrolled in family coverage.
- Effective the second full pay period following Board of Supervisors adoption, eliminate cash back for unused flex benefits.
- Effective the second full pay period following Board of Supervisors adoption, eliminate Medical waiver opt out pay.
- Sick leave shall no longer be regarded as time worked for purposes of determining eligibility for overtime compensation.
- Forty-four (44) hours of cumulative release time for authorized representatives for traveling to and from and appearing at RSA Board meetings.
- Operational Side Groups to resolve the following:
 - Shift Bidding
 - Involuntary/Department initiated transfers

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- On-Call Supervisor
 - Transportation Unit
 - Decentralization of wrap around
- The parties agree to establish a Labor Management Committee (LMC) with members from the Department, PSU and HR to initially discuss the following issues:
 - Employee requests for schedule changes
 - Equipment
- 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 results from the cooperative effort.

Impact on Residents and Businesses

No impact to residents or businesses.

Additional Fiscal Information

Cost estimates have been refined to reflect more detailed costing based on actuals.

The Net County Cost (NCC) impact of \$5,236,431 for this MOU was determined by calculating the percentage of the department's expenditure budget that is supported by NCC, then applying that percentage to the department's labor cost subtotal for this MOU, resulting an extrapolated value of how much NCC would be required to cover those labor cost increases in the same proportion as the department's current NCC support for RSA-PSU represented employees.

The MOU is projected to cost \$984,282 for the balance of this fiscal year, \$1,878,522 next fiscal year, and \$16,531,385 cumulatively for the remaining duration of the five-year term.

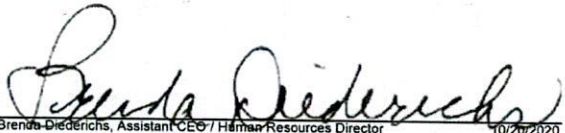
Below are the projected costs itemized by element over the life of the contract:


<u>Element</u>	<u>Estimated Cost</u>
Elimination of the bottom steps:	\$ 57,300
Additions to the max of the range and 4% merits:	\$ 18,173,631
Additional 40 hours vacation	\$ 751,902
Monthly increases to medical subsidies:	\$ 1,156,121
Elimination of medical cash back:	\$ (744,766)
Total	\$ 19,394,188

ATTACHMENT:

ATTACHMENT A. Tentative Agreement between RSA Public Safety Unit and the County of Riverside

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Brenda Diekerichs, Assistant CEO / Human Resources Director 10/20/2020


Gregory J. Priamos, Director County Counsel 10/21/2020

**COUNTY OF RIVERSIDE AND RSA-PSU
MOU NEGOTIATIONS
TENTATIVE AGREEMENT
Thursday, October 1, 2020**

This tentative agreement is subject to ratification by affected RSA-PSU members and adoption by the Board of Supervisors.

1. TERM (ARTICLE I)

- 5-year MOU (expires 5 years from date of BOS approval).

2. WORKWEEK, OVERTIME AND PREMIUM PAY (ARTICLE IV)

Replace Section 1 as follows:

Section 1. Workweek

A. Work-Period. The FLSA work period shall be 14 days.

B. Work Schedules

Employees in this bargaining unit may be assigned to work a 5/40, 9/80, 4/10, or 3/12 work schedule at the discretion of management. An employee will be notified of the change to their work schedule at least one (1) pay period prior to the effective date of implementation. If the employee agrees, their schedule may be changed prior to the effective date. The parties agree that the County shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule assignments during the term of this agreement. All work schedule changes must be effective at the beginning of a pay period. The following describes the 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.
 - a. 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.

Note: It is not the intent of the Department to change an individual employee's work schedule in the institutions that is inconsistent with the balance of the unit.

Amend Section 2 to replace subsection A and delete Section re Supervising Probation - Overtime. The remainder is status quo.

Section 2. Overtime

Overtime Work Defined. Overtime work is authorized work in excess of eighty (80) hours in the 14-day FLSA work period. As soon as administratively possible, sick leave shall no longer be regarded as time worked for purposes of determining eligibility for overtime compensation.

- Delete Section 3/A/2 re Supervising Probation Officer – Overtime

Replace Section 3, subsections A, B and D as follows. The remainder of Section 3 – Premium Pay is status quo.

Section 3. Premium Pay

A. Standby Duty. Unless otherwise specifically provided, when placed by the Department Head or designee specifically on standby, an employee otherwise off duty shall be paid one (1) hour pay at the base rate of pay for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. Said compensation shall be in addition to said employee's regular salary entitlement. The compensation shall cease when said employee physically reports to work and shall resume at the completion of the call-out work. Worksite, for the purposes of this Section, shall mean the location an employee is required to physically report to in order to complete the work assigned. The standby duty shall not cease if an employee is able to complete the required work remotely without having to physically report to a worksite. All standby duty premium shall cease at the end of the standby duty shift.

1. Employees assigned to standby are subject to the following requirements:
 - a. Be ready to respond immediately to calls for service;
 - b. Remain in the general vicinity of their home or worksite during the standby period;
 - c. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties;
 - d. Arrange their personal affairs to ensure their immediate response to a call out; employees are expected to respond to or be in route to the worksite within thirty (30) minutes of notification; and
 - e. Notify his/her supervisor immediately if he/she is unable to be on standby due to an unforeseen emergency.

B. Call-Back Work. Call-back work is work required of an employee who, following completion of the employee's regular work schedule and departure from the employee's worksite, is directed to report back to duty to perform necessary work. To qualify for this call-

back provision, an employee must have departed from the worksite. It is understood by the parties that a change in work schedule in which the employee had at least twenty-four (24) hours advance notice shall not constitute call-back work.

1. Physical Call-Back – Reporting to a Worksite. Except as hereinafter otherwise provided, an employee who is physically called back to work, whether or not he/she is in a standby duty status, shall receive minimum credit for one (1) hours' work at time and one-half (1½) the base rate of pay starting when they answer the phone call. Actual work performed in excess of one (1) hour, and not part of a regular work shift, shall be compensated at time and one-half (1½) the base rate of pay. If an employee should complete the work required, and subsequently be recalled, either physically or remotely, during the minimum credit period, the employee shall not be entitled to additional premium until the minimum credit period has expired.

At the completion of their call-out assignment, the employee will continue to be compensated until he/she returns to their assigned worksite. An employee will not be compensated for time spent commuting from their assigned worksite to his/her residence. If permitted by their supervisor, employees may return directly home from the call-out location, instead of returning to their assigned worksite. Those choosing this option will be compensated for the lesser travel time between their home or back to their assigned worksite.

An exception to the above is in situations where employees have been called out for an assignment greater than fifty (50) miles from their assigned worksite and must travel a substantial distance to return home. In such instances, employees will be compensated for the amount of time actually required to return directly home once released from the location of their call-out.

2. Remote Call-Back. Notwithstanding any other provision of the MOU, an employee who is called to perform work but is able to complete the work required without the employee having to physically report to a worksite, whether or not he/she is on standby duty status, shall be paid in one-tenth (1/10) hour increments at the rate of one and one-half (1½) the base rate of pay for all time worked while remotely responding to the call-back assignment.

To be eligible for remote call-back premium, employees must be authorized and directed by the department to perform such services. There shall be no minimum credit for remote call-back.

D. Bilingual Premium Pay Scope

Upon assignment to a position that has been determined to require bilingual skills, a certified employee shall receive bilingual premium.

Eligibility Factors

1. The department head or designee shall designate positions to provide bilingual services;
2. Incumbents must be assigned to provide bilingual services by the department head or designee; and
3. Incumbents must successfully pass a bilingual proficiency examination administered by the County Human Resources Department.

4. Testing

- a. Employees who were grandfathered to receive bilingual premium without possessing a certification from the County Human Resources Department will be required to successfully pass the requisite examination within ninety (90) calendar days from the adoption of this MOU by the Board of Supervisors to be eligible to receive bilingual premium. Failure to obtain a certification or a failed result within ninety (90) calendar days from the adoption of this MOU by the Board of Supervisors shall result in immediate loss of bilingual premium, whichever occurs first.
- b. Testing shall be done while employees are in paid status.
- c. To ensure that employees are maintaining their bilingual skills, employees eligible for bilingual pay may be required to retest every two (2) years to continue to receive the pay. Testing is done during work time.

Skill Levels

Employees must possess an appropriate proficiency certification from the County Human Resources Department for the skill level demonstrated.

Level 1: Basic Oral Communication/Reading Examination

Employees at this level demonstrate proficiency in reading and speaking in both English and a second language.

Level 2: Written Examination

Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language.

Level 3: Complex Level Written Examination

Employees at this level demonstrate proficiency in reading, speaking and writing in both English and a second language using medical or legal terminology in a specific medical or legal environment (e.g., hospital, courtroom, etc.).

Compensation

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

Level 1: Fifty cents (\$0.50) per actual hour worked

Level 2: Seventy-five cents (\$0.75) per actual hour worked

Level 3: One dollar (\$1.00) per actual hour worked

Plan Implementation

The department head or designee is responsible for bilingual assignments. The department head or designee is also responsible for removing an employee from a bilingual assignment

when the position no longer requires the use of bilingual skills; furthermore, the department head or designee is responsible for modifying the bilingual skill level of the assigned employee as operationally required. Prior to assigning an employee for bilingual premium, the department shall forward requests for bilingual assignment to the County Human Resources Department for bilingual proficiency assessment and certification.

Employees certified by the County Human Resources Department shall receive bilingual pay as long as the department head or designee designates that position for bilingual assignment. The decision of the department head or designee to assign and/or remove bilingual assignment is not subject to either the grievance or disciplinary appeal procedure in the MOU and cannot be made or interpreted as disciplinary action.

A break in continuous service, as defined in this MOU, shall require the employee to become re-certified for the appropriate bilingual skill level upon re-hire should the department head or designee designate the position for bilingual assignment.

3. PAY PRACTICES (ARTICLE V)

Delete the following Notes at beginning of Article:

NOTE: Step (merit) increases shall remain frozen for the duration of the agreement.

NOTE: Upon the implementation of People-Soft, the hours described in this Article shall be converted to daily, weekly, monthly, or annual equivalents.

Replace Sections, 1, 5, 7, and 8 and add new section as follows. The remaining sections are status quo.

Section 1. Step Advance

- A. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, merit increases shall be received in four percent (4%) increments except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range in his/her classification.
- B. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, the salary plan/grade of each classification covered by this MOU shall convert to a broadband salary range plan with no salary steps. Each salary range shall contain a minimum and maximum salary amount where an employee's placement within the range will be identified by the employee's salary amount and not by a salary step.
- C. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, the bottom three steps for the salary ranges for Deputy Probation Officer II, Senior Probation Officer and Supervising Probation Officer classifications will be eliminated, at which time PSU employees in these classifications not already at the rate of the former Step 4 shall be moved to the rate of the former Step 4, which will be the minimum of the new range.

- D. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, the bottom five steps for the Deputy Probation Officer I classification will be eliminated, at which time PSU employees in this classification not already at the rate of the former Step 6 shall be moved to the rate of the former Step 6, which will be the minimum of the new range.
- E. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, the bottom six steps for the Probation Corrections Officer I and Senior Probation Corrections Officer classifications will be eliminated, at which time PSU employees in these classifications not already at the rate of the former Step 7 shall be moved to the rate of the former Step 7, which will be the minimum of the new range.
- F. For all Deputy Probation Officer classifications (Deputy Probation Officer I, Deputy Probation Officer II, Senior Probation Officer and Supervising Probation Officer), the following increases will be applied to the maximum of the salary range:
- i. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, the maximum of the range shall be increased by four percent (4%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the four percent (4%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 1)
 - ii. Effective the start of the full second pay period after one year following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 2)
 - iii. Effective the start of the full second pay period after two years following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 3)
 - iv. Effective the start of the full second pay period after three years following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year

or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 4)

- v. Effective the start of the full second pay period after four years following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 5)
- G. For all Probation Corrections Officer classifications (Probation Corrections Officer I, Probation Corrections Officer II), **except** Senior Probation Corrections Officer, shall have the following increases applied to the maximum of the salary range:
- i. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by six percent (6%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the six percent (6%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 1)
 - ii. Effective the start of the full second pay period after one year following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 2)
 - iii. Effective the start of the full second pay period after two years following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 3)
 - iv. Effective the start of the full second pay period after three years following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year

or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 4)

- v. Effective the start of the full second pay period after four years following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 5)
- H. For Senior Probation Corrections Officer classification, the following increases will be applied to the maximum of the salary range:
- i. Effective the start of the full second pay period following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by six percent (6%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the six percent (6%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 1)
 - ii. Effective the start of the full second pay period after one year following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by five percent (5%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the five percent (5%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 2)
 - iii. Effective the start of the full second pay period after two years following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by three percent (3%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the three percent (3%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 3)
 - iv. Effective the start of the full second pay period after three years following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 4)

- v. Effective the start of the full second pay period after four years following Board of Supervisors adoption of a successor MOU, the maximum of the salary range shall be increased by two percent (2%). Any employee who has been compensated at the maximum of the range in his/her classification for a year or more at the time of the addition, shall receive the two percent (2%) increase provided herein. For any employee who has not been compensated at the maximum of the range for a year or more, the increase provided under this provision shall be treated in the same manner as other anniversary date increases. (Year 5)

- I. Every anniversary salary increase shall be in 4% increments except when there is less than four percent (4%) remaining, it shall be to the maximum of the salary range in his/her classification.

Section 5. Promotion

On promotion, the salary shall be at a rate on the new salary plan/grade which is five and a half percent (5.5%) higher than that paid on the salary plan/grade of the former position where the new salary plan/grade is able to accommodate the increase. If the new salary plan/grade is unable to accommodate the increase the rate shall be to the maximum of the of the new salary plan/grade.

The effective date of all promotions shall coincide with the first day of a pay period. The anniversary date shall be determined as if the date of promotion were the date of employment.

Section 7. Demotion

- A. On demotion, the salary shall be placed at a rate that will result in a five and a half percent (5.5%) reduction in compensation on the demoted salary plan/grade as was applicable to the previous salary plan/grade. If the salary plan/grade of the demoted classification is unable to accommodate the reduction, the rate shall be to the maximum of the range of the demoted classification. The anniversary date shall not change. The effective date of all demotions shall coincide with the first day of a pay period.
- B. Permanent employees who, within twenty-six (26) pay periods following a promotion, voluntarily demote to their previously held classification may return to the rate of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The anniversary date shall not change.

Section 8. Reclassification

- A. The salary of an incumbent of a position reclassified to a class on the same salary plan/grade shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary plan/grade shall be at the rate of five and a half percent (5.5%) higher than that paid on the salary plan/grade of the former position, where the new salary plan/grade is able to accommodate the increase; if the salary plan/grade of the reclassified classification is

unable to accommodate the increase the rate shall be to the maximum of the range of the reclassified classification.

- C. The anniversary date following a reclassification to a classification on a higher salary plan/grade shall be determined in accordance with this MOU section, except that the first anniversary date shall be the first day of the pay period following the completion of thirteen (13) pay periods in a paid status, not including overtime, in the new classification. Thereafter, anniversary dates shall be on the first day of the pay period following the completion of each additional twenty-six (26) pay periods in a paid status.
- D. The salary of an incumbent of a position reclassified to a class on a lower salary plan/grade shall not change unless such salary would exceed the maximum of the new salary plan/grade, in which event it shall be reduced to the maximum. The anniversary date shall not change.
- E. The effective date of a reclassification shall coincide with the first day of a pay period.

New Section:

- One-Time Special Time Bank - Effective the first full pay period following the Board of Supervisors approval, a Special Time Bank of forty (40) vacation hours shall be established for each existing bargaining unit member covered by this MOU. These hours may only be used by the employee prior to expiration of this MOU and while employed in an RSA PSU represented classification, otherwise the hours are forfeited. Employees within one-hundred hours of reaching the maximum of their regular vacation accrual cap (744 hours) may elect to utilize their regular vacation time bank prior to utilizing the Special Time Bank. This Special Time Bank shall have no cash out value and is subject to the following conditions:
 - The County may require an employee to use the hours in this Special Time Bank during FMLA/CFRA/PDL leave after exhausting sick leave and before use of regularly accrued vacation.
 - Only those employed in an RSA PSU represented classification during the pay period in which the Special Time Bank is implemented will receive the Special Time Bank and may only use the Special Time Bank hours while in an RSA PSU represented position.
 - This bank is subject to the same request procedures as vacation.

4. LEAVE PROVISIONS (ARTICLE VII)

- Delete Section 1/A/5 regarding sick leave for pregnant employees (b/c not compliant with law). County will follow the law.

Replace Section 4 as follows:

Section 4. Fitness for Duty

When in the judgment of the Department Head or designee good cause exists to believe an employee cannot safely or effectively perform the essential functions of the position, the department head, with approval of the Human Resources Director, can order an employee off work. The employee may either:

1. Request, at County expense, to be referred to a County designated health care provider or to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department.
2. Be evaluated by a physician or other person legally authorized to provide health care services of the employee's choosing at the employee's expense, in the specialty designated by the County Employee Health Medical Director, to obtain a certificate stating the employee is able to return to work without impairing the health of the public, the employee's health, or the health of the other employees in the department. Subject to the County Employee Health Medical Director's approval, the selected physician or other person legally authorized to provide health care services must be certified.

If the employee is ordered off work due to an asserted illness, there shall be an entitlement to utilize sick leave benefits and to receive full pay. In the event an employee has no accrued sick leave balance, the employee may utilize vacation, compensatory time, or holiday benefits with full pay or receive a leave of absence without pay, in accordance with the provisions of this Agreement and Department policy.

Should the health care provider determine that the employee was able to work during the shift from which they were ordered off work, the employee shall not be charged with such absence and shall receive full pay for that shift.

5. VACATION (ARTICLE VIII)

- Accrual cap at 744 hours (Consistent with current practice)

6. GRIEVANCE PROCEDURE (ARTICLE XIII)

Replace Section 12, J as follows. The remainder of Section 12 is status quo.

Section 12. Arbitration

- J. The decision of the arbitrator shall be final subject to the right of either party to seek judicial review by filing a writ per the appropriate section of the California Code of Civil Procedure.

7. DRESS CODES (ARTICLE XVII)

Add Section 2 as follows. The remainder of the Article is status quo.

Section 2. Uniforms

A. General Uniform Provisions

1. Issuance. The County agrees to provide uniforms or uniform allowances to employees in the department so long as the employee is required to wear uniforms in the performance of their duties.
2. Property of the County. Uniforms issued by the County shall remain property of the County.
3. Return. Employees shall return all issued uniforms/articles of the issued uniform to the County upon request.
4. Reporting of Uniforms to CalPERS. The parties agree that to the extent permitted by law, the value of uniforms (in an amount not to exceed one thousand dollars (\$1,000.00) annually) is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) Uniform Allowance. Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

8. FLEXIBLE BENEFITS PROGRAM (ARTICLE XX)

Amend Article XX to include the following language:

- A. Effective the second full pay period following Board of Supervisors adoption of a successor MOU, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored medical plan on the following basis:

Employees with family coverage: Monthly premium reduced by \$100.00

Employees with two-party coverage: Monthly premium reduced by \$25.00
- B. Effective July 13, 2023, the County agrees to subsidize the family and two-party monthly medical insurance premiums chargeable to employees participating in a County sponsored health care plan on the following basis:

Employees with family coverage: Monthly premium reduced by \$200.00

Employees with two-party coverage: Monthly premium reduced by \$50.00

Note: These are total subsidies, not compounded.
- C. Effective January 1, 2021, employees in the PSU shall have the right to contribute to the County's Healthcare Flexible Spending Account to the maximum permitted per IRS guidelines.

- D. Effective the second full pay period following Board of Supervisors adoption, eliminate cash back for unused flex benefits. Employees who do not use the full amount of the County's flex benefit contribution will forfeit the unused amount.
- E. Effective the second full pay period following Board of Supervisors adoption, eliminate Medical waiver opt out pay.

10. DELETE ARTICLE XXI – AGENCY SHOP

11. DELETE ARTICLE XXII – MAINTENANCE OF MEMBERSHIP

NEW TERMS (exact placement in MOU TBD during cleanup)

12. RELEASE TIME

Authorized representatives of the Association shall be entitled to release time for the purpose of traveling to and from and appearing at RSA Board meetings. During each fiscal year such authorized representatives' cumulative release time (for the entire unit and not per person) with pay shall not annually exceed forty-four (44) hours and any excess hours shall be either without pay or charged against the authorized representative's appropriate paid leave banks.

For labor negotiations, members of the negotiations team shall receive release time for the time in negotiations as well as one hour before and after the negotiations meeting. This release time is not part of the forty-four (44) hours described in the previous paragraph.

13. TURN AROUND TIME

Department will schedule employees with a minimum of 8 hours between non-consecutive shifts, excluding scheduled overtime shifts (doubles). This term shall sunset at the end of this MOU contract period.

Department will ensure that employees working a graveyard shift will be moved off of that graveyard shift to attend mandatory trainings unless the employee agrees otherwise.

14. RETIREE ID CARDS

All retirees (armed or unarmed) may request an Employee ID Card at the employee's expense.

Notes:

- I. The parties acknowledge that there are operational side groups working on resolution of:
 - 1. Shift Bidding
 - 2. Involuntary/Department initiated transfers
 - 3. On-call supervisor
 - 4. Transportation Unit

and

5. Decentralization of wrap around

The Parties agree the goal is to complete the meet and confer process within 6 months of effective date of the MOU.

II. The parties agree to establish a Labor Management Committee (LMC) with members from the Department, PSU and HR to initially discuss the following issues:


1. Employee requests for schedule changes
2. Equipment

The Parties agree to begin the LMC within 6 months of the effective date of the MOU. Additional issues may be added by either party. Agendas will be shared in advance to the extent possible, and notes will be taken for both parties to agree upon.

III. The parties agree that there will be additional MOU clean up language and review of "nice-to-have" items subject to review and approval by both parties.

For County of Riverside:

For RSA-PSU:

 10/22/2020
Sarah M. Franco Date
Assistant Human Resources Director

 10/22/2020
Bill Young Date
RSA President

11:14

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: Bill Young

Address: 21810 CACTUS AVE

City: REVERSIDE Zip: 92518

Phone #: (951) 653-5152

Date: 10/27/2020 Agenda # 3.13

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

X 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: _____

From: COB

Sent: Monday, October 26, 2020 4:27 PM

To: George Johnson (GAJohnson@RIVCO.ORG) <GAJohnson@RIVCO.ORG>; Perez, Juan <JCPEREZ@RIVCO.ORG>; Young, Alisa <AYoung@RIVCO.ORG>; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG) <District4@RIVCO.ORG>; District2 <District2@Rivco.org>; District3 <District3@Rivco.org>; District5 <District5@Rivco.org>; Supervisor Jeffries - 1st District (district1@rivco.org) <district1@rivco.org>

Cc: Diederichs, Brenda <BDiederichs@RIVCO.ORG>; Arroyo, Ruben <ruarroyo@rivco.org>; COB-Agenda (COB-Agenda@rivco.org) <COB-Agenda@rivco.org>

Subject: October 27 2020 Items 3.3 (Pest Exclusion) and 3.13 (HR/PSA MOU) Public Request to Speak (Avalon Edwards)

Good afternoon,

Just a heads-up that we have a COB website Request to Speak on October 27, 2020 Agenda Item Nos 3.3 and 3.13.

This will be kept with Agenda back-up.

Thank you kindly,

Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1060 Fax (951) 955-1071
Mail Stop #1010
cob@rivco.org

website: <http://rivcocob.org/>

<https://www.facebook.com/RivCoCOB/>



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From: cob@rivco.org <cob@rivco.org>

Sent: Monday, October 26, 2020 10:14 AM

To: COB <COB@RIVCO.ORG>

Subject: Board comments web submission



First Name:	Avalon
Last Name:	Edwards
Phone:	6506448818
Agenda Item # or Public Comment:	3.3 and 3.13
State your position below:	Oppose

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201020. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

10/27/20 3.13

Maxwell, Sue

From: COB
Sent: Tuesday, October 27, 2020 10:13 AM
To: George Johnson (GAJohnson@RIVCO.ORG); Perez, Juan; Young, Alisa; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG); District2; District3; District5; Supervisor Jeffries - 1st District (district1@rivco.org)
Cc: Diederichs, Brenda; COB-Agenda (COB-Agenda@rivco.org)
Subject: October 207 2020 Items 3.10 (LIUNA) and 3.13 (HR/PSA MOU) Public Comment (Anonymous)

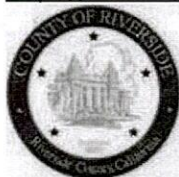
Greetings,

Please see COB website comment received below for October 27, 2020 Item Nos 2.10 and 3.13; unknown if this anonymous person will phone in.

This will be added to back-up for both items.

Thank you,

Clerk of the Board of Supervisors
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Mail Stop #1010
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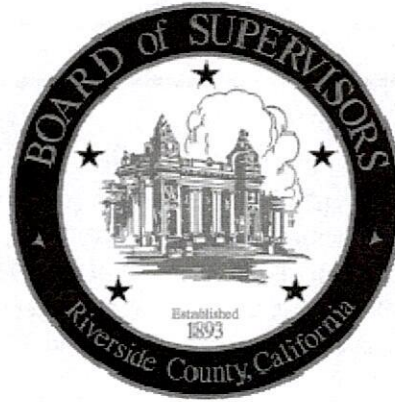


TOGETHER, Everybody Counts!



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From: cob@rivco.org <cob@rivco.org>
Sent: Tuesday, October 27, 2020 9:40 AM
To: COB <COB@RIVCO.ORG>
Subject: Board comments web submission



Phone: 9516853377

Agenda Date: 10/28/2020

Agenda Item # or
Public Comment: 3.10 and 3.13

State your
position below: Oppose

Comments: Board members, how enlightening for you to bring these two MOUs together. So the Probation Department staff have been without a contract for over 5 years, and THIS is your offer? I hope that they adequately expressed their disappointment with the lack of effort on behalf of the county AND RSA to represent them in a fair and equitable way. Shame on both parties. While they were without a contract, the LIUNA staff enjoyed the benefits of their last contract (which looks like much of what you're offering Probation staff NOW), which included removal of bottom steps in 2019, a bank of 40 hours, and salary increases. Now the LIUNA staff will continue to receive salary increases, an additional bank of 20 hours, along with classification reviews, increases in medical subsidies AND medical waivers. Great job LIUNA. Maybe you should represent the Probation staff? With all the reforms at the state level, the hammer continues to come down on counties, specifically Probation, to deal with those who are released from prison early for whatever reason. Yes, police and sheriff may also have a role, but these offenders always go directly to Probation. Where is the understanding and empathy for what they do? While state funding may be inadequate, whose role is it to negotiate on their behalf? Isn't that yours and your overpaid lobbyist? These men and women go out into the community alone, unarmed, without adequate safety gear, to knock on doors, KNOWING there are former criminals on the other side. And what respect do they get from their elected officials? NOTHING. I wouldn't blame the Probation Officers for walking out, unionizing, or changing counties. Pandemic be damned, you've had over 5 years to address this inequity and failed.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201020. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

From: COB

Sent: Tuesday, October 27, 2020 10:13 AM

To: George Johnson (GAJohnson@RIVCO.ORG) <GAJohnson@RIVCO.ORG>; Perez, Juan <JCPEREZ@RIVCO.ORG>; Young, Alisa <AYoung@RIVCO.ORG>; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG) <District4@RIVCO.ORG>; District2 <District2@Rivco.org>; District3 <District3@Rivco.org>; District5 <District5@Rivco.org>; Supervisor Jeffries - 1st District (district1@rivco.org) <district1@rivco.org>
Cc: Diederichs, Brenda <BDiederichs@RIVCO.ORG>; COB-Agenda (COB-Agenda@rivco.org) <COB-Agenda@rivco.org>
Subject: October 207 2020 Items 3.10 (LIUNA) and 3.13 (HR/PSA MOU) Public Comment (Anonymous)

Greetings,

Please see COB website comment received below for October 27, 2020 Item Nos 2.10 and 3.13; unknown if this anonymous person will phone in.

This will be added to back-up for both items.

Thank you,

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From: cob@rivco.org <cob@rivco.org>

Sent: Tuesday, October 27, 2020 9:40 AM

To: COB <COB@RIVCO.ORG>

Subject: Board comments web submission



Phone: 9516853377

Agenda Date: 10/28/2020

Agenda Item # or
Public Comment: 3.10 and 3.13

State your
position below: Oppose

Comments: Board members, how enlightening for you to bring these two MOUs together. So the Probation Department staff have been without a contract for over 5 years, and THIS is your offer? I hope that they adequately expressed their disappointment with the lack of effort on behalf of the county AND RSA to represent them in a fair and equitable way. Shame on both parties. While they were without a contract, the LIUNA staff enjoyed the benefits of their last contract (which looks like much of what you're offering Probation staff NOW), which included removal of bottom steps in 2019, a bank of 40 hours, and salary increases. Now the LIUNA staff will continue to receive salary increases, an additional bank of 20 hours, along with classification reviews, increases in medical subsidies AND medical waivers. Great job LIUNA. Maybe you should represent the Probation staff? With all the reforms at the state level, the hammer continues to come down on counties, specifically Probation, to deal with those who are released from prison early for whatever reason. Yes, police and sheriff may also have a role, but these offenders always go directly to Probation. Where is the understanding and empathy for what they do? While state funding may be inadequate, whose role is it to negotiate on their behalf? Isn't that yours and your overpaid lobbyist? These men and women go out into the community alone, unarmed, without adequate safety gear, to knock on doors, KNOWING there are former criminals on the other side. And what respect do they get from their elected officials? NOTHING. I wouldn't blame the Probation Officers for walking out, unionizing, or changing counties. Pandemic be damned, you've had over 5 years to address this inequity and failed.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201020. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

10/27/20 3.13

From: Avalon Edwards <avalon@startingoverinc.org>

Sent: Tuesday, October 27, 2020 11:28 AM

To: COB <COB@RIVCO.ORG>

Subject: Re: comment on 3.4 and 3.13

RECEIVED AFTER
HEARING CLOSED

I am formally submitting both of my written comments for the record as I was not permitted to speak on item 3.4.

Opposition to 3.4:

Good morning Supervisors, my name is Avalon Edwards and I'm a policy fellow with Starting Over Inc. This past Saturday, Riverside residents took hours out of their days to share their county budget priorities to you. One of the most dominant themes in all three listening sessions was the call to reduce county funding to the Sheriff's Department and DA's Office in order to refund community services and programs. Today, the county is receiving \$8.5 million dollars of state funding to "fund jail operations, criminal prosecution, front-line law enforcement, and a comprehensive multi-agency juvenile justice program." These are programs and services currently being funded by both the state and county. With the understanding that the county will continue to receive significant funding from the ELEAS account for the foreseeable future, we ask that ELEAS and other state funding be taken into consideration when configuring the county's annual budget for law enforcement. If the county were to reallocate \$8.5 million dollars of county funding from law enforcement programs otherwise supported by state funding, we could meaningfully invest in housing security and re-entry programs for the most vulnerable in our community. With \$8.5 million dollars, we could build 50 housing units for single-parent families. Or we could build a vocational center to provide re-entry support to our community members leaving prisons and jails. With \$8.5 million dollars, we could fund the construction and maintenance of several youth centers, to provide safe opportunities for youth development instead of funneling our children into the prison system. An additional 8.5 million dollars sounds like pennies to be added to the pre-existing 350 million dollar county budget for the sheriff's department. But that funding is significant, and we ask that the county look at the real options available for us to reinvest in our youth and community wellbeing. Thank you.

Opposition to 3.13:

Good morning, this is Avalon Edwards with Starting Over Inc. This contract includes accountability loopholes, costly raises for probation officers, and unnecessary overtime pay for officers to literally sit at home in a time of profound economic struggle for the county and its residents. Officers are deemed unfit for duty when their supervisors perceive them to be a risk to themselves or the public that they serve. This contract will obligate the county to pay for potentially dangerous officers to refute claims of being unfit for duty. Taxpayer dollars will be spent to keep identified harmful officers working in our communities.

According to Glassdoor, the average annual salary of a Probation officer in Riverside county is \$48,130. If this contract is signed, those probation officers will be earning \$59,127 in 2025. That's 128% of what that officers are earning currently. I would like to remind the board that the average income of a Riverside County resident is \$23,660 a year. These residents have suffered tremendously during the spread of COVID-19, struggling with medical expenses, keeping up with rent, and putting food on the table with reduced hours and jobs lost. The pandemic has caused an urgent need for direct economic support to our struggling community members. This contract plans to siphon millions of dollars of county funding over the next 5 years into guaranteed salary increases and payment cushions for law enforcement officers. Instead, that funding can and should be used for direct aid programs like rental and food assistance for Riverside residents.

Additionally, this contract ensures wages for hours of "standby duty" which requires designated officers to stay home and sober during their standby hours. The residents of Riverside County will literally be paying Probation Officers to sit at home and stay sober. Officers asked to work from home outside of their regular hours will be paid 150% of their regular wage. If the county has the funds to give constant raises to law enforcement officers, then it should have enough money to provide the lifesaving direct aid that is needed by its residents in this economic and public health crisis.

On Tue, Oct 27, 2020 at 11:11 AM Avalon Edwards <avalon@startingoverinc.org> wrote:

I am attempting to give comment on items 3.4 and 3.13.

- Avalon 6506448818

--

Avalon Edwards
Public Policy Fellow
Starting Over, Inc.

10/27/20 3-13

From: Maxwell, Sue

Sent: Tuesday, October 27, 2020 4:37 PM

To: District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG) <District4@RIVCO.ORG>; District2 <District2@Rivco.org>; District3 <District3@Rivco.org>; District5 <District5@Rivco.org>; Supervisor Jeffries - 1st District (district1@rivco.org) <district1@rivco.org>

Subject: October 27 2020 public comment on 3.4 and 3.13 (Avalon Edwards-Starting Over Inc) - Received After Public Hearing Closed

Good afternoon,

Please see Ms. Avalon Edwards email below regarding October 27, 2020 Agenda Items 3.4 and 3.13.

Thank you kindly, and please have a nice evening,

Sue Maxwell

Board Assistant

Riverside County Clerk of the Board of Supervisors

(951) 955-1069 Fax (951) 955-1071

cob@rivco.org

website: <http://rivcocob.org/>

<https://www.facebook.com/RivCoCOB/>



From: COB

Sent: Tuesday, October 27, 2020 3:24 PM

To: Avalon Edwards <avalon@startingoverinc.org>

Subject: October 27 2020 public comment on 3.4 and 3.13 (Avalon Edwards-Starting Over Inc) - Received After Public Hearing Closed

Good afternoon Ms. Edwards,

The Clerk of the Board of Supervisors is in receipt of both emails below, and will forward to the Board of Supervisors on your behalf as requested, but will not be part of the official record due to being received after the Public Hearing closed for these items.

You registered for and called to speak on Items 3.3 (intended to be Item 3.4, which had already been approved*) and 3.13 (for which you did speak).

*Items for which we do not receive requests for public comment (via website or in person) are approved as recommended in a block vote at the beginning of each Board meeting; Agenda items with public comments are "pulled" for decision and voted on separately.

I hope this helps.

As always, we are available should you have questions.

Thank you kindly, and please stay well and be safe,

Clerk of the Board of Supervisors

4080 Lemon Street, 1st Floor, Room 127

Riverside, CA 92501

(951) 955-1060 Fax (951) 955-1071

Mail Stop #1010

cob@rivco.org

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