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



ITEM: 3.21 (ID # 20861) MEETING DATE: Tuesday, January 10, 2023

FROM : HUMAN RESOURCES AND Sheriff :

SUBJECT: HUMAN RESOURCES: Approval of the Side Letter Agreement with the Riverside Sheriffs' Association, Law Enforcement Unit (RSA) Regarding the Mounted Enforcement Detail Specialty Pay, All Districts. [Total Cost \$88,356, with an ongoing cost of \$62,088 - 100% Sheriff Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Side Letter Agreement with the Riverside Sheriffs' Association, Law Enforcement Unit (RSA) Regarding the Mounted Enforcement Detail (MED) Specialty Pay.

ACTION:Policy

nald Sharp chael Bowers 12/28/2022 Michael Bowers, / 12/29/2022 Donald Sharp,

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	January 10, 2023
xc:	H.R., Sheriff

Kimberly Rector Clerk of the Board

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:		Ongoing Cost
COST	\$26,268	\$62,088	\$88,356		\$62,088
NET COUNTY COST	\$0	\$0	\$0		\$0
SOURCE OF FUNDS	Budget Adjustment: No				
	For Fiscal Y	'ear: 22/23			

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The mission of the Riverside County Sheriff's Department is to serve the public by suppressing and preventing crime through the reduction of criminal recidivism. The Department employs over 3,600 dedicated men and women who provide core services throughout the County of Riverside and are dedicated to serving the citizens of its communities with integrity, professionalism, leadership, and loyalty.

The County and the Riverside Sheriffs' Association, Law Enforcement Unit (RSA) have been engaged in Side-Letter negotiations regarding the Mounted Enforcement Detail (MED) Specialty Pay. This specialty pay would apply to Deputies assigned to the MED unit who are involved in the care of horses used in the line of duty. Any employee assigned to MED shall be compensated at the rate of one dollar and eighty-five cents (\$1.85) per hour, plus overtime rates where applicable, for the time actually worked in the MED. In addition, employees will be paid for the off-duty care, feeding and grooming of their horse and the routine, off-duty related maintenance of their horse. The payment for off-duty care shall not exceed \$249.90 per pay period.

The County and RSA have reached mutual agreement on this specialty pay and attached is a fully executed Side Letter agreement.

Impact on Residents and Businesses

This agreement will have no direct impact on the residents and businesses of Riverside County.

<u>Attachments</u> Attachment A: Side Letter with RSA Attachment

eghan Hahn 12/29/2022

SIDE LETTER OF AGREEMENT BETWEEN COUNTY OF RIVERSIDE

AND

RIVERSIDE SHERIFFS' ASSOCIATION LAW ENFORCEMENT UNIT (LEU)

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

The Parties agree to add Section 3(I)(8) Special Assignments in Law Enforcement of Article V – Workweek, Overtime and Premium Pay Provisions of the 2019 - 2024 Memorandum of Understanding ("MOU") to include the Mounted Enforcement Detail (MED) Specialty Pay.

I. <u>Special Assignments in Law Enforcement.</u> Any member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County shall be entitled to specialty pay, where applicable, in addition to their regular hourly rate as follows:

It is expressly understood that specialty assignments are subject to rotation and removal from such duties at the discretion of the Department.

Removal from a specialty pay assignment is not a grievable issue under the Grievance Procedure unless it is alleged that the removal was a disciplinary or punitive action in which case the matter may be heard in the Disciplinary procedure.

With the exception of K-9 and Crisis Negotiator special assignments, the following specialty pay does not apply to vacation, sick leave, Workers' Compensation leave or holiday pay.

The provisions for Training Officer, Hazardous Device Team, Mounted Enforcement Detail, and K-9 below apply when such assignments have been authorized or verified by the Department Head or designee in writing.

- 8. <u>Mounted Enforcement Detail (MED).</u> Any employee assigned to MED shall be compensated at the rate of one dollar and eighty-five cents (\$1.85) per hour, plus overtime rates where applicable, for the time actually worked in the MED. The differential shall not be paid during any leave (paid or unpaid) where the employee is no longer responsible for the horse.
 - a. Mounted Enforcement Detail Compensation for Off-Duty Work
 - 1. Employees assigned to Mounted Enforcement Detail shall be paid for the off-duty care, feeding and grooming of their Horse and the routine, off-duty related maintenance of their horse. The County and the Association have considered the time that employees assigned to horse duty typically spend

on off-duty horse care and determined it to be ten (10) hours per pay period.

- 2. Employees assigned to Mounted Enforcement Detail shall be paid ten (10) hours per pay period of overtime rate of pay based on the Mounted Enforcement Detail rate. In addition, employees assigned to Mounted Enforcement Detail are not permitted to work more than ten (10) hours per period on off-duty horse-related duties as the County is not paying for more than ten (10) hours per pay period and employees are not permitted to work off the clock. The horse care pay rate shall be \$16.66 per hour paid at time and one half. This equates to \$249.90 per pay period. Employees assigned to this detail are eligible for the off-duty premium when they are responsible for the care of the animal including when on leave however, if an employee is off on an unpaid leave this premium shall not apply.
- 3. In addition to the ten (10) hours of pay per pay period described in the preceding paragraph, employees assigned to Mounted Enforcement Detail shall be paid for off-duty veterinary visits and extraordinary off-duty care, provided that, absent an emergency, the employee shall obtain supervisor approval for such care and shall provide appropriate payroll documentation.
- An employee on any leave who does not have responsibility 4. for the horse will not receive the compensation provided herein.

The terms of this side letter shall be incorporated into the final MOU between the parties. All other terms and conditions of the MOU between the County and SEIU remain unchanged by this side letter.

The terms of this side letter shall become effective the first full pay period following approval by the Board of Supervisors.

FOR THE COUNTY OF RIVERSIDE

Steven Espinoza Assistant Human Resources Director

2/20/2022

FOR THE RIVERSIDE SHERIFFS' ASSOCIATION

William Young, RSA President

12/19/22 Date

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FOR THE COUNTY OF RIVERSIDE

Steven Espinoza

Assistant Human Resources Director

2/20/2022

FOR THE RIVERSIDE SHERIFFS' ASSOCIATION

William Young, RSA President

12/19/22 Date