

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



ITEM: 3.23
(ID # 20561)

MEETING DATE:
Tuesday, March 12, 2024

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: County of Riverside & Service Employees International Union Qualifying Sick Leave Payout Side Letter. All Districts [Total Cost - \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Side Letter to allow SEIU General Unit represented employees to make an irrevocable election for the value of qualifying sick leave payout upon retirement.

ACTION:


Sarah Franco, Assistant County Executive Officer 3/7/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries 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: March 12, 2024
xc: H.R.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approved

BACKGROUND:

Summary

During the negotiations for the 2020 – 2024 Memorandum of Understanding (MOU) between the County and SEIU, the parties agreed to form a Leave Allocation Committee. The committee consisted of representatives from both SEIU and the County for the purpose of recommending lawful alternatives to replace or supplement the existing sick leave to Voluntary Employee Benefit Association (VEBA) plan.

Currently, SEIU General Unit represented employees who have at least five years of continuous County service who either retire or upon death have the value of their qualifying sick leave automatically deposited into the VEBA, up to the limits set forth in the MOU.

The Leave Allocation committee met and conferred and came to an agreement to allow SEIU General Unit represented employees to make a one-time irrevocable election, upon hire into an SEIU represented classification, to either the VEBA and/or a 457 Deferred Compensation plan as follows:

1. 100% into a 457 account (up to the maximum allowable amount, including allowable catch-up contributions, with any excess to be paid to the employee.)
 - a. If an employee dies prior to retirement without making an election, the balance will be paid to the estate.
2. 100% into VEBA
3. 50% into a 457 account and 50% into a VEBA account

If the employee does not make an election, the value of the qualifying accumulated sick leave will be paid into the employee's 457 account. If the employee does not have a 457 account at the time of retirement, their demographic information will be forwarded to the Deferred Compensation administrator with the value of the qualifying sick leave payout and a 457 account will be established for monies to be deposited into.

There is no financial impact with this agreement as the amounts previously paid out to employees remain status quo; the change is that employees are able to designate where the value of the qualifying sick leave payout will be allocated upon retirement by making the one-time irrevocable election, at time of hire.

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Impact on Residents and Businesses

There is no impact to Residents or Businesses.

ATTACHMENTS:

Fully executed Side Letter between SEIU and the County of Riverside



Alonzo Barrera, Principal Management Analyst 3/7/2024

SIDE LETTER OF AGREEMENT

BETWEEN

COUNTY OF RIVERSIDE

AND

THE SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 721

This Side Letter of Agreement ("Agreement") between the County of Riverside ("County") and the Service Employees' International Union, Local 721 ("SEIU") (collectively "Parties") is entered into with respect to the following:

The Parties agree to amend Article 8, Section 1(E) – Leave Provisions of the 2020 - 2024 Memorandum of Understanding ("MOU") to incorporate:

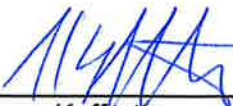
E. Payout for Sick Leave:

1. Unused accumulated sick leave shall be paid as listed below subject to the following criteria:
 - a. The employee has at least five (5) years of continuous service;
 - b. Upon service retirement, disability retirement or death of an employee (unused accumulated sick leave balances are forfeited in the event an employee terminates employment for any reason other than service retirement, disability retirement or death of an employee); and
 - c. The provisions of any applicable agreement between the employing agency and the Public Employees' Retirement System.
2. The value of such payout shall be as follows:
 - a. Employees with at least five (5) but less than fifteen (15) years of continuous service shall be paid fifty percent (50%) of the employee's final sick leave balance (not to exceed nine hundred sixty (960) hours) at their base pay rate.
 - b. Employees with fifteen (15) or more years of continuous service shall be paid one hundred percent (100%) of the employee's final sick leave balance (not to exceed nine hundred sixty (960) hours) at their base pay rate.
3. Employees who are hired into an SEIU represented classification shall submit to Human Resources, no later than sixty (60) days following hire into the SEIU represented classification, an irrevocable election identifying which account(s) qualifying sick leave balances, in the amount applicable pursuant to Article 8 Section E(2)(a)-(b), shall be deposited into. Each employee shall have the following election options:
 - a. One hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited into the employee's 457 Deferred Compensation account, up to the legal limit, and any remaining monies shall be paid to the employee.

- b. One hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited into a Voluntary Employees' Beneficiary Association (VEBA).
 - c. Fifty percent (50%) of the payable value of the qualifying sick leave balance shall be deposited to the 457 Deferred Compensation Account, up to the legal limit; fifty percent (50%) of the payable value of the qualifying sick leave balance shall be deposited to the VEBA, and any remaining payable value of the qualifying sick leave balance shall be paid to the employee.
 - d. Absent an irrevocable election on file by the employee, one hundred percent (100%) of the payable value of the qualifying sick leave balance shall be deposited to the 457 Deferred Compensation account, up to the legal limit, and any remaining monies shall be paid to the employee. If the employee does not have a 457 Deferred Compensation account at the time of retirement, the employee's demographic information will be forwarded to the appropriate administrator of the 457 Deferred Compensation program with the payable value of the qualifying sick leave and a 457 Deferred Compensation account will be established and monies will be deposited accordingly.
 - e. An employee's one-time, irrevocable election shall remain in effect for the duration of time they are in an SEIU represented classification. Should the employee transition to a classification in another bargaining unit, and subsequently return to an SEIU represented classification, their initial irrevocable election will remain in effect; the employee will not be able to make another election.
4. To facilitate such election, the County shall provide access to a Deferred Compensation Account (457) and/or a Voluntary Employees' Beneficiary Association (VEBA) account wherein the payable value of qualifying final sick leave accrual balances will be deposited, up to the legal limit.
 5. Payment resulting from death, up to the limits set forth in the MOU, shall be made to the persons entitled to otherwise, in accordance with the Probate Code.

The parties also agree that each employee currently covered under this MOU shall submit to Human Resources, no later than sixty (60) days following the effective date of this Side Letter, an irrevocable election identifying which account(s) qualifying sick leave balances shall be deposited into. The effective date of the change shall be the first pay period following Board of Supervisor's approval, which will allow employees adequate time to submit their irrevocable elections and implementation of this change.

Steven Espinoza 2/22/24
 Steven Espinoza, Date
 Assistant Human Resources Director
 County of Riverside

 1-17-24
 Steve Koffroth Date
 Chief Negotiator
 SEIU, Local 721

From: Aquia Mail
Sent: Monday, March 11, 2024 7:16 PM
To: matuslisa@gmail.com
Cc: Clerk of the Board
Subject: Request to Speak Web Submission



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 20240312**. 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.

Submitted on March 11, 2024

Submitted values are:

First Name

Lisa

Last Name

Matus

Address (Street, City and Zip)

36892 Gallery Lane

Phone

9517838624

Email

matuslisa@gmail.com

Agenda Date

03/12/2024

Agenda Item # or Public Comment

3.23