

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



ITEM: 3.15
(ID # 28747)

MEETING DATE:
Tuesday, September 09, 2025

FROM : HUMAN RESOURCES

SUBJECT: HUMAN RESOURCES: Approval of the Side Letter Agreement with the Service Employees' International Union, Local 721 (SEIU) to add the Supervising Sheriff's Corrections Assistant classification to various differential provisions and clean up the language of these provisions. [Total Cost - \$101,800, Ongoing Cost \$56,315 – 100% Departmental Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Side Letter Agreement with the Service Employees' International Union, Local 721 to add the Supervising Sheriff's Corrections Assistant to various differential provisions and language clean up.

ACTION:


Tami Douglas-Schatz, Director of Human Resources 8/21/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Perez and Gutierrez
Nays: None
Absent: Washington
Date: September 09, 2025
xc: HR

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$45,485	\$56,315	\$101,800	\$56,315
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Departmental Budget			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Pursuant to the Myers Milias Brown Act, the County has reached a tentative agreement via Side Letter with SEIU, subject to the Board's approval, to modify certain provisions of the parties Memorandum of Understanding (MOU).

The terms of the Side Letter include adding the Supervising Sheriff's Corrections Assistant to Article 5, Section 2, Overtime Exception provision. The existing provision ensures employees in the identified classifications are paid time and one half when they work an extra shift or shifts beyond their regular shift pattern, regardless of meeting the Fair Labor Standards Act (FLSA) threshold. It also includes adding the Supervising Sheriff's Corrections Assistant to Article 10, Section 1(C) – Holiday Special Provisions which provides employees in the identified classifications who work on a County holiday are paid time and one half up to 12 hours. Additionally, the Side Letter will create an additional premium for this classification that will pay \$1.00/per hour, for all hours actually worked in a detention facility. This new premium is in alignment with a premium pay provided to subordinate classifications.

Lastly, the County has been providing employees in the Sr. Sheriff's 911 Communications Officer and Sr. Fire Communications Dispatcher classifications the premium pay per the overtime exception provision referenced above and employees in the Sheriff Records/Warrants Supervisor and Supervising Telephone Report Unit Officer classifications the premium pay for the holiday special provision also referenced above, although these classes were previously inadvertently omitted in the existing MOU language. To ensure transparency and clarity, the classes are being added to the MOU language as clean up via this Side Letter, but there are no additional/new costs for Departments as the Departments have already been paying for these clean-up items.

Full details of the Side Letter Agreement can be found in the attachment.

Impact on Residents and Businesses

While there is no immediate impact on residents and businesses as a result of this Side Letter, approving the addition of the Supervising Sheriff Corrections Assistant classification to certain premium pays ensures their compensation aligns with County operations, which helps to foster job satisfaction and contributes to employees feeling valued, which in turn, provides for better service delivery to residents and businesses.

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Additional Fiscal Information

Cost of adding the classification to Article 5, Section 2 - \$21,637/year

Cost of adding the classification to Article 10, Section 1(C) - \$16,678/year

Cost of creating the new detention premium pay - \$18,000/year

Total Annual Cost - \$56,315

The Sheriff's Department is able to absorb the cost of the premium pay within their current budget.

ATTACHMENTS:

ATTACHMENT A. Fully Executed Side Letter between the County of Riverside and the Service Employees International Union, Local 721

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 5, Workweek, Overtime and Premium Pay, Section 2(A), Overtime; Section 3, Premium Pay; and Article 10, Holidays, Section 1(C)(5), Special Provisions of the 2024 - 2027 Memorandum of Understanding ("MOU") as follows:

ARTICLE 5

WORKWEEK, OVERTIME, AND PREMIUM PAY

Section 2. Overtime

- A. Overtime. Overtime work is authorized work in excess of the forty (40) hours in the established FLSA work week unless otherwise specified in this MOU. Only actual hours performing work shall count towards the computation of overtime.

Time off due to low census staffing at RUHS-Medical Center (as addressed in Article 32) shall not be counted towards the calculation of FLSA overtime in an established work week.

Exceptions:

1. Fire Communications Supervisor, Sheriff's Communications Supervisor, Sheriff's Records/Warrants Supervisor Classifications, Sr. Sheriff's 911 Communications Officer, Sr. Fire Communications Dispatcher and Supervising Sheriff Corrections Assistant. If employees are required to work an extra shift or shifts beyond their regular shift pattern, they shall be paid at one and one-half (1½) times their base rate of pay. This provision applies only to extra shift(s) or shift extension(s) that are identified on the schedule or given as mandatory work assignments and does not apply to other voluntary work assignments taken by the employee during the workweek.

ARTICLE 5

WORKWEEK, OVERTIME, AND PREMIUM PAY

Section 3. Premium Pay

All premium pay provided under this Section shall be compensated only for time actually worked in the assigned premium capacity unless expressly provided. Premium pay shall not apply to any leave time unless expressly provided. Employees must be in a paid status to receive premium pay.

EE. Sheriff Detention Differential:

Incumbents in the Supervising Sheriff Corrections Assistant classification shall receive a Detention Differential of one dollar (\$1.00) per hour for hours actually worked in a detention facility.

ARTICLE 10
HOLIDAYS

Section 1. Paid Holidays

C. Payment for the Holiday

5. Special Provisions. Notwithstanding the above, any employee in the class of Sheriff's Communication Supervisor, Senior Sheriff's 911 Communications Officer Senior Public Safety Communications Officer, Sheriff Records/Warrants Supervisor, Supervising Telephone Report Unit Officer or Supervising Sheriff Corrections Assistant whose regularly scheduled working day falls on a paid holiday, and who actually works on that holiday, shall be entitled to not more than twelve (12) hours of compensation at the rate of one and one-half (1-½) times the employee's regular rate of pay in addition to their regular rate of pay for the time actually worked. Accumulated holiday credit earned at the expiration of each prescribed pay period, upon election of the employee may be accumulated to their accumulated holiday credit or be paid to the employee by County Warrant.

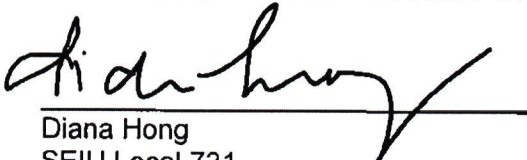
The effective date of the change shall be the first full pay period after execution by both parties and approval by the Board of Supervisors.

FOR THE COUNTY OF RIVERSIDE


Tami Douglas-Schatz,
Human Resources Director

7/22/2025
Date

FOR THE SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 721


Diana Hong
SEIU Local 721
Interim Coordinator

7/22/2025
Date