

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} ~~months~~^{(63) years} 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