

COUNTY OF RIVERSIDE

Last, Best and Final Offer

November 7, 2011

This offer is conditional upon ratification by SEIU members and by adoption of the Board of Supervisors (the 'Board'). The parties agree that the following changes to the terms and conditions of employment shall be included in the successor Memorandum of Understanding (the 'MOU') and that the current MOU shall be amended accordingly by these changes. In the event this offer is rejected, the parties reserve the right to withdraw any and / or all of the changes contained herein. This offer shall not be construed as a precedent. This offer expires Monday, November 14, 2011 at 12:00 p.m.

- 1) All terms and conditions as contained in the 2010-11 MOU shall remain the same except as set out below.
- 2) Amend Section 1 (Term) – Effective date to be date of adoption by the BOS and expiry date of June 30, 2014 (32 months).
- 3) Article 5, Sub-section 1 (A) amended by adding the following to the end of the special provision & Section 1 (F) is suspended for the duration of the MOU:

“Effective the first full pay period following July 1, 2012, one (1) step increases of approximately 2.71% shall be re-introduced for those employees who are qualified for a step advance. Employees shall receive their first step increase in accordance with their regular anniversary date.”

- 4) Effective July 1, 2012 add one (1) additional step to the top of the wage scales for all SEIU classifications. Employees who have been at top step for a year or more shall immediately become eligible for a step advance at the start of the full pay period after July 1, 2012. Those not at top step for a year or more shall become eligible for the additional step on their anniversary date.
- 5) Revise Article 6, section 2 to add a second tier CalPERS pension formula for new hires, as follows:

“Notwithstanding any other provision contained in this MOU, all employees hired after date of adoption by the BOS and as soon as legally permissible

shall receive a CalPERS defined benefit pension plan based on a 2% @ 60 formula. Employees shall receive a retirement benefit under this formula according to CalPERS rules based on their highest consecutive 3-year average earnings. It is understood and agreed that this new eligibility and averaging formula does not affect existing employees who were hired prior to date of adoption by the BOS”.

- 6) **Revise Article 6, Section 2 (B) to eliminate Employer Paid Member Contributions (EPMC). All employees shall be required to pay their own member contribution towards CalPERS as follows:**
 - a) **Employees hired after November 30, 2011, shall pay the full CalPERS member contribution from first day of hire.**
 - b) **Existing employees, currently paying their member contribution, shall be required to continue to pay the full member contribution.**
 - c) **Effective first pay period following Board adoption employees not currently paying any CalPERS member contribution (i.e. those with five (5) years of service or more) shall be required to pay 3%; Effective July 12, 2012, employees shall be required to pay a further 3% of their member contribution; Effective July 11, 2013, employees shall be required to pay an additional 2%, for a total of 8% over the term of this agreement.**

- 7) **Delete current Article 30, section (A) thru (C) and replace with the following:**

“Special Provision for resolution of Future Compaction Issues”

Salary Compaction - During the term of this agreement, the maximum base salary of a supervisory classification shall be maintained at a minimum rate of five and one-half percent (5.5%) above the base salary received by their highest paid subordinate classification. Salary adjustments following the guidelines as set forth in Section 2(A) and (B) shall be made to any supervisory classification that is determined to be compacted with the exception that such adjustments will become effective within sixty (60) days of the compaction study being finalized.

At no time shall reductions in the hourly rates of pay or salary ranges in any subordinate classifications result in any reductions in the hourly rates of pay or salary ranges of any employee in the Supervisory Unit.

A. Salary Adjustments due to Compaction. Supervisory classifications requiring salary adjustments due to compaction will be adjusted as follows:

I) Classifications with 0.01% - 2.70% compaction will have one (1) additional step added to the top of their salary ranges.

II) Classifications with greater than between 2.71% - 5.42% compaction will have two (2) additional steps added to the top of their salary ranges.

III) Classifications with compaction greater than 5.42% compaction will have the overall percentage of compaction factored into a new salary range and have two (2) additional steps added to the top of their salary ranges.

B. Effective date of Salary Adjustments

Incumbents of any supervisory classification that are at the maximum step of the salary range prior to any adjustment due to compaction shall receive the additional step increases added to their classification under salary adjustment I, or II above to immediately return these employees to the top step of the new salary range.

Incumbents of any supervisory classification that are not at the maximum step of the salary range prior to any adjustments due to compaction, but whose classification requires a new salary range established under these guidelines set forth in (III) above, shall be compensated at their current step on the new salary range until their regularly scheduled step increase date and following the provisions for step advances set forth in section 1 of Article 5 and as amended by this proposal.

Incumbents of any supervisory classification listed above that are not at the maximum step of the salary range prior to any adjustments due to compaction and whose classification adds new steps to the salary range under the guidelines set forth in (I) or (II) above shall remain at their current step until their regular step increase date and following the provision for step advances set forth in Section 1 of Article 5 and as amended by this proposal.

- 8) Add the following new section to Article 29 (Compensation) – “Effective date of adoption by the BOS, add two (2) steps to the bottom of each salary range for a minimum of a 5.5% reduction to the starting pay of all**

SEIU classifications". Employees who enter SEIU represented positions from non-SEIU represented bargaining units or non-represented employees will be subject to the above.

- 9) The County is amending its proposal dated June 13, 2011, related to the Fairness Agreement in Article 34 and see attached dated November 7, 2011, for revisions.

10) Amend Article 31 (Union Rights) by adding:

New a) Bulletin Board space will be visible and accessible to all SEIU represented employees at the work site;

b) Release time reports shall be provided to SEIU on a monthly basis. Such reports shall be provided in electronic format to the union by the 10th business day of each month. The union agrees to provide the County with a reconciliation of such hours within ten (10) business days of receipt of the monthly report. All requests for release time by the union shall be processed by the County within a reasonable time from receipt of the request.

No premium
c) Employees granted release time under this article shall not suffer any loss in compensation for actual hours released. The County shall provide the union with a total count of SEIU represented employees, for all bargaining units covered under this MOU, calculated from the first pay period in January and July of each year. The aggregate total of the time bank for each calendar year shall be established from the average of these two (2) total employee counts. Release time under this provision shall be granted upon reasonable advance notice to the County. For the purposes of this section, reasonable notice is considered at least four (4) weeks prior to the date of the planned activity. In the event the union fails to provide such reasonable notice, the County may deny the request if the Employee's absence would negatively affect County services or operations.

- change interpretation
d) The County agrees that union release time may also be used for attendance at SEIU conventions.

e) Section 10 Regional Council Meetings - County employees assigned to work in 24/7 facilities, who are working other than on a day shift, shall be allowed additional release time in such a manner, that the total amount of release time utilized by the union under this provision does not exceed eighty (80) hours per month.

- f) At the time of the request, the employee and or union must identify the union function that they are seeking to attend.
- 11) Nurse side table to determine Nursing issues. Everything in this last, best and final offer applies to nursing classifications. Additional items may be negotiated at the meetings with nurses, but they will relate only to Nursing Classifications at the Riverside County Regional Medical Center (RCRMC) and the Arlington Campus.
- 12) All signed tentative agreements (TAs) reached during these negotiations shall be included into the new MOU.
- 13) All outstanding County proposals are withdrawn.
- 14) All outstanding union proposals are withdrawn.
- 15) Unless otherwise expressed, nothing in this agreement is retroactive.
- 16) The parties agree to withdraw their respective PERB charges in connection with these negotiations.
- 17) The County shall make the appropriate changes to the MOU as outlined in this LBFO within thirty (30) days of the date of signing this agreement and shall forward the MOU to the union for ratification.
- 18) Plus additional counter proposals attached hereto.

Dated this _____ day of _____, 2011.

For the County of Riverside

For the SEIU, Local 721

Brian B. McArthur
Director of Employee Relations

Wendy Thomas
2011 Chief Negotiator

County reserves the right to add to, delete or otherwise modify this proposal at any time during the bargaining process.

ARTICLE 34
FAIRNESS AGREEMENT

During the term of this MOU, it is agreed that SEIU members shall receive the same across the board wage and/or benefit increases that LIUNA and General Management, Confidential and Unrepresented employees (as described in the Management Resolution) receive. It is understood and agreed; however, that this provision does not apply to the restoration of any previously negotiated or imposed considerations including but not limited to wages, flexible benefits contributions, 401(a) contributions, step (merit) increases or any other term and/or condition of employment that had been deferred, imposed or negotiated in prior or future MOU's/Resolution. SEIU understands that the County is currently seeking pension reform with all bargaining units and to that end it understands that any agreement or imposition of the terms of how pension reform is taken shall not trigger this fairness agreement. It is understood and agreed that this clause shall not be triggered in the event the County provides single or multi-class economic considerations for designated job classes including but not limited to issues concerned with:

1. Recruitment/Retention
2. Compaction
3. Parity (internal/external)

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.

Brian McArthur _____ Date
County of Riverside

Wendy Thomas _____ Date
SEIU Local 721

County reserves the right to add to, delete or otherwise modify this proposal at any time during the bargaining process.

* The balance of the MOU language remains unchanged except as noted below.

ARTICLE 5
PAY PRACTICES

- C. Electronic Pay Advice. The County completed its transition to an electronic pay advice system and effective February 23, 2011, the County shall no longer mail pay advices. The electronic pay advice system will permit employees to view/print current and previous bi-weekly pay advice/stubs. Employees that do not have access to a secure computer at their worksite to view, save, or print their pay advice may, upon request, receive a copy from their department payroll representative.

This tentative agreement is subject to the ratification of the entire MOU by the SEIU members and the adoption of the Board of Supervisors.

Brian McArthur
County of Riverside

Date

Wendy Thomas
SEIU Local 721

Date

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* The balance of the MOU language remains unchanged except as noted below.

ARTICLE 7
LEAVE PROVISIONS

Section 1. Sick Leave

D. Reason for Usage. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family, for this purpose, is defined to mean the employee’s spouse, child, parent, brother, or sister (including step-relatives and in-laws of the same categories), domestic partner (registered with the Secretary of State and providing a Declaration of Domestic Partnership), and child of a domestic partner. Family shall also include grandparents and/or grandchildren if the employee is the primary care giver for such.

Every regular employee shall be allowed to use accrued vacation, compensatory time, or holiday time when sick leave has been exhausted due to extended illness or injury unless they are on a medical certification program in accordance with subsection B(1.) of this section.

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Brian McArthur
County of Riverside

Date

Wendy Thomas
SEIU Local 721

Date

County reserves the right to add to, delete or otherwise modify this proposal at any time during the bargaining process.

*Article placement to be determined by County.

Recruitment and Retention - SEIU Classes in the Riverside County Sheriff's Department

The parties agree that no later than June 30, 2012, they shall meet and consult to discuss issues of recruitment and retention of SEIU classifications in the Riverside County Sheriff's Department.

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Brian McArthur
County of Riverside

Date

Wendy Thomas
SEIU Local 721

Date