

SIDE LETTER TO THE

2020-2024

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN

THE COUNTY OF RIVERSIDE ("County")

AND

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777 ("LIUNA")

The parties hereto agree to amend Article IV, Workweek, Overtime and Premium Pay, Section 3, Premium Pay, of the 2020-2024 MOU between LIUNA and the County as follows:

H. Communications Training Officer ("CTO") Differential

1. Differentials:

- a. A Fire Communications Call Taker, Fire Communications Dispatcher, Sheriff's 911 Call Taker, or Sheriff's 911 Communications Officer shall receive a 5.5% increase at the start of the next pay period following the presentation of proof by the employee of successful completion of the Public Safety Answering Point (PSAP) and radio training. If the salary range is unable to accommodate the increase, incumbents shall be placed at the maximum rate of the salary range.
- b. A Fire Communications Call Taker, Fire Communications Dispatcher, Sheriff's 911 Call Taker, or Sheriff's 911 Communications Officer who is being compensated at less than the top of the salary range shall receive a 2.71% increase at the start of the next pay period following the employee's presentation of proof of a Commission on POST Public Safety Dispatcher's Certificate or Emergency Fire Dispatcher/Emergency Medical Dispatcher Certificate. If the salary range is unable to accommodate the increase, incumbents shall be placed at the maximum rate of the salary range.
- c. A Fire Communications Call Taker, Fire Communications Dispatcher, Sheriff's 911 Call Taker, or Sheriff's 911 Communications Officer who is being compensated at less than the top of the salary plan/grade, and has been selected and trained as a trainer, shall receive a 2.71% increase at the start of the next pay period following the successful completion of such training. If the salary range is unable to accommodate the increase, incumbents

shall be placed at the maximum rate of the salary range. Such employee shall also receive fifty cents (\$0.50) per hour worked for each hour in which he/she is actually engaged in training other Fire Communications Call Takers, Fire Communications Dispatchers, Sheriff's 911 Call Takers, or Sheriff's 911 Communications Officers.

- d. It is not the intent of this agreement to change the anniversary date for future salary increases granted by the appointing authority.

2. Selection of Communications Training Officer (CTO) (Fire and Sheriff Departments)

- a. Sheriff's 911 Call Taker or Sheriff's 911 Communications Officer II with a current POST Certificate or a Fire Communications Call Taker or Fire Communications Dispatcher II with a current EMD/EFD Certificate.
- b. CTO candidates must have good attendance, communication skills, inter-personal skills, writing skills and the ability for self-initiated activity. CTO candidates must possess dispatch operational knowledge and overall knowledge of Department Policy and Procedures.
- c. CTO candidate's skills and performance will be reviewed by a 3-member panel prior to appointment. For the Fire Department, the panel will consist of the Emergency Command Center ("ECC") Supervisor, a Senior Fire Communications Dispatcher and the ECC Battalion Chief. For the Sheriff's Department, the panel will consist of two (2) Communications Supervisors and a current CTO. Candidates will participate in an oral evaluation conducted by the panel. The oral evaluation will include an interview and a short oral presentation on any training issue.
- d. Candidates must submit an application to the Dispatch Training Unit through the chain of command.
- e. Performance evaluations must reflect a "Meets Standards" and/or above ratings. Once CTO status is conferred, a "Meets Standards" and/or "Exceeds Standards" rating must be maintained.
- f. Applicant must attend a POST CTO Academy within a year during their assignment and successfully complete it. This requirement does not apply to the Fire Department.
- g. Applicant must maintain a "Satisfactory" rating on evaluations by the Sheriff's Dispatch Training Unit, given every six (6) months. For the Fire Department, applicants must maintain a "Satisfactory" rating on the annual performance evaluation.
- h. Approval by Commander or designee.

3. De-Selection of Communications Training Officer

- a. CTO may elect to temporarily or permanently be removed as a CTO. Memo must be submitted by CTO to the Dispatch Training Unit via chain of command.

At any time a CTO may be de-selected or removed from the CTO program for any of the following reasons.

b. Factors that lead to de-selection or removal of CTO

1. Communication Skills.

- a. Numerous grammatical errors in evaluation.
- b. Verbally confrontational with co-workers, trainees, supervision.
- c. Negative presentation towards the Department or policy/procedures.

2. Relationship with others.

- a. Lack of enthusiasm towards training.
- b. Negative or unprofessional interaction, directly or perceived, with trainee, co-workers, or supervision; i.e. gossip, overly defensive or immature degrading remarks toward another.
- c. Unable to work as a team player.

3. Judgment.

- a. Decisions, which are not sound and unable to defend.
- b. Unable to satisfactorily carry out oral or written instruction.
- c. Unable to grasp an overall understanding of Department policy/procedure.
- d. Breach of confidentiality.
- e. Unable to recognize the difference between personal and professional conduct.

4. Participation.

1. Unwillingness to accept and complete at least one assignment as a CTO in a twelve-month period.
2. Excessive absences, leave of absence or abusive sick leave that will make the CTO unavailable to train.

5. Evaluation Ratings.

- a. Failure to maintain a "Meets Standards" rating on the annual performance evaluation.
- b. Failure to maintain a "Satisfactory" rating on Dispatch Training Unit Evaluation.

1. If an unsatisfactory evaluation is received from the Training Unit, the CTO would then be placed on a three (3) month probationary period with interim evaluations. The first interim evaluation will be received within forty-five (45) days. A second interim evaluation will be received at ninety (90) days*. At the end of 90 days the CTO will be removed from probationary status as a CTO or will be recommended for removal from the CTO program.

**This is based on CTO actively training or time can be extended.*

6. Professionalism.

- a. If a CTO is the subject of a Personnel Investigation (PERS), by the Department, the CTO's duties will be suspended upon approval of the Commander.
- b. Any CTO is subject to immediate removal based on any violation of Department General Orders and/or County Policy and Procedures, that are hazardous or severely detrimental to the well-being of the trainee; i.e. sexual harassment, hostile work environment, etc.

4. The Commander will have final review of any appointment or rejection of candidates and the de-selection of current CTO's.

I. Education Pay for Peace Officer Standards and Training (P.O.S.T.) Certification

1. Employees in the classifications of Sheriff's 911 Call Taker, Sheriff's 911 Communications Officer I, or District Attorney Public Safety Dispatcher who possess a valid Basic, Intermediate, or Advanced P.O.S.T. certification

shall receive an hourly differential for all hours actually worked as follows:

- a. Basic P.O.S.T. Certification – equal to four percent (4%) of the employee's base hourly rate of pay paid as a differential
- b. Intermediate P.O.S.T. Certification - equal to seven percent (7%) of the employee's base hourly rate of pay paid as a differential
- c. Advanced P.O.S.T. Certification - equal to twelve percent (12%) of the employee's base hourly rate of pay paid as a differential.

The pay shall be provided the first full pay period following acquisition of the P.O.S.T. Certification. In addition, to remain eligible for the P.O.S.T. Certification pay the employee must maintain certification. In the event an employee does not recertify, the pay shall cease effective the first day of the pay period following expiration of the certification.

2. Employees in the classification of Sheriff 911 Communications Officer II who possess a valid Intermediate Certificate, but not an Advanced Certificate, issued to them by the Commission on Peace Officer Standards and Training of the State of California, shall be compensated at a rate which is six percent (6%) higher than the base hourly rate of pay the employee was receiving prior to certification. If they possess a valid Advanced Certificate issued to them by said Commission, whether or not they possess the Intermediate Certificate, they shall be compensated at a rate which is eleven percent (11%) higher than the base hourly rate of pay the employee was receiving prior to certification.

The applicable rate for possession of the Intermediate Certificate shall be indicated in the Table and Index by the letter "A" following the class title, and for the Advanced Certificate, by the letter "B", each with an appropriate code number, but in the departmental sections the basic position code number and class title shall be deemed to include positions occupied by incumbents possessing either of said certificates.

- a. Employees in the classification of Sheriff 911 Communications Officer II who possess a valid Basic, Intermediate, or Advanced Certificate, shall receive an hourly differential for all hours actually worked as follows:
 - (a) Basic P.O.S.T. Certification – equal to four percent (4%) of the employee's base hourly rate of pay paid as a differential
 - (b) Intermediate P.O.S.T. Certification – an additional one percent (1%) of the employee's base hourly rate of pay paid as a differential
 - (c) Advanced P.O.S.T. Certification - an additional one percent (1%) of the employee's base hourly rate of pay paid as a differential

The pay shall be provided the first full pay period following acquisition of the P.O.S.T. Certification. In addition, to remain eligible for the P.O.S.T. Certification pay the employee must maintain certification. In the event an

employee does not recertify, the pay shall cease effective the first day of the pay period following expiration of the certification.

Effective the start of the first full Pay Period following Board approval, in exchange for the P.O.S.T. Pay increases contemplated above, the Sheriff's Communication Officer Series shall no longer be eligible for payments pursuant to the Board of Supervisors Policy C-26 – Hiring/Retention Bonus Program. Employees who have remaining eligibility for payments under Board Policy C-26 shall be granted a final payment on a pro rata basis from the last payment date at the appropriate rate for the current period and no further payments.

J. Education Pay for Fire Call Dispatcher (FCD) Certification. Employees in the classifications of Fire Communications Call Taker, Fire Communications Dispatcher I, or Fire Communications Dispatcher II who possess a valid FCD certification shall receive an hourly differential for all hours actually worked as follows:

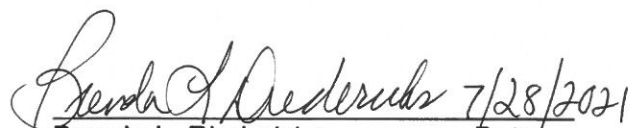
- a. Basic FCD Certification – equal to four percent (4%) of the employee's base hourly rate of pay paid as a differential
- b. Intermediate FCD Certification - equal to seven percent (7%) of the employee's base hourly rate of pay paid as a differential
- c. Advanced FCD Certification - equal to twelve percent (12%) of the employee's base hourly rate of pay paid as a differential.

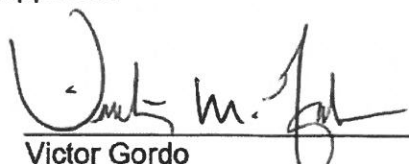
The pay shall be provided the first full pay period following acquisition of the FCD Certification. In addition, to remain eligible for the FCD Certification pay the employee must maintain certification. In the event an employee does not recertify, the pay shall cease effective the first day of the pay period following expiration of the certification.

Basic, Intermediate, and Advanced FCD Certification shall be established using an equivalency matrix with comparable education, years of experience, and training credits to that established under P.O.S.T.

The terms of this Side Letter shall be incorporated into the successor MOU between the County and LIUNA unless otherwise negotiated. In the event a successor MOU is not achieved, the terms of this Side Letter shall remain effective. All other terms and conditions of the MOU between the County and LIUNA remain unchanged by this Side Letter.

The terms of this Side Letter shall become effective the start of the first full pay period following signature by both parties and Board approval.


Brenda L. Diederichs 7/28/2021
Asst. County Executive Officer/
Human Resources Director
County of Riverside

 7/15/21
Victor Gordo Date
Business Manager
LIUNA Local 777