

**SIDE LETTER OF AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
LAW ENFORCEMENT MANAGEMENT UNIT (LEMU)**

This Side Letter of Agreement ("Agreement") between the County of Riverside ("County") and the Riverside County Law Enforcement Management Unit ("LEMU") (collectively "Parties") is entered into with respect to the following:

The Parties agree to amend Section 5 of Article VI – Work Schedules, Workweek, Overtime, and Premium Pay of the 2025 – 2028 Memorandum of Understanding ("MOU") to modify subsection "H" as can be seen by the track changes below:

SECTION 5 - PREMIUM PAY

All premium pay provided under this Section ~~that states that it is paid for time actually worked shall not be paid for leave hours. shall be compensated only for time actually worked in the assigned premium capacity, unless otherwise provided.~~ Employees must be in a paid status to receive premium pay.

Employees have no property rights to premium pay assignments ~~and such assignments are within the discretion of each Commander.~~

- A. Call-Back Pay. Except as otherwise provided in the MOU, an employee called back to work whether or not they are in a standby duty status, shall be paid for a minimum of one (1) hour.
- B. Standby Duty Pay. Any Sergeant or Supervising District Attorney Investigator who supervises subordinate employees who receive standby duty pay and is responsible for calling out said subordinate employees, and when placed by the Department Head or designee specifically on standby duty, shall be paid one (1) hour straight time pay for each eight (8) hours of standby duty. ~~This~~Said compensation shall be in addition to the Sergeant's or Supervising District Attorney Investigator's regular salary. The pay shall cease when the Sergeant or Supervising District Attorney Investigator reports to work. Employees receiving standby duty premium pay do not also receive the hourly special assignment pay rate for the same hours compensated as standby pay.
 - 1. Employees assigned to standby duty are subject to the following requirements:
 - a. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties;
 - b. Arrange their personal affairs to ensure their immediate response to a call out; employees are accessible and en-route to the scene within thirty (30) minutes of notification; and
 - c. Notify their supervisor immediately if they are unable to be on standby due to an unforeseen emergency.
- C. Bilingual Pay.

Employees who are routinely and consistently assigned to positions requiring communication skills in languages other than English ~~assigned work on a regular and continuing basis in a position that requires a second language~~ to effectively meet the service demands of the County's customers are eligible for Bilingual Pay ~~this premium~~.

The parties acknowledge that having a bilingual workforce is beneficial to the provision of services provided by members of the unit.

1. Administration

- a. The Human Resources Director designates the languages eligible for bilingual premium.
- b. Requests for bilingual certification shall be forwarded to the County Human Resources Department for evaluation and appropriate skill level determination.
- c. The County Human Resources Department reserves the right to verify on an annual basis whether employees receiving bilingual pay are eligible for the bilingual pay and to determine the appropriate level of bilingual pay. Any employee determined as ineligible for the bilingual pay because they no longer have the necessary bilingual skills shall have the bilingual pay ceased the first full pay period following the determination made by County Human Resources.

2. Eligibility Requirements:

- a. Successfully pass a bilingual proficiency examination administered by the County Human Resources Department;
- b. Possess an appropriate proficiency certification from the County Human Resources Department for the skill level:
 1. Level 1: Basic Oral/Reading Examination
Involves reading and speaking in both English and a second language
 2. Level 2: Written Examination
Involves reading, speaking, and writing in both English and a second language
 3. Level 3: Complex Level Written Examination
Involves reading, speaking, and writing in both English and a second language using medical or legal terminology in a specific medical or legal environment (i.e., hospital, courtroom, etc.) and;
- c. Maintain current passing test scores on file with County Human Resources. Current passing test scores shall mean passing scores completed within the last twelve (12) calendar months.

3. Testing

- a. Employees receiving bilingual pay (at any level) will be subject to the eligibility requirements as identified above. Employees who are unable to certify their bilingual skills shall have the bilingual pay removed the first full pay period following the failed exam.
- b. Employees who are not certified will be required to successfully pass the requisite examination to receive the bilingual pay. Failure to possess a certification will result in loss of bilingual pay.
- c. To ensure that employees are maintaining their bilingual skills, employees eligible for bilingual pay may be required to retest every two (2) years to continue to receive the pay.

4. Compensation

Employees who are eligible for bilingual pay will receive compensation as follows:

Level 1: Forty Dollars (\$40.00) per pay period.

Level 2: Sixty Dollars (\$60.00) per pay period.

Level 3: Eighty dollars (\$80.00) per pay period.

D. P.O.S.T. Certificate Pay.

1. For Employees Hired Before October 26, 2017

Employees hired by the County before October 26, 2017 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 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 Table and Index by the letter "A" following the class title, and for the Advanced Certificate, by the letter "B", following the class title.

2. For Employees Hired After October 26, 2017

For employees hired by the County after October 26, 2017, they may only be hired into a non-designated classification (i.e., not designated by the "A" or "B" designation) as set forth: Sheriff's Sergeants (Job Code 37611), Coroner Sergeants (Job Code 37503), Sheriff's Lieutenants (Job Code 37614), Coroner Lieutenants (Job Code 37625), DA Bureau Commander (Job Code 37667) or Sheriff's Captains (Job Code 37617), ~~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 (including overtime hours for non-exempt employees and

employees in the Sheriff's Lieutenant classification for the hours worked as a Watch Commander), not exceeding eighty (80) hours per pay period as follows:

- a. Intermediate – seven percent (7%) of base pay paid as a differential
- b. Advanced – twelve percent (12%) of base pay paid as a differential

These pays do not stack. Employees shall be eligible for the highest POST Certification the employee possesses.

~~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. Employees regularly scheduled to work 84 hours per pay period will receive the pay for actually working 84 hours in the pay period, and all employees will receive the pay for all overtime hours worked each pay period as follows:~~

- ~~c. Intermediate – seven percent (7%) of base pay paid as a differential~~
- ~~Advanced – twelve percent (12%) of base pay paid as a differential~~

3. P.O.S.T. Certificate Pay for Supervising District Attorney Investigator:

The P.O.S.T. Certificate Pay applicable to Sheriff's Sergeants shall not apply to the Supervising District Attorney Investigators.

The Supervising District Attorney Investigator classification does not have an A or B class designation. The Supervising District Attorney Investigator is required, at all times, to possess a valid P.O.S.T. Advanced Certificate as a condition of employment. In contemplation of the job requirement, the twelve percent (12%) premium pay for maintaining a valid P.O.S.T. Advanced Certificate is permanently included in the regular base rate of pay for the Supervising District Attorney Investigator classification.

4. ~~Effective July 10, 2025 the first day of the pay period following Board of Supervisors approval of this MOU~~, the below classifications ~~were~~will be deleted:

Welfare Fraud Investigative Manager A - Job Code 37586
Welfare Fraud Investigative Manager B - Job Code 37587
DPSS Chief of Investigations A – Job Code 37596
DPSS Chief of Investigations B – Job Code 37597

~~Effective July 10, 2025 the first full pay period following Board of Supervisors approval of this MOU~~, incumbents in Job Codes 37586 and 37587 ~~will be~~ moved to the Welfare Fraud Investigator classification (Job Code 37585). This ~~was~~ will be treated as a change in class, not a demotion.

Also effective ~~July 10, 2025 the first full pay period following Board of Supervisors approval of this MOU~~, incumbents in Job Codes 37596 and 37597 ~~will be~~ moved to the DPSS Chief of Investigations classification (Job Code 37593). This ~~was~~ will be treated as a change in class, not a demotion.

Employees in the classification of Welfare Fraud Investigative Manager (Job Code 37585) or DPSS Chief of Investigations (Job Code 37593) 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 up to 40 hours each workweek as follows:

- a. Intermediate – seven percent (7%) of base pay paid as a differential
- b. Advanced – twelve percent (12%) of base pay paid as a differential

- E. Court Call Back Pay. Notwithstanding any other provisions of this MOU, Sheriff's Sergeants, Supervising District Attorney Investigators, Correctional Sergeants or Coroner Sergeants who are called back to attend Court in relation to a matter arising from their employment relationship with the County at a time when they otherwise are off duty, shall receive a minimum of two (2) hours of compensation. A shift shall not be extended for the purpose of avoiding the payment of the two (2) hours of compensation provided herein.

Sheriff's Sergeants, Supervising District Attorney Investigators, Correctional Sergeants or Coroner Sergeants attending Court on a single day that are concurrently subject to more than one (1) subpoena (to include different courtrooms or locations) shall only be entitled to Court Callback compensation of two (2) hours per day plus any additional time spent in Court on the same day compensated at the appropriate regular duty rate.

Should a Sheriff's Sergeant, Supervising District Attorney Investigator Correctional Sergeant or Coroner Sergeant start a regular or overtime shift or begin using leave prior to the completion of Court Callback compensated time they are no longer considered "off-duty" and shall only receive Callback compensation from the start of Court through the start time of the shift.

Off-duty Sheriff's Sergeants, Supervising District Attorney Investigator Correctional Sergeants or Coroner Sergeants required to testify via telephone for DMV and other similar hearings shall only be paid for the actual time spent on the phone or thirty (30) minutes; whichever is greater.

- F. Extra Duty Pay for Special Detail Assignments

1. If the Sheriff deems it necessary to provide supervision of other employees at an extra duty function, Sheriff's Sergeants, when available as extra duty employees, will be employed at one and one-half times their regular hourly rate. If the Sheriff deems it necessary to provide management of other employees at an extra duty function, Sheriff's Lieutenant, will be paid at one and one-half times their base hourly rate. Lieutenants working as Sergeants shall be paid one and one-half times the maximum hourly rate of the Sergeant B classification.

Sergeants and Lieutenants working as deputies in an extra duty capacity shall be paid at time and one-half the maximum hourly rate of the Investigator II B classification.

Sheriff Captains working as deputies at reimbursed large-scale events (e.g., Stagecoach or Coachella) in an extra duty capacity shall be paid at

time and one-half the maximum hourly rate of the Investigator II B classification. The Sheriff or designee must approve this work in advance.

This is special detail work and does not count as hours worked for the County for the purpose of calculating overtime.

2. District Attorney Extra Duty Pay for non-Net County Cost Special Detail Assignments. If the District Attorney, Chief District Attorney Investigator, or designee deems it necessary to provide supervision of other employees at an extra duty function, or deems it necessary to provide additional support at the line level:

- a. Supervisory assignments:

- 1) Bureau Commanders shall be paid at time and one-half the maximum rate of a Supervising District Attorney Investigator.
- 2) Supervising District Attorney Investigators shall be paid one and one-half times the employee's regular hourly rate of pay.

- b. Non-Supervisory assignments:

- 1) Bureau Commanders and Supervising District Attorney Investigators working as line investigators shall be paid at one and one-half times the maximum regular hourly rate of a Sr. District Attorney Investigator B-III.

The above overtime rates will be paid whether or not the hours worked would qualify as overtime pursuant to the provisions of the FLSA.

The provision applies **only** if a District Attorney employee works where the County is reimbursed by a "non-Net County Cost" source.

This is special detail work and does not count as hours worked for the County for the purpose of calculating overtime.

- G. Special Assignments in Law Enforcement. A Sergeant who is assigned to one of the following assignments, who not only supervises subordinate sworn officers, but is also authorized and assigned to actively perform (as opposed to manage or supervise) the technical duties associated with the assignment shall receive an additional five percent (5%) of base hourly rate per hour (including overtime hours), for time actually worked in the specialty assignment. This differential does not apply to hours when an employee uses vacation, sick leave, workers' compensation leave, compensatory time off, court time or holiday leave. Removal from a specialty pay assignment is not grievable under the Grievance Procedure unless it is alleged that the removal was a disciplinary or punitive action in which case the matter may be heard in the Disciplinary procedure. No employee shall be compensated for more than one of the following assignments:

Lab. Team
Motorcycle
Special Enforcement Bureau (SEB)

Hazardous Device Team (HDT)
Mounted Enforcement Detail (MED)

Pay for the Mounted Enforcement Detail (MED) ~~went~~will go into effect on July 10, 2025 the first day of the pay period following Board of Supervisors approval of this MOU.

A Sheriff's Lieutenant who is assigned to SEB will receive the SEB special assignment pay as stated as above.

This pay shall not apply to the Supervising District Attorney Investigators.

- H. Emergency Operations Bureau – Aviation. Any ~~safety~~ employees assigned to EOB – Aviation shall be compensated as stated below, (including overtime hours), for the time actually worked in the specialty assignment:

1. Chief Pilot: Ten percent (10%) of base pay per hour;
2. Pilot: Seven and one half percent (7.5%) of base pay per hour;
3. Tactical Flight Officers: Five percent (5%) of base pay per hour.

The Chief Pilot and Pilot are routinely and consistently assigned as aircraft/helicopter pilots. Tactical Flight Officers receive the compensation above for time spent as a co-pilot or crew on work-related air missions.

- I. Environmental Prosecution Unit - Any Supervising District Attorney Investigators assigned to the Environmental Prosecution Unit shall receive two hundred (\$200) per month per employee while assigned to the Environmental Prosecution Unit.

- J. Dive Team Premium - Sergeants will receive an additional \$2.00 of base hourly rate per hour for each hour deployed on a dive mission. These employees are routinely and consistently assigned to analyze crimes or investigative accidents. This pay does not apply to training.

- K. Crisis Negotiators. Sergeants who are assigned ~~to work~~ as a Crisis Negotiator shall be compensated an additional fifty dollars (\$50) a pay period for all pay periods assigned as a Crisis Negotiator, irrespective of hours actually worked as a Crisis Negotiator. These employees are routinely and consistently assigned to perform hazardous activities to implement health or safety procedures.

~~It is expressly understood that Crisis Negotiators are subject to rotation and removal from such duties at the discretion of the Department. The Department can require employees assigned these duties to sign waivers of their right to remain in this assignment as a condition of the Crisis Negotiator assignment.~~

- L. Coroner Incident Response Team (CIRT) Premium

Certain deaths occur within hazardous situations or environments, which require a Coroner Sergeant to utilize specialized skills or techniques in order to complete the scene investigation and recover the remains. Members of the Coroner Incident Response Team (CIRT) have received specialized training to conduct death investigations and body recoveries within hazardous situations and environments. Employees on the CIRT Team will receive an additional \$2.00 of base hourly rate per hour for each hour deployed on a mission as identified by Sheriff's Department

Administration. This pay does not apply to training. The pay applies for the time on the mission as determined by the mission team's manager.

M. Mounted Enforcement Detail Compensation for Off-Duty work

1. Employees assigned to Mounted Enforcement Detail shall be paid for the off-duty care, feeding and grooming of their Horse and the routine, off-duty related maintenance of their horse. The County and the Association have considered the time that employees assigned to horse duty typically spend on off-duty horse care, and determined it to be ten (10) hours per pay period.
2. Employees assigned to Mounted Enforcement Detail shall be paid ten (10) hours per pay period of overtime rate of pay based on the Mounted Enforcement Detail rate. In addition, employees assigned to Mounted Enforcement Detail are not permitted to work more than ten (10) hours per period on off-duty horse-related duties as the County is not paying for more than ten (10) hours per pay period and employees are not permitted to work off the clock. The horse care pay rate shall be \$20.00 per hour paid at time and one half which will be adjusted to the State minimum wage when it increases above \$20.00 per hour. This equates to \$300.00 per pay period. Employees assigned to this detail are eligible for the off-duty premium when they are responsible for the care of the animal including when on leave however, if an employee is off on an unpaid leave this premium shall not apply.
3. In addition to the ten (10) hours of pay per pay period described in the preceding paragraph, employees assigned to Mounted Enforcement Detail shall be paid for off-duty veterinary visits and extraordinary off-duty care, provided that, absent an emergency, the employee shall obtain supervisor approval for such care and shall provide appropriate payroll documentation.
4. An employee on any leave who does not have responsibility for the horse will not receive the compensation provided herein.

N. Extradition Pay

Extradition Staff assigned to extradite prisoners to or from another jurisdiction shall be paid:

1. For all hours spent with the prisoner in their custody;
2. For waiting time, up to their regular daily hours of work, if upon arriving at the other jurisdiction at the assigned time for pickup of the prisoner they are required to wait for the release of the prisoner, provided that they first advise the Department of the delay and are instructed to wait, but in no event shall waiting time exceed their regular daily hours of work;
3. With respect to travel without the prisoner in their custody to or from the other jurisdiction to either pick up the prisoner or to return to the County after having delivered the prisoner:

- a. for all travel time spent driving, provided that they are instructed to drive to pick up or deliver the prisoner, less normal commuting time and meal time;
 - b. for all hours spent traveling if the assignment doesn't involve an overnight stay, less normal commuting time and mealtime; or
 - c. during their regular working hours, even on a day when the FLSA non-exempt employee is not scheduled to work, if the assignment involves an overnight stay and they travel as a passenger on an airplane, train, boat, bus, or automobile, less normal mealtime. The FLSA non-exempt employee shall not perform any productive work for the Department while traveling as a passenger unless expressly authorized to do so by a Department supervisor.
4. At applicable overtime rates in the event that the extradition assignment causes them to exceed their maximum number of hours of work in their defined FLSA workweek or work period.
 5. When an overnight stay is necessary, lodging shall be provided by single occupancy accommodations (one employee per room).

O. Education Incentive:

1. Bachelor's Degree - Any employee who possesses or earns a bachelor's degree from an accredited university or college shall be paid a premium of two and a half percent (2.5%) of the employee's base pay upon presentation of proof that the employee holds such degree.
2. Master's/Juris Doctoral and Doctoral Level Degree - Any employee who possesses or earns a Master's, Juris Doctoral and Doctoral degree from an accredited university or college shall be paid a premium of five percent (5%) of the employee's base hourly wage rate ~~for all hours actually worked, not exceeding eighty (80) (or eighty-four (84) if regularly scheduled hours are (84) hours per pay period~~ upon presentation of proof that the employee holds such degree. An employee can only receive this five percent (5.0%) pay for one of these degrees.

The pay in this section for educational degrees shall be paid for all hours paid (i.e., including when using paid leave and if the employee works in excess of their regularly scheduled hours) until June 21, 2028. On June 22, 2028, the pay in this section shall be paid for hours actually worked (i.e., not for paid leave hours).

These pays do not stack. Employees shall only be eligible for one (1) Education Incentive which shall correspond with their highest level of education received. Education incentives shall not compound.

P. Armed Correctional Sergeant

Any Correctional Sergeant assigned to this duty by their supervisor shall be compensated two dollars (\$2.00) per hour, plus overtime rates where applicable, for all time actually worked in an armed position; i.e., when the employee is assigned to an area that requires an armed staff member within a jail facility, or if a "sworn" supervisor is required by law. If assigned to a position outside of a jail

facility, the employee will qualify for the premium pay if there is a nexus to their armed duties, as determined by their supervisor.

It is expressly understood that specialty assignments are subject to rotation and removal from such duties and are at the discretion of the department.

Q. Sheriff's Lieutenant Watch Commander Assignment

Incumbents in the Sheriff's Lieutenant classification and who are assigned as a Watch Commander shall be eligible for straight time pay for all paid hours actually worked in excess of eighty (80) hours per Pay Period.

Paid leave shall count as hours worked for purposes of determining straight time pay in accordance with this provision.

This amendment will be effective the first full pay period following agreement by both parties and approval by the Board of Supervisors.

FOR THE COUNTY OF RIVERSIDE

<u><i>Erik Collier</i></u> Assistant HR Director, for	03/19/26
Tami Douglas-Schatz, Human Resources Director	Date

FOR THE RIVERSIDE COUNTY LAW ENFORCEMENT MANAGEMENT UNIT

<u><i>William Edwards</i></u>	03/09/26
William Edwards, LEMU President	Date