

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

928



FROM: Human Resources Department

SUBMITTAL DATE:
March 1, 2012

SUBJECT: Approval of the Tentative Agreement with Laborers' International Union of North America (LIUNA), Local 777.

RECOMMENDED MOTION: That the Board of Supervisors approve the 2012-2016 Tentative Agreement between the Laborers' International Union of North America (LIUNA), Local 777 and the County of Riverside (Attachment A).

BACKGROUND: The LIUNA, Local 777 represents approximately 6,800 county employees. On January 31, 2012, by mutual agreement, the parties entered into this Tentative Agreement that supersedes the Terms and Conditions of Employment (TCE) which was imposed effective December 28, 2011. The cost of the Agreement does not exceed the parameters given by the Board of Supervisors, and in fiscal year 2012/2013 this agreement will generate \$3,530,712 in savings. The Tentative Agreement was ratified by a vote of the membership on February 28, 2012.

Departmental Concurrence


Barbara A. Olivier
Asst. County Executive Officer/Human Resources Dir.

| | | | | |
|-----------------------|-------------------------------|------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 0 | In Current Year Budget: | No |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2011/12 |

| | | |
|--|---|-------------------------------------|
| SOURCE OF FUNDS: Departmental Budgets | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input checked="" type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

BY: 
Elizabeth J. Olson
County Executive Office Signature

- Policy
- Consent
- Policy
- Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:**

3.31

BACKGROUND continued:

The Tentative Agreement which has been agreed upon by both parties, subject to Board approval, contains the following key points:

- The imposition put into effect on December 28, 2011 which would have begun partial payment of member contributions as of March 2012, is rescinded in its entirety.
- The term of the new agreement is for four (4) years commencing July 1, 2012 and expiring June 30, 2016.
- Employees will be required to pay their own 'member contributions' towards CalPERS. The first such contribution will commence effective the first pay period including July 1, 2012, at 3%; the second adjustment will commence the first pay period including July 1, 2013, at an additional 3% (for a total of 6%); and, finally, the full member contribution will be paid by employees commencing the first pay period including July 1, 2014, at an additional 2% (for a total of 8%).
- All current employees currently paying their own member contribution will continue to pay their members contributions.
- All future employees will be required to pay their own member contributions.
- There will be a new CalPERS pension formula of 2% @ 60 with a three (3) year highest average salary for all new employees upon approval by CalPERS. The County is currently working towards setting this plan up with CalPERS.
- Step/merit increases will be reinstated at one (1) step only effective the first pay period in July 2012. This will continue for two (2) years until July 2014 at which point the step/merit increases shall be provided in three (3) step increments for two years, until July 1, 2016.
- Effective the first full pay period in July 2013, a 2% COLA will be provided, and two (2) salary steps will be added to the top of each range. Effective the first full pay period in July 2014, another 2% COLA will be provided and two (2) salary steps will be added to the top of each range. Effective the first full pay period in July 2015, a 2% COLA will be provided and two (2) salary steps will be added to the top of each range. Effective the first full pay period in January 2016, a 2% COLA will be provided.
- There will be an increase in the Flex benefit amount to employees electing a County health care program. The increase will be effective in pay period 25 of each year and shall be equal to the percentage increase in the Kaiser Family Rate for the County, not to exceed a total flex benefit of \$823.00 per month.
- The County has agreed to meet and confer over a parity study after July 2014.
- The County has agreed to meet and confer over retiree health care benefits after July 2014.
- The County has agreed to meet and confer over post-dispatch pay for Sheriff's department 911 Communications Officers no sooner than March 2013.
- Inconvenience pay for Transportation Department Crew (only) is increased to \$100.00 per pay period.
- All litigation in connection with the imposition will be withdrawn by the parties.

BACKGROUND continued:

The parties have agreed to cooperate in a non-substantive clean up of the Memorandum of Understanding pertaining to language, spelling, grammar, and formatting following the approval/ratification of the Tentative Agreement. We will return to the Board with the amended Memorandum of Understanding that result from this cooperative effort.

We recommend the Board approve the attached Tentative Agreement.



COUNTY OF
Riverside
 HUMAN RESOURCES
Winner IPMA Award for Excellence

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BARBARA A. OLIVIER, SPHR
 ASST. COUNTY EXECUTIVE OFFICER
 HUMAN RESOURCES DIRECTOR

SHAWN ATIN, SPHR
 ASST. HUMAN RESOURCES DIRECTOR

Tentative Agreement

Between:

County of Riverside
 (hereinafter called the 'County')

- and -

Laborers International Union of North America, Local 777
 (hereinafter called the 'LIUNA')

This tentative agreement is conditional upon ratification by affected LIUNA members and by adoption of the Board of Supervisors (the 'Board'). The parties agree that the current Memorandum of Understanding (the 'MOU') set to expire on June 30, 2012 shall be extended until June 30, 2016. Accordingly, the current MOU shall be amended exclusively by the changes contained herein and the parties agree that there shall be no further changes nor shall there be any further negotiation of the existing MOU terms until a timely notice to bargain has been provided during the open period as set out in the extended MOU. 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.

TERM of AGREEMENT – The County and LIUNA agree that the term of the new MOU shall be for Four (4) years commencing July 1, 2012 and expiring June 30, 2016.

CalPERS – LIUNA represented employees vested in PERS as of July 1, 2012 will assume the employees share of PERS costs according to the following schedule:

Effective the First pay Period including July 1, 2012 – 3%
 Effective the First pay Period including July 1, 2013 – 3%
 Effective the First pay Period including July 1, 2014 – 2%

- a) Any employee not vested in PERS as of July 1, 2012 will pay the full employee portion of the PERS contribution for the term of their employment with the County of Riverside.

- b) CaPERS Retirement Formula for New Hires: Any employee hired on or after the first pay period in July 2012 will work under a 2% @ 60 formula with retirement based on the average of the employee's 3 highest paid years.

SALARY STEPS – Effective first pay period in July, 2012 and continuing to the last pay period including June 30, 2014, all LIUNA represented employees shall have their step (merit) increases, currently frozen, restored in one-step increments on their anniversary dates.

Beginning July, 2014, and continuing to the last pay period including June 30, 2016, all LIUNA represented employees shall receive step (merit) increases in increments of three steps on their anniversary dates. Any employee, who has an anniversary date adjusted beyond June 30, 2016 due to a paid medical leave, or an approved leave of absence, shall receive their merit increase for that year in an increment of three steps.

It is understood that beginning July 1, 2016 and continuing thereafter, LIUNA represented employees shall receive their step (merit) increases in two step increments on their anniversary dates.

WAGES –

Beginning the first full pay period in July, 2013 a 2% across the board increase to base salaries, and 2 additional steps added to the salary ranges.

Beginning the first pay period in July, 2014 a 2% across the board increase to base salaries, and 2 additional steps added to the salary ranges.

Beginning the first pay period in July, 2015 a 2% across the board increase to base salaries, and 2 additional steps added to the salary ranges.

Beginning the first pay period in January, 2016 a 2% across the board increase to base salaries.

FLEX BENEFITS – In the last pay period of December of each year of this agreement, employees participating in a County offered health plan, will receive an increase in their flex benefits equal to the percent increase in the Kaiser Family rate for the County, not to exceed a total flex benefit of \$823.00 per month.

In addition, for only the term of this agreement, if the management group (including elected officials) receives any additional flexible benefit credits, the value of those increases shall be given to LIUNA members on the same date and in the same increment, not to exceed the total monthly flexible benefit credit added to the management group.

PARITY – The County agrees to meet and confer on issues related to parity if the Union requests to do so after July, 2014. This will not preclude the County from initiating parity related discussions prior to July 2014 if it so choose. The union agrees that AB 646 shall not apply in this instance.

RETIREE HEALTH BENEFITS – The County agrees to meet and confer on issues related to retiree health benefits if the union requests to do so after July, 2014. The union agrees that AB 646 shall not apply in this instance.

INCONVENIENCE PAY for TRANSPORTATION DEPARTMENT CREW – Effective first pay period in July, 2012, all members of the transportation department's travel crew will receive an inconvenience stipend of \$100.00 per pay period.

PREVIOUSLY IMPOSED TERMS – The December 28, 2011 imposed terms and conditions of employment shall be rescinded in their entirety by the County. All conditions in effect prior to the imposition shall be restored until the new agreement goes into effect.

LITIGATION – The Union and County agree to withdraw (with prejudice) any and all charges and cross-charges related to pension reform discussions and in connection with the County's imposition of terms and conditions of employment on December 28, 2011. County and LIUNA representatives will draw up a formal list of previously laid charges within seven (7) days after the ratification / adoption of this tentative agreement and shall jointly withdraw those charges no later than seven (7) days after the date the list has been finalized.

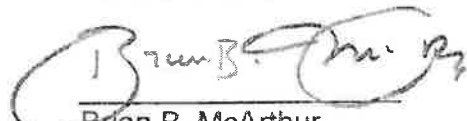
MOU CLEAN-UP – The parties agree to meet with thirty (30) days after ratification to review and sign off on the final version of the new MOU making all such necessary changes consistent with the provisions contained herein.

Dated this 31 day of January, 2012.

For LIUNA


Stephen Switzer
Business Manager

For the County


Brian B. McArthur
Director of Employee Relations

The parties agree to meet and confer on post-dispatch pay for Sheriff's 911 Communications Officers. The parties will meet at the Union's request no sooner than March of 2013. The Union agrees to waive its rights under AB 646 for this particular item.
1/31/12 