

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

753



**FROM:** Human Resources Department

**SUBMITTAL DATE:**  
July 28, 2010

**SUBJECT:** Approval of the Tentative Agreement with Laborers International Union of North America (LIUNA) for a two-year agreement.

**RECOMMENDED MOTION:** That the Board of Supervisors approve the 2010 - 2012 Tentative Agreement between Laborers International Union of North America (LIUNA) and the County of Riverside (Attachment A).

**BACKGROUND:** LIUNA, which represents approximately 6800 employees, asked to open negotiations for a new Memorandum of Understanding. Discussions started in January of 2010, and eleven (11) bargaining sessions were held. A tentative agreement for a new twenty-three (23) month Memorandum of Understanding, covering July 15, 2010, through June 30, 2012, was reached on July 15, 2010. The cost of the contract does not exceed the parameter given by the Board of Supervisors and it achieves the goal of a 10% overall reduction in salary costs for fiscal years 2010 - 2011 and 2011 - 2012 and a cost savings of approximately \$67.5 million. LIUNA has advised that they plan to have this agreement ratified by ballot of the represented members and will notify us on or about August 12, 2010 of its ratification.

Departmental Concurrence

(continued on page 2)

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2010/11

<b>SOURCE OF FUNDS:</b> General Fund and Department Budgets	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY:   
Karen L. Johnson

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: August 10, 2010  
xc: HR, LIUNA

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

**3.48**

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

**BACKGROUND (continued)**

Attachment A contains the tentative agreements which have been reached by the parties. The key points of these agreements are as follows:

- A two (2) year agreement expiring June 30, 2012.
- Step (merit) increases frozen from August 12<sup>th</sup> through June 30, 2012.
- A 10% cut in compensation taken through unpaid personal days scheduled through employees Department Heads.
- Employees working in Departments / Agencies that are 100% funded from sources outside the general fund exempted from having to take unpaid personal days during the agreement. (Note: This carve out was paid for entirely by the elimination of the LIUNA pension plan).
- Voluntary personal days may be taken.
- LIUNA pension plan (i.e. the .10 cent per hour contribution) eliminated as of date of adoption.
- A pension re-opener where LIUNA must meet and confer with the County of pension reform issues for new and existing employees.
- A 'Fairness Agreement' requiring LIUNA members receiving the same 'across the board' wage and benefit increases that SEIU members (only) receive during the term of the MOU. Reinstatement of former wages, step increases and other entitlements previously negotiated do not apply.
- Laid-off LIUNA members will receive preference for vacant regular LIUNA positions that come open for up to two (2) years from the date of their lay-off provided they have the ability, qualifications, experience, availability and satisfactory work performance to fulfill the requirements for the position.
- Parties agree to unanimously recommend to their respective principals.
- Other minor language changes.

The parties have agreed to form a subcommittee 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 amendments to the Memorandum of Understanding that result from this cooperative effort.

We recommend the Board approve the attached Tentative Agreement.

**TENTATIVE AGREEMENT TO THE**

**2006-2010**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

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

**-AND-**

**THE COUNTY OF RIVERSIDE  
(the "County")**

**TERM**

The new Memorandum of Understanding (MOU) shall expire June 30, 2012.

**UNPAID PERSONAL DAYS**

During the term of this MOU, all employees must take no fewer than 208 hours of unpaid personal leave. Effective first pay period following ratification, in year one (1) of the MOU (fiscal year 2010/11), all employees shall be required to take a minimum of five (5) hours of unpaid personal leave per pay period or a minimum of 120 hours of unpaid personal leave in that year. If an employee takes more than the minimum number of hours in the first year and has surplus hours, they may credit such hours to the second year. In year two (2) of the MOU (fiscal year 2011/12), a further four (4) hours of unpaid personal leave per pay period shall be required to be taken by each employee or, in the alternative, a minimum of 88 hours of unpaid personal leave must be taken during that second year period. In all cases, such unpaid personal days must be approved and scheduled in advance with the employee's department head. Subject to Department approval, the employee may elect to take their leaves in one (1) or two (2) consecutive periods in each year. LIUNA represented employees working in Departments / Districts which are 100% funded by sources outside of the general fund as of the date of this agreement shall be exempted from the requirements of this provision. In no event shall any employee be required to take more than 208 hours of unpaid personal days during the term of the MOU. In any event the employee shall not be penalized for the failure of management to regulate unpaid personal days.

**VOLUNTARY UNPAID PERSONAL DAYS**

Employees will be permitted to take additional unpaid personal days beyond the mandatory unpaid personal days required herein. Supervisors and managers are

encouraged to approve these requests unless operational needs preclude them from doing so.

#### STEP INCREASES

Effective August 12, 2010 step (merit) and cost of living increases shall be frozen and not payable during the term of the MOU. This clause will expire on June 30, 2012.

#### PENSION ISSUES (future)

The Union shall meet and confer with the County on pension issues for new and existing employees and such a meeting will be scheduled within seven (7) days of a notification request by the County. It is understood and agreed that if the parties meet and confer over pension reform issues and fail to come to an agreement, the County shall not impose any term or condition on LIUNA members that it has not already negotiated and mutually agreed upon with any other Riverside County bargaining unit(s).

#### LIUNA PENSION

Effective date of ratification by the parties, the parties agree to terminate participation in the LIUNA pension plan and such plan shall be eliminated from the MOU. The County shall be responsible for the actuarial costs associated with the wind-up of the plan.

#### FAIRNESS AGREEMENT

It is agreed that LIUNA members shall receive the same across the board wage and / or benefit increases that SEIU members receive during the term of the MOU. It is understood and agreed, however, that this provision does not apply to the restoration of any previously negotiated entitlements including wages, flexible benefit 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 MOUs.

#### RE-EMPLOYMENT FROM LAY-OFF

Vacant regular positions in LIUNA represented classifications that a Department elects to fill shall be offered first to LIUNA represented persons, by seniority, who have been noticed of or permanently laid-off from another LIUNA represented classification for a period not exceeding two (2) years from the date of their initial lay-off provided that such person has the ability, qualifications, experience, availability and satisfactory work performance to fulfill the requirements of the position. If the Department Head or designate does not select a candidate that has been laid off from a LIUNA classification, upon request, they shall provide justification, in writing, to the Human Resources Department as to the reasons for that

decision. It is understood and agreed that the matter of determining the ability, qualifications, experience, availability and satisfactory work performance shall be made by the Department Head or designate responsible for the hiring decision and that a Human Resource Department official may also perform such an assessment. It is further understood that any assessment of an individual's ability, qualifications, experience, availability and satisfactory work performance will be measured against the posting requirements for the position. The County agrees to maintain a seniority list of laid-off LIUNA members who are entitled to be considered for re-employment under this provision. LIUNA members must make themselves available within seven (7) calendar days following the date they are notified.

PRIOR AGREEMENTS

Unless otherwise superseded by the provisions contained in this offer, all Tentative Agreements (TAs) previously agreed and signed off are confirmed and shall form part of the new MOU.

ITEMS WITHDRAWN

All other outstanding items by the parties are hereby withdrawn.

UNANIMOUS RECOMMENDATION

The parties agree that the terms and conditions of this proposal shall be unanimously recommended to their respective principals.

CONDITIONS SUBJECT TO RATIFICATION

The parties agree that these tentative agreements are subject to ratification by the union's members and adoption by the Board of Supervisors and shall be null and void in the event either party fails to ratify.

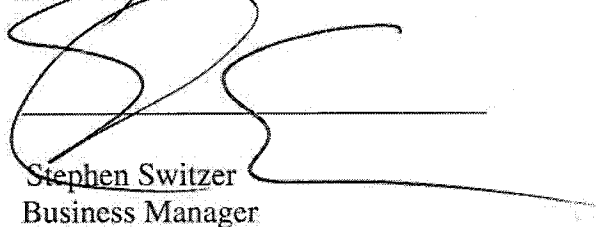
Signed on this 15<sup>TH</sup> day of JULY, 2010.

COUNTY OF RIVERSIDE



Brian B. McArthur  
Director of Employee Relations

LIUNA LOCAL 777



Stephen Switzer  
Business Manager