

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



ITEM: 3.10
(ID # 13696)

MEETING DATE:
Tuesday, October 27, 2020

FROM: HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approval of the Tentative Agreement between the County of Riverside and Laborers' International Union of North America, Local 777 [All Districts] [\$40,639,423] [Departmental Budgets 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the 2020 – 2024 Tentative Agreement between Laborers' International Union of North America, Local 777 (LIUNA) and the County of Riverside (Attachment "A").

ACTION: Policy

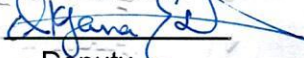

Brenda Diederichs, Assistant CEO / Human Resources Director 10/26/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, and Perez
Nays: Hewitt
Absent: None
Date: October 27, 2020
xc: HR

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,038,133	\$ 8,554,914	\$ 40,639,423	\$ 31,046,377
NET COUNTY COST	\$ 218,603	\$ 1,801,440	\$ 8,557,593	\$ 6,537,550
SOURCE OF FUNDS: Department Budgets 100%			Budget Adjustment:	No
			For Fiscal Year:	20/21 – 24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Laborers' International Union of North America, Local 777 (LIUNA) represents approximately 7,200 regular status county employees in various units. The Board previously adopted a two-year contract agreement with LIUNA from March 2019 through March 2021, which is currently in place. The parties engaged in negotiations to reach a successor MOU in September of 2020 and, by mutual agreement, the parties entered into this Tentative Agreement. The cost of the Agreement does not exceed the parameters given by the Board of Supervisors. The County was notified by LIUNA on October 15, 2020 that the Tentative Agreement was ratified by a vote of their membership.

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

- The term of the new agreement is four years from the date of Board approval.
- Effective the beginning of the 2023 County Health Insurance Plan year, the County's payment of medical subsidies will increase by \$100.00 (for a total of \$300) per month for employees enrolled in family coverage and by \$25.00 (for a total of \$75) per month for employees enrolled in two-party coverage.
- Employees who are represented by LIUNA as of the first full pay period following January 28, 2022 will receive twenty (20) hours in a Special Time Bank to be used at any time within the term of this agreement, and while employed in an LIUNA represented classification, otherwise the hours are forfeited.
- Transition into CalPERS medical in exchange for giving up excess cash back at the time of implementation. This transition is to be effective as soon as administratively possible, with a goal of April 2021 for transition absent any unforeseen circumstances.
- Two-tiered medical waiver in the amount of \$200/month for those employees not electing a CalPERS medical plan and hired after November 13, 2003.
- Enrollment in State Disability Insurance.
- Effective the first full pay period on or after May 1, 2021, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two percent (2.0%).

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

- Effective the first full pay period on or after May 1, 2022, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two percent (2.0%).
- Effective the first full pay period on or after May 1, 2023, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two and one-half percent (2.5%).
- Effective April 8, 2021 employees who are at the max of the range will receive a one-time lump sum stipend of \$750.
- Effective the first full pay period after July 1, 2021 a one-time, one-million-dollar parity pool will be established for the purpose of making market adjustments to the salary range of selected classifications.
- Possible raise to the minimum of the range to market. Effective the first full pay period after July 1, 2022, for those classifications identified by the County as having a minimum salary within their range that is below the market for the minimum salary of the comparable classification, the minimum salary of the classification's range will be increased to equal the median of the minimum salary of the comparable market.
- Fairness Agreement clause with SEIU. This is the same me-too clause SEIU currently has with LIUNA in their agreement.
- The parties agree to establish a Joint Labor Management Committee to discuss additional substantive and non-substantive items.
- Lastly, clean up language will be proposed as the MOU is written by the parties. We will return to the Board with the amended Memorandum of Understanding that results from the cooperative effort.

Impact on Residents and Businesses

No impact to residents or businesses.

Additional Fiscal Information

Cost estimates have been refined to reflect more detailed costing based on actuals.

The Net County Cost (NCC) impact of \$8,557,593 for this MOU, which comprises 21% of the total cost, was determined by calculating the percentage of each affected department's expenditure budget that is supported by NCC, then applying that percentage to the department's costs for this MOU, resulting an extrapolated value of how much NCC would be required to cover those labor cost increases in the same proportion as that department's current NCC support.

The MOU is projected to cost \$1,038,133 for the balance of this fiscal year, \$8,554,914 next fiscal year, and \$31,046,377 cumulatively for the remaining duration of the four-year term.



Below are the projected costs itemized by element over the life of the contract:

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<u>Element</u>	<u>Estimated Cost</u>
Medical Subsidies:	\$ 1,643,850
Additions to Max of Range:	\$ 34,003,153
Parity Pool:	\$ 1,000,000
Max Rate \$750 stipend:	\$ 1,745,250
Special Vacation Bank:	\$ 3,406,570
Elimination of Cash Back:	\$ (1,159,400)
Total	<u>\$ 40,639,423</u>

ATTACHMENTS:

ATTACHMENT A: Tentative Agreement between LIUNA and the County of Riverside

	
Megan Gomez, Assistant	Gregory V. Priamos, Director County Counsel
10/20/2020	10/22/2020

Tentative Agreement

Between

County of Riverside

and

Laborers' International Union of North America, Local 777

This tentative agreement is subject to ratification by affected LIUNA members and adoption by the Board of Supervisors.

1. Term – Effective upon date of ratification by the Board of Supervisors and continuing for a total of four full years. (Example: If the Board of Supervisors adopt the successor MOU on October 20, 2020, the MOU will expire on October 19, 2024)
2. Classification Salary Range Increases
 - a. Effective the first full pay period on or after May 1, 2021, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two percent (2.0%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.0% increase to the maximum salary of the range is implemented will concurrently receive a 2.0% increase to their salary in order to place them at the new maximum in the salary range in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.
 - b. Effective the first full pay period on or after May 1, 2022, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two percent (2.0%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.0% increase to the maximum salary of the range is implemented will concurrently receive a 2.0% increase to their salary in order to place them at the new maximum in the salary range in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.
 - c. Effective the first full pay period on or after May 1, 2023, the maximum base salary of each salary range for classifications covered by this MOU shall be increased by two and one-half percent (2.5%). Employees who have been at the maximum of their classification's salary range for one year or longer as of the beginning of the pay period in which the 2.5% increase to the maximum salary of the range is implemented will concurrently receive a 2.5% increase to their salary in order to place them at the new maximum in the salary range and in which case the employee's merit increase anniversary date will be reset to the beginning of the pay period in which the increase to the maximum salary of the range is implemented.

3. Transition to CalPERS Medical

- a. Effective as soon as administratively feasible in the 2021 calendar year (however, the goal is to transition by April 2021 absent any unforeseen circumstances), LIUNA represented employees shall be eligible for medical insurance in the County's CalPERS Health Program and will no longer be covered by the County's pre-existing health insurance program. Bargaining unit members shall be eligible to enroll in Exclusive Care as a health insurance option so long as Exclusive Care remains an option.
- b. Elimination of Cash Back of Flex Benefits Contributions. Effective in the first pay period in which the County's CalPERS health insurance plan is implemented for LIUNA represented employees, employees will not receive excess flexible benefit contributions in the form of cash. Employees who do not use the full amount of the County's flex benefit contribution will forfeit the unused amount.
- c. Two Tier Medical Waiver*. Effective the first pay period in which the County's CalPERS Health Program is implemented, if the employee waives health insurance coverage, the employee will receive a taxable cash payment as follows:
 1. \$200.00 per month if the employee's last hire date was on or after November 13, 2003
 2. \$425.40 per month if the employee's last hire date was before November 13, 2003

* Waiving Medical Coverage. An employee may waive medical insurance with adequate proof of other group qualifying medical coverage. Employee must sign a statement and provide proof that they are enrolled and covered under another group medical plan. The signed statement (Notice of Waiver form) showing other group medical coverage shall be received by the Human Resources Department within thirty (30) days following the special enrollment period due to the CalPERS transition. Thereafter, the notice of waiver and form showing other group medical coverage shall be received by the Human Resources Department within sixty (60) days of date of hire, or annually during Open Enrollment. If proof of coverage is not received, the employee will not be enrolled in a medical plan and will not be eligible for the medical waiver cash payment.

4. Medical Subsidies – Effective the beginning of the 2023 County Health Insurance Plan year, the County's payment of medical subsidies will increase by \$100.00 (for a total of \$300) per month for employees enrolled in family coverage and by \$25.00 (for a total \$75) per month for employees enrolled in two-party coverage.
5. Parity Pool - Effective the first full pay period after July 1, 2021, a one-time, one-million-dollar (\$1,000,000) parity pool will be established for the purpose of making market adjustments to the salary range of selected classifications. LIUNA and the County may advance proposed classifications for market adjustments out of the parity pool. The County and LIUNA will meet and confer on the process by which classifications are selected for study of market adjustment.

The County will utilize the standard Class & Comp market survey procedure and comparable jurisdictions.

6. Minimum Salary Market Adjustment – Effective the first full pay period after July 1, 2022, the County will adjust the minimum salary ranges of LIUNA classifications, as identified by the County, at a percentage to be determined by a future market study. Utilizing the minimum salary of comparable classifications of comparable jurisdictions, the minimum salary of the classification's range will be increased to equal the median of the minimum salary of the comparable market. The adjustment would entail surveying the most populous LIUNA represented classifications to determine an average percentage the classifications are behind market and applying an across the board recommendation to the minimum salaries. If an employee's salary is less than the new minimum salary of the range for their classification at the beginning of the pay period in which the market adjustment is implemented, that employee's salary shall concurrently receive an increase to an amount that equals the new minimum salary for the classification's salary range and in which case the employee's anniversary date will be the first day of that same pay period.

Market adjustments under this section shall not be paid from the one-time parity pool identified above.

7. One-Time Special Time Bank - Effective the first full pay period after January 28, 2022, an additional Special Time Bank of twenty (20) vacation hours shall be established for each existing bargaining unit member covered by this MOU. These hours may only be used by the employee prior to expiration of this MOU and while employed in a LIUNA-represented classification, otherwise the hours are forfeited. This Special Time Bank shall have no cash out value and is subject to the following conditions:
 - a. Should an employee, due to the nature of the position or operation of the department, not be granted the ability to utilize any portion of the 20 hours in the Special Time Bank under this provision, and after providing proof of their efforts to utilize the Special Time Bank to Human Resources prior to the expiration of the term of this MOU, may be granted on a case-by-case basis an extension of six months to utilize the balance of the Special Time Bank. The County may require an employee to use the hours in this Special Time Bank during FMLA/CFRA/PDL leave after exhausting sick leave and before use of regularly accrued vacation.
 - b. Only those employed in a LIUNA-represented position during the pay period in which the Special Time Bank is implemented will receive a Special Time Bank and may only use the Special Time Bank hours while in a LIUNA-represented position.
8. Retention Bonus - Employees who are at the maximum salary of the salary range for their classification as of April 8, 2021 will receive a one-time lump sum stipend of seven-hundred and fifty dollars (\$750.00). Employees who are not at the maximum of the salary range for their classification as of April 8, 2021 are not eligible for this one-time lump sum stipend. The stipend will be paid two full pay periods after April 8, 2021

Tentative Agreement between
County of Riverside & LIUNA, Local 777

9. Transition to State Disability Insurance - As soon as administratively possible following adoption of the MOU by the County Board of Supervisors, the County shall submit an application to the State of California for elective coverage under the California State Disability Insurance (SDI) for all LIUNA bargaining unit employees. Once approved and implemented by the State, the County will begin withholding employee contributions to SDI from employee pay checks.

The County shall continue to provide and pay for the existing County Short-Term Disability plan until bargaining unit employees are eligible to receive California State Disability Insurance (SDI) benefits and will not provide Short-Term Disability benefits thereafter. The County shall not be required to provide the Short-Term Disability benefits for bargaining unit employees hired after the effective date of implementation of the California State Disability Insurance (SDI) plan.

10. Fairness Agreement with SEIU. If, during the term of this MOU, SEIU (Regular Unit – not Per Diem) is given a higher valued merit increase, a COLA, flex benefit contribution, or additional payments by the County on behalf of employees for benefits that are not already granted in this MOU, LIUNA shall be granted the identical increases, in the same fashion as afforded to SEIU. LIUNA agrees that this provision shall not apply to any classification and compensation changes made to SEIU classifications as a result of the normal classification and compensation study processes conducted by the County.

This provision shall expire on a date that coincides with the expiration of this MOU.


11. Joint Labor Management Committee – The parties agree to establish a Joint Labor Management Committee and discuss additional substantive and non-substantive items.
12. MOU Language Clean-up – The parties agree to a subcommittee on language clean-up of the MOU.

For the County of Riverside

For LIUNA, Local 777

 10/7/2020

Brenda Diederichs
Asst. County Executive Officer/
Human Resources Director

 10.5.2020

Victor Gordo
Business Manager

Maxwell, Sue

From: COB
Sent: Tuesday, October 27, 2020 10:13 AM
To: George Johnson (GAJohnson@RIVCO.ORG); Perez, Juan; Young, Alisa; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG); District2; District3; District5; Supervisor Jeffries - 1st District (district1@rivco.org)
Cc: Diederichs, Brenda; COB-Agenda (COB-Agenda@rivco.org)
Subject: October 207 2020 Items 3.10 (LIUNA) and 3.13 (HR/PSA MOU) Public Comment (Anonymous)

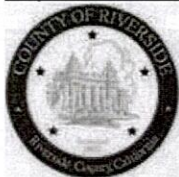
Greetings,

Please see COB website comment received below for October 27, 2020 Item Nos 2.10 and 3.13; unknown if this anonymous person will phone in.

This will be added to back-up for both items.

Thank you,

Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1060 Fax (951) 955-1071
Mail Stop #1010
cob@rivco.org
website: <http://rivcocob.org/>
<https://www.facebook.com/RivCoCOB/>



TOGETHER, Everybody Counts!



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From: cob@rivco.org <cob@rivco.org>
Sent: Tuesday, October 27, 2020 9:40 AM
To: COB <COB@RIVCO.ORG>
Subject: Board comments web submission



Phone: 9516853377

Agenda Date: 10/28/2020

Agenda Item # or
Public Comment: 3.10 and 3.13

State your
position below: Oppose

Comments: Board members, how enlightening for you to bring these two MOUs together. So the Probation Department staff have been without a contract for over 5 years, and THIS is your offer? I hope that they adequately expressed their disappointment with the lack of effort on behalf of the county AND RSA to represent them in a fair and equitable way. Shame on both parties. While they were without a contract, the LIUNA staff enjoyed the benefits of their last contract (which looks like much of what you're offering Probation staff NOW), which included removal of bottom steps in 2019, a bank of 40 hours, and salary increases. Now the LIUNA staff will continue to receive salary increases, an additional bank of 20 hours, along with classification reviews, increases in medical subsidies AND medical waivers. Great job LIUNA. Maybe you should represent the Probation staff? With all the reforms at the state level, the hammer continues to come down on counties, specifically Probation, to deal with those who are released from prison early for whatever reason. Yes, police and sheriff may also have a role, but these offenders always go directly to Probation. Where is the understanding and empathy for what they do? While state funding may be inadequate, whose role is it to negotiate on their behalf? Isn't that yours and your overpaid lobbyist? These men and women go out into the community alone, unarmed, without adequate safety gear, to knock on doors, KNOWING there are former criminals on the other side. And what respect do they get from their elected officials? NOTHING. I wouldn't blame the Probation Officers for walking out, unionizing, or changing counties. Pandemic be damned, you've had over 5 years to address this inequity and failed.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201020. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

From: COB

Sent: Tuesday, October 27, 2020 10:13 AM

To: George Johnson (GAJohnson@RIVCO.ORG) <GAJohnson@RIVCO.ORG>; Perez, Juan <JCPEREZ@RIVCO.ORG>; Young, Alisa <AYoung@RIVCO.ORG>; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG) <District4@RIVCO.ORG>; District2 <District2@Rivco.org>; District3 <District3@Rivco.org>; District5 <District5@Rivco.org>; Supervisor Jeffries - 1st District (district1@rivco.org) <district1@rivco.org>
Cc: Diederichs, Brenda <BDiederichs@RIVCO.ORG>; COB-Agenda (COB-Agenda@rivco.org) <COB-Agenda@rivco.org>
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<https://www.facebook.com/RivCoCOB/>



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10/27/20 3.10