

**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

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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.

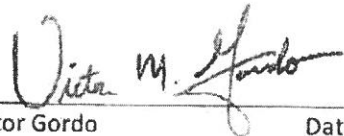
11. Joint Labor Management Committee – The parties agree to establish a Joint Labor Management Committee and discuss additional substantive and non-substantive items.
12. MOU Language Clean-up – The parties agree to a subcommittee on language clean-up of the MOU.

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