#### SIDE LETTER TO THE

2020 - 2024

# MEMORANDUM OF UNDERSTANDING ("MOU") AS AMENDED BY THE TENTATIVE AGREEMENT

#### BETWEEN

## THE COUNTY OF RIVERSIDE ("County")

AND

LABORERS' INTERNATINOAL UNION OF NORTH AMERICA (LIUNA), LOCAL 777

The parties hereto agree to amend Article IV, <u>Workweek, Overtime and Premium Pay</u>, Section 3, Premium Pay, of the MOU between LIUNA and the County of Riverside as follows:

### D. Shift Differentials

(additional section added to the existing language in the provision 1-7):

## 8. Extra Shift Crisis Differential (COVID-19)

As a result of the COVID-19 pandemic, all employees in qualifying classifications identified below who are specifically preapproved for a COVID-19 Crisis Extra Shift by Executive Management or their designee to work an extra shift at the Riverside University Health System Medical Center (RUHS-MC) or Correctional Health Services (CHS) shall be paid an 'extra shift crisis differential' as described below:

a) An hourly differential of 50% of the employee's base rate of pay shall be paid to full-time employees in eligible classifications who work any hours on a day they are otherwise not scheduled to work in a "patient care capacity" as determined by Executive Management or their designee. A part-time employee in the qualifying classifications that works a 72-hour full-time schedule in a pay period may also be eligible for this differential if the employee works any hours on a day they are otherwise not scheduled to work in a "patient-care capacity" as determined by Executive Management or their designee.

This differential is available to employees in eligible classifications who do not work for the Medical Center or CHS; however, only hours worked at the Medical Center or CHS in a "patient care capacity" will qualify for the differential. Employees would only be eligible to receive the differential if they did not take any leave (with the exception of a County holiday) on a regularly scheduled shift during the same pay period.

b) An hourly differential of 40% of the employee's base rate of pay shall be paid to part-time employees in eligible classifications who work any hours on a day the

employee is not otherwise scheduled to work in a "patient care capacity" as determined by Executive Management or their designee. This differential shall also be available to employees in eligible classifications who do not work for the Medical Center or CHS; however, only hours worked at the Medical Center or CHS in a "patient care capacity" as determined by Executive Management or their designee will qualify for the differential. Employees would only be eligible to receive the differential if they did not take any leave (with the exception of a County holiday) or call off on a regularly scheduled shift during the same pay period.

c) An hourly differential of 40% of the employee's base rate of pay shall be paid as a differential for qualifying classifications that work, in a "patient care capacity", beyond the length of their regularly scheduled shift or work prior to the start of their regularly scheduled shift, at the request of Executive Management or their designee. This differential would apply to full time and part time employees and would not be affected by the employee taking leave during a pay period. If an employee is scheduled to work their regularly scheduled shift and agrees to work past that shift or come in prior to that shift, only the highest applicable differential will apply for the hours worked prior to or following the regularly scheduled shift.

Job Code	Union	Classifications
98546	LIUNA	CLINICAL LAB ASSISTANT
57777	LIUNA	EMERGENCY DEPARTMENT TECHNICIAN
98741	LIUNA	ELECTROCARDIOGRAPH TECHNICIAN
57776	LIUNA	MEDICAL ASSISTANT **
57771	LIUNA	MEDICAL THERAPY UNIT AIDE
57780	LIUNA	MONITORING TECHNICIAN
57781	LIUNA	NURSING ASSISTANT
13414	LIUNA	PHARMACY TECHNICIAN I **
13418	LIUNA	PHARMACY TECHNICIAN II **
98548	LIUNA	SR CLINICAL LAB ASSISTANT
13420	LIUNA	SR PHARMACY TECHNICIAN

Note: \*\* - indicates that some/all incumbents work in the Community Health Centers (CHCs) and would only be eligible for the shift differential if working an extra shift at the Medical Center or Correctional Health Services (CHS).

All other terms and conditions of the MOU between the County and LIUNA remain unchanged by this Side Letter. While this Side Letter is intended to temporarily modify the terms of the MOU, it is not the parties' intent to have these Side Letter terms incorporated into the final MOU unless agreed upon between the parties in writing. These measures are intended to be temporary and will only be implemented and discontinued at the discretion of RUHS Executive Management.

These provisions shall become effective the first full pay period following signatures by both parties.

Brenda L. Diederichs

Asst. County Executive Officer/ Human Resources Director

County of Riverside

Date

Victor Gordo

**Business Manager** 

LIUNA Local 777