



Message from Your Bargaining Team:

State Labor Board Issues Complaint Against Riverside County

Dear Fellow SEIU 721 Member,

January 2012

As many of you are already aware, in late November Riverside County manufactured an impasse to avoid the implementation of new labor laws that went into effect on Jan. 1, 2012. One of the new laws (AB646) would require the county to participate in fact finding and mediation prior to being able to impose any terms and conditions of employment on employees. Another one (AB195) would require the county to provide accurate financial information in response to an information request. To avoid this, the county hastily declared an impasse in negotiations with SEIU 721 and demanded that members accept their Last, Best and Final Offer (LBFO). On Nov. 21, 2011, SEIU 721 members overwhelmingly voted to reject the county's LBFO at which time the county notified SEIU of their intent to impose terms and conditions of employment.

During a true impasse, the employer has the ability to impose a portion or all of their LBFO. The employer is only allowed to impose these terms and conditions of employment for a period not to exceed one year in duration. However when the county served SEIU with their Terms and Conditions of Employment (TCE) on Dec. 1, 2011, they did not implement their entire LBFO on all employees and included many terms and conditions of employment that exceeded the one-year limit.

Just in time for the holidays, the county callously implemented a 3% reduction in take home pay on ALL members in the form of a partial pick-up of the pension contribution, Employer Paid Member Contribution (EPMC). The county took this action even though the TCE they served on SEIU 721 clearly stated this reduction would only apply to employees hired after Jan. 9, 1992. As of this date, Employee Relations has now sent the SEIU bargaining team **four** different versions of the county's initial Terms and Conditions of Employment ([TCE rev. 4](#)) without providing any opportunity to return to the bargaining table. This is yet another Unfair Labor Practice (ULP) committed by county management in violation of California Government Code section 3505. The county cannot lawfully impose new terms and conditions of employment without providing an opportunity to negotiate over these changes. The county believes they can hide behind their own incompetence and blame it on simple "clerical errors." However, this is another in a rapidly growing number of ULP charges against the county that we have filed.

In the first of many victories to come, on Dec. 22, 2011, the Public Employment Relations Board (PERB) issued a complaint against Riverside County for engaging in unfair labor practices in violation of California Government Code section 3500 et seq. PERB ruled the SEIU 721 bargaining team had requested information which was clearly relevant and necessary for SEIU to represent members during negotiations. The State Labor Board issued this complaint due to the county's refusal to provide the SEIU bargaining team with information on health plan benefits. SEIU 721 is committed to pursuing all legal means necessary to secure a fair contract for members and to hold county management accountable for engaging in such unfair labor practices. Five other ULP's have already been filed and are currently under review by PERB, including the unlawful impasse. The first court date for this ULP ([case# LA-CE-689-M](#)) is scheduled for Feb. 14, 2012, at 10:00 a.m. in Glendale.

These ULP's are significant because the county cannot declare an impasse when they have failed to provide information required for the bargaining team to make informed decisions on bargaining positions. This is why the county took such drastic measures to frantically impose before the end of the year to avoid having to engage in mandated fact finding and mediation. They do not want their improper labor

tactics open to an outside neutral review process that would require them to provide all requested information and expose the county's financial ability to fund some of our proposals.

There have been other significant developments in December that affect SEIU 721 Riverside County members:

- Less than a month after imposing on SEIU 721 stating they had "no new money to put on the table," the Board of Supervisors approved a long-term contract for the Deputy District Attorney Association which gave the DDA's over a 30% increase in their salaries through five additional salary steps (13.6%), 7% in COLA's and resuming regular step increases retroactive to September 2011 based upon the rate they would have been at prior to the freeze (11%). They will also receive a \$150 increase in FLEX benefits and 300 additional hours of annual leave.
- Immediately after granting the DDA's this \$12 million deal, the Board of Supervisors rushed to unlawfully impose pension reform on [LIUNA 777](#) members before January 1 starting with a 2% reduction in take home pay in addition to the 10% in furloughs they are still completing.

To be very clear, the county NEVER offered SEIU 721 members anything even remotely close to the deal that was ultimately given to the DDA's. At no time did the county ever offer anything better than what was contained in their LBFO. The bargaining team was willing to discuss pension changes, but would not agree to have SEIU 721 members carry the burden of the county's demands. Due to LIUNA 777's pension re-opener clause, another union had to agree to pension reform before the county could impose it on LIUNA's 8,000 members. So when neither SEIU nor DDA bargaining teams would agree to the county's concessions with absolutely nothing in return, the county knew they had to do something quickly before January 1 or they would lose their opportunity to impose on LIUNA. The DDA's are 381 employees compared to SEIU's 6,000. Even Board [Agenda Item#3.28](#), the Form 11 submitted to the Board of Supervisors for approval on the DDA deal on Dec. 20, 2011, did not include any of the required financial data for the impact on Net County Cost. It is clear the Board of Supervisors did not care how much it cost as long as it enabled them to impose their politically motivated pension reform on LIUNA too. You should not focus your anger on the DDA's though, if the county had offered the same sweet deal to SEIU members, we would have voted for it too. Instead, focus your anger on the true culprits – the Board of Supervisors who voted to impose on SEIU 721 and LIUNA 777 regardless of the sacrifices these lowest paid employees have already made. In fact, if the Board of Supervisors were truly interested in cost savings, they would discontinue the \$2.2 million in supplemental pensions they give to managers, Human Resources and themselves each year. ([Click to read Press-Enterprise article on expensive perks.](#))

The SEIU 721 bargaining team stands ready, willing and able to return to the bargaining table to negotiate with the county in good faith, but the Board of Supervisors will continue to refuse to do so until members convince them otherwise. This is the reason why every single member needs to sign up to participate in the upcoming job actions. If you choose not to participate, the end result is simple - the county will continue to change its terms without negotiating in good faith and will continue to take more money out of our pockets each month. Just look at your current pay advice, can you afford to have your income permanently reduced by several hundred dollars each month while your cost-of-living expenses and health care premiums continue to rise? The decision is yours.

If this is unacceptable to you – unite with your co-workers and take a stand for fairness, fight for your family and your future! Talk to a bargaining team member or your Worksite Organizer, sign the petition circulating at your worksite and get involved.

United for our future,

The SEIU 721 bargaining team