



SEIU Local 721 Riverside County Bargaining Team

Summary of Terms & Conditions of Employment

December 2011

Dear Fellow SEIU 721 Member,

The following summary is to be used as a resource for you to better understand the impact of the Terms and Conditions of Employment that were improperly imposed on you by Riverside County on 11/22/2011. As promised during our authorization vote, SEIU 721 will continue to utilize all legal means necessary to enforce your rights to collectively bargain in good faith with our employer.

The County cannot legally impose terms and conditions of employment beyond a one year term. For them to include additional reductions to your wages and benefits outside of this time frame and well into 2013 is indicative of their intent to continue to refuse to bargain in good faith into the future.

You may have also noticed that the County erroneously included language in many areas that says your Bargaining Team had "agreed" to certain provisions. For clarification, the SEIU Bargaining Team DID NOT agree to the terms and conditions outlined in the County's document. In fact, the County's proposal was overwhelmingly rejected by over 92% of our voting members!

While we are under these Terms and Conditions of Employment, SEIU 721 has the right to demand to meet and confer over any changes in mandatory subjects of bargaining, such as work schedules, assignments, promotions, transfers, work rules, policies, dress codes, procedures, discipline, compensation, etc. If you experience ANY CHANGES from your previous working conditions, please immediately contact your Worksite Organizer.

The County is also trying to unlawfully impose limitations on which employees they want to engage with us in bargaining for, such as only employees in the Sheriff's Department, but only as related to recruiting or retention issues (pg 124) and registered nurses but only those assigned to RCRMC or Arlington Campus (pg 133). The County is not lawfully allowed to randomly pick and choose whom they want to negotiate with and the bargaining team will continue to demand to negotiate for a fair contract for ALL MEMBERS!

The County has opted to omit language from earlier signed agreements they had already made with SEIU 721 and were included in their Last, Best, and Final Offer (LBFO), such as benefits for 72-hr nurses (pg 8), uniform allowances for certain job classifications within Parks (pg 101), and the composition of Labor-Management Committees at RCRMC (pg 118). This is the equivalent of a written promise or handshake that has been broken and is further proof of the lack of honesty and integrity on behalf of the County to its employees.

If you are wondering why their document skips from Article 13 to Article 15, it is because the County correctly omitted the anti-strike clause from their terms and conditions of employment. However, in their haste and glee to impose drastic reductions in your take home pay, they were not

prepared to actually remove Article 14 from the Table of Contents or appropriately renumber the remaining articles.

New provisions included, which were obtained from our previous Fairness Agreement, are a special overtime rate for employees in the Transportation Department (pg 10), who are called out during emergencies, and minimum court callback pay for employees in Sheriff's Department (pg 28 – this is also subject to pending arbitration to make it apply to all employees). This illustrates the importance of establishing a sound Fairness Agreement for all members that does not exclude certain sectors of management employees.

New Imposed Terms and Conditions:

- 1) Step/merit increases will resume 07/01/2012 based upon anniversary dates, but will be limited to 1 step increments/advances even though LIUNA will begin receiving the regular 2 step merit increases on the same date (pg 28-29).
- 2) Written confirmation of temporary promotions will now be placed in an employee's personnel file (pg 34).
- 3) Employees that don't have access to a secure computer at their worksite to view or print their pay advices may receive a copy from their payroll representative (pg 35).
- 4) Employees can now use sick leave to care for their parents-in-law or siblings-in-law (pg 42).
- 5) Employees will be entitled to their previous retirement benefit levels upon reinstatement or reemployment within two years following lay off (pg 77).
- 6) Employees in ALL departments are now allowed to wear union-affiliated ID badge holders, lanyards, wristbands, lapel pins, and/or buttons (not exceeding 2" in diameter). Now more than ever is the time to show your support! Employees may no longer be disciplined for violating any dress code that is not outlined in the terms and conditions of employment (pg 79).
- 7) Minor changes to the dress codes for the Department of Mental Health (pg 79-82), Assessor-County Clerk-Recorder (pg 88-93) and Agricultural Commissioner's Office (pg 102-105).
- 8) A general wage increase in the form of a single step increase (approx 2.71%) added to the top of all salary scales on 07/01/2012, but only employees that have been at the top of their salary scales for more than a year will receive this increase starting on 07/12/2012 (pg 123).

NOTE: Due to LIUNA's Fairness Agreement, if they do not have a new MOU in place by this date, they will also receive this across-the-board general salary increase. It is also highly unlikely that the County would have had the opportunity to improperly impose terms and conditions on

LIUNA that quickly either due to new protections offered under AB 646 which goes into effect on 01/01/2012 and would mandate the County participate in fact finding.

- 9) The County is adding two lower salary steps to the bottom of all salary ranges to reduce the starting pay for all SEIU represented classifications by a minimum of 5.5% (pg 124). This was not in the County's initial proposal, but if you recall Supervisor Bob Buster changed his mind during our negotiations and publicly stated that he wanted employees to suffer a 5% wage cut.
- 10) The County will maintain the maximum base salary of all supervisory classifications at a minimum of 5.5% above the base salary of their highest paid subordinate classification, but it is unclear if the effective date of such corrections will be within 60 days of completion of a compaction study (pg 125) or the first day of the pay period following the act that caused the compaction (pg 127). It is also unclear at what time incumbents affected by salary adjustment III would receive their salary adjustments (pg 125).
- 11) The County will now ensure union bulletin board space is visible and accessible to all SEIU represented employees at the work site, instead of being behind closed & locked doors which had been inaccessible to many members (pg 127).
- 12) The County will provide SEIU with an electronic monthly report on the use of all union release time and will process requests for release time within a reasonable time frame of receipt. Employees using union release time shall no longer suffer any loss in compensation as the County had been selectively inflicting on active members during these last two years. The County will no longer deny release time requests submitted at least 4 weeks in advance (pg 128).
- 13) The County will also provide additional release time to allow authorized union member representatives that work in 24/7 operations to attend monthly leadership meetings as long as it does not exceed the monthly time allotment (pg 130).
- 14) A new Fairness "Clause" (not an "Agreement", because we certainly did not agree) was added which is really quite "unfair" and offers absolutely no protection or equality other than in the event LIUNA or a small sector of Management, Unrepresented, and Confidential employees were to receive across-the-board wage or benefit increases. In other words, the County may selectively provide increases in piecemeal fashion, but as long as they don't give the increases to everyone at the same time, the provisions within the article will not be triggered and SEIU members will receive nothing (pg 133-134).
- 15) Retirement (pg 37-38):
 - a. All new employees shall receive 2%@60 based upon a 3 year average; however, the County has not provided an actual effective date. The language refers to the "date of

adoption by the BOS of the new tier of pension,” so it is unclear if the County intends to retroactively try to apply this to employees that have been hired since March 2011 when the BOS conceptually adopted their pension reform. This would be another illegal action on the part of the County since such pension plans are considered vested rights.

- b. Employees hired after 11/30/2011 have to pay full EPMC (currently 8%) for duration of employment with no max cap on the contribution level.
- c. Existing employees that are still paying their EPMC (currently 8%) will have to continue to do so for the duration of employment with no max cap on the contribution level.
- d. Existing employees, hired after 01/09/1992, that are not paying any of their EPMC will have to pay 3% starting on 12/01/2011, an additional 3% on 07/12/2012, and an additional 2% on 07/11/2013 for a total max cap of 8% on the contribution level.
- e. It is not clear what the County intends to do with existing employees that were hired prior to 01/09/1992 since there is absolutely no language to that effect in the Terms and Conditions of employment presented by the County. It would appear the County only intends to continue paying the full EPMC, as was previously promised in lieu of general wage increases at the time, to the most tenured SEIU members in the County.

Beyond what is outlined above, the other provisions within the Terms and Conditions of Employment will generally remain the same as our previous MOU.

If you have any questions, please contact a Contract Action Team member, bargaining team member, Worksite Organizer, call the union office, or e-mail us at rivcoseiu@gmail.com.

Regards,

The SEIU Local 721 Riverside County Bargaining Team