

## **Riverside County Bargaining Update (August 1, 2017)**

**Following this update you will find the grim litany of cuts to your pay and benefits that the County has included in its Last, Best, and Final Offer, (LBFO). This is obviously not something to which we can agree. And, frankly, I don't accept that this is the best that the County can do.**

**Throughout this process the County has refused to bargain in good faith. Actually, a more accurate way of stating that would be to say that the County Human Resources Department, (HR), has sabotaged any possibility of good faith bargaining between LIUNA and the County.**

**We have learned that the HR team did not even present our last proposal to the Board of Supervisors, (BoS). The BoS gave direction to their staff to issue the LBFO without even realizing that we had made a proposal that could well be within the zone of something to which they would agree. That proposal was simply to maintain the status quo for 24 months, with some increases to the flex benefit to absorb some of the big increases that are coming to the Exclusive Care and United Health Care rates. The HR team deliberately withheld this proposal from the BoS. We also suspect that the proposal we made prior to this last one was not shown to the BoS. We are working on confirming that now.**

**We are in the process of scheduling another meeting with the County to respond to the LBFO. Since the BoS were never given the opportunity to review and properly respond to our proposals, we intend to recapitulate our most recent proposal. This time, we will not only present the proposal at the Bargaining Table, we will also see that it is hand delivered to each member of the BoS.**

**Up until now, both the BoS and the members of LIUNA have been deprived of the opportunity to engage in a process that adheres to the principles of good faith and fair dealing.**

**I do not accept that it is too late for this process to be salvaged. I do not believe that it is too late to salvage our long and productive working relationship with the BoS. And I certainly do not accept that our options are limited to submitting to working conditions that are truly unacceptable or going to impasse.**

**Accordingly, we will making one last appeal to the BoS to come to an agreement that is sane and rational for both the County and LIUNA.**

**Below, I've included most of the cuts listed in the LBFO. Not all of them affect everyone, but you'll see that they are looking to gouge every nickel out of us that they can. This LBFO represents a rolling back of 20 years of improvements to our MOU, and represents as aggressive an assault on employees as we've ever seen at the bargaining table. So much so, that we have wondered if the BoS is even aware of everything contained in this offer cooked up by County HR and KBMG.**

**As soon as we have a bargaining meeting scheduled, (or any other relevant news) I will let everyone know.**

**In Solidarity,  
Stephen Switzer, Business Manager**

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### **Cuts proposed in the "Last, Best, and Final Offer" to LIUNA**

- **No cost of living adjustment.**
- **No increase to flex plan benefits.**
- **Permanent elimination of 2 step merit increases in favor of one step increases.**  
**This reduces merit increases from 5.5% to 2.71%.**

- **Scaling back time that is eligible for call back pay.**
- **Bilingual Pay**  
**Anyone can be made to use their bilingual skills whether they are receiving bilingual pay or not.**

- **Working out of class**  
**The County can currently work you out of class 480 during the course of the entire MOU. They want to change that to 480 hours each year.**

- **All memos**

**Directive, Corrective, and Counseling Confirmation memos will be placed in your personnel file PERMANENTLY and these memos are not something which can be grieved.**

- **Grievances**

**We can no longer grieve Medical Certification placements, which is a section of the contract that the County violates quite frequently.**

- **Nursing Assistants**

**Hours (and PERS contributions) will be slashed by 16 hours per pay period. Shift differentials for CNA's and Intake Specialists will be eliminated.**

- **Inconvenience pay for the Travel Road Crew slashed by 25%.**

- **POST Certification Pay**

**New Sheriff's Dept. employees will only receive POST pay as a non-PERSable differential paid only for hours worked. It will only be a matter of time before they come after those who have been "grandfathered in."**

- **Delaying the start of shift times to disqualify hours worked from receiving the differential.**

- **Step increases can be withheld for reasons unrelated to your performance i.e., if your supervisor can't get it together to get your review done on time, you will not see an increase until they get around to conducting your review.**

- **Difficult to recruit pay will be replaced by non-PERSable stipends.**

- **Involuntary demotions will result in the employee being placed at a lower step than if they had never promoted, effectively disciplining a person twice.**

- **Initial and promotional probations are, in most case, being doubled in length.**

- **All employees will be forced to use direct deposit for their pay checks.**

- **Sick Leave will only accrue during hours actually worked.**
- **Cooks and Food Service Workers assigned to County kitchen facilities are currently entitled to one meal during their shift. The County is taking that away. Can you say mean spirited?**
- **Elimination of the provision that allows you to expand the number of vacation hours you may bank when there are legitimate reasons for being unable to take vacation time. This is particularly nasty when you consider that the reason an employee can't take vacation will always be due to some department need.**
- **Written Reprimands can no longer be appealed.**
- **Overtime and Shift Differential pay will not be paid when an employee is REQUIRED by the County to testify in an arbitration.**
- **Limiting back pay when unjustly terminated. Currently, when the County fires someone without cause, and an arbitrator orders that the employee receive full back pay, that is always reduced by any income the employee received that they would not have received had they not been terminated, i.e., Unemployment Benefits or any income from a job that was taken after the termination. Now the County wants to withhold income you receive from any second job that the employee held at the time of termination. That may not even be legal.**
- **Inclusion of a management rights clause that pretty much gives management carte blanche to do whatever they want whenever they want.**

**There are other items in the LBFO that are just as distasteful as all of these, but I think you are getting the idea.**

**SW**