



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

5.31.2011

DO NOT WRITE IN THIS SPACE: Case No.: LA CE 692 M Tracking No.: 4587K887W971 Date Filed: 5/30/2011 3:30:53P

INSTRUCTIONS: File the original and one copy of this charge form with proof of service attached to each copy in the appropriate PERB regional office (see PERB regulation 32075). Proper filing includes concurrent service and proof of service of the charge as required by PERB regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES NO If yes, Case Number:

1. CHARGING PARTY: EMPLOYEE EMPLOYEE ORGANIZATION EMPLOYER

- a. Full name:
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221
- b. Mailing Address:
4004 KEARNY MESA ROAD
SAN DIEGO, CA 92111
- c. Telephone number:
(858)-560-0151
- d. Name, title, and telephone number of person filing charge:
FERN M. STEINER, ATTORNEY, (619)-239-7200
- e. Bargaining unit(s) involved:
CLERICAL (CL); CONSTRUCTION, MAINTENANCE, OPERATIONS AND REPAIRS (CM); CRAFTS (CR); FOOD SERVICES AND HOUSEKEEPING (FS); HEALTH SERVICES (HS); AND SOCIAL WELFARE (SW)

2. CHARGE FILED AGAINST: (mark only one) EMPLOYEE ORGANIZATION EMPLOYER

- a. Full name:
COUNTY OF SAN DIEGO
- b. Mailing Address:
1600 PACIFIC HIGHWAY, ROOM 203
SAN DIEGO, CA 92101
- c. Telephone number:
(619)-531-5853
- d. Name, title, and telephone number of agent to contact:
SUSAN BRAZEAU, LABOR RELATIONS OFFICER, (619)-531-5853

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

- a. Full name:
- b. Mailing Address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Government Code section 18524.)

- a. Full name:
- b. Mailing Address:
- c. Agent:

5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes No

6. STATEMENT OF CHARGE

- Educational Employment Relations Act (EERA) (Gov. Code sec. 3540 et seq.)
- Ralph C. Dills Act (Gov. Code sec. 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code sec. 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code sec. 3500 et seq.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code sec. 99560 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code sec. 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code sec. 71800 et seq.)

b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are:

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (a copy of the applicable local rule(s) MUST be attached to the charge):

MMBA 3502, 3505, 3505.3 and 3506; PERB Regulation 32603 1(a), (c) and (g).

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and not conclusions of law. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)*

SEE ATTACHED

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge

and belief and that this declaration was executed on MAY 30, 2011 at SAN DIEGO, CALIFORNIA.

(Type or Print Name)

(Signature)

Title, if any: **ATTORNEY**

Mailing address:

**401 WEST A STREET, SUITE 320
SAN DIEGO, CA 92101-7911**

Telephone Number: **(619)-239-7200**

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of SAN DIEGO, State of CALIFORNIA. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is:

401 WEST A STREET
SUITE 320
SAN DIEGO, CA. 92101-7911

On MAY 30, 2011, I served the UNFAIR PRACTICE CHARGE AND ATTACHMENTS on the parties at the addresses or fax number listed below:

SUSAN M. BRAZEAU
COUNTY OF SAN DIEGO
OFFICE OF LABOR RELATIONS
1600 PACIFIC HIGHWAY, ROOM 203
SAN DIEGO, CA 92101

by (check the applicable method or methods):

- Placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid.
- Personal delivery.
- Facsimile transmission in accordance with the requirements of PERB Regulations 32090 and 32135(d).

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on MAY 30, 2011, at (City and State where executed) SAN DIEGO.

CALIFORNIA.

FERN M. STEINER

(Type or print name)

(Signature)

Attachment to PERB Unfair Practice Charge

Since on or about November 30, 2010 and at all times thereafter and in particular on December 21, 2010, January 20, 2011, and April 27, 2011, the County of San Diego has negotiated in bad faith by proposing an extension of the Memoranda of Agreements for all the bargaining units represented by SEIU Local 221. A copy of the proposed extension and the modified proposed extension is attached. The County proposed the extension to all the County bargaining units, not just those represented by SEIU Local 221. Eight unions were given the same proposal for extension. The County made the proposal to all the bargaining units because it did not want to engage in negotiations. The offer was a "one time offer." It was made clear during discussions about the proposed extension that should any unit not accept the extension of their respective Memorandum of Agreement and insist on having negotiations, to which the units were legally entitled upon expiration of the last extension of the Memoranda of Agreements, that the proposals made by the County in the proposed extension would not be remade and any proposals on those issues would not be as good as the proposed extension. It was stated by the County on November 30, 2010, that this extension proposal was a "1 time offer, if you don't accept will bargain, but you will not see these proposals." On January 20, 2011 the County stated "Don't see proposals being better in negotiations, as matter of fact even worse." A copy of the bargaining notes are attached.

SEIU 221 put out for a ratification vote the proposed extension by the County. The following bargaining units ratified the contract extension offer: Appraisal, EDP, Fiscal and Purchasing (AE); Middle Management (MM); Profession (PR); Public Services (PS); Registered Nurses (RN); and Social Services Supervisors (SS). The following bargaining units did not ratify the contract extension offer: Clerical (CL); Construction, Maintenance, Operations and Repairs (CM); Crafts (CR); Food Services and Housekeeping (FS); Health Services (HS); and Social Welfare (SW). The County and SEIU 221 entered into negotiations for a successor Memorandum of Agreement for the six units that did not ratify the extension.

The County during the discussions on the proposed extension and during the negotiations with the six units that did not ratify the extension of their Memorandum of Agreement made it clear that the retirement cost was the paramount issue for the County. During the negotiations with the six units that did not ratify the extension of their Memorandum of Agreement, when questioned about whether the County was freezing step increases or proposing to eliminate premium pay for various job duties for all the bargaining units in the County, the County stated on April 27, 2011 "On extensions, we did not open up the agreement on those who were willing to work with us. Wanted to all work together with the other units to see how we'd do over the next 2 years. As part of the extension, we agreed not to open the agreement. So these items were not discussed...During our extension talks, we said we didn't know what would be happening in the next two years. We asked, 'Would you be willing to work with us under these parameters and see where we are in two years?' Parameters that they were willing to work with us on...we didn't have to open these. We were working together to extend the MOAs. We're here today and are in collective bargaining for a successor agreement. As you saw in the numbers we have huge increases in our retirement that we have to address. Would not be prudent for the county not to address those issues." The County further stated "We had associations approach us wanting that [an extension]. They knew they did not want their MOAs opened up during these economic times. So we

worked cooperatively with 7 other groups in the County." A copy of the notes from that date are enclosed.

The County's intent in proposing the extension with the threat that units that did not cooperate by ratifying the proposed extension would suffer in negotiations for a successor memorandum of agreement was to coerce the bargaining units into accepting the proposed extension or suffer the consequences. The County's intent was to subvert the legal right of the bargaining units to engage in negotiations for a successor memorandum of agreement – to subvert the negotiation process. The County further is penalizing any bargaining unit that did not "cooperate" with the County by ratifying the proposed extension, by proposing draconian take aways in bargaining not proposed to any unit that "cooperated" with the County by ratifying the proposed extension. It is understood that the bargaining units have no right to insist upon bargaining demands free from economic disadvantages, but, they do have a right engage in collective bargaining without threats and acts of punishment if they exercise that right. The County does not have the right to penalize the bargaining units for exercising their right to bargain. If the sole issue in the proposed extension and the open negotiations, is containment of the cost of pensions, and that containment is achieved by the proposals made in the proposed extension, there is no basis other than penalizing the bargaining units that declined to "cooperate" for proposals relating to the cessation of step increases and the removal of premium pay categories. There is no compelling reason for the County to propose more draconian take aways to meet its goal of pension containment than was proposed to the all the County bargaining units. The proposed take aways in the proposed extension were sufficient to address the County's goal of pension containment. The proposed take aways in the present negotiations are to penalize the bargaining units that did not cooperate.

The County appears intent to reach impasse rather than to engage in meaningful collective bargaining.

The County has also engaged in unlawful surveillance of SEIU Local 221 bargaining unit members engaged in union activities. On or about April 20, 2011, employees on a unity break in Escondido marching along the sidewalk on Valley Parkway were photographed by Mark Silvia, Manager. The unity breaks are taken during the employees break times or lunches. On or about May 5, 2011, Francisco Puentas, a manager, photographed employees on their unity break on the sidewalk in front of a Jack in the Box. He also interrogated them about when they went to lunch and when they returned from lunch. Since the collective bargaining has begun, management has begun to require employees to report their break and lunch times. Prior to these collective bargaining negotiations, the employees had not been monitored on these times.

The County is also having managers and supervisors interrogate employees about their attending negotiations to which they are legally entitled to attend as bargaining representatives. Employees have been interrogated when they request vacation time off, the purpose of the vacation time off. Prior to the negotiations, the employees were not asked the purpose of their request for vacation time off. In the Department of Public Works, supervisors are to report any requested vacation time for employees attending labor negotiations to DPW Human Resources. While the employees in DPW are not being

denied the time off, the DPW is monitoring the use of vacation time for this purpose. Vacation time is time off the employees have earned.

On or about May 12, 2011, Walker Maxey, Secretary for the Manager at an Escondido County facility, took notes of the announcement made by the union regarding the unity break scheduled for 2:30 p.m. She advised employees when asked what she was doing that she was instructed to do so.

The County is also prohibiting employees from displaying pro-union paraphernalia or signs in their workplace. The County allows personal items to be displayed and is only restricting the display of pro-union insignia. On or about May 13, 2011, supervisors were advised to monitor and ensure that staff are not "advertising labor messages on the work floor or in cubicles." Such statements were to be limited to the union bulletin board. Such messages had not previously been prohibited or restricted to the union bulletin board. An employee in the Health and Human Services Department on or about May 23-27, 2011 was instructed to remove a pro-union poster.

By the totality of the circumstances the County is engaging in bad faith bargaining by penalizing the bargaining units that did not ratify the proposed extension and by engaging in unlawful surveillance and monitoring of employees engaging in lawful union activity. The County is also interfering with employees entitled to be at negotiations as bargaining representatives. The County is further interfering with employees by questioning them concerning their taking vacation time and monitoring if that time is used for union activities.

Rec'd 11:08 AM
from M94

**TITLE: MOA Extension For AE, CL, CM,
CR, FS, HS, MM, PR, PS, RN, & SS Units**

DATE: 11-30-2010

The parties agree to extend the current MOA for two additional years effective June 17, 2011 through June 27, 2013 under the following conditions:

1. Effective July 1, 2012: One-time monetary payment equivalent to 2% of base pay for all regular employees who have paid service during payroll 01. Payment to be paid on the pay day of payroll 02 (August 3, 2012). Part time employees shall receive a pro-rated amount according to their Standard Hours.
2. Article 9, Section 2(A)(3) County Contribution towards Flexible Benefit Plan:
Effective January 1, 2012: 5% Increase

	Per Month	Approximate Annual
Employee Only	\$401.00	\$4,812.00
Employee + 1	\$597.00	\$7,164.00
Employee + 2 or More	\$856.00	\$10,272.00

Effective January 1, 2013: 5% Increase

	Per Month	Approximate Annual
Employee Only	\$421.00	\$5,052.00
Employee + 1	\$627.00	\$7,524.00
Employee + 2 or More	\$899.00	\$10,788.00

TENTATIVE AGREEMENT

COUNTY OF SAN DIEGO:

SERVICE EMPLOYEES INTERNNATIONL
UNION, LOCAL 221 (AE, CL, CM, CR, FS,
HS, MM, PR, PS, RN, SS Units):

SUSAN BRAZEAU

DATE: _____

ERIC BANKS, PRESIDENT

DATE: _____

TITLE: MOA Extension For AE, CL, CM, CR, FS, HS, MM, PR, PS, RN, & SS Units

DATE: 11-30-2010

3. Article 9, Section 1(A)(1) Retirement Offset:

AE, CL, CM, CR, FS, HS, MM, PR, PS, RN, UNITS

TIER A:

Effective July 1, 2011: Reduce offset to 6.0%

Effective July 1, 2012: Reduce offset to 4.5%

TIER B:

Effective July 1, 2011: Reduce offset to 5.5%

Effective July 1, 2012: Reduce offset to 3.5%

SS UNIT

TIER A:

Effective July 1, 2011: Reduce offset to 5.0%

Effective July 1, 2012: Reduce offset to 3.5%

TIER B:

Effective July 1, 2011: Reduce offset to 4.5%

Effective July 1, 2012: Reduce offset to 2.5%

4. Eliminate the retirement offset for all employees hired on or after July 1, 2011.
5. This tentative agreement is contingent upon adoption by the Board of Supervisors.
6. This offer to extend expires December 30, 2010 at 5:00 p.m.

TENTATIVE AGREEMENT

COUNTY OF SAN DIEGO:

SERVICE EMPLOYEES INTERNNATIONL
UNION, LOCAL 221 (AE, CL, CM, CR, FS,
HS, MM, PR, PS, RN, SS Units):

SUSAN BRAZEAU DATE: _____

ERIC BANKS, PRESIDENT DATE: _____

Eric
Alexis



SD County Negs

11-30-10

Susan Baagean

Brad Pantin

Bandy Whitney

Cathy Barrett

Susan B

1 time offer to extend current MOA -
mtgs w BOS / met with all 8 unions - gave each
union same offer

why extend: (1) Economy is bad - prop taxes
coming in in the negative...

(2) Retirement is very expensive - \$65 million
dollar gap county has to fix

Cities & counties increasingly see to take
more responsibility for their retirement offset...

current offset is 7% → 6% for SS Bang unit
Calpers is 8% - cities having see pick up full amt

proposal -

Reduce Retirement offset by

2 1/2% for tier A - yr 1 yr 2

3 1/2% for tier B 1 1/2 2

- offset some of \$65 million unfunded -

flex credits - 1/1 - 5% increase

Increase flex credits 5% each of
next 2 years

2nd 2% - 1 time keep sum payment of base salary

M97 presented MOA Proposals - 11:08 AM
1 for all units, 1

County doesn't want to engage in Collective
Bargaining - because of economic conditions
1 time offer - if don't accept will
bargain, but you will not see these proposals

Caucus
11:12 AM
12:27

Art IV, Sec 3.4
SACR Ord #8588

SB

Why Dec 30 - typically start regs - Feb/March -
need to know where going - gives us time to
do our strategy...

non-represented ees would be subject to this...

Emi

no. 4 is extremely difficult - divided
people
having hard time w non-negotiable and
take it or leave it attitude...

Request Release time for mtg w members?
SACR not a problem

next meetg - Dec 21 - [11 AM]



LOCAL 221

Service Employees International Union, CTW, CLC

*presented to Mgt
12-21-10
11:44 AM*

Informal Response to the County
Extension Offer on November 30, 2010

December 21, 2010

The parties agree to extend the current MOA for three additional years effective June 17, 2011 through June 30, 2014 under the following conditions:

1. Effective July 1, 2011 through July 1, 2013, the retirement offset will be eliminated for all current and future employees according to the following schedule:
 - a. July 1, 2011: Reduce offset to 5.0%
 - b. July 1, 2012: Reduce offset to 3.0%
 - c. July 1, 2013: Reduce offset to 0.0%
2. Effective July 1, 2011 through July 1, 2013, all regular employees will receive wage increases according the following schedule:
 - a. July 1, 2011: 3% wage increase
 - b. July 1, 2012: 2% wage increase
 - c. July 1, 2013: 4% wage increase
3. Article 9, Section 2(A)(3) County Contribution towards Flexible Benefit Plan:
 - a. Effective January 1, 2012: 10.0% increase
 - b. Effective January 1, 2013: 10.0% increase
 - c. Effective January 1, 2014: 10.0% increase
4. The parties agree to reopen negotiations on non-wage and non-benefit items in July, 2012. There will be no changes made to the MOA unless by mutual agreement.
5. This tentative agreement is contingent upon ratification by the members of SEIU Local 221 and adoption by the Board of Supervisors.
6. This offer to extend expires on December 30, 2010 at 5:00 p.m.

TENTATIVE AGREEMENT

Service Employees International Union
Local 221 (AE, CL, CM, CR, FS, HS,
MM, PR, PS, RN, SS, and SW Units):

County of San Diego:

Eric Banks, President

DATE

Susan Brazeau

DATE

San Diego ~ Imperial Counties

Rec'd from Mgr of
12:28 pm
12-21-10
[Signature]

TITLE: MOA Extension For AE, CL, CM, CR, FS, HS, MM, PR, PS, RN, & SS Units

DATE: 12-21-2010

The parties agree to extend the current MOA for two additional years effective June 17, 2011 through June 27, 2013 under the following conditions:

1. Effective July 1, 2011: One-time monetary payment equivalent to 2% of base pay for all regular employees who have paid service during payroll 01. Payment to be paid on the pay day of payroll 02 (August 5, 2011). Part time employees shall receive a pro-rated amount according to their Standard Hours.
2. Article 9, Section 2(A)(3) County Contribution towards Flexible Benefit Plan:
Effective January 1, 2012: 5% Increase

	Per Month	Approximate Annual
Employee Only	\$401.00	\$4,812.00
Employee + 1	\$597.00	\$7,164.00
Employee + 2 or More	\$856.00	\$10,272.00

Effective January 1, 2013: 5% Increase

	Per Month	Approximate Annual
Employee Only	\$421.00	\$5,052.00
Employee + 1	\$627.00	\$7,524.00
Employee + 2 or More	\$899.00	\$10,788.00

TENTATIVE AGREEMENT

COUNTY OF SAN DIEGO:

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 221 (AE, CL, CM, CR, FS,
HS, MM, PR, PS, RN, SS Units):

SUSAN BRAZEAU DATE: _____

ERIC BANKS, PRESIDENT DATE: _____

TITLE: MOA Extension For AE, CL, CM, CR, FS, HS, MM, PR, PS, RN, & SS Units

DATE: 12-21-2010

3. Article 9, Section 1(A)(1) Retirement Offset:

AE, CL, CM, CR, FS, HS, MM, PR, PS, RN, UNITS

TIER A:

Effective July 1, 2011: Reduce offset to 6.0%

Effective July 1, 2012: Reduce offset to 4.5%

TIER B:

Effective July 1, 2011: Reduce offset to 5.5%

Effective July 1, 2012: Reduce offset to 3.5%

SS UNIT

TIER A:

Effective July 1, 2011: Reduce offset to 5.0%

Effective July 1, 2012: Reduce offset to 3.5%

TIER B:

Effective July 1, 2011: Reduce offset to 4.5%

Effective July 1, 2012: Reduce offset to 2.5%

4. This tentative agreement is contingent upon adoption by the Board of Supervisors.
5. This offer to extend expires December 30, 2010 at 5:00 p.m.

TENTATIVE AGREEMENT

COUNTY OF SAN DIEGO:

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 221 (AE, CL, CM, CR, FS,
HS, MM, PR, PS, RN, SS Units):**

SUSAN BRAZEAU

DATE: _____

ERIC BANKS, PRESIDENT

DATE: _____

4

ERIC
12-21-10

San Diego County - MOA Regs

12-21-10

County

Susan Baigun

Courtesy Barnett

Brad Becklin

Bradley Whitney

11-13-11

25

"hide the solarium..."

Start 11:00 AM

EB

Informal process - having a dialogue...

> 20 mtgs → 1000 all ways...

County doesn't put in General fund - might have to look at surpluses / payoffs, etc...

offset is pre tax \$ - 1% is fully loaded - FICA / Medicare, etc...

as: eliminating ... ?

SB

Good planning - not filling positions...

depends on dept

e.g. 250 in last year...

certain depts staffing ratios have to maintain...

Utilization → e.g. high copy to use emergency room → push to urgent care

Contractor Person - '09 no change

63-66 - will be 7/1/11 rates ...

845 → 83 - increase in paychecks

Caucus 11:17

11:40

Union presented Informal response to County - 11:44 AM
Extension offer on November 30, 2010

Caucus

11:48 AM

12:23 PM

SB

appreciate your creativity - really opening
contract in pieces - interested in extending
contract without doing all that -

County needs relief now - wage increases
mitigating problem...

BOS closed session 12/7 - very little
flexibility..

- 2% / line could be moved to year 1
or 1-1

- also auth to eliminate flexibility
new workers..

no more closed sessions before 12/30 ...

Mgt presented new 12/21/10 NOA Extension - 12:28 PM

Same offer to other emp orgs...

Caucus 12:30 PM

1:05 PM

ERIC

... Xanax anxiety ...

overworked / underpaid - consider your approach to be insulting...

while we recognize hard times we're proud to serve the public

- Eckard refers to the media commentary as unabated assault on public employees -
→ why does he not think your proposal is part of that unabated assault on us...

heartened by enthusiasm you continue to do your jobs

your work is valued and appreciated and you are a critical part of our County team...
... but your proposal doesn't say that ...

will send your proposal to the Board

and 1:08 PM

Team mtg - 1/4 - 6:30

EB
Alexis

BOB Carlos

San Diego County Mgt

1-20-11

extend offer for 30 days
- Feb 7

Quint

Carlos

Willie Book

Sara Boyer

Brent

Don't see proposals being better w/ regs. -
as matter of fact even worse.

Concern for lowest paid...

4.27.11

Begin: 9:22A

SB- well there are a couple of things that I would like to, is the request that you made last week on any monetary comp and bonuses, we'll have that for you tomorrow. Wanted to go over some scheduling issues that have already come up. Christina – Courtney Barette is leaving the city and Christina Rosenmeyer is taking her place. What I've done is highlighted the dates are BOS meetings and I have, I need to go to those meetings as part of negotiations and need to be part of closed sessions. Leave it open to discussion on what we want to do. 4 Tuesdays that the board meets.

JM – switch locations?

SB – try to get in the morning for the closed session agenda and sometimes doesn't happen until 2 in the afternoon and we have to sit and wait.

JM – so you have to go to the board mtgs. Can't just be available in the buildings?

SB – no I have to be there. On May 10. Thursday is not an option for me. New HR director starts and I have to be at the office on the 12th. It is his first day and I'd like to meet him. Weds/Thurs, May 12 wouldn't work for me. Not opposed to thurs/fri or whatever. Or we can wait and see what's what that week. Then we took the ground rules and went back to my understanding of what the ground rules are. We'll pass those out. If you want to read this on caucus...

EB – Who would your observers be?

SB – I doubt we'll have any, but my new boss may want to come.

JM – So, Susan, on the observer thing. We appreciate your intent, and I think we've substantially agreed to your intent re: conduct, etc., if there were 13 people here instead of 12 people here, I think it should read "may" instead of "shall" so we don't make a big deal about it.

SB – we can make the change.

JM – it'll take more time to disrupt what's happening, and if it's a problem you can raise it, we've agreed to that.

SB – Next, you requested at end of last session, verbally, the premiums and the savings that would be how many employees it affected and we have that info. Would you like us to continue and go over each premium and talk about them?

EB – Can we just have a 15 minute caucus?

SB – text me.

EB – I'll text you in the mornings...we'll figure it out.

CAUCUS called by SEIU 9:32A

END CAUCUS 9:54A

EB – so on the ground rules, so we're fine with both parties having observers, and would like to change shall to may.

SB – how about we just change it to both parties.

EB – we'll give you a date next week for when proposals will be in.

SB – Week of May 3rd, ok.

EB – Thank you for this. We would like to walk through each one of these and have a discussion. Kind of get a sense for why you picked them, what you think the impact will be on quality, why some positions picked over others.

SB – proposals or premiums?

SB – Everything that we've selected designed to help control retirement costs. Just last year we had a 72 million increase, 76 the following year, and 69 million the year after that. Over next 2 years, we'll pay over X. We have a very healthy retirement plan: 3% at 60 is a great plan. On the east coast they have about 1%. It's a costly program. Costs the ees money and the ees and the city has an offset they're required to pay. So costly, we want the ees to be responsible. The good news is you get that money back. The contributions that you make you get them back when you collect your retirement. You get back when you retire. That's how the offset was chosen and it has an immediate impact. We did put in a tier B for new hires in 09 but will not see savings for 10-15 years. The offset is now, and the economy is now, and we can't base it on our hope of what will happen. Our city is fiscally prudent, no furloughs, no layoffs. Our fiscal prudence has helped us there, and we want to maintain our fiscal prudence.

EB – for the purpose of the discussion can we keep it in CA? There's some great language in NY I could use.

SB – to look at negotiations you have to look at it globally. We're not unique in our situation in CA, and that's the only reason I make reference globally.

EB – proposal 1 – CL, FS retirement offset, how many ees will be affected and what is estimated cost savings.

SB – I don't have it here, it's upstairs in the room. You asked for the premiums so we did all the premiums.

EB – can we just stand down for 5 minutes?

JM – I thought I had your proposals, but I have my proposals, and your proposals are not in my notebook. I'd like to grab a copy really quick.

SB – I spoke with AE re: Labor Mgmt meetings, and hard for us to be in both places, she had mentioned that she hadn't spoken to you yet.

EB – I don't think that's going to work for us. Pretty traditional that during negot we suspend those.

SB – I know you're short-staffed and so are we. It'll just be Brad and I.

EB – how to deal with LM situations that arise?

SB – Alexis, we can deal with them during caucus, or we can step outside. Don't wait till we schedule another meeting, we can just talk about it.

EB – Any word on increasing the floaters at CMS?

SB – We'll discuss further and get back to you. The floaters are used to do desk days and to cover sickness. All the floaters get used for the sick days. I'll get back with them about some suggestions about how to alleviate that.

EB – Do you have those numbers...while we're waiting?

SB – I have them in different places, and I was going to write them down and give them to you.

AE – requested introductions. (Cty introduced themselves, then SEIU bargaining unit)

EB – Josie's on her way back I hear.

JM – (returns) Sorry guys. Now I can give you my undivided attention.

SB – Worth the wait.

EB – So retirement, food service, I'm assuming you will give us # of ees and actual immediate cost savings.

SB - They're ongoing costs, you can do the math.

EB – I know that some of these numbers will compound over time and I'd like to see what that is. CR/CM, same thing.

JM – in terms of the retirement offset, could you tell us when the dates were that the cty first asked us to take the offset instead of raises.

SB – Urban myth. Offset wasn't given in lieu of wage increases. It was back in the 70s. SDCERA changed the way that they were funding, all of a sudden they wanted 100% funding. The board decided to offset the ees. And that's my summary from the previous manager. There's this other theory that they were given in lieu of wage increases.

JM – the dates you do have, and the number would be good to have. Lots of cases where the employer gave the offset in lieu of wages.

SB - I looked back at old contracts and what offset went in and what the wages were at that time.

JM - that info would be very helpful.

EB - Same thing for HS and SW. So, step increases. Your proposals for CL and FS.

SB - we can address the 4 proposals on step increases (5,6,7,8). Any time you add on to wages it increases our retirement costs. 19% would be affected. 943 of the over 5,000 are already over the top step. 80% of the people are already at the top step. Does have impact for the city because it is a savings. Would help if we're not moving people up 5% every year. That automatic built in step adds to our retirement costs. The theme is everything is to offset the retirement costs.

EB - how much will that save?

SB - Will save 2.3 million.

EB - projection on impact on retirement?

SB - No.

EB - would be helpful if we have that if its part of the city's rationale. If that's the rationale you're using for all these proposals.

JM - is the normal diff between steps 5%? (Yes) So are you concerned about the long term impact of 19% of the people being frozen? Those new workers can't advance?

SB - that's why we've proposed to freeze them not eliminate them. We need some time to....can't negot on what we hope or think will happen in the future. Not uncommon. Lots of cities are freezing the steps.

JM - not part of the proposal on extension?

SB - On extensions, we did not open up the agmt on those who were willing to work with us. Wanted to all work together with the other units to see how we'd do over the next 2 years. As part of the extension we agreed not to open the agmt. So these items were not discussed.

EB - we've had a recruitment problem, any concerns?

SB - when the economy was booming. Our HR analysts are receiving more applications for than ever before. Recruitment is not an issue. The competition is getting higher in recruitments, because people are looking for jobs who wouldn't be otherwise. Also, we haven't been recruiting over the last couple of years. Just now that we've started. Most recruitments were within the city, and we've opened more entry level jobs as those people moved up.

EB - #9 - work location premiums.

SB – Our rationale on these...can we go to 11 first? It's a little different than the rest and then I'll talk about all.

#11 – we do not have any psych techs in the city. No impact to SEIU.

JM – not expecting any?

SB – old language in the city, and they don't work in these locations of facility.

JM – in proposal 11, not a single worker in any of these facilities?

SB – correct – no psych techs or LVNS at any of the locations.

JM – how long has this been the case?

SB – what we did in 06 for the LVNS, we separated out the sheriffs from the other LVNS or RNS, we did something else with their premiums. Jessie, did you have psych techs at the jails?

Jessie – don't recall having them here.

EB – so that's rural and general detention locations.

SB – only place you find psych techs is in the agency.

JM – Under your premium savings you say you save \$7K+...

SB – if you look at the last place. Med record techs, etc., that do work at those locations, and those are the only people affected by this proposal.

EB – Section 12 – are these positions filled?

SB – If you look it says ee classes listed below, and those are the 3 classes.

JM – on page 4/5 of proposal 11, you're saying these classes are filled?

SB – yes and they would be the ones receiving the positions in medical det. Facility premium. There are 51 total. Then on the next page, under SD psych hospital, you do have people in those classifications. That's the dollar amt associated with that.

JM – What do you think the impact of this will be? These are challenging...

SB – have looked at retention. Not having any problems there or in recruitment. Was a time when that was a problem, but no longer. EEs that apply at psych hospital they know what they're getting in to, and we're not having turnover.

JM – but you're proposing to do that for the current ees. (Yes). Did you do a proposal like this as part of the extension to remove premiums?

SB – we did not open the contract, no.

JM – so you did not make a proposal about it?

SB – We did not make a proposal to that. Sometimes I feel like you're trying to cross examine me.

JM – Just trying to get clarity.

SB – you can ask Eric.

JM – yes but now I'm asking you.

SB – moving on. Wanted to clarify, because it looks like a lengthy proposal. Our rationale goes the same for all work location premiums.

JM – I just need you to slow down a bit because I'm trying to ask him a question. Have you totaled what this means for individual workers by year. I know we can just do the math, but wondering if you have, maybe in Appendix A...

Would be useful if you know as we go through these what the impact is on individual workers.

SB – we looked at what people in the last FY recvd in these premiums. People don't always get the same numbers.

JM – so that's why it wouldn't work to divide.

SB – we've given you the materials to make the calculations. Don't know if I could even tell you that today. It would take us a long time to look at everyone's paycheck. If you wanted to give me an example of someone's paycheck.

JM – need to understand the impact it has on these barg. Units. It's the individual impact on the workers that they need to be clear on. 7%, 5%, .25, etc. We need to know what the impact is for individual members on barg. unit.

SB – members know what premium they get. They know on their paystubs. IF you take it out to them, they'll know. We don't have...have to look at someone's paycheck from pay period to pay period. Would be very burdensome for us to do that for 5K employees. We can give you the number of people it affects and the amount that's in the premium. We can discuss it with our team during our caucus and see if we can narrow it down.

JM - would be great if you could think about that during caucus, because we don't have access to that.

EB – So can you explain some of the rationale behind these classes being eliminated. Was there some method?

SB – only CL and FS ees that were in there. Only ones in that book that did not ratify. We don't have the authority...we're not here...A stock clerk isn't any of the groups we have to bargain with you about right now. We have no authority to bargain on those.

SB – we just cut and paste the language from the MOA into the proposals so we can keep track. Has to be a way to track, because they're in the same MOA.

EB – So anyone in CL of FS who receives these premiums that is struck without any consideration for the work they do...

SB – we've considered. These premiums were given way back when, when it was hard to recruit and retain people. Premiums roll up and affect retirement for both the ee and the employer.

EB – so...detention facilities, there are inherent dangers in those facilities.

SB – We're not asking you to work for free. Will still get wages and premiums not in the proposal. When you apply at the sheriffs dept, you know you'll be working there.

EB – understood but its often compensated when you work in dangerous situations or environments.

JM – So, have you looked into the incidents of health issues at these facilities or risk, etc. Can you tell us about that? What the record has been for the last two years?

SB – no incidences of violence for these people in these classifications. We're not concerned that by taking away the premium its going to change the working conditions there. Whether they have this extra money or not. Part of the premium is to get people in the position and to stay in the position. Maybe we're missing the point.

Whether you have a dollar or not you still report to the same place, whether you have a premium or not. Premiums are designed to get people here and keep people here and we're not having those problems.

JM – Just so you know, we're really trying to understand what the city's motives and interest are. Trying to understand why the city chose these particular premiums, workers, what the impact is. And you've said there is no impact.

SB – we've selected these barg units because that's what we're negot with. Not sure I understand why you're focused on that. We're here because these 6 barg units we do not have an agmt with.

JM – I understand. But individual proposals we have to understand for each and every one what the city's interests are.

SB – retirement and retirement costs. Answer will not change.

JM – what about impact on workers?

SB – we think we can manage it.

JM – so if there's an impact, how are you planning to manage it?

SB – I think you're trying to put words in my mouth. City has made these proposals based on retirement, and that's my final answer.

EB – So #10?

SB – Same responses.

EB – sorry just trying to line these up.

SB – yes we put the proposal number on there.

EB – yes that's helpful. Who cleans the morgue? Just curious.

SB – I don't know. You interested?

EB – no just wondered, who cleans the morgue.

JM – So – this premium is 5% (#10, item B). Correct? (yes). So if I am a Sr custodian or any of these classes that works at these facilities, you're proposing so far, to take away, on an aggregate number we're looking at 17%.

SB – I don't know. That would be assuming this ee is one of the 19%. And this premium applies to time worked. You'd have to assume they're working 40 hours a week.

JM 0 so you can see why my earlier question is impt, the impact to individual members..

SB – we can tell you on #10 that's 27 people out of the 5K.

JM – but you can't tell me yet, which I think is fair to request...can't tell us if those 27 people are at the top step or not, losing step increase, or if they're losing the % somewhere else. It's a fair request.

SB – I'm assuming this will hold true for each request. We will look at it on caucus. I have it written down several times.

JM 0 when we go to ratification, we have to be able to tell people what the aggregate impact is on that.

EB – Can I go back to locked premium facilities. Lot of the discussion was on new hires, what about people admin transferred into a locked facility. No premium?

SB – No. IN the real world you wouldn't transfer someone not in the sheriffs dept, into the sheriffs dept. In the real world that wouldn't happen.

EB – but what about Edgemore? It is possible?

SB – very slight possibility.

EB - #12.

SB - I'm going to ask Don to speak about this premium..

Don – we recruit for those positions. The program maintains a list of those who applied. People ask to go there and then leave to go to an FRC. Don't see much impact.

JM – so you're saying that there's not a lot of impact...no impact because people who like working in one facility or the other like working there and there aren't a lot of transfers.

Don – even with the premium it doesn't keep people in that job, they still transfer out. We keep a list of people looking to go into those positions.

JM – do you think the premium doesn't have anything to do with that interest? 5%?

Don – we do know that they leave even with the 5% and go back to the FRCs, happens quite frequently.

JM – be interesting to see the numbers. Usually 5% is enough for people to have interest. I'd be quite surprised.

Don – there are other non-monetary reasons people choose to go to that program. People at FRCs experience large caseloads and the caseloads aren't as large at the hospital outstations that make them more desirable.

EB – exclusively CMS positions?

Don – CMS and hospital outstations.

EB – just CMS in that facility. Case loads are different? And stress levels?

Don – case load is different. Can't speak to the stress level. Folks in the city are experiencing much greater demands. 6-8 people per day vs. 100.

JM – pretty sure we'll have substantial convo about this. Without even discussing with the team, 5% is a lot of money and as you've acknowledged, the work that these workers do is very imp't and very stressful. I'll say it's stressful, listening to the members of the team in this classification.

Don – most workers here are in FRCs so they understand exactly what I just referenced.

EB – love to talk to HS's and CMs about this. Our sense is it isn't that great over there.

JM – my ignorance...does this premium pay for pay off, but not terminal pay off. Same for all premiums?

SB – they vary...can't say if it's the most prevalent or not.

JM – does that mean it is paid for terminal pay off? Again...that's an impact we need to understand.

SB – most premiums – you don't add to a terminal pay off. More common that you would see this language.

EB – Yes I can speak louder.

SB – he's not really speaking it's mostly Josie.

JM – just trying to get clarification for myself.

EB – usually told to quiet down. We have to revisit this CMS issue.

SB – we did not expect any signatures today.

EB – hey we might get the ground rules done today.

SB – with some planks.

EB – with some planks.

BREAK 11:10A

CALLED FOR LUNCH AT 11:40A. Will resume at 1:30P
Reconvene to work on proposals at 12:45P

RECONVENE 1:37P

SB – handed over ground rules to Eric with change as discussed this morning.

EB – So, the ground rules are here, looks like what we agreed to so I'm going to sign this. Progress!

SB – Progress.

EB & SB signed ground rules

EB – I think we left off on #12 the hospital outstation one.

SB – well, you know you were going to come back to it.

EB – we have questions. To start, we don't necessarily share the assessment that going into the outstation program is less stressful, from our conversations. Our understanding is that part of the premium when you go into HOS, there's limited supervision, isn't the same environment as an FRC where supervisors are present. Different type of work, not receiving ongoing supervision. When you go into HOS program you back on to the probationary period.

Don – once you obtain permanent status, you've obtained permanent status.

Linda – told by several HOS workers, they were put on to probation when they take the 5%.

Don – you can't arbitrarily put people on probation. And I didn't say it was less stressful.

EB – referenced case load.

Don – different environment.

EB – on transfers in and out, doesn't it have to be a swap? With someone of equal skills/experience?

Don – not necessarily a swap out. Have something called an EOG. They may swap, but they open a blue sheet transfer oppty. I have no idea what the acronym stands for. Governing ground rules for FRCs and HOS on how they handle those matters.

EB – is it true there's less supervision?

Don – yes, but there's pros and cons

EB – historically, what was the precedent for the premium?

Don – I'd have to research that.

JM – I would just say that we had a discussion about this, and all the work is quite stressful. They don't think its any indication that people don't mind transferring...they think people don't want to stay at HOS and that is why the premium is warranted.

Don – two diff. work environments gets down to personal preference. Some folks like to be part of a team and others like to work individually.

EB – ongoing issue, with issues there. Esp. with floaters covering a lot of people out due to stress and workload. This one raised a lot of convo among our team. This one doesn't make much sense (they all don't make much sense), as this one not having a good rationale behind it. This one is really bad.

JM – Bad among bad. Its hard to really calculate isn't it?

EB – 13?

SB – did you have questions?

EB – so these are actual classifications where they do come into contact with inmates, correct?

SB – Correct.

EB – and I'm assuming this has happened before between you and I.

SB – happened in 2006.

SB – put in place by SEIU. Let's try it out and see if it makes sense. Been an administrative hassle. Difficulty determining what "supervise an inmate" actually means. Have detention facilities where the cooks do supervise inmates as has always been the case. We have this premium in 13 or 14, and not sure if we're discussing them at the same time. When you work in a jail, you can expect to have inmates there, and the supervision is a loose term and is administratively hard, and we tried it for several years, and its not one we want to continue.

EB – didn't work why?

SB - Hard to determine what supervision means. Grievances filed on interpretation of what is supervision of an inmate. We have law enforcement in all these areas, and its really their job to make sure the inmates are doing what they're supposed to be doing.

EB - never in the kitchen alone with roommates without a deputy sheriff.

SB - there's a rover in each area.

EB - how big is the area?

SB - there's staff assigned to each area.

EB - we don't know how big this is? People go into jail for doing bad things. I worked in a jail as an educator and there were times I needed a sheriff there.

SB - whether there's a \$1.25 or not there's still danger. We need to get real here, we have retirement costs, and we have to address them. Premiums are generally given to retain and recruit people and we do not have those problems right now. That's the overlying theme with all proposals.

JM - some classifications here are crossed out because they settled, but do you think it creates a challenging situation where some folks get the premium and others don't?

SB - we have the ability to negotiate with these classifications, and we don't with the other ones, so maybe you can look into your crystal ball for what's to come in a couple of years.

JM - we should anticipate this?

SB - in 2 years with the other groups we'll see where we are in the economic situation, and discuss it with them then.

JM - and you did not ask these other workers to give up \$210 dollars a month?

SB - we did not open up the agmt and discuss these with the other units that did not go into negot.

JM - do you know whether or not in appendix A or in any other materials, it includes the list of premiums the units get?

SB - the MOAS are all online.

JM - yes but you have *this* list for us. Do you have a similar list for the units not covered under this contract?

SB - I would look at the MOA. That's what I would do.

EB - I'm assuming the same rationale applies for 14? So...I'm assuming that if a plumber, carpenter, etc is in a detention facility and they feel unsafe, would they still be expected to do the work without the premium?

SB – yes. Adding money to their pay doesn't change the working conditions when they show up to work. What a premium does is say "if you're feeling unsafe" if we're having retention issues.

EB – so the job doesn't change?

SB – given these economic times, you hear about a lot more workplace issues. Not just in CA. You hear about it a lot more than we did prior to the economic downturn. Shootings...in FL, the east coast. Seem to increase.

JM – so you're for less safety in the workplace than more safety, right now. Just trying to connect why you mention that.

SB – This is irrelevant to these proposals. MY personal opinion is irrelevant.

JM – its is relevant. Having a convo about conditions that impact workers that you propose to radically change, including whether the workplace is more or less safe.

SB – I don't feel its less safe. What we're trying to say is that the premium doesn't change the safety of the workplace. We do not have recruitment or retention issues.

JM – is that true across the board in the city?

SB – for the ones presented here.

JM – so there's not recruitment or retention problems. Can you tell us when that stopped?

SB – when the economy went bad. As I said this morning...before we'd get 20 resumes, now we get 100. The city is a very good place to work, and people are applying.

JM – I'd say that's true in the union as well, but doesn't mean that the people applying are qualified.

SB – So many people are qualified. We're having more qualified candidates than we've had in the past. Having people in civil service...have to meet requirements, and our eligible lists are increasing...the amount of people that are eligible for the positions in the county.

JM – and you're saying in every classification that we represent.

SB – for the proposals that we have made. For the classifications that we have proposals for you, when we put these together there was thought behind these proposals and we do not feel it will be a challenge.

JM – would be helpful to know which premiums you did not put in here.

SB - Josie I don't need to do that work for you. You can look at the MOA and see which premiums we didn't take away.

JM – ok, well we can figure out how to get that info together.

EB – so, bilingual premium. Outside of this need and desire to control pension costs, this one for us needs a lot of explaining. We're a border town and county and we do know there are not just Spanish but a lot of other languages that the residents of this city speak. Our members are called on daily to use those skills.

SB – one of our most costly premiums as you can tell by the numbers.

EB – but doesn't being able...

SB – just because there's not a premium there doesn't mean the ees won't speak Spanish. We don't feel that ees need to be paid a premium to speak Spanish, and people are often surprised that they get a premium. We're a very diverse...with the new census we'll see how diverse we are.

EB – walking around the city you can see that. The question we have here is were people hired into the positions to be bilingual. How many classifications were hired to be bilingual.

SB – sometimes we say Spanish is required. We don't advertise that you get a premium with that. We get a lot of applicants that speak not just Spanish but other language, when we need that.

EB – and the Arabic people in El Cajon that go to the FRCS's you say "must speak Arabic"

SB – yes

JM – how many different languages do we offer?

SB – what kind of languages they're speaking to receive the bilingual. Spanish is by far the largest.

JM – from time to time does the city have to use interpretation services. If so under what circumstances and at what cost?

SB – sure, I can look into that.

JM – I bet it's more than \$40 in two weeks.

EB – so ees would still be expected to speak a second language.

SB – in some job classifications, yes. (EB - which ones?) Depends on the time and where they're located, and if they speak Spanish then we may still ask them to speak Spanish. Yes we would still expect them to. Just like if they showed up to another job where they used to receive a premium.

JM – other qualifications right? Some SW's required to have an MSW?

SB – the adoptions...80% of the staff is req. to have an MSW. In the PSW and Sr. PSW positions.

JM – no other workers are required? City isn't required to have a certain amount of MSW's anywhere else?

SB – I can check.

EB – So, I'm still interested that there seems to be this confusion about hiring specifically for language. Many feel they weren't hired because they speak a second language, but were given a premium when they found out. Any written requirements?

How is the tracking being kept for who is hired as bilingual? How do you know who does or doesn't speak the language?

SB – when we caucus I want to confirm what I know on this and I will get back to you on that.

JM – it would be really helpful to know how many people speak what language. Across departments.

EB – for if it's a requirement for all jobs then I would assume your entire workforce is bilingual.

SB – if it were req. For some jobs we do say for this job you need to speak Spanish or "X".

EB – yes, but anywhere you go, you'll want to be able to address the public in their native tongue. Seems like something you'd want to promote among the ees, especially when translation is so much more expensive. There's been discussion among the team about descriptions in people's classifications where there's nothing written down about that. This one really doesn't make any sense to us.

JM – has the city considered the impact on quality of services.

SB – we think that we can handle the impact (JM - How?) We have a lot of bilingual people in the city.

JM - You don't think it'll make a difference if people's premiums are taken away? (SB - hope not) won't impact the community.

SB – I guess that's subjective.

JM – not asking for your personal opinion. From my experience this is an area where people that use these services are very happy and get very worried when threatened. Particularly in San Diego where you've done such a good job of providing these services, and they're so urgently needed.

EB- and so are we to assume if we eliminate the premium you'll no longer assess the cases for who needs Spanish?

SB – well the city will still have to manage how we do that.

EB – even with the bilingual premium I know of ees that don't express their ability to speak a second language, because there aren't enough translators in certain areas. So removing the premium is really going to encourage people to use those skills?

SB – we understand your concerns.

JM – in #15 you say the city proposes to remove the bilingual premiums for CL & FS...then not in the other...

SB – we have different MOAs, so we've had to adjust the language.

JM – so for all classifications covered under both contracts, without leaving some in and some out?

SB – for the bargaining units we're here to negotiate with.

JM- impact of some getting it others not?

SB – we understand your concern, and we've given the proposals consideration before giving them to you.

JM – So you don't have an answer?

SB – We have taken them into consideration, and the city feels fine moving forward with these proposals.

JM – You say that its 527 impacted by this, and then 11 in FS, and 6 in the other 2, so altogether....544 are covered currently?

Full time, part time, how many hours lost in premium pay?

SB – we'll get that info to you as you requested this morning. Can only give info based on 09 and 10. Interesting thing about bilingual premiums is that we have people that are still receiving premiums even if they're no longer in a position where they use it.

JM – probably a lot of the reverse too right?

SB - would probably fall within the criteria that they're speaking it a certain percentage of the time.

JM – lots of people who have those language skills use them voluntarily.

SB – we have good workers at the city that provide good customer service. This is only for 09 and 10.

EB – For 15, 16, 17 on this chart – it says all classification. Which ones are getting bilingual?

SB – you'll be able to see that in the report that we're working on for you.

EB - would be helpful to know the 527, CL and FS, where do they fall.

SB – should be able to get that all for you in one humongous spreadsheet.

JM – so that's 669 people.

EB - #19. Locked facility premium. Detention facilities, central jail.

SB – sheriffs dept. 75 sr. cooks, 72 were hired knowing they'd be working in a jail, and we're not having recruitment or retention issues.

JM – so 3 of them didn't know?

SB – 75 of them total...72 of them work in a locked facility.

EB – So I'm kind of assuming that if you're in a locked facility there are inmates and you're coming into contact with them correct?

SB – yes...there are inmates in locked facility.

EB – so if you're a sr. cook, and you're taking away the locked facility premium and they're coming into contact with inmates....Same situation where there's a deputy sheriff nearby.

SB - we have law enforcement, correct.

EB – We have concern for safety on our end because no number specified.

JM – and you didn't contemplate this premium in the other extension either right? Why not?

SB – We did not open the MOA to negotiate.

JM – curious to know why city didn't contemplate at that time.

SB - during our extension talks, we said we didn't know what would be happening in next two years. We asked, "Would you be willing to work with us under these parameters and see where we are in two years?" Parameters that they were willing to work with us on...we didn't have to open these. We were working together to extend the MOAS. We're here today and are in collective bargaining for a successor agreement. As you saw in the numbers we have huge increases in our retirement that we have to address. Would not be prudent for the city not to address those issues.

JM – didn't have to offer an extension. Could've gone into full collective bargaining.

SB - we could've.

JM - So you're not saying people who voted to have these discussions were not cooperative? You've emphasized that other people who voted to accept were not given these same draconian proposals.

SB - We had associations approach us wanting that. They knew they did not want their MOAS opened up during these economic times. So we worked cooperatively with 7 other groups in the city.

SB – We are here to bargaining today with these 6 units.

EB – pension isn't really a big surprise. Could've made all of us go into negotiations, and this whole problem could've been taken care of if we'd all been forced into negotiations.

SB – what if, what if, what if. What would've happened if we weren't here today.

JM – we'll obviously have more conversation about this point as we move forward.

EB – Social work premium #21. I think we've kind of covered locked facility. Premium in #19. Are we meeting the 80% req. for MSW's in adoption? Still have a waiver?

SB – those are questions...not sure how we got on to them. I've got those down to get back to you on. We can check the requirements too.

EB – routinely in the past...MSWs are kind of a prized commodity, right?

SB – in the past.

EB – trend still holding?

SB – there's a certain amount of people because they have an MSW. When they get hired they're already being compensated appropriately. If you're required to have it when we hire you, we don't need to compensate you for it once you're here. Its taken care of in your salary.

EB- when was this one negotiated?

SB - would have to go back and look

EB - how did this become a premium?

SB – prior to...

EB – prior to you?

SB – could be recruitment and retention issues. Only an educated guess.

EB - is it helpful during the course of work...whether or not they're required to have one, isn't having one beneficial? Just because its not required to get one. Wouldn't you want your ees to be encouraged to use that training...children, elderly, the infirm.

SB – I need to go back and look at the job spec. If you're required to have it, you're required to have it. To compensate you for something you're required to have doesn't make business sense.

EB - It doesn't say its required.

SB – yes but we only hire people with MSWs.

EB – is that true?

SB – 80% of adoption staff is req. to have MSW, but if you're required why would we pay you to have it?

JM – so you would say that about every classification in the cty?

SB – no just this proposal.

JM – are there classifications where you think people should be paid to have a certain education level?

SB - give me an example, I won't speak in generalities.

JM - when we get the list of people that are still receiving premiums would be a good convo for us to have. I'd asked you earlier for a list...

SB – you asked for a list of premiums.

JM – and I asked if you had a list. A premium list.

SB – I don't have a pre-made list

JM – to Kirsten – can we ask for a list of premiums for mgmt. staff?

EB – so only in adoptions is it required to have an MSW. Just trying to get clarification. It would seem like city employees, especially in SS agencies, are often called on to be expert witnesses and experts in their field. Certain skills that come along with the training...people wouldn't necessarily put some of those skills to work if not getting a premium. Whether required or not.

EB - #22 Non routine shift changes.

SB – as you can see by the numbers....the city has gotten a lot better giving employees 14 days notice. And it's really a penalty for the city when we don't give employees the notice. Our managers do a good job, but situations arise where we have to give less notice than 14 days, and having to pay a penalty for that is (not good). We don't think there should be a penalty for that in the spirit of working cooperatively together. It also adds to the pension costs.

JM - can you tell me...if I'm called into a shift...how do you select who gets called in.

SB – that's different...that's call back. Not what this is.

JM - how do you select who gets less than 14 days notice?

SB - could be something that happens out of our control, and we need people to work a night shift for a week. We don't have 14 days notice when certain things may happen. Things that may be out of our control. The city doesn't intentionally try to give less than 14 days notice.

JM – but if you don't have to change everyone's shift in the same classification... How do you select?

SB – never by person. By requirements.

JM – how does the city decide if there are 5 qualified people that could be changed?

SB – I don't know if that's how it works.

JM – would be helpful to me to know how it does work.

EB – this could be a disruption in people's lives. Some of our members work 2 jobs, and 14 days does seem like a long time, for someone juggling another job, daycare etc. Its around \$10K...less than a supervisors' car allowance.

SB - Its out of mgmt. control. There's a fire...or other stuff outside of our control. We usually give people more than 14 days notice. That's what makes this hard to manage because of things outside of our control.

JM – how long has this premium been in place? Would be interesting to know if it is an incentive for the city to give adequate notice.

SB – many of the supervisors are represented by SEIU and don't want to do that to brothers or sisters. It just usually happens when things are beyond our control. \$35 a week does add up in the aggregate.

JM – didn't say its not a lot of money...it's a lot of money for the workers. Just keeping a mental tab as we're going through, for some workers your cutting more than a quarter of their pay.

SB - you're not calculating correctly. The 7% is of annual salary. Based on your yearly...you can't just add the percentages.

JM - still has same impact.

SB – Its not 7% each paycheck over the whole year.

JM - I do understand that its 7% of my salary divided by 52.

SB - It is a lot of money and barely puts a hole in the gap. All we're asking is that the ee pay their required share.

JM – would be stunned if in history of bargaining if this wasn't offered in lieu of wages, or wage increase. Its cheaper to give that 7% offset than any other way than on the scale. Presumably that's why the city has put money elsewhere over the years. Every other place I've worked it was initiated by the employer.

SB – in SD...even if they're not ... they have a CALPERS retirement. Retirement was different in the past, the way it was funded and how it worked. It is an enhanced benefit retirement that the ees receive. The benefit costs a lot of money, and we're asking the ee to pay their fair share.

JM – I could cite lots of other cities where they've asked for the offset back and gave a commensurate increase on pay scale.

SB – could probably cite just as many where they didn't.

JM – It is what it is. No way to avoid the cumulative impact on the workers' pay. I think you'll be stunned to see what the numbers are. For some folks its at least 7% in others it could be 25%.

SB – these are tough times.

EB – could we get the EOG that covers the transfers?

SB - something that we're working on.

EB – Just getting clarification. Asked what the EOG was, not for what it covers.

CAUCUS CALLED BY SEIU 2:54P

COUNTY ANNOUNCED THEY WERE LEAVING 4:40P

Message for the day - do the math...calculate what you'd lose and encourage others to do the same.

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of San Diego,
State of California. I am over the age of 18 years and not a party to the within entitled
cause. The name and address of my residence or business is 401 West A Street, Suite 320,
San Diego, Ca. 92101-7911

On May 30, 2011, I served the Unfair Practice Charge together with the
(Date) (describe document(s))

Attachments to the Charge

on the parties listed below (include name, address and, where applicable, fax number) by (check
the applicable method or methods):

placing a true copy thereof enclosed in a sealed envelope for collection and delivery
by the United States Postal Service or private delivery service following ordinary business
practices with postage or other costs prepaid;


personal delivery;

facsimile transmission in accordance with the requirements of PERB Regulations
32090 and 32135(d).

Susan M. Brazeau
County of San Diego
Office of Labor Relations
1600 Pacific Highway, Room 203
San Diego, CA 92101

I declare under penalty of perjury that the foregoing is true and correct and that this
declaration was executed on May 30, 2011, at San Diego, California.

Fern M Steiner
(Type or print name)


(Signature)