

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
9.2  
(ID # 6898)

MEETING DATE:  
Tuesday, May 8, 2018

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Public Hearing in accordance with Government Code 3505.7 regarding the status of impasse between the Service Employees International Union (SEIU), Local 721 and the County of Riverside, and the County's Last Best Final Offer for a new/successor Memorandum of Understanding (MOU) from the 2012-2016 MOU, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file the attached advisory recommendations of the Factfinding Panel members.
2. Hear from representatives of both the Service Employees International Union, the County of Riverside, and any other interested parties.

ACTION:

*Michael Bowers*  
Michael Bowers, Interim HR Director

4/26/2018

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Abstained: Perez  
Date: May 8, 2018  
xc: HR

Kecia Harper-Ihem  
Clerk of the Board

By: *Kecia Harper-Ihem*  
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	17/18

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

SEIU, which represents approximately 7,300 employees, asked to open negotiations for a new Memorandum of Understanding (MOU) on July 26, 2016 and 39 bargaining sessions were held. On August 30, 2017 the County declared impasse after the parties were unable to reach an agreement for a successor MOU. Subsequently, the parties attended factfinding and the County and SEIU were unable to reach a tentative agreement and the parties remained at impasse.

On April 9, 2018, in accordance with Government Code 3505.5, the factfinding committee submitted findings of fact and recommended terms of settlement (the fact finding report) to the parties. The findings of fact and recommended terms of settlement (the factfinding report) is attached for your review.

Pursuant to Government Code 3505.7, after any applicable factfinding procedures have been exhausted, but no earlier than 10 days after the factfinders' written findings of fact and recommended terms of settlement have been submitted to the parties, a public agency that is not required to proceed to interest arbitration may, after holding a public hearing regarding the impasse, implement its last, best, and final offer, but shall not implement a memorandum of understanding. The matter before the Board today is to hold the public hearing in accordance with Government Code 3505.7.

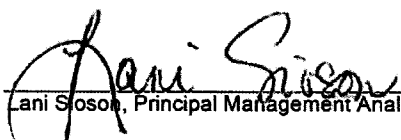
**Impact on Residents and Businesses**

There is no impact on residents and businesses.

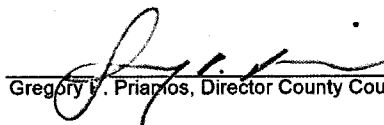
**ATTACHMENTS:**

- ATTACHMENT 1.** Fact Finding Report dated April 9, 2018
- ATTACHMENT 2.** County's Response to the Fact Finding Report
- ATTACHMENT 3.** Union's Response to the Fact Finding Report

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA



Lani Sison, Principal Management Analyst 4/30/2018



Gregory V. Priamos, Director County Counsel 4/27/2018



OFFICE OF THE  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060 FAX: (951) 955-1071

**KECIA HARPER-IHEM**  
Clerk of the Board of Supervisors

**KIMBERLY A. RECTOR**  
Assistant Clerk of the Board

April 25, 2018

THE PRESS ENTERPRISE  
ATTN: LEGALS  
P.O. BOX 792  
RIVERSIDE, CA 92501

E-MAIL: [legals@pe.com](mailto:legals@pe.com)  
TEL: (951) 368-9268

RE: NOTICE OF PUBLIC HEARING: LABOR NEGOTIATIONS

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) Time on Saturday, April 28, 2018.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

9.2

## Gil, Cecilia

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**From:** Legals <legals@pe.com>  
**Sent:** Wednesday, April 25, 2018 9:43 AM  
**To:** Gil, Cecilia  
**Subject:** Re: FOR PUBLICATION: Labor Negotiations with SEIU

Received for publication on 4/28. Proof with cost to follow.

Nick Eller

Legal Advertising Phone: [951-368-9222](tel:951-368-9222) / Fax: [951-368-9018](tel:951-368-9018) / E-mail: [legals@pe.com](mailto:legals@pe.com)  
**\*\*Employees of The Press-Enterprise are not able to give legal advice of any kind\*\***  
Standard Deadlines are 10:30am, 3 business days prior to the day you would like to publish

**The Press-Enterprise** PE.com / La Prensa

On Wed, Apr 25, 2018 at 8:51 AM, Gil, Cecilia <[CCGIL@rivco.org](mailto:CCGIL@rivco.org)> wrote:

Good morning! Attached is a Notice for publication on Saturday, April 28, 2018. Please confirm. THANK YOU!

*Cecilia Gil*

Board Assistant

Clerk of the Board of Supervisors

4080 Lemon St., 1st Floor, Room 127

Riverside, CA 92501

(951) 955-8464 Mail Stop# 1010



NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the



OFFICE OF THE  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060 FAX: (951) 955-1071

**KECIA HARPER-IHEM**  
Clerk of the Board of Supervisors

**KIMBERLY A. RECTOR**  
Assistant Clerk of the Board

April 25, 2018

DESERT SUN  
ATTN: LEGALS  
P.O. BOX 2734  
PALM SPRINGS, CA 92263

TEL: (760) 778-4758  
E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

RE: NOTICE OF PUBLIC HEARING: LABOR NEGOTIATIONS

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) Time on Saturday, April 28, 2018.**

We require your affidavit of publication immediately upon completion of the last publication.

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Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

## Gil, Cecilia

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**From:** GRSC-West-Legals mbx <GRSC-West-Legals@gannett.com>  
**Sent:** Wednesday, April 25, 2018 1:31 PM  
**To:** Gil, Cecilia  
**Subject:** RE: 2888291 FOR PUBLICATION: Labor Negotiations with SEIU  
**Attachments:** OrderConf.pdf

Hello Cecilia,

Please find attached your order confirmation and proof of the ad.

Your ad is set to run in:

· The Desert Sun on April 28, 2018 \$239.80

The total cost is \$239.80, which includes an affidavit which will be mailed to you after the ad publishes. Please reply by 11:00 am, April 27 with changes or approval of the ad. You will be able to receive an affidavit 7-10 business days after the last day of printing.

Thanks,

**Nicole Campbell**  
Public Notice Coordinator

## Desert Sun.

PART OF THE USA TODAY NETWORK

[legals@thedesertsun.com](mailto:legals@thedesertsun.com)  
760-322-2222 option 3

[desertsun.com](http://desertsun.com)

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**From:** Gil, Cecilia [mailto:CCGIL@RIVCO.ORG]  
**Sent:** Wednesday, April 25, 2018 10:53 AM  
**To:** Email, TDS-Legals <legals@thedesertsun.com>  
**Subject:** 2888291 FOR PUBLICATION: Labor Negotiations with SEIU

Good morning. Notice for publication on Saturday, April 8, 2018.

Please do me a favor....put some kind of an AD# on the signed affidavit and on the invoice so we could match it to the charge on the invoice. Thank you and please confirm publication.

*Cecilia Gil*  
Board Assistant  
Clerk of the Board of Supervisors  
4080 Lemon St., 1st Floor, Room 127

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY IN ACCORDANCE WITH GOVERNMENT CODE 3505.7, REGARDING THE IMPASSE WHICH WAS REACHED IN LABOR NEGOTIATIONS BETWEEN THE COUNTY OF RIVERSIDE AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721.**

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1<sup>st</sup> Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, May 8, 2018 at 9:00 A.M.** or as soon as possible thereafter. This hearing is authorized by California Government Code section 3505.7 as the applicable mediation and statutory fact finding procedures have been completed.

SEIU, which represents approximately 7,300 employees, asked to open negotiations for a new Memorandum of Understanding (MOU) on July 26, 2016 and 39 bargaining sessions were held. The County declared impasse after the parties were unable to reach an agreement for a successor MOU. Subsequently, the parties attended fact finding. The parties were unable to reach a tentative agreement at fact finding and the parties remain at impasse.

The County of Riverside Human Resources recommended that the Board of Supervisors receive and consider the final recommendations of the Fact Finding Panel and hear from representatives of both the SEIU and the County of Riverside, and any other interested parties.

Any person wishing to testify in support of or in opposition, may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lisa Wagner at (951) 955-1063, at least 72 hours prior to the hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: April 25, 2018

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant



**Riverside County / SEIU, Local 721**  
**Public Hearing on County's Last Best and Final Offer**  
**May 8, 2018, 9:00 A.M.**

**County's Presentation in Support of its Last Best and Final Offer**

**1. OVERVIEW**

- a. SEIU represents about 7000 County Employees
- b. Professionals, Para-Professionals, Supervisors, RNs
- c. Annual Payroll = \$517,000,000.00;
- d. 3-year contract - \$1,500,000,000.00
- e. 1% increase = \$6,500,000.00 **(Exh. 1)**

**2. CURRENT AND COMPARABLE COMPENSATION**

- a. SEIU members received **42.69% increases on average in the 2012-2017 MOU.** (About 7-8% per year under the prior MOU. **(Exh. 2)** (2% COLAs + 2.7-8.2% Merit Step Increases)
- b. 18.32% above surrounding counties in top step.
- c. Average **total current compensation is over \$106,000.** **(Exh. 3)** Nearly double the Riverside household median. **(Exh. 4)**

**3. ABILITY TO PAY**

- a. County operating at a \$200,000,000.00 structural deficit. **(Exh. 5)**
- b. County facing as much as \$657,000,000.00 in additional potential obligations over the next 5 years. **(Exh. 6)**

**4. LAST BEST FINAL OFFER**

- a. **2.71% increases** each year. (Exh. 3) (\$17,615,000.00 per year = \$52,845,000 over a 3-year term.)
- b. Merit Increases at one step at a time.

**5. BARGAINING HISTORY IN LBFO**

- a. 8 months of bargaining and 40+ bargaining sessions
- b. Paid release time
- c. County acquiesced in good faith on material financial terms:
  - i. Flex Benefit Cash Back
  - ii. Medical Subsidies

**6. CHAIR'S ADVISORY RECOMMENDATIONS**

- a. 4% for January 2018 through July 2019 = \$39,000,000.00 x 3 years = \$117,000,000. **(Exh. 7, page 8.)**

**7. COUNTY'S ADVISORY RECOMMENDATIONS (Exh. 8)**

- i. Highly compensated employees
- b. County structural deficit and increasing financial obligations
- c. LBFO is merely reducing the rate of increases (7-9% to 3%)

**8. SEIU**

- a. Pressure Tactics **(Exh.9)**
- b. Threatening County Employees **(Exh. 10, p.5, Employee Dec)**
- c. Harassing Supervisors at Home and at Events
- d. 40 PERB Charges against the County
- e. Inflammatory website propaganda
- f. 80 PERB charges against SEIU across the State. **(Exh. 11)**
- g. PERB Complaint issued against SEIU alleging unfair tactics and threats. **(Exh. 12)**

**9. COUNTY OF RIVERSIDE**

- a. County engages in no such activities towards SEIU or its employees or officials
- b. County has no such relationship with other unions.
- c. County takes all measures to balance fairly compensating its employees with its duty to its constituents and to fiscal responsibility

# EXHIBIT 1

2016 Negotiations Between the County  
of Riverside and Service Employees  
International Union, Local 721 (SEIU)



OVERVIEW OF MARKET POSITION

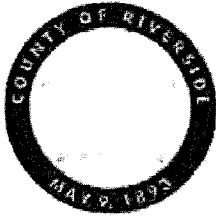
NOVEMBER 10, 2016

SEIU Unit Overview



- County Employees: 22,532
- County Classifications: 1,926
- County Payroll: \$1,538,161,809
- County 1% Cost: ~\$19.5 Million/Year
  
- SEIU Represented Employees: 6,965 (31%)
- SEIU Represented Classifications: 734 (38%)
- SEIU Represented Payroll: \$516,889,977 (34%)
- SEIU Represented 1% Cost: ~\$6.5 Million/Year

# EXHIBIT 2



## SEIU Base Wage Increases 2012 to 2017

- Number of SEIU Employees Continuously Since 2012: **3,254**
- Median Base Wage<sup>1</sup> Increase Since 2012: **43%**
- Number With Base Wage Increases Over **60%** Since 2012: **551 (17%)**
- Number With Base Wage Increase Less Than 20% Since 2012: **31 (<1%)**
- Median Annual Base Wage Increase Since 2012: **7%**

MEDIAN INCREASE SINCE	SEIU	Average Per Year
Average Increase 2012-Present	42.69%	7.11%
Average Increase 2013-Present	35.59%	7.12%
Average Increase 2014-Present	29.84%	7.46%
Average Increase 2015-Present	19.28%	6.43%
Average Increase 2016-Present	6.48%	3.24%
Average Increase 2017-Present	2.33%	2.33%

<sup>1</sup> Included in the 43% average pay increase includes pay increases/decreases related to promotions/demotions, 8D adjustments, etc.; these cannot be filtered out due to the data size and source. Base Pay does not include any specialty pay, differentials, or bonuses.

# EXHIBIT 3

**County of Riverside/SEIU, Local 721, 2018 Factfinding**  
**Summary of Total Compensation and Key Economic Terms in County LBFO**

<u><b>Total Compensation Under LBFO</b></u>	<u><b>2012-2016 MOU Key Economic Terms</b></u>	<u><b>7/19/2017 LBFO Key Economic Terms</b></u>
<p align="center"><b>\$106,540</b></p> <p><b><u>Average Total Comp.</u></b>            (See Ex. 23, p. 5), including*:            1. Base Pay            2. Step Advance (Art.6,§1,p.47**)            3. Pension (Art.25,§2,p.137)            4. Retiree Medical Benefit (Art.25,§3,p.139)            5. Seniority Rights (Art.18,§1,p.105)            6. Flex Benefit Contributions (Art.22,§1,p.128)            7. Flex Benefit Cash Back (Art.22,§1, p.129)            8. Medical Subsidies (Art.22,§1,p.128)            9. Health Plan Waiver Cash Back (Art.22,§1,p.128)            10. Optical Insurance (Art.22,§2,p.130)            11. Life Insurance (Art.22,§2,p.130)            12. FSAs (Art.22,§3,p.130)            13. STD (Art.22,§3,p.130)            14. VEBA (Art.22,§3,p.131)            15. Sick Leave (Art.8,§1, p.63)            16. Unlimited Sick Leave Accrual (Art.8,§1, p.63)            17. Sick Leave Payout (Art.8,§1,p.66)            18. Vacation Pay (Art.9,§1,p.74)            19. Holiday Pay (Art.10,§1,p.76)            20. Overtime (Art.5,§2, p.17)            21. Double Time (Art.5,§2,p.18)            22. Comp Time (Art.5,§2,p.20, (Art.10,§1,p.78))            Cont'd</p>	<p><b><u>Merit Increases (2.71% each)</u></b></p> <p>2012 1 step            2013 1 step            2014 3 steps            2015 3 steps            2016 2 steps            2017 2 steps            (Ex. 6, MOU Art. 5 § 1, p. 35; Ex. 19, p. 1; Ex. 37, p. 1)</p> <p><b>Cumulative Increase: +37.8%</b></p>	<p><b><u>Merit Increases (2.71% each)</u></b></p> <p>1 step per year</p> <p>(Ex. 5, LBFO, Art. 6 § 1.F, p. 49)</p> <p><b>Cumulative Increase Over Five Years: +14.3 %</b></p>
	<p><b><u>COLAs</u></b></p> <p>6/27/13: 2%            6/26/14: 2%            6/25/15: 2%            12/24/15: 2%            (Ex. 6, MOU Art. 29 § 1, p. 128, Ex. 19, p. 1; Ex. 37, p. 1)</p> <p><b>Cumulative Increase: 8.2%</b></p>	<p><b><u>COLAs</u></b></p> <p>COLA's that occurred under the prior MOU are not taken back and stay in place. The expired MOU provided for no new COLA's after Dec. 24, 2015 and LBFO retains that.</p> <p>(Ex. 5, LBFO, Art. 29 § 1, p. 146)</p> <p><b>0%</b></p>
	<p><b><u>Flex Benefit Per Month</u></b></p> <p>11/6/08: \$635.40            11/15/12: \$675.42            11/14/13: \$744.00            6/26/14: \$770.32            11/10/16: \$823.00            (Ex. 6, MOU Art. 22 § 1.A, p. 120, Ex. 19, p. 3)</p> <p><b>Cumulative Increase: \$2,251.20 Over 12 Months</b></p>	<p><b><u>Flex Benefit Per Month</u></b></p> <p>\$823, status quo. Not reduced.</p> <p>(Ex. 5, LBFO, Art. 22 § 1.A, p. 128)</p>
	<p><b><u>Flex Benefit/Cash Back</u></b></p> <p>Yes.            (Ex. 6, MOU Art. 22 § 1.F, p. 121)</p>	<p><b><u>Flex Benefit/Cash Back</u></b></p> <p>Yes, status quo. Not eliminated.            (Ex. 5, LBFO, Art. 22 § 1.F, p. 129)</p>
	<p><b><u>Medical Subsidies</u></b></p> <p>\$25/100            (Ex. 6, MOU Art. 22 § 1.B, p. 120)</p>	<p><b><u>Medical Subsidies</u></b></p> <p>\$25/100 for existing employees. Not eliminated.            (Ex. 5, LBFO, Art. 22 § 1.B, p. 129)</p>
	<p><b><u>TOTAL</u></b></p> <p><b>46.0% increase over 5 years, plus \$2,251.20 Flex Benefit</b></p>	<p><b><u>TOTAL</u></b></p> <p><b>14.3% increase over 5 years</b></p>



**County of Riverside/SEIU, Local 721, 2018 Factfinding**  
**Summary of Total Compensation and Key Economic Terms in County LBFO**

<p>Cont'd  23. Overtime for Disasters  (Art.5,§2,p.22)  24. Standby Pay  (Art.5,§3,p.23)  25. Enhanced Standby Pay  (Art.5,§3,p.24)  26. Call-Back Pay  (Art.5,§3,p.25)  27. Court Call-Back Pay  (Art.5,§3,p.26)  28. Shift Differentials  (Art.5,§3,p.26)  29. Bereavement Leave  (Art.8,§2,p.68)  30. Leave of Absence  (Art.8,§4,p.69)  31. Jury Duty Pay  (Art.8,§5,p.71)  32. Moving Expenses  (Art.11,§4,p.79)  33. CLE Reimbursement  (Art.11,§5,p.79)  34. CLE Pay  (Art.11,§5,p.79)  35. Uniform Allowances  (Art.19§2,p.118)  36. Voluntary Time Bank  (Art.20,§1,p.123)  37. Deferred Compensation  (Art.29,§2,p.146)  38. EHS Exam &amp;  Registration Fees  (Art.11,§6,p.82)  39. DTR Incentive  (Art.6,§2,p.50)  40. Reemployment Benefits  (Art.6,§3,p.54)  41. Voluntary Demotion  (Art.6,§6,p.55)  42. Temporary Promotion  ((Art.6,§8,p.57)  43. Veteran's Preference  (Art.6,§2,p.61)  44. LVN to RN Certification  (Art.28,§2,p.143)  45. Specialty Care  Differentials (Art.5,§3,p.31)  Cont'd</p>	<p>End.</p>	<p>End.</p>
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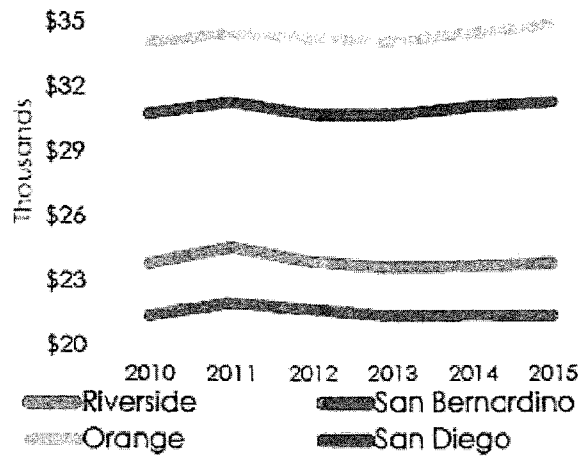
**County of Riverside/SEIU, Local 721, 2018 Factfinding**  
**Summary of Total Compensation and Key Economic Terms in County LBFO**

<p>Cont'd</p> <p>46. Preceptor Differential (Art.5,§3,p.38)</p> <p>47. Extra Shift Assignment Pay ((Art.5,§3,p.39)</p> <p>48. Overnight Shift Premium (Art.5,§3,p.40)</p> <p>49. Medical Center Incentive (Art.5,§3,p.40)</p> <p>50. Bilingual Pay (Art.5,§3,p.41)</p> <p>51. Licensure Reimbursement (Art.5,§3,p.43)</p> <p>52. Inconvenience Premium (Art.5,§3,p.44)</p> <p>53. POST Certification Premium (Art.5,§3,p.45)</p> <p>54. ERT Pay (Art.5,§3,p.46)</p> <p>55. Equipment Operator Pay (Art.5,§3,p.46)</p> <p>56. Class A or B License Bonus (Art.5,§3,p.47)</p> <p>57. Certification Differential (Art.5,§3,p.47)</p> <p>58. Disciplinary Appeal Rights (Art.13,§1,p.85)</p> <p>59. Grievance Rights (Art.15,§1,p.97)</p> <p>60. Release Time (Art.30,§7,p.154)</p> <p>* All references in this column are to Ex. 5, LBFO</p> <p>** All page references are to the Exhibit's page number in the footer of each page, not the document's page number.</p>		
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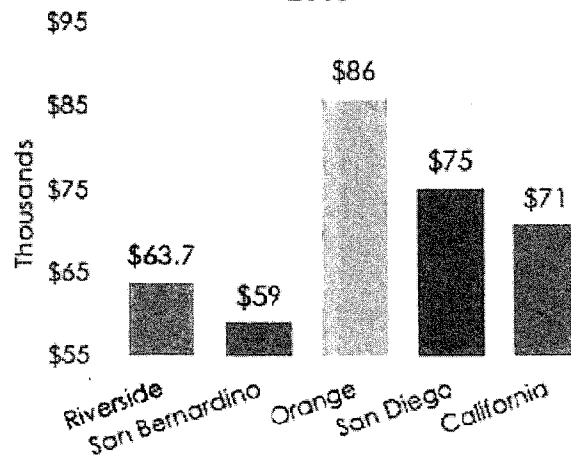
# EXHIBIT 4

# County of Riverside – General Population Income and Unemployment

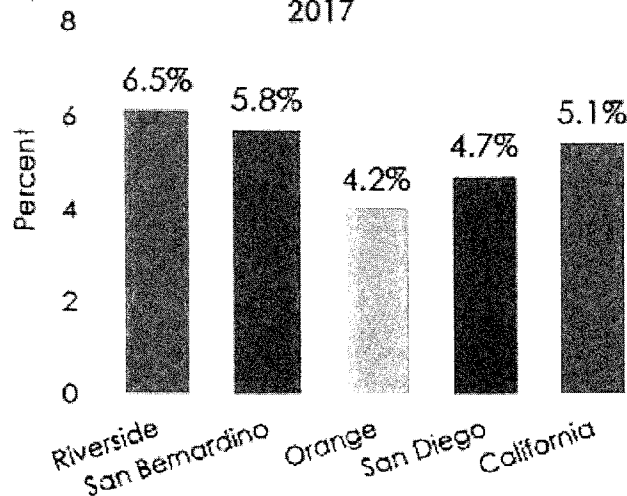
## Per Capita Personal Income



## Median Family Income 2015



## Unemployment Rates 2017



# EXHIBIT 5

## BUDGET AT A GLANCE

### FY 17/18 Budget \$ billions

	<b>Appropriations</b>
Salaries and Benefits	2.377
Services and Supplies	1.647
Other Charges	1.390
Fixed Assets	0.156
Operating Transfers Out	0.144
Approp for Contingencies	0.020
Intrafund Transfers	-0.234
<b>Total Appropriations</b>	<b>5.500</b>

	<b>Sources</b>
Intergovernmental Revenues	2.378
Charges For Current Services	1.701
Taxes	0.429
Other Revenue	0.411
Operating Transfers in	0.119
Rev fr Use Of Money & Property	0.071
Fines, Forfeitures & Penalties	0.060
Other In-Lieu And Other Govt	0.031
Licenses, Permits & Franchises	0.022
<b>Total Revenues</b>	<b>5.221</b>
Net Use of Fund Balance	0.279
<b>Total Sources</b>	<b>5.500</b>

# EXHIBIT 6

# Other Potential Obligations

	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Total
<i>Allocated:</i>						
JJIDC Ongoing Operations		7.4	28.4	43.4	43.4	122.6
Medical Office Building			10.0	10.2	10.4	30.6
Known IHSS	4.0	8.0	12.5	17.5	22.5	64.5
<i>Not Allocated:</i>						
Unknown IHSS						-
DA	4.6	4.6	4.6	4.6	4.6	23.0
PD	1.6	1.6	1.6	1.6	1.6	7.8
RUHS	15.0	15.0	15.0	15.0	15.0	75.0
Correctional Health	-	-	-	-	-	-
Detention Behavioral Health	-	-	-	-	-	-
Sheriff - Patrol		7.0	7.0	7.0	7.0	28.0
Sheriff - Inmate Settlement		7.0	7.0	7.0	7.0	28.0
Probation		11.0	11.0	11.0	11.0	44.0
CREST		8.5	6.0	4.0	4.0	22.5
Fire COLA		4.0	8.0	12.0	16.0	40.0
Pension Obligations (NCC @ 2.1.6%)	8.1	17.2	28.4	41.1	51.1	145.8
General Liability		15.0				15.0
Behavioral Health Hospital Soft Costs						-
EOC	8.0					8.0
Last Mile Costs	2.2					2.2
Deferred Maintenance						-
Financial Management System						-
<b>Total =</b>	<b>\$43.5</b>	<b>\$106.2</b>	<b>\$159.4</b>	<b>\$174.3</b>	<b>\$193.6</b>	<b>\$657.0</b>



# EXHIBIT 7

IN THE MATTER OF	}	
	)	
County of Riverside,	)	
	)	
and	)	REPORT AND
	)	RECOMMENDATIONS
Service Employees International Union,	)	OF THE FACT-FINDING
Local 721	)	PANEL
	)	
PERB Case # LA-IM-252-M	)	
	)	
	)	
	)	
	)	

**Procedural Background**

By letter of November 13, 2017, Tony Butka was appointed by PERB as Chair of a factfinding panel in the above captioned matter. Edward Zappia was designated as the Counties Panel Member, and Josie Mooney was designated as SEIU's Panel Member.

Scheduling the Factfinding proved complicated, and necessitated a waiver of the statutory time limits for hearings and a Report and Recommendations. Ultimately, there were six (6) days of hearing.

While the date of February 7<sup>th</sup> was tentatively reserved, it did not work out. Based on the reality that there have been literally thousands of pages of documents produced during the hearings, a post hearing schedule was arrived at as follows:

Subsequent to the close of hearing the parties provided the Chair a Post-hearing process with briefs first due to the Chair, then a Draft by the Chair to Panel members for comments, and finally a Report and Recommendations from the Chair to the parties. Thereafter, the two other Panel members are free to agree with the Report, disagree with the Report, or take no action. It would, Of course, be lovely to have a unanimous Report, but not necessary. This Report and Recommendations represents the Final Report.

**CRITERIA FOR FACT-FINDING UNDER THE MMBA**

Prior to 2012, the only impasse resolution under the Meyers-Miliias-Brown Act (the State law governing cities, counties, and special districts) was for voluntary mediation. However, in 2012 the State of California enacted **AB 646** (now Government Code Sections 3505.4 – 3505.7) which establishes a fact finding process and lays out a set of 8 criteria to be used by the fact finding panel. Those criteria are listed in Section 3505.4(d) and provide as follows:

“(d) In arriving at their findings and recommendations, the fact finders shall consider, weigh, and be guided by all the following Criteria:

- (1) State and federal laws that are applicable to the employer.
- (2) Local rules, regulations, or ordinances.
- (3) Stipulations of the parties.

- (4) The interests and welfare of the public and the financial ability of the public agency.
- (5) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.
- (6) The consumer price index for goods and services, commonly known as the cost of living.
- (7) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (8) Any other facts, not confined to those specified in paragraphs (1) to (7), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations."

### **Bargaining History**

This is a Fact-finding Report and Recommendations for a successor MOU between the County of Riverside and SEIU, Local 721. The previous MOU had a term of March 1, 2012 through November 30, 2016. The parties have been in negotiations for a successor agreement since September, 2016, with various starts and stops. Of the 22,000 plus employees of the County, SEIU represents approximately 7300 employees in four bargaining units; Para-Professional, Professional, Registered Nurses, and a Supervisory Unit.

In terms of the relationship between the parties, there is little doubt that SEIU and the County of Riverside have a tumultuous history. As the Counties response to SEIU's request for Fact-finding indicates (County Exhibit 1), there were something like 25 Charges in play with PERB during just the past year, even as the impasse moved forward. Just to be clear, external matters such as PERB Charges are beyond the scope of this Fact-finding, unless they have been made a part of this record. We are limited by the best evidence presented at hearing in our analysis and recommendations.

Subsequent to being organized sometime during the 2000s, SEIU and County negotiations fell apart and the County ultimately unilaterally implemented a last, best and final offer in 2012.

With this background, it is perhaps unsurprising that the parties were able to agree on very little during the course of negotiations. A review of County Exhibit 4 (Bargaining History) shows some 55 events, including cancellations for various reasons between September 2016 and August 3, 2017. Towards the end, the County presented SEIU with a Last, Best and Final Offer on July 19<sup>th</sup>, 2017.

### **Economics – A Tale of Two County's**

From the County of Riverside's perspective, their first witness, Don Kent, Assistant CAO for Finance, and former Treasurer-Tax Collector, provided some of the core differences regarding the economics of Riverside County. The County had been growing rapidly in terms of housing, industry, and population up until the housing collapse and economic downturn in 2007/08. That event could have resulted with the County on the brink of insolvency, absent a

very hefty reserve fund to the tune of something like 400 Million Dollars, and the lesson learned left serious scars on the body politic.

Based on the history of how quickly revenues can drop, the CAO recommended and the Board adopted a policy of 25% Reserves for the County General Fund, which would be \$189 Million dollars. However, the Board, in terms of actual expenditures, shows some \$150 million dollars, which makes the CAO nervous in terms of any unanticipated expenditures or another downturn,

For those unfamiliar with how counties budget, it should be noted that the vast bulk of any county budget is going to be 'pass-thru' money, mostly from Federal and State sources. That money is not discretionary, and is linked to certain areas such as Public Health, Welfare, and the like. In the case of Riverside County, for example, the gross budget amount in question is some 5.5 Billion dollars, of which only 793 Million dollars is NCC (Net County Cost), also sometimes referred to as discretionary General Fund money over which the Board of Supervisors can exercise full control. For our purposes, we will be referring to NCC numbers in terms of the bargaining impasse between the parties.

Currently, in the years after the financial meltdown, the County has realized another surge in economic activity and population growth, as its neighboring County's such as LA/Orange County/San Diego County have become increasingly unaffordable to many workers, so population and housing has moved towards Riverside and other more geographically remote areas of Southern California.

#### **The Ability to Pay**

Generally, the ability to pay (MMBA Criteria 4) is not that significant in a factfinding, because most public employers argue "willingness to pay" as opposed to "ability to pay". In this case, however, the County of Riverside specifically argues their ability to pay as justification for their Last, Best and Final offer, and intent to implement.

In the private sector, employers avoid the stance because it willy nilly allows the union to audit the company books in detail, and to substitute their judgment for that of management in terms of how to slice up the pie for a contract settlement. In the public sector, and specifically under the auspices of a PERB factfinding, I am unaware of the issue having ever come up, which presents us with a conundrum.

On the one hand, the ability to pay is referenced as a criteria to be considered in Fact-finding. On the other hand, the Report and Recommendations of the Fact-finding Panel are only advisory, and the Board is ultimately free to unilaterally implement whatever they want, after going through some hoops.

In any event, the ability to pay issue cannot be avoided, especially as the County of Riverside has made it quite clear that their decision to engage is what is commonly referred to as "concession bargaining", is based on their ability to pay, as testified to by Mr. Kent. He stated that the County has a structural deficit in which expenditures exceed revenues, thus eating into the reserves (see County Exhibits 16 and 17).

This proposition is also demonstrated by the testimony of Clarissa Cacho (Principal HR Analyst), as she went over County Exhibit 5. a track-changed version of the County's Last, Best and Final Offer.

She testified that there was Board direction to:

- (1) reduce the amount between steps of the salary schedule by ½, so that it would take significantly longer for employees to move through the salary range,
- (2) eliminate 3<sup>rd</sup> Party Medical plans for reimbursement,
- (3) modify the 'cash back' provisions for benefits and eliminate subsidies, and
- (4) finally, refuse any Cost of living adjustments in a successor agreement.

Since these items are elimination of existing compensation (with the exception of COLA's), they are clear indicators of concession bargaining, as it is known in the trade. Also, in Union Exhibit 13, page 57 (a summary of 2016-17 negotiations), Eloy Alvarez testified that the County's LBFO was regressive:

- (1) no wage increases
- (2) reduce merit increases from 2 steps to 1 step
- (3) freeze reimbursement rates, and eliminate any premium subsidies for new hires
- (4) modify shift differentials so that a majority of the shift must be after 7pm (less employees would qualify)

I mention all this at some length because it has a direct impact on weighing three major areas of the County's budget challenged by SEIU – (1) Reserves, (2) Special Funds, and (3) an extended term consulting contract between the County and a private consulting firm, KPMG in the cap amount of \$20 million dollars.

### **Comparable Jurisdictions**

Fact-finding criteria #5 has to do with comparing the wages, hours and working conditions of 'other employees performing similar services in comparable public agencies.' Immediately we have a substantive difference between the parties as to what the market-basket of comparable jurisdictions consist of.

In the case of most California counties, there is a reasonably long history of bargaining between the employer and their employee organizations, with a mutual agreement as to which jurisdictions should be included in comparing compensation. Such is clearly not the case in Riverside County.

From the County's perspective, there are five (5) counties to look at; Los Angeles, Orange, San Bernardino, San Diego, and Ventura. From the Union's perspective, there are seven (7) counties to be considered; Los Angeles, Orange, Sacramento, San Bernardino, San Diego, Santa Clara, and Ventura.

The differences in the compensation numbers for benchmark classes is not trivial depending on who gets counted, and absent any agreement between the parties, obtaining an agreement on representative counties would normally have been resolved long ago, or at least been subject to meet and confer. In this case, I find no evidence that any agreement on this key issue ever took place.

Although to a lesser degree, the same lack of mutual agreement arises in determining which classifications are benchmark positions, and in deciding what is and is not to be examined as a part of "total compensation".

Generally, I can say with some certainty that each side has done a good job in cherry-picking their presentations to prove their point.

### **The Issue of Special Funds**

Union Exhibit 4 is a list of the County funding codes, which includes around 170 plus special funds that the County of Riverside includes as a part of their General Fund budget. In its affirmative case, the County did not address the issue of Special Funds.

However, SEIU's Ryan Hudson provided evidence and testimony regarding these issues as a part of his presentation of Union Exhibit 2 – *Analysis of County Financials and Key Policy Points*. As Mr. Hudson testified, for whatever reason, Riverside County has elected to place these special funds within the General Fund portion of the budget.

The General Fund/Non-Discretionary breakdown of the Budget is important because the percentage listed as attributable to SEIU units as General Fund in fact includes a number of "use it or lose it" non-discretionary special funds.

This tends to give the impression that SEIU represented employees are funded to a larger extent by the General Fund than may be true. To non-finance types, you would think that SEIU represented employees take a higher percentage of discretionary County money than is actually the case.

In fact many of the enumerated special funds can only be used for specific purposes or they will be lost. Union Exhibit 2 provides the following examples:

- The budget shows Social Workers as being 100% funded through the General Fund, when in fact over 97% of Social work is specially funded;
- Mental Health workers show as 100% General Fund, while in fact around 95% of their work is specially funded; and
- Environmental Health Specialists show as 100% General Fund, while their work is 100% funded by licenses and charges for service.

I won't go on about this issue, since the County Assistant CAO Finance, Don Kent, vigorously disagreed with the Union's characterization. He maintains that the County's methodology of General Fund and the included sub-funds that include non-discretionary requirements are totally legitimate, and that the Union is all wet.

Given the importance of this dispute and the fact that there is no agreement as to how the monies should be characterized, it is impossible to make a finding in this proceeding as to

who is right or wrong. It is, however, a substantive issue that the parties might want to consider resolving in future.

### **The Issue of Reserves**

In fact, the story of Riverside County is in many ways a tale of two very different visions of the 4<sup>th</sup> Largest County in California. Under the County's vision, Riverside was doing fine until the financial services industry crash of 2007-2008, during which time ordinary people were largely wiped out and the County's revenue plummeted. As the Assistant CAO testified, the County came close to having to take draconian actions to stay afloat, and were able to handle the transition only because of robust reserves.

The CAO wants to have a 25% on General Fund cushion, which would be about \$180 Million dollars. Of course the Board of Supervisors are a bit more flexible notwithstanding the policy, with current reserves more in the \$150 Million dollar range. For their part, the Union poked holes in the County position, noting that recommended reserves for counties is on the order of 15-17%. They do this citing the County's Exhibit 45 on recommended reserves by the Government Finance Officers Association.

Further, the Union's vision of the County is that subsequent to the crash, Riverside County has economically rebounded quite well, with a very positive outlook, and can certainly afford to provide their employees with wage and benefit increases.

Two very different visions of Riverside, and not ones that are likely to be resolved by this Factfinding effort.

Within the context of this dispute, it should be pointed out that the determination of what reserves the County should have is generally a policy question for the Board of Supervisors to set around budget time. However, in this case the County has argued an inability to pay, which puts the issue of reserves legitimately in play, recognizing that ultimately the Board of Supervisors may choose to ignore any recommendations by the fact-finding panel and unilaterally implement their last, best and final offer.

### **The Issue of the County Contract with KPMG**

In the opinion of the Chair, the issue of the Board of Supervisors contract with KPMG for consulting services is outside of the scope of bargaining, and not conducive to obtaining agreement on a successor agreement. Clearly, the initial and subsequent agreement between the County and KPMG for around a \$40 million dollar cap amount was a political policy determination by a majority of the Board.

Absent some finding of illegality by a court of competent jurisdiction, the Board is within their rights to take this action, and I suspect that pointing out all of the question marks in that agreement is not going to aid the Union in getting that same Board to ratify a successor agreement with increases. Since it is an open ended agreement with a reasonable termination clause, a majority of the Board is free to reverse course at any time.

## Registered Nurses

It is no shock to anyone that California faces a significant shortage of nursing personnel, and clearly Riverside County is no exception. It is true that the class/comp issues regarding the Nurses are substantially different than for other County employees. First, many counties have eliminated their Hospitals, and shifted them over to University Hospitals, such as UCI in the case of Orange County. Thus they are not a direct part of that market, while private entities such as Kaiser Permanente are a part of everyone's market.

Further, unlike regular County employees, some bargaining unit work is performed by Traveling or Registry Nurses via outside private contracts. Based on the evidence and testimony by Jen Cruickshank (the CEO of RUHS), there is agreement on two points.

First, it seems clear that RUHS is an entry level employer, where employees hone their skills through formal and on the job training. They then tend to go out into the world, with a downside for Riverside County. It is expensive to train staff, and if they then learn on your dime and go somewhere else for higher pay and better working conditions, it is not a good thing. Sort of the same as various County Sheriff Departments spending a bunch of money on POST Training, only to have the officers go to greener fields shortly thereafter.

Second, be they called Traveling Nurses or Registry Nurses, outside contracts for temporary nursing personnel are **expensive!** As CEO Cruickshank testified, she absolutely is looking for ways to use as few of these contract folks as possible. It's good business and good math. In this area there does not seem to be a dispute between the parties.

Therefore I feel comfortable making a suggestion regarding the County proposal to send whomever they want to, home, in the event of low census. It would seem logical that such a policy would favor staff employees, so long as they have the skills to perform the position or positions being sent home.

It also seems that providing an equity adjustment for RN's would be in order in an attempt to show that they are valued, and hopefully will stick around long enough for the County to offset their training costs.

## The Bottom Line

Before getting buried in detail, it is important to recognize that the purpose of a factfinding panel is **not** to determine the facts. Facts abound, and this record is replete with a cornucopia of them. As we have seen, with no mutual agreement on which jurisdictions should be used for comparison, or even which the benchmark classes are, and disagreement even on the issue of what constitutes total compensation, these factors are all of little use in crafting a settlement recommendation.

Really, viewed as a whole, the post-impasse factfinding sections of the MMBA and the underlying rationale for this entire procedure is to try and bring the parties together towards a mutually acceptable contract settlement which blends the "interests and welfare of the public" with a contract that both the public agency and the employee organization can live with.



As a result I have tried to avoid writing an extensive item by item book of recommendations, which would be easy to do given the volumes of exhibits and testimony of a large number of people. This effort is designed to be as short as possible, with best efforts to provide a framework which might result in a successor agreement.

Given the history of these parties, that's a pretty neat trick. At the same time, all of the litigation, labor disputes, charges, and working without a contract take a toll on both the County and the Union. At the risk of offending my fellow Panel members, all this time, energy, and money, could be better spent if everyone could reach an agreement and simply get back to the business of taking care of the public.

First, a general observation about the expired 2012-2016 agreement. From an outside perspective, it seems that the County was doing what a lot of Cities and Counties were doing during that time period. With increasing pension rates, public employers wanted and needed the employees to pick up their full employee share of CalPERS pension costs.

Be it for a 2, 3, or even 4 year term, there was a pattern in California public agencies to have the employee absorb the employee contribution portion of the costs, and most employers did so by phasing in wage increases which offset the employee pension cost increases. It would seem a fair assessment that the expired agreement achieved this shift.

Given the fact that the parties in this dispute agree on very little, from jurisdictions to survey, to benchmark positions to what total compensation means, the data is not terribly useful in making recommendations that both sides are going to agree on and ratify. In that spirit, and recognizing that both sides seriously need a break from each other at the bargaining table, here is a recommendation for settlement:

(1) Term – December 1, 2016 – July 30, 2019. This would get the contract in sync with the County's fiscal year of July 1 – June 30<sup>th</sup>, and provide some time for everyone to heal their wounds. The proposal would also avoid any significant retroactivity issues.

(2) Wages -

(a) no increase for the period December 1, 2016 – December 30, 2017

(b) 2% across the board wage increases effective January 1, 2018 – June 30, 2018

(c) 2% across the board wage increases effective July 1, 2018 – June 30, 2019

(d) An additional 1% increase for employees in the RN bargain unit effective 1/1/18

(3) No changes in the County's Health and Welfare cap, with the provision that in the event that any other bargaining unit negotiates a better deal during the life of this agreement, such increases would automatically apply to the SEIU Units (commonly referred to as a 'me too' agreement).

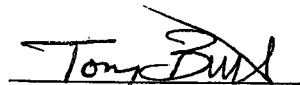
(4) With the exception of Health Insurance, elimination of all takeaways from the County's Last, Best and Final Offer. If the parties wish, a joint Union-Management Committee could be utilized to determine if any proposal in the Last, Best and Final Offer should be kept.

Regarding other issues in the County Last, Best and Final Offer, no recommendation. As we speak, the 2016-17 Fiscal Year is already behind us. Implementing the takeaways in the LBFO at this point would simply anger most employees for no significant gain. On the other

hand, the Chair makes no recommendation, given the parties propensity to spend any savings potentially gained by such takeaways in external litigation costs.

It should be noted that for Fiscal Years 2017 and 2018, most public sector agencies are granting wage/benefit increases.

Submitted

A handwritten signature in black ink that reads "Tony Butka". The signature is written in a cursive style with a horizontal line underneath the name.

Tony Butka  
Factfinding Panel Chair

Dated: April 9, 2018

# EXHIBIT 8

**THE ZAPPIA LAW FIRM**, A Professional Corporation

— *Labor & Employment Law* —  
*Defending Employers' Rights*

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April 16, 2018

**VIA EMAIL ONLY**

**CONFIDENTIAL**

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Re: *County of Riverside and SEIU Local, 721, PERB MMBA Factfinding, Case No. LA-IM-252-M*  
*Factfinding Panel Member Zappia's Findings, Recommendations and Dissent*

Dear Panel Members,

**I. Recommendations and Dissent**

After consideration of the facts and evidence presented by the parties over six days of factfinding, as applied to the mandatory factfinding factors set forth in Cal. Govt. Code sections 3535.4(d)(1)-(8), employer County of Riverside-appointed Factfinding Panel Member Ed Zappia hereby:

1. Recommends implementation of the County's Last Best and Final Offer ("LBFO") without change; and
2. Dissents from the Chairman's Recommendations for various increases and elimination of any reduction in the County's LBFO.

**II. Findings of Fact:**

Factfinding Panel Member Zappia makes the following findings of law and fact, each fact as supported by attached evidentiary exhibits:

**A. Riverside County**

1. Riverside County is an arm of the State of California responsible for providing its citizens and constituents with substantial and essential public services including, and in no way limited to: law enforcement, health care, emergency care, mental health care, social services, and economic aid. (California Constitution Article XI, Section 1.)
2. The County has the exclusive right to manage and control its budget and employee compensation without interference. (California Constitution, Article XI, Section 11)
3. The County of Riverside has approximately 22,532 public employees as of November 2016. (Tab A, County Exh. 21 at page 1) <sup>1</sup>
4. The County's total annual budget is about \$5.5 billion, with current revenues of only about \$5.3 billion. (Tab B, County Exh. 11; County CFO Don Kent testimony.) The County is thus currently operating at about a \$200,000,000.00 structural deficit, and its reserves are trending downwards. (Tab B; Tab C, County Exhs. 15, 16 at Att. A, and County Exh. 17 at pages 14 and 15; Don Kent testimony.)
5. Of the County's total \$5.5 billion budget, about \$4.5 billion is comprised of restricted or Special Funds outside of the County's discretion ("pass through funds"), while only about \$800 million (or about 20%) is within the County's discretion, referred to as "Net County Cost." ("NCC") (Tab B; Tab C, County Exhs. 15, 16 and 17 at pages 3-5.)
6. County Board Policy No. 30 requires it to maintain a minimum of 25% of NCC in reserves, consistent with Government Finance Officers Association's Best Practices Policy for "Fund Balance Guidelines for the General Fund." (Tab D, County Exhs. 29 and 45). As such, the County seeks to maintain reserves above \$200 million for best practices, including concerns for projected substantial increasing costs and, another economic downturn in the financial and/or housing markets. (Don Kent testimony.)
7. In addition to the County's \$200 million structural deficit and downward trending reserves, the County is facing hundreds of millions of dollars in increases in financial obligations, including, and not limited to:

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<sup>1</sup> Attached exhibits are consecutively tabbed as "A" through "N." Each tab is also identified by the exhibit number in which it was presented during factfinding.

- a. Building and operating a new Detention Center.
- b. Building and operating a new Medical Office Building.
- c. Escalating CalPERS contributions.
- d. Increasing IHSS funds.
- e. Continuing costs of the Gray/prisoner conditions lawsuit settlement.
- f. Numerous other increasing financial obligations. (Tab C, County Exh. 17 at page 14 and 15; Don Kent testimony.)

**B. SEIU, Local 721 in Riverside County**

8. SEIU members' collective annual compensation costs the County about \$517 million per year. (Tab A, County Exh. 21 at page 1)
9. SEIU, Local 721 represents approximately 6,965 of Riverside County's 22,532 public employees in four bargaining units: Professionals, Para-Professionals, Nurses and Supervisors. (Tab A, County Exh. 21 at page 1)
10. SEIU member/Riverside County public employees received, on average, a staggering 43% to 49% increases in compensation under the prior Collective Bargaining Agreement/Memorandum of Understanding ("MOU") for the period covering 2012–2016 (or, approximately 10% per year, each year.) (Tab E, County Exh. 19 at page 4; County Exh. 37 at page 1)
11. SEIU member/Riverside County public employees' total current compensation is comprised of over 60 forms of compensation, benefits and perks, and is, on average, over \$106,000.00 per year. (Tab F, County Exh. 23 at pp. 5-6; Tab I, Compensation and MOU/LBFO Comparison Chart) This is almost double the average Riverside County household income. (Tab G, County Exh. 20)
12. SEIU member/Riverside County public employees' comparable compensation at top step is, on average, over 18.32% higher than the 5 surrounding counties of Los Angeles, Orange, San Bernardino, San Diego and Ventura. (Tab A, County Exh. 21 at page 3.)

**C. Riverside County/SEIU 2016-2017 Negotiations for a Successor to the 2012-2016 MOU**

13. Considering SEIU member employees' substantial increases in compensation over the past 5 years, combined with the County's current structural deficit, decreasing reserves, and increasing financial obligations, the County's goal heading into negotiations for a successor to the 2012-2016 County-SEIU MOU was to achieve cost savings by slowing down the rate of escalating increases in compensation. (Cacho testimony; Tab H, County Exhs. 14 and 42)
14. The County's key economic terms addressed in the MOU to achieve cost savings were:

- a. Allowing annual 2% COLAs to expire, per the terms of the prior MOU (and not be renewed).
  - b. Eliminating employees' ability to recoup ("cash back") unused amounts of their \$823 per month flexible benefit.
  - c. Eliminating County subsidies for certain employee medical benefits.
  - d. Reducing annual 2.71% merit increases from 2 or 3 steps at a time (5.42% or 8.13%), to 1 step at a time. (Tab I; Cacho testimony.)
15. The County had a secondary goal to clean up or modify numerous non-economic terms in the successor MOU to either: (1) address prior disputes over specific terms; and/or (2) to achieve consistency with other County MOUs/bargaining units. (Cacho testimony)
  16. Negotiations for a successor to the 2012-2016 MOU lasted about 10 months and 40 bargaining sessions, between September 2016 and July 2017. (Tab J, County Exh. 4)
  17. During 2016-2017 negotiations, the County acquiesced on several of its significant initially proposed financial reductions (elimination of cash back on flex benefits, reductions in medical subsidies). (Tab I; Tab J; Tab K, County Exh. 5)
  18. In June 2017, in a final effort to reach voluntary agreement, the County acquiesced its Proposal to eliminate cash back on unused portions of employees' flex benefit. This had been one of the County's key economic terms on which to achieve cost savings. (Tab J, Cacho testimony; see also, County's June 14, 2017 Proposal at Exh. 7 in its Electronic Production.) This still did not result in agreement on a new/successor MOU.
  19. The County's LBFO ultimately only sought to reduce the rate of escalating compensation increases by reducing employees' annual merit increases from 2 or 3 steps at a time to 1 step at a time. (Tabs I; J; K.)
  20. The County issued its LBFO on July 19, 2017 and declared impasse on August 30, 2018. (Tab K; Tab L, County Exh. 1 at page 2.)
  21. During factfinding, SEIU argued for consideration of the County's many (about 1773) various Enterprise, Restricted or Special Funds as a new/alternative source of revenue to allocate towards across-the-board increases in employee compensation in the context of collective bargaining. (Tab M, SEIU Exh. 2)
    - a. This Factfinder wholly rejects this novel position as unlawful, unethical, and improperly relying on availability of non-County-controlled restricted Special

Funds to set compensation, rather than market and comparable value of each or any Job Classification. This Panel Member also draws a negative inference against SEIU for this presentation, as an admission that the County is unable to pay increases considering the customary and relevant funds within the County's discretion and control.

22. During factfinding, SEIU sought to compare Riverside County compensation with Sacramento and Santa Clara counties, rather than the 5 surrounding counties. (Tab N, SEIU Exh. 22) There was no evidence presented by SEIU that Riverside County had ever previously been compared to these far away counties.
  - a. This Factfinding thus finds this presentation irrelevant as not pertaining to the historically accepted comparable surrounding counties. Also again, this Panel Member further draws a negative evidentiary inference against SEIU for this presentation as an admission that Riverside County employed SEIU members are well compensated, and well in excess of the historically accepted surrounding comparable counties.

### III. Dissent from Chairperson's Recommendations:

The Panel Chair recommends various increases in compensation and elimination of takeaways in the LBFO. The Chair does not make sufficient findings on the mandatory factors to warrant the recommendations.

1. The Chair's recommendations for increases in employee compensation are contradicted by substantial evidence presented on the mandatory factor of the County's "financial [in]ability to pay" due to its structural deficit, downward trending reserves and substantial projected increasing financial obligations. (Cal. Govt. Code 3505.4(d)(4).) (See, Findings 4, 5, 6 and 7 above and supporting evidence cited.)
2. The Chair's recommendations for increases in employee compensation are contradicted by substantial evidence on the mandatory factor of Riverside County SEIU members' very high "overall compensation presently received," of over \$106,000. (Cal. Govt. Code 3505.4(d)(7)) This is nearly double the income of the average Riverside County resident. (See, Findings 8, 9, 10, 11, 12 and supporting evidence cited.)
3. The Chair's recommendations for increases in employee compensation are contradicted by substantial evidence that Riverside County SEIU members received, on average, enormous increases in compensation on average at top step between about 43% to 49% between 2012 and 2016/2017. (Cal. Govt. Code 3505.4(d)(7).) (See, Findings 10, 11 and 12 above, and supporting evidence cited.)
4. The Chair's recommendations for increases in employee compensation are contradicted by substantial evidence on the mandatory factor that "comparison of [Riverside County



SEIU members'] wages" with employees in "comparable public agencies, show that Riverside County SEIU members are compensated much higher on average than the 5 surrounding and comparable counties. (Cal. Govt. Code 3505.4(d)(5) (See, Findings 10, 11 and 12 above and supporting evidence cited.)

5. The Chair's Findings did not make findings on the fact that SEIU's presentation on "ability to pay" relied primarily on a novel (if not illegal, unethical and logistically impossible) theory of applying the County's restricted and/or Special Funds to across-the-board increases in employee compensation, rather than the much smaller amount of funds lawfully within the County's discretion.
6. The Chair's Findings did make findings on the fact that SEIU's presentation on "current and comparable compensation" compared, for the first time ever, Riverside County employee compensation to Sacramento and Santa Clara county compensation, rather than the historically accepted surrounding and comparable counties of Los Angeles, Orange, San Diego, San Bernardino and Ventura.
7. Considering all of the above, the "welfare of the public" is best served by allocating any available discretionary funds towards cost savings or public services, rather than to further increases in escalating SEIU member employee compensation at continuing high rates. (Cal. Govt. Code 3505.4(d)(4).)

#### IV. Conclusion, Recommendations and Dissent

Putting this all together, this Panel Member therefore: (1) dissents from the Chair's Recommendations; and (2) Recommends implementing the County's LBFO as written and without change, for the following reasons:

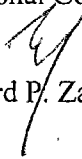
1. The County has an inability to pay continuing escalating increases in SEIU member high compensation due to its structural deficit, declining reserves, and projected substantially increasing financial obligations.
2. Riverside County SEIU members' average total compensation is very high at over \$106,000.00 annually, on the heels of substantial 43% to 49% increases over the past 5 years.
3. SEIU's presentation was substantially irrelevant or improper in seeking to: (1) allocate restricted or Special County Funds towards across-the-board increases in employee compensation in the context of collective bargaining (rather than to the Funds' restricted purpose); and (2) comparing Riverside County SEIU members' compensation, for the first time ever, to Sacramento and Santa Clara counties, rather than to the historically accepted comparable surrounding counties of Los Angeles, San Bernardino, Orange, San Diego and Riverside.

4. The public interest is thus best served by applying any available discretionary funds to cost savings or public services, rather than to continued escalating increases to already highly compensated employees.

Please contact me if you have any questions regarding this request.

Sincerely,

THE ZAPPIA LAW FIRM  
A Professional Corporation

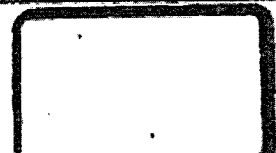
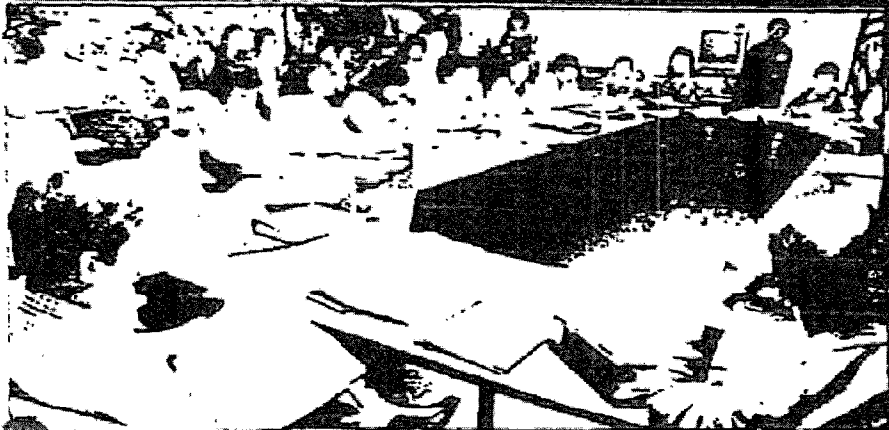
  
Edward P. Zappia

# EXHIBIT 9

# Contract Campaign Manual



**Service Employees  
International Union  
AFL-CIO, CLC**



# Pressuring The Employer

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# Pressuring The Employer

It's not enough to be right. You need might as well.

Union proposals will usually cost the employer money or reduce management's flexibility and control over the work force—and that means the employer generally will resist unless you create meaningful pressure for an agreement.

When many people think of union pressure, they think of strikes—and strikes are one form of pressure that may become necessary in some contract campaigns. But many other kinds of pressure are possible as well. For example:

- Workable activities, such as surveys, petition campaigns, and demonstrations, can show management that workers will not be satisfied and productive without a fair settlement.
- Job actions, such as refusing to do more than the bare minimum required by the contract or engaging in short work stoppages or on-again, off-again "rolling strikes," can demonstrate workers' willingness to take stronger action if necessary.
- Outside pressure can involve jeopardizing relationships between the employer and lenders, investors, stockholders, customers, clients, patients, tenants, politicians, or others on whom the employer depends for funds.
- Legal and regulatory pressure can threaten the employer with costly action by government agencies or the courts.
- Community action and use of the news media can damage an employer's

public image and ties with community leaders and organizations.

In planning ways to pressure the employer, consider the following:

- Assume that pressure tactics will be necessary, and start planning for them well in advance. It may be tempting to wait to see if you can reach an acceptable settlement without going to all the trouble of developing possible pressure tactics. Unfortunately, by then time will be on management's side because most pressure tactics take considerable time to organize effectively.

When management sees that you are preparing to apply pressure it becomes less likely that you will have to use those tactics, while failure to prepare invites management to test the union's strength.

- Your choice of tactics must be determined by a clear analysis of the employer's weaknesses. It is easy to confuse activity for activity's sake with a genuine strategy. For each activity, you should be able to clearly explain how it is expected to lead to increased profits for the employer.

- Learn from the union's experience with pressure tactics used against the employer in the past. Make sure that the discussion includes both those who helped devise those tactics and those who may feel freer to be more critical.

Make the discussion as specific as possible. For example, if someone says, "Well, we tried that but it didn't work" or "We couldn't do that because the membership wouldn't support us", discuss why that was so.

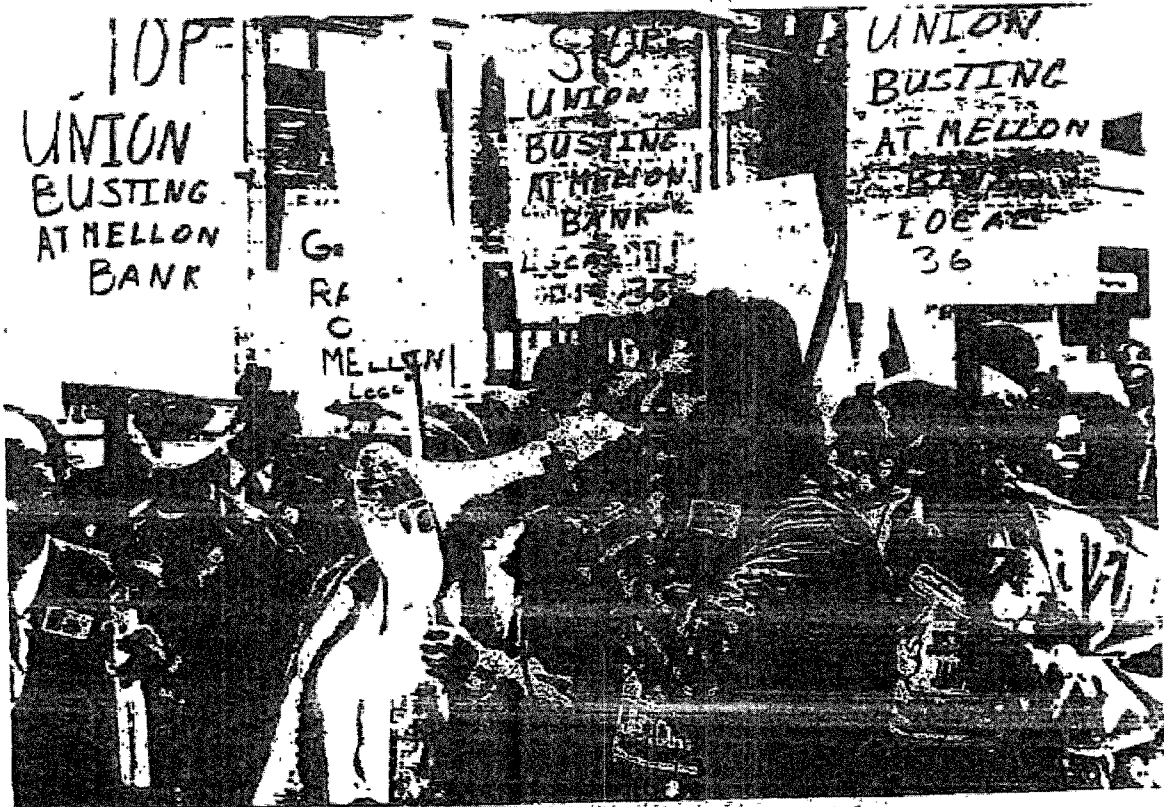
• No tactic is always successful or always unsuccessful; it depends on the particular employer and situation. Depending on the situation, for example, a strike may be the only way to win a good contract or a sure way to destroy the union. To some employers, media coverage is very important; to others, it makes little difference.

• Workers often give strongest support to actions they developed. Staff can make useful suggestions, but if workers themselves are not fully committed to a proposed action, it will fail.

• The threat of action often has more psychological effect on management officials than the action itself because they don't know exactly what the impact will be.

• It often takes a combination of tactics to win. It is rare that you can find the single, perfect tactic that will bring management to its knees.

More often, you have to put pressure in many ways so that the total cost of your campaign to the employer begins to outweigh the benefits of rejecting your proposals.



# Using The Media

Use of the media can put pressure on the employer and support all of the other tactics discussed in this part of the manual. For example, media coverage and advertising can help to . . .

- **Maintain morale among your members** as they take part in worksite activities, job actions, and/or strikes. It helps them to have their families, friends, and neighbors seeing their activities in a favorable light through the media. It also makes them feel that their activities are seen as important by the outside world.

- **Give customers, clients, investors, and others in the community reasons to cut off economic ties with the employer.** Media attention can convince the community of the justice of your cause, or can make businesses or individuals feel that they don't want to be involved with the employer while it is getting such bad publicity.

- **Encourage politicians and regulatory agencies to take actions that support your campaign or to at least stay neutral.** They may be influenced by knowing what the voters are learning from the media.

- **Encourage members of other unions and community groups to get involved in strike support activities.** They are more likely to help if they are frequently reminded through the media of your struggle.

- **Make individual managers nervous about the effect bad publicity may have on their careers and reputations.** If they see that you have the ability to use the media successfully, they may

worry that you will be able to publicize unfavorable information about their activities.

Successful use of the media also is important to counteract management's propaganda. Management will be using the media to portray the union as a greedy, outside institution which doesn't care about the community and is making trouble for its own purposes.

## Communicating three key messages

To support other pressure tactics and counteract management's propaganda, your media efforts must get across three basic messages:

### 1. What we are asking for is fair.

Some ways to show that may include . . .

- We are productive.

- Vivid descriptions of our workloads (such as what it is like to work in a hospital emergency room).

- Figures that compare productivity to past years, or other similar units elsewhere.

- Figures that compare number of workers accomplishing X amount of work today vs. more workers accomplishing same or less work at some point in the past.

- We aren't compensated fairly.

- Salary survey showing workers are underpaid compared to other people in society who do similar jobs or com-



# Creating News

## Events

For the most part, getting free news coverage depends on creating "newsworthy" events—events that can be shown visually, that are unusual in some way, that involve action by large numbers of people, or that involve well-known public figures.

Examples of events that may get media attention include . . .

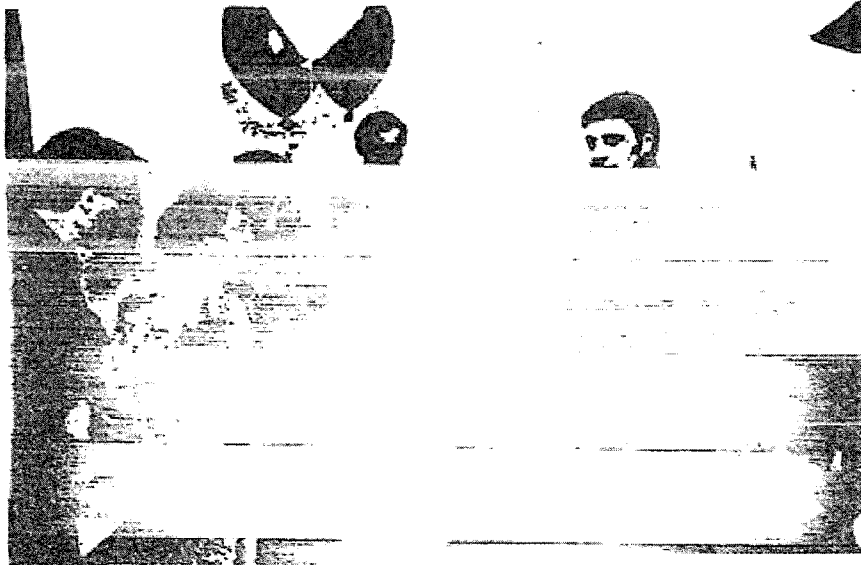
- A rally or demonstration at the offices or homes of management officials.
- A public debate between union members and management. If management refuses to show up, then either leave an empty chair as a visual symbol or have one of your members parody what management officials would have said if they had come.
- A public forum at which experts

discuss some of the underlying issues you are bargaining over—such as stress, health and safety, or pay equity.

- A candlelight vigil or parade.
- Events directly tied to particular bargaining issues. For example, members bargaining for child care services might hold a "stroll-in" at which they would march with their small children.
- Events tied to times of the year. For example, you could give a mock giant turkey to a top management official at Thanksgiving or sponsor a hunt for justice in the worksite at Easter.

## News conferences

A news conference allows you to reach many reporters at the same time. It also may create a feeling among reporters that "something important" is being announced and if they don't cover



Media events such as this arrest of the Easter bunny can be tied to times of the year.

# Escalating Pressure Tactics

How do you get workers to take action to pressure the employer? And how do you apply pressure in a way that will make management more willing to negotiate?

The key is "escalation"—implementing tactics one step at a time. In the area of on-the-job actions, for example, you can start with something mild like days when all workers wear the same color clothing, move to a one-minute moment of solidarity, then to a work-to-rule campaign where everyone does only the bare minimum required by the contract, and finally to some form of work stoppage if needed.

Step-by-step escalation has a number of benefits:

*Rallies build confidence and prepare workers for stronger actions, if needed.*

• It builds members' confidence and commitment. At the beginning of the campaign, many members may not believe that they have the power to take on management or that other workers

or community allies will stand by them if they do.

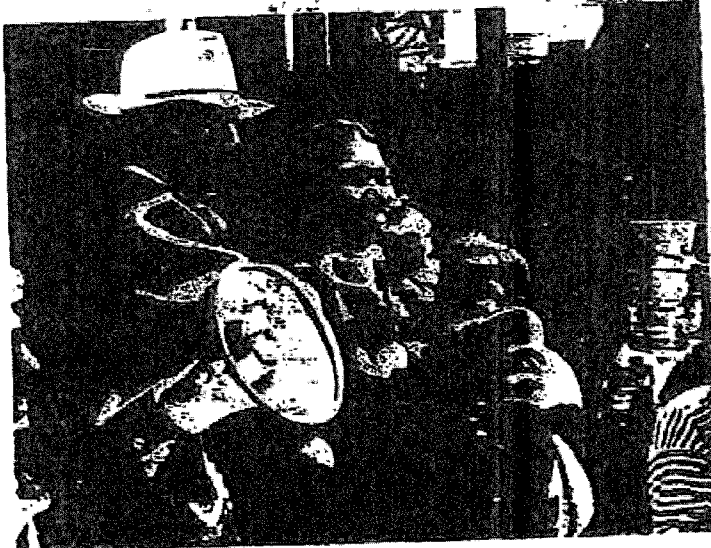
By escalating tactics, you don't ask them to make a leap of faith all at once. Instead, you start with an activity that is relatively easy to organize and has little risk—but that shows workers that organized action is possible.

Once workers have taken part in one campaign activity, many will begin to see the campaign and the union as their own. If management responds to, say, a petition or rally by refusing to negotiate reasonably, workers will begin to see this as an insult to them rather than a response to "the union." Filled with increased confidence and emotional commitment, they will be ready to try the next step.

• It keeps the blame for increased confrontation on management, where it belongs. Members, the news media, and allies in the community can see that each new tactic was adopted only when management failed to respond to milder demonstrations of workers' determination.

• It gives management incentive to settle. If management officials feel that you are determined to provoke the maximum possible confrontation no matter what, then they may have no reason to negotiate seriously. If they feel that you already have used your most powerful weapons, they may sit back and test your staying power.

If, on the other hand, you successfully carry out a series of stronger and stronger actions, management knows it can avoid further pressure but only by offering to compromise.



## Worksite Activities

The following are examples of types of activity to consider.

### Worksite communications

As described in Part 2 of this manual, these include one-on-one contacts, worksite meetings, and distribution of leaflets and surveys.

These activities not only communicate information but also help show management that the membership is involved and committed.

### Demonstrations of solidarity

This includes any activity which shows the membership is prepared to take organized action.

It could be a large rally or demonstration, a petition on a bargaining issue or other workplace problem, or on a particular day having members all wear union pins, buttons, stickers, or the same color clothing.

It also could involve informational picketing at the employer's offices or other location where it would be possible to draw public attention. Informational picketing means displaying signs and distributing literature which exposes the employer's behavior without asking employees to stop work or customers to withhold their business.

(Before conducting informational picketing, check with a union attorney, particularly in cases involving health care institutions.)

### Contract enforcement

A contract campaign can be a good time for members to file grievances over every possible contract violation.



Days on which workers all wear union T-shirts or the same color clothing help build solidarity.

This tactic reminds the employer of the difference between labor peace and the kind of labor trouble that can develop if a fair contract settlement can't be reached.

It also reminds members of the importance of their contract rights.

Organizing a contract enforcement effort may require a special meeting/training session for stewards to prepare them to make sure each worker is contacted either in person or through a phone tree.

Each worker should be provided with a short leaflet which explains the purpose of the contract enforcement effort and the sections of the contract which management is most likely to violate.

Where possible, large numbers of members affected by a problem can go together to present a mass grievance, further demonstrating solidarity to both management and the members themselves.

### Mini-campaigns on workplace issues

Some locals prefer to pressure the employer on workplace issues without relying on the formal grievance procedure. They feel that in the midst of a contract campaign the grievance procedure can involve too much delay and too much emphasis on officials who are removed from the worksite. They also are concerned about piling up a backlog of formal grievances which could re-

main after a contract settlement and distract the local from efforts to implement the new agreement.

Instead of using the grievance procedure to pressure the employer, you could organize a mini-campaign which might include the following:

- Identify a workplace problem to be solved. Ideally, you would start with an issue which reinforces the union's bargaining proposals, is of concern to a large number of workers, and has a clear solution which is winnable.

- Conduct a survey in order to document the problem and educate workers about the issue and your efforts to do something about it.

- Involve the affected workers, stewards, and committees in developing union proposals for a solution.

- Circulate a petition summarizing the survey results and promoting the union's proposed solution.

- Organize protest actions in an escalating pattern, starting with symbolic protests like button days and building toward mass meetings or refusal to do certain tasks until the problem is solved.

- Claim victory if the employer agrees to a solution. If the employer refuses on grounds that workers have no right to the proposed change under the current contract, point to the refusal when organizing support for the union negotiating team.

### Mini-Campaign On Health Issue Builds Bargaining Strength

At the All-American Gourmet frozen dinner factory in Atlanta, Ga., workers who wanted a union contract contacted SEIU Local 579.

Soon, workers began to pressure the employer on workplace issues. For example, a delegation of more than a dozen workers went to the manager's office to complain that double-duty assignments that took them from the hot kitchen to the ice-cold processing line were making many of them ill.

When the company gave in on that issue, other workers began using similar tactics to protest their poor working conditions.

These pressure tactics helped build workers' confidence in themselves and the union, and they voted by a large margin for SEIU representation.

Then, management refused to negotiate a contract. Instead, management lawyers used legal maneuvering to delay certification of the union by the NLRB.

Workers prepared to hold demonstrations at supermarkets, urging consumers not to buy All-American Gourmet products because of rat droppings in the food and other problems discovered by workers and documented in U.S. Department of Agriculture inspection records.

Knowing that the workers were well enough organized to carry out their threat, management agreed to drop its stalling tactics by not appealing decisions by an NLRB administrative law judge.

### Working to rule

In many cases, the most powerful worksite tactic is for members to do only what they are required to do by the

union contract and no more. In some worksites, this means that workers . . .

- Refuse voluntary overtime or optional assignments as temporary supervisors.

- Follow supervisors' instructions to the letter, even when those instructions are wrong or the supervisor has mistakenly left out key steps.

- Do not make any suggestions or take it upon themselves to solve problems that come up. They wait until the supervisor tells them what to do.

- Insist on strictly following all of the employer's rules. For example, let's say that to please its insurance company the employer has posted safety rules which say that "no employee shall lift excessive loads."

Workers may now decide to strictly enforce this rule, insisting on being provided with lifting devices or having other workers pulled off their jobs to help with excessive lifting.

- Report every equipment problem and insist that it be taken care of before work can proceed.

- Stop talking to supervisory personnel except when it would be a clear act of insubordination not to respond to a question or directive. Workers cut off such contacts with supervisors as engaging in small talk on the job, sharing rides to work, or eating together during breaks.

(In large public employee settings where some immediate supervisors might be sympathetic to union goals, an alternative might be to invite them to

### Workers Refuse Overtime, Threaten Strike

Workers at 15 Hillhaven nursing homes in California wanted pay increases and common expiration dates for their contracts, but management wouldn't agree.

When these members of SEIU Local 250 threatened a strike, they backed up the threat by refusing to work overtime at some locations. This work-to-rule action caused staffing problems for management and proved that workers would join together to sacrifice to achieve their bargaining goals.

Along with other tactics, the overtime refusal helped convince management to agree to settle without a strike.

participate in union rallies, fundraising drives, and petition campaigns.)

- Refuse to participate in employer-sponsored social events, charity campaigns, awards dinners, or other activities which are designed to make the employer look good and are not part of workers' jobs.

In some cases, workers have chosen to attend these activities but to bring along leaflets, large buttons with contract campaign slogans, or other items which focus attention on union members' concerns instead of the employer's public relations goals.

Work-to-rule tactics obviously require careful preparation, training, and consultation with union attorneys. Workers must understand the difference between doing the bare minimum that is required, which is legal, and a work slowdown or refusal to follow directions, which generally is not.

Since most people like to feel that they do their job well, many workers will be uncomfortable working to rule unless they have thoroughly discussed

# EXHIBIT 10

**DECLARATION OF [REDACTED] RE**  
**COUNTY OF RIVERSIDE AND SEIU, LOCAL 721 COLLECTIVE BARGAINING**  
**FOR A SUCCESSOR MOU IN 2016-2017**

[REDACTED] declare as follows:

1. I am currently employed as a Human Resources Services Manager at the County of Riverside ("County"). I have been employed in this classification since August 2014. I am a Certified Human Resources Professional by the Society for Human Resources Management Association ("SHRM-CP"). I was assigned management of the Employee Relations Division of Human Resources from February 2016 to April 2017.

2. I have personal knowledge of all facts stated in this declaration, and if called to testify, I could and would competently do so.

3. Prior to my employment at the County of Riverside, I was employed by the San Bernardino County Employees' Retirement Association in Human Resources from August 2012 to August 2014. Prior to that, I was employed by the County of San Bernardino as a Human Resources Officer from October 2004 to July 2012. I earned a Bachelor's Degree from California State Polytechnic University, Pomona in Business Administration – Management and Human Resources. I also earned a Master's Degree from California Baptist University in Organizational Leadership.

4. My duties as the County's Employee Relations Manager included oversight of the County's Employee Relations Division of Human Resources and, reporting directly to Assistant Human Resources Director Mike Bowers, with a dotted line reporting to the County Assistant Chief Executive Officer/Human Resources Director Mike Stock. The Employee Relations Division oversees employee discipline, union/employee grievances, workplace investigations, and planning, strategizing and active handling of the County's collective bargaining with the various bargaining units in the County.

5. In terms of the County's collective bargaining, my duties included: (1) participating in and overseeing bargaining preparation and strategy, which of course varies from unit to unit; (2) reporting to and receiving direction from the HR Director on bargaining goals provided from the County Board of Supervisors, particularly in relation to balancing fair employee compensation with County budgetary goals, policy decisions and issues; and (3) ensuring that the Board's goals and directives, communicated

1 to me from the HR Director were communicated to and implemented by the County's negotiations team  
2 during negotiations.

3 6. The bargaining team's primary directives since 2016 when negotiating successor MOUs,  
4 were (1) to secure cost savings in any way reasonably possible from labor (and other area) costs, as the  
5 County's General Fund and discretionary reserves are trending downwards, and County expenditures were  
6 exceeding County revenues; and (2) "clean up" and/or achieve consistency of various non-economic terms  
7 in the different MOUs. There was also a concern that the downward trend in County reserves was  
8 projected to accelerate in light of numerous extraordinary significant expenses the County is currently  
9 facing. These extraordinary costs included, but were not limited to: increasing CalPERS rates; IHSS fees;  
10 building, operating and maintaining a new County Detention Facility; building, staffing, operating and  
11 maintaining a new County Medical Office Facility; the Gray litigation/inmate settlement, requiring the  
12 County to provide improved medical and other conditions for prisoners; and, slowing down the substantial  
13 ongoing increases in labor costs such as COLAs and Step/Merit Increases over the past 5 years in existing  
14 MOUs. Accordingly, as pertains to costs savings that can be achieved from labor costs, the directive  
15 included reigning in increasing employees' Step/Merit Increases and reducing employees' generous flex  
16 benefits to achieve immediate costs reductions and savings. And, this could all be done without any  
17 takeaways or reductions in employee compensation – but by merely slowing down the rate of ongoing  
18 increases in the prior MOU.

19 7. Beginning in at least August 2016 through April 2017, with the 2012-2016 County/SEIU  
20 MOU set to expire at midnight on November 30, 2016, and the 2017-2018 County Budget prepared, I had  
21 regular communications with, and direction from, the HR Director regarding the direction/goals of  
22 collective bargaining for a successor MOU with SEIU. I thus also had regular contact with and updates  
23 from, the County's negotiations team. I disclose only information that has been made public or  
24 communicated in the Budget or collective bargaining process, and not any confidential or privileged  
25 internal communications, communications with counsel, or discussion in closed session.

26 8. I was aware that by March of 2017 (about 4 months after the County-SEIU 2012-2016  
27 MOU had expired), and after approximately 7 months of collective bargaining (since September 2016);  
28 and after about 20 bargaining sessions with SEIU's General and Nurses Tables; SEIU had yet to agree to



1 a single of the economic proposals pertaining to reducing Merit Increases from 2- or 3-steps at a time to  
2 1-step at a time; or eliminating cash back on Flex Benefits. I was also aware on the other hand that the  
3 parties had reached many Tentative Agreements (T/As) on non-economic terms, but no agreements on the  
4 County's proposed costs savings proposals pertaining to reducing Merit Increases and cash back on Flex  
5 Benefits.

6 9. By March 2017 it became clear to the County bargaining team and me that, in our opinion,  
7 SEIU was merely surface bargaining and delaying economic reductions, by: (1) refusing to agree to a  
8 single meaningful economic concession proposed by the County by this time; (2) unlike all other  
9 bargaining units, SEIU propounded numerous and voluminous Information Requests to the County; (3)  
10 SEIU had no trouble negotiating and agreeing to many non-economic proposals; and (4) I was informed  
11 that the negotiations meetings themselves were often a waste of time, as SEIU would often: (a) read  
12 lengthy Proposals out loud for hours, with no bargaining being done;; (b) use bargaining time for extended  
13 caucusing; and/or (c) ask unanswerable questions with no prior notice, and, then assert they could not  
14 bargain until they had the answer, all with no actual negotiating being done.

15 10. In early March 2017, HR Director Mike Stock asked me to attend a meeting requested by  
16 SEIU's then Regional Director Esmie Grubbs on March 8, 2017 to discuss ongoing negotiations. Attached  
17 hereto as Exhibit 1 is a true and correct copy of the calendar item confirmation from Mike Stock to Esmie  
18 Grubbs and me scheduling the meeting on March 8, 2017 at 2:00 p.m. I had a cordial and professional  
19 relationship with Ms. Grubbs up to that time, as she had been SEIU's Regional Director since about 2014.  
20 We were thus both relatively new to our positions in 2016, and both hoped to improve the long-strained  
21 relationship between the County and SEIU.

22 11. Sometime in early March 2017, I learned that SEIU intended to hold some type of  
23 demonstration or action at the Board of Supervisors regularly scheduled meeting on March 7, 2017 to  
24 protest the negotiating positions taken by the County in collective bargaining.

25 12. On or about March 6, 2017, HR Director Mike Stock informed me that he had spoken with  
26 Esmie Grubbs about holding off on staging the demonstration because he was scheduled to speak to the  
27 Board about the ongoing negotiations at the Board's closed session meeting on March 7, 2017. Once he  
28 attended the Board meeting on March 7, 2017, afterwards he might then be able to provide some responses

1 to some of SEIU's concerns and, inform Ms. Grubbs if the Board had any new direction or positions in  
2 collective bargaining. HR Director Stock informed me that Grubbs agreed to reconsider staging SEIU's  
3 demonstration on March 7, 2017 (the day of the Board meeting), but wanted to meet with SEIU's  
4 bargaining team to discuss it, as she could not make the decision herself.

5 13. On Tuesday March 7, 2017, the Board of Supervisors conducted its regularly scheduled  
6 Board Meeting, and SEIU did not stage any demonstration at that meeting. The morning of March 7,  
7 2017 and in preparation for our meeting the next day, Ms. Grubbs emailed HR Director Stock a list of  
8 SEIU's priority items in bargaining. The email was forwarded from HR Director Stock to me later that  
9 same day. Attached as Exhibit 2 is a true and correct copy of the March 7, 2017 email strand from Ms.  
10 Grubbs to HR Director Stock and from HR Director Stock to me.

11 14. On the morning of March 8, 2017, HR Director Stock confirmed the meeting with Ms.  
12 Grubbs, and notified her that I also would be attending the meeting. Ms. Grubbs confirmed the time of  
13 the meeting, and notified HR Director Stock that she would be "bringing [SEIU Representative] Roman  
14 (Martinez) with" her, so that I could get to know him. HR Director Stock forwarded those emails to me  
15 at approximately 8:38 a.m. Attached hereto as Exhibit 3 is a true and correct copy of the March 8, 2017  
16 email strand between Ms. Grubbs and HR Director Stock, which was forwarded to me.

17 15. On or about Wednesday March 8, 2017 at approximately 2:00 p.m. we in fact met with Ms.  
18 Grubbs in the sitting area of HR Director Stock's office on the 7<sup>th</sup> Floor of the County Administrative  
19 Center. Roman Martinez from SEIU was also in attendance with Mr. Stock and myself. The topic of  
20 conversation was the ongoing negotiations between the County and SEIU, and if the Board had given any  
21 new or different direction in ongoing negotiations with SEIU at its closed session the day before. Mr.  
22 Stock informed Ms. Grubbs that the Board had not changed any positions or given any new direction  
23 regarding the County's directions for collective bargaining with SEIU. Esmie Grubbs was very upset  
24 because she had cancelled the scheduled demonstration by SEIU, and the Board had not made any new  
25 concessions to SEIU. Ms. Grubbs then angrily asserted in that meeting:

26  
27 a. *She had put herself on the line for her membership (by canceling SEIU's demonstration*  
28 *the day before), and that she now looked bad as a result.*

- 1           b.     *SEIU would NEVER agree to any economic reductions in the ongoing negotiations, such*  
2                     *as the County's 1-Step Merit Increases and Flex Benefits.*
- 3           c.     *If the County continued to seek reductions from current levels in the expired MOU, SEIU*  
4                     *would drag out negotiations, for years if necessary, until future Board of Supervisors'*  
5                     *elections years out, at which time SEIU could/would exert extreme pressure on Supervisors*  
6                     *then facing re-election.*
- 7           d.     *If the County did not withdraw its proposals for reductions from current levels, SEIU would*  
8                     *"come after" the County and Supervisors in every way it could.*
- 9           e.     *Ms. Grubbs also threatened to come after Mike Stock personally if the County continued*  
10                    *to seek reductions from current levels. As I was aware of SEIU's Bargaining Tactics*  
11                    *Manual, it was clear to me that this threat would mean that SEIU would aggressively*  
12                    *attempt to intervene between the Board and Mr. Stock to damage that working relationship*  
13                    *and call for his removal. Attached hereto and marked as Exhibit 4 is a true and correct*  
14                    *copy of the SEIU Pressure Tactics manual I was aware of.*

15           16.    I was truly shocked and disappointed by Ms. Grubbs' overt threats to drag out negotiations  
16 indefinitely if we did not give SEIU what they wanted. I was shocked because it was difficult for me to  
17 comprehend that Ms. Grubbs could/would and did walk right in to Assistant CEO/HR Director Mike  
18 Stock's office and directly threaten to interfere with his job to his face, and, openly assert that SEIU would  
19 never agree to any reductions, and would drag bargaining out for years. I was disappointed because I  
20 thought that Ms. Grubbs and I, both being relatively new to our positions, were working together to  
21 improve long-strained County-SEIU labor relations. I could not possibly imagine the repercussions to me  
22 or the County if I was to walk into SEIU's office and threaten their Director or President, and, tell them  
23 the County would never reach agreement with SEIU.

24           17.    In response to these statements and threats by Ms. Grubbs made to us on March 8, 2017,  
25 Mr. Stock called a meeting with me and the bargaining team on March 14, 2017 (Mr. Stock, myself,  
26 Tammi Turner, Clorissa Cacho, Nora Verceles). After recounting the meeting with Ms. Grubbs, and  
27 reviewing the bargaining history, our opinion that SEIU had been merely surface bargaining to delay  
28

1 implementation of necessary and appropriate key economic terms was confirmed in a most shocking way  
2 by Ms. Grubbs. As a result, and for obvious reasons, the County was aware that future negotiations on  
3 economic proposals were futile. We expected that SEIU would continue to delay and surface bargain by  
4 bringing new proposals and/or discuss non-economic proposals, or bring more information requests, to  
5 avoid bargaining key economic proposals (as they had already been doing).

6 18. We also immediately informed our outside labor counsel Ed Zappia of Ms. Grubbs'  
7 statements for any potential strategy and/or legal implications of Ms. Grubbs' statements. I will not  
8 disclose communications in that meeting, as they are privileged. However, it is not privileged that Ms.  
9 Grubb's statements are encompassed in subsequent PERB Charge filed by the County against SEIU.

10 19. Even though the County evaluated that issuance of a Last, Best, and Final Offer (LBFO)  
11 and declaration of impasse was immediately warranted after SEIU's threats on March 8, 2017, and the  
12 bargaining history, we nonetheless decided to undertake additional efforts to try and reach voluntary good  
13 faith agreement before issuing an LBFO and/or declaring impasse.

14 20. The County bargaining team did make additional proposals, but the County remained firm  
15 on its key economic terms.

16 I declare under penalty of perjury of the laws of the State of California that all statements above  
17 are true and correct.

18 Executed on March 2, 2018 at Riverside, California.

19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

# EXHIBIT 11

## PUBLIC EMPLOYMENT RELATIONS BOARD



Office of the General Counsel  
1031 18th Street  
Sacramento, CA 95811-4124  
Telephone: (916) 327-8381  
Fax: (916) 327-6377



November 16, 2017

Via Electronic and U.S. Mail  
ezappia@zappialegal.com

Edward P. Zappia, Attorney  
The Zappia Law Firm, APC  
7777 Center Ave. Suite 625  
Huntington Beach, CA 92647

Re: California Public Records Act Request

Dear Mr. Zappia:

I am responding on behalf of the Public Employment Relations Board (PERB) to your request under the California Public Records Act (Gov. Code, § 6250 et seq. [CPRA]) received November 8, 2017, which seeks copies of the following records:

1. All Unfair Labor Practice Charges filed with PERB against SEIU<sup>1</sup> and any of its locals in the past three years.
2. All complaints issued by PERB that allege unfair labor practice by SEIU.

**Request No. 1**

PERB determined that there are approximately 80 cases responsive to Request No. 1. Many of those files are presently in storage and PERB will require time to retrieve them. To not delay providing you with the requested files, PERB will produce the records as each file is located in the following manner:

- When a charge has been stored in electronic format: PERB will attach the file and send the record via e-mail message. I anticipate that PERB will begin sending these files in the next several days.
- When a charge is not in electronic format: PERB will conduct a page count to calculate the cost of providing the document. PERB charges .25 cents per page for photocopying or scanning public records not maintained in electronic format, plus the cost of postage (postage waived if PDF copy sent). PERB will then inform you of the cost for the documents. Upon receipt of payment, the file will be scanned or printed, then sent to you via e-mail or U.S. (If you want a hard copy mailed, please let me know and I will provide the additional cost for postage.)

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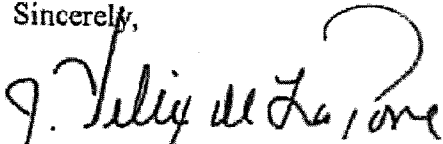
<sup>1</sup> PERB understands the acronym "SEIU" to mean "Service Employees International Union".

**Request No. 2**

Under Request No. 2, PERB has not issued any unfair practice complaints against SEIU during the prior three years. If you also intended to request complaints issued by PERB against local unions affiliated with SEIU—as you indicated in Request No. 1—please let me know and I will search for those files as well, following the same process to produce them as described above for Request No. 1.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "J. Felix De La Torre". The signature is written in black ink and is positioned above the typed name.

J. Felix De La Torre  
General Counsel

# EXHIBIT 12



**PUBLIC EMPLOYMENT RELATIONS BOARD**

Los Angeles Regional Office  
700 N. Central Ave., Suite 200  
Glendale, CA 91203-3219  
Telephone: (818) 551-2813  
Fax: (818) 551-2820



August 31, 2017

Edward P. Zappia, Attorney  
The Zappia Law Firm, APC  
7777 Center Ave. Suite 625  
Huntington Beach, CA 92647

Maria Keegan Myers, Attorney  
Rothner, Segall & Greenstone  
510 South Marengo Avenue  
Pasadena, CA 91101-3115

Re: *County of Riverside v. Service Employees International Union Local 721*  
Unfair Practice Charge No. LA-CO-222-M

Dear Parties:

The Office of the General Counsel has issued the enclosed COMPLAINT in the above-entitled matter. The Respondent is required to file an **ANSWER** within 20 calendar days from the date of service of the COMPLAINT, pursuant to PERB Regulation 32644.<sup>1</sup> The required contents of the **ANSWER** are described in PERB Regulation 32644(b). If you have not filed a Notice of Appearance form, one should be completed and returned with your **ANSWER**.

Also enclosed is a Notice of Informal Conference informing you that an informal settlement conference has been scheduled. If you are unable to meet on the date specified, please follow the instructions in the second paragraph of the notice. All inquiries, filings, and correspondence in this matter should be directed to me.

Sincerely,

Mary Weiss  
Regional Attorney

Enclosures

<sup>1</sup> PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at [www.perb.ca.gov](http://www.perb.ca.gov).

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



COUNTY OF RIVERSIDE,

Charging Party,

v.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 721,

Respondent.

Case No. LA-CO-222-M

COMPLAINT

It having been alleged by Charging Party that Respondent engaged in unfair practices in violation of California Government Code section 3500 et seq., the General Counsel of the Public Employment Relations Board (PERB), pursuant to California Government Code sections 3509(b) and 3541.3(i) and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Charging Party is a public agency within the meaning of Government Code section 3501(c) and PERB Regulation 32016(a).
2. Respondent is an exclusive representative within the meaning of PERB Regulation 32016(b) of appropriate units of employees, which include the: (1) Para-Professional Unit; (2) Professional Unit; (3) Registered Nurses Unit; and (4) Supervisory Unit. Respondent represents employees in the following departments, among others: Charging Party's Department of Mental Health, Department of Public Social Services, Department of Environmental Health, Fleet Services, Probation Department, Information Technology, Riverside University Health System, and Sheriff's Department.
3. Charging Party and Respondent were parties to Memoranda of Understanding (MOU) for the units described in paragraph 2, which expired on November 30, 2016. During

the period from September 2016 to the present, Respondent and Charging Party have been meeting and conferring pursuant to Government Code section 3505. The parties have not reached impasse in their negotiations.

4. During this period of time, Respondent engaged in conduct, including but not limited to the following: (1) on and/or after November 10, 2016, Respondent passed multiple proposals that would increase Charging Party's budget deficit over a three-year period, including cost of living increases, increases in step advancements, and removing the steps from the bottom of salary ranges; (2) Respondent engaged in threats of action designed to have "more psychological effect on management officials than the action itself"; (3) on April 24, 2017, Respondent rallied its members to strike before negotiations were completed by posting an article on its website entitled "Escalation Up to and Including Authorization of a Strike in Riverside County" which states its members were "casting their votes" between April 19, 2017, and May 16, 2017, to "escalate the fight to win a contract that Raises Up Riverside County"; (4) in April 2017, Respondent issued its "President's Report" stating "Riverside 721 Members Turn Up the Heat" and that members were voting whether to "escalate their campaign—up to and including strike"; (5) on May 17, 2017, Respondent posted an article on its website entitled "By Popular Demand—Riverside County Escalation Voting Extended!" which stated that thousands of members had "already casted their vote to escalate up to and including a strike"; (6) on May 25, 2017, Respondent posted an article on its website stating that 98 percent of its members had "emphatically authorized an escalation up to and including a strike"; (7) Respondent told Charging Party "it would NEVER agree" to Charging Party's proposed economic terms and that it "would bargain perpetually with no intent to ever reach agreement, until such time as the County acquiesced on these provisions"; (8) on June 14, 2017, Respondent failed to accept Charging Party's "major concessions" of withdrawing its

proposal “to eliminate both the Flex Benefits cash back and subsidies for current employees and the opt-out option for Flex Benefits”; (9) on or about June 20, 2017, Respondent posted on its website that Charging Party had made concessions regarding Flex Benefits and credited “rais[ing] the stakes” through its demonstrations and actions at worksites; (10) on June 19, 2017, Respondent began staging a “March on Bosses,” where members gathered and demonstrated outside their managers’ offices within Charging Party’s facilities, and posted information about the action on its website; (11) on June 21, 2017, Respondent posted an article on its website entitled “Cut The Delays! We’re Demanding a Fair Contract Now in Riverside County,” which included pictures of members “gathering in mass outside of managers’ offices” and stated that members were “cranking up the pressure at every worksite!”; and (12) on July 26, 2017, Respondent presented approximately 127 counter proposals in response to a LBFO that Charging Party had presented to Respondent on July 19, 2017, and spent four hours reading the 127 counter proposals out loud.

5. On August 29, 2017, Respondent notified Charging Party that its members intend to commence a three-day work stoppage scheduled for September 6, 2017, through and including September 8, 2017, of bargaining unit employees, including, but not limited to, those employees working at Charging Party’s DPSS, Department of Mental Health, Department of Environmental Health, Fleet Services, Probation Department, Information Technology, Riverside University Health System, and Sheriff’s Department.

6. By the acts and conduct described in paragraphs 3, 4 and 5, Respondent engaged in unlawful pressure tactics and/or threatened to engage in, and took substantial steps in furtherance of, an unlawful strike prior to reaching an impasse in negotiations and/or exhausting impasse procedures, sufficient to create a reasonable belief in the employer that a strike would occur, and therefore failed and refused to bargain in good faith in violation of

Government Code section 3505 and committed an unfair practice under Government Code section 3509(b) and PERB Regulation 32604(c).

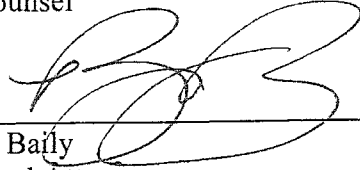
7. By the acts and conduct described in paragraph 5, Respondent has called for, authorized, assisted, encouraged, sanctioned, ratified, condoned, or provided support to certain “essential employees” to withdraw their services, and therefore failed and refused to bargain in good faith in violation of Government Code section 3505, and committed an unfair practice under Government Code section 3509(b) and PERB Regulation 32604(c). (*City of San Jose v. Operating Engineers Local Union No. 3* (2010) 49 Cal.4th 597; *County Sanitation Dist. No. 2 v. Los Angeles County Employees’ Assn.* (1985) 38 Cal.3d 564.)

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: August 31, 2017

J. FELIX DE LA TORRE  
General Counsel

By

  
\_\_\_\_\_  
Blair Bailly  
Regional Attorney

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



COUNTY OF RIVERSIDE,

Charging Party,

v.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 721,

Respondent.

Case No. LA-CO-222-M

**NOTICE OF INFORMAL  
CONFERENCE**

PLEASE TAKE NOTICE that on September 22, 2017, beginning at 10:00 a.m., at the Public Employment Relations Board, 700 N. Central Ave., Suite 200, Glendale, California, an informal conference will be held pursuant to California Code of Regulations, title 8, section 32650 on an unfair practice complaint issued by the Public Employment Relations Board (PERB) against the above-named respondent. The conference will be held before the undersigned representative of PERB, at which time the parties should appear in person or by representative. Any representative who is not authorized to settle the case should be accompanied by an individual who is so authorized.

PLEASE TAKE FURTHER NOTICE that requests to change the date of the informal conference will not be entertained unless a written request meeting the following conditions is filed in the Los Angeles Regional Office not less than five (5) working days before the date set for the conference. Furthermore, the parties should understand that PERB's informal conference proceedings are mediations and, therefore, enjoy absolute confidentiality pursuant to California Evidence Code, sections 703.5, 958, and 1110.

1. The request must be served on the opposing party;
2. The reasons for the request must be specified;

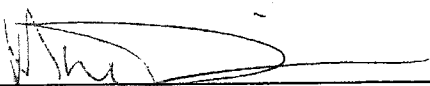
3. The request must include the opposing party's position on the request;
4. Alternate dates proposed by the requesting party and submitted by the opposing party must be stated. (Reasonable attempts should have been previously made to coordinate those dates with the calendar of the undersigned); and
5. The alternate dates should fall within 20 calendar days of the date the conference was originally scheduled.

If all of the above-listed conditions are not met, the written request must set forth good cause for the failure to comply with this directive.

At the conference, the parties should be prepared to reach a settlement agreement or reduce the number of outstanding issues. If no settlement is reached, a formal hearing will be scheduled by the PERB. Parties should be prepared at the conference to submit at least three sets of proposed dates for formal hearing.

All communications concerning the further processing of this case should be addressed to the undersigned at PERB, 700 N. Central Ave., Suite 200, Glendale, CA 91203-3219; (818) 551-2813.

DATED: August 31, 2017

By   
\_\_\_\_\_  
Mary Weiss  
Regional Attorney

## PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles, 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 Public Employment Relations Board, 700 North Central Avenue, Suite 200, Glendale, CA 91203-3219.

On August 31, 2017, I served the following documents :

- COMPLAINT
- NOTICE OF INFORMAL CONFERENCE

on the parties listed below by:

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).

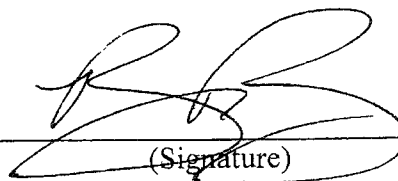
electronic service (e-mail).

Edward P. Zappia, Attorney  
The Zappia Law Firm, APC  
7777 Center Ave. Suite 625  
Huntington Beach, CA 92647  
mmyers@rsglabor.com

Maria Keegan Myers, Attorney  
Rothner, Segall & Greenstone  
510 South Marengo Avenue  
Pasadena, CA 91101-3115  
mmyers@rsglabor.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on August 31, 2017, at Glendale, California.

Blair Bailly  
\_\_\_\_\_  
(Type or print name)

  
\_\_\_\_\_  
(Signature)



MARIA KEEGAN MYERS (CSB No. 268033)  
ROTHNER, SEGALL & GREENSTONE  
510 South Marengo Avenue  
Pasadena, California 91101  
Telephone: (626) 796-7555  
Fax: (626) 577-0124  
E-mail: mmyers@rsglabor.com

Attorneys for Service Employees International Union, Local 721

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

In the matter of the fact finding between

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL  
721,

Union,

and

COUNTY OF RIVERSIDE,

Employer.

Fact Finding Case No. LA-IM-252-M

**UNION PANEL MEMBER JOSIE  
MOONEY'S CONCURRENCE TO THE  
REPORT AND RECOMMENDATIONS  
OF THE FACTFINDING PANEL**

I write as the designated panelist for the Service Employees International Union, Local 721 ("Local 721" or "Union") to concur with the Fact Finding Report issued in this matter by neutral fact finder Tony Butka. The Union applauds Mr. Butka's efforts in distilling the facts from the six-day hearing and thousands of pages of documents produced. The Union would like

to emphasize the following points which were mentioned in Mr. Butka's report but bear repeating:

**1. The Funds Allocated for the County's \$41 Million Dollar Contract with KPMG Could Have Provided SEIU-Represented Employees with Over 6% in Wage Increases**

In the fact finding proceeding, the Union exposed the County's record of continued wasteful spending on outside contracts with vendors. The KPMG contract, is just one example of the County's misplaced spending priorities. The County awarded a contract to KPMG in October 2015, more than two years ago. To date, the County has allocated over \$41 million dollars to KPMG. To put this dollar figure in perspective, \$41 million dollars is equivalent to approximately 6.3% in wage increases for SEIU-represented employees.<sup>1</sup> In the two years since the County awarded the KPMG contract, the County has not reported *any* cost savings. Indeed, several County department heads have publicly opposed the further use of KPMG.

Additionally, the Union presented the following evidence during the fact finding hearing regarding the propriety of the bidding and awarding of the KPMG contract:

- (a) KPMG submitted an initial proposal that failed to include any relevant information about the company, claiming most information as confidential and proprietary;

---

<sup>1</sup> During the fact finding hearing, the County witnesses testified that a 1% wage increase for SEIU-represented employees costs the County approximately \$6.5 million dollars.

- (b) The four other firms competing against KPMG for the contract submitted thorough, detailed initial proposals with bids ranging from \$230,000 to \$300,000 while KPMG's initial bid was \$761,600;
- (c) KPMG was rated second to last by a five-person evaluation team who reviewed the bids, yet the CEO certified to the Board that the panel chose KPMG as the most responsive and responsible bidder; and
- (d) KPMG's contract jumped from \$761,600 to over \$41 million in less than two years using an amendment process with no additional competitive bidding.

The Union contends that the allocation of \$41 million dollars to the KPMG contract is yet another example of wasteful spending and a lack of transparency and accountability to the public.

## **2. The County's Reserve Levels Exceed Those Recommended By Leading Government Management Organizations and Are Above Those Required By Board Policy**

County Board of Supervisors Policy B-30 requires that the County maintain at least 25% of the fiscal year's discretionary revenue in reserves. As of the close of fiscal year 2017, the County reserves were approximately 27% of Net County Cost. Indeed, according to the Comprehensive Annual Financial Report ("CAFR"), the County has in excess of \$348 million in its general fund ending balance for fiscal year 2017, of which at least \$217 million is available as an unassigned reserve. The unassigned reserve is 2% (or about \$17 million) above the required reserve levels for the Net County Cost ("NCC") set by Board policy. These excess reserves surpass the cost of Mr. Butka's recommended wage increases.

Another noteworthy issue is the required reserve levels themselves. The Government Finance Officers Association recommends that most agencies maintain unrestricted budgetary fund balance of two months of regular general fund operating revenues. According to the testimony of County Chief Finance Officer Don Kent, two months' of general fund revenues equals approximately 17% of discretionary revenue. The Union believes that the County would be well-advised to align its reserve requirements with best practices endorsed by the Government Finance Officers Association.

**3. The Union's Classification and Compensation Study Included the Same Five Counties Included in the County's Study**

The Union's classification and compensation compared wages and benefits for employees from the following counties: Los Angeles, Orange, Sacramento, San Bernardino, San Diego, Santa Clara, and Ventura. Of these, the County included all but Sacramento and Santa Clara in its market study. As explained during the fact finding, the Union chose to include Sacramento and Santa Clara counties because they are comparable to Riverside County. Sacramento County, while smaller in terms of population, has a comparable mix of urban, rural, and agricultural areas. Riverside County's 2017-18 budget of \$5.45 billion dollars is comparable to the budgets of Sacramento County, with a budget of \$4 billion dollars, and Santa Clara County, with a budget of \$6.1 billion dollars. Finally, like Riverside County, Santa Clara County is one of the few counties in the state to operate a medical center.

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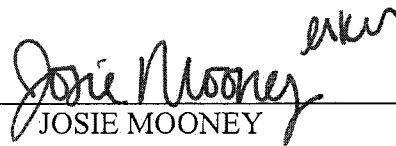
In closing, the Union thanks Mr. Butka for his time and effort in conducting the six-day fact finding hearing, as well as his careful review of the voluminous documents provided in support of the parties' respective positions. Mr. Butka was mutually selected by the County and the Union to serve as the neutral fact finder on this panel, and was charged with the responsibility of weighing the evidence presented by both parties. The Union appreciates Mr. Butka's diligent efforts in this regard.

In light of Mr. Butka's recommendations, which overwhelmingly support the Union's position, SEIU Local 721 urges the County to reconsider its Last, Best and Final offer and agree to a fair contract for its employees.

DATE: April 3, 2018

Respectfully Submitted,

By

 <sup>er</sup>  
\_\_\_\_\_  
JOSIE MOONEY

*Assistant to the President*

*Service Employees International Union, Local 721*

# NURSES STICK TOGETHER

# END THE INVESTIGATIONS

THE UNDERSIGNED REJECT THE COUNTY'S EFFORTS TO SUPPRESS AND INTIMIDATE WORKERS. WE DEMAND AN IMMEDIATE END TO THE BASELESS INVESTIGATIONS OF RIVERSIDE COUNTY NURSES.

Dorothy Mui 2233623 3100 Dmu

NAME	EMPLOYEE #	DEPT	SIGNATURE
------	------------	------	-----------

Robin Paredes	180583	3100	R Paredes
NAME	EMPLOYEE #	DEPT	SIGNATURE

<i>[Signature]</i>		3100	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE

Zoila R. Brandin	200213	3100	ZRB
NAME	EMPLOYEE #	DEPT	SIGNATURE

A. GLESSIE	233133	MMOD	A Glessie
NAME	EMPLOYEE #	DEPT	SIGNATURE

ZENOBIAROSE	228379	RESP.	Z Rose
NAME	EMPLOYEE #	DEPT	SIGNATURE

Carey McVranahan	238617	nicu	C McVran
NAME	EMPLOYEE #	DEPT	SIGNATURE

<i>[Signature]</i>	231898	MH	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE

Damasio Sanchez	234146	Peds	D Sanchez
NAME	EMPLOYEE #	DEPT	SIGNATURE

Gayma Taguian	231608	peds	G Taguian
NAME	EMPLOYEE #	DEPT	SIGNATURE

<i>[Signature]</i>	20076	ICU	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE

<i>[Signature]</i>	24887	ICU	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE



# NURSES STICK TOGETHER

# END THE INVESTIGATIONS

THE UNDERSIGNED REJECT THE COUNTY'S EFFORTS TO SUPPRESS AND INTIMIDATE WORKERS. WE DEMAND AN IMMEDIATE END TO THE BASELESS INVESTIGATIONS OF RIVERSIDE COUNTY NURSES.

Gabriela Margu 231597 LYN  
 NAME EMPLOYEE # DEPT SIGNATURE

Geraldine Joran 215665 4100  
 NAME EMPLOYEE # DEPT SIGNATURE

F. Fernandez 229304 4100  
 NAME EMPLOYEE # DEPT SIGNATURE

J Slusarczyk 214274 3300 LYN  
 NAME EMPLOYEE # DEPT SIGNATURE

Demetrice Jasmine 22965 3300 29D  
 NAME EMPLOYEE # DEPT SIGNATURE

James Clowers 231514 PALU  
 NAME EMPLOYEE # DEPT SIGNATURE

Lynet Quebec 216412 OR  
 NAME EMPLOYEE # DEPT SIGNATURE

GARNETT TARE 219256 O.R.  
 NAME EMPLOYEE # DEPT SIGNATURE

Amenawon Egiebor 247286 O.R.  
 NAME EMPLOYEE # DEPT SIGNATURE

Derrick Knight 109014 OR  
 NAME EMPLOYEE # DEPT SIGNATURE

Stephanie Martinez 245547 OR EVS  
 NAME EMPLOYEE # DEPT SIGNATURE

Kevin Gamboa 240817 O.R.  
 NAME EMPLOYEE # DEPT SIGNATURE



# NURSES STICK TOGETHER

# END THE INVESTIGATIONS

THE UNDERSIGNED REJECT THE COUNTY'S EFFORTS TO SUPPRESS AND INTIMIDATE WORKERS. WE DEMAND AN IMMEDIATE END TO THE BASELESS INVESTIGATIONS OF RIVERSIDE COUNTY NURSES.

Gabriela Marga	231597	LTN	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE
Genaldina Joren	215665	4100	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE
F. Fernandez	229304	4100	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE
J. Slusarczyk	214274	LVD	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE
Demetrice Jasmine	22965	8300 LVD	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE
James Clowers	231514	PACU	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE
Lynet Quebec	216412	OR	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE
GARNER TARE	219256	O.R.	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE
Amenawon Egiachor	247286	O.R.	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE
Derriek Kight	109014	OR	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE
Stephanie Martinez	245547	OR / EVS	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE
Kevin Gamboa	240817	O.R.	<i>[Signature]</i>
NAME	EMPLOYEE #	DEPT	SIGNATURE





# NURSES STICK TOGETHER

# END THE INVESTIGATIONS

THE UNDERSIGNED REJECT THE COUNTY'S EFFORTS TO SUPPRESS AND INTIMIDATE WORKERS. WE DEMAND AN IMMEDIATE END TO THE BASELESS INVESTIGATIONS OF RIVERSIDE COUNTY NURSES.

Ruth Burden 200788 Nursing RN  
 NAME EMPLOYEE # DEPT SIGNATURE

Amy Seftel 230XX Nursing RN  
 NAME EMPLOYEE # DEPT SIGNATURE

Malyra Torres 236490 OR RN  
 NAME EMPLOYEE # DEPT SIGNATURE

Anna Lisa Owen 226907 OR RN  
 NAME EMPLOYEE # DEPT SIGNATURE

Gina Ehta 225365 OR RN  
 NAME EMPLOYEE # DEPT SIGNATURE

Lauren Seanez 247719 OR RN  
 NAME EMPLOYEE # DEPT SIGNATURE

Maria Krize 212657 O.R. RN  
 NAME EMPLOYEE # DEPT SIGNATURE

Jose Carr 234764 OR RN  
 NAME EMPLOYEE # DEPT SIGNATURE

Carly Munle 244439 OR RN  
 NAME EMPLOYEE # DEPT SIGNATURE

Shelly Rodgers 218608 OR RN  
 NAME EMPLOYEE # DEPT SIGNATURE

Melissa Vidal 210832 OR RN  
 NAME EMPLOYEE # DEPT SIGNATURE

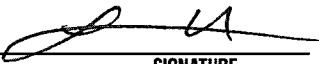
Azula Guzman 206468 OR RN  
 NAME EMPLOYEE # DEPT SIGNATURE

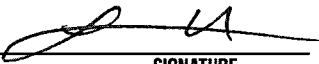


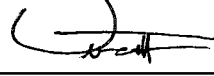






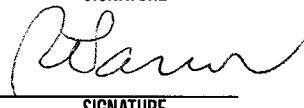




# NURSES STICK TOGETHER


# END THE INVESTIGATIONS

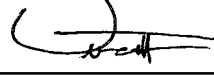
THE UNDERSIGNED REJECT THE COUNTY'S EFFORTS TO SUPPRESS AND INTIMIDATE WORKERS. WE DEMAND AN IMMEDIATE END TO THE BASELESS INVESTIGATIONS OF RIVERSIDE COUNTY NURSES.


Laura Herrera 241095 2500 


NAME	EMPLOYEE #	DEPT	SIGNATURE
Laura Herrera	241095	2500	
Mayra Bravo	224085	2500	
Sheryl Mariano	243119	2500	
VINCENT TOLEDO	244590	2500	
Jengo Sam	236205	2500	
Lana Marayel	234773	2500	
PONGSAK KOSITSAWAT	239762	2500	
Elsa Cruz	211865	EVS	
Bryan Walk	156269	EVS	
Isabel Castillo	244355	OR	
RUBY PASCOR		PACU	
Elizabeth Robinson		OR	


Mayra Bravo 224085 2500 

Sheryl Mariano 243119 2500 


VINCENT TOLEDO 244590 2500 


Jengo Sam 236205 2500 

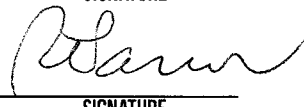
Lana Marayel 234773 2500 


PONGSAK KOSITSAWAT 239762 2500 

Elsa Cruz 211865 EVS 

Bryan Walk 156269 EVS 

Isabel Castillo 244355 OR 

RUBY PASCOR PACU 


Elizabeth Robinson OR 





# NURSES STICK TOGETHER

# END THE INVESTIGATIONS

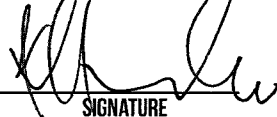
THE UNDERSIGNED REJECT THE COUNTY'S EFFORTS TO SUPPRESS AND INTIMIDATE WORKERS. WE DEMAND AN IMMEDIATE END TO THE BASELESS INVESTIGATIONS OF RIVERSIDE COUNTY NURSES.


Zachary Purcell e244691 2500  SIGNATURE


Virginia Tang E242457 2500  SIGNATURE


Miyra Jimenez E240812 2500  SIGNATURE


Rachel Bush 229200 2500  SIGNATURE


Annah Motambo 221032 2500  SIGNATURE


Kristine Stumpf e243120 2500  SIGNATURE


Victoria Trenham e241150 2500  SIGNATURE

AUGUST PARKER 226998 2500  SIGNATURE

John Broche 224259 2500  SIGNATURE

Amy Woodard 231281 2500  SIGNATURE

AIDA AGPALO 225199 2500  SIGNATURE

Portia Duff 240961 2500  SIGNATURE



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*Celine* 2129944500 *CE*

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>Ma. Clarinda</i>	<i>24294</i>	<i>MECW</i>	<i>Ma. Clarinda</i>
<i>Alicia Diaz</i>	<i>246105</i>	<i>2500</i>	<i>Alicia Diaz</i>
<i>MARISOL ESCOTO</i>		<i>TAP</i>	<i>MARISOL ESCOTO</i>
<i>Thanh Huynh</i>	<i>232810</i>	<i>2500</i>	<i>Thanh Huynh</i>
<i>Daniel Serrano</i>	<i>223974</i>	<i>2500</i>	<i>Daniel Serrano</i>
<i>JOHAN CRISTON</i>	<i>216248</i>	<i>4500</i>	<i>JOHAN CRISTON</i>
<i>Somporn Sunantaprachit</i>		<i>2500</i>	<i>Somporn Sunantaprachit</i>
<i>Christy Oksto</i>	<i>239513</i>	<i>PCU</i>	<i>Christy Oksto</i>
<i>Virginia Tang</i>	<i>242457</i>	<i>2500</i>	<i>Virginia Tang</i>
<i>Istericha Crestonee</i>	<i>212967</i>	<i>2500</i>	<i>Istericha Crestonee</i>
<i>Brennimer</i>	<i>124924</i>	<i>2500</i>	<i>Brennimer</i>

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>Ma. Clarinda</i>	<i>24294</i>	<i>MECW</i>	<i>Ma. Clarinda</i>

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>Alicia Diaz</i>	<i>246105</i>	<i>2500</i>	<i>Alicia Diaz</i>

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>MARISOL ESCOTO</i>		<i>TAP</i>	<i>MARISOL ESCOTO</i>

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>Thanh Huynh</i>	<i>232810</i>	<i>2500</i>	<i>Thanh Huynh</i>

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>Daniel Serrano</i>	<i>223974</i>	<i>2500</i>	<i>Daniel Serrano</i>

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>JOHAN CRISTON</i>	<i>216248</i>	<i>4500</i>	<i>JOHAN CRISTON</i>

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>Somporn Sunantaprachit</i>		<i>2500</i>	<i>Somporn Sunantaprachit</i>

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>Christy Oksto</i>	<i>239513</i>	<i>PCU</i>	<i>Christy Oksto</i>

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>Virginia Tang</i>	<i>242457</i>	<i>2500</i>	<i>Virginia Tang</i>

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>Istericha Crestonee</i>	<i>212967</i>	<i>2500</i>	<i>Istericha Crestonee</i>

NAME	EMPLOYEE #	DEPT	SIGNATURE
<i>Brennimer</i>	<i>124924</i>	<i>2500</i>	<i>Brennimer</i>



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Jessica Ayala 231479 CM Jay  
NAME EMPLOYEE # DEPT SIGNATURE

Hazel Cobias 216762 SDS H. Cobias  
NAME EMPLOYEE # DEPT SIGNATURE

CAROL M. GILLESPIE 234774 SDS C. Gillespie  
NAME EMPLOYEE # DEPT SIGNATURE

Raymond Kinney 217797 PCU RK  
NAME EMPLOYEE # DEPT SIGNATURE

ARUENE MANSILLA 156962 PCU A. Mansilla  
NAME EMPLOYEE # DEPT SIGNATURE

J. Menden 205120 NPG J. Menden  
NAME EMPLOYEE # DEPT SIGNATURE

Wilder Cabatbat 223563 2500 W. Cabatbat  
NAME EMPLOYEE # DEPT SIGNATURE

Sharon Villanueva 218831 4400 S. Villanueva  
NAME EMPLOYEE # DEPT SIGNATURE

Ericka Chavez 207347 4400 E. Chavez  
NAME EMPLOYEE # DEPT SIGNATURE

April Colaura 247834 3100 A. Colaura  
NAME EMPLOYEE # DEPT SIGNATURE

Marilou Cabacang 239497 3100 M. Cabacang  
NAME EMPLOYEE # DEPT SIGNATURE

Ariel Williams 26713 3100 A. Williams  
NAME EMPLOYEE # DEPT SIGNATURE



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Jennifer Montelro	225803	3100	<i>J. Montelro</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>
MARIA GABUTINA	242401	3100	<i>Maria Gabutina</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>
PRINCESS JIMENEZ	247890	31W	<i>Princess Jimenez</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>
Ana Arellano	240042	3100	<i>A. Arellano</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>
Roxane Jorbina-Lobaton	243144	3100	<i>Roxane Jorbina-Lobaton</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>
JOHN ROQUE	244008	3100	<i>John Roque</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>
CHRISTIANE MATEO	216256	3100	<i>Christiane Mateo</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>
Antonia Garcia	247797	3100	<i>Antonia Garcia</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>
Gremiah Tabucon	20789	3100	<i>Gremiah Tabucon</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>
Laura Wilingham	224409	Nrsg 3500	<i>Laura Wilingham</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>
MELISSA GARCIA	232547	3500	<i>Melissa Garcia</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>
Evangelina Rojas	227337	3500	<i>Evangelina Rojas</i>
<small>NAME</small>	<small>EMPLOYEE #</small>	<small>DEPT</small>	<small>SIGNATURE</small>



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Sheryl Mariano 243119 2500 *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
Sheryl Mariano	243119	2500	<i>[Signature]</i>

Amy Woodard 231281 2500 *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
Amy Woodard	231281	2500	<i>[Signature]</i>

Christina Adams 128596 Respiratory Therapist *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
Christina Adams	128596	Respiratory Therapist	<i>[Signature]</i>

Brittney Woods 240898 2500 *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
Brittney Woods	240898	2500	<i>[Signature]</i>

Cartlin Greenwood 242726 2500 *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
Cartlin Greenwood	242726	2500	<i>[Signature]</i>

Nadia Tejeda 243352 2500 *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
Nadia Tejeda	243352	2500	<i>[Signature]</i>

Britany Quinonez 233085 100 *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
Britany Quinonez	233085	100	<i>[Signature]</i>

Kim Jones 151635 *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
Kim Jones	151635	2500	<i>[Signature]</i>

Nailah Hernandez 240600 2500 *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
Nailah Hernandez	240600	2500	<i>[Signature]</i>

Maria Lurie 208679 2500 *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
Maria Lurie	208679	2500	<i>[Signature]</i>

James Galcano 233084 2500 *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
James Galcano	233084	2500	<i>[Signature]</i>

Monica Smith 244157 2500 *[Signature]*

NAME	EMPLOYEE #	DEPT	SIGNATURE
Monica Smith	244157	2500	<i>[Signature]</i>



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Debra A. Carter      188920      L+D      D. Carter  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

Yvonne Ferrel      245019      L&D      Yvonne Ferrel  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

Leshy Hercules      243412      L&D      Leshy Hercules  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

Mercy Ramos      227063      L&D      Mercy Ramos  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

ESTHER AA      212596      L&D      ESTHER AA  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

Vanessa Long      234443      L&D      Vanessa Long  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

Erise Wakefield      199037      Y/D      Erise Wakefield  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

Jillian Galpin      200372      Y/P      Jillian Galpin  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

Lenna      198970      L+D      Lenna  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

Natilee Pinedo      243129      LID      Natilee Pinedo  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

Lisbeth Agramon      241373      Y/D      Lisbeth Agramon  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

JESSICA SSN      289169      L&D      JESSICA SSN  
 NAME      EMPLOYEE #      DEPT      SIGNATURE





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Julie Stark	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE
Paulette	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE
Robert Tejero	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE
Maria Barmante	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE
Araceli Goley	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE
Alyssa Tungul	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE
[Signature]	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE
David Camaristcan	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE
Arturo Verna	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE
Yalitza DeLeon	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE
Cynthia M. Manso	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE
Christina Juarez	RCHS	Accu	[Signature]
NAME	EMPLOYEE #	DEPT	SIGNATURE



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Cyrmia Lynn 239950 Aceu C. Lynn  
NAME EMPLOYEE # DEPT SIGNATURE

Kristina Cruz 234260 PCU [Signature]  
NAME EMPLOYEE # DEPT SIGNATURE

Jessica Ayala 234479 cm [Signature]  
NAME EMPLOYEE # DEPT SIGNATURE

Xingfu Chao 224886 pcu [Signature]  
NAME EMPLOYEE # DEPT SIGNATURE

Saramy Velasco 230188 Code [Signature]  
NAME EMPLOYEE # DEPT SIGNATURE

KAREN LAPATA 215320 PCU [Signature]  
NAME EMPLOYEE # DEPT SIGNATURE

Tonya R Brown e227578 CM/PCU [Signature]  
NAME EMPLOYEE # DEPT SIGNATURE

John Brooks 234259 PCU [Signature]  
NAME EMPLOYEE # DEPT SIGNATURE

Rachel Bush 229200 2500 Rachel Bush  
NAME EMPLOYEE # DEPT SIGNATURE

Lava Marayev 2351773 2500 [Signature]  
NAME EMPLOYEE # DEPT SIGNATURE

Mixed Kwany 151533 2500 [Signature]  
NAME EMPLOYEE # DEPT SIGNATURE

Cindy Allison 226048 FNS [Signature]  
NAME EMPLOYEE # DEPT SIGNATURE



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April Gilbert	208183	Nicu	<i>April Gilbert</i>
Crystal Rade	200359	Nicu	<i>Crystal Rade</i>
Janeen Campbell	235141	Nicu	<i>Janeen Campbell</i>
LOUCENIA OPELINA	222926	Nicu	<i>Loucenia Opelina</i>
Kristi Schmitt	244009	Nicu	<i>Kristi Schmitt</i>
Jill Simpson	149113	Nicu	<i>Jill Simpson</i>
Rose Mary Aquino	230545	OB	<i>R. Aquino</i>
Megan McMillan	238874	OB	<i>Megan McMillan</i>
Ogonna Omyemaka	232510	OB	<i>Omyemaka</i>
Lorin Mandiola	247066	OB	<i>Lorin Mandiola</i>
Rosemarie Hernandez		OB	<i>Rosemarie Hernandez</i>
Carmelina		OB	<i>Carmelina</i>



LOCAL 721  
  
**SEIU**

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Megan McMillan 238874 3200 *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE

Leah Pason 207733 3700 *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE

Rosemarie Hernandez 217854 OB *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE

Lorna Mendile 247066 OB *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE

Joy Avants 247818 OB *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE

Leonor Lemon 198970 LHO *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE

Dina Carter 188970 LAD *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE

Noelme <sup>NICU</sup> ~~NICU~~ 233355 LAD *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE

SELLINE AUDI E207654 LAD *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE

Amanda Jarvis 235076 LAD *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE

Vanessa Long 234663 LAD *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE

Stevanmie VanBuskirk 234580 NICU *[Signature]*  
 NAME EMPLOYEE # DEPT SIGNATURE



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Shari Sagastume	234374	L&D	
NAME	EMPLOYEE #	DEPT	SIGNATURE
UTICIA VELOZ AUSTIA	213766	L&D	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Laura Castilleja	223153	L&D	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Grace [unclear]	229714	L&D	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Carrie Jewell	172311	L&D	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Cathy Tribbey	230176	L&D	
NAME	EMPLOYEE #	DEPT	SIGNATURE
T. Stadden	182297	L&D	
NAME	EMPLOYEE #	DEPT	SIGNATURE
TEBB [unclear]	226047	L&D	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Liliana Gonzalez	228222	L&D	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Leslie [unclear]	207733	OB	
NAME	EMPLOYEE #	DEPT	SIGNATURE
NIDA DIZON	277787	OB	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Myrna Confalon	213902	OB	
NAME	EMPLOYEE #	DEPT	SIGNATURE



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JOHN CASTRO 216238 4500  
 NAME EMPLOYEE # DEPT SIGNATURE

Joy Belle 176412 4500  
 NAME EMPLOYEE # DEPT SIGNATURE

Maria ATD 241098 CM.  
 NAME EMPLOYEE # DEPT SIGNATURE

Angelina Plank 228152 4500  
 NAME EMPLOYEE # DEPT SIGNATURE

Melita Charles-Simhi 208247 4500  
 NAME EMPLOYEE # DEPT SIGNATURE

Viviana 992768 4500  
 NAME EMPLOYEE # DEPT SIGNATURE

L Curry 232635 4500  
 NAME EMPLOYEE # DEPT SIGNATURE

JENNIFER Tice 230391 4500  
 NAME EMPLOYEE # DEPT SIGNATURE

Medhin Bhata 229244 4500  
 NAME EMPLOYEE # DEPT SIGNATURE

Lisa Bergendahl 245683 4500  
 NAME EMPLOYEE # DEPT SIGNATURE

Eva Villanueva 220028 4500  
 NAME EMPLOYEE # DEPT SIGNATURE



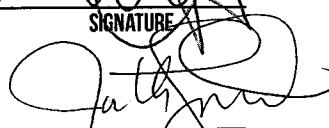

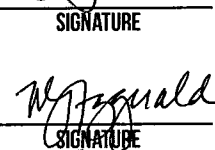
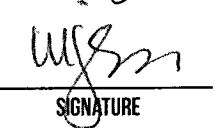

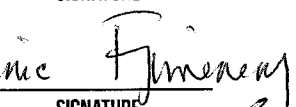
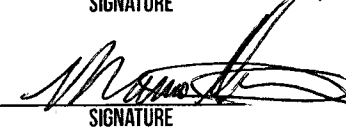


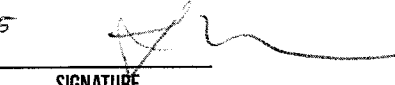
Ornelia Urd 241162 4500  
 NAME EMPLOYEE # DEPT SIGNATURE



# NURSES STICK TOGETHER

# END THE INVESTIGATIONS

THE UNDERSIGNED REJECT THE COUNTY'S EFFORTS TO SUPPRESS AND INTIMIDATE WORKERS. WE DEMAND AN IMMEDIATE END TO THE BASELESS INVESTIGATIONS OF RIVERSIDE COUNTY NURSES.

Michael Maguire	e226519	IM-clinic	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Viola Gutierrez	24230	IM-clinic	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Janeth Segoviano	e244614	IM clinic	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Crystal Lopez	241703	IM Clinic	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Maggie Fitzgerald	247473	IM Clinic	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Mina Saavedra	244447	IM clinic	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Elizabeth Sandoval	233417	IM Clinic	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Frances Simeriz	150887	IM Clinic	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Mario Stowers	E239751	IM clinic	
NAME	EMPLOYEE #	DEPT	SIGNATURE
MARIA Prellano	e247793	IM clinic	
NAME	EMPLOYEE #	DEPT	SIGNATURE
Yonique Tankay	e246089	IM clinic	
NAME	EMPLOYEE #	DEPT	SIGNATURE
LETICIA B. TRONCOSO	LANGUAS	LANGUAS	
NAME	EMPLOYEE #	DEPT	SIGNATURE



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*Kavler Williams* *E186956* *IC Williams*  
NAME EMPLOYEE # DEPT SIGNATURE

*Nichole Wade* *ultrasound* *A. Wade*  
NAME EMPLOYEE # DEPT SIGNATURE

*Gerald Liano* *E153314* *Radiology* *Ad L*  
NAME EMPLOYEE # DEPT SIGNATURE

*Sylvia Fesano* *234949* *OR* *Sylvia*  
NAME EMPLOYEE # DEPT SIGNATURE

*Brent Hodges*  
NAME EMPLOYEE # DEPT SIGNATURE

*E Clark*  
NAME EMPLOYEE # DEPT SIGNATURE

*Perla Rodriguez*  
NAME EMPLOYEE # DEPT SIGNATURE

*Joyce Cobb* *SOS* *Joyce*  
NAME EMPLOYEE # DEPT SIGNATURE

*Virginia Hernandez* *Medicine* *V. Hernandez*  
NAME EMPLOYEE # DEPT SIGNATURE

*John McEvoy* *zip 92563*  
NAME EMPLOYEE # DEPT SIGNATURE

*Chrysantha Kirby* *B.T.*  
NAME EMPLOYEE # DEPT SIGNATURE

*Geraldine Owens* *220013* *OR* *Geraldine Owens*  
NAME EMPLOYEE # DEPT SIGNATURE





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40 MELISSA GARCIA	232547	3500	M Garcia
NAME	EMPLOYEE #	DEPT	SIGNATURE
Elaine Wilson	229621	3500	Elaine Wilson
NAME	EMPLOYEE #	DEPT	SIGNATURE
Evangelina Rogun	227337	3500	E Rogun
NAME	EMPLOYEE #	DEPT	SIGNATURE
Marian Bergen	240680	3500	M Bergen
NAME	EMPLOYEE #	DEPT	SIGNATURE
SHANNA HARTY	233328	3500	S Hart
NAME	EMPLOYEE #	DEPT	SIGNATURE
A. Williams	224409	3500	A Williams
NAME	EMPLOYEE #	DEPT	SIGNATURE
B. Serna	231693	3500	B Serna
NAME	EMPLOYEE #	DEPT	SIGNATURE
Caroline Rest	227994	3500	C Rest
NAME	EMPLOYEE #	DEPT	SIGNATURE
Jra Chise Mang	232470	3500	J Mang
NAME	EMPLOYEE #	DEPT	SIGNATURE
Danille Goodkin	233327	3500	D Goodkin
NAME	EMPLOYEE #	DEPT	SIGNATURE
Amandeep Lopez	247376	3500	A Lopez
NAME	EMPLOYEE #	DEPT	SIGNATURE
Penninah Kargwa	246568	3500	P Kargwa
NAME	EMPLOYEE #	DEPT	SIGNATURE



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AND INTIMIDATE WORKERS. WE DEMAND AN IMMEDIATE END TO THE  
BASELESS INVESTIGATIONS OF RIVERSIDE COUNTY NURSES.

*Heather Rousseau* *Emergency Sx Clinic JMC*  
NAME EMPLOYEE # DEPT SIGNATURE

*Irene Abney* *E101818* *Pathology Dept.* *I Abney*  
NAME EMPLOYEE # DEPT SIGNATURE

NAME EMPLOYEE # DEPT SIGNATURE

NAME EMPLOYEE # DEPT SIGNATURE

NAME EMPLOYEE # DEPT SIGNATURE

NAME EMPLOYEE # DEPT SIGNATURE

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M. Flores 2500 Whelan  
 NAME EMPLOYEE # DEPT SIGNATURE

S. Barrios 2500 [Signature]  
 NAME EMPLOYEE # DEPT SIGNATURE

Adriana Sanchez 2500 [Signature]  
 NAME EMPLOYEE # DEPT SIGNATURE

Agnes Borquie 2500 [Signature]  
 NAME EMPLOYEE # DEPT SIGNATURE

Jany Jayz 2500 [Signature]  
 NAME EMPLOYEE # DEPT SIGNATURE

Jel Garri 2500 [Signature]  
 NAME EMPLOYEE # DEPT SIGNATURE

Hongyong 2500 [Signature]  
 NAME EMPLOYEE # DEPT SIGNATURE

[Signature] 2500 [Signature]  
 NAME EMPLOYEE # DEPT SIGNATURE

F. Stonehill 232828 2500 [Signature]  
 NAME EMPLOYEE # DEPT SIGNATURE

C. Garban 2500 [Signature]  
 NAME EMPLOYEE # DEPT SIGNATURE

NAME EMPLOYEE # DEPT SIGNATURE

NAME EMPLOYEE # DEPT SIGNATURE



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Irene Abueg      101818      Pathology      Irene Abueg  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

Carmen Carreras      224858      Pathology      Carmen Carreras  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

\_\_\_\_\_  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

\_\_\_\_\_  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

\_\_\_\_\_  
 NAME      EMPLOYEE #      DEPT      SIGNATURE

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 NAME      EMPLOYEE #      DEPT      SIGNATURE

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 NAME      EMPLOYEE #      DEPT      SIGNATURE

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 NAME      EMPLOYEE #      DEPT      SIGNATURE

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 NAME      EMPLOYEE #      DEPT      SIGNATURE

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 NAME      EMPLOYEE #      DEPT      SIGNATURE

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 NAME      EMPLOYEE #      DEPT      SIGNATURE

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 NAME      EMPLOYEE #      DEPT      SIGNATURE

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 NAME      EMPLOYEE #      DEPT      SIGNATURE

