

## SDCCEA Members To Vote On New Three-year Contract

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MEMORANDUM OF AGREEMENT  
BETWEEN THE  
SAN DIEGO SUPERIOR COURT  
AND THE  
SAN DIEGO COUNTY COURT  
EMPLOYEES ASSOCIATION  
COURT SERVICES (CU) UNIT  
SUPERVISING COURT SERVICES (SU) UNIT  
PROBATE SERVICES (PS) UNIT

October 1, 2010 – September 30, 2013



*“The tentative agreement will set your wages and benefits for the next 3 years so the Court can’t come back next year or the year after and make cuts which it would want to do if the economy worsens.....which it might do. Your Board recommends you ratify the tentative.”*

Richard H. Castle, Jr.  
SDCCEA Attorney

*“... in the context of today’s economy and the position of the court’s management, I can confidently say that it is the best contract that could reasonably be achieved.”*

Warren Smith  
President, SDCCEA

## Anti-Union Action in Wisconsin Impacts Public Employee Contracts

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# SDCCEA Members To Vote On New Three-year Contract

It took almost a year of intense bargaining for SDCCEA negotiators to come away with a proposed agreement that they feel can be presented to the membership with a qualified recommendation for ratification. Ballots are being mailed to all members to vote on what our Board of Directors and Negotiating Team feels is the best that can be achieved in this extremely challenging economic environment. The three-year agreement contains two \$1,000 bonus payments, a 15 percent increase in flex-credits for medical benefits, as well as a cap on the number of furlough days that can be imposed during the next two fiscal years.

In the approximately 20 bargaining sessions that began last May, the most frequently debated issue was the court's unfettered ability to furlough employees. Our association insisted that it was impossible for members to plan and budget with an indeterminate number of furlough days hanging over them and that a defined limit must be put on the amount of furlough days that could be imposed. Our negotiating team pointed out that members are already struggling to keep up

with the increasing workload despite staff shortages and furlough days, challenges of a new computer system, and extra demands on their time. After months of arduous negotiations and many mediation sessions with two separate mediators our negotiating team concluded that our issues had been substantially addressed and that the threat of unilateral implementation of the court's draconian last, best, and final offer was too great a risk.

After many hours of discussion the Board of Directors agreed that in these very difficult times and economic conditions, it is the best that could be achieved in the current economic and management environment.

Particularly limiting was the early willingness of other labor groups to roll-over to the court's demands, further limiting our ability to combat some of their more egregious proposals.

This new three-year agreement, effective from October 1, 2010 to September 30, 2013, also includes changes to retirement benefits for new hires and a nine-step pay structure. It limits the amount of furlough days to a maximum of 24 days for each fiscal

year (July 1, 2011 to June 30, 2012 and July 1, 2012 to June 30, 2013). Indicative of their bargaining tone, the court was unwilling to extend these caps through the conclusion of the contract term. Accordingly the final three months of this contract reverts to the unfettered right to furlough. However it is our anticipation and expectation that the court as an organization could not sustain more than two furlough days per month. Your ratification materials will have included further details of the tentative agreement.

The negotiating team was led by Labor Relations Manager Wayne Palica and included President Warren Smith; Vice President Crystal Woods; 2nd Vice President Gwen Jones Bethel; Secretary Jennifer Louis; Treasurer Leonard Lugo; Directors Scott Seyler and Joan Kreca; former Director Elaine Sablan, Probate Services representative Richard Costantinou and General Counsel Richard Castle.

Even though your Board and Negotiating Team are not fully satisfied with this agreement, a "Yes" vote is recommended.

# TENTATIVE AGREEMENT

Our board of directors and negotiating team are pleased to report that after nearly a year of intense negotiations that a tentative agreement has been reached with court management. Particularly challenging in this process was an adversarial court management team that demonstrated a seemingly limited understanding of the “good faith” bargaining process. Although not completely to our liking, this tentative agreement represents the culmination of hundreds of hours of negotiations and mediation and is, in our estimation, the best that could be achieved in this challenging economic environment.

Highlights of the agreement include “caps” on the number of furlough days that can be imposed over the majority of the contract’s term, as well as two \$1000 stipends payable to each member in fiscal years 2011-2012 and 2012-2013 (total of \$2000). A summary of the terms appears below.

**Term:** October 1, 2010 through September 30, 2013

**Pay:** A \$1,000.00 one-time, taxable, lump sum payment paid during pay period 2 of fiscal year 2011-2012 and a \$1,000.00 one-time, taxable, lump sum payment paid during pay period 2 of fiscal year 2012-2013.

**Flexible Benefit Dollars:** Effective January 1, 2012 flexible benefit dollars will be increased by 15%

**Holiday:** Cesar Chavez Day will become a floating holiday.

**Retirement:** No change for employees hired before 10/2/2010 For employees hired on or after 10/1/2010 with up to 5 years of service the court will not pay any of the employee’s share of their retirement contribution. For employees hired on or after 10/1/2010 with 5 or more years of service the court will pay a maximum of 6% of the employee’s share of their retirement contribution.

**Flex Staffing:** Effective July 1, 2012 the language assuring the right of the Labor/Management Committee to develop more objective promotional criteria from COC II to COC III will be stricken. It is our understanding that the court will seek to implement a promotional process in lieu of the flex-staffing criteria on or after July 1, 2012 with promotional requirements to be determined.

**Nine Step Pay Structure:** Effective July 1, 2011 the current 5-step pay structure will change to a 9-step pay structure. The top step will remain unchanged, but additional steps will be added at the bottom of each classification. Employees will only be affected when promoting to a different classification. Promotions will continue to require a minimum 5% pay increase.

**Mandatory Furloughs:** The court may impose a maximum of 24 furlough days during fiscal years 2011-2012 and 2012-2013 for a maximum total of 48 furlough days. During the final 3 months of this agreement (July 1, 2013 to September 30, 2013), the court’s right to implement furloughs will be unrestricted.

Additional information will be included in the ratification package you will receive by mail and one or more informational meetings will be scheduled. Check our website, [www.SDCCEA.org](http://www.SDCCEA.org) for updates.

# FINALLY... AN AGREEMENT

By Warren Smith

It's been a long time, but we've reached a tentative agreement that we will be presenting to you soon. With every contract there are pluses and minuses, and this one is no exception. However in the context of today's economy and the position of the court's management, I can confidently say that it is the best contract that could reasonably be achieved. It is because of this, and because of the alternative, that it will be coming to you with our qualified endorsement. In these times, it is important that we have a contract in place,

Although this round of negotiations has concluded, nothing is ever truly over. With the close of these negotiations, we begin preparation for the next. These preparations will include becoming more politically active and aware, exerting a greater presence in Sacramento, and working to achieve a more collaborative management. Our most recent experience has clearly revealed how our relationship with court administration has deteriorated. These recent negotiations would likely have concluded much earlier had we enjoyed the type of relationship we had appreciated with past management teams.



Through both direct and indirect efforts, it is our hope that our bench will come to agree with us that their own interests and the interests of justice are best served through priorities that place the interests of the people and customers of the San Diego Superior Court first. No longer can they allow these interests to be subordinated to the personal interests of the court's administrators, whose priority should be San Diego, not Sacramento. The bench needs to know that their direct involvement is needed and that they will be held accountable not just for the actions they take, but for the actions they allow others

to take in their name. This will require an ongoing outreach, but we are confident that in so doing we will be able to rebuild the relationship of trust and respect that has existed in the past.

Challenging as well will be filling the shoes (or in this case, boots) of Wayne Palica. He has worked unceasingly to represent our membership and to steer our association through many troubled waters. Our board is committed to ensuring strong representation that meets the high standards that Wayne has set. We understand his desire to move on to pursue other opportunities, and we are grateful for the time and energy he has invested in our organization. Wayne has graciously agreed to stay on until we have a replacement in place to assure a smooth transition and no interruption in the service to our membership.

I know you have questions, and I hope you will take the time to ask them. Every director of your board is available to answer any questions and listen to your suggestions. Please feel free to contact us.

# SDCCEA Tentative Agreement And You As a Member

by *Richard H. Castle, Jr. SDCCEA Attorney*



Your Association Board will be scheduling a meeting for you to understand why the tentative agreement is so important for you to ratify.

Meetings after work are always difficult to attend. **This is a meeting you need to attend.** If you have transportation issues, car-pool with some coworkers. Make personal arrangements now to get to the meeting. If you can't attend, have some of your friends, who do attend, tell you about it.

Everything points to at least several more years of very difficult financial times. The State is in shambles with a budget deficit that will reduce but carry over for at least some years. State workers will face more layoffs and wage cuts. More locally, we can all see the financial turmoil. As an example, the City of LA workers are facing 42 furlough days over the next year unless they take huge pay cuts and pay more of their pension costs.

As you know, the State dictates the Courts budget. We need to be mindful of where everything

will be in the coming years.

The tentative agreement was reached after more than one year of bitter and difficult negotiations. Your Board is not thrilled about the tentative. However, just as with everywhere else, it is far less of a poison pill than not having an agreement or merely a one year agreement.

Even with the potential of furloughs, the Court, under the tentative, **cannot** cut your pay and benefits for the 3 year term of the agreement. Stipends aren't like raises but do give some relief. The 15% increase in the Courts medical contribution will also help. The Court is not reducing its "pick up" share of your pension costs – unlike County workers who will be paying more.

**The tentative agreement will set your wages and benefits for the next 3 years so the Court can't come back next year or the year after and make cuts which it would want to do if the economy worsens... which it might do. Your Board recommends you ratify the tentative.**

You do need to know, the Courts handling of some issues in these negotiations has caused your Board to consider funding the SDCCEA political action fund. The Board can't go to an elected council member or supervisor to complain about negotiations, but can become involved with local and state elections to develop support. Understand, none of your dues money can or would be used for political campaigns without your individual authorization.

## *Dedicated SDCCEA Members*



Christina Arkwright, Patti Rebello,  
Shanno Beam, Emanuel Ellis –  
Criminal – El Cajon



Ray Ward, Chona Delacruz, Zonna Lucas  
and Riven Halabo – Traffic – El Cajon

**Remember to visit the  
SDCCEA website for  
important member  
resources.**

**[www.SDCCEA.org](http://www.SDCCEA.org)**

# A FINAL MESSAGE

By Wayne Palica

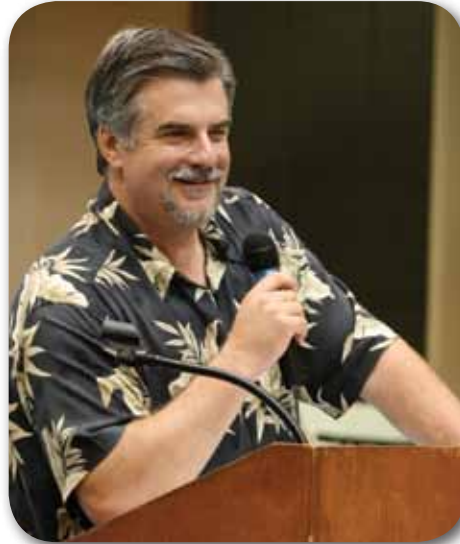
After four hectic, satisfying, frustrating yet productive years at SDCCEA, I have decided to move on. I have been involved with labor relations for over a quarter century and feel it is time to change career paths. I will always look back on my time working with unions as fruitful and enjoyable.

My adjectives are contradictory – frustrating and satisfying – but they reflect the good times and the difficult times.

The good memories are of the satisfaction I have had dealing with SDCCEA members, listening to their problems and concerns, and assisting them. I'm proud to have saved jobs, improved working conditions, resolved problems, and helped this employee association grow and mature.

It was also satisfying to interact with the Board of Directors, a body of concerned individuals who intelligently consider every action and always keep the welfare of the members in the front of their minds. They give up a lot of free time – evening meetings, weekend phone calls – to help their fellow members because they are caring and thoughtful.

Unfortunately, the national trend of public outcry, legislative ineptitude and cir-



cumstances beyond the control of employee organizations makes the future of public sector employment very uncertain. In Wisconsin they are blaming the financial crisis on teachers, in Ohio on police pensions, in California pay and benefits, and in Arizona on public employees in general. In all cases they are using the current economic crunch to destroy the union movement – the very organizations that created and preserved the middle class.

If I left you with one message, it would be to pay attention. The recently elected Governor of Wisconsin has pushed a bill through the state legislature that all but destroys union members' right to collective bargaining. The bill would also severely cut their pensions

and benefits although they already had a negotiated and signed contract.

This was the 'shot heard round the world' for all unions. This attack was the first barrage aimed at all working men and women who enjoy the protection of a union contract. Since then more than 700 anti-union bills have been introduced throughout the nation, and it is only a matter of time before California is affected also.

Please don't ignore this and think it can't happen here. It is important to be vigilant and support your union as well as other public and private sector unions in our area. This coming battle will be a tough one, and only by sticking together will we preserve our way of life.

**Remember to  
visit the  
SDCCEA  
website for  
important  
member  
resources.**

**[www.SDCCEA.org](http://www.SDCCEA.org)**

# Anti-Union Action in Wisconsin Impacts Public Employee Contracts

While recovering from the recent recession, our country has entered a period of finger pointing and threats to long-established practices like collective bargaining and labor agreements. The need to place blame for our current economic situation has grown to include attacks on hard-working men and women in the public sector.

States like Wisconsin and Ohio have taken drastic legislative steps to bust unions, and other states are looking to do the same. A Wisconsin bill makes it impossible for state workers to operate as a union. It strips the public sector employees of their half-century-old right to bargain collectively. If the law stands, it would severely cut their pensions and benefits, although they already had a negotiated and signed contract.

It also would make union dues voluntary and prohibit their collection via paycheck deduction. It would require the unions to face a certification vote every year — and to be recertified, a union would have to win the majority of all employees, not just a majority of those voting. Imagine having to hold an election every year to be certified as a union! Our bargaining power would be lost.

This attack was only the first barrage aimed at working men and women who enjoy the protection of a union contract.

Since then more than 700 anti-union bills have been introduced throughout the nation at every level of government. Make no mistake about it, the union movement — both public and private sector — is under attack.

Fortunately, union members around the country are coming together to fight against the politicians who want to bust us. In what will likely be viewed as an historic event, almost 10,000 union members and families marched in downtown Los Angeles in March in a powerful display of strength and solidarity.

The rally began in front of the Staples Center, where laborers, electrical workers, firefighters, teachers and other union members gathered. The crowd stopped to protest businesses along the route that currently support anti-worker agendas before ending the march in Pershing Square. There, labor and community leaders spoke in support of hard-working Americans before musicians entertained the enthusiastic crowd.

This event, which was one of many rallies around the country on what was called ‘Solidarity Saturday,’ is just the beginning of our fight. It is up to each of you in associations of public employees to make your voices heard. It will help the cause if you vote for politicians who support hard working union

members. Every ballot counts, and it is in your best interest that we have union-friendly elected representatives in our state and national government.

*The Board of Directors of the San Diego County Court Employees Association Political Action Committee (PAC) approved a resolution to earmark \$0.40 per member per pay period for the PAC. This will not increase your dues. This decision will apply on a prospective basis to next month's member dues. A member who does not want to participate in the PAC should send a written request to the PAC treasurer, Leonard Lugo at 9455 Ridgehaven Court, Suite 110, San Diego, CA 92123. In these circumstances no reduction of monthly dues will occur and all of the member's dues will remain in the Association's General Fund.*



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## Legal Notice

### NOTICE TO San Diego County Court Employees Association FAIR SHARE FEE PAYERS 2011 - 2012

California law permits agreements between SDCCEA and local public agencies that authorize your employer to deduct a fair share fee from the salary or wages of all SDCCEA nonmembers of the bargaining units for which SDCCEA is the exclusive representative. This is also known as “agency shop”. The fair share fee is remitted to SDCCEA and used to support the Association’s work on behalf of all bargaining unit employees with regard to their employment relations with their employer. This Notice to Fair Share Fee Payers is applicable for fair share fees collected and which will be collected by SDCCEA for the period November 1, 2011 through October 31, 2012.

For additional information:

See “contact us” at SDCCEA website  
<https://www.sdccea.org/Contact.aspx>

Or write or call

9455 Ridgehaven Court, Suite 110, San Diego, CA 92123

Phone: 858.565.2232