

# *Don't Stop Believing*

Richard Louis Brown for **Local 1000** President

VOTE April 20-May 21, 2018



"A president leads by example through his actions, and therefore, I legally refused the salary stipend in a notarized statement on September 22, 2017."



September 22, 2017

I, Richard Louis Brown, am volunteering to be the next Local 1000 president. I will, therefore, not accept the salary stipend for statewide union officers if I am elected president in the 2018 Local 1000 Election. This is not a campaign promise but rather a clear and precise legal statement. I am of a sound mind, body and spirit, without any outside influence of any kind. I strongly believe in integrity and transparency for Local 1000 leaders. Furthermore, I will not endorse or support anyone running for one of the four statewide officer positions for Local 1000 unless that person has a notarized statement clearly indicating his or her refusal to accept the salary stipend. Finally, I will restate the fact that I will not accept the salary stipend if elected president in the 2018 Local 1000 Election.

*Richard Louis Brown*  
Richard Louis Brown  
3225 43<sup>rd</sup> Street  
Sacramento CA 95814  
RealAmericansFight.com  
408-207-2339

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of *Sacramento*  
Subscribed and sworn to (or affirmed) before me on this *22* day of *September* 20 *17* by *Richard Louis Brown*  
I proved to me on the basis of satisfactory evidence to be the person whose signature appeared before me.  
Signature *Avisha Chandra*  
NOTARY PUBLIC

AVISHA CHANDRA  
COMM. # 2197503  
NOTARY PUBLIC - CALIFORNIA  
YOLO COUNTY  
COMM. EXPIRES JUNE 14, 2021

# God Bless the USA

## RICHARD LOUIS BROWN For Local 1000 President

My name is Richard Louis Brown and I am volunteering to be your next **Local 1000** president. **Local 1000** needs a sincere and transparent leader whose only priority is to serve our represented employees. I am deeply motivated to fulfill that service to you with loyalty, dedication, integrity and accountability. I promise to faithfully protect, inspire, and help you to obtain social and economic justice.

To me, this is not a job – this is a sacrifice! More than 20 years ago, as her only child, I made a promise to Genevieve Maude Brown on January 6, 1996, at 9:30 pm that I would fight for those in need of justice and respect. I am honoring that promise by running for **Local 1000** president.

**Local 1000** is made up of hard working Americans who deserve to be represented by a president who values their feelings, ideas, and opinions. A president leads by example, therefore, I have legally refused the salary stipend in a notarized statement\* dated September 22, 2017.

Just as I made a promise to my mother, I promise to work with and for you as a partner in strengthening our Union.

\* See my statement in this brochure or at [realamericansfight.com](http://realamericansfight.com).



Richard Louis Brown  
408-207-2339



# When You Believe

## The Plan

### 10 POINT PLAN TO PRIORITIZE MEMBERS AND REDUCE DUES & FEES BY 50%

1. Impose a two-term limit for all volunteer elected positions.
2. Eliminate the stipend for all volunteer elected positions.
3. Obtain substantial compensation that includes geographic pay and COLA for Union contracts.
4. Restructure Union membership into a single class who all have the same voting rights and pay requirements.
5. Promote accountability by publishing all member questions along with the answers on our new Union secured website.
6. Engage a team of professional contract negotiators to effectively advocate a living wage for all represented employees, including permanent intermittent and seasonal employees.
7. Change the perception and trajectory of our Union through transparent member voting, financial statements, and accountability by video recording quarterly General Councils.
8. Change financial spending without cutting jobs.
9. Reorganize SEIU Local 1000 staff and their benefits.
10. Create a new, independent Local 1000 identity.

### LOCAL 1000: WHAT'S MISSING?

- A strike fund adequate enough to support lengthy contract negotiations.
- Protections against contracts or side letter agreements that reduce our money.
- An increase in dues-paying membership since 2008.
- Respect for dissenting Union represented members.
- The right for dues-paying members to vote on financial matters concerning compensation for elected Union officials and membership dues.



# This Is It

## One Membership Class

Monthly Gross Salary	*Dues-paying Member 1.5%	*Fair Share Free Payer 1.4952%	Difference from Dues-paying Member	*NGO 1.08945%	Difference from Dues-paying Member	*ONE MEMBERSHIP CLASS 0.75%
\$2,500	\$37.50	\$37.38	\$0.12	\$27.24	\$10.26	<b>\$18.75</b>
\$3,500	\$52.50	\$52.33	\$0.17	\$38.13	\$14.37	<b>\$26.25</b>
\$4,000	\$60.00	\$59.81	\$0.19	\$43.58	\$16.42	<b>\$30.00</b>
\$4,500	\$67.50	\$67.28	\$0.22	\$49.03	\$18.47	<b>\$33.75</b>
\$5,000	\$75.00	\$74.76	\$0.24	\$54.47	\$20.53	<b>\$37.50</b>
\$5,500	\$82.50	\$82.24	\$0.26	\$59.92	\$22.58	<b>\$41.25</b>
\$6,000	\$90.00	\$89.71	\$0.29	\$65.37	\$24.63	<b>\$45.00</b>

### REDUCE DUES BY 50%

One Membership Class would create dramatic savings for all represented by **Local 1000** while ensuring everyone receives the same benefits and rights regardless of \*class distinction.

### 1 CLASS VS. 3 CLASSES

To achieve true unity, every member should receive the same benefits, have the right to vote, and pay the same fee. We can accomplish this at a significantly lower cost with one membership class.

The three distinct classes within **Local 1000** that pay different dues or fees based on class distinction are:

#### Dues-paying members

Currently, only dues-paying members are allowed to vote for Union leadership, ratify or reject Union contracts, and obtain discounted insurance plans along with entertainment opportunities.

#### Fair share fee payers

The fair share fee requirement along with the NGO fee is based on dues-paying members paying 1.5 percent of their regular job classification salaries stated on their paycheck to the Union, but no more than the maximum amount of \$90. New employees are automatically fair share fee payers until they fill out a membership application to become dues-paying members or elect to become NGOs.

#### Non-germane objectors (NGOs)

NGOs pay fees based solely on activities germane to contract negotiations and job grievances for **Local 1000** – no politics.

Voting is priceless and sacred. My proposal to combine the three classes into one membership class will unite us in our work toward power and respect in the workplace and in contract negotiations for real pay increases.

# Stir It Up

## The One Membership Class Application

We are one family – join us!: **Local 1000** Membership Application

NAME		LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER	
FIRST	LAST	<input type="text"/>	<input type="text"/>
HOME ADDRESS		NAME OF RECRUITER	
STREET		_____	
CITY	STATE	ZIP	
WORK ADDRESS		PHONE NUMBER	
STREET		( )	
CITY	STATE	WORK	
WORK ADDRESS		( )	
STREET		HOME	
CITY	STATE	( )	
CITY		CELL	
STATE		_____	
ZIP		_____	
EMAIL ADDRESS		<input type="checkbox"/> DO KEEP ME INFORMED (via text) <b>LOCAL 1000</b>	
WORK	_____	will never charge you for text message alerts,	
HOME	_____	but carrier message and data rates may apply.	
OTHER	_____		

With my signature below, I hereby apply for official membership in **LOCAL 1000** and hereby agree to abide by the **LOCAL 1000** bylaws and policy file. In becoming a member I become eligible to vote in Union elections and to ratify Union contracts for **LOCAL 1000**; therefore, I authorize the establishment with the appropriate agency the withholding of .75 percent of my monthly gross salary from my pay for dues and benefits. I understand that my membership rights are set forth in the **LOCAL 1000** policy file, which is subject to amendment by the Union, and any applicable memorandum of understanding between **LOCAL 1000** and the State of California, and that a copy of the policy file, all Union financial records and applicable memoranda of understanding are always available online for my review.

All members whether official or unofficial are eligible to vote in **LOCAL 1000** elections and for contract ratifications. This membership application does not increase your automatic deduction of .75 percent but is used only for legal record keeping purposes.

Contributions, gifts or dues paid to **LOCAL 1000** are not tax deductible as charitable contributions. However, they may be deductible as an ordinary and necessary business expense. Please consult your tax advisor.

All member deductions are used for activities germane to collective bargaining for **LOCAL 1000**.

By writing my initials in this box, I instruct **LOCAL 1000** to withhold an additional \$2.00 per month for political activity.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### LOCAL 1000 POLITICAL CONTRIBUTION Help make politics work for us – sign up today

#### LOCAL 1000 POLITICAL ACTION AUTHORIZATION

I authorize my local Union to file this payroll deduction with my employer and for my employer to forward the amount specified to **LOCAL 1000** as my contribution to **LOCAL 1000** Political Action Committee (PAC).

I understand that 1) I am not required to sign this form or make **LOCAL 1000** PAC contributions as a condition of my employment by my employer or membership in the Union; 2) I may refuse to contribute without reprisal; 3) Only Union members and union executive/administrative staff who are US citizens or lawful permanent residents are eligible to contribute to **LOCAL 1000** PAC; 4) uses the money it receives for purposes, involving, but not limited to, addressing political issues of public importance and contributing to and spending money in connection with federal, state and local elections.

Contributions to **LOCAL 1000** PAC are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

Are you registered to vote?  YES

Recruiter name: \_\_\_\_\_

I hereby authorize my employer to deduct:

\$10     \$15     \$20  
 \$30     \$40     \$50

This amount will be deducted every month and forwarded to **LOCAL 1000**, Union of California State Workers, as a contribution to **LOCAL 1000** PAC. By my signature, I state that I have reviewed and agreed with these terms. Please sign to indicate you have read and agree with the terms.

\_\_\_\_\_  
DATE \_\_\_\_\_

SIGNATURE  
RICHARD LOUIS BROWN 7437

AUG 2017

# My Cookie Commitment

Your feelings, ideas, and opinions are valuable to me. I faithfully and sincerely offer my “cookie” commitment:

- C**onsistency of steadfast loyalty and dedication based on respect and trust through active communication.
- O**rganizing our resources in the most efficient and effective way to better serve you in contract negotiations and grievance hearings.
- O**utstanding leadership by listening to and appreciating our valued represented employees.
- K**eep our represented employees as the one and only priority in my public life – a true partnership.
- I**ntegrity by answering only to **Local 1000**, with visible documented answers on **Local 1000's** secured website to greatly improve the morale and spirit within our Union.
- E**xcellence in all I do in setting the standard of professionalism as your leader by being accountable, by recognizing and learning from mistakes, by staying humble and positive, and by not gossiping about others.

I, Richard Louis Brown, certify that this my official contract ratification ballot.

*Richard Louis Brown*



# General Salary Increase (GSI) Table

MONTHLY GROSS SALARY	FY 17-18 GSI 4%	FY 18-19 GSI 4% OPEB 1.2% 2.8% NET SALARY INCREASE	FY 19-20 GSI 3.5% OPEB 2.3% 1.2% NET SALARY INCREASE	FY 17-18 TO FY 19-20 TOTAL GSI 11.5% TOTAL OPEB *3.5% TOTAL 8% NET SALARY INCREASE FOR 4 YEARS	AVERAGE PER YEAR NET SALARY INCREASE
\$2,500	\$2,600	\$2,672.80	\$2,704.87	\$204.87	\$51.22
\$3,500	\$3,640	\$3,741.92	\$3,786.82	\$286.82	\$71.71
\$4,000	\$4,160	\$4,276.48	\$4,327.80	\$327.80	\$81.95
\$4,500	\$4,680	\$4,811.04	\$4,868.77	\$368.77	\$92.19
\$5,000	\$5,200	\$5,345.60	\$5,409.75	\$409.75	\$102.44
\$5,500	\$5,720	\$5,880.16	\$5,950.72	\$450.72	\$112.68
\$6,000	\$6,240	\$6,414.72	\$6,491.70	\$491.70	\$122.92

\*The new contract covers July 2, 2016, through January 1, 2020, for 3.5 years; therefore, it doesn't expire at the end of a fiscal year for matching FY periods like normal contracts. In addition to this strange contract length, **Local 1000** also agreed to an additional 1.2% OPEB that starts July 1, 2020, so it is counted for a pay loss since there is no guarantee **Local 1000** will negotiate a pay increase before July 1, 2020. It should be noted, the current president dropped the four other furlough lawsuits which saved the State millions of dollars.

1. A full day's pay equates to 4.62%.
2. The \$2,500 signing bonus is not included because it was not awarded to all **Local 1000** state represented employees nor did this signing bonus increase salaries for the long term but was a short term solution for not getting a general salary increase for FY July 1, 2016 through June 30, 2017.
3. GSI means general salary increase – some classifications received additional general salary increases but this does not promote unity.
4. OPEB means other post-employment benefit – retiree healthcare, life insurance, and deferred compensation.
5. **Local 1000** agreed to help pre-fund retiree healthcare (OPEB) even though it is guaranteed by California Government Code §2287(a)(b).
6. This table does not include the substantial rising costs of healthcare benefits as of January 1, 2017, and beyond or inflation, which has averaged 1.8% since 2008.
7. Since there wasn't any counter offer, I voted against this one-sided contract.



# Local 1000's Ability to Strike

**Local 1000** has the protected right to strike once an impasse is reached in contract negotiations between the Union and the State, per the Ralph C. Dills Act (Government Code §3517.8). Law firms Slote, Links & Boreman, LLP and Beeson, Tayer & Bodine have also stated that public sector unions in California have the right to go on strike.

## VOTING TO STRIKE IN 2009

In August 2009, our Union membership actually voted in favor of a strike authorization. Our current president unilaterally decided that a strike would not be effective during the furlough fiasco, a period when most of our state-represented employees were subjected to three furlough days per month from July 2009 to July 2010. This was after already enduring two days per month furlough beginning in February 2009.

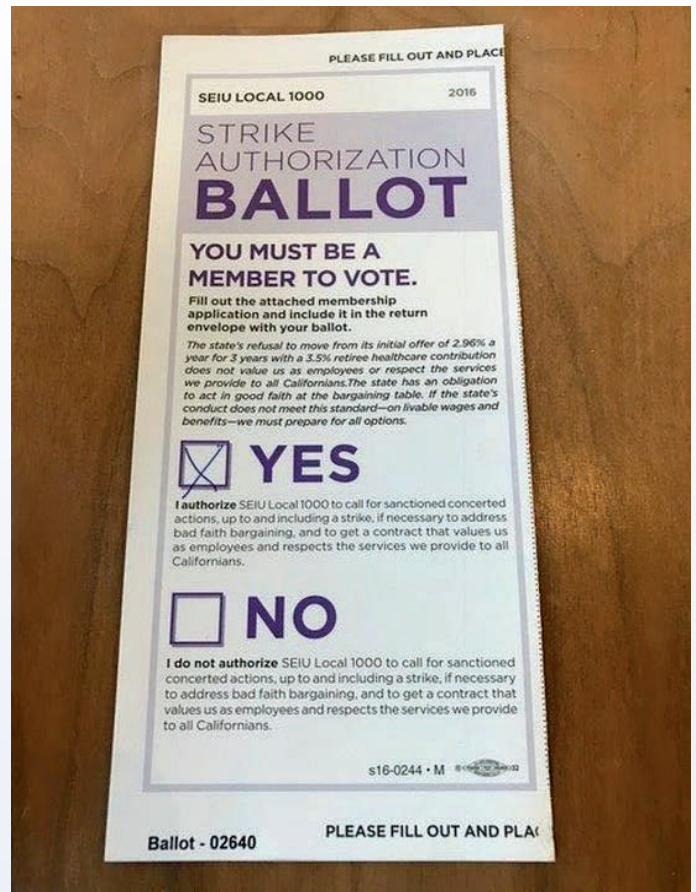
## VOTING TO STRIKE...AGAIN, IN 2016

**Local 1000** for a second time took a strike vote in November 2016. As a result, a one-day strike was called for December 5, 2016, but was canceled when the State contacted our Union for renewed contract discussions in the afternoon on December 2, 2016. In the early morning hours of December 3, 2016, our leadership reached a tentative agreement with the State.

## THE RIGHT TO STRIKE

The fact is simple: public sector unions can go on strike in California. However, despite authorizing and scheduling a strike, **Local 1000** has never followed through by actually going on strike for a serious length of time. **Local 1000** Union leadership lost the opportunity to demonstrate the power of the Union.

As your Union president, I will change that.



I, Richard Louis Brown, certify that this my official strike authorization ballot.

*Richard Louis Brown*



# Money & The Furlough Fiasco

**“Our current leader, first elected in 2008 and still serving through three consecutive elections absent of term limits, has not appropriately allocated finances or authority. This has negatively affected the lives and livelihoods of our represented employees due to loss of both money and influence critical to the healthy assembly of our Union.”**

New leadership is imperative to the quality of life of **Local 1000** constituents. One reason I am volunteering to be your next **Local 1000** leader relates to our pay increases in our new contract.

Our current leader, first elected in 2008 and still serving through three consecutive elections absent of term limits, has not appropriately allocated finances or authority. This has negatively affected the lives and livelihoods of our represented employees due to loss of both money and influence critical to the healthy assembly of our Union.

## **FURLOUGH FIASCO**

The loss of **Local 1000** resources and authority was initiated with the State budget in 2008. As part of the FY 2008-09 budget, Governor Arnold Schwarzenegger implemented a crisis-evading budget that included spending reductions and a yearlong furlough program implemented in February 2009.

The furlough fiasco started with two days each month beginning in February, with a third day added in July, creating a considerable loss of pay for certain Union-represented state employees. This is equivalent to a loss of 4.62% of pay per day for each furlough day.

Although this furlough fiasco was far-reaching and detrimental to many Union members, it was selectively applied. Some members of our Union were not affected by the furlough, including our current president.

## **AFTERMATH & SQUANDERED STRIKE POWER**

According to §3517.8 of the Ralph C. Dills Act, we are permitted to strike, and this dire furlough situation called for an immediate strike to show our unity and power. In fact, after the furlough ended, Governor

Schwarzenegger admitted that it did little to help fix the State deficit.

Because our current president refused to fight for us through a strike action or through developing a real strategic alliance with key leaders and organizations, over 30,000 State employees represented by **Local 1000** suffered home foreclosures, car repossessions, and divorces created by the furlough fiasco. Many of our dues-paying members lost hope and stopped engaging in Union matters, while others simply became non-germane objectors. This has severely impacted the image, perception, and morale of our Union.

Although 700 members working at five State agencies (California Lottery, First 5 California, Prison Industry Authority, California Earthquake Authority, and California Housing Finance Agency) were paid their compensation lost through the furlough seizure, the rest of the 95,000 employees never recovered the financial losses suffered from this furlough fiasco.

**Please see the following concerning the furlough loss of wages.**

**5 of 12 months beginning February '09 =  
.42 x .0924 (4.62% x 2 furlough days) = 3.9%**

**12 of 12 months July '09 through June '10 =  
1 x .1386 (4.62% x 3 furlough days) = 13.86%**

**3.9% + 13.86% = 17.76% PAY LOSS for  
FYs 2008-09 and 2009-10**

## **A NEW (BAD) AGREEMENT**

On November 8, 2010, **Local 1000** signed a new agreement effective July 1, 2010, through July 1, 2013. This contract retracted one day's pay each month for an entire year (2010 PLP). This was a 4.62% pay cut for a year for the one day per month cost

saving personal leave program. A July 1, 2013 3% pay increase was applied only for employees at the top step. The rest of **Local 1000** represented employees were excluded from this increase.

In 2012, Governor Brown still wanted us to give up one day's pay (2012 PLP) even though we were under a signed contract that had already given up one day's pay per month for a year (2010 PLP). At the encouragement of our Union leadership and because Governor Brown threatened to resort to a four-day work week composed of 9.5 hours per day, 65.76% of our dues-paying membership who voted approved of the June 2012 side-letter agreement, which reduced our pay by 4.62% per one day per month for a year. (The total number of voters was not disclosed.)

### THE NEW CONTRACT: IS IT GOOD?

The FYs 2013-16 contract provided an overall 4.5% pay increase over the three years of the contract, no increase for FY 2013-14, a 2% increase in FY 2014-15, and 2.5% in FY 2015-16. The increase for FY 2014-15 was dependent upon State revenues for that year, with the condition that if there were insufficient revenue, the entire 4.5% general salary increase would go into effect in FY 2015-16.

When our most recent contract negotiations came to an unsatisfactory standstill, a strike was called for December 5, 2016, but **Local 1000** informed everyone that strike benefits would not be paid. In the end, this strike action was called off after the Union reached an agreement with the State on December 3, 2016. The agreement was later signed by the Governor and ratified by both our dues-paying membership and the State Legislature.

### STALLED TALKS & SELF-SERVING LEADERSHIP

While the contract talks were broken down, the four statewide officers along with the majority of the DLC Presidents and BUNC Chairs voted on June 26, 2016, to give the four officers a salary stipend. Read about the \$143,000 Salary Stipend on my website for exact details about how our current president, while being the chief negotiator for our stalled contract talks, put her own needs ahead of Union members by voting to give herself a salary stipend.

### HEALTHCARE & FAILURE

The new contract for July 2, 2016 through January 1, 2020 does give pay increases but we will now help pre-fund the other post-employment retirement

benefits (OPEB) even though these have already been guaranteed.

This contract binds us to contribute 1.2% towards our retirement healthcare starting July 1, 2018 and eventually increasing to 3.5% total by 2020. This contract has a net total pay increase of only 8% after the healthcare contribution is factored in. (Pay increases of 4% + 4% + 3.5% = 11.5%, minus 3.5% for healthcare equals an 8% net increase.) There was no pay increase for FY 2016-17.

California Government Code §2287(a)(b) states that medical costs in retirement are guaranteed to be paid by the State unless the State and a Union agree to negotiate this matter. If this were not the case, Governor Brown would have simply imposed this 3.5% for all State employees across the board.

Simply put: this new retirement healthcare contribution is the result of our Union leadership's failure to be steadfast in fighting for us.

### NO NET PAY INCREASE SINCE 2008

The numbers indicate that we have not had an overall net pay increase since 2008. This impacts the Union, as well as members and their communities. The furlough fiasco gutted our power and produced a 17.76% loss along with the combined 9.24% pay loss for 2010 PLP and 2012 PLP. **Local 1000** members have suffered a 27% total pay loss since 2008.

If we total the last two contracts (4.5% + 8%) combined pay increase of 12.5% and subtract that from 27%, we arrive at an overall net pay loss of 14.5%.

The rising costs of healthcare from 2008 were not included in the overall 14.5% net pay loss for our unionized employees.

New leadership can steer **Local 1000** to increase financial compensation and recapture our collective power and respect.

**“During contract talks, our current president... put her own needs ahead of Union members by voting to give herself a salary stipend.”**

# The Pension Problem

**“Simply put: the new retirement healthcare contribution is the result of our Union leadership’s failure to be steadfast in fighting for us.”**

Many people believe that public sector unions and their pensions are too expensive and should not be guaranteed through a defined benefit plan but should instead be a defined contribution plan such as a 401(k). I strongly disagree, and I also disagree with pre-funding our retiree healthcare costs. The reality is we, as State employees, have sacrificed enough over the years through furloughs and PLPs while under signed contracts. **We did not make the bad investments that have wreaked havoc on CalPERS.**

The costs of pensions across America have skyrocketed over the years with pension unfunded liability rising in dramatic fashion. However, **Local 1000** represented employees have been guaranteed healthcare upon retirement by California Government Code §2287(a)(b), which states that medical costs in retirement are guaranteed to be paid by the State unless the State and a union agree to negotiate this matter.

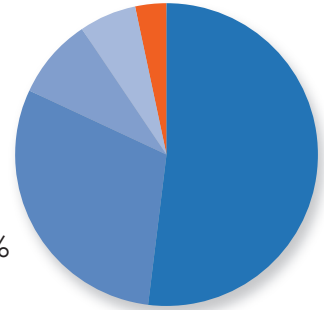
Simply put: the new retirement healthcare contribution is the result of our Union leadership’s failure to be steadfast in fighting for us.

Another failure: The 2010 contract that resulted in employees giving up one day’s pay per month for a year (2010 PLP) and then, at the urging of **Local 1000** leadership, giving another one day’s pay per month for a year (2012 PLP) while still under a signed 3-year contract from 2010.

Most State workers continued to contribute 5 percent of their pay to CalPERS, and others as much as 8 or 9 percent. Remember that in our 2010 contract, we agreed to increase our pension contributions to 8% (up from 5% previously) during the furlough fiasco before Governor Brown assumed office after being elected in November 2010.

## Total State Spending for Fiscal Year 2016-17

- Pension Costs 3.2%
- Corrections 6.2%
- Higher Education 8.5%
- Public Education 30%
- Balance of Budget 52.1%



**Local 1000** represented employees have been led to believe that pensions are too costly and that we are responsible for this high cost. This is simply not true. We continued to pay our share while the State went on a contribution “holiday” for two years. The State failed to plan for the years of lean investment returns and is ultimately responsible for any pension funding deficiency.

**PAID FOR BY RICHARD LOUIS BROWN FOR LOCAL 1000 PRESIDENT 2018**



For more historical details on *The Pension Problem* visit [realamericansfight.com/thepensionproblem](http://realamericansfight.com/thepensionproblem).

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