

## Vote for your TA (Tentative Agreement) Contract

- Ballots will be mailed to MEMBERS December 12.
- Ballots will be due back and counted January 12.
- Fee payers are \*not\* entitled to vote, so if you want some say in this contract, then you can complete a membership form and turn it in with your ballot!
- Go to <http://www.csun.edu/~csuncsea/PDF/mapplication.pdf> fill out online and print the membership form

If you are interested in reading a full copy of the agreement, an electronic copy of the Tentative Agreement can be obtained at:

<http://www.csueu.org/Bargaining/2006TentativeAgreement/tabid/256/Default.aspx>

You can download each of the Articles in the Tentative Agreement individually.

The complete agreement is available in a single (size: about 8.9Mb) download at

<http://www.ronniegrant.com/2006TA.pdf>

## Ratification Count

Ratification count is by bargaining unit and is 4 separate counts. It is possible for all bargaining units to vote the contract up or vote the contract down. It is possible for the contract to be ratified for units 2 and 5 but not 7 and 9, in which case it would be a contract for the members in only units 2 and 5, and the bargaining team members from the other units would have to go back to the table. If this agreement is **not** ratified by the members, then we return to the bargaining team. If no agreement is reached with the new team, then either side could declare an "impasse" and we would go to mediation. If the arbitrator can not help us come to an agreement, then we could go to "impass" which is where the CFA currently stands. All that means is that both sides agree that they cannot agree! That is when PERB steps in and tries to get everyone bargaining again, or they can implement a contract (last and final offer).

## Economic Package

CSUEU has negotiated improvements - some of them major - in virtually every single article of the contract. In the final analysis, your bargaining team felt that realizing many major goals - such as maximizing the General Salary Increase and enabling more employees to move through salary ranges - was worth a gradual increases in parking fees (and those increases will happen only if CFA has an increase in parking fees) and the same language regarding sympathy strikes as has been negotiated for other unions in the CSU.

Prior to reaching the tentative agreement, the bargaining team was faced with a tough choice: agreeing to the elements of the Tentative Agreement below or facing the likely prospect of reaching impasse. It came down to "Deal or No Deal." Under the state's collective bargaining law (Higher Education Employee Relations Act), there are two steps in the impasse procedure - mediation and fact-finding. Once those two steps are exhausted, the CSU could unilaterally impose on CSUEU employees some or all of the last proposals they had on the table prior to the declaration of impasse.

If the Tentative Agreement is rejected by the membership, the parties would return to the bargaining table and start all over again. There is no guarantee that the CSU would make the same proposals they did before, nor is there any guarantee that they would agree to many of the items that they agreed to in the first round of bargaining. Members should take the time to review the entire package carefully and make their own decision about a ratification vote.

The following is a comparison showing the key provisions of the TA, along with the possible outcome of a unilateral implementation following the exhaustion of the impasse procedure.

## Pro and Con of Tentative Agreement

Item	Tentative Agreement			Possible Implementation after Impasse is Exhausted		
	2006	2007	2008	2006	2007	2008
Fiscal Year	2006	2007	2008	2006	2007	2008
Total Compensation Package	4.000%	5.250%	5.750%	3.64%	4.250%	4.750%
General Salary Increases (GSI)	3.000%	3.696%	3.942%	2.42%	2.56%	2.54%
Market Salary Adjustments	0.324%	0.992%	1.210%	0.64%	1.25%	1.75%
(GSI equivalents)						
Service Salary Increases (SSI)	Move SSI Max 5% per year. 2700 newly-eligible employees			No change in SSI Max		
Parking Fee Increases	\$3/mo	\$6/mo	\$9/mo	\$10/mo	\$15/mo	\$16+
Parking Fee Increases	Gradual phase-in of fees over term of agreement. <u>No increases unless increases are implemented for faculty.</u> At the end of three years, students at several campuses would still be paying more than staff. CSUEU agreed to address those campuses in the next contract.			Higher fees would be imposed much quicker, without regard to what happens to faculty. Staff to be paying same rate as students within three years.		
Fee Waiver	Age limit increased to 25			No change to age of 23		
In-range progression	Restore employee-requested IRP			No employee-requested IRPs		

### Example for SSI Max 5%

(note calculations do not account for GSI adjusting the ranges - GSI has no net effect on SSI location in range)

ASC II 12 month employee

Min 2847

SSI Max 3703

Max 4275

(Current SSI Max is midpoint [50th percentile])

SSI max improve by 5% - 1.05 of previous nbr.

July 2006 - (3703 \* 1.05) = 3888

July 2007 - (3888 \* 1.05) = 4083

July 2008 - (4083 \* 1.05) = 4287

(note this last number would be over max)

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## The Answers to Many Questions Concerning the Tentative Agreement.

By Dennis Dillon/Bargaining Team Vice President, Representation & Chapter 312 Chief Steward

This tentative agreement is all about choices. We can continue as we have in the past or we can move in a different direction. In the past we have had re-openers on economics and benefits each year. What that got us was an extra year with no raises, because the legislature passed a rider to the budget that no union without a previously negotiated raise in their contract could negotiate a raise for fiscal 2004-2005. If we do not have prospective bargaining we wind up negotiating for what the CSU has asked the legislature for. They were only willing to ask for the compact. The work on the chapters in writing and faxing caused them to be willing to ask for more, as we negotiated. Is as much as we were telling them to ask for? No, but it is better than what they were going to ask for. Any negotiation for prospective funds has to be based on the legislature funding the request, that is what HEERA, the law we bargain under requires. The CSU can not demand that the legislature provide \$xxxxx (plug in whatever number you want) monies. Or we can wait until the legislature gives the CSU the money they feel like asking for and then squabble over how it is split up as we have been doing. If you are looking for funds you have to address it in prospective negotiations, and then put the same pressure on the legislature to provide the funds as we did the Chancellors Office to request the funds. So you must decide if the old way with 1.2%, 0% , 0%, 2% raises over the last four years was working for you or not. Will a 2.4% for this year and a 2.5% next year and a 2.4% the last year work for you? The CSU is going to ask for the money, it's just where they will put it. If they receive the funds they have requested we have had an opportunity to bargain over those monies this year. Remember that there was a budget shortfall last year too and the Community Colleges got an extra 220 million dollars (maybe they asked for the money.)

The CSU has not proposed an increase in student fees for this coming year; they are proposing that the legislature buy the increase as they did this year. If the legislature does not come up with the buy out money will they increase student fees? I would be willing to lay money on it and I do not gamble.

Maximum of the SSI and the movements when we had steps, the salary spread was 20% from the minimum to the maximum. In four years you would reach the max and stay there for the rest of your career in the CSU. Now the minimum salary spread is 50% and in some classifications over 100% The SSI max is at 60% of the range if the range is 50% and 50% of range if the range is over 50%, so no matter what, if you hit the SSI max you would have been making more money than if we still had steps. The problem is not the SSI max it is that people have not been moving up in the lower salary areas. Over two thirds of our represented employees are below the SSI max today, by the end of this contract fourteen fifteenths will be below the SSI max., or one fiftieth will be above the SSI max. That means the SSI when funded can move all of those employees who are under, closer to the top. This is a positive occurrence for the vast majority of our represented employees. Yes, are a few unhappy, yes. What you do not have correct is that the SSI costs about half of what a GSI costs. So it is a less expensive manner of utilizing the money available to provide the most good for the most people. Each year the CSU has to make up the other half of the money out of their budget. The 2% SSI employees got last year cost us less than a 1% GSI, and the CSU has to make up the other 1% this year out of their operating funds. So you are right you CAN NEVER REACH THE TOP, but you will be making more than if we had steps as soon as you make more than the 20% salary spread.

Sympathy strike is an issue that employees have to understand is a union right not an individual right. An individual decides whether they will cross a picket line or not, a union tells is represented employees you will not cross that line, and if you do we will fine you and we will sanction you. We will do what we can to interfere with your advancement and black ball you. If you look at the only PERB case on this the hearing officer found that there was an ability to have a sympathy strike due to a decision by the 9th Court of Appeals. The full PERB board reviewed the case and decided the hearing officer was wrong due to the intent in the "other concerted activity" language as we have in our contract. So there is no ruling that based on our contract that a sympathy strike would be legal. Personally I don't ever want my union to decide whether I will or will not cross a picket line. Do not make the mistake that the CSU is afraid of a strike by the faculty and the CSUEU. Who would be hurt by such an action? The students? Who

pays the taxes and elects the legislators that decide how much money we get? The students Parents? The faculty are coming up on their two years in negotiations, have they had a strike? The faculty have joint governance, is that working for them?

In 22.zz, 22.4, 22.x22 non-exempt employees are given time off during work hours and may have their hours changed so that training will occur on the hour of work. IN 22.x23 and 22.40 the exempt employees are addressed. The only not reimbursed training is for training requires by law as a part of the employees profession. That language is in keeping with the changes made in the FLSA interpretations.

As for health benefits, our contract has many section that supercede state statute. If this statute could not be superceded then the Civil Service employees would not be paying 80/80 with the new employees paying 80/50 the first year 80/75 the second and then 80/80 the third. The CSU is picking up a 28 million dollar increase in health care costs, we still have the 100/80 formula, and we should recognize what a benefit that is. Do you recall the CalPERS candidate that talked about the relationship between salary increases and the increased cost of health care? That is information that should have been told to our represented employees. That increase is equal to a 1% GSI for all of the employees in the CSU system.

Now, is this everything we had hoped and dreamed it could be? No, it isn't. Is it a good deal? Yes. Would I and the rest of the bargaining team liked to have raises that are double what is in this agreement? Of course. Would we have like to not have to deal with the parking issue? Yes, but the CSU told us at the end of last years bargaining and as we reported to the CSUEU Board of Directors, they will take parking to impasse.

I have my own Pro's and Con's list and I have to say there are very few real cons except that the contract will have to be enforced when managers do not follow the provisions of the contract.