

**COLLECTIVE BARGAINING REPORT**  
**AS OF**  
**DECEMBER 8, 2008**

**DISTRICT AND CSEA NEGOTIATIONS FOR 2007-2008**

The District and CSEA Chapter 707 began negotiations for 2007-2008 in January 2008. From January to April, discussions focused on recording of sessions. Between April and July, proposals were exchanged, and on April 25, the District's offer included 3% COLA. During this same time period, discussions during negotiations focused around CSEA's analysis of the District's budget. At negotiations on July 18, 2008, CSEA stated it would declare impasse.

The District disagreed that the parties were at impasse based on the limited amount of time proposals were actually discussed during negotiations. After CSEA abruptly ended the last negotiation session on July 18, 2008, the District attempted to get CSEA to return to the table to continue negotiations and avert the impasse process. CSEA declined.

On August 5, 2008, the District made an offer of 3.2% COLA with the District continuing to pay for benefits and all other proposals moved to 08-09 bargaining. CSEA rejected the offer.

On August 6, 2008, the District received noticed that PERB had "determined the existence of an impasse." A mediator was assigned and met with CSEA and the District in four sessions: October 3, October 10, October 23, and November 21.

Today, the District received a proposed settlement offer from CSEA for 2007-2008:

1. 3% On-Schedule increase effective 7/1/07. (*The District made this offer on 4/25/08.*)
2. Salary Study to begin July 1, 2009, with facilitation from a representative of the State Mediation Service.
3. All other provisions of the Agreement remain Status Quo.

The District has accepted this tentative proposal and it will be placed on the January 2009 docket for ratification by the Board.

**COLLECTIVE BARGAINING REPORT**  
**AS OF**  
**AUGUST 20, 2008**

**DISTRICT AND CSEA NEGOTIATIONS FOR 2007-2008**

**The District is filing an unfair practice charge and an injunctive relief to question CSEA's impasse and mediation.**

**COLLECTIVE BARGAINING REPORT**  
**AS OF**  
**AUGUST 7, 2008**

**DISTRICT AND CSEA NEGOTIATIONS FOR 2007-2008**

According to CSEA's REQUEST FOR IMPASSE DETERMINATION/APPOINTMENT OF MEDIATOR (Form # PERB-1510), the following are the documented issues which are at impasse:

1. COLA
2. Health Benefits
3. Longevity
4. Shift Differential
5. Retirement Incentive
6. Alternative Work Schedule
7. Reclassification
8. Salary Study

**COLLECTIVE BARGAINING REPORT**  
**AS OF**  
**AUGUST 6, 2008**

**DISTRICT AND CSEA NEGOTIATIONS FOR 2007-2008**

**The District has been informed that PERB has agreed to an impasse request made by CSEA. A mediator will be assigned. The District may be filing an unfair practice charge for bad faith bargaining. According to the District's attorney, it is possible that mediation might not begin until after the unfair practice charge is resolved.**

**COLLECTIVE BARGAINING REPORT**

**AS OF**  
**JUNE 4, 2008**

**DISTRICT AND CSEA NEGOTIATIONS FOR 2007-2008**

After several negotiations sessions since January 2008, where the focus was on coming to an agreement about ground rules, the District and CSEA Chapter 707 were able to establish a recurring meeting schedule for 2007-2008 negotiations. Effective April 25, the two parties are scheduled to meet on a weekly basis.

**Fiscal Issues**

*Article 7.1.1. of the current CSEA contract states: Upon request by either party, California School Employees Association, Chapter #707, and the Grossmont-Cuyamaca Community College District shall meet no later than April 1st of each fiscal year to investigate and discuss any fiscal issues related to the Governor's proposed state budget and how those issues affect the district's fiscal outlook.*

On March 13, 2008, the District sent a memo to CSEA requesting a meeting to discuss 2008-2009 budget projections. At that time, the District and CSEA were scheduled to meet in negotiations on March 25. However, the March 25 meeting was cancelled by CSEA. The next scheduled meeting was April 8, where time was spent finalizing an agreement on bargaining ground rules.

At the next session on April 25, both parties presented initial proposals for 07-08. Within the District's proposal, the following was stated in reference to fiscal issues:

- A. **Fiscal Exigency Language per Article 7.1.1 – Discuss the district financial budget reduction for 07-08 and no COLA from the state for 08-09 year, and the impact on funding for health benefits, step and longevity, and other CSEA programs funded by the district.**

However, the focus of the April 25 session was review of an analysis of the District's budget conducted by CSEA's San Jose office. No agreements were made during the April 25, 2008 session.

**Subsequent sessions since April 25:**

**May 2 – further discussion of the budget; purchase order carryovers and ending balances – proposals were not discussed**

**May 13 – brief discussion of fiscal exigency for 08-09; further discussion of budget and purchase order carryovers; discussion of the budget will continue at the next session – proposals were not discussed**

**May 23 – negotiations cancelled by CSEA**

**May 30 - The District asked CSEA to further discuss fiscal exigency relative to the 08-09 budget. The District also wanted input from CSEA before the Board's tentative budget workshop on June 10. CSEA declined and stated the session was for discussion of 07-08 reopeners. CSEA stated they would be happy to attend a separate meeting to discuss fiscal exigency and offered June 3 as an option. The District's chief negotiator had a calendar conflict and CSEA did not have any other meeting options for the first week of June. June 12 was selected as a meeting date. Subsequently, and on the same day, the District's chief negotiator cleared his calendar and CSEA was advised that the original date of June 3 was now an option. CSEA responded that the date did not work for a majority of its team members and asked to keep the meeting in place on June 12.**

**During the May 30 session, Sue Rearic indicated that the budget data CSEA continues to ask for is in IFAS and can be retrieved and analyzed by CSEA.**

**During the May 30 negotiations, CSEA asked for a counter proposal to their April 25 proposal. The District then asked CSEA for a counter and they stated they were not ready to counter propose.**

**COLLECTIVE BARGAINING REPORT**  
**AS OF**  
**APRIL 8, 2008**

**DISTRICT AND CSEA NEGOTIATIONS FOR 2007-2008**

The CSEA Chapter 707 and District negotiated ground rules for 2007-2008 negotiations. On January 8 and January 9, 2008, CSEA proposed no tape recording of any negotiation sessions. Therefore on January 8, 2008, the district provided five alternative proposals to tape recording that will serve as a source of documentation:

1. Stenographer (shared cost)
2. Shared notes – compare and both sign off
3. Joint communication
4. Minutes
5. Record and if the District abuses by sharing the tape, District agrees to eliminate all 07-08 bargaining tapes

On January 17, 2008, CSEA proposed taping may be used under several conditions. On February 22, 2008, the District countered on the conditions only. On April 8, 2008, CSEA counter proposed again by conceding to option 4 above. The result of that conversation resulted in the following language that will provide official minutes of each negotiation session:

*“Ground Rule – Source of Documentation. During the 2007-2008 bargaining year, each negotiation session, CSEA Chapter 707 and the District agree to a written summary of the session via notes taken by a designated employee using a laptop/LCD. The notes would reflect the agreed to points with corrections made as we go. Copy made at the end for each side and signed by both parties once mutual approval has been reached.”*

It was stated that if minutes are not signed, the impact is that there would be no agreement to what was verbally agreed to at the table.

**COLLECTIVE BARGAINING REPORT**  
**AS OF**  
**MARCH 20, 2008**

**DISTRICT AND CSEA NEGOTIATIONS FOR 2007-2008**

Prior to closed session at the March 18, 2008, Governing Board meeting, CSEA President Jan Recktenwald spoke to the Board. She made the following comments (paraphrasing):

1. CSEA does not wish to be audio taped during negotiations and mentioned that in their Ground Rules.
2. On January 8, 2008, during negotiations she stated that they were being secretly taped.
3. On March 14, 2008, they further discovered that the district's tape was copied.
4. Taping had a "chilling effect" on negotiations.

The District's response:

- Ground Rules are "mandatory bargaining items" according to PERB.
- We provided 5 alternatives to taping and CSEA responded with a "NO." CSEA did not counter propose.
- On February 22, 2008, CSEA provided a counter proposal that stated they agreed to audio taping but with conditions that we could not agree to i.e., tapes could not be used for anything. We countered with: tapes being admissible during any legal forums such as arbitration, unfair labor practices, mediation or civil court cases. Our counter proposal also included several "safety nets" for CSEA in order to make them feel comfortable with tape recordings. CSEA has not counter proposed as of this date. We had four negotiation sessions scheduled for 1/29/08, 2/27/08, 3/11/08 and 3/25/08, which CSEA cancelled.
- CSEA was not "secretly taped." The tape recording will reveal that CSEA knew we were taping as it was past practice since the 04-05 negotiation year. When CSEA asked to not be recorded we turned the tape off.
- Despite CSEA's written proposal on February 22, 2008, informing the district that CSEA agreed to taping under certain conditions, CSEA filed an Unfair Labor Practice on February 1, 2008 – accusing the district of demanding that negotiations be taped. We did make one copy of the tape for Attorney Tim Garfield as part of our response to the Unfair Labor Practice. No other copies were made.
- When Jan Recktenwald and her negotiation team took over in January 2007, her team was to finish the 06-07 negotiations for the previous team. Prior to negotiations, Jan Recktenwald and Val Eskridge demanded that negotiations be tape recorded. During 06-07 negotiations were taped.

**COLLECTIVE BARGAINING REPORT**  
**AS OF**  
**FEBRUARY 5, 2008**

**DISTRICT AND CSEA NEGOTIATIONS FOR 2007-2008**

**CSEA has, to date, refused to negotiate regarding documentation of bargaining sessions. The District believes this is a very important element of bargaining. Therefore, the District is unable to proceed and has temporarily suspended negotiations on substantive issues until this matter is resolved. It is currently before the Public Employment Relations Board (PERB).**

**COLLECTIVE BARGAINING REPORT**  
**AS OF JANUARY 23, 2008**

**DISTRICT AND CSEA NEGOTIATIONS FOR 2007-2008**

- CSEA and the District commenced bargaining on January 8, 2008, and continued on January 9 and January 17, 2008.
- CSEA Chapter 707 and the District are in disagreement regarding negotiation ground rules. Below are the CSEA ground rules proposal and the District's counter proposal:

**GROUND RULES**

**CSEA Chapter 707  
and  
Grossmont-Cuyamaca Community College District**

1. No audio recording of any kind shall be permitted during the re-opener negotiations.
2. CSEA Chapter 707 and GCCCD shall schedule not less than two consecutive hours for negotiating, with one hour allowed before and after negotiations for CSEA's negotiating team to meet to discuss proposals, conduct research or review information previously provided. Additionally, both parties shall make every effort to scheduled negotiations each week.
3. One person speaks at a time. CSEA Chapter 707 and GCCCD agree to allow each individual at the bargaining table to complete his or her thought without interruption.
4. CSEA Chapter 707 and GCCCD commit to and strive to begin each negotiation session on time as scheduled.
5. CSEA Chapter 707 and GCCCD agree to bargain in good faith and will not engage in nonproductive activities such as stalling tactics, repeated last minute cancellation of negotiations or repeated last minute changes in scheduling, or continually leaving the bargaining table in a refusal to negotiate.

**COUNTER PROPOSAL TO CSEA**

**JANUARY 8, 2008 GROUND RULES**

**DISTRICT PROPOSAL – JANUARY 17, 2008**

1. Each negotiation session will provide a source that will reflect the discussions of each negotiation session. This source will be signed off by CSEA and the district, if not tape recorded, so it becomes a verifiable source.
  2. Each side will be ready to negotiate. It is expected that previously provided information and proposal(s) are studied and/or researched before the next bargaining session.
  3. Negotiations will be scheduled once a week unless emergency situations occur. Four hours of negotiations will be scheduled for each negotiation. Out of the four hours, three hours will be for “face to face” negotiations. Caucus as the result of “face to face” negotiations should be minimized so that more time is spent on finding a resolution and agreement. Each side will strive to begin each negotiation session on time as scheduled.
  4. During negotiations, when a person is speaking, everyone will engage in active listening and refrain from interrupting the person who is speaking.
  5. Both sides agree to bargain in “good faith.” Good faith means that each side will make a genuine effort to resolve the needs of the other side. Although it is expected that there will be disagreements, disagreements will be in a collegial and professional fashion. Simultaneously, the side that is disagreeing will provide a substantive reason for the disagreement.
- CSEA was informed that the Public Employment Relations Board makes “negotiation ground rules within the scope of bargaining,” and therefore must be bargained. CSEA has declined to bargain the district’s counter proposal on ground rules.
  - The three negotiation sessions did not produce an agreement on “ground rules.”
  - One of the major disputes regarding rules pertains to CSEA’s and the district’s first ground rule proposal regarding taping of negotiation sessions – a practice since 2005. Over the two days of negotiations on January 8 and January 9, 2008, the district provided five (5) alternative proposals to tape recording sessions:
    - (1) Share the cost of an outside note taker or stenographer, or
    - (2) Joint communication after each negotiations, or
    - (3) Official minutes of negotiations that we both sign off on, or
    - (4) Sharing of notes to sign off on, or
    - (5) Tape negotiation sessions and that if the board’s team abused the intent for the use of the tapes, we agreed to negate all tapes of the 07-08 negotiation sessions.

**CLARIFICATION**

**CSEA LOCAL CHAPTER 707 TENTATIVE AGREEMENT – 2006-2007**

**August 30, 2007**

The tentative agreement that was provided to CSEA members had the following statement: **“All discipline language regarding Skelly Hearing previously proposed by District was dropped.”** For clarification, that piece of language was not on the agreement that was signed on August 28, 2007.

First, the union president was informed during an August 22, 2007 meeting that this Skelly Hearing language would be brought forward to the 2007-2008 bargaining instead. Second, the district did not “drop” the language as the word “drop” in bargaining means “no longer to be pursued.” This is not the case.

**CSEA NEGOTIATIONS UPDATE**

**CSEA LOCAL CHAPTER 707 TENTATIVE AGREEMENT – 2006-2007**

**August 28, 2007**

1. **4% on schedule salary increase retroactive to July 1, 2006. Employees eligible to receive retroactive pay are those on active payroll January 1, 2007. CSEA members who retire on or after July 1, 2006, shall receive retroactive pay prorated to retirement date. Employees who separate from the District under separate individual settlement contract are not eligible for retroactive pay settlement.**
2. **During the 07-08 year, a salary study shall be performed on CSEA positions to determine salary competitiveness and negotiate any salary adjustments. Prior to study, CSEA and District shall bargain benchmark districts.**

**Said salary study shall be performed utilizing a committee of four (4) classified employees appointed by CSEA and four (4) appointed by the District, and results of the study shall be conveyed as a recommendation to the Negotiations Team.**

**The parties agree that if there is a problem arising from an appointment or participation on a committee by classified employees, either party will advise the other and the parties will meet to discuss options and solutions.**

**Study recommendations shall be made to the Negotiations Team as soon as possible or by March 31, 2008.**

3. **Article 15.3.2.1**  
**In the event of termination, termination of employment is effective when approved by the Governing Board; however if a full-evidentiary hearing has been, or will be held, the date of termination is effective when the hearing officer's decision is received.**

**The next steps are:**

1. **CSEA membership needs to ratify the Agreement.**
2. **The Board will be presented with the Tentative Agreement at the September 18, 2007 Board meeting (if CSEA membership ratifies the Agreement before September 18) for ratification.**

**CSEA NEGOTIATIONS UPDATE**  
**AS OF August 10, 2007**

- **CSEA and the district negotiated on August 10, 2007.**
- **The district's chief negotiator, Dr. Ben Lastimado, informed the CSEA negotiations team that the district has filed with the Public Employee Relations Board (PERB) for an impasse determination.**
- **The district team presented the CSEA team a counter proposal to the discipline process.**
- **The district's salary increase proposal is the same as identified in the August 6, 2007 proposal (see the previous negotiations update in this document).**
- **The district's chief negotiator discussed the salary competitiveness study proposal presented to CSEA. The study would be conducted during the 07-08 bargaining year (once the 06-07 bargaining year is ratified). The district's chief negotiator talked about total compensation as the measurement to utilize as total compensation is what a "fact-finder" under the California government code would consider.**
- **The district's chief negotiator also discussed why an individual, who voluntarily waives the non-disciplinary hearing (called a Skelly here in this district), was not waiving a constitutional right. The district's negotiator explained that the CSEA's "skelly" non-disciplinary hearing was not required by state or federal law. The constitutional right regarding discipline pertains to another hearing called "Evidentiary Hearing" that is mandated by law. The district is not asking CSEA to waive the mandated evidentiary hearing.**

## NEGOTIATIONS UPDATE

**Below are some comments that CSEA President Jan Recktenwald and CSEA Business Representative, Penelope DiBernardo made in an email dated July 30, 2007 regarding the District's Negotiation Team. The district's response is dated August 9, 2007:**

*1. Not only has the Chapter Negotiations Team attempted to bargain with this district far more frequently than the district schedule has permitted, the chapter has been frustrated with the length of the bargaining sessions. CSEA was told that Dr. Lastimado would not bargain more than our 3 hour time limit in any one session.*

### **District Response:**

- **The last negotiation session with the previous CSEA President was December 7, 2006. Current CSEA President Jan Recktenwald did not want to negotiate until they received training on negotiations. Therefore, the first session with this new negotiation team wasn't until February 15, 2007.**
- **From July 31, 2006 through December 7, 2006 the previous CSEA negotiation team and the district met 16 different times for a total of 35 hours. During this period several proposals were tentatively agreed to: (Note that none of these tentative agreements are in effect until the entire 06-07 negotiations are agreed to and ratified by the Board)**
  - A. An employee shall be granted 10 days of paid pregnancy leave after child birth for recuperation.**
  - B. Benefits for Police Officers: (The district proposed these and CSEA tentatively agreed):**
    - a. Reimbursement of up to thirty (30) dollars per month for membership in a fitness facility of their choosing**
    - b. Reimbursement for child care when the officer is called back to duty after a regular eight (8) hour shift or is expected to work hours beyond a regular eight (8) hour shift**
    - c. Five thousand (\$5,000) dollars in life insurance, increasing the district provided life insurance to a total of one hundred thousand (\$100,000) dollars**
    - d. New Performance Assessment System**
    - e. Job Steward (Interns) are granted release time to observe**

**appointed stewards during representation situations that also takes into account staffing needs of their department**

- f. CSEA and the district agreed to a CSEA Recognition Day of December 22, 2006. (Note that CSEA Recognition Day has not been negotiated for 2007-2008.)**
- g. Side Letter Agreements already accomplished and implemented to help move the college forward:**
  - (1) Construction Site Security**
  - (2) Barnes & Noble Bookstore Contest Award**
  - (3) Health Services Nurse Salary Placement Guidelines**

**The district began negotiating with the new CSEA negotiation team on February 15, 2007.**

- From February 15, 2007 through August 1, 2007 both teams were scheduled to meet for approximately 29 hours with six additional dates scheduled for August 2007 (one of which CSEA cancelled), bringing the total time through the end of August to approximately 39 hours. This time was/is spread over approximately 20 different meetings. Additionally, four other dates, two in September and two in October, have also been scheduled.**
- During this six month period nothing was tentatively agreed to.**
- The district does not schedule more than 3 hours of negotiations for the other unions. Experience demonstrates that when the first 2 to 3 hours of negotiations do not produce anything substantial, going further provides diminishing returns.**

**THE DISTRICT'S CURRENT OFFER OF 4% THAT INCLUDES THE BOARD FUNDING LONGEVITY AND HEALTH BENEFITS COST TOTALS TO 8% PLUS TO EACH CSEA MEMBER. THIS PERCENTAGE IS HIGHER THAN THE STATE 5.92% COLA**

***2. The district accused CSEA of two counts of regressive bargaining; however, there has been no receipt of any Unfair Practice Charge which was filed against CSEA by the district.***

#### **District Response**

- The Vice-Chancellor for HR & Labor Relations and his team have documents and tape recordings to show that CSEA has committed at least two counts of regressive bargaining regarding COLA and the discipline process. HOWEVER, the Vice-**

**Chancellor for HR & Labor Relations had suggested to the Chancellor that we do not file an unfair labor practice for the following reasons:**

- A. An unfair labor practice could halt negotiations completely and unfair labor practices heard by the Public Employee Relations Board could take up to 18 to 24 months.**
- B. The current CSEA president asked for negotiations not to start until they had received training. The Vice-Chancellor and the Chancellor believed the CSEA negotiation team was still in the learning mode and therefore we gave them the benefit of the doubt.**

**3. *The district entirely failed to submit any re-openers for 2006-2007***

**District Response**

- This is false.**
- Re-openers were verbally discussed with former CSEA president before the timeline expiration and CSEA former president confirmed this via a document dated July 31, 2006 that shows both the re-openers of CSEA and the district.**

**4. *The district has already had discussions with the CSEA negotiations team about the concept of a multi-year contract, therefore, if the district intended not to bargain with CSEA for next year, the time to discuss that concept would have been then. Whether this district can fail to bargain mandatory subjects of bargaining, after they have discussed next year's compensation with CSEA, and after the district itself failed to open properly last year, is debatable.***

**District Response**

- The district's team introduced "a concept" (which is different than a proposal) for a multi-year contract regarding salaries to cover 06-07 and 07-08 that are the remaining two years of the negotiated agreement.**
- The district talked about 3% COLA for 07-08 as the state COLA for 07-08 is tentative 4.53% and the 4% for 06-07. CSEA wanted 4.53% plus an additional 1% for 07-08 salary increase.**
- Salary and benefits are mandatory bargaining subjects – multi-year contracts are permissive items of bargaining.**
- The district is not required to negotiate next year's compensation when the previous year's compensation is not resolved. It is the district's practice to negotiate "package deals" as done the previous two years with CSEA.**
- Mandatory bargaining items are discussed in Government Code 3543.2.**

5. The district negotiation team has been asked by several CSEA members as to what “Impasse” means.

- **Government Code 3548 provides the impasse procedures.**
- **Impasse only pertains to mandatory bargaining items.**
- **Either side can declare impasse. Impasse can be agreed to between both parties or one party can ask PERB to determine if impasse exists.**
- **When there is an official impasse, PERB assigns a mediator or contacts the state mediation/conciliation center for a mediator.**
- **The mediator will hold the number of mediation sessions he/she believe is necessary. When the mediator believes (after several sessions) that mediation will not resolve the issue, the mediator will send PERB a notice to convene “Fact-Finding.”**
- **PERB will assign a fact-finder. The fact finder will want to see several facts. One of them being “Total Compensation” which is defined as *“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.***
- **The fact-finder will require both sides to create a “fact-finding book” with all the required information and each side will be required to present a copy of their fact-finding book to the other team. The fact-finder will have a hearing with both sides presenting their case. The fact-finder will make a recommendation that is not binding.**
- **If one side disagrees with the fact-finder, the next step would be the Public Employee Relations Board.**
- **The total time from beginning to end could take from 12 to 14 months.**

## CSEA NEGOTIATIONS UPDATE

AS OF AUGUST 6, 2007

### CSEA Proposal:

- 4% salary increase with additional 2.39% (on August 1 CSEA proposed 2.4%) retro to July 1, 2006, or
- 4% salary increase and an additional \$489,950,000 (on August 1 CSEA proposed 492,000) as one time off schedule salary bonus, and divided amongst all currently employed classified bargaining unit members and any members who retired after July 1, 2006 on a prorate basis relative to percentage of contract
- CSEA does not intend to exceed the total compensation which may have been received from CSEA's 12/04/06

### DISTRICT Proposal:

- 4% salary increase retroactive to July 1, 2006 and district picks up health benefits cost
- A salary study be performed on CSEA positions to determine salary competitiveness and negotiate any salary adjustments. Any salary adjustments agreed to would be effective July 1, 2007, but only if any salary adjustments agreed to is ratified by the Board no later than December 31, 2007. Any salary adjustment agreed to after December 31, 2007, would be effective January 1, 2008. (NOTE: The district's chief negotiator made it clear that the 07-08 bargaining year cannot convene until the 06-07 bargaining year is completed and ratified by the Board of Trustees. This piece of the proposal was just to reflect an "off the table" discussion between the CSEA current president and the district's chief negotiator, and the district's attempt to show that the district is committed to review salary competitiveness), or
- 4% salary increase retroactive to July 1, 2006
- Any percentage dollar amount agreed to (dollar amount will be converted into a percentage) between the district and the CSEA above the 4% COLA and regardless if the additional percentage above 4% is off or on schedule salary increase, each CSEA member will pay out of pocket 98% of the benefit cost (identified as employee cost) shown on attachment 1 and out of pocket cost would be retroactive to July 1, 2006. Attachment 1 will be provided when completed by Risk Management (note that the attachment was provided to CSEA on August 6)
- The district proposes any payments to be in accordance with payroll guidelines as identified by the Interim Vice-Chancellor for Business Services

**CSEA LOCAL 707 & DISTRICT**  
**NEGOTIATIONS UPDATE**  
**AS OF JULY 11, 2007**

**CSEA LATEST PROPOSAL (July 2, 2007) TO THE DISTRICT**

- CSEA proposes a 4% salary increase to the CSEA salary schedule retroactive to July 1, 2006 and an additional 2.5% salary increase to the CSEA salary schedule retroactive to July 1, 2006, or
- CSEA proposes 4% salary increase to the CSEA salary schedule retroactive to July 1, 2006, and an additional \$512,500 to be allocated as one time off the salary schedule bonus. The \$512,500 which shall be divided amongst all currently employed classified bargaining unit members and any members who retired after July 1, 2006 on a pro-rata basis relative to percentage of contract.
- CSEA does not intend to exceed the total compensation which may have been received from CSEA's 12/04/06 proposal.
- CSEA further proposes to settle compensation (excluding health and welfare) for the 2007-2008 fiscal year by proposing an on schedule salary increase, effective July 1, 2007 of the full State COLA increase, plus 1 percent.
- The allocation of all retroactive payments shall be distributed under separate warrant.

**Article 15: Table discipline article for 2006-2007; district shall have the right to automatically re-open discipline article without utilizing formal opener for 2007-2008.**

**DISTRICT'S LATEST PROPOSAL (July 8, 2007)**

- District provides 4% plus additional percentage if CSEA picks up benefits cost
- Discipline counter proposal provided on July 11, 2007 negotiations session

**The district has paid for benefits cost for 2006-2007 and has funded the longevity payments. From the TOTAL COMPENSATION package, CSEA is receiving 8.09% when 4% COLA, plus benefits cost, and longevity are included.**

**The district has refused to have the discipline process "tabled" until the 2007-2008 negotiations. The district wants the COLA and discipline process agreed to before negotiating 2007-2008 year.**