

## **Salary Equity FAQ**

**January 2016**

Your CAPS Bargaining Team on January 13 reached a Tentative Agreement (TA) after spending all week in meetings with Governor Brown's negotiators from CalHR and the Department of Finance. The tentative agreement on salary reached by CAPS is exactly the same as the last agreement: 5% July 1, 2016; 5% July 1, 2017; 5% July 1, 2018.

The CAPS Team pushed hard for FULL Salary Equity for ALL State Scientists. We demanded additional money for the agreement. We proposed a variety of ways to apply that money in the bargaining unit, all with the goal of reaching Salary Equity during the term of **THIS** MOU. While the state was willing to shift money within the context of the \$53 million already allotted, they were adamantly opposed to increasing it by even a small amount. Redistributing the money wasn't an acceptable alternative to the CAPS Team.

### **Why Is the CAPS Bargaining Team Putting the SAME Tentative Agreement To Another Vote, When The Last One Failed Convincingly?**

Because the CAPS Team believes this is the best offer we will see from Governor Brown for the next three years. His negotiators have said that repeatedly. There's no reason to doubt their sincerity after many months of meetings. We have done every effective thing we can—collectively—to change his mind. To wait much longer on approving this package could delay implementation of the 5% increase that is scheduled for July 1, 2016. Continued delay risks losing this salary increase every month that passes and perhaps indefinitely should the Governor reduce his offer.

### **If This Offer Is Ratified, What's Next?**

The Governor's offer SHOULD be ratified. We should approve this and work cooperatively and productively towards our next bargaining sessions in 2018.

### **What If It's Rejected Again By the Members?**

Then there's no agreement, and no increase in salary of any kind. Provisions of the old contract continue just as they are now under the "Evergreen" provisions of state law. We would continue to meet and confer with CalHR and the Department of Finance in hopes of improving the Governor's offer. Other unions would begin, or in some cases continue, their negotiations for new labor contracts.

### **Why vote YES on the current package?**

You would vote yes if you want a 5% general salary increase on July 1, 2016, another one on July 1, 2017 and a final one on July 1, 2018. You would vote yes if you want three guaranteed salary increases.

### **Why vote NO on the current package?**

You would vote no if you are prepared to go without a general salary increase effective July 1, 2016.

### **Why Isn't Formal Impasse Our Best Option?**

We have reviewed the impasse option. Declaring formal impasse assumes we can convince Governor Brown to improve his offer or force him to agree to something better. This is unlikely and would likely be counterproductive. Reprinted below is the relevant part of Government Code Section, 3717.8. Please read it, with our red highlight. We now we have the benefit of the "Evergreen" provisions of the law because we aren't at a legal impasse. It continues our pay and benefits with an expired contract. Upon formal impasse being declared, the Governor can implement--against our will--all or any part of his last, best and final offer. We think Governor Brown's implementation order would impose would be light on salary increases and heavy on take-backs, such as the post-retirement health benefits contribution by all employees.

(b) **If the Governor and the recognized employee organization reach an impasse in negotiations for a new memorandum of understanding, the state employer may implement any or all of its last, best, and final offer.** Any proposal in the state employer's last, best, and final offer that, if implemented, would conflict with existing

statutes or require the expenditure of funds shall be presented to the Legislature for approval and, if approved, shall be controlling without further legislative action, notwithstanding Sections 3517.5, 3517.6, and 3517.7. Implementation of the last, best, and final offer does not relieve the parties of the obligation to bargain in good faith and reach an agreement on a memorandum of understanding if circumstances change, and does not waive rights that the recognized employee organization has under this chapter.

**What About a Strike or Other Work Interruption.** While strikes and other post-impasse job actions are legal, they are much more likely to result in reprisal, not reward.

### **Why Aren't They LISTENING?**

They are, and they have told us that. The letters, emails, rallies--have all been noticed by the media, the Governor's staff, and almost certainly by Governor Brown himself. He is aware of the salary differential. We know that because he restored full equity for most scientific supervisors during July 2014. That was no accident. But he continues to be very fiscally conservative and simply won't budge on what he sees as a generous salary package over three years.

### **What About Mediation?**

We have repeatedly requested CalHR to engage in mediation voluntarily. They've repeatedly refused. There is a chance we could force CalHR into mediation involuntarily. However, mediation by its very definition is a voluntary process. If CalHR is determined to stand fast, mediation won't force them to do otherwise. In fact, we take CalHR's refusal to engage in mediation as another sign that their offer simply will not change.

### **Would we benefit from having better negotiators?**

We have a professional negotiator, and a professional staff. They serve us well. As scientist volunteers elected by YOU, we make ALL the important decisions. Our staff—consultants, lawyers, lobbyists, administrative staff—carry them out. The case we have been making **collectively** has been clear, concise, repeated, insistent and LOUD. By **TWO** different CAPS bargaining teams. What would help more is having a more receptive **GOVERNOR**. But Governor Brown is our governor, and he has made a final offer. He is sticking to it.

### **What are OTHER state employees likely to be offered?**

Less. We know that from the standing final offers made to the representatives of state Bargaining Unit 12 (Trades and Maintenance), and state Bargaining Unit 6 (Correctional Officers and Parole Agents). It speaks volumes that every other employee group in state service would almost certainly jump at accepting the deal CAPS has been offered.

### **Is There Room For Reclassification Changes Between Now and 2018?**

Yes. But there are no guarantees and frankly we can't assume the Governor and CalHR will do the specific things we want or operate on a timetable acceptable to us. We DO know that several state departments badly want changes in certain scientific classifications, and we intend to pursue those immediately. We are best pursuing those classification changes with a new collective bargaining agreement in place.

### **Why No Protection Against Furloughs for the Entirety of The Three Year Agreement?**

The tentative MOU prevents the state from implementing mandatory unpaid furloughs through 2017. They reserve the option to pursue furloughs--with legislative approval--in the event an economic downturn produces significant budget deficits. To get an agreement, all bargaining units will need to live with this language. We certainly would've preferred furlough protection for the entire three-year contract, but that wasn't in the cards.

**Does SB 358, the Recently Enacted Legislation Strengthening Prohibitions Against Gender – Based Discrimination In the Workplace, Provide A Remedy?**

Not unless we can make a very strong case. That starts with overcoming the legal exceptions provided to an employer with a Merit based hiring system, and having a class of underpaid employees that is overwhelmingly female. Our initial legal analysis can be found here: <http://capsscientists.org/wp-content/uploads/SB-358-Legal-Analysis.pdf>