

Date of Hearing: March 18, 2026

ASSEMBLY COMMITTEE ON PUBLIC EMPLOYMENT AND RETIREMENT

Tina S. McKinnor, Chair

AB 1818 (Ortega) – As Introduced February 10, 2026

SUBJECT: California State University: employer-employee relations: meeting and conferring

SUMMARY: Amends the Higher Education Employer-Employee Relations Act (HEERA) relating to the California State University (CSU), a written memorandum of understanding (MOU), and the state Budget Act, among other provisions. Specifically, **this bill:**

- 1) Removes the following from existing law:
 - a) Provisions that prohibit a written MOU that requires budgetary or curative action by the Legislature or other agencies from being effective unless that action has been taken, and that require a request for financing or budgetary funding for all state-funded employees or for necessary legislation to be forwarded to the Legislature and Governor or other funding agencies.
 - b) Provisions that require the entire MOU to be referred back to the parties for further meeting and conferring when the MOU requires legislative action and the Legislature or Governor fails to fully fund the MOU or take required curative action.
- 2) *Instead*, specifies that provisions related to the duty to meet and confer in good faith, including impasse procedures, do not relieve the CSU from complying with its obligations under a collectively bargained agreement negotiated with a labor organization that is duly ratified by the parties.

EXISTING LAW:

- 1) Governs collective bargaining in the private sector under the federal National Labor Relations Act (NLRA), but leaves it to the states to regulate collective bargaining in their respective public sectors. (Sections 151 *et seq.*, Title 29, United States Code.)

While the NLRA and the decisions of its National Labor Relations Board (NLRB) often provide persuasive precedent in interpreting state collective bargaining law, public employees have no collective bargaining rights absent specific statutory authority establishing those rights.

- 2) Provides several statutory frameworks under California law to provide public employees collective bargaining rights, govern public employer-employee relations, and limit labor strife and economic disruption in the public sector through a reasonable method of resolving disputes regarding wages, hours and other terms and conditions of employment between public employers and recognized public employee organizations or their exclusive representatives. These include the HEERA governing employment relations for the University of California, CSU, and UC Law San Francisco (formerly, Hastings College of Law). (Sections 3560 *et seq.*, Gov. Code.)

- 3) Explicitly requires higher education employers to meet and confer with the exclusive representative of employees on all matters within the scope of representation. (Section 3570, Gov. Code.) If the employer fails to bargain, the exclusive representative is authorized to file an unfair practice charge with the Public Employment Relations Board (PERB). (Section 3563.2, Gov. Code.)
- 4) Establishes, among other things, that the duty to meet and confer in good faith and requires the parties to begin negotiations prior to the adoption of the final budget for the ensuing year sufficiently in advance of the adoption date to provide adequate time for an agreement to be reached or for an impasse to be resolved. (Section 3572, Gov. Code.)
- 5) Establishes the PERB, a quasi-judicial administrative agency charged with administering certain statutory frameworks governing employer-employee relations, resolving disputes, and enforcing the statutory duties and rights of public agency employers and employee organizations, but provides the City and County of Los Angeles a local alternative to PERB oversight. (Sections 3541 *et seq.*, Gov. Code.)

FISCAL EFFECT: Unknown. This bill is flagged as fiscal by Legislative Counsel.

COMMENTS:

Among other things, information provided by the author states that, “[The] HEERA’s subsection 3572(b) – which [this bill] seeks to amend – specifies that if the MOU between CSU and an employee organization requires action by the Legislature, and the Legislature does not take that action (fiscal or otherwise) the CSU can void the MOU and reopen negotiations. As a result of this statute, similar language is included in collective bargaining contracts in order to make sure it complies with current law....” In addition, “[it] is worth noting that not all MOUs entered by the CSU include language like this. The original intent of the section was a failsafe to make sure that MOUs agreed upon between CSU and bargaining units matched that of the line-item budgets negotiated by the Legislature and the Governor. In a given year, if the MOU promised a million dollars for staff compensation, but the final budget line-item approved by the Legislature only allowed for [\$]500,000 to be used for that purpose, then CSU would be unable to fulfill their promise and would need to go back to the bargaining table. However, now that the State no longer provides use restrictions on funding provided to CSU – and the CSU has other funding streams outside of what the State budget allocates – this section is now counterproductive and allows the CSU to use it instead as pretext to get out of fulfilling their contracts. The use of this subsection by the CSU as a means to terminate contracts prior to their designated renegotiation date and not fulfill their side of the bargain goes back decades.”

Further, “[s]hould [the] CSU not bargain in good faith, and the bargaining unit needs to resort to filing an unfair practice charge, the presence of 3572(b) in statute changes the way [the] HEERA is interpreted. This section creates an ambiguity on whether [the] CSU has the authority to cancel a contract, which no other employer has the ability to do under statute (outside of [the] UC and Cal Maritime, who have similar language in [the] Government [C]ode).

“Unlike most state agencies, [the] CSU uses revenue from the state budget as well as from tuition and investments to meet their obligations – MOU or otherwise. The State provides only

60 percent of CSU's total annual budget.¹ These differences make [the HEERA's] subdivision 3572's application and relevance to collective bargaining at [the] CSU contradictory. Eliminating 3572(b) takes away the ambiguity and makes it easier in the circumstance of a bargaining impasse for the [PERB] to make its ruling on whether the action was or wasn't an unfair labor violation."

Brief History of the HEERA

Introduced in 1977, Assembly Bill 1091 (H. Berman) proposed collective bargaining in higher education following the enactment of several other laws governing employment relations for various public sector segments. Its effectuation in 1979 conferred rights and obligations on the parties subject to the act, and its administration was placed within the jurisdiction of the PERB.

As stated under "Existing Law," the purpose of this act, similar to others, is to [develop] harmonious and cooperative labor relations between the public institutions of higher education and their employees." (Section 3560(a), Gov. Code.) Initially opposed to mandating collective bargaining by the two university system segments, the CSU refrained from engaging in the formulation of the statute; whereas, the UC worked with the Legislature to develop a framework that addressed the uniqueness of each segment, and in a manner that was suitable to their respective education communities. Although opposition to the bill by the UC and the CSU continued, in July 1978, the PERB issued a resolution that endorsed the extension of collective bargaining to higher education employees, which marked a turning point of the success of that bill. Governor Jerry Brown later signed the bill into law.

Meeting and Conferring Under the HEERA

In the public sector, including the HEERA, the core mechanics of collective bargaining are twofold: (i) Each party must give up something to receive something in return to, (ii) achieve the manifestation of the art of compromise represented by a written and signed agreement that is formally executed as a MOU. Achieving the agreement, i.e., contract, is identical to the common law principles of the formation of a contract, i.e., offer, acceptance, and exchange of consideration. However, to achieve an agreement assumes that the collective bargaining process and negotiation strategy or tactics used by both the employer and employee organization are in good faith and not to reach an impasse, nor the employer driving negotiations in a manner ultimately to be able to unilaterally implement (also commonly referred to by employee organizations as "impose") what might be considered by the employee organization as an unfair or objectionable contract.

What is "good faith"? "The phrase 'good faith' is used in a variety of contexts, and its meaning varies somewhat with the context. Good faith performance or enforcement of a contract emphasizes faithfulness to an agreed common purpose and consistency with the justified expectations of the other party; it excludes a variety of types of conduct characterized as involving 'bad faith' because they violate community standards of decency, fairness, and reasonableness. The appropriate remedy for a breach of the duty of good faith also varies with the circumstances."² "[G]ood faith is an elusive idea, taking on different meanings and

¹ "CSU Funding." The California State University. Visit: <https://www.calstate.edu/csu-system/about-the-csu/facts-about-the-csu/csu-funding>

² Section 205, Restatement (Second) of Contracts, cmt. a (1979).

emphases as we move from one context to another – whether the particular context is supplied by the type of legal system (e.g., common law, civilian, or hybrid), the type of contract (e.g., commercial or consumer), or the nature of the subject matter of the contract (e.g., insurance, employment, sale of goods, financial services, and so on).³ Generally, “good faith” means a state of mind consisting in: i) honesty in belief or purpose, ii) faithfulness to one’s duty or obligation, iii) observance of reasonable commercial standards of fair dealing in a given trade or business, or iv) absence of intent to defraud or to seek unconscionable advantage.

What is “bad faith”? A complete catalogue of types of bad faith is impossible, but the following are among those which have been recognized in judicial decisions: evasion of the spirit of the bargain, lack of diligence and slacking off, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party’s performance.”⁴ Generally, “bad faith” means the opposite of good faith. That is, dishonesty of belief, purpose, or motive.

Although the HEERA applies to specific higher education employers and the employer must meet and confer with the exclusive representative on all matters within the scope of representation,⁵ the act includes a unique provision that solely applies to the CSU.

While the employer and exclusive representative are the only parties to the agreed-upon and executed MOU, here, the CSU is required to maintain close liaison with the Department of Finance and the Legislature relative to meeting and conferring on provisions of the written MOU that have fiscal, i.e., state budgetary, ramifications. In addition, the Governor is required to appoint one person to attend the meeting and conferring as well as impasse procedures who provides advice to the parties of the Governor’s views on matters that require appropriation or legislative action. The Speaker of the Assembly and the Senate Committee on Rules are each authorized to appoint one representative to attend the meet and confer process to advise the parties on the views of the Legislature on matters that require an appropriation or legislative action. (Section 3572(a), Gov. Code.)

An unfair labor practice currently pending before the PERB may allege or allude to bad faith on the part of the CSU, as to a MOU under the HEERA, if it requires budgetary or curative action by the Legislature or other funding agencies, it must not be effective unless and until that action has been taken. After the MOU is executed, a request for financing or budgetary funding for all state-funded employees or for necessary legislation, has to promptly be forwarded to the Legislature and Governor or other funding agencies. If the MOU requires legislative action, but the Legislature and Governor fail to fully fund the MOU or take required curative action, the entire MOU must be referred back to the parties for further meeting and conferring, and the parties may agree that provisions of the MOU are nonbudgetary and do not require funding which then take effect regardless of whether the funding requests submitted to the Legislature are approved. (Section 3572(b), Gov. Code.)

³ “Good Faith in Contract,” in *Good Faith in Contract: Concept and Context* 1, 3. Roger Brownsword, et al. (Roger Brownsword, ed., 1999).

⁴ Section 205, Restatement (Second) of Contracts, cmt. d (1979).

⁵ Ref. “Existing Law,” Nos. “2)” and “3).”

The CSU and CSU Bargaining Unit 6 (Teamsters, Local 2010): Relevant MOU Provisions

An MOU between the CSU and CSU Bargaining Unit 6 (Teamsters, Local 2010) covers a range of matters of interest to both the employer and employees represented by the employee organization.⁶ Within this agreement, Article 24 provides for the salary of bargaining unit members. Various matters relating to salary pursuant to that Article explicitly state that their effectuation is contingent upon the “State of California’s final Budget Act of 2024...,” and establish that if the specific contingency is not met, the CSU and the union must reopen negotiations.” (See Sections 24.4 (“Step Structure”), 24.6 (“Salary Structure Adjustment”), and 24.7 (“Step Progression”) of the MOU.)

In addition, Section 32.3 of Article 32 of this MOU expressly states, “[any] term(s) of this Agreement which is deemed by the Employer to carry an economic cost shall not be implemented until the Employer determines that the amount required therefore has been appropriated and makes such amount available for expenditure for such purpose. If the Employer determines that less than the amount needed to implement this Agreement or any provision herein has been appropriated or makes available less than the amount needed to implement this Agreement or any provision herein, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.”

Recent Labor Strife at the CSU Regarding an MOU⁷

In a document dated February 11, 2026, providing an “Update on Teamsters Local 2010 Planned Strike,” the CSU stated that, “[this] labor action stems from a dispute over salary provisions for the 2025-26 fiscal year. Teamsters’ leadership has publicly claimed that the CSU received full state funding for that year and that salary increases provided for in the agreement should therefore be implemented. This claim is incorrect. Under the parties’ agreement, the salary provisions for 2025-26 were expressly contingent upon the CSU receiving a defined level of new, ongoing state funding, approximately \$250 million. Instead, the enacted state budget reduced CSU’s ongoing base by \$143.8 million. While the Legislature subsequently provided CSU with a zero-interest loan in the same amount as the reduction, that funding is one-time and must be repaid. Because the loan is not permanent, it cannot be used to support ongoing salary increases. For this reason, the CSU authorized the use of the loan for one-time payments to employees, subject to the collective bargaining process. The contingent salary increases outlined in the Teamsters agreement depended on the receipt of the sufficient new, ongoing funding, which the CSU did not receive, even with the loan. As a result the CSU notified the Teamsters of its request for a salary reopener as required by the parties’ agreement...[.]”

In response to a request by a member of the Legislature, the CSU’s written response dated February 23, 2026, states that, “[our] current agreement with the union was negotiated and ratified in 2024 through the collaborative collective bargaining process. It contained clear contingency provisions that tied certain salary increases to the receipt of \$239.7 million of new, unallocated, ongoing state funding in the 2025-26 state budget. Unfortunately, those contingencies were not met, leading to the current reopener negotiations regarding salary terms.

⁶ CSU Bargaining Agreement: Unit 6 (Teamsters, Local 2010), March 4, 2024, to June 30, 2026. Visit: <https://www.calstate.edu/csu-system/faculty-staff/labor-and-employee-relations/Pages/unit6-setc.aspx>

⁷ “Across CSU campuses, skilled trades workers strike over denied raises.” The Sacramento Bee, February 18, 2026.

We have gone through the [PERB]-facilitated mediation process, and a fact-finding hearing was held on February 10. We expect the fact-finder's report to be released in March...."

This Bill

This bill proposes to remove the HEERA's requirements relating to legislative and governor budgetary or curative action to finance or provide budgetary funding for a MOU, which may raise constitutional and separation of powers concerns relating to the State Budget Act.

In comparison, the Dills Act – governing employer-employee relations for certain executive branch (state) employees) – explicitly requires legislative approval of any provision requiring the expenditure of funds in the annual Budget Act,⁸ and provides that if the Legislature does not approve or fully fund any provision of a MOU which requires the expenditure of funds, either party is authorized to reopen negotiations on all or part of the MOU. However, the parties are not prevented from agreeing to effecting those MOU provisions that have received legislative approval, or those that do not require legislative action. (Section 3517.7, Gov. Code.)

Unlike the Dills Act, the HEERA does not require an agreed-upon MOU between the CSU and an employee organization to be presented to, and approved by, the Legislature. Where the acts differ in this regard, they are similar with respect to those MOU provisions that may be implemented if they do not require legislative action.⁹ However, the HEERA's Section 3572(b) – as proposed to be removed by this bill – and the Dills Act's Section 3517.7 of the Gov. Code purposefully maintain the Legislature's plenary constitutional budgetary power relative to such agreements. Thus, although the procedural manner by which a MOU becomes effective among both acts differ, the means of their effectuation are both governed by legislative action via the annual Budget Act consistent with the Legislature's plenary constitutional "power of the purse." (Section 12, art. IV, Cal. Const.) Like the Dills Act's Section 3517.7 *ibid.*, the HEERA's Section 3572(b) provision exists to preserve the Legislature's plenary constitutional budgetary authority.

While proposing to remove the HEERA's Section 3572(b) provisions, this bill simultaneously proposes to establish that the CSU must not be relieved from complying with its obligations of the MOU negotiated with a labor organization that has been ratified by the parties. Under this bill, for example, if the CSU requested \$1,000 total from the Legislature to fund all of its related state-funded costs, including \$500 in costs of a negotiated MOU with a labor union representing CSU employees, and the Legislature only approves \$400 of CSU's total \$1,000 request because it and the Governor diligently work to resolve a statewide budget deficit, how would the \$500 MOU get fully funded (as well as other CSU state-funded programs and services)? Although only receiving \$400 total via the state budget action, the CSU, however, would remain contractually obligated to fund a \$500 MOU (and other state-funded programs and services) likely from a combination of the \$400 appropriated state budgetary funds and those from other financing agencies. If this proposed statute were enacted, unless it were revisited in the future because other CSU sources of funds are deemed as earmarked, committed, encumbered, or insufficient to make up the difference between its budgetary request of \$1,000 and receipt of only \$400, and it is unable to adhere to its MOU performance obligations, this may result in unintended, but likely foreseeable, consequences (e.g., increased labor strife at the CSU,

⁸ Sections 3517.5, 3517.6, 3517.61, and 3517.63, Gov. Code.

⁹ HEERA Section 3572(b), *id.*, and Dills Act Section 3517.7, *id.*

especially following removal of existing statutory provisions relating to the legislative budgetary authority regarding curative action to fully fund a MOU).¹⁰

In the simplest of terms, by explicitly establishing that the CSU must not be relieved of complying with its contractual obligations under an agreed upon and ratified MOU, this bill proposes full reliance upon the customary understanding and principle that “a contract is a contract” based on the common law principles of contracts previously discussed, and that a contract is a legal, binding, and enforceable agreement between parties that establishes their rights and obligations thereunder. As to this, it is noted that, if a contract is not adjudicated as void or voidable, a breach of performance of the cognizable terms of the contract may be legally actionable. However, legal defense doctrines also may be raised against such claims.

By removing the Legislature’s plenary constitutional budgeting authority provisions relative to funding a MOU (or costs thereof) at the CSU, the Legislature may be compelled to fund the MOU regardless of what the CSU and an employee organization representing CSU employees agree upon. Where the agreement involves or impacts the annual State Budget, including on a multi-year basis, whatever is agreed to via the MOU may “bind the hands of a future Legislature,” thereby diluting its constitutional budgetary power.

Unsettled Labor Dispute Between the CSU and Teamsters, Local 2010

As authorized pursuant to the HEERA, in August 2025, CSU Bargaining Unit 6 (Teamsters, Local 2010) filed an unfair labor practice with the PERB relating to the CSU not giving employees raises agreed to pursuant to the terms of its 2024 MOU.

To the extent that the HEERA’s grievance resolution process has not yet been fully exhausted (e.g., grievance filed with the PERB, PERB’s mediation process, fact-finding, and PERB’s decision), this bill could be viewed or construed as premature in a manner that may interfere with, circumvent, or impose upon, the HEERA’s deliberate grievance resolution provisions and the PERB’s grievance resolution processes.

Suggestion to the Author Should this Bill Advance Beyond this Committee

Given what is discussed in this writing, the author may wish to explore the feasibility of amending the HEERA to, instead, adapt the Dills Act’s procedural MOU legislative determination process and apply that process specifically to CSU MOUs, as well as adapting the statutory requirement of the Legislative Analyst’s Office (LAO) to review those MOUs.¹¹

This would (i) preserve the Legislature’s constitutional budgeting authority, (ii) provide the Legislature with an independent review of CSU MOUs by the LAO,¹² and (iii) provide a means where the Legislature could separately and appropriately address the funding of the CSU (for matters not related to MOUs), as well as the CSU’s MOUs (including multi-year MOUs).

¹⁰ The dollar amounts used in this hypothetical should not be construed as an actual representation of state finance or budgeting, CSU funding, or costs of a negotiated and agreed upon MOU. The dollar amounts are only for contextual purposes.

¹¹ Ref. Sections 3517.5 through 3517.8, inclusive, Gov. Code relating to the Dills Act’s procedural legislative determination, and Section 19829.5, Gov. Code relating to the LAO’s statutory review requirements.

¹² “*The 2025-26 Budget: California State University.*” LAO, February 2025. Visit: <https://lao.ca.gov/Publications/Report/4989>

Similar to MOUs under the Dills Act, an independent review of CSU MOUs by the LAO, followed by legislative determination and approval of those MOUs via the state Budget Act (e.g., budget trailer bill(s)) where funds are specifically appropriated for their purpose(s) may mitigate or reduce, if not eliminate, the periodic, if not regular, occurrence and concern that this bill seeks to address.

Author's Statement

“Once a contract is signed, it is up to both employer and employee to uphold their end of the [agreement]. However, the CSU has been using an antiquated section of law which gives them sole authority to interpret the State Budget and decide whether or not they received enough funding to keep their end of the CBAs they reach with employees. As it stands, CSU has a legal backdoor to deny employees the raises they have agreed to give. [This bill] will eliminate this section of code so that the CSU cannot break the contracts they have made with their employees. In the instance the CSU cannot meet their agreements, they will have recourse with the [PERB] to renegotiate contracts, just like any other public employer.”

Comments by Supporters

In part, Teamsters California states, “[the] hardworking employees of the CSU are what make the affectionately known people's university great. Every day, on all 22 campuses, the people's university reaps the benefits of their tireless workforce. The loophole [the] CSU exploits was intended to protect higher education institutions in California from unforeseen budget emergencies or policy changes initiated by the Legislature. In such instances, the CSU can refuse to honor their collective bargaining agreements, a decision made at their sole discretion. The California Legislature and the Governor have honored the five-year budget compact, increasing CSU's annual base funding by five percent each year. CSU has raised tuition by 36% by 2029. The resulting revenue increase is projected to be [...] of \$1.2 billion systemwide. According to the CSU budget summaries published on their own website, in the 2024-2025 fiscal year they allocated \$8,466,495,000 of the \$8,471,495,000 in state support, indicating a \$5,000,000 surplus. They also report having significant reserves north of \$8 billion in cash investments and \$2.4 billion in surplus/designated balances and reserves. This makes their reserves equal to the entirety of their state allocated funds in the prior fiscal year. Still, citing funding deferrals in the 2025-26 state budget, CSU used its statutory authority to refuse to pay raises it agreed to in 2024. In the same month, they increased executive compensation by 5-17% for the CSU presidents. “[...] The actions of [the] CSU go beyond betraying workers; they are betraying their students. Without qualified mechanics and technicians at work, this means deliveries turned away and construction delayed. It leaves elevators, lighting, heating, and cooling, electrical systems, and restrooms potentially inoperable. Students already face enough challenges. Students attending any public school in California deserve freedom from learning disruptions caused by poor management. [The] CSU's behavior pollutes the very spirit of HEERA and is antithetical to California's long history of protecting workers. This unconscionable mismanagement is poisoning [the] CSU and the State of California's reputation as an employer. California, amid this national affordability crisis, must ensure it remains a place where workers are paid and treated fairly. California must stand in its values. [This bill] is essential to close this dangerous loophole and protect workers, students, and California values.

The California Federation of Teachers – a Union of Educators and Classified Professionals, AFT, AFL-CIO, the California State Council of the Service Employees International Union, and the California State University Employees Union offer similar statements in support of this bill.

Comments by Opponents

The CSU states that, “[it] relies on a combination of tuition and state General Fund support to balance the system’s operating budget. State appropriations make up 60 percent of the CSU’s operating budget. The volatility of the annual state budget has had a significant effect on the CSU and its year-to-year budget. For example, in 2024–25 the CSU absorbed a one-time \$75 million reduction and in 2025–26 the enacted state budget included a \$143.8 million one-time reduction. These appropriations are foundational to the university’s financial planning, as the CSU cannot responsibly commit to ongoing compensation costs without certainty regarding the level of state funding ultimately provided. When state appropriations are reduced, the CSU has no mechanism to replace that revenue. Moreover, the state budget is not finalized until June, and public institutions like the CSU must retain the ability to reasonably adjust budgets once final funding levels are known. Approximately 75 percent of CSU operating expenditure is dedicated to salaries and benefits. Salary increases create permanent financial obligations that cannot be scaled back. Committing to ongoing compensation increases without guaranteed, ongoing funding could expose the university to significant fiscal risk and would divert resources from core student services. The author’s office has stated that [this bill] is necessary to uphold the 2024 ratified collective bargaining agreement (CBA) between Teamsters Local 2010 and the CSU. The CSU respectfully disagrees with this assessment. The CBA, which was agreed to by the Teamsters and ratified by its membership, included clear provisions tying certain salary increases to the receipt of \$239.7 million in new, unallocated, ongoing state funding in the 2025–26 budget. Those contingencies were not met. The state budget fell short of providing new, unallocated, ongoing funding, as it included the \$143.8 million reduction and instead provided one-time funding through a loan that must be paid back this year. This triggered the mutually agreed to salary reopening process. The CSU and Teamsters have participated in mediation through the [PERB], and a fact-finding report will become public later this month. [This bill] could alter a carefully structured and longstanding collective bargaining framework by inserting statutory requirements into matters that are best resolved at the bargaining table. It risks undermining mutually agreed to agreements, increasing fiscal exposure beyond state appropriated funding, and limiting CSU’s ability to responsibly manage public resources. Moreover, the bill could limit future agreements to one-year terms and delay finalizing contracts until state funding levels are known each summer. This would create uncertainty for employees and undermine the multi-year planning that benefits both the university and its workforce.”

Prior or Related Legislation

Assembly Bill 1630 (Caloza, 2026) makes changes to the HEERA regarding observation of the meet and confer process. This bill is currently pending in the Assembly Committee on Public Employment and Retirement.

Assembly Bill 1973 (Nation, 2004) authorized the CSU to agree to wage and benefit increases in a MOU and to reallocate resources within its budget priorities to effectuate that agreement, if that reallocation is within its overall budget authority specified in the applicable annual budget act. This bill was held on the suspense file in the Senate Committee on Education.

REGISTERED SUPPORT / OPPOSITION:

Support

Teamsters California (Sponsor)

California Federation of Teachers – a Union of Educators & Classified Professionals, AFT,
AFL-CIO

California State Council of Service Employees International Union

California State University Employees Union

Opposition

California State University, Office of the Chancellor

Analysis Prepared by: Michael Bolden / P. E. & R. / (916) 319-3957