

# COLA 4 ALL



FROM RANK AND FILE IRVINE

VOLUME 1, ISSUE 3

DECEMBER 17, 2022

## Vote NO: We Can Win What We Deserve

**O**n December 16th, the SR and ASE bargaining teams tentatively agreed to UC's December 15th offers. We acknowledge that our membership is tired, and that we have forced some modest movement from the UC. However, this movement is direct evidence that we are still powerful, and recognize that these wins do not represent our ceiling of possibility. This power comes from the rank & file remaining committed to withholding their labor and demanding a better contract for weeks on end. As the winter quarter approaches, pressure on the UC will only grow, as will our bargaining power. We urge our membership to center our most marginalized colleagues when deciding how to vote

in the upcoming week – with these colleagues in mind, **we will be voting no** on the tentatively agreed contract.

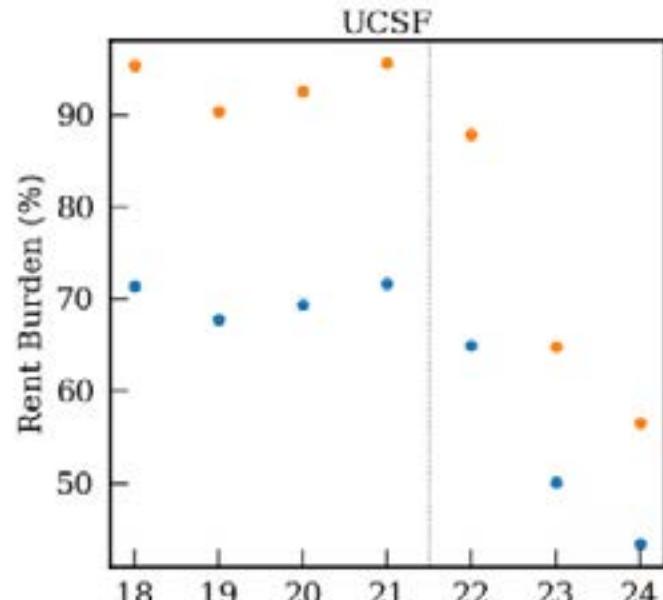
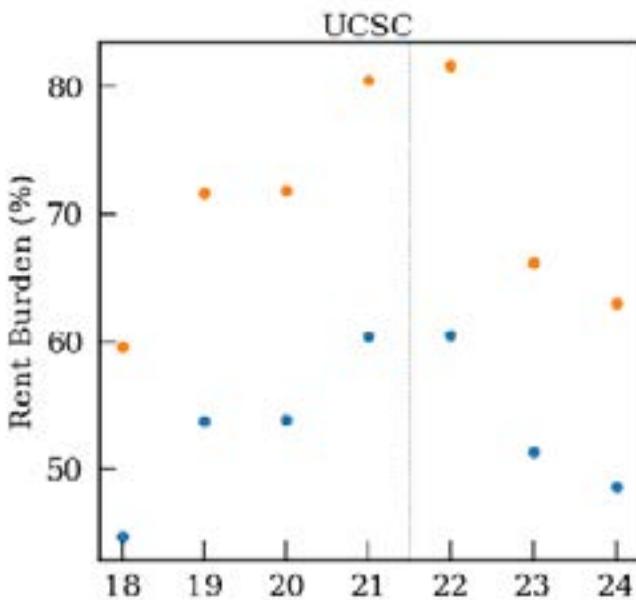
Under the tentatively agreed contract, the following colleagues in Irvine will be rent burdened:

- TAs spending \$700/month or more in 2022-23, and \$800-\$900/month or more by the end of our contracts,
- SRs near the bottom of the pay scale paying \$800-900/month or more on rent through the lifetime of our contracts, and
- SRs near the top of the pay scale paying \$1,200-\$1,300/month or more on rent through the lifetime

of our contracts

On some other campuses, all positions (except the highest pay step GSR) will be rent burdened for the entirety of the contract's lifetime, with many paying upwards of 40% of their income on housing. There are campuses where, for example, ASE rent burden will reach 65%. **We urge our colleagues to remember their vote affects these campuses as well.**

In comparison to the previous offer, the tentatively agreed contract offers a **28¢/day** yearly increase in quarterly childcare subsidies, which by the end of the contract would amount to \$1,400/quarter. Meanwhile, at UCI monthly childcare rates range from



Left plot represents UCSC, right plot represents UCSF. The horizontal axis lists years, While the vertical axis represents % rent burden. Orange and blue points represent 9 vs. 12 month pay, respectively.

\$1,340-\$1,800/month. At [UCSF](#), monthly childcare rates range from \$1,260-\$3,190/month. This means the quarterly subsidies cover 37% of childcare costs at best, and 15% in the worst case scenario, leaving parents with up to \$800-\$2,000/month in childcare costs. Compounded with rent burden, this contract leaves parents in debt at the end of each month. To make matters worse, [only a select few](#) (single parents with large salaries) will be eligible for full remission of dependent healthcare.

Our international PhD colleagues will be eligible for NRST remission for only three years post-candidacy, leaving them with \$15K-\$60K in [non-resident tuition](#) (depending on how long it takes them to advance), and master's students are entirely ineligible for NRST remission – the UC charges the

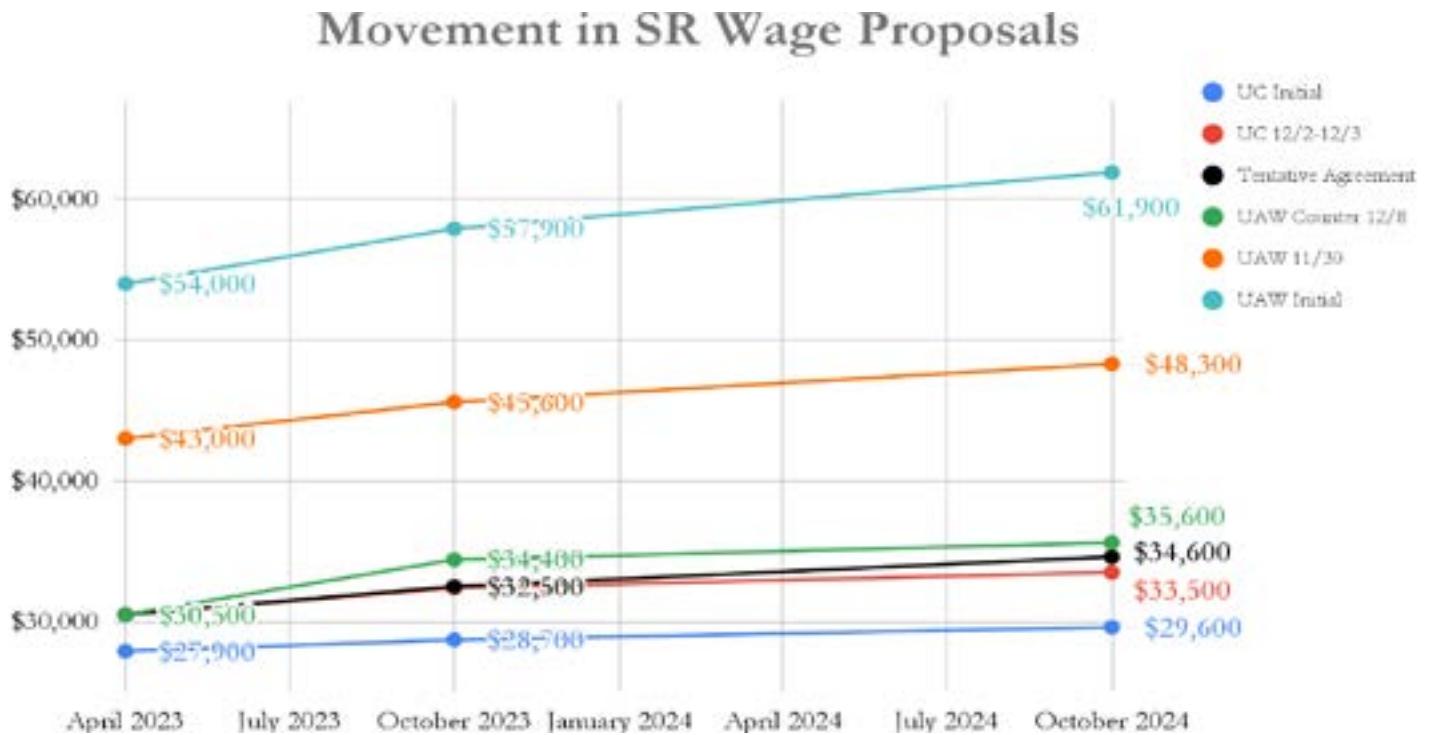
world's brightest talents to enrich our campus.

Our peers with access needs remain unable to obtain necessary accommodations to perform their employment duties. The UC currently does not even comply with the ADA (the bare minimum), and this contract does nothing to change that. All accommodations will be provided at the University's discretion, allowing them to [refuse](#) accommodations if they present "undue hardship," and often position PIs and instructors to make accommodation decisions [without proper training](#).

Prior to mediation, almost [76% of voters](#) in our bargaining teams' polls wanted to keep fighting to counter the UC's insulting 12/2-12/3 offers. Take a look at how much we've moved (**black**) since that last offer by the UC

(**red**). We were ready to fight then, and our current contract is not much better than the last UC proposal; this is why we're calling on membership to **push back, again**. The [UC's budget](#) is \$44bil/year, of which only ~10% is spent on instruction and research combined – our cut of that 10% is minuscule. The UC has the money: our contract is only limited by our will to fight. Our bargaining teams have attempted to scare us by the prospect of [impasse](#), and impasse-mediation. Precedent set by PERB [clearly](#) demonstrates that PERB is highly unlikely to find an impasse here, while the UC faces [36 ULPS](#). Recently, for example, in the 2020 case of [Merced vs. Teamsters](#), PERB writes (on p. 15):

"A bona fide impasse exists if the parties' differences are so substantial and prolonged that



The horizontal axis lists months from April 2023 to October 2024, while the vertical axis lists annual salaries from \$30K to \$60K. The bottom-most (blue) line represents the UC's initial offer (\$27.9K in April 2023, \$28.7K in October 2023, and \$29.6K in October 2024). The second to bottom (red) line is the UC's 12/2-12/3 offer (\$30.5K in April 2023, \$32.4K in October 2023, and \$33.5K in October 2024), the third to bottom (black) line is our tentative agreement (\$30.5K in April 2023, \$32.5K in October 2023, and \$34.6K in October 2024), the fourth from bottom (green) line represents the UAW's counter-proposal on 12/8 (\$30.5K in April 2023, \$34.4K in October 2023, and \$35.6K in October 2024), the second to top (orange) line represents UAW's 11/30 offer (\$43K in April 2023, \$45.6K in October 2023, and \$48.3K in October 2024), while the top (teal) line represents our initial offer of \$54K in April 2023, \$57.9K in October 2023, and \$61.9K in October 2024.

further meeting and confering is futile, *despite good faith negotiations that were free from unfair labor practices*,"

citing yet another 2020 case, [City and County of San Francisco](#) (on p. 39). For this reason, **it is clear we have little to fear in continuing our fight**. Even in the rare chance PERB did find an impasse, the bargaining teams' claims that the UC will unilaterally impose a (worse) contract is also not entirely true. While it is [true](#) that the UC could in principle impose a contract, it is unlikely that PERB would allow this to occur (again, due to 36 ULPS). Evidence of PERB's precedent on this point is also given in [Merced vs. Teamsters](#) 2020 (on p. 21):

**"An employer's right to impose terms is dependent on prior good faith negotiations** from their inception through exhaustion of statutory or other applicable impasse resolution procedures...Prior or contemporaneous unfair practices may interfere with the bargaining process and invalidate any impasse... Accordingly, as part of its required showing of a bona fide, good faith impasse, the employer must demonstrate that unfair practices did not infringe on good faith bargaining or otherwise contribute to the parties' deadlock."

Further, even if the UC was allowed to impose a contract, it could only impose these terms and conditions "so long as [the employer] offered them to the union before impasse was reached," according to the [NLRB](#). This means the UC cannot offer us anything worse than what it did before calling an impasse. While we understand that some wins have been secured, we are not "risking it all" by voting no; on the contrary, a successful no vote in tandem with our rising pressure against the UC can win us a truly precedent-setting contract.

We are engaged in the largest strike of

academic workers in US history. Winning the strongest possible contract can only have positive ripple effects for our union and for the greater labor struggles to come. We can set a historic precedent commensurate with the size and scope of our united action. Conversely, to settle for a historically weak contract would be to abdicate our responsibility to the greater labor movement that we are a part of. **This is not merely an internal disagreement over proper strategy in a labor dispute or contract negotiation, nor an abstract argument over "theory," this is a struggle over people's lives that will have effects for years to come.** If we are unable to feed and house ourselves, to care for our families, or establish the most basic dignity of disabled and/or non-citizen academic workers in our contract, then how can we expect future generations to do so living in the shadow of a potentially-failed struggle? How many of us will even be able to make it to the next contract negotiation?

## Whose Table? Our Table!

**O**ur alternative vision of this strike rests on the core belief that the membership of the union deserves to be **informed**. We've created resources to educate folks on what we hope to achieve, and what the current contract means for all of you as members. We believe that knowledge is always meant to be collective and accessible, and ask that you disseminate these widely to your friends and networks, and help educate membership on the decisions that are being made on your behalf, so you can vote accordingly:

- Come to No Vote Community Forums to feel empowered to vote no, ask your questions, and have discussions with fellow comrades across the UC. Register [here](#).
- Want information on the SR and ASE contracts? Use our [explainer](#) for the new offers in our tentative agreement, and for articles remaining the same as UC's 12/2-12/3

offers, see our comprehensive [guide](#) written in clear, accessible language, including explanations for what this would mean in your daily life.

- Want to share information on why voting no on this contract is important? Check out an infographic created by a UCSD Rank & File member, [Hot Girls Know Their Worth: Know Your Vote](#) here, check out this NRST No Vote [resource](#), and this [statement](#) from the BT9 members who voted against the tentative agreement.
- If you want further information on what it means to ratify and settle a contract, check out these helpful [FAQs on Contract Settlement](#), plus this document on [ratifying a contract and ending a strike](#). Once the Bargaining Team reaches a Tentative Agreement, it is our duty to vote on whether or not we accept this contract. If we choose to vote "no," we would then be able to put previously conceded demands back on the table during bargaining.
- Have questions on withholding grades? Consider checking out this [FAQ on grade withholding](#), and distributing this [FAQ on grades for undergrads!](#)
- Concerned about our bargaining team meeting with the UC behind closed doors? Have a look at [this resource](#) on open vs. closed door bargaining.
- Looking for more resources? Check out our running link tracking [spreadsheet](#) to keep up with the most recent resources circulating across all ten campuses.

You can follow us by checking out our [Instagram](#) and [Twitter](#), where we've turned plenty of these topics into infographics you can read and share! Finally, you can fill out our [Google Form](#) [here](#) if you're interested in building alongside us.