



# Negotiations Update

*General Membership Meeting  
March 2, 2024*

# Negotiations Team

*Chief Negotiator: Yovanna Campos, MBA*  
*CFT Field Representative: Martha Figueroa*  
*Executive Director/Monitor: Luukia Smith*

*Chad Baugher*  
*Aleta Campbell*  
*Maira Cruz*  
*Andrea Edwards*  
*Natalie Embrey*  
*Lori Hunter*  
*Ana Iñiguez*  
*Sean Khalifehzadeh*

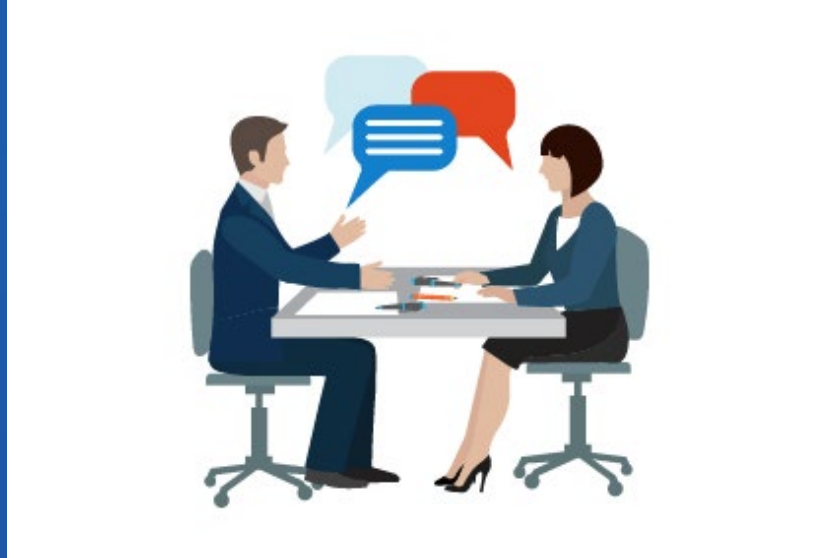
*Yung Kim*  
*Andy LaBrune*  
*Maria Mancía*  
*Troy Pierce*  
*Jesse Saucedo*  
*Rowena Smith*  
*Ruben Villanueva*

*Hazel Alonzo\**  
*Jo-Ann Haywood\**  
*Mario Perez\**  
*Kristine Ayvazyan\**  
*\* Denotes original bargaining  
team members from April 2023 –  
June 2023 for 6 meetings*



# We have completed bargaining for the 2023-2026 contract!

*Next steps will be discussed later in the presentation.*



- **AFT College Staff Guild and LACCD began negotiations on March 29, 2023.**
- **There was break of 3 months, with meetings resuming in late September 2023.**
- **The entire cycle took 13 meetings with management from April 2023 – March 2024.**

# Negotiated Wins for our Members

## ***A twelve-point twenty-two (12.22%) percent increase over the next three years!***

- For FY 2023-2024, 8.22% COLA + 2% increase will be applied to the base salary retroactive to July 1, 2023.
- For FY 2024-2025, COLA + 1% increase will be applied to the base salary.
- For FY 2025-2026, COLA + 1% increase will be applied to the base salary.

## ***Wages and Salaries***

- Career Increments/Longevity
- Collapsed the 5-7 years and 7-10 years into 5-10 years; the differential will now be \$84.89 instead of \$77.02
- All differentials will increase by the above schedule.

## ***Additional Holidays***

- Genocide Remembrance Day – observed April 24.
- Admission Day – observed between December 26 and December 30.

## ***Wellness Days***

- Two (2) floating Wellness Days (in recognition of culturally significant state and federal holidays)

## ***Vacation Cashout***

- Unit employees with more than 360 vacation hours as of June 1, 2023 can benefit from a one-time special cash-out period for the fiscal year 2023-2024. Employees will be able to cash out up to 80 hours (2 weeks) of vacation after ratification of the bargaining agreement.

# Additional Negotiated Wins for our Members

## ***Hours and Work Week***

- When permanently changing the employee's hours across shifts (ex. B to A), the District shall continue paying the shift differential for a year after the shift change.

## ***Personal Necessity Leave***

- There will no longer be a distinction between 2 Personal Business days and 5 Personal Necessity days. It will now be 7 Personal Necessity Days.

## ***Personal Annual Leave***

- PAL Day will not charge any of the quota accounts and does not need a qualifying event. It was nested under the Personal Necessity Leave and now it is coded separately.

## ***Reproductive Loss Leave***

- Reproductive Loss Leave is a mandatory leave that does not require documentation. An employee shall be allowed up to 5 days of unpaid reproductive loss leave within 3 months.

## ***Certificated Assignments***

- Certificated Assignments will be paid at the adjunct rate of pay or blended rate of pay, whichever is higher.

# Additional Negotiated Wins for our Members

## ***Protections of Bargaining Unit Jobs***

- Protect classified employee positions by requiring classified to be utilized before unclassified employees (student workers) are used for routine classified duties, which is often done to avoid backfilling empty classified positions

## ***Tuition Reimbursement***

- The maximum tuition reimbursement has been increased from \$3,000 to \$4,000 per academic year.
- Reimbursement for books and materials has been enhanced, covering 100% of their cost at any institution, compared to the previous limit of 50%.

## ***DEIA Evaluations***

- Evaluation requirements based on Title V on Diversity Equity Inclusion and Accessibility Evaluations (DEIA)
- Members will NOT be evaluated on DEIA.
- Members will be required to fill out a form, but the form will not be used for evaluations.

## ***Performance Evaluations***

- The District wanted to add an Unsatisfactory column to our Performance Evaluation; the bargaining team struck it down.

## ***Work Environment***

- District did not want to set a temperature maximum that would benefit the valley campuses in extreme heat. Added language will allow members to request remote work due to extreme temperatures.





## Article 5 General Provisions

This Article is in the CBA to provide basic guidelines on the need to update our agreement and give access to the information it contains to our bargaining unit.

There are two tentatively agreed upon changes in this article. They are in sections B and I.

- **Section B.** States that all requests for information will be provided digitally, instead of on paper, as it used to be given. It also states that requests for information must be delivered in 15 days rather than having no timeline listed in the current contract.
- **Section I.** The District will provide the AFT with a report on classified Unit 1 staffing levels at each college and the District Office, to include filled and vacant positions in a digital format for the entire bargaining unit every 90 days, instead of once every six (6) months as it is currently.

# Article 8 Work Environment

## 8.A.

- Emergency preparedness plans will be available on the website and printed copies available upon request.
- Temperature controlled work environments shall not exceed 82 degrees or drop below 65 degrees for longer than two hours without administration engaging in remediation strategies. Employees may request to work remotely for the remainder of their work shift if remediation strategies are not deployed.

## 8.J.2.

- The Technology Planning and Policy Committee (TPPC) shall include 2 members (1 voting and 1 non-voting) from our unit to ensure the district is making decisions that include our input for the betterment of operations.

## 8.J.3.c

- Classified staff will be provided with a detached keyboard and stand-alone mouse. Employees issued a laptop are provided with a USB docking station and external monitor.
- Employees may request non-standard specialized equipment through an ergonomic assessment.

### 8.J.4

- The alternative task break has been updated to reflect the current advancements in technology. We have negotiated a more open-ended and employee-friendly summary that allows employees to take time away from their computers to complete other tasks on an as-needed basis to avoid eye strain or injury.

### 8.J.5

- Vision and Examinations: The language has been shortened and streamlined to highlight that we are granted the half-day annual (non-rollover) leave to have an eye exam.

### 8.J.6

- Training and Education: All employees are allowed access to training and workshops in new and updated technologies used in their work assignment.

## Section I

### Vacation Cashout

- Unit employees with more than 360 vacation hours as of June 1, 2023 can benefit from a one-time special cash-out period for the fiscal year 2023-2024. Employees will be able to cash out up to 80 hours (2 weeks) of vacation after ratification of the bargaining agreement.
- Starting fiscal year 2024-2025 and onwards, employees who have accrued more than 360 hours of vacation as of June 1<sup>st</sup> of the fiscal year and are denied vacation requests of 80 hours (2 weeks) or more with 15 working days' notice, may cash out up to 80 hours of vacation if their requests are denied, offering flexibility and financial reward for unused leave. Cash out requests must be made between May 1<sup>st</sup> and June 1<sup>st</sup>.

# Article 11 Holidays

- **Holidays added:**
  - Genocide Remembrance Day – observed April 24<sup>th</sup>
  - Admission Day – observed between December 26 and December 30 (Admission Day is a holiday in September every year as listed in the academic calendar. Past practice by LACCD has been to move this holiday during the last week in December. With this update in the contract, Admission Day will continue to be a holiday observed during the last week in December. It is not a new holiday.)
- In exchange for the 4 hours of Spring Break Friday, two floating Wellness Days per fiscal year have been bargained.
- **Wellness Days:**
  - On July 1st of each year, the District shall grant employees two (2) district-paid wellness days each fiscal year in recognition of culturally significant state and federal holidays. Members shall give their supervisor a minimum of two (2) days written notice prior to taking these days.

Whenever “reasonable business necessity of the District” is used to make changes to employees’ work schedules, written justification and documentation demonstrating the decision shall be provided.

## 12.A.3

- Shifts may not be changed on a permanent basis without written justification
  - Volunteers for the position are solicited for a minimum of 10 business days

## 12.A.5

- B-shift differential increased from 6.9 to 7.2 percent. (editorial change)

## 12.A.7

- Permanent shift changes
  - Call for volunteers
  - If no volunteers are available after posting for 10 days
    - Employee is given 3-week notice of change
  - Keep shift differential for a year

## 12.B.1

- Comp Time to be distributed in the same manner as Overtime

## 12.B.2

- Protect classified employee positions by requiring classified to be utilized before unclassified employees (student workers) are used for routine classified duties, which is often done to avoid backfilling empty classified positions

## 12.B.5

- Unclassified assignments will be paid at the overtime rate.

## 12.B.13

- Overtime for any work over 40 hours
- Certificated assignments will be paid at the adjunct rate or a blended rate of pay, whichever is higher
- Approval for certificated assignments
  - Must now be approved by the college president, vice-chancellor, or their designee
- Appeals
  - Vice Chancellor of Human Resources or Deputy Chancellor

# Article 14 Transfers and Reassignments

*The lettering and numbering sequence has changed from the current collective bargaining agreement. Please note that the sections referenced in this article below will reflect the new collective bargaining agreement.*

## 14.A.2.

- A reassignment is defined as the assignment of an employee from one **administrative unit** to another **administrative unit** in the same classification and at the same work location.

## 14.D.2.a

- Prior to an involuntary transfer or reassignment, the District shall interview **all** (previously only 2 transfers) eligible employees who have made themselves available for a voluntary change.

## 14.D.2.b

- In cases of involuntary transfers and reassignments, a written notice will be provided **25** (previously 20) working days in advance of the change.

## 14.D.2.e

- The employee who has been involuntarily transferred or reassigned and is in the same classification shall have the right to return to the location and same classification from which transferred or reassigned, if and when a permanent vacancy occurs. **If more than one employee has a right to return to the vacancy, the position shall be offered in District seniority order.**



# Article 15 Classification and Reclassification

The updated Article 15 on Classification and Reclassification in the LACCD and AFT Staff Guild 1521A Agreement 2020 – 2023 introduces several noteworthy changes:

- Timeline for Reclassification Request (C):
  - The new article reduces the timeframe for forwarding a Reclassification Request to the Personnel Commission from twelve (12) working days to ten (10) working days from the date of the request.
- Electronic Notification (C):
  - The updated version emphasizes a more efficient process by specifying that the Personnel Commission will notify the AFT Staff Guild when they receive a reclassification request.

# Article 16 Procedure for Performance Evaluation

The new proposal adds a mandatory (from the California State Chancellor's Office) evaluation of diversity, equity, inclusion, and accessibility (DEIA) competencies for Unit 1 employees. No disciplinary actions are attached to this new language if individual responses may be deemed outside the District's expected response.

- DEIA Evaluations
  - Evaluation requirements based on Title V on Diversity, Equity, Inclusion, and Accessibility Evaluations (DEIA)
  - Members will NOT be evaluated on DEIA.
  - Members will be required to fill out a form, but the form will not be used for evaluations.
- The forms for Performance Evaluation for Probationary and Permanent Classified Employees have been merged into one form and will be used across all bargaining units. Appendix B will be used for both probationary and permanent employees.
- The combined evaluation form has three columns for ratings: Exceeds Work Performance, Meets Work Performance, and Below Work Performance.
- Additionally, it includes provisions for a Performance Improvement Plan (PIP) for employees with below-standard performance, ensuring support and guidance for improvement.

## Tuition Reimbursement (A):

The maximum tuition reimbursement has been increased from \$3,000 to \$4,000 per academic year.

- Reimbursement for books and materials has been enhanced, covering 100% of their cost at any institution, compared to the previous limit of 50%.

## Tuition Reimbursement Process (A.6):

- The new article increases the timeline for submitting reimbursement requests to 2 additional weeks after the semester begins. Employees will now have up to 4 weeks after the beginning of a semester to submit their applications. The 30-day window before the semester remains the same.

# Article 19 Leaves of Absences

## 19.C.1

The definition of a “family member” was updated to reflect state law effective January 1, 2023. For the purposes of bereavement leave, “family member” is defined as the employee’s spouse, child (including biological, adopted, foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis), parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, and the equivalent relatives of the employee’s registered domestic partner.

## 19.C.2

Employees can take up to five days of paid bereavement leave for the death of each qualifying family member.

Up to five days of unpaid bereavement leave may be granted to attend the funeral of a close friend or fiancé that was not a cohabitant.

Employees may use any of their quota balances to make unpaid bereavement leave paid time off.

Leaves can be used intermittently for up to three months following a family member’s death; does not need to be consecutive and may run concurrent with other paid leaves.

## 19.H.8.a

Bereavement Leave will not impact the attendance incentive.

# Article 19 Leaves of Absences

## 19.P.5.a

Employees may use Personal Necessity Leave to extend paid bereavement leave and can convert unpaid bereavement leave into a paid leave.

## 19.P.6

- There will no longer be a distinction between 2 Personal Business days and 5 Personal Necessity days. It will now be 7 Personal Necessity Days.
  - This works to our benefit as qualifying events under Personal Necessity cannot be denied.

## 19.Q

- Personal Annual Leave is now its own section. PAL Day will not charge any of the quota accounts and does not need a qualifying event. It was nested under the Personal Necessity Leave and now it is coded separately.

## 19.V

- The definition of a “family member” was updated to reflect state law effective January 1, 2023.
- Certification language was deleted and now it states that the employee must provide certification as required by law.

## 19.W

- New leave was added. Reproductive Loss Leave is a mandatory leave that does not require documentation. An employee shall be allowed up to 5 days of unpaid reproductive loss leave within 3 months. The five days of leave do not need to be consecutive. This leave is defined in Government Code 12945.6.

## Article 20 Remote Work

Terminology and Scope (A):

- The term "telecommuting" has been updated to "remote work," reflecting contemporary language. Please review the updated Administrative Procedure 7280 and Board Policy 7280 for criteria.
- *If you have not completed the Remote Work Program requirements, please complete those as soon as possible. Given that Article 8 language also allows employees to request remote work in cases of extreme temperatures, having completed the requirements beforehand should make the request process easier.*

## Article 21 Health and Welfare Master Benefits Agreement

*\*The only change to the Master Benefits Agreement is the addition of its link and a statement of how members can obtain a hard/paper copy.*

The Master Benefits Agreement can be found online at:

<https://studentlaccd.sharepoint.com/sites/laccd/offices/ELR/SitePages/Collective-BargainingAgreements.aspx>

Employees may print a hard copy of the Master Benefits Agreement from their worksite's Payroll and or Personnel Office.

# Article 23 Wages and Salaries

Annual increases shall apply to the following categories:

- Career Increments/Longevity: Collapsed the 5-7 years and 7-10 years into 5-10 years. Members will now receive \$84.89 at the 5-year mark instead of \$23.15 after the COLA calculation. The rest of the table on page 133 of the current contract will remain the same. COLA will adjust the monthly differential amounts each year.

Years of Service	Increment per Month Effective July 1, 2023
5 years but less than 10	\$84.89
10 years but less than 15	\$123.49
15 years but less than 20	\$169.78
20 years or more	\$216.14

- Education Differential

Degree	Differential per Month Effective July 1, 2023
AA or AS Degree	\$73.69
BA or BS Degree	\$91.69
MA or MS Degree	\$109.71
Doctoral Degree	\$308.52

- Computing Differentials

Unit 1 employees who have received such certification shall receive a differential of \$146.23 effective July 1, 2023.

- Bilingual Differential

Unit 1 employees who meet the conditions and fulfill the requirements for the bilingual differential will receive \$80.24 per month effective July 1, 2023.

## ***Salary Increases***

### **1. Reserve Requirement**

The District and the AFT have agreed that before the salary augmentation is implemented, a 10% reserve, which is comprised of the contingency reserve and general reserve, must be identified by June 30th of each fiscal year. If the reserve on July 1st does not meet the reserve requirement for the fiscal year, the District and AFT agree that the application of funds received from the State Cost of Living Adjustment shall be used to meet the reserve requirement. Funds remaining after the reserve requirement is met will be distributed proportionately to employees using the salary augmentation scheme below.

### **2. Cost of Living Adjustment (COLA)**

Subject to the 10% reserve requirement, when the District receives COLA above zero percent (0%), approved, funded, and provided by the State for fiscal years 2023-24, and 2024-25, and 2025-26, the District will increase salaries by the same percentage increase.

### **3. Additional Increases**

The District will allocate a percentage equaling 2.0% for fiscal year 2023-24, 1.0% for 2024-25, and 1.0% for fiscal year 2025-26, as increases to the base salary. This will apply to all elements of the salary schedule including steps, certificates and degree career increments, and differentials.



- Ratification of the contract
  - An email will be sent out to members to vote on ratification of the contract by end of day, March 4th.
  - If you have not received an email, please contact Yovanna Campos at [ycampos@aft1521a.org](mailto:ycampos@aft1521a.org)
  - Ratification vote will take place March 8th – March 11<sup>th</sup>.
  - Ratification vote results will be presented to E-Board on March 21<sup>st</sup>.
- Notice to Board of Trustees
- Approval by Board of Trustees
- Signing of contract
- Implementation